

# Negotiated Agreement

## FY2021-FY2022 Contract



**Education Association  
of Charles County  
(EACC)**



**And**

**Charles County  
Board of Education  
(CCBOE)**



Figure 1

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## **PREAMBLE**

- A. The Board and the Association firmly believe that the primary function of the Board and its professional staff is to ensure each student attending Charles County Public Schools will receive a high quality educational program. The Board recognizes that all certificated/licensed positions in a school system are an integral part of the education profession. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and its professional staff.

## **ARTICLE 1**

### **GLOSSARY**

- A. Association – The Education Association of Charles County (EACC).
- B. Board – The Charles County Board of Education (CCBOE).
- C. Confidential Employee – An individual whose employment with the Board requires knowledge of the Board’s position in negotiations.
- D. Employee – Certificated professional employees.
- E. Leadership Position – a position paying a salary differential excluding the positions of Superintendent and Assistant Superintendent(s), Executive Director(s) or equivalent. Leadership positions may also include any 10-month position that requires the employee to spend more than 50% of their time during the student day performing regularly scheduled office administrative functions.
- F. Per Diem Rate – an employee’s per diem rate is their annual salary including step, longevity, and stipends for the given year divided by the total number of paid days stipulated in the Article 13 for that employee’s current job assignment plus paid holidays designated in the annual Charles County Public Schools (CCPS) operational calendar. Eligible stipends will be those that are specifically identified in this agreement as earnable income for the purposes of pension. The per diem rate may be prorated if less than a full day is worked.
- G. Retired Rehired – refers Unit I and Unit II certificated employees hired by Charles County Board of Education. These individuals will have the same rights, benefits, and salaries conferred on all other certificated employees by the Negotiated Agreement between the EACC and the Charles County BOE except as noted within the contract.
- H. Superintendent – the Superintendent of Charles County Public Schools or designee.
- I. Employee-a CCPS certificated/licensed staff member encompassing all Unit I or Unit II staff.
- J. Unit I Members – refers to classroom teachers, counselors, librarians, teachers of J-ROTC, resource teachers, IEP facilitators, speech therapists, audiologists, occupational therapists, and physical therapists.

K. Unit II Members – refers to directors, coordinators, principals, vice principals, administrative interns, supervisors, specialists, assistant supervisors, psychologists, and pupil personnel workers.

L. Workday – any day that the unit member is scheduled to be on duty.

## **ARTICLE 2**

### **RECOGNITION**

- A. The Board recognizes the Association as the exclusive negotiating agent for all certificated employees of the CCPS system, with regard to all matters relating to salary, wages, hours and other working conditions. The Superintendent and those persons designated by the Board to act as its representatives in negotiations pursuant to the Negotiations Law are excluded.
- B. The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in the administration of this agreement.



## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. Grievant. A "Grievant" shall mean 1) an employee of the Board of Education of Charles County or 2) the Education Association of Charles County filing a grievance.
2. Grievance. A "grievance" is a claim in writing that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
3. Employer. "Employer" shall mean the Board of Education of Charles County or its administration.
4. Days. "Days" shall mean working days, as specified in Article 13, Paragraph B of this agreement.

#### **B. Procedures and Levels**

Within twenty (20) days following knowledge of the act or condition, which is the basis of the complaint, the grievant may file a grievance with the administrator who made the decision on the issue being grieved. All grievances shall be submitted in writing and signed by the grievant.

By mutual agreement of the grievant and the supervisor, the time limits stated herein may be extended to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.

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

Level 2. If the grievance is not settled at Level 1, within five (5) days the grievant may move it to Level 2 by a written notice to the Assistant Superintendent. The Assistant Superintendent or his or her designated representative shall have ten (10) days to give a written decision after receipt of such notice.

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

Level 4. Any grievance concerning the interpretation, application, or alleged breach of any provision of this agreement that has been properly processed through the grievance procedure as set forth above and has not been settled, may be appealed to arbitration by the Association by serving written notice to the Board within fifteen (15) calendar days after the Superintendent's answer at Step 3 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. No individual employee shall have the right to invoke this arbitration procedure.

#### C. Arbitration

1. The parties further agree to accept the arbitrator's award as final and binding upon them. If the grievance is not submitted to arbitration within the above stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal.
2. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement or to make any award which will in any way deprive the Board of any of the powers delegated to it by law and not encompassed in this agreement.
3. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the arbitration of the grievance.

#### D. Association Representation

All employees shall have the right of Association representation at each step of the grievance procedure. Any grievant may represent themselves through Level Three of this procedure. When the grievant is not represented by the Association, the Association shall be notified and shall have the right to be present and to state its views at all stages of the grievance procedure. Only the Association may process grievances through arbitration.

#### E. No Reprisals

No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. Documents, dealing with the grievance procedure shall be kept in a separate grievance file. Such grievance documents shall not be kept in employee personnel files.

## **ARTICLE 4**

### **BOARD RIGHTS AND RESPONSIBILITIES**

Subject to the provisions of this agreement, the Association recognizes the Board's rights and responsibilities as contained in the Board of Education of Charles County policies, rules, regulations, and procedures. The State Board of Education bylaws and declarative judgments, and the Annotated Code of Maryland (Education Article). Copies of the Education Article of Maryland, the Board of Education of Charles County policies, and the State Board Bylaws are available on their respective websites.

The Board of Education shall engage in good faith negotiations with the EACC concerning all mandatory subjects of negotiations, including specifically salaries, wages, hours, working conditions, and other terms and conditions of employment.

Upon request, the Board shall provide the Association with all information including but not limited to budgetary, financial, and other documents that the EACC has determined are necessary to negotiate and enforce the collective bargaining agreement.

Negotiations for a successor agreement shall begin no later than November 1 unless it is mutually agreed to start on a different date.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

- A. The Board agrees that it will not discriminate against any employee with respect to wages, hours, or other conditions of employment by reason of his or her membership in the Association, or collective professional negotiations with the Board, or his or her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board and the Association agree to furnish each other in response to reasonable requests all available information or documents required for negotiations and enforcement of the collective bargaining agreement.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that such transactions shall not interrupt the normal school operations. Representatives of the Association will sign in and out of the school buildings; however, the Board Administration will not impede the ability of association representatives to communicate with unit members, provided they do not disrupt instruction.
- D. The Association will have the right to have placed in the Superintendent's packet for all new employees' materials prepared by the Association. The Association also will be given a place on the agenda of a minimum of 45 minutes at any orientation program held for new employees. The Association will also be notified of and be granted opportunities to participate in any onboarding meetings or activities for a minimum of 20 minutes.
- E. The Association will be given the opportunity to make recommendations to the Superintendent concerning the school calendar prior to its adoption. A copy of materials for general distribution pertaining to the calendar shall be forwarded to the President of the Association. The Association will have the right to appoint representation from both Unit I and Unit II to the CCPS Calendar Committee.
- F. The Association President will be released full-time to attend to the responsibilities of the position. The position will be considered as a twelve (12) month position. The number of workdays will be consistent with the workdays for a 12-month employee in either Unit I or Unit II depending on the position of the president-elect. The Association will pay all salary costs and the Board will provide fringe benefits at the rate of the position and on the same salary scale that the released Association president held in the school system when assuming released Association president responsibilities.

- G. If the Association's full-time release President becomes unable to serve due to a serious illness or serious personal matter, another EACC Board of Directors member may be released full-time to attend to the responsibilities of the position in the President's stead. The Association will pay all salary costs and the Board will provide fringe benefits of the chosen Board of Directors member instead of the President. The Association President will then return to an employee status on leave, FMLA, or disability, as appropriate.
- H. On returning from his or her leave of absence, the Association President will have the same rights for job placement as an active employee.
- I. The Association President's designee/s shall be granted leave to conduct Association business. The following conditions govern the leave:

The leave shall not exceed more than seventy-five (75) days in one fiscal year.

1. The Association obligates itself to forward a check to the Board amounting to the salary of a certified substitute teacher multiplied by the number of full-time equivalent workdays of leave.
  2. The length of a workday shall be as defined in Article XII, Section A of this document.
  3. The leave shall be taken in not less than one-half (.5) day increments.
  4. The notice of leave shall be given to the appropriate administration at least 24 hours prior to the date and/or time the leave is to commence. In using Association leave, every effort will be made by the EACC not to interfere with the administration of state or federally mandated tests.
  5. At least fifteen (15) days of Association leave will be available for use by the EACC Treasurer, at the Association President's request, to conduct official Association business.
  6. With appropriate notice prior to the use of release dates, the EACC President will forward to the Assistant Superintendent of Human Resources a list of dates and designees to be released on Association leave as the need arises. Any requests for Association leave will also be sent to the immediate supervisor of the member who is being granted release to conduct Association business.
- J. The Board will provide payroll deductions of dues for the United Education Profession in the following manner:

1. The Board shall deduct dues from employees' salaries for the Education Association of Charles County, Maryland State Education Association and the National Education Association as said employees voluntarily authorize such deductions by means of an appropriate Board-approved written authorization form. The Association shall collect and compile all completed authorization forms and submit them to the Board on or before September 30th of each school year.
  2. Deductions will be withheld starting with the first pay period of October and ending the last paycheck in June, in equal payments, generally twice per month. An employee who begins payroll deductions after the first paycheck in October may not elect to have dues deducted in more payments than the number of pay periods remaining in that school year.
  3. An employee whose contract is terminated during the school year shall have deducted from his or her final salary payment an amount equal to his or her remaining dues authorization.
  4. The Board shall forward the United Education Profession dues to the Association within a reasonable period of time following each deduction date. The Board will provide the Association with a list of those employees from whose paychecks Association dues are being deducted.
- K. The Board will provide payroll deductions on behalf of an employee for a Board-authorized credit union. Said employees will voluntarily authorize such deductions by means of an appropriate Board-approved written authorization form.
- L. The Board will provide payroll deductions of premiums on behalf of an employee for the long-term disability insurance program administered by the Association, in accordance with Board approved administrative procedures.
- M. The Association will have the right to place a reasonable amount of materials in the school/office mailboxes, including staff email boxes.
- N. The Association will be provided one bulletin board in the staff lounge, mailroom, and/or teacher's workroom of each site for Association use.
- O. The Association will have the right to use the interschool courier service for the distribution of Association materials, when such materials are properly packed and addressed. The Board reserves the right to refuse to deliver any materials or communications which it considers to be illegal or libelous.
- P. The Board will allow for payroll deduction of voluntary contributions by employees for MSEA's Fund for Children and Public Education. The deductions will be forwarded to the EACC office. The EACC will coordinate with the staff of the

Board's Office of Finance and Business to determine the procedure that imposes the least administrative burden.

- Q. Employees will be presented with a form jointly approved by EACC and the Board as part of the hiring process paperwork. The form will identify the cost and benefits of EACC membership and provide an opportunity for employees to choose to authorize dues deduction or to opt out of membership, waiving the benefits of membership. All new employees will be required to submit a completed form to the Board, which will forward copies of the completed forms to the EACC.
- R. Association Building Representatives and members of the Executive Board of the Association shall be permitted to leave their school at the conclusion of the student day to attend a meeting of the Representative Assembly held once a month locally. Exceptions to the monthly limitations may be made providing such request is made by the Association at least three (3) days in advance of the meeting.
- S. Employees will not be prevented from wearing clothing/apparel identifying membership in the Association as long as it complies with expectations for professional dress.
- T. Within fifteen (15) calendar days following the approval of a leave of absence that puts an employee in an unpaid status, the Department of Human Resources shall notify the Association of the name of the Association member(s) taking the leave(s) and the length of the leave(s).
- U. When appropriate the Association will be afforded the right to have representation from both Unit I and Unit II on system-wide committees. Meeting minutes and final recommendations of any system-wide committee will be forwarded to the Association President to be shared with employees no later than the week that any such committee presentation will be shared with the Superintendent or the Board of Education.
- V. Whenever possible, the Board will provide an monthly electronic transmission of bargaining unit data to the Association and MSEA including name, identification number, salaries (range, pay level), certifications, position classification/title, home and work site addresses where the employee receives inter-office or United States mail, home and work site telephone numbers, personal cell phone number, and work and personal email addresses.
- W. The Association President or their designee has the right to be on the Board agenda each month during their regular meetings in order to provide perspective and updates on the work and concerns of the Association on behalf of the employee bargaining units represented in this agreement.

- X. The Association and the Board agree that regular communication between the executive leadership of both organizations is important to the operations of the school system.
- Y. A CCPS/EACC Collaboration Council shall be established, jointly chaired by a designated representative from CCPS and the EACC President. The purpose of such council shall be to develop annual goals and objectives regarding communication of initiatives and changes in existing practice, and for clarification of current application of policies, regulations, or standard operating procedures within each respective organization. It shall be the responsibility of the designated co-chairs to appoint up to six (6) representatives (not including the President, Superintendent, UniServ Director) from each organization, establish a quarterly meeting schedule at a minimum, and jointly agree on agenda items prior to each meeting. The Collaboration Council will begin each school year with an initial meeting during the month of July or August. The date will be established by the Superintendent and President of EACC or their designees.



## **ARTICLE 6**

### **EMPLOYEE RIGHTS**

- A. The participation or non-participation in religious, political, or education association activities of an employee conducted outside duty hours and off school property shall not be grounds for discrimination with respect to his or her professional employment.
- B. An employee will have the right by appointment to review the contents of his or her personnel file and to make copies of any documents contained therein. He or she will be entitled to have a representative of the Association accompany him or her during such review.
- C. Upon request of the employee, the school file kept by the principal or school administrator on an employee must be emptied of notes, correspondence, and all other materials except for formal observations and evaluations signed by the principal and the employee when either the principal or the employee leaves the school so as to not be prejudicial to the incoming administration. Such requests must be made in writing to the Office of Human Resources prior to the start date of the new administration.
- D. No material derogatory to an employee's conduct, service, character, or personality will be placed in his or her personnel file or school file unless the employee has had an opportunity to review such material. The employee will acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents.
- E. If the material in an employee's file is found by the Superintendent or his or her designee to be improper, incorrect, or unjust, the material shall be destroyed.
- F. It shall be the right of any employee to engage in other gainful employment as long as it does not interfere with the proper performance of his or her assigned duties or does not cause poor public relations within the community or does not create a conflict of interest.
- G. No tenured Unit I member will be disciplined or reduced in rank without just cause. All Unit II employees will be afforded due process prior to disciplinary or termination action.

Employees who are placed on administrative leave pending investigations will be paid their normal salary and receive normal benefits while on such leave until the employee is found guilty by a court of law, the employee enters a guilty plea, or

until the Superintendent recommends termination of his or her employment. The Board may assign an employee to work in an alternate location or position during the investigation.

- H. The Board will reimburse an employee for any damage or loss of personal property resulting from an assault on the employee that occurred as the result of the performance of the employee's job. There shall be a limit to such reimbursement in the amount of \$500 per incident.
- I. The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may directly prevent the employee from properly performing his or her assigned functions during duty hours.
- J. A student who is domiciled in the county and whose parent/legal guardian is physical custodian and a full-time CCPS employee eligible for benefits may request a transfer to the elementary, middle, or high school zoned for that parent's/legal guardian's current primary work location. This privilege does not extend to employees who are the step-parent/grandparent of the student, or have any other connections to the student unless the employee is also the legal guardian. The parent/legal guardian must complete a school change request form for the transfer. An employee who changes primary work location within Charles County Public Schools during the school year may request that the student complete the school year at the school in which the student is currently enrolled.
- K. A student who is domiciled out of the county and whose parent/legal guardian is the physical custodian and is a full-time CCPS employee eligible for benefits may request to enroll in the CCPS elementary, middle, or high school zoned for that parent/legal guardian's current primary work location. This privilege does not extend to employees who are step-parent/grandparent of the student, or have any other connection to the student, unless the employee is also the legal guardian. The parent/legal guardian must complete a non-resident school change request form for consideration of enrollment in a specific school. The enrollment shall be deemed a transfer under this Rule. The county portion of the tuition will be waived for those employees who are employed before January 1, 2013 and one-half of the county tuition will be waived for employees who were hired to begin work on or after January 1, 2013. The parent/legal guardian will be financially responsible for any other applicable cost above the established regular education student county tuition rate, including out of state tuition (state foundation). An employee who changes primary work location within Charles County Public Schools during the school year may request that the student complete the school year at the school in which the student is currently enrolled.
- L. When the child of a certificated CCPS employee is granted a transfer to attend a school in the zone of the parent/guardian's primary work location per sections J and K above, that child will be eligible for athletics and extracurricular activities

provided the child meets attendance and academic eligibility guidelines and the parent has been assigned to that work location for at least four (4) consecutive years, received a promotion or was involuntarily transferred.

## **ARTICLE 7**

### **EMPLOYEE ASSIGNMENT**

- A. An employee will be given a written notice of his or her placement on the salary scale and school assignment for the coming year at the earliest possible date via email. A copy of the current assignment letter will also be available in the employee's personnel file in Human Resources. In the event that changes are made, the employee affected will be notified promptly in writing.
- B. Whenever possible, employees will be assigned to positions within the scope of their professional certificates and/or their major or minor fields of study. Currently employed professional personnel not assigned within their area of certification will be given priority consideration in filling vacant positions within their area of certification.
- C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary to the extent possible. When subject area/course or grade level changes are necessary, the administrator must communicate those changes prior to the change being made except when prevented by unforeseen and unexpected circumstances.
- D. \*In arranging a schedule for an employee who is assigned regularly to more than one building, an effort will be made to limit the amount of travel. When required to use his or her automobile, he or she will be reimbursed for all such travel at the mileage rate allowed by the IRS. He or she will be notified of any change in his or her schedule promptly. Employees who are assigned across multiple work sites will participate in faculty Employees who are assigned across multiple work sites will attend staff meetings and participate in professional development with their primary work site only.
- E. An occasional orientation meeting or in-service meeting held in another building in the county shall not be considered a regular assignment and travel to and from such buildings will not be reimbursable. However, the Board will make every reasonable effort to limit travel for such meetings. Video-conferencing capabilities may be implemented when it supports the primary purpose and function of a meeting that is scheduled.
- F. Employees shall be reimbursed for job-related travel at the rates listed in Paragraph D above.
- G. Employees shall not be required to transport students in their private automobiles.
- H. Each employee who requires coursework for recertification will be notified, in writing, at least two years in advance of the expiration date of their certificate.

Employees who do not require course work for recertification shall be notified no later than three months prior to the expiration of their certificates. The Board will maintain, to the best of its ability, information regarding the certification status of employees; nevertheless, it is the responsibility of the employee to know the current certification regulations and to renew their certificate prior to the expiration date there-on.

- I. Consideration will be given for release time to an administrator who has been designated to open a new school to allow the administrator to oversee the selection of staff and the necessary details and decisions associated with opening a new school.

## **ARTICLE 8**

### **VOLUNTARY TRANSFER**

- A. In considering a Unit I member's request for a voluntary transfer, the wishes of the employee will be honored to the extent that a vacancy for which he or she is qualified exists and there is no conflict with the best interests of the school system. Any Unit I member who has completed two or more successful years of service with Charles County Public Schools will be eligible for a transfer and will have the opportunity to meet with the receiving principal before a decision is made on the transfer. Any Unit I member in their second year of employment with CCPS is considered eligible to request a transfer if it is assumed that the employee will complete their second year of employment with a satisfactory evaluation.
- B. If a Unit I member's request for a voluntary transfer is granted, the employee will not be eligible to request a voluntary transfer for the following two (2) school years.
- C. The employee will be notified in writing of the disposition of his or her request and the reasons therefore as soon as practicable.
- D. Requests for voluntary transfers will be accepted from Unit I members, as noted in Paragraph A, who meet the certification requirements for the position identified. Requests for transfer are to be in writing and to be received prior to March 1 of the current year. A teacher may select a maximum of seven (7) schools. Related Arts and Special Area teachers, PE, Music, Art, Library Media Specialists, Chorus, Band, Orchestra, and Science Teachers will not be limited to the number of schools they can select for a transfer. Any unit 1 member who would like to be considered for vacancies beyond the seven (7) schools will have the opportunity to opt in by checking the box to be contacted for consideration for additional openings at the time their voluntary transfer request is submitted. Itinerant employees will be assigned to school/s by their direct supervisor. Unsuccessful candidates will be advised. All such requests will apply to vacancies identified prior to July 15th. Once all known vacancies that exist prior to May 1st have been filled, candidates who applied for transfer will be notified by Human Resources via email if they were not offered a position. Consideration will be given to schools to review the list of transfer candidates who have opted in and are willing to be contacted for interviews. The decision to accept a transfer after being extended a position rests with the employee and the transfer must be accepted within 48 hours.
- E. A list of the known administrative staffing assigned to each school will be posted on the Board's web site or otherwise be made available to certificated employees within one week of the appointment by the Board.

F. Open Job Fairs will be held in the spring of each year. At this time, the unit members will be provided access to interview appointments with at least one member of the school administration where they are seeking a transfer. Part-time Unit I members will be invited to participate in the Job Fairs. The Job Fairs are reserved for current unit members whose assignments are determined by principal selection. Those whose positions are not selected by principals (speech pathologists, occupational therapists, and others) should continue to work with immediate supervisors to seek a transfer.

1. Ideally, four Job Fairs will be held: two elementary, one middle and one high. All job fairs will be completed at least three weeks prior to the close of the initial voluntary transfer session. Each school will participate in one Job Fair. All schools will participate in the Job Fairs with adequate staff to conduct interviews. CCPS Office of Human Resources will advertise the schedule of the interviews at least two weeks prior to the first job fair. Appointments may not be requested prior to the announced date before the Fair. Interviews will occur at the Job Fair at 20 to 30-minute intervals. Interviews will not be limited to projected vacancies.
2. Unit members who are unable to secure an interview or attend the Job Fairs can apply through CCPS Office of Human Resources for schools to which they would like to transfer. Principals are encouraged to interview at times other than the Job Fairs but are not required to do so. Interviews must be completed by May 1<sup>st</sup>. Employees on the voluntary transfer list may be interviewed and considered by the principal for subsequent openings that occur after May 1<sup>st</sup> but not later than July 15<sup>th</sup>.
3. The Office of Human Resources will publish an annual webpage describing transfer procedures, including timelines and contact information. The webpage will be completed before the end of February each year.

G. The process for application and interviews for new schools will be advertised and conducted prior to March of the calendar year in which the school opens.

H. Unit II members may request consideration for lateral reassignment in writing to Human Resources by March 1.

I. An employee who is interviewing for a voluntary transfer, in accordance with this article, during the employee's workday will be granted up to two (2) hours of administrative leave to participate. Employees are entitled to three (3) instances of administrative leave. Documentation of attendance at the interview may be required.

## **ARTICLE 9**

### **INVOLUNTARY TRANSFER**

- A. An involuntary transfer will be made only after a meeting between the employee and his or her supervisor, at which time the employee will be notified of the reason for the transfer. In the event that the employee objects to the transfer, he or she may request a meeting with the Superintendent or his or her designee.
- B. Except in cases of emergency, notice of an involuntary transfer will be given to the employee no later than two weeks prior to the date that the employee is to assume his or her new duties.
- C. An employee who is transferred involuntarily during the student school year will be given at least two (2) full days in order to prepare for their transfer.
- D. When an involuntary transfer of employees is necessary, because of a reduction of staff in a school or the opening of a new school, the administration will identify where the reduction is to take place. Whenever possible, employees who volunteer to transfer will be accommodated. However, in the event that an involuntary transfer is necessary to the greatest extent possible those employees will be placed ahead of voluntary transfers and external new hires.
- E. When two or more employees are equally qualified for a position, seniority within the school system shall be considered when involuntary transfers need to occur.
- F. Any employee who is reassigned to a position paying less than his/her current position will continue to be paid on the original, higher pay scale for two (2) years if the reassignment is not the result of disciplinary action.



## **ARTICLE 10**

### **VACANCIES AND PROMOTIONS**

- A.** All vacancies in leadership positions will be properly advertised on the Charles County Board of Education website. A qualified employee wishing to be considered for an advertised vacancy must submit his or her application and required documentation by the deadline stated in the vacancy announcement, in order to receive consideration for the position.
- B.** Whenever possible, applicants will be notified of the final disposition of their application before the formal announcement of the applicant that is ultimately selected. This formal notification can be sent electronically to all those who applied for a particular position.
- C.** All openings for evening school positions, summer school positions and for positions under Federal and other special programs will be properly advertised on the Charles County Board of Education website.
- D.** If an employee is placed in an administration pool and is not selected for a position, the employee shall remain in the pool for an additional school year without having to reapply. During the subsequent year in the pool the employee will automatically advance to the second round of interviews. Employees who remain in the pool in the subsequent year may submit updated documents and references as needed at the time posting for positions are made.

## **ARTICLE 11**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. The Association and the Board agree that classroom control is essential and that such control has a direct relationship to the quality of instruction. It is also agreed that while overall school discipline is a shared responsibility of the teacher, administration, and Board, it is the responsibility of the classroom teacher to maintain classroom control and it is the responsibility of the administrator to maintain control in all other areas of the building. It is further agreed that it is the shared responsibility of the Board, the administration, and the teacher to provide an educational program that will motivate students and meet their needs.
- B. The classroom teacher will handle, in as far as possible, the discipline problems in the classroom and shall have the full support and cooperation of the administration and the Board of Education in so far as the classroom teacher has conformed to professional and ethical procedures.
  - 1. When in the judgment of a teacher a student requires the attention of a counselor, social worker, psychologist, or other specialist, he or she will so inform the principal.
  - 2. When in the judgment of the teacher a student's behavior seriously disrupts the instructional program, the teacher may exclude the student from the classroom and refer him or her to an administrator. The referral shall describe in writing the specific problem under consideration including probable causes and an outline of action taken to solve the problem.
  - 3. Upon the request of the educator or administrator a conference will be held to collaborate on strategies that may help the student to be successful when returned to the classroom.
  - 4. Teachers shall be informed at the earliest possible date of any action taken on the referral.
  - 5. The Association and the Board recommend that a discipline file (paper or electronic) be kept in each school for each student and shall be available for discussion at any meetings concerning the student's behavior or academic plan.
  - 6. Teachers shall complete a referral to the school administration for any student who assaults other students and/or school employees. Assault shall be defined

as intentional physical touching or threat of physical touching by another individual.

- a) The student will be removed from the classroom and not be returned until the principal or designee has conducted a conference with the teacher and any appropriate parties. The conference will not be held during the teacher's self-directed planning time or duty free lunch. If the conference occurs during instructional time, the teacher will be released from instructional duties and class coverage will be provided.
- C. Physical restraint, but not corporal punishment, may be used by a teacher to restrain a disruptive student in the case of an extraordinary breach of discipline provided the restraint used is reasonable under the circumstances. Such a situation will be immediately reported to the principal and a written account of the incident will be prepared by the teacher within twenty-four (24) hours. If the principal is not available, the teacher should report the situation to another building administrator.

## **ARTICLE 12**

### **NON-TEACHING DUTIES**

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his or her energies should be utilized to this end.
- B. Although there are many non-teaching duties that teachers are required to perform, these duties will not include custodial functions and transporting students. When necessary, teachers shall be responsible for counting money brought to school by students. Teachers will be provided with an electronic Student Activity Funds Deposit Verification Form to record collected money, and will print, sign, and submit that electronic form, along with the three-part Student Activity Funds Deposit Summary Form (three-part NCR) to the school financial secretary. Envelopes containing money for such purposes may be collected provided that teachers' responsibility is limited to collection and forwarding to the office.
- C. In the event that a teacher collects money for an educational purpose, such money shall be turned in to the school principal or principal's designee by the end of the school day.
- D. In order that counselors may be effective in their positions in working with students, efforts will be made in each school where counselors are employed to prioritize counseling duties in their assignments and avoid placing them in an authoritative position with students.
- E. The Board will make every reasonable attempt to ensure that teachers receive the necessary resources in order that they will not be required to perform non-teaching duties and may focus their attention on professional duties.
- F. If the building is evacuated for a bomb threat, employees shall not be required to search for bombs or other explosive devices.
- G. Teachers will not be required to do formal evaluations of other staff members.
- H. Employees will not be required to work high school graduation outside of their duty day. If an employee's school is closed due to graduation ceremonies, the employee is allowed to use personal or sick leave in lieu of alternative assignments such as professional development, substitute teaching and working at an alternative site.
- I. School based employees will be required to attend one Open House event that will not exceed two hours. In the month in which Open House occurs only two (2) faculty meetings will be held. In the week of Open House no other required meetings will be held.

## ARTICLE 13

### WORKING HOURS AND WORK LOAD

- A. The employee's normal workday will be seven and a half (7.5) hours. The normal workday of the Unit I employees will begin no earlier than 30-45 minutes before the students are scheduled to report and will end no later than 30-45 minutes after the students are dismissed. Employees of the Virtual Academy will have a workweek of 37.5 hours. Their workday will be scheduled so as not to exceed 10 (ten) hours.
- B. The contract days for ten (10), ten and a half (10.5), eleven (11), and twelve (12) month employees will be:

ten (10) month.....	190
ten and a half (10.5) month.....	200
eleven (11) month.....	210
twelve (12) month teacher.....	227
twelve (12) month administrator.....	261

Ten and a half (10.5) and eleven (11) month employees in Unit I will follow the same work and holiday schedule as teachers unless prior approval is granted by their immediate supervisor.

- C. Any first year teachers who attend a mandatory New Teacher Orientation held in August during their first year, will be paid a stipend of \$275 per day for each day of documented attendance. These days will be in addition to the regular teacher work year as described above. Teachers will be paid the \$275 per day after documented proof is received that they have worked days beyond the normal work year. There will be no signing bonuses paid by the Board to any employee.
- D. MSEA Convention - Certificated employees who wish to attend the MSEA Convention, will be granted a day of administrative leave to attend conferences, workshops and other events associated with the Convention. Employees will provide evidence of attendance.
- E. All school-based Unit I and 10, 10.5 and 11-month Unit II employees will not be required to report to work when schools are closed for students due to inclement weather. 12-month Unit II employees shall be entitled to use sick or annual leave when schools are closed for students due to inclement weather. In the event of an early dismissal due to inclement weather, Itinerant teachers will not be required to travel between their assigned schools.

F. School-based Unit I employees may be required to remain after the end of the Unit I employees' day, without additional compensation, for no more than three faculty meetings a month. Every effort will be made to start faculty meetings as close to the end of the student day as possible. Faculty meetings will last no more than one hour beyond the duty day. Administrators are encouraged when possible to consider the use of video conferencing. Attendance at other meetings outside the regular workday will be at the option of the individual employee. Except in case of an emergency, Unit I employees will not be required to remain for faculty meetings on Fridays or the day before a holiday. Whenever possible, Unit I employees will be notified 48 hours in advance of any meetings scheduled outside the regular workday. Faculty meetings will not be held on days designated for report card preparation or on the day before a non-teacher workday.

1. Mandatory training will be completed within the workday. In addition, completion of Equity Training and Safe Schools Training are a professional responsibility for employees whose job requires their completion.

G. Employees will have a duty-free lunch period of not less than thirty (30) minutes. When attending in-service events off site, where lunch is not provided, employees will have a duty-free lunch period of one (1) full hour.

#### H. Planning Time

Middle school and high school teachers shall normally be provided, in addition to their lunch period, one (1) self-directed planning period during the student day. In secondary block-scheduled schools, at least 45 minutes of the block will be self-directed teacher planning time; the remaining time in the block period may be used at the discretion of the principal for other purposes.

Elementary teachers will be provided 240 minutes per week self-directed preparation time during the student day. Planning time will be scheduled in blocks of no fewer than 40 minutes each day.

Virtual Academy teachers will be provided 240 minutes of self-directed planning time per week, in no less than 45 minute increments each day.

Resource teachers, Speech and Language Pathologists, Physical and Occupational Therapists, Counselors, Media Specialists and all other Unit I employees will structure their schedules to allow for flexibility while still providing the same time as described above for Unit I employees within the student day for planning and preparation.

- a) Special Education – Special education teachers who do not have a recurring daily planning period designed for IEP case work, over and above normal planning as described above, will be provided with one full day each quarter during the normal student day for IEP case work at the teacher's

own direction. The scheduling of these days of IEP planning will be developed in collaboration between the principal and the teacher so as to address the workload most efficiently.

- b) In addition to the days described in paragraph a) above, special education teachers who serve as case managers for five (5) or more students with IEPs may request up to one additional day per quarter for IEP case work. The principal will approve these additional days, as long as they are not scheduled so as to conflict with the school's educational program. The scheduling of these days of IEP planning will be developed in collaboration between the principal and the teacher so as to address the workload most efficiently.

#### 1) Report Card Preparation:

- a) Quarters 1, 2 and 3:

A minimum of two (2) hours shall be provided at the end of each marking period for the purpose of report card preparation. At the end of the second quarter, one-half of the teacher workday will be devoted to report card preparation and other end of the semester activities at the individual teacher's direction. No other events or meetings will be scheduled during this time.

The end of the marking period will be at least one day before the day designated for employee report card preparation time as described above.

Employees will not be required to export grades sooner than the end of the workday on the day after the designated planning time.

Employees who submit all necessary report card information by the designated deadline will not be required to submit report card corrections until the end of the next workday after receiving edit suggestions from administration.

- b) Quarter 4:

Teachers will be provided at least four hours to complete final grades. Final grades will be due no sooner than the day before the final day of school for students. No other events or meetings will be scheduled during this time.

Senior grades for the 4<sup>th</sup> quarter will be completed following the guidelines and due dates set by central office in relation to seniors' last day of school. Two hours will be allotted for report card preparation. Final senior grades will be due no sooner than the end of this designated planning time.

- c) Special area teachers will not be required to submit their grades any earlier than the regular education teachers.
- d) Agreement reached to form a Joint Study Committee that will be convened this summer to explore, study, and make recommendations regarding telework. The Joint Study Committee will also be charged with gathering data, studying, and making recommendations regarding the possibility of a compressed work schedule recommendation for 12-month employees.

## 2) Early Dismissal Days

During ten (10) of the two-hour student early dismissal days contained in any year's school calendar, the time after the students leave will be provided to all Unit I employees for additional planning and preparation time at their own individual direction. No mandatory meetings will be scheduled during this time. These designated planning days will be observed as specified in the school calendar. The Board will make every effort to include in each year's calendar an average of one such early dismissal day per month (a total of ten (10) such days per school year).

The Board will make every effort to align four of the ten (10) teacher planning days described above on the calendar so that they can be used by teachers to prepare interim reports for students.

One-half (3.5 hours) of a teacher in-service day in the fall and one-half (3.5 hours) of the January semester break will be provided for school-based professional development and meetings at the individual Principal's discretion.

- I. Where possible, department heads and team leaders should have additional time for planning and carrying out their other duties.
- J. The Board will provide class coverage for teacher participation in IEP meetings when the teacher is required to attend. Employees will not be required to attend IEP meetings during their self-directed planning and duty free lunch.
- K. Employees with more than five (5) years of teaching experience in Charles County who have received no unsatisfactory ratings in any category of their two (2) most recent evaluations may substitute a professional development plan for one (1) in-service day. Such plan must be approved by the school principal. The plan must address the individual growth needs of the employee and be submitted not later than ten (10) workdays prior to the scheduled in-service day.
- L. All Unit I school based employees, will have a minimum of two full employee workdays or one full day and two (2) half days of self-directed time at the start of the



new school year so that they may adequately prepare for the arrival of students. Half days can be broken into no less than 3.5 hour blocks of time. No meetings will be held during the two (2) days of designated time for such preparation.

One and a half of the two designated teacher planning days will be provided prior to the last teacher day before students arrive for the new school year. The remaining preparation time will be the last 3.5 hours of the day before students arrive. School based meetings and orientations may be held on the morning of the day before students arrive, but these activities must conclude before the middle of the normal employee workday.

- M. When the calendar provides for a two-hour early dismissal for students, Unit I teachers will be dismissed two hours early on the day before Thanksgiving, the day before winter break and the day before spring break, unless inclement weather or other emergency delays student dismissal.
- N. Tenured teachers may volunteer to teach one extra class during their normal planning period; such teachers will have an amount equal to one-seventh of the annual pay for their step and lane added to their annual pay for the year in which they teach this extra class. This extra amount will be reflected on the teacher's assignment sheet so as to count towards his or her retirement benefit. All tenured teachers who are interested in teaching a class during their normal planning period as outlined above should contact the principal of the school to express their interest in doing so. The principal will consider all such requests before making a decision.

#### O. Lesson Plans

- 1. Lesson plans that have been approved by the Office of Instruction and that support the curriculum for each grade level and subject will be maintained on the BOE network drive, so that they can be downloaded and used by employees.
- 2. Teachers will be required to write lesson plans and have them available for review upon request of the administrator.
- 3. Administrators may ask for lesson plans to be submitted two (2) days in advance.
- 4. Teachers will not be required to submit lesson plans more than two (2) days in advance unless one of the following conditions exists:
  - a. lesson plans are required to be submitted as part of the formal professional practice observation
  - b. planning is identified as an area of concern and a Plan for Professional Growth is implemented

- c. it is agreed upon between the teacher and the administrator as part of professional development.

If one of these conditions exists, they can be required up to one week in advance.

- 5. If a specific lesson plan format is required by the school level administrator, only the CCPS approved Lesson Plan Template shall be used.
- P. If a teacher must be assigned to teach more than three different preparations, the Principal will explain the reasons why within one week of assigning the teacher to teach more than three preparations and make reasonable efforts to provide accommodations to the teacher to account for expanded planning responsibilities. This would include additional planning time or the elimination of duties as accommodations. In cases where the teacher is itinerant, all Principals at the schools where the itinerant teacher teaches shall share responsibility for explaining the reasons and providing accommodations.
- Q. Unit I employees will not be required to provide class coverage for another employee during their self-directed planning time or lunch. If a Unit I employee volunteers to provide coverage during their self-directed teacher planning time, they will be compensated \$25 per occasion. Every effort will be made not to ask a non-tenured teacher or a teacher on a Professional Growth Plan to provide coverage. If no other staff volunteer, then non-tenured employees can be asked and will receive the same compensation if they choose to volunteer.
- R. Employees will normally be given at least forty-eight hours notice for scheduled IEP meetings, parent teacher conferences, and twenty-four hours notice for parent visitations.
- S. Unit I and Unit II employees shall not be used to backfill positions (long-term sub, teaching, counseling, etc.) exceeding ten (10) days. In the event a Unit I or Unit II employee is required to backfill a position the employee shall be provided sufficient time to fulfill the duties of the backfill position and shall be compensated at 50% of the long term substitute teaching pay for each day, retroactive to the first (1<sup>st</sup>) day.

## **ARTICLE 14**

### **PERSONNEL EMPLOYMENT PROVISIONS**

- A. Each employee will be placed on the proper step of the salary schedule according to his or her assignment, applicable professional experience and education, with the provision that no employee's salary will be reduced during the first two years because of involuntary reassignment out of his or her own area of certification.
- B. When it is evident that a certificated member has an error in their salary or additional stipends that should be received, and it can be documented that this error was the fault of Charles County Public Schools and not the employee:
  - 1. The error will be remedied so that the employee is placed on the correct salary scale, and
  - 2. The employee's salary will be adjusted as necessary and retroactive payments will be made for the current fiscal year, and
  - 3. If necessary, salary payments will be made to the employee retroactively for up to two (2) additional fiscal years from the date the error is identified.
- C. Progression on the salary scale is determined by the employee's anniversary date or the date of advancement to a higher training or certification level. Certificated employees employed by November 30 shall have the following September 1 as their anniversary date. Certificated employees employed between December 1 and March 31 will be placed on the appropriate "X" scale beginning with the second year of employment.
- D. Previously accumulated leave will be restored to a returning employee who has been called to military service.
- E. Upon his or her initial employment, an employee will be given credit through salary scale placement for previous applicable professional experience and education. On initial placement, Retired Rehired Unit I and Unit II employees will be given credit for applicable professional experience and education.
- F. The contract year will normally include twenty-six (26) pay dates, with no fewer than two pay dates per month.
- G. Deductions for retirement fees will be divided equally among twenty-six (26) pay checks issued between September 1 through August 31<sup>st</sup>.
- H. Except as indicated in paragraph D above, employee service credit will begin with the date of employment of the employee. Credited service for purposes of longevity

will be the total uninterrupted service (excluding approved leaves of absence) from that date in Charles County Public Schools.

- I. Upon request to the Office of Fiscal Services, employees shall be provided with literature explaining the various options available to them upon retirement. A conference will be held for the employee who wishes it.
- J. The Board of Education will make every effort to ensure that when an employee is on leave without pay (LWOP), the deductions from his or her paycheck for that LWOP period will be distributed so as to reduce all subsequent checks equally.

## **ARTICLE 15**

### **SALARIES**

- A. In FY 2022, all Unit I and Unit II employees will receive a pay level advancement and a 1% COLA effective July 1 of 2021.

Unit I pay scales for SLPs, OTs, PTs, and Audiologists, will be implemented to align with advanced levels of training required at the entry level for each position.

Unit II Instructional Specialist pay scale will be adjusted for FY22.

- B. As the timeline for the Blueprint for Maryland's Future initiatives are enacted, negotiations will be reopened for the sole purposes of negotiating provisions of the legislation that impact salary, working conditions, or any other provision of this agreement.
- C. Unit I employees assigned to evening school, summer school, summer curriculum writing and Professional Development stipends or other similar programs offered by CCPS shall be paid at the hourly rate of \$35.00/hour. Exemptions will include optional professional development. Extended day program (ELO) certificated staff will be paid at an hourly rate of \$30.00 per hour. Unit II employees who teach/participate in these activities outside their normal workday/year shall be paid an hourly rate of \$35.00 per hour. Unit II employees who act as an administrator outside of their normal workday/year shall be paid \$38.00 per hour.
- D. An approved MA +30 will earn the holder \$1000 more than MA. An approved doctorate would earn the holder \$2,500 more per year than a Masters +30.
- E. Employees who successfully complete the voluntary National Board for Professional Teaching Standards certification process will be paid \$2,500 in addition to their regular annual salary.

Speech and Language Pathologists and Audiologists who successfully complete their National Certificate of Clinical Competency (CCC) will be paid \$2,500 in addition to their regular annual salary.

Occupational Therapists who successfully complete their Occupational Therapist Registered (OTR) Certification will be paid \$2,500 in addition to their regular annual salary.

Physical Therapists who successfully complete their Specialist Certification will be paid \$2,500 in addition to their regular annual salary.

School Psychologists who successfully complete the National Certification issued by the National Association of School Psychologists (NCSP) will receive an extra \$2,500 in addition to their regular annual salary.

School Counselors who successfully complete the national certification issued by the National Board of Certified Counselors (NBCC) will receive an extra \$2,500 in addition to their regular annual salary.

JROTC instructors hired prior to July 1, 2021 who have a Master's Degree will receive \$4,000.00 in addition to their regular salaries. After July 1, 2021 JROTC instructors are placed on the 11-month teacher salary scale on the APC lane commensurate with successful years of documented experience teaching at a military institution or other instructional assignment and are eligible for the same benefits and pay enhancements as other Unit I employees.

An employee's involuntary transfer will not result in loss of the stipend for any national certification as described above.

- F. In addition to the \$2,500 above, employees with a NBPTS certification will receive an additional \$2,000 to compensate for the loss of state funding for that bonus.
- G. When current Unit II members are promoted to a new position within Unit II, the employee will be placed at a pay level so that their per diem rate is equal to, but not less than their current per diem plus an additional 5% for initial placement.
- H. When current Unit I members are promoted to a Unit II position, the employee will be placed on the Unit II pay scale so as to be paid no less than their current per diem rate plus an additional 5% for initial placement.
- I. Retired Rehired employees in Unit I will be paid the salary negotiated in the Agreement for the appropriate step and lane (BA, MA, APC, MA +30, PhD) prorated for eleven (11) or twelve (12) months if the position requires it. Unit II Retired Rehired employees are not eligible to advance on the Unit II pay scale.
- J. Any Unit I or Unit II employees who are substituting for an absent principal will be paid retroactively at the principal level after ten (10) days of consecutive substituting. Any Unit I or Unit II employees who are substituting for an absent vice principal will be paid retroactively at the vice principal level after ten (10) days of consecutive substituting.
- K. CCPS will reimburse Speech and Language Pathologists, Occupational Therapists, Physical Therapists, and Audiologists for their licensure and renewal fees.

## **ARTICLE 16**

### **EXTRA PAY FOR EXTRA DUTY (EPED)**

- A. A joint EPED committee will continue its work exploring needed recommendations for EPED. The committee will convene at least twice in the first semester of the FY 22 school year. The responsibilities of this committee are to:
- Review stipend allocations for each EPED position considering essential job functions, duties, responsibilities and time commitment required for the position. The committee will consider structuring a system that aligns stipends with requirements for minimum hours, duties, responsibilities, duration of the activity, and the longevity of the employee in the EPED stipend role.
  - Consider increases to stipends to be commensurate with the responsibility of the work.
  - Review and update job descriptions for all negotiated EPED positions, outside of athletic programs, and create a mechanism for regular review.
  - Develop a and oversee the process by which additional positions will be considered for inclusion in this article in future negotiations.
  - Provide a report to the Chief Negotiators for EACC and CCPS by February 1 each year which shall include recommendations for negotiations regarding Extra Pay for Extra Duty.
- B. For the purposes of this agreement, EPED assignments are those assignments that must be conducted beyond the employee's duty day and that require the direct leadership of and responsibility for students and/or employees.
- C. The positions listed in this article have been approved for extra pay at the designated rate listed. The rate of pay represents a maximum stipend and is contingent upon the individual fulfilling all of the essential job functions, duties and responsibilities of the Extra Pay for Extra Duty position as outlined in the job description. In the event a stipend is reduced by the principal because all provisions have not been fulfilled, the decision shall be made after a conference between the principal and the employee.
- D. It is the Board's intention that the number of positions for Extra Pay for Extra Duty be increased so that teachers are fairly compensated for their additional work.
- E. All vacancies for extra pay positions as shown in this article will be adequately publicized. Extra pay for extra duty positions may be held by Unit I and II employees and will be filled in the following order:
- a. Unit I bargaining unit members
  - b. Unit II bargaining unit members
  - c. Other CCPS employees

d. Non-CCPS employees

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

G. Stipends for the EPED positions will be paid as follows:

Fall Positions – At the conclusion of the Fall Sports Season

Winter Positions – At the conclusion of the Winter Sports Season

Spring and Annual Positions – At the conclusion of the Spring Sports Season

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

Extra Pay for Extra Duty Positions for (see Stipend Scale in Appendix 2)

\*\*Any HS Drama Department that opts to do a musical production during the course of a school year will have the following additional stipends provided by the BOE: \$700 to the Drama Sponsor who directs the musical; \$500 for the Vocal Music Coach; and \$400 for the Orchestra Director. These stipends will in no way reduce or be substituted for any stipends provided for Theatre Manager, Drama Sponsor, Choral Director, Band Director or any other position currently compensated in Appendix 2.

EPED POSITION	SEASON	ACTIVITY TYPE	PAY CATEGORY
Athletic Director	Year	Athletics	0
Football Coach - Head Varsity	Fall	Athletics	2
Band Director (HS)	Year	Fine Arts	3
Basketball Coach - Head Varsity (boys and girls)	Winter	Athletics	3
Wrestling Coach - Head Varsity	Winter	Athletics	3
Football Coach - Head JV	Fall	Athletics	4
Baseball Coach - Head Varsity	Spring	Athletics	5
Outdoor Track Coach - Head Varsity (boys and girls)	Spring	Athletics	5
ROTC Activities Sponsor	Year	Academic Club	5
Softball Coach - Head Varsity	Spring	Athletics	5
Theater Manager (HS)	Year	Fine Arts	5
Choral Director (HS)	Year	Fine Arts	6
Drama Sponsor (HS)	Year	Fine Arts	6
Volleyball Coach - Head Varsity	Fall	Athletics	6
Wrestling Coach - Head JV	Winter	Athletics	6
Basketball Coach - Assistant JV (boys and girls)	Winter	Athletics	7
Basketball Coach - Assistant Varsity (boys and girls)	Winter	Athletics	7
Basketball Coach - Head JV (boys and girls)	Winter	Athletics	7
Field Hockey Coach - Head Varsity	Fall	Athletics	7
Football Coach - Assistant, all levels	Fall	Athletics	7



<b>EPED POSITION</b>	<b>SEASON</b>	<b>ACTIVITY TYPE</b>	<b>PAY CATEGORY</b>
Lacrosse Coach - Head Varsity (boys and girls)	Spring	Athletics	7
Soccer Coach - Head Varsity (boys and girls)	Fall	Athletics	7
Unified Sports District Rep	Year	Athletics	7
Wrestling Coach - Assistant Varsity/JV	Winter	Athletics	7
AVID Coordinator (MS, HS)	Year	Staff Support	8
CCASC Advisor	Year	Student Government	8
Cheerleading (Fall) Coach - Head	Fall	Athletics	8
Cheerleading (Winter) Coach - Head	Winter	Athletics	8
NHS Sponsor (HS)	Year	Academic Club	8
PBIS Coordinator (ES, MS, HS)	Year	Staff Support	8
Tennis Coach - Head	Spring	Athletics	8
Marching Band Director	Fall	Fine Arts	9
Outdoor Track Coach - Assistant Varsity (boys and girls)	Spring	Athletics	9
Yearbook Sponsor (HS)	Year	Service Club	9
Baseball Coach - Assistant	Spring	Athletics	10
Baseball Coach - Head JV	Spring	Athletics	10
Cross Country Coach - Head	Fall	Athletics	10
Golf Coach -Head	Fall	Athletics	10
Indoor Track Coach - Head	Winter	Athletics	10
Junior/Senior Class Sponsor	Year	Student Government	10
Newspaper Sponsor (HS)	Year	Service Club	10
SGA Sponsor (HS)	Year	Student Government	10
Softball Coach - Head JV	Spring	Athletics	10
Softball Coach -Assistant Varsity	Spring	Athletics	10
Band Director (MS)	Year	Fine Arts	11
Cheerleading (Fall) Coach - Assistant/Head JV	Fall	Athletics	11
Cheerleading (Winter) Coach - Assistant/Head JV	Winter	Athletics	11
Choral Director (MS)	Year	Fine Arts	11
Dept Chair/Team Leader 15+ members	Year	Staff Support	11
Drama Sponsor (MS)	Year	Fine Arts	11
Field Hockey Coach - Assistant	Fall	Athletics	11
Field Hockey Coach - Head JV	Fall	Athletics	11
Lacrosse Coach - Head JV (boys and girls)	Spring	Athletics	11
Lacrosse Coach - Assistant Varsity (boys and girls)	Spring	Athletics	11
Orchestra Director (HS, MS)	Year	Fine Arts	11
Soccer Coach - Assistant Varsity (boys and girls)	Fall	Athletics	11
Soccer Coach - Head JV (boys and girls)	Fall	Athletics	11
Unified Track and Field Coach - Head	Spring	Athletics	11

<b>EPED POSITION</b>	<b>SEASON</b>	<b>ACTIVITY TYPE</b>	<b>PAY CATEGORY</b>
Volleyball Coach - Assistant Varsity	Fall	Athletics	11
Volleyball Coach - Head JV	Fall	Athletics	11
Dept Chair/Team Leader 10-14 members	Year	Staff Support	12
Swimming Coach - Head	Winter	Athletics	12
Track Coach - Assistant JV	Winter	Athletics	12
Yearbook Sponsor (MS)	Year	Service Club	12
Art Event Lead Teacher (ES, MS, HS)	Year	Fine Arts	13
Band Event Lead Teacher (ES, MS, HS)	Year	Fine Arts	13
Band Front Units	Fall	Fine Arts	13
Basketball Coach - Freshman	Winter	Athletics	13
Chorus Event Lead Teacher (ES, MS, HS)	Year	Fine Arts	13
Cross Country Coach - Assistant	Fall	Athletics	13
Dept Chair/Team Leader 6-9 members	Year	Staff Support	13
DI Sponsor (ES, MS, HS)	Year	Academic Club	13
Freshman/Sophomore Class Sponsor	Year	Student Government	13
Golf Coach - Assistant	Fall	Athletics	13
Inclusion Support Coordinator	Year	Staff Support	13
Orchestra Event Lead Teacher (ES, MS, HS)	Year	Fine Arts	13
Swimming Coach - Assistant	Winter	Athletics	13
Tennis Coach - Assistant	Spring	Athletics	13
Theater Event Lead Teacher (ES, MS, HS)	Year	Fine Arts	13
Unified Bocce Coach - Head	Winter	Athletics	13
Unified Tennis Coach - Head	Fall	Athletics	13
Weight Room Monitor	Year	Athletics	13
Best Buddies (ES, MS, HS)	Year	Service Club	14
Dept Chair/Team Leader 1-5 members	Year	Staff Support	14
Educators Rising Sponsor	Year	Academic Club	14
It's Academic Sponsor (HS)	Year	Academic Club	14
Key Club Sponsor (HS)	Year	Service Club	14
Math Team/MathCounts Sponsor (HS, MS)	Year	Academic Club	14
MESA Sponsor (ES, MS, HS)	Year	Academic Club	14
Mock Trial Sponsor (HS)	Year	Academic Club	14
Public Relations Liaison	Year	Staff Support	14
SADD/Just Say No Sponsor	Year	Service Club	14
SGA Advisor (MS)	Year	Student Government	14
Skills USA Sponsor (HS)	Year	Academic Club	14
SSL Coordinator (MS, HS)	Year	Staff Support	14
Synergy Coordinator	Year	Staff Support	14
Itinerant Instrumental Music Teacher - 2+ schools	Year	Fine Arts	15

<b>EPED POSITION</b>	<b>SEASON</b>	<b>ACTIVITY TYPE</b>	<b>PAY CATEGORY</b>
Math Team Sponsor (ES)	Year	Academic Club	15
NJHS Sponsor (MS)	Year	Academic Club	15
Robotics Team Sponsor (ES)	Year	Academic Club	15
Yearbook Sponsor (ES)	Year	Service Club	15
All County Chorus Program Director - East	Spring	Fine Arts	16
All County Chorus Program Director - West	Spring	Fine Arts	16
Instrumental Music Teacher (ES)	Year	Fine Arts	16
MS Tournament Coach - Archery	Spring	Athletics	16
MS Tournament Coach - Basketball	Winter	Athletics	16
MS Tournament Coach - Golf	Fall	Athletics	16
MS Tournament Coach - Track & Field	Spring	Athletics	16
MS Tournament Coach - Volleyball	Fall	Athletics	16
Builders Club Sponsor (MS)	Year	Service Club	17
Environmental Science Sponsor (ES)	Spring	Academic Club	17
General Music Teacher	Year	Fine Arts	17
K-Kids Club Sponsor (ES)	Year	Service Club	17
Spelling Bee Sponsor (MS Only)	Winter	Academic Club	17
Musical Production Orchestra Director	Varies	Fine Arts	\$400
Musical Production Vocal Music Coach	Varies	Fine Arts	\$500
Musical Production Director	Varies	Fine Arts	\$700

**A. Bargaining unit members who work CCPS athletic events and extracurricular activities will be paid as follows:**

- a. Each game worker shall be paid \$50.00 per event, whether a single game or doubleheader.
  - i. If a game worker sells or takes tickets for multi-sport games occurring at the same time the game worker is to be paid \$50.00
  - ii. Game workers that are working triple headers (i.e.: Fr, JV, V Boys Basketball) are to be paid \$75.00
- b. When a game manager is needed (to substitute for the athletic director) they shall be paid \$75.00 per event
  - i. Game managers for triple headers are to be paid \$100.00
- c. Compensation for game workers who provide services at all-day invitational tournaments, hosted by the school (not State or SMAC related), may be determined at the discretion of the athletic director in consultation with the principal

## **Article 17**

### **TUITION REIMBURSEMENT AND STAFF DEVELOPMENT**

- A. Certificated professional employees holding a Conditional, SPC or APC shall be reimbursed up to \$2,500.00 per employee per fiscal year based on the following schedule. Additional tuition reimbursement beyond the \$2,500.00 limit may be provided at the discretion of the Assistant Superintendent of Human Resources. Tuition increases through FY 25 are documented in the chart below.

<b>Purpose</b>	<b>FY22-</b>	<b>FY23-</b>	<b>FY 24-</b>	<b>FY 25-</b>
<b>General</b>	\$2,500.00	\$2,650.00	\$2,850.00	\$3,000.00

\*This amount denotes the maximum amount per year, not a cumulative.

- B. The following conditions shall apply to reimbursement:
1. MSDE or College courses for employees with a Bachelor's degree must be in a job-related area and have approval of the Superintendent or his or her designee prior to enrollment in the course. The courses for employees with a Master's degree must be in a job-related area and have approval of the Superintendent or his or her designee prior to enrollment in the course.
  2. Employees with a Bachelor's degree must earn a grade of C or better and the employee with a Master's degree must earn a grade of B or better before reimbursement will be approved. Payment will be requisitioned upon presentation of final grades and receipt showing tuition payment.
  3. With the exception of extenuating circumstances, certificated employees who receive tuition reimbursement and leave employment within two (2) years of receiving reimbursement shall be required to repay the monies received. The employee may pay monies owed directly or they may have the amount deducted from their last paycheck. The entire obligation must be satisfied within six (6) months of the employee leaving CCPS.
  4. The total expenditure for this purpose shall not exceed the amounts listed in A above per employee or a total budget limitation of \$500,000 for all requests per year.
  5. In the event an employee cannot be reimbursed because of budget limitations, he or she will be paid prior to new claimants in the next fiscal year.
  6. Employees approved for courses will be able to participate in a pre-paid tuition reimbursement program with colleges who have agreed to participate with the Charles County Board of Education. The employee will pay only the difference between the actual tuition and the amount approved for reimbursement. The

grade requirements described in Section B, 2 will apply to this pre-paid tuition program. If the employee fails to achieve the grades required, the full cost of tuition will be recovered from the employee.

- C. If a person is teaching out of his or her area of certification and is requested by the Board to take course work to continue teaching in that area, the Board will pay the full tuition cost for subject course work. The course work must be approved in advance of the teacher beginning the course in order for this provision to be applied.
- D. Employees who participate in paid conferences or workshops offered by the Board through staff development will receive their agreed stipend within thirty (30) days following completion of the workshops or tasks.
- E. Once in every two (2) year period employees may utilize tuition reimbursement and/or staff development funds to attend individualized professional development programs (seminars, conferences, etc.) by securing approval through the office of School Administration.
- F. The Education Association of Charles County will be given an opportunity to present training opportunities for certificated employees, and will forward a list of potential workshops/classes to the Superintendent or his or her designee for approval. These trainings may be made available on county and school in-service days with the approval of the Superintendent or his or her designee.
- G. The EACC will be allotted one full session at New Teacher Orientation to present a workshop or training to new teachers.

## **ARTICLE 18**

### **HEALTH AND LIFE INSURANCE PACKAGES**

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

1. Health Insurance (including dental, optical and prescription drugs)
2. Life Insurance/Accidental Death and Dismemberment

Plan specific information will be posted on the employee portal.

Employees on approved leaves of absence are required to maintain timely payments for their share (25%) of the insurance premiums.

The maximum annual dental benefit will be \$1,400 per person. The maximum orthodontic benefit will be \$1,400 per occurrence.

Employees and retirees eligible for insurance will have the ability to change between any of the three plans or between the two plans for employees hired after July 1, 2003. During open enrollment, employees can add, drop, or change between family and individual plans based on documented qualifying events outside of the annual open enrollment period.

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

C. Retiree Health and Life Insurance Plans

The Board of Education of Charles County will support the health and life insurance plan for retiring employees who have participated in the plan and have been employed by the Board of Education of Charles County ten (10) or more consecutive years immediately prior to retirement and who participated in the health and life insurance plan at the time of retirement and for ten years immediately prior to retirement from the Board of Education of Charles County. The percentage of participation by the Board of Education will be the same as supported for active employees.

The above support will be implemented until the retiree or spouse/dependent is eligible for Medicare benefits. At that time, the employee or spouse/dependent must apply for Medicare Part A and Part B. The Board will support a Medicare supplement plan for retirees who are Medicare eligible regardless of age. The cost share for the

supplement will be provided at the same cost sharing percentage as active participants.

Employees who have worked for the Charles County Board of Education for twenty-five (25) or more years immediately prior to retirement and who participated in the health and life insurance plans at the time of retirement and for five (5) years immediately prior to retirement from the Board of Education of Charles County will be eligible to continue their insurance coverage with the Board of Education as described in paragraph C above.

Employees who have worked for the Board of Education for at least ten (10) years immediately prior to retirement, who are enrolled in the health plan prior to retirement but who have not participated in the Board's health insurance plans as required above, will have 50% of the premium of the lowest priced health insurance plan paid by the Board of Education during their retirement.

This support will be implemented until the retiree or spouse/dependent is eligible for Medicare benefits. At that time, the employee or spouse/dependent must apply for Medicare Part A and Part B. The Board will continue to pay 50% of the cost share for a Medicare supplemental plan. The 50% cost share is equal to 2 times the premium of the lowest priced supplement plan.

Time spent on approved leaves of absence shall be counted the same as active employment for purposes of computing years of service and eligibility for employee or retiree health insurance as described above.

Those employees retiring on disability will have their service and plan participation requirements waived in order to qualify for the same insurance benefit as employees who have met those service and plan participation requirements.

- D. In addition to the life insurance provided under Paragraph A, employees may voluntarily purchase supplemental life insurance through a Board carrier at 100% cost to the employee.
- E. Board of Education employees who participate in the group Health Insurance or are entitled to the retiree health insurance benefit as detailed above will have the following survivor benefits if they are carrying a family plan at the time of their deaths:
  - 1) If an employee or retiree has worked for ten years or is in the tenth year of service with the Charles County Board of Education, and he or she is carrying a family health insurance at the time of his or her death, the employee's dependents as listed on the policy will have the option of continuing the health insurance coverage for 24 months by paying the employee's portion of the insurance premium to the Board of Education. No new dependents may be added to the policy (except that

if an employee is expecting a child at the time of his or her death, that child may be added to the policy).

- 2) If an employee or retiree has worked for twenty years or is in the twentieth year of service with the Charles County Board of Education, and he or she is carrying family health insurance at the time of his or her death, the employee's dependents as listed on the policy will have the option of continuing the health insurance coverage without limitation by paying the employee's portion of the insurance premium to the Board of Education. No new dependents may be added to the policy (except that if an employee is expecting a child at the time of his or her death, that child may be added to the policy).
- 3) Dependent children covered under paragraphs 2 and 3 above will be covered only through the same period of eligibility as for active employees.



## **ARTICLE 19-**

### **EXTENDED LEAVES OF ABSENCE**

- A. The Board agrees that an employee who has completed at least one year of service may be granted a leave of absence for one year without pay for the purpose of engaging in local, state, and national education association activities.
- B. A leave of absence without pay may be granted to any employee who has completed at least one year of service with the Board upon application to the Board for the purpose of campaigning for or serving in a county, state, or national public office.
- C. The statutory requirements with regard to military leave shall apply to this agreement, except that employees who are called up for active duty service will be paid their Board salary through the remainder of the fiscal year in which the deployment occurs.
- D. An employee will submit in writing to the Board his or her request for an extended leave of absence. The employee will receive written notice of the decision as soon as possible.
- E. In granting a leave of absence, the Board agrees to offer to the employee, on the expiration of leave, employment of as near comparable status as possible at the time without creating a new position or transferring another employee.
- F. The Board may grant leave without pay and without credit for experience to an employee who has completed at least one year of service with the Board for the following reasons:
  - 1. Personal illness
  - 2. Severe illness of a member of the employee's family
- G. The Board will normally grant leave without pay but with credit for experience to an employee who has completed at least one year of service with the Board for the following reasons:
  - 1. Military Service (tenure not required)
  - 2. Exchange Teaching
  - 3. Full-time study at a college or university or other approved educational institutions
  - 4. Peace Corps

#### H. Maternity Leave

An employee who has completed at least one year of service with the Board who wishes to leave her position prior to the period of disability associated with child-birth and/or does not wish to return to her position after such period of disability may be granted, upon request, an initial leave of absence for up to one year without pay\_and without credit for experience.

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

#### I. Parental Leave

Employees who have completed at least one year of service with the Board may be granted, upon written request, an initial leave of absence up to one year without pay and without credit for experience, to care for the child of the employee.

- J. The leave shall normally be for an entire school year or for the remainder of the school year in which it becomes effective.
- K. The Board will consider a request for an extension of leave for the second year by an employee who submits his or her request in writing by June 20. He or she will receive written notice of the decision.
- L. All leaves shall be effected in a consistent manner according to Board policy.

## **ARTICLE 20**

### **SICK LEAVE**

- A. A certificated employee can earn one (1) day of sick leave for each month in his or her contract year. Sick leave days to be earned during the current year will be available as of the first official day of the school year. The employee may request sick leave beyond the above limit. Such request must be submitted in writing to the Executive Director of Human Resources. If an employee resigns before completing his or her contract year, the Board may prorate the sick leave advanced for the given year and recover the portion of leave corresponding to the number of months not worked, unless the employee retires or he or she resigns due to hardship reasons, including personal illness or illness of an immediate family member.
- B. Employees may use their sick leave to care for illnesses of members of their immediate family or household. This leave will be deducted from the employee's accrued sick leave balance. Immediate family shall include spouse, minor child, minor stepchild, guardians, parents, siblings or anyone who lives regularly in the household of the employee.
- C. The class of an absent teacher shall be provided with the best qualified substitute teacher.
- D. A teacher may recommend a substitute for his or her classes during the period of absence. However, a teacher is not required to find their own substitute. Substitute plans can be provided through asynchronous lessons, written detailed plans, or a recorded lesson.
- E. Certificated employees with ten (10) or more consecutive years of contracted service immediately prior to retirement (excluding approved leaves of absence) with the Board of Education of Charles County shall be reimbursed for unused sick leave upon their retirement. The employee shall be reimbursed only for sick leave accumulated while employed by the Charles County Board of Education. The rate of reimbursement shall be \$100 per day. Eligible employees may be paid the approved rate for no more than one hundred (100) days of accumulated sick leave. This amount is to be given to the retiree upon completion of all requirements to become a retiree. In the event that a Board employee dies prior to his or her retirement, the employee's estate will be paid at the above rate for the employee's accumulated sick leave up to one hundred days.
- F. Retired rehired employees will be given ten (10) days of sick leave days at the beginning of the school year and will be governed in the taking of such leave by the provisions of the Negotiated Agreement except that Retired Rehired

employees will not accrue sick leave from year to year and will not receive payment for any unused leave.

Certificated employees who are not eligible for leave under the Family Medical Act (FMLA) and who become parent to a child through adoption or childbirth during the work year will be granted twelve (12) weeks of parental leave. Such leave may be charged to the employee's sick, personal, or annual leave.

- G. Sick Leave Bank and Exchange – A joint Sick Leave Bank and Exchange Study Committee will be established effective July 1, 2021 between the Association, the Board, and AFSCME. The Committee will research and make recommendations regarding a Sick Leave Bank and Exchange being established. The committee will be charged with considering structures, processes, and guidelines for implementation of a Sick Leave Bank and Exchange.

## **ARTICLE 21**

### **OTHER LEAVES**

#### **A. Annual Leave 12-month Unit II**

1. Each twelve (12) month Unit II member shall be entitled to twenty-six (26) days of annual leave for a full year of employment.
2. There will be a fifty (50) day limit to the amount of annual leave that a twelve (12) month Unit II member can accumulate. Leave earned for the current year will be accrued in addition to this limit. Any leave accumulated above the fifty (50) day limit as of September 1 of each year will be converted to sick leave and credited to the employee's sick leave balance.
3. The Board shall inform each twelve (12) month Unit II member once a year of the amount of annual leave he or she has accumulated.
4. A ten (10), ten and a half (10.5) or eleven (11) month employee who transfers into a twelve (12) month position with the Board will have his or her current personal leave balance converted to annual leave upon the effective date of the twelve (12) month position.
5. Twelve (12) month Unit II members, upon separation from employment for any reason, will be paid a maximum of up to seventy-six (76) earned annual leave days at the employee's per diem rate.
6. Twelve (12) month Unit II employees who are reassigned to a eleven (11), ten and a half (10.5) or ten (10) month employee position, six (6) days of the employee's annual leave will be converted to personal leave and the remaining annual leave shall be paid out, at their per diem rate prior to reassignment, within the next full pay period.

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

#### **C. Summons: A certificated employee may be absent without loss of salary for court summons provided that the employee explains the reason for the summons in order to determine eligibility for pay allowance. Except as described below, such leave shall be used when the employee is summoned to appear as a witness for the benefit of another party, or when the party appears in a civil court proceeding, or appears in a criminal case in his or her own defense and the verdict is not guilty. Administrative leave for court appearances as described above will be limited to**

two (2) instances per fiscal year. After these two (2) instances, an employee may use his or her personal or sick leave in order to appear in court.

The employee may use annual leave, personal leave or leave without pay to participate in legal actions related to traffic citations (regardless of verdict), civil proceedings initiated by the employee, criminal cases in which the outcome is anything other than a verdict of not guilty, or custody or divorce proceedings.

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

Certificated employees may, upon request, be granted administrative leave without loss of salary to attend the funeral of a fellow employee, intimate friend, or more distant relative. Administrative leave for attending funerals of fellow employees, intimate friends, or more distant relatives as described above will be limited to two instances, of up to two (2) days each, per fiscal year.

- E. Advanced Degree Leave: A certificated employee shall be granted one day of leave with pay to receive an advanced degree awarded on a workday.
- F. Assault Leave: An employee who is absent from work as a result of an assault as defined by the Negotiated Agreement and has occurred as a result of a work-connected incident which is not compensated by Workers' Compensation, shall be granted administrative leave. In the event the employee shall be subsequently awarded a Workers' Compensation allowance, while also receiving a salary on administrative leave, that employee shall tender the Board with all such Workers' Compensation payments.

G. Workers' Compensation

1. When a certificated employee is absent from school as a result of personal injury occurring in the course of his or her employment as used and defined in the Workers' Compensation Laws of Maryland, the employee will be paid his or her full salary, minus the amount of any Workers' Compensation payments received for salary during the period of temporary disability, not to exceed a period of sixty (60) calendar days. After sixty (60) calendar days, employees who still qualify for weekly disability payments will receive only the funds approved by the State Worker's Compensation Board. An employee who is a participant in a rehabilitation program approved/administered by the Maryland Association of Boards of Education Workers' Compensation Group Self-Insurance Fund may be given an extension by the Risk Manager or his or her designee. No part of such absence will be charged to the employee's sick

leave. If approved, such personal injury leave will not exceed twenty-four (24) calendar months and will cease when the period covered by Workers' Compensation has expired.

2. The Board will continue to pay its share of the cost of the employee's insurance package for the period of time an employee is receiving Workers' Compensation benefits. The employee is responsible for paying their premiums on a timely basis.
3. When an employee contracts lice, scabies or ringworm as a result of job related duties, the employee shall be granted one (1) day of administrative leave in which to obtain the required treatment when approved by the Office of Human Resources.
4. The employee will agree to a transitional return to work plan offered by the Board and as approved by a physician.

#### H. Personal Leave

1. All Unit I employees and any Unit II employees who are not twelve (12) month will be granted three (3) days of personal leave per year with pay. These aforementioned employees in the fifteenth year of continuous service or beyond will be granted four (4) days of personal leave per year with pay. Beginning with employees hired on or after July 1, 1992, years of service will be understood to be service with the Board of Education of Charles County.
2. These days will not be used the day before or the day following a holiday except in case of emergency. Personal leave will be granted upon 24 hours prior notification, with the approval of the appropriate supervisor. Such approval is to be given in the best interest of the educational program. Employees may accrue up to six (6) days of personal leave and may use up to six (6) days in any one year. The employee will provide at least two weeks' notice to the principal (except in case of emergency) when he or she plans to use more than three consecutive personal leave days. If the ten (10) or eleven (11) month employee does not use his or her personal leave during the year, such that the balance exceeds six (6) days, any days accrued in excess of six (6) days will be credited to his or her accumulated sick leave at the beginning of the next fiscal year.
3. Retired/rehired employees will receive three (3) personal leave days at the beginning of the school year and will be governed in the taking of such leave by the provisions of the Negotiated Agreement except that Retired Rehired employees will not accrue personal leave from year to year and will not receive payment for any unused leave.

- I. Religious/Ideological Observations: All certificated employees, on request, will be permitted to use two (2) sick leave days per year for religious or ideological observances. The employee will notify his or her immediate supervisor at least seventy-two (72) hours in advance of taking such leave.
- J. Floating Leave: At the beginning of the fiscal year, Unit II employees are pre-allocated leave as follows:
  - a. 11-month employees will receive one (1) full day
  - b. 12-month employees will receive two (2) full days

Floating leave represents the compensation for work required beyond the normal duty day as indicated in their job descriptions. This leave can only be used under the following circumstances:

- There is no cost for a substitute
  - Leave is approved by the immediate supervisor
  - There is no carryover from one year to the next (use it or lose it)
  - The allocation will be prorated if less than a full year is worked
- K. A Professional Leave Day- will be granted to a unit member for the purpose of sitting for the School Leaders Licensure Assessment examination with a limit of two (2) occurrences.



**ARTICLE 22**

**COMPLAINTS**

**CONCERNING SCHOOL PERSONNEL**

- A. As a general rule, complaints from parents and other community sources shall be dealt with at the lowest organizational level.
- B. Decisions on complaints shall not be made without consulting the subordinate against whom the complaint was lodged.
- C. In the event that a complaint is lodged against an employee, he or she shall be notified as soon as possible and will be given all pertinent information, prior to being interviewed, unless prohibited by State or Federal law (i.e., child abuse).

## **ARTICLE 23**

### **EMPLOYEE FACILITIES**

- A. Efforts will be made to provide the following facilities in schools where they are not available.
1. Lockable space in each classroom or work area in which employees may store instructional supplies.
  2. An employee work area containing adequate equipment and supplies for use in the preparation of instructional material.
  3. An adequately furnished room or rooms for use of teachers as a faculty lounge. This room will exist for the use of educators.
  4. A serviceable desk and chair for the employee in each classroom or work area.
  5. Well-lighted and clean employees' rest rooms separate from those provided for students.
  6. Access to a telephone for local calls and access to a fax machine for local fax transmissions. Employees may use the school fax machine to send long-distance fax transmissions but will reimburse the school the billed long distance charges if the transmission is of a personal nature. Such personal use of the fax machine will not interfere with normal school business.
  7. An employee parking that is separate from student parking, where possible.
  8. Access to a copier.
- B. Tobacco use, including electronic smoking devices, is not permitted in any Board facility or vehicle.

## **ARTICLE 24**

### **EMPLOYEE EVALUATION**

- A. All monitoring or observation of the work of an employee will be conducted openly.
- B. An employee will be given upon request a copy of any class visit or evaluation report prepared by his or her evaluator. No such report will be placed in the employee's personnel file without his or her prior knowledge.
- C. The Board agrees to protect the confidential nature of personal references, academic credentials, and other similar documents.
- D. A formal evaluation of each employee will be done annually and completed no later than May 1 for non-tenured employees and June 1 for tenured employees except that evaluations of principals and vice principals will be completed by June 30.
- E. Observations and evaluations of employees who have not achieved tenure will be in accordance with procedures adopted by the local Board of Education and will be consistent with the requirements of the State Board of Education and the statutory provision of The Public School Laws of Maryland.
- F. Each employee who has not achieved tenure status will be observed at least two (2) times and evaluated at least once during the first year. If an observation documents a possible evaluation of less than satisfactory, the observations will indicate that possibility clearly, and the employee will receive no fewer than four observations each year until he or she achieves a satisfactory or better overall rating on his or her evaluation. Employees who are rated overall satisfactory in Year 1 and Year 2 will be observed at least twice and evaluated at least once each year until the employee receives tenure.
- G. Prior to a formal observation of teachers, the administrator will conduct a pre-observation meeting, in which teachers will be provided with the expectations/criteria on which their performance will be evaluated. General expectations/criteria that apply to a school wide focus for all staff can be communicated to the entire staff. Individual pre-conferences will be held with teachers in the formal observation cohort as part of the announced observation process. At least one half of the observations in a year for each teacher will be announced. No other formal observation shall be held until after a post-observation conference was held from the previous observation.
- H. Employee Evaluation Instruments

## **Section 1 – Teacher Evaluation Instrument:**

The teacher evaluation instrument will comprise two parts: 1) Professional Practice, worth 50% of the evaluation and 2) Student Growth, worth 50% of the evaluation.

### **Part A: Professional Practice**

The professional practice portion of the evaluation will be based on no fewer than two (2) classroom observations. This portion of the evaluation is divided into four domains that are weighted as follows:

**Domain 1: Planning and Preparation – 10 points**

**Domain 2: Classroom Environment – 15 points**

**Domain 3: Instruction – 15 points**

**Domain 4: Professional Responsibilities – 10 points**

Each domain above will have components and rubrics as provided in Appendix 3.

### **Portfolios**

Teachers will not be required to complete a portfolio for Domains 1-3. A portfolio will be required for Domain 4 only, for non-tenured teachers and those in the cohort being observed in any given year. The due date for the Domain 4 Portfolio submission will be April 1 or the first day back in April, if April 1 falls on a holiday. Portfolios will be scored using the Charles County Public Schools rubrics that are referenced in Appendix 3.

## **Section 2 – Ratings**

Within each domain, using the rubric in the Danielson Framework for Teaching, the evaluator will determine if the educator is Ineffective, Developing, Effective, or Highly Effective for each component. The evaluator will assign the following point values for each component:

Ineffective – 1 point

Developing – 2 points

Effective – 3 points

Highly Effective – 4 points

The percentage of possible points obtained for each domain will be multiplied by the weighting factor for that domain (10% or 15%), then added with the results from other domains to get the Professional Practice Rating. Of the 50 points possible for the Professional Practice portion of the evaluation:

0 – 15 points = Ineffective

15.1 – 25 points = Developing

25.1 – 40 points = Effective

40.1 – 50 points = Highly Effective

### **Part B: Student Growth**

The student growth portion of the teacher evaluation will be based on the following components and points as follows:

- Classroom SLO #1 – 20 points
- Classroom SLO #2 – 20 points
- School SLO #1– 5 points
- School SLO #2– 5 points

### **Part C: Overall Ratings**

Points for both parts will be added and the total score will be used to assign an overall rating as follows:

- 0-30.99 – Ineffective
- 31-49.99 – Developing
- 50-81.99 – Effective
- 82-100 – Highly Effective

If a teacher is rated overall effective or highly effective in any given year, that year will be reported to MSDE by the Board as satisfactory for purposes of certificate renewal and verification of experience.

If a teacher is rated overall developing in any given year, that year will be reported to MSDE by the Board as satisfactory for purposes of certificate renewal, verification of experience, and other documentation if the teacher's score lies in the top half of the point range for "developing." A teacher can continue with an overall rating of developing for two years, after which he or she must achieve an effective rating or else be rated ineffective.

### **Scoring Student Growth**

#### **General Stipulations:**

- 1) Each teacher will develop two (2) classroom SLOs in collaboration with the evaluator.
  - A. Each educator who teaches an HSA-tested subject will write one (1) SLO referencing the HSA scores, which will count towards the following year's student growth component score.
  - B. Teachers will receive student data reports (e.g., pre-test results) at least three (3) weeks prior to the SLOs being due.
  - C. The Rigor Chart provided by CCPS is not mandated and will be used only as a guideline for setting growth targets. The Rigor Chart will be reviewed and updated annually based on the outcomes of the prior pre- and post-test data.

- D. The teacher's draft SLO is due the 4<sup>th</sup> Wednesday of October.
  - E. All SLOs must be approved by the evaluator and finalized by the first Friday in November.
  - F. If the educator and the evaluator cannot agree on whether a classroom SLO is appropriate, the disagreement will be appealed to the Board's Deputy Superintendent, who will consider comparable SLO targets system-wide in rendering a decision.
- 2) Complexity factors for all student growth measures identified within the SLO will be considered in the final evaluation. Progress toward the established target will be factored into the point values assigned toward each SLO.
- A. The attributable students for student growth objectives/targets will not include:
    - i. students who were not enrolled in the educator's classroom by the First Friday in October or
    - ii. any student who is absent 10% of the days within the measured growth period or

Unless, during the midyear review and discussion of complexity factors, both the educator and the evaluator agree to include students described in i or ii above.

- 3) Interim review:
- A. Yearlong classes - during the first three weeks of January, the educator and evaluator will have the option to meet to discuss the progress of attributable students towards the identified classroom SLOs as well as interventions and supports put in place by the educator. Based on consideration of changing complexity factors, the teacher and evaluator may modify the SLO by mutual consent of both parties at this meeting.
  - B. Semester-long classes – during the second full week in December, the educator and evaluator will have the option to meet to discuss the progress of attributable students towards the identified classroom SLOs as well as interventions and supports put in place by the educator. Based on consideration of changing complexity factors, the teacher and evaluator may modify the SLO by mutual consent of both parties at this meeting.
- 4) For each component of student growth (SLO, etc.), if the target/goal is met, or if there is satisfactory evidence that the teacher has implemented interventions and supports towards meeting the target goal, then the teacher will receive full credit (100% of the points) for that component. If the teacher fails to meet the target and has not implemented significant supports or interventions towards meeting that

goal, then he or she will receive only partial credit towards the points for that component, proportional to the extent to which he or she did not meet the target and failed to implement significant supports and interventions to meet it. If the educator and the evaluator cannot agree as to whether sufficient supports and interventions have been implemented, the disagreement will be appealed to the Board's Deputy Superintendent or designee if the remedy sought will change the teacher's overall rating.

- 5) If an educator is absent due to FMLA, Leave of Absence, or Workers' Compensation qualifying reasons for 10% of the days within the measured growth period, that year's student growth data will not be counted in his or her evaluation for that year. The educator's evaluation for that year will be based only on the professional practice component.
- 6) The process for setting teacher classroom SLO's and other measures will be revisited, and changed if necessary, by the EACC and the Board jointly as needed, with the consent of both parties.

#### Frequency of Teacher Evaluation

- 1) All teachers will receive an annual evaluation using both Professional Practice and Student Growth Measures.
- 2) Non-tenured teachers will be observed annually for Professional Practice until tenure is attained.
- 3) Tenured teachers will be observed for Professional Practice once every three years.
  - a. Teachers who will be observed for Professional Practice during the current school year shall be notified in writing by their direct supervisor by September 15.
  - b. Teachers in the second and third year of the evaluation cycle will be evaluated using the Student Growth Measures coupled with a carryover of their Professional Practice rating from year one of the cycle.
  - c. Any teacher who has been rated ineffective or developing during the previous year's evaluation cycle will receive an evaluation using both professional practice and student growth until such time an effective rating has been achieved.
  - d. The principal has the right to place teachers in the current cohort being observed prior to September 15, provided a Plan for Professional Growth was in place the prior school year.

## **Section 2 – Evaluation of Other Unit I Employees**

EACC and the Board will continue to collaborate on a professional practice model pertinent to each of the Unit I job categories listed below, including indicators and mini portfolios with rubric scoring: School Counselors, Media Specialists, Athletic Directors, Testing Coordinators, Resource Teachers, IEP Facilitators, Reading Recovery Teachers, Teachers at Stethem, Teachers in the STAY program, Infant and Toddler Teachers, Three Year Old Teachers, Deaf and Hard of Hearing Teachers, Special Education Compliance Facilitators, Interventionists, ESOL Teachers, and middle school STEM Teachers. The Portfolio criteria and scoring rubric is based on Charlotte Danielson's Framework of Teaching and includes the four domains which are included in Section 1.

The evaluation for employees in these positions will be scored based on the following components and points:

- Professional Portfolio – 40 points
- School SLO #1 – 5 points
- School SLO #2 – 5 points

Points for all components will be added and the total score will be used to assign an overall rating as follows:

- 0-15 – Ineffective
- 15.5-24.5 – Developing
- 25-40.5 – Effective
- 41-50 – Highly Effective

The due date for portfolios will be April 1<sup>st</sup>.

## **Section 3: Principal, Vice Principal and Administrative Intern Evaluation Instruments**

A goal of the Charles County Public Schools system is to graduate world-class citizens who will become quality contributors in their communities and beyond. To meet this goal, an administrator must have vision and must be a strong instructional leader that can lead the efforts of his or her school team to continue to excel and to meet the challenges within their individual school populations.

The principal, vice principal and administrative intern evaluation will be a tool that measure the effectiveness of the individual in implementing best practices in conjunction with strong leadership skills, communication skills and human relation skills.

The principal, vice principal and administrative intern evaluation instrument will be comprised of two parts: 1) Professional Practice, worth 50 points of the evaluation and 2) Student Growth, worth 50 points of the evaluation. The evaluator for principals will be



their direct supervisor or his or her designee. The evaluator for the vice principal and administrative intern is the building principal.

### **Part A: Professional Practice for Principals**

Each principal will choose three (3) best practices that they are planning on implementing or continuing to implement and refine at their school. These best practices must be driven by data and address significant initiatives for school improvement. Each of the best practices should be explained through a variety of means including a descriptive paragraph and accompanying data (graphs, spreadsheet, tables, etc.) that relates to the goals, results and outcomes.

The Professional Practice portion of the principal, vice principal and administrative intern evaluation will be based on the Professional Standards for Educational Leaders.

Best practices will be due to the direct supervisor by the 3<sup>rd</sup> Friday in May. Scores will be given based on a rubric matching the Professional Standards for Educational Leaders. Please see Appendix 4.

### **Part B: Professional Practice for Vice Principals and Administrative Interns**

In collaboration with the building principal, each vice principal and administrative intern will choose one (1) best practice that they are planning on implementing or continuing to implement and refine at their school. This best practice must be driven by data and address significant initiatives for school improvement. The best practices should be explained through a variety of means including a descriptive paragraph and accompanying data (graphs, spreadsheet, tables, etc.) that relates to the goals, results and outcomes. (30 points)

In addition, vice principals and administrative interns will select ten (10) priority initiatives within the scope of their job duties on which to focus. Vice principals and administrative interns will be required to produce no more than three (3) artifacts for each priority. (20 points)

The evaluator will assign the following point value for each component:

- |   |                    |
|---|--------------------|
| 0 | Minimal Attainment |
| 1 | Partial Attainment |
| 2 | Full Attainment    |

Best practices and priority initiatives will be due to the direct supervisor by the 3<sup>rd</sup> Friday in May. Scores will be given based on a rubric matching the Professional Standards for Educational Leaders. Please see Appendix 4 and Appendix 6.

### **Part C: Student Growth**

The student growth portion of the principal/vice principal evaluation will be based on the following components and points:

School SLO # 1 – 25 points  
School SLO # 2 – 25 points

### **Scoring Student Growth Measurement for Principals and Vice Principals**

#### **General Stipulations:**

- 1) In evaluating a principal's/vice principal's success under the student growth component, the evaluator will consider both the evidence of student learning, the attainment of set targets, and the interventions and support that the principal/vice principal has implemented in order to achieve targets and goals.
- 2) The attributable students for student growth objectives/targets will not include
  - a. students who were not enrolled in the principal's school by Sept 30<sup>th</sup> of a given year; or
  - b. any student who is absent for more than 10% of the days within the measured growth period.

Unless, during the midyear review and discussion of complexity factors, both the principal/vice principal and the evaluator agree to include students described in a or b above

- 3) School SLO's will be developed by the principal in collaboration with the evaluator by October 18<sup>th</sup> of the school year. Each principal will develop two school SLO's, one of which must be tied to measurable academic achievement.
- 4) For each component of student growth (SLO, etc.), If the target/goal is met, or if there is satisfactory evidence that the principal/vice principal has implemented interventions and supports towards meeting the target goal, then the principal/vice principal will receive full credit (100% of the points) for that component. If the principal/vice principal fails to meet the target and has not implemented significant supports or interventions towards meeting that goal, then he or she will receive only partial credit towards the points for that component, proportional to the extent to which he/she did not meet the target and failed to implement significant supports and interventions to meet it. If the principal/vice principal and the evaluator cannot agree as to whether sufficient supports and interventions have been implemented, the disagreement will be appealed to the Superintendent. If the vice principal and the evaluator cannot agree as to whether sufficient supports and interventions have been implemented, the disagreement will be appealed to the Deputy Superintendent or designee.
- 5) If a principal/vice principal is absent due to an FMLA, Leave of Absence, or Workers' Compensation qualifying reason for 10% of the days, within the measured

growth period that year's student growth data will not be counted in his/her evaluation for that year. The principal/vice principal's evaluation for that year will be based only on the professional practice component.

- 6) Interim review – during the first three weeks of January, the principal/vice principal and evaluator will have the option to meet to discuss the progress of attributable students towards the identified school SLOs as well as interventions and supports put in place by the principal/vice principal. Based on consideration of changing complexity factors, the principal/vice principal and evaluator may modify the School SLO by mutual consent of both parties at this meeting.
- 7) If a principal/vice principal is rated overall Developing in a given year, that year will be reported by the Board as satisfactory for purposes of certificate renewal, verification of experience, and other documentation if the principal's/vice principal's score lies in the top half of the point range for "developing." A principal/vice principal can continue with an overall rating of Developing for one year, after which time he or she must achieve an effective rating or else be rated ineffective.

The process for setting principal/vice principal SLO's and other measures will be revisited, and changed if necessary, by the EACC and the Board jointly and with the consent of both parties.

### **Overall Rating**

Points for both parts will be added and the total score will be used to assign an overall rating as follows:

- 0-30.99 – Ineffective
- 31-49.99 – Developing
- 50-81.99 – Effective
- 82-100 – High Effective

### **Frequency of Principal/Vice Principal Evaluations**

Principals/vice principals will be evaluated annually using both the Professional Practice and Student Growth Measures.

## **Section 4: Evaluation of Other Unit II Employees**

EACC and the Board will continue to collaborate on a professional practice model pertinent to each of the Unit II job categories listed below, including indicators and mini portfolios with rubric scoring: content supervisors, specialists, directors, instructional specialists, supervisors, and other Unit II employees not covered by Section 3 above. This model will be collaboratively developed by EACC representatives and the Board.

## **ARTICLE 25**

### **PLANS FOR PROFESSIONAL GROWTH**

- A. In order to promote fairness and continuous self-improvement, employees will be notified as soon as possible of areas of concern in performance and will be afforded the opportunity for improvement.
- B. In the event of documentation other than formal evaluation of less than effective performance by an employee, the site administrator may meet with the employee to develop a Plan for Professional Growth (PPG). The employee shall have input into the development of the plan.
- C. If an employee receives an evaluation that indicates areas of ineffective performance, the site administrator shall meet with the employee to develop a PPG to ensure subsequent counseling and assistance. In developing the PPG and timelines, the employee shall have the right to EACC representation.
- D. The PPG shall include the following:
  - 1. Statement of problem(s) or concern(s) related to areas of ineffective performance
  - 2. Desired improvement including specific, measurable criteria
  - 3. Suggestions for improvement
  - 4. Provisions for assisting the employee including responsible parties and associated timelines (such as peer coaching, additional training, assignment of a mentor, opportunities for visitation, feedback on lesson plans and modeling/demonstration)
  - 5. Timeline and criteria for monitoring employee's future performance including an end or reevaluation date for the plan of assistance
  - 6. Signatures of site administrator and the employee

## **ARTICLE 26**

### **REDUCTION IN FORCE**

#### **A. Definition**

Reduction in force (RIF) shall be defined as the termination of an employee or the failure to allow an employee to return from leave because of one or more of the following reasons:

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

#### **B. Procedure**

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

1. No tenured teacher will be terminated by virtue of his or her position being abolished if a conditionally certificated or a probationary teacher currently holds the same type of position.
2. If no such provisionally certificated or probationary teacher is currently holding the same type of a position, the Class II certificated unit member holding the same type of position will be terminated next in order.
3. The tenured teacher with the least service in Charles County in that type of position will be terminated next in order.
4. When an employee transfers from one type of position to another, he or she will be credited with his or her entire service in Charles County in the new position for reduction in force purposes.
5. Unit I teachers will have the option of one teaching position transfer, when a vacancy exists, before being subject to the RIF procedure. The teacher must be fully certified in the teaching area to which he or she is transferring.
6. Seniority will be determined by:
  - a. The effective date of continuous, uninterrupted service in Charles County. For the purpose of this section, approved leave of absence would not be

considered as interrupting service; however, credit for experience would only apply in accordance with Article 19, Section G.

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

b. Recall

1. Employees who have completed at least one year of service with CCPS whose positions have been terminated under this section shall be reemployed in cases where future vacancies develop in positions for which they are qualified with the teacher who was released most recently being eligible for the first vacancy.
2. Recall privilege shall exist for a three-year period.
3. If the unit member has been recalled and rejects the offer of a position, the member shall be deemed to have waived his or her reserve status. If subject employee has accepted employment in another Maryland Public School System and is unable to obtain a release from his or her employment contract, he or she may decline an offer to return to work and retain all recall rights if the offer is made on or after July 15. Such rights shall be retained until the following July 15.
4. Employees who are separated from employment due to a reduction in force (RIF) and who are recalled within three years will return to employment with the accumulated longevity and seniority in the position the employee held at time of separation.

## **ARTICLE 27**

### **COLLABORATIVE DECISION-MAKING**

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

- A. The Education Association of Charles County and the Board of Education agree that collaborative decision-making is a process in which all members of the education community at the school level participate. In each school, the principal will identify the group(s) through which the staff can identify problems, define goals, implement programs, and plan staff development activities.
- B. The attainment of consensus, wherever possible, shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies established.

## **ARTICLE 28**

### **IMPLEMENTATION RESPONSIBILITY**

- A. The Board and the Association will participate jointly in the implementation of this agreement.
- B. The Board will take such action as may be necessary to give full force and effect to this agreement.
- C. The Association will assume the responsibility for supporting the Board in requiring the employees to meet their professional responsibility and contractual obligation.
- D. The Association will participate jointly with the Board in a cooperatively planned and financed program of public relations to inform the public concerning the agreement.
- E. Copies of the Agreement will be approved by both parties prior to web publication and be distributed by the Board to all current employees and newly appointed employees.



## **ARTICLE 29**

### **PRIVATIZATION**

The Board of Education of Charles County will make every attempt to protect employee jobs, and that it will only contract out educational services and/or processes normally performed by Unit I or Unit II employees if it is unable, after trying, to fill those positions with a permanent employee. In the event of such an occurrence, the Board will inform the Education Association of Charles County prior to entering into such contracts. The Board will notify the Association regarding the number and types of positions that are being contracted in a given year by September 30<sup>th</sup>.

The Board will make every effort to fill any previously filled contracted position with a permanent employee.

## **ARTICLE 30**

### **ACADEMIC FREEDOM**

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

## **ARTICLE 31**

### **DURATION AND SEVERABILITY**

- A. This Agreement will be effective as of July 1, 2021, and shall remain in full force and effect until, June 30, 2022 and incorporate the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement both parties agree to negotiate a successor agreement with openers pertaining to Article 15 (Salary), Article 16 (Extra Pay for Extra Duty), and two other articles identified by each party. During the term of this Agreement, neither party will be required to negotiate with respect to any matter except as noted above or as provided in ruling by the State Board of Education, the Public Employee Relations Board, or any other governing agency with authority to rule on the matter.
- B. In the event the contract is not funded for the given year, negotiations, at the request of the Association, will be reopened on those items not funded as well as the length of the work year.
- C. In cases of conflict between provisions of this agreement, State Board of Education Bylaws, and the Public School Laws of Maryland, the latter takes precedence over the provisions of this Agreement.

If any provision of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.

- D. As the timeline for the Blueprint for Maryland's Future initiatives are enacted, negotiations will be reopened for the sole purposes of negotiating provisions of the legislation that impact salary, working conditions, or any other provision of this contract upon mutual agreement.
- E. This Agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

## Unit II - 2021-2022

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10-Month Unit I Salary Scale 2021-2022											
Level ▾	COND	BS	BSX	APC	APCX	MA	MAX	MA30	MA30X	DR	DRX
1	47,248	50,248	50,939	53,262	53,995	54,328	55,075	55,328	56,075	57,828	58,575
2	48,629	51,629	52,339	54,727	55,480	55,822	56,590	56,822	57,590	59,322	60,090
3	50,049	53,049	53,779	56,232	57,005	57,357	58,146	58,357	59,146	60,857	61,646
4	51,508	54,508	55,258	57,778	58,573	58,934	59,745	59,934	60,745	62,434	63,245
5	53,008	56,008	56,777	59,368	60,184	60,555	61,388	61,555	62,388	64,055	64,888
6	54,547	57,547	58,338	61,001	61,839	62,220	63,075	63,220	64,076	65,720	66,576
7	56,130	59,130	59,130	62,678	63,540	63,931	64,810	64,931	65,810	67,431	68,310
8				64,402	65,287	65,689	66,593	66,689	67,593	69,189	70,093
9				66,172	67,082	67,496	68,424	68,496	69,425	70,996	71,925
10				67,993	68,928	69,353	70,306	70,353	71,306	72,853	73,806
11				69,863	70,823	71,259	72,239	72,259	73,240	74,759	75,740
12				71,783	72,770	73,220	74,226	74,220	75,226	76,720	77,726
13				73,757	74,771	75,232	76,267	76,232	77,267	78,732	79,767
14				75,785	76,827	77,301	78,364	78,301	79,364	80,801	81,864
15				77,869	78,940	79,427	80,520	80,427	81,520	82,927	84,020
16				80,012	81,112	81,612	82,734	82,612	83,734	85,112	86,234
17				82,212	83,342	83,855	85,008	84,855	86,008	87,355	88,508
18				84,471	85,633	86,161	87,346	87,161	88,346	89,661	90,846
19				86,795	87,989	88,531	89,748	89,531	90,748	92,031	93,248
20				89,182	89,182	90,965	90,965	91,965	91,965	94,465	94,465

10.5 MONTH UNIT I SALARY SCALE 2021-2022														
Level	COND	BS	BSX	CCC	NBC	NCC	APC	APCX	MA	MAX	MA30	MA30X	DR	DRX
1	49,893	52,893	53,620	2,500	2,500	2,500	56,066	56,837	57,188	57,974	58,188	58,974	60,688	61,474
2	51,347	54,347	55,094	2,500	2,500	2,500	57,608	58,400	58,760	59,568	59,760	60,568	62,260	63,068
3	52,841	55,841	56,609	2,500	2,500	2,500	59,192	60,006	60,376	61,206	61,376	62,206	63,876	64,706
4	54,377	57,377	58,166	2,500	2,500	2,500	60,819	61,656	62,036	62,889	63,036	63,889	65,536	66,389
5	55,955	58,955	59,766	2,500	2,500	2,500	62,492	63,352	63,742	64,619	64,742	65,619	67,242	68,119
6	57,576	60,576	61,409	2,500	2,500	2,500	64,212	65,095	65,495	66,395	66,495	67,395	68,995	69,895
7	59,242	62,242	62,242	2,500	2,500	2,500	65,977	66,885	67,295	68,221	68,295	69,221	70,795	71,721
8				2,500	2,500	2,500	67,792	68,724	69,147	70,098	70,147	71,098	72,647	73,598
9				2,500	2,500	2,500	69,655	70,613	71,048	72,026	72,048	73,026	74,548	75,526
10				2,500	2,500	2,500	71,571	72,556	73,003	74,007	74,003	75,007	76,503	77,507
11				2,500	2,500	2,500	73,540	74,551	75,010	76,042	76,010	77,042	78,510	79,542
12				2,500	2,500	2,500	75,561	76,600	77,073	78,133	78,073	79,133	80,573	81,633
13				2,500	2,500	2,500	77,639	78,707	79,192	80,281	80,192	81,281	82,692	83,781
14				2,500	2,500	2,500	79,774	80,871	81,370	82,489	82,370	83,489	84,870	85,989
15				2,500	2,500	2,500	81,968	83,096	83,607	84,757	84,607	85,757	87,107	88,257
16				2,500	2,500	2,500	84,223	85,381	85,907	87,088	86,907	88,088	89,407	90,588
17				2,500	2,500	2,500	86,539	87,728	88,269	89,482	89,269	90,482	91,769	92,982
18				2,500	2,500	2,500	88,917	90,140	90,695	91,943	91,695	92,943	94,195	95,443
19				2,500	2,500	2,500	91,363	92,620	93,191	94,472	94,191	95,472	96,691	97,972
20				2,500	2,500	2,500	93,876	93,876	95,753	95,753	96,753	96,753	99,253	99,253

11-MONTH UNIT I SALARY SCALE 2021-2022														
Level	COND	BS	BSX	CCC	NBC	NCC	APC	APCX	MA	MAX	MA30	MA30X	DR	DRX
1	52,537	55,537	56,301	2,500	2,500	2,500	58,869	59,679	60,047	60,873	61,047	61,873	63,547	64,373
2	54,064	57,064	57,849	2,500	2,500	2,500	60,488	61,320	61,698	62,547	62,698	63,547	65,198	66,047
3	55,633	58,633	59,440	2,500	2,500	2,500	62,151	63,006	63,395	64,267	64,395	65,267	66,895	67,767
4	57,246	60,246	61,075	2,500	2,500	2,500	63,860	64,739	65,138	66,034	66,138	67,034	68,638	69,534
5	58,903	61,903	62,754	2,500	2,500	2,500	65,617	66,520	66,929	67,849	67,929	68,849	70,429	71,349
6	60,604	63,604	64,479	2,500	2,500	2,500	67,422	68,349	68,769	69,715	69,769	70,715	72,269	73,215
7	62,354	65,354	65,354	2,500	2,500	2,500	69,276	70,229	70,660	71,632	71,660	72,632	74,160	75,132
8				2,500	2,500	2,500	71,181	72,159	72,604	73,603	73,604	74,603	76,104	77,103
9				2,500	2,500	2,500	73,137	74,144	74,601	75,627	75,601	76,627	78,101	79,127
10				2,500	2,500	2,500	75,150	76,184	76,653	77,707	77,653	78,707	80,153	81,207
11				2,500	2,500	2,500	77,217	78,279	78,760	79,844	79,760	80,844	82,260	83,344
12				2,500	2,500	2,500	79,340	80,431	80,927	82,040	81,927	83,040	84,427	85,540
13				2,500	2,500	2,500	81,521	82,642	83,152	84,295	84,152	85,295	86,652	87,795
14				2,500	2,500	2,500	83,763	84,915	85,438	86,613	86,438	87,613	88,938	90,113
15				2,500	2,500	2,500	86,066	87,250	87,788	88,996	88,788	89,996	91,288	92,496
16				2,500	2,500	2,500	88,434	89,650	90,203	91,443	91,203	92,443	93,703	94,943
17				2,500	2,500	2,500	90,866	92,115	92,682	93,956	93,682	94,956	96,182	97,456
18				2,500	2,500	2,500	93,363	94,648	95,230	96,541	96,230	97,541	98,730	100,041
19				2,500	2,500	2,500	95,932	97,251	97,851	99,196	98,851	100,196	101,351	102,696
20				2,500	2,500	2,500	98,570	98,570	100,541	100,541	101,541	101,541	104,041	104,041

12-MONTH UNIT I SALARY SCALE														
Level	COND	BS	BSX	CCC	NBC	NCC	APC	APCX	MA	MAX	MA30	MA30X	DR	DRX
1	57,033	60,033	60,858	2,500	2,500	2,500	63,635	64,510	64,908	65,800	65,908	66,800	68,408	69,300
2	58,683	61,683	62,532	2,500	2,500	2,500	65,385	66,284	66,693	67,610	67,692	68,610	70,192	71,110
3	60,380	63,380	64,252	2,500	2,500	2,500	67,182	68,106	68,527	69,469	69,527	70,469	72,027	72,969
4	62,123	65,123	66,019	2,500	2,500	2,500	69,030	69,980	70,411	71,379	71,411	72,379	73,911	74,879
5	63,914	66,914	67,834	2,500	2,500	2,500	70,929	71,905	72,347	73,342	73,347	74,342	75,847	76,842
6	65,753	68,753	69,699	2,500	2,500	2,500	72,880	73,882	74,337	75,359	75,337	76,359	77,837	78,859
7	67,645	70,645	70,645	2,500	2,500	2,500	74,884	75,914	76,380	77,431	77,380	78,431	79,880	80,931
8				2,500	2,500	2,500	76,943	78,001	78,481	79,561	79,481	80,561	81,981	83,061
9				2,500	2,500	2,500	79,058	80,146	80,640	81,749	81,640	82,749	84,140	85,249
10				2,500	2,500	2,500	81,233	82,350	82,858	83,997	83,858	84,997	86,358	87,497
11				2,500	2,500	2,500	83,467	84,615	85,136	86,307	86,136	87,307	88,636	89,807
12				2,500	2,500	2,500	85,762	86,942	87,478	88,681	88,478	89,681	90,978	92,181
13				2,500	2,500	2,500	88,121	89,332	89,883	91,119	90,883	92,119	93,383	94,619
14				2,500	2,500	2,500	90,543	91,788	92,355	93,625	93,355	94,625	95,855	97,125
15				2,500	2,500	2,500	93,033	94,313	94,894	96,200	95,894	97,200	98,394	99,700
16				2,500	2,500	2,500	95,593	96,908	97,505	98,845	98,505	99,845	101,005	102,345
17				2,500	2,500	2,500	98,222	99,572	100,185	101,562	101,185	102,562	103,685	105,062
18				2,500	2,500	2,500	100,921	102,309	102,939	104,356	103,939	105,356	106,439	107,856
19				2,500	2,500	2,500	103,697	105,123	105,772	107,226	106,772	108,226	109,272	110,726
20				2,500	2,500	2,500	106,549	106,549	108,680	108,680	109,680	109,680	112,180	112,180



10-MONTH UNIT I Related Services (SLP, OT, PT, Audiologist) SALARY SCALE 2021-2022														
Level	COND	BS	BSX	CCC	NBC	NCC	APC	APCX	MA	MAX	MA30	MA30X	DR	DRX
1	47,248	50,248	50,939	2,500	2,500	2,500	53,262	53,995	56,085	56,842	57,085	57,842	59,585	60,342
2	48,629	51,629	52,339	2,500	2,500	2,500	54,727	55,480	57,599	58,377	58,599	59,378	61,099	61,878
3	50,049	53,049	53,779	2,500	2,500	2,500	56,232	57,005	59,156	59,956	60,156	60,956	62,656	63,456
4	51,508	54,508	55,258	2,500	2,500	2,500	57,778	58,573	60,756	61,577	61,756	62,577	64,256	65,077
5	53,008	56,008	56,777	2,500	2,500	2,500	59,368	60,184	62,398	63,242	63,398	64,242	65,898	66,742
6	54,547	57,547	58,338	2,500	2,500	2,500	61,001	61,839	64,086	64,953	65,086	65,954	67,586	68,454
7	56,130	59,130	59,130	2,500	2,500	2,500	62,678	63,540	65,821	66,712	66,821	67,712	69,321	70,212
8				2,500	2,500	2,500	64,402	65,287	67,603	68,519	68,603	69,519	71,103	72,019
9				2,500	2,500	2,500	66,172	67,082	69,434	70,375	70,434	71,375	72,934	73,875
10				2,500	2,500	2,500	67,993	68,928	71,316	72,283	72,316	73,283	74,816	75,783
11				2,500	2,500	2,500	69,863	70,823	73,250	74,244	74,250	75,244	76,750	77,744
12				2,500	2,500	2,500	71,783	72,770	75,237	76,257	76,237	77,257	78,737	79,757
13				2,500	2,500	2,500	73,757	74,771	77,277	78,326	78,277	79,326	80,777	81,826
14				2,500	2,500	2,500	75,785	76,827	79,375	80,453	80,375	81,453	82,875	83,953
15				2,500	2,500	2,500	77,869	78,940	81,530	82,637	82,530	83,637	85,030	86,137
16				2,500	2,500	2,500	80,012	81,112	83,744	84,881	84,744	85,882	87,244	88,382
17				2,500	2,500	2,500	82,212	83,342	86,019	87,188	87,019	88,188	89,519	90,688
18				2,500	2,500	2,500	84,471	85,633	88,357	89,558	89,357	90,558	91,857	93,058
19				2,500	2,500	2,500	86,795	87,989	90,759	92,006	91,759	93,007	94,259	95,507
20				2,500	2,500	2,500	89,182	89,182	93,254	93,254	94,254	94,254	96,754	96,754

10.5-MONTH Related Services (SLP, OT, PT, Audiologist) SALARY SCALE 2021-2022															
Level	▼	COND	BS	BSX	CCC	NBC	NCC	APC	APCX	MA	MAX	MA30	MA30X	DR	DRX
1		49,893	52,893	53,620	2,500	2,500	2,500	56,066	56,837	58,984	59,781	59,984	60,782	62,484	63,282
2		51,347	54,347	55,094	2,500	2,500	2,500	57,608	58,400	60,579	61,397	61,579	62,398	64,079	64,898
3		52,841	55,841	56,609	2,500	2,500	2,500	59,192	60,006	62,216	63,058	63,216	64,058	65,716	66,558
4		54,377	57,377	58,166	2,500	2,500	2,500	60,819	61,656	63,900	64,764	64,900	65,765	67,400	68,265
5		55,955	58,955	59,766	2,500	2,500	2,500	62,492	63,352	65,629	66,517	66,629	67,517	69,129	70,017
6		57,576	60,576	61,409	2,500	2,500	2,500	64,212	65,095	67,405	68,318	68,405	69,318	70,905	71,818
7		59,242	62,242	62,242	2,500	2,500	2,500	65,977	66,885	69,231	70,170	70,231	71,170	72,731	73,670
8					2,500	2,500	2,500	67,792	68,724	71,108	72,072	72,108	73,072	74,608	75,572
9					2,500	2,500	2,500	69,655	70,613	73,036	74,026	74,036	75,027	76,536	77,527
10					2,500	2,500	2,500	71,571	72,556	75,017	76,034	76,017	77,035	78,517	79,535
11					2,500	2,500	2,500	73,540	74,551	77,052	78,097	78,052	79,098	80,552	81,598
12					2,500	2,500	2,500	75,561	76,600	79,143	80,216	80,143	81,217	82,643	83,717
13					2,500	2,500	2,500	77,639	78,707	81,290	82,394	82,290	83,395	84,790	85,895
14					2,500	2,500	2,500	79,774	80,871	83,499	84,633	84,499	85,633	86,999	88,133
15					2,500	2,500	2,500	81,968	83,096	85,767	86,932	86,767	87,932	89,267	90,432
16					2,500	2,500	2,500	84,223	85,381	88,097	89,295	89,097	90,295	91,597	92,795
17					2,500	2,500	2,500	86,539	87,728	90,492	91,723	91,492	92,723	93,992	95,223
18					2,500	2,500	2,500	88,917	90,140	92,953	94,217	93,953	95,217	96,453	97,717
19					2,500	2,500	2,500	91,363	92,620	95,481	96,794	96,481	97,794	98,981	100,294
20					2,500	2,500	2,500	93,876	93,876	98,107	98,107	99,107	99,107	101,607	101,607

**11-MONTH Related Services (SLP, OT, PT, Audiologist) SALARY SCALE 2021-2022**

Level ▾	COND	BS	BSX	CCC	NBC	NCC	APC	APCX	MA	MAX	MA30	MA30X	DR	DRX
1	52,537	55,537	56,301	2,500	2,500	2,500	58,869	59,679	61,883	62,719	62,883	63,720	65,383	66,220
2	54,064	57,064	57,849	2,500	2,500	2,500	60,488	61,320	63,556	64,416	64,556	65,416	67,056	67,916
3	55,633	58,633	59,440	2,500	2,500	2,500	62,151	63,006	65,276	66,160	66,276	67,160	68,776	69,660
4	57,246	60,246	61,075	2,500	2,500	2,500	63,860	64,739	67,044	67,952	68,044	68,952	70,544	71,452
5	58,903	61,903	62,754	2,500	2,500	2,500	65,617	66,520	68,860	69,793	69,860	70,793	72,360	73,293
6	60,604	63,604	64,479	2,500	2,500	2,500	67,422	68,349	70,726	71,685	71,726	72,685	74,226	75,185
7	62,354	65,354	65,354	2,500	2,500	2,500	69,276	70,229	72,643	73,628	73,643	74,628	76,143	77,128
8				2,500	2,500	2,500	71,181	72,159	74,613	75,625	75,613	76,625	78,113	79,125
9				2,500	2,500	2,500	73,137	74,144	76,637	77,677	77,637	78,677	80,137	81,177
10				2,500	2,500	2,500	75,150	76,184	78,716	79,785	79,716	80,785	82,216	83,285
11				2,500	2,500	2,500	77,217	78,279	80,854	81,951	81,854	82,952	84,354	85,452
12				2,500	2,500	2,500	79,340	80,431	83,049	84,177	84,049	85,177	86,549	87,677
13				2,500	2,500	2,500	81,521	82,642	85,305	86,464	86,305	87,465	88,805	89,965
14				2,500	2,500	2,500	83,763	84,915	87,624	88,814	88,624	89,815	91,124	92,315
15				2,500	2,500	2,500	86,066	87,250	90,005	91,229	91,005	92,229	93,505	94,729
16				2,500	2,500	2,500	88,434	89,650	92,452	93,710	93,452	94,710	95,952	97,210
17				2,500	2,500	2,500	90,866	92,115	94,967	96,259	95,967	97,259	98,467	99,759
18				2,500	2,500	2,500	93,363	94,648	97,551	98,878	98,551	99,878	101,051	102,378
19				2,500	2,500	2,500	95,932	97,251	100,205	101,583	101,205	102,583	103,705	105,083
20				2,500	2,500	2,500	98,570	98,570	102,960	102,960	103,960	103,960	106,460	106,460

12-MONTH Related Services (SLP, OT, PT, Audiologist) SALARY SCALE 2021-2022														
Level	COND	BS	BSX	CCC	NBC	NCC	APC	APCX	MA	MAX	MA30	MA30X	DR	DRX
1	57,033	60,033	60,858	2,500	2,500	2,500	63,635	64,510	66,892	67,797	67,892	68,797	70,392	71,297
2	58,683	61,683	62,532	2,500	2,500	2,500	65,385	66,284	68,701	69,631	69,701	70,631	72,201	73,131
3	60,380	63,380	64,252	2,500	2,500	2,500	67,182	68,106	70,561	71,516	71,561	72,517	74,061	75,017
4	62,123	65,123	66,019	2,500	2,500	2,500	69,030	69,980	72,472	73,453	73,472	74,453	75,972	76,953
5	63,914	66,914	67,834	2,500	2,500	2,500	70,929	71,905	74,434	75,443	75,434	76,443	77,934	78,943
6	65,753	68,753	69,699	2,500	2,500	2,500	72,880	73,882	76,452	77,488	77,452	78,488	79,952	80,988
7	67,645	70,645	70,645	2,500	2,500	2,500	74,884	75,914	78,523	79,588	79,523	80,588	82,023	83,088
8				2,500	2,500	2,500	76,943	78,001	80,653	81,747	81,653	82,747	84,153	85,247
9				2,500	2,500	2,500	79,058	80,146	82,841	83,965	83,841	84,965	86,341	87,465
10				2,500	2,500	2,500	81,233	82,350	85,088	86,243	86,088	87,243	88,588	89,743
11				2,500	2,500	2,500	83,467	84,615	87,398	88,585	88,398	89,585	90,898	92,085
12				2,500	2,500	2,500	85,762	86,942	89,772	90,991	90,772	91,991	93,272	94,491
13				2,500	2,500	2,500	88,121	89,332	92,210	93,463	93,210	94,464	95,710	96,964
14				2,500	2,500	2,500	90,543	91,788	94,717	96,004	95,717	97,004	98,217	99,504
15				2,500	2,500	2,500	93,033	94,313	97,291	98,614	98,291	99,614	100,791	102,114
16				2,500	2,500	2,500	95,593	96,908	99,936	101,296	100,936	102,296	103,436	104,796
17				2,500	2,500	2,500	98,222	99,572	102,655	104,052	103,655	105,052	106,155	107,552
18				2,500	2,500	2,500	100,921	102,309	105,448	106,883	106,448	107,883	108,948	110,383
19				2,500	2,500	2,500	103,697	105,123	108,317	109,806	109,317	110,806	111,817	113,306
20				2,500	2,500	2,500	106,549	106,549	111,295	111,295	112,295	112,295	114,795	114,795

## APPENDIX 2

### FY 2021 EXTRA DUTY PAY STIPENDS

Category	Stipend
0	5,117
1	3,468
2	3,170
3	2,642
4	2,378
5	2,244
6	2,114
7	1,982
8	1,850
9	1,718
10	1,585
11	1,452
12	1,320
13	925
14	793
15	660
16	367
17	133



## APPENDIX 3

### PROFESSIONAL PRACTICE FOR TEACHERS

#### Charlotte Danielson's FRAMEWORK FOR TEACHING

<p><b>DOMAIN 1: Planning and Preparation</b></p> <p><b>1a Demonstrating Knowledge of Content and Pedagogy</b></p> <ul style="list-style-type: none"> <li>• Content knowledge</li> <li>• Prerequisite relationships</li> <li>• Content pedagogy</li> </ul> <p><b>1b Demonstrating Knowledge of Students</b></p> <ul style="list-style-type: none"> <li>• Child development</li> <li>• Learning process</li> <li>• Special needs</li> <li>• Student skills, knowledge, and proficiency</li> <li>• Interest and cultural heritage</li> </ul> <p><b>1c Setting Instructional Outcomes</b></p> <ul style="list-style-type: none"> <li>• Value, sequence, and alignment</li> <li>• Clarity</li> <li>• Balance</li> <li>• Suitability for diverse learners</li> </ul> <p><b>1d Demonstrating Knowledge of Resources</b></p> <ul style="list-style-type: none"> <li>• For classroom</li> <li>• To extend content knowledge</li> <li>• For students</li> </ul> <p><b>1e Designing Coherent Instruction</b></p> <ul style="list-style-type: none"> <li>• Learning activities</li> <li>• Instructional materials and resources</li> <li>• Instructional groups</li> <li>• Lesson and unit structure</li> </ul> <p><b>1f Designing Student Assessments</b></p> <ul style="list-style-type: none"> <li>• Congruence with outcomes</li> <li>• Criteria and standards</li> <li>• Formative assessments</li> <li>• Use for planning</li> </ul>	<p><b>DOMAIN 2: The Classroom Environment</b></p> <p><b>2a Creating an Environment of Respect and Rapport</b></p> <ul style="list-style-type: none"> <li>• Teacher interaction with students</li> <li>• Student interaction with students</li> </ul> <p><b>2b Establishing a Culture for Learning</b></p> <ul style="list-style-type: none"> <li>• Importance of content</li> <li>• Expectations for learning and achievement</li> <li>• Student pride in work</li> </ul> <p><b>2c Managing Classroom Procedures</b></p> <ul style="list-style-type: none"> <li>• Instructional groups</li> <li>• Transitions</li> <li>• Materials and supplies</li> <li>• Non-instructional duties</li> <li>• Supervision of volunteers and paraprofessionals</li> </ul> <p><b>2d Managing Student Behavior</b></p> <ul style="list-style-type: none"> <li>• Expectations</li> <li>• Monitoring behavior</li> <li>• Response to misbehavior</li> </ul> <p><b>2e Organizing Physical Space</b></p> <ul style="list-style-type: none"> <li>• Safety and accessibility</li> <li>• Arrangement of furniture and resources</li> </ul>
<p><b>DOMAIN 4: Professional Responsibilities</b></p> <p><b>4a Reflecting on Teaching</b></p> <ul style="list-style-type: none"> <li>• Accuracy</li> <li>• Use in future teaching</li> </ul> <p><b>4b Maintaining Accurate Records</b></p> <ul style="list-style-type: none"> <li>• Student completion of assignments</li> <li>• Student progress in learning</li> <li>• Non-instructional records</li> </ul> <p><b>4c Communicating with Families</b></p> <ul style="list-style-type: none"> <li>• About instructional program</li> <li>• About individual students</li> <li>• Engagement of families in instructional program</li> </ul> <p><b>4d Participating in a Professional Community</b></p> <ul style="list-style-type: none"> <li>• Relationships with colleagues</li> <li>• Participation in school projects</li> <li>• Involvement in culture of professional inquiry</li> <li>• Service to school</li> </ul> <p><b>4e Growing and Developing Professionally</b></p> <ul style="list-style-type: none"> <li>• Enhancement of content knowledge and pedagogical skill</li> <li>• Receptivity to feedback from colleagues</li> <li>• Service to the profession</li> </ul> <p><b>4f Showing Professionalism</b></p> <ul style="list-style-type: none"> <li>• Integrity/ethical conduct</li> <li>• Service to students</li> <li>• Advocacy</li> <li>• Decision-making</li> <li>• Compliance with school/district regulations</li> </ul>	<p><b>DOMAIN 3: Instruction</b></p> <p><b>3a Communicating With Students</b></p> <ul style="list-style-type: none"> <li>• Expectations for learning</li> <li>• Directions and procedures</li> <li>• Explanations of content</li> <li>• Use of oral and written language</li> </ul> <p><b>3b Using Questions and Discussion Techniques</b></p> <ul style="list-style-type: none"> <li>• Quality of questions</li> <li>• Discussion techniques</li> <li>• Student participation</li> </ul> <p><b>3c Engaging Students in Learning</b></p> <ul style="list-style-type: none"> <li>• Activities and assignments</li> <li>• Student groups</li> <li>• Instructional materials and resources</li> <li>• Structure and pacing</li> </ul> <p><b>3d Using Assessment in Instruction</b></p> <ul style="list-style-type: none"> <li>• Assessment criteria</li> <li>• Monitoring of student learning</li> <li>• Feedback to students</li> <li>• Student self-assessment and monitoring</li> </ul> <p><b>3e Demonstrating Flexibility and Responsiveness</b></p> <ul style="list-style-type: none"> <li>• Lesson adjustment</li> <li>• Response to students</li> <li>• Persistence</li> </ul>

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<b>DOMAIN 1: PLANNING AND PREPARATION</b> <b>Component 1a: Demonstrating Knowledge of Content and Pedagogy</b> <b>Elements: Knowledge of content and the structure of the discipline • Knowledge of prerequisite relationships • Knowledge of content-related pedagogy</b>				
ELEMENT	L E V E L   O F   P E R F O R M A N C E			
	UNSATISFACTORY 1	BASIC 2	PROFICIENT 3	DISTINGUISHED 4
<b>Knowledge of content and the structure of the discipline</b>	In planning and practice, teacher makes content errors or does not correct errors made by students.	Teacher is familiar with the important concepts in the discipline but may display lack of awareness of how these concepts relate to one another.	Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.	Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.
<b>Knowledge of prerequisite relationships</b>	Teacher's plans and practice display little understanding of prerequisite relationships important to student learning of the content.	Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.	Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding.
<b>Knowledge of content-related pedagogy</b>	Teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.	Teacher's plans and practice reflect a limited range of pedagogical approaches or some approaches that are not suitable to the discipline or to the students.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.

<b>DOMAIN 1: PLANNING AND PREPARATION</b> <b>Component 1b: Demonstrating Knowledge of Students</b> Elements: Knowledge of child and adolescent development • Knowledge of the learning process • Knowledge of students' skills, knowledge, and language proficiency • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Knowledge of child and adolescent development</b>	Teacher displays little or no knowledge of the developmental characteristics of the age group.	Teacher displays partial knowledge of the developmental characteristics of the age group.	Teacher displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, teacher displays knowledge of the extent to which individual students follow the general patterns.
<b>Knowledge of the learning process</b>	Teacher sees no value in understanding how students learn and does not seek such information.	Teacher recognizes the value of knowing how students learn, but this knowledge is limited or outdated.	Teacher's knowledge of how students learn is accurate and current. Teacher applies this knowledge to the class as a whole and to groups of students.	Teacher displays extensive and subtle understanding of how students learn and applies this knowledge to individual students.
<b>Knowledge of students' skills, knowledge, and language proficiency</b>	Teacher displays little or no knowledge of students' skills, knowledge, and language proficiency and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency and displays this knowledge for groups of students.	Teacher displays understanding of individual students' skills, knowledge, and language proficiency and has a strategy for maintaining such information.
<b>Knowledge of students' interests and cultural heritage</b>	Teacher displays little or no knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests and cultural heritage but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for groups of students.	Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for individual students.



DOMAIN 1: PLANNING AND PREPARATION								
Component 1b: Demonstrating Knowledge of Students								
Elements: Knowledge of child and adolescent development • Knowledge of the learning process • Knowledge of students' skills, knowledge, and language proficiency • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs								
ELEMENT	L E V E L O F P E R F O R M A N C E							
	UNSATISFACTORY	1	BASIC	2	PROFICIENT	3	DISTINGUISHED	4
Knowledge of students' special needs	Teacher displays little or no understanding of students' special learning or medical needs or why such knowledge is important		Teacher displays awareness of the importance of knowing students' special learning or medical needs, but such knowledge may be incomplete or inaccurate.		Teacher is aware of students' special learning and medical needs.		Teacher possesses information about each student's learning and medical needs, collecting such information from a variety of sources.	

<p style="text-align: center;"><b>DOMAIN 1: PLANNING AND PREPARATION</b>  <b>Component 1c: Setting Instructional Outcomes</b>  <b>Elements: Value, sequence, and alignment • Clarity • Balance • Suitability for diverse learners</b></p>				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Value, sequence, and alignment</b>	Outcomes represent low expectations for students and lack of rigor. They do not reflect important learning in the discipline or a connection to a sequence of learning.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and at least some connection to a sequence of learning.	Most outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning.	All outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning both in the discipline and in related disciplines.
<b>Clarity</b>	Outcomes are either not clear or are stated as activities, not as student learning. Outcomes do not permit viable methods of assessment.	Outcomes are only moderately clear or consist of a combination of outcomes and activities. Some outcomes do not permit viable methods of assessment.	All the instructional outcomes are clear, written in the form of student learning. Most suggest viable methods of assessment.	All the outcomes are clear, written in the form of student learning, and permit viable methods of assessment.
<b>Balance</b>	Outcomes reflect only one type of learning and only one discipline or strand.	Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.	Outcomes reflect several - different types of learning and opportunities for coordination.	Where appropriate, outcomes reflect several different types of learning and opportunities for both coordination and integration.
<b>Suitability for diverse learners</b>	Outcomes are not suitable for the class or are not based on any assessment of student needs.	Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.	Most of the outcomes are suitable for all students in the class and are based on evidence of student proficiency. However, the needs of some individual students may not be accommodated.	Outcomes are based on a comprehensive assessment of student learning and take into account the varying needs of individual students or groups.

<b>DOMAIN 1: PLANNING AND PREPARATION</b> <b>Component 1d: Demonstrating Knowledge of Resources</b> <b>Elements: Resources for classroom use • Resources to extend content knowledge and pedagogy • Resources for students</b>				
<b>ELEMENT</b>	<b>L E V E L O F P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>
<b>Resources for classroom use</b>	Teacher is unaware of resources for classroom use available through the school or district.	Teacher displays awareness of resources available for classroom use through the school or district but no knowledge of resources available more broadly.	Teacher displays awareness of resources available for classroom use through the school or district and some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources for classroom use is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
<b>Resources to extend content knowledge and pedagogy</b>	Teacher is unaware of resources to enhance content and pedagogical knowledge available through the school or district.	Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district but no knowledge of resources available more broadly.	Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district and some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources to enhance content and pedagogical knowledge is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
<b>Resources for students</b>	Teacher is unaware of resources for students available through the school or district.	Teacher displays awareness of resources for students available through the school or district but no knowledge of resources available more broadly.	Teacher displays awareness of resources for students available through the school or district and some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources for students is extensive, including those available through the school or district, in the community, and on the Internet.

<b>DOMAIN 1: PLANNING AND PREPARATION</b> <b>Component 1e: Designing Coherent Instruction</b> <b>Elements: Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure</b>				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Learning activities</b>	Learning activities are not suitable to students or to instructional outcomes and are not designed to engage students in active intellectual activity.	Only some of the learning activities are suitable to students or to the instructional outcomes. Some represent a moderate cognitive challenge, but with no differentiation for different students.	All of the learning activities are suitable to students or to the instructional outcomes, and most represent significant cognitive challenge, with some differentiation for different groups of students.	Learning activities are highly suitable to diverse learners and support the instructional outcomes. They are all designed to engage students in high-level cognitive activity and are differentiated, as appropriate, for individual learners.
<b>Instructional materials and resources</b>	Materials and resources are not suitable for students and do not support the instructional outcomes or engage students in meaningful learning.	Some of the materials and resources are suitable to students, support the instructional outcomes, and engage students in meaningful learning.	All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning.	All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning. There is evidence of appropriate use of technology and of student participation in selecting or adapting materials.
<b>Instructional groups</b>	Instructional groups do not support the instructional outcomes and offer no variety.	Instructional groups partially support the instructional outcomes, with an effort at providing some variety.	Instructional groups are varied as appropriate to the students and the different instructional outcomes.	Instructional groups are varied as appropriate to the students and the different instructional outcomes. There is evidence of student choice in selecting the different patterns of instructional groups.

<b>DOMAIN 1: PLANNING AND PREPARATION</b> <b>Component 1e: Designing Coherent Instruction</b> <b>Elements: Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure</b>				
<b>ELEMENT</b>	<b>LEVEL OF PERFORMANCE</b>			
	<b>UNSATISFACTORY</b>	<b>1</b>	<b>BASIC</b>	<b>2</b>
	<b>PROFICIENT</b>			
	<b>3</b>			
	<b>DISTINGUISHED</b>			
	<b>4</b>			
<b>Lesson and unit structure</b>	The lesson or unit has no clearly defined structure, or the structure is chaotic. Activities do not follow an organized progression, and time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Progression of activities is uneven, with most time allocations reasonable.	The lesson or unit has a clearly defined structure around which activities are organized. Progression of activities is even, with reasonable time allocations.	The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs. The progression of activities is highly coherent.

<b>DOMAIN 1: PLANNING AND PREPARATION</b> <b>Component 1f: Designing Student Assessments</b> <b>Elements: Congruence with instructional outcomes • Criteria and standards • Design of formative assessments • Use for planning</b>				
<b>ELEMENT</b>	<b>LEVEL OF PERFORMANCE</b>			
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>
<b>Congruence with instructional outcomes</b>	Assessment procedures are not congruent with instructional outcomes.	Some of the instructional outcomes are assessed through the proposed approach, but many are not.	All the instructional outcomes are assessed through the approach to assessment; assessment methodologies may have been adapted for groups of students.	Proposed approach to assessment is fully aligned with the instructional outcomes in both content and process. Assessment methodologies have been adapted for individual students, as needed.
<b>Criteria and standards</b>	Proposed approach contains no criteria or standards.	Assessment criteria and standards have been developed, but they are not clear.	Assessment criteria and standards are clear.	Assessment criteria and standards are clear; there is evidence that the students contributed to their development.
<b>Design of formative assessments</b>	Teacher has no plan to incorporate formative assessment in the lesson or unit.	Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.	Teacher has a well-developed strategy to using formative assessment and has designed particular approaches to be used.	Approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.
<b>Use for planning</b>	Teacher has no plans to use assessment results in designing future instruction.	Teacher plans to use assessment results to plan for future instruction for the class as a whole.	Teacher plans to use assessment results to plan for future instruction for groups of students.	Teacher plans to use assessment results to plan future instruction for individual students.

## DOMAIN 2: THE CLASSROOM ENVIRONMENT

### Component 2a: Creating an Environment of Respect and Rapport

Elements: Teacher interaction with students • Student interactions with other students

L E V E L O F P E R F O R M A N C E				
ELEMENT	UNSATISFACTORY 1	BASIC 2	PROFICIENT 3	DISTINGUISHED 4
Teacher interaction with students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the age and cultures of the students. Students exhibit respect for the teacher.	Teacher interactions with students reflect genuine respect and caring for individuals as well as groups of students. Students appear to trust the teacher with sensitive information.
Student interactions with other students	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate respect for one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another and monitor one another's treatment of peers, correcting classmates respectfully when needed.

<b>DOMAIN 2: THE CLASSROOM ENVIRONMENT</b> <b>Component 2b: Establishing a Culture for Learning</b> <b>Elements: Importance of the content • Expectations for learning and achievement • Student pride in work</b>				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Importance of the content</b>	Teacher or students convey a negative attitude toward the content, suggesting that it is not important or has been mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the content, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and taking initiative that they value the importance of the content.
<b>Expectations for learning and achievement</b>	Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students.	Instructional outcomes, activities and assignments, and classroom interactions convey only modest expectations for student learning and achievement.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students. Students appear to have internalized these expectations.
<b>Student pride in work</b>	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than to do high-quality work.	Students minimally accept the responsibility to do good work but invest little of their energy into its quality.	Students accept the teacher's insistence on work of high quality and demonstrate pride in that work.	Students demonstrate attention to detail and take obvious pride in their work, initiating improvements in it by, for example, revising drafts on their own or helping peers.



<b>DOMAIN 2: THE CLASSROOM ENVIRONMENT</b> <b>Component 2c: Managing Classroom Procedures</b> <b>Elements: Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of noninstructional duties • Supervision of volunteers and paraprofessionals</b>				
<b>ELEMENT</b>	<b>L E V E L O F P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>
<b>Management of instructional groups</b>	Students not working with the teacher are not productively engaged in learning.	Students in only some groups are productively engaged in learning while unsupervised by the teacher.	Small-group work is well organized, and most students are productively engaged in learning while unsupervised by the teacher.	Small-group work is well organized, and students are productively engaged at all times, with students assuming responsibility for productivity.
<b>Management of transitions</b>	Transitions are chaotic, with much time lost between activities or lesson segments.	Only some transitions are efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming responsibility in ensuring their efficient operation.
<b>Management of materials and supplies</b>	Materials and supplies are handled inefficiently, resulting in significant loss of instructional time.	Routines for handling materials and supplies function moderately well, but with some loss of instructional time.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for smooth operation.
<b>Performance of noninstructional duties</b>	Considerable instructional time is lost in performing noninstructional duties.	Systems for performing noninstructional duties are only fairly efficient, resulting in some loss of instructional time.	Efficient systems for performing noninstructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing noninstructional duties are well established, with students assuming considerable responsibility for efficient operation.
<b>Supervision of volunteers and paraprofessionals</b>	Volunteers and paraprofessionals have no clearly defined duties and are idle most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.

<b>DOMAIN 2: THE CLASSROOM ENVIRONMENT</b> <b>Component 2d: Managing Student Behavior</b> <b>Elements: Expectations • Monitoring of student behavior • Response to student misbehavior</b>				
<b>ELEMENT</b>	<b>L E V E L O F P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>
<b>Expectations</b>	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
<b>Monitoring of student behavior</b>	Student behavior is not monitored, and teacher is unaware of what the students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
<b>Response to student misbehavior</b>	Teacher does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or there are no major infractions of the rules.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

<b>DOMAIN 2: THE CLASSROOM ENVIRONMENT</b> <b>Component 2e: Organizing Physical Space</b> <b>Elements: Safety and accessibility • Arrangement of furniture and use of physical resources</b>					
		L E V E L   O F   P E R F O R M A N C E			
ELEMENT		UNSATISFACTORY 1	BASIC 2	PROFICIENT 3	DISTINGUISHED 4
Safety and accessibility		The classroom is unsafe, or learning is not accessible to some students.	The classroom is safe, and at least essential learning is accessible to most students.	The classroom is safe, and learning is equally accessible to all students.	The classroom is safe, and students themselves ensure that all learning is equally accessible to all students.
Arrangement of furniture and use of physical resources		The furniture arrangement hinders the learning activities, or the teacher makes poor use of physical resources.	Teacher uses physical resources adequately. The furniture may be adjusted for a lesson, but with limited effectiveness.	Teacher uses physical resources skillfully, and the furniture arrangement is a resource for learning activities.	Both teacher and students use physical resources easily and skillfully, and students adjust the furniture to advance their learning.

<b>DOMAIN 3: INSTRUCTION</b> <b>Component 3a: Communicating with Students</b> <b>Elements: Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language</b>				
<b>ELEMENT</b>	<b>LEVEL OF PERFORMANCE</b>			
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>
<b>Expectations for learning</b>	Teacher's purpose in a lesson or unit is unclear to students.	Teacher attempts to explain the instructional purpose, with limited success.	Teacher's purpose for the lesson or unit is clear, including where it is situated within broader learning.	Teacher makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking that purpose to student interests.
<b>Directions and procedures</b>	Teacher's directions and procedures are confusing to students.	Teacher's directions and procedures are clarified after initial student confusion.	Teacher's directions and procedures are clear to students.	Teacher's directions and procedures are clear to students and anticipate possible student misunderstanding.
<b>Explanations of content</b>	Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's explanation of content is imaginative and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
<b>Use of oral and written language</b>	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language contains errors of grammar or syntax. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly and conform to standard English. Vocabulary is correct but limited or is not appropriate to the students' ages or backgrounds.	Teacher's spoken and written language is clear and correct and conforms to standard English. Vocabulary is appropriate to the students' ages and interests.	Teacher's spoken and written language is correct and conforms to standard English. It is also expressive, with well-chosen vocabulary that enriches the lesson. Teacher finds opportunities to extend students' vocabularies.

<b>DOMAIN 3: INSTRUCTION</b> <b>Component 3b: Using Questioning and Discussion Techniques</b> <b>Elements: Quality of questions • Discussion techniques • Student participation</b>				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Quality of questions</b>	Teacher's questions are virtually all of poor quality, with low cognitive challenge and single correct responses, and they are asked in rapid succession.	Teacher's questions are a combination of low and high quality, posed in rapid succession. Only some invite a thoughtful response.	Most of the teacher's questions are of high quality. Adequate time is provided for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
<b>Discussion techniques</b>	Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.	Teacher makes some attempt to engage students in genuine discussion rather than recitation, with uneven results.	Teacher creates a genuine discussion among students, stepping aside when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
<b>Student participation</b>	A few students dominate the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.

<p style="text-align: center;"><b>DOMAIN 3: INSTRUCTION</b>  <b>Component 3c: Engaging Students in Learning</b>  <b>Elements: Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing</b></p>					
<b>ELEMENT</b>	<b>L E V E L O F P E R F O R M A N C E</b>				
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>	
<b>Activities and assignments</b>	Activities and assignments are inappropriate for students' age or background. Students are not mentally engaged in them.	Activities and assignments are appropriate to some students and engage them mentally, but others are not engaged.	Most activities and assignments are appropriate to students, and almost all students are cognitively engaged in exploring content.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.	
<b>Grouping of students</b>	Instructional groups are inappropriate to the students or to the instructional outcomes.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of instructional groups.	
<b>Instructional materials and resources</b>	Instructional materials and resources are unsuitable to the instructional purposes or do not engage students mentally.	Instructional materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.	
<b>Structure and pacing</b>	The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally appropriate.	The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.	

<b>DOMAIN 3: INSTRUCTION</b> <b>Component 3d: Using Assessment in Instruction</b> <b>Elements: Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring of progress</b>				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Assessment criteria</b>	Students are not aware of the criteria and performance standards by which their work will be evaluated.	Students know some of the criteria and performance standards by which their work will be evaluated.	Students are fully aware of the criteria and performance standards by which their work will be evaluated.	Students are fully aware of the criteria and performance standards by which their work will be evaluated and have contributed to the development of the criteria.
<b>Monitoring of student learning</b>	Teacher does not monitor student learning in the curriculum.	Teacher monitors the progress of the class as a whole but elicits no diagnostic information.	Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information.	Teacher actively and systematically elicits diagnostic information from individual students regarding their understanding and monitors the progress of individual students.
<b>Feedback to students</b>	Teacher's feedback to students is of poor quality and not provided in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
<b>Student self-assessment and monitoring of progress</b>	Students do not engage in self-assessment or monitoring of progress.	Students occasionally assess the quality of their own work against the assessment criteria and performance standards.	Students frequently assess and monitor the quality of their own work against the assessment criteria and performance standards.	Students not only frequently assess and monitor the quality of their own work against the assessment criteria and performance standards but also make active use of that information in their learning.

<b>DOMAIN 3: INSTRUCTION</b> <b>Component 3e: Demonstrating Flexibility and Responsiveness</b> <b>Elements: Lesson adjustment • Response to students • Persistence</b>				
<b>ELEMENT</b>	<b>L E V E L O F P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>
<b>Lesson adjustment</b>	Teacher adheres rigidly to an instructional plan, even when a change is clearly needed.	Teacher attempts to adjust a lesson when needed, with only partially successful results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson when needed.
<b>Response to students</b>	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests, although the pacing of the lesson is disrupted.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on student interests or a spontaneous event.
<b>Persistence</b>	When a student has difficulty learning, the teacher either gives up or blames the student or the student's home environment.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to draw on.	Teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.



<b>DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</b> Component 4a: Reflecting on Teaching Elements: Accuracy • Use in future teaching				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Accuracy</b>	Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or teacher profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.
<b>Use in future teaching</b>	Teacher has no suggestions for how a lesson could be improved another time the lesson is taught.	Teacher makes general suggestions about how a lesson could be improved another time the lesson is taught.	Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.

<b>DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</b> <b>Component 4b: Maintaining Accurate Records</b> <b>Elements: Student completion of assignments • Student progress in learning • Noninstructional records</b>				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Student completion of assignments</b>	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in maintaining the records.
<b>Student progress in learning</b>	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and only partially effective.	Teacher's system for maintaining information on student progress in learning is fully effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and participate in interpreting the records.
<b>Noninstructional records</b>	Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid errors.	Teacher's system for maintaining information on noninstructional activities is fully effective.	Teacher's system for maintaining information on noninstructional activities is highly effective, and students contribute to its maintenance.

<b>DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</b> <b>Component 4c: Communicating with Families</b> <b>Elements: Information about the instructional program • Information about individual students • Engagement of families in the instructional program</b>				
<b>ELEMENT</b>	<b>L E V E L O F P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>
<b>Information about the instructional program</b>	Teacher provides little or no information about the instructional program to families.	Teacher participates in the school's activities for family communication but offers little additional information.	Teacher provides frequent information to families, as appropriate, about the instructional program.	Teacher provides frequent information to families, as appropriate, about the instructional program. Students participate in preparing materials for their families.
<b>Information about individual students</b>	Teacher provides minimal information to families about individual students, or the communication is inappropriate to the cultures of the families. Teacher does not respond, or responds insensitively, to family concerns about students.	Teacher adheres to the school's required procedures for communicating with families. Responses to family concerns are minimal or may reflect occasional insensitivity to cultural norms.	Teacher communicates with families about students' progress on a regular basis, respecting cultural norms, and is available as needed to respond to family concerns.	Teacher provides information to families frequently on student progress, with students contributing to the design of the system. Response to family concerns is handled with great professional and cultural sensitivity.
<b>Engagement of families in the instructional program</b>	Teacher makes no attempt to engage families in the instructional program, or such efforts are inappropriate.	Teacher makes modest and partially successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that could be enhanced by family participation.

<b>DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</b> <b>Component 4d: Participating in a Professional Community</b> <b>Elements: Relationships with colleagues • Involvement in a culture of professional inquiry • Service to the school • Participation in school and district projects</b>				
<b>ELEMENT</b>	<b>L E V E L O F P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY 1</b>	<b>BASIC 2</b>	<b>PROFICIENT 3</b>	<b>DISTINGUISHED 4</b>
<b>Relationships with colleagues</b>	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.	Relationships with colleagues are characterized by mutual support and cooperation.	Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative in assuming leadership among the faculty.
<b>Involvement in a culture of professional inquiry</b>	Teacher avoids participation in a culture of inquiry, resisting opportunities to become involved.	Teacher becomes involved in the school's culture of inquiry when invited to do so.	Teacher actively participates in a culture of professional inquiry.	Teacher takes a leadership role in promoting a culture of professional inquiry.
<b>Service to the school</b>	Teacher avoids becoming involved in school events.	Teacher participates in school events when specifically asked.	Teacher volunteers to participate in school events, making a substantial contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least one aspect of school life.
<b>Participation in school and district projects</b>	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

<b>DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</b> <b>Component 4e: Growing and Developing Professionally</b> <b>Elements: Enhancement of content knowledge and pedagogical skill • Receptivity to feedback from colleagues • Service to the profession</b>				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Enhancement of content knowledge and pedagogical skill</b>	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.
<b>Receptivity to feedback from colleagues</b>	Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.	Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues.	Teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration.	Teacher seeks out feedback on teaching from both supervisors and colleagues.
<b>Service to the profession</b>	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession.

<b>DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</b> <b>Component 4f: Showing Professionalism</b> <b>Elements: Integrity and ethical conduct • Service to students • Advocacy • Decision making • Compliance with school and district regulations</b>				
<b>ELEMENT</b>	<b>L E V E L   O F   P E R F O R M A N C E</b>			
	<b>UNSATISFACTORY   1</b>	<b>BASIC   2</b>	<b>PROFICIENT   3</b>	<b>DISTINGUISHED   4</b>
<b>Integrity and ethical conduct</b>	Teacher displays dishonesty in interactions with colleagues, students, and the public.	Teacher is honest in interactions with colleagues, students, and the public.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.	Teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues.
<b>Service to students</b>	Teacher is not alert to students' needs.	Teacher's attempts to serve students are inconsistent.	Teacher is active in serving students.	Teacher is highly proactive in serving students, seeking out resources when needed.
<b>Advocacy</b>	Teacher contributes to school practices that result in some students being ill served by the school.	Teacher does not knowingly contribute to some students being ill served by the school.	Teacher works to ensure that all students receive a fair opportunity to succeed.	Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.
<b>Decision making</b>	Teacher makes decisions and recommendations based on self-serving interests.	Teacher's decisions and recommendations are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.
<b>Compliance with school and district regulations</b>	Teacher does not comply with school and district regulations.	Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher complies fully with school and district regulations.	Teacher complies fully with school and district regulations, taking a leadership role with colleagues.

## APPENDIX 4

### PORTFOLIO RUBRICS

#### Standard 1: Mission, Vision, and Core Values

**Effective educational leaders develop, advocate, and enact a shared mission, vision and core values of high-quality education and academic success and well-being of *each* student.**

Unsatisfactory	Basic	Proficient	Distinguished
<p>The school's vision for student achievement is vague, incomplete, or based on insufficient measures of student learning. The mission and vision is communicated to the school stakeholders but no plans to engage the various stakeholders in the implementation is evident. Possible barriers to accomplishing the vision are identified, but plans for addressing barriers either are not present or are inappropriate. School programs are not consistent with the vision, or provide only surface-level changes. The school's vision is not inclusive of all learners and it is clear the various stakeholders do not embrace the core value that all students can learn.</p>	<p>A vision statement has been developed for the school, but most staff are unaware of or are unaffected by it. Staff members can articulate beliefs for their school but these values have not yet impacted their day-to-day work or the operation of the school. Staff members have participated in a process to establish the mission and vision of the school, but they do not yet influence instructional decisions in a meaningful way. A small group of staff members are working to incorporate the vision of the school into instructional goals and have tried to get others on board with this initiative. Their efforts have little impact to any significant degree.</p>	<p>The school's vision, mission, and core values are relevant to the needs of the school. School staff has endorsed the vision and mission of the school and feel some sense of ownership in it. School improvement planning and staff development initiatives are tied to the shared vision. Staff members have made a conscious effort to articulate and promote the attitudes and behaviors consistent with the school's core values. Most programs embrace the school's vision and plans are in place to modify the vision, if necessary. The school aligns practices with core values and new structures are in place to support these initiatives.</p>	<p>There is a successful vision for student achievement based on both qualitative and quantitative measures of student learning. Various stakeholders including students, staff, parents and community members are involved in maintaining and growing the mission/vision. Data is used to adjust and/or maintain the school's mission/vision and a long term plan is in place to promote ideals, to overcome future obstacles, and to marshal necessary resources, and it is evident staff uses the vision to guide their day-to-day efforts and decisions. The school's mission/vision advances support for the academic, linguistic, cultural, social-emotional, behavioral, and physical development of each learner. A shared belief that all students can be successful is clearly evident and is a core-value that is shared among all stakeholders as it is an embedded part of the school's culture.</p>

## Standard 2: Ethics and Professional Norms

**Effective educational leaders act ethically and according to professional norms to promote *each* student's academic success and well-being.**

Unsatisfactory	Basic	Proficient	Distinguished
The principal is inconsistent in modeling personal ethics and integrity. There is no evidence to show decisions are based on relevant data or research. There is no evidence of reflection with students or staff. Little or no evidence of collaboration, transparency, and communication is used to advance student or staff's measureable goals.	The principal models personal ethics and integrity the majority of the time, but is inconsistent in expecting the same from others. When decisions are made, data and research that is used is not student-centered or it is not relevant to the decision. Reflection is inconsistent and does not inform and result in a change in practice. Transparency and communication are inconsistent and often do not lead to increased achievement students.	The principal models personal ethics and integrity at all times, and expects the same from others. Most significant decisions that are made include some consideration of relevant data or research. Individual reflection is ongoing and sometimes leads to a change in practice. Students and staff have been able to attain some growth on measurable goals due to collaboration and encouragement.	The principal establishes a reputation for modeling personal ethics and integrity through actions, and this has led to seeing the same behavior in others. All significant decisions have been made after careful consideration of relevant data and research, and students are always placed at the center of the decision making process. Reflection, both personal and principal led w/teachers, exists in a safe and meaningful way that allows for improvement and allows staff to take responsibility for change and growth. Through collaboration, transparency, and communication, students and staff on numerous occasions have been able to reach higher levels of performance, commitment, and motivation on measurable objectives and initiatives.



### Standard 3: Equity & Cultural Responsiveness

**Effective educational leaders strive for equity of educational opportunity and culturally responsive practices to promote *each* student's academic success and well-being.**

Unsatisfactory	Basic	Proficient	Distinguished
There is evidence to support the claim that inequity, unfairness, or lack of respect exists at the school. This leads to an unsafe learning environment whether physically, socially, or emotionally. Teachers need training in cultural sensitivity and/or different learning styles in order to properly meet the needs of all students. Certain subgroups or populations of students continually achieve low on standardized assessments, report cards, or other measures of student achievement. Disciplinary data also shows an inequity exists with referrals with certain subgroups or populations within the school.	A plan to promote equity, fairness, and respect within the school community is present, but not all encompassing. Certain subgroups and/or populations are lacking support and access to necessary resources in order to thrive. Teachers lack a sense of knowledge in teaching diverse cultures. At least 1 subgroup continues to show inequity in student achievement and/or disciplinary data. Although the school is able to identify these inequities, sufficient success to erase these gaps is lacking.	A plan to promote equity, fairness, and respect is detailed and addresses the needs of most student groups. A standard plan is in place to support the school's behavior and student responsibility plans. This plan is monitored by the administration and changes are made, if necessary. The plan includes proactive measures aimed at avoiding reactive decisions and is geared towards improving achievement, attendance, and behavior.	A comprehensive plan for promoting equity, fairness, and respect has been implemented with fidelity and has contributed to a safe and diverse learning environment for all students, including all subgroups and populations. A positive and equitable student responsibility and behavior system with teaching, intervention, and prevention strategies and protocols that are clear, fair, incremental, restorative, culturally responsive and celebrate student and school achievement is in place and is routinely monitored by a stakeholder group consisting of staff. If needed, the plan is modified based on supporting data.

#### Standard 4: Curriculum, Instruction & Assessment

**Effective educational leaders develop and support intellectually rigorous and coherent systems of curriculum, instruction, and assessment to promote *each* student's academic success and well-being.**

Unsatisfactory	Basic	Proficient	Distinguished
Teachers do not have a basic understanding of the standards they teach. Attempts have been made to build capacity with the standards, but the strategies shared have been inappropriate and inconsistent. The facilitation of content-based learning as it is appropriate to the student population is lacking. Multiple or ongoing assessments to measure student knowledge are used sporadically and do not effectively monitor student learning. Formative assessment is not used correctly and technology is not used to enhance teaching and learning.	Some teachers do not have a deep understanding of the standards they teach. Instructional practices do not always reflect intellectually challenging and authentic learning experiences. Administrators and/or instructional leadership lack the ability to support all teachers in their contents, and only help those contents they have background teaching. The plan to facilitate relevant content-based standards is present, but is vague, limited in scope and is not successful in raising student achievement. Multiple assessments are used to measure understanding; however, they do not target all learning styles or do not promote improvement. Formative assessment and technology are used by some staff, but not with fidelity.	Teachers have a deep understanding of the standards they teach. Administrators and/or instructional leadership are able to support teachers with their standards and are willing to help teachers through modeling, co-teaching, or coaching. Best practices are shared with teachers and teachers are expected to use these strategies to deliver instruction. A plan to use various content-based materials is present, and sufficiently meets the needs of most learners. A plan for using assessments to improve student achievement is in place. Formative assessment is used by most staff members to differentiate and/or reteach. Technology is used to facilitate learning in classrooms with students.	Administrators and teaching staff share a deep understanding of standards in order to promote cross-curricular and grade-level learning. Extensive implementation of diverse and content-relevant strategies and best practices of content delivery are used to facilitate learning. Multiple and ongoing assessments are used and have been shown to improve the academic performance of each student. The understanding and use of formative assessment is used by all staff members, as well as ongoing training to address how teachers should be changing what they're doing during instruction to promote teaching and learning. Technology is used to facilitate learning in all stakeholders, including students, staff, and parents.

### Standard 5: Community of Care & Support for Students

Effective educational leaders cultivate an inclusive, caring, and supportive school community that promotes the academic success and well-being of *each* student.

Unsatisfactory	Basic	Proficient	Distinguished
The school and individual student schedules demonstrate little or no understanding of the social, emotional, and academic needs of the students. Few or no extracurricular activities are offered for students, or there is low participation in most extracurricular activities. The majority of classrooms still have teachers lecturing the majority of the time and student engagement is lacking. Students do not take academic risks, and there is a “fixed” mindset among the staff in relation to student achievement.	Although the administration understands the social, emotional, and academic needs of students, many students are not receiving the academic support they need to be successful. Extracurricular activities are available to students, but not all student subgroups and populations are represented in participation. A plan is in place to increase student engagement that lessens the amount of time teachers lecture. There are some teachers that have embraced changing how instruction is delivered, but the majority of teachers still continue to lecture during the time they spend with students.	School and individual student schedules are created with student needs at the center of the decision. A wide variety of extracurricular and educational activities are offered to students through sports, clubs, and organizations. Academic, social, and emotional supports are in place for all students and create a culture where students feel safe. Student engagement is a priority in the school because teachers recognize the importance of creating an environment where all students can learn. More teachers continue to create activities that engage students, but not all teachers in the school have mastered the process.	School and individual student schedules are developed to be student-centered and maximize instructional time and staff collaboration. Extracurricular activities and academic choice are a part of the school day and promote emotional, social, and instructional support tailored to the individual needs of the students within the school. These embedded activities promote adult-student, student-peer, and community-peer relationships. Teachers encourage students to take risks in their learning, ensuring a mistake is a “stepping stone” and promoting a growth mindset. Student engagement is evident in almost all classrooms and is used to deliver instruction to meet the needs of diverse learners.

**Standard 6: Professional Capacity of School Personnel**  
**Effective educational leaders develop the professional capacity and practice of school personnel to promote each student's academic success and well-being.**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
Infrequent opportunities for staff members to develop and use skills in collaboration, leadership, and responsibility are offered. Students are scheduled with teachers that lack the capacity to meet their academic, social, and/or emotional needs. Supports are not in place to mentor new and/or struggling teachers. Walkthroughs, observations, and/or evaluations do not offer teachers feedback necessary to improve teaching and learning. All SLOs are created at the beginning of the school year and are not revisited again unless at a mid-year conference.	Opportunities to develop and use skills in collaboration, leadership, and responsibility are limited to a few certain staff members in the school. The rationale of teacher placement is not supported by data, whether qualitative or quantitative. Walkthroughs are used inconsistently to give teachers relevant feedback to improve teaching and learning. Observations and evaluations aren't returned to teachers in a timely manner, resulting in irrelevant feedback. Teachers are not aware of school SLOs and the school inconsistently offers professional development. Professional development that is offered sometimes is not useful for all staff.	Numerous opportunities for teaching staff to develop and use skills in collaboration, leadership, and responsibility are evident. When hired, teachers are placed on teams or departments purposely and thoughtfully. Professional development is provided to staff based on the overall needs of the school. Walkthroughs, observations, and evaluations are completed in a timely manner and give teachers the opportunity to conference with administrators and receive necessary suggestions to improve. All SLOs are created based on school data, and teachers are continually encouraged to build capacity based on their own individual needs.	Numerous opportunities for all staff members to develop and use skills in collaboration, leadership, and responsibility are evident and this is sufficiently integrated into the school culture. When hiring and/or placing staff, careful consideration is taken to match teacher capacity with student academic and support goals. Specific supports are in place to maintain teachers through mentoring, modeling, and providing differentiated professional development. Walkthroughs, observations, and evaluations offer actionable feedback aimed at improving teaching and learning. Professional learning plans focus on real situations and specific needs related to increasing the learning and well-being of all staff and students. All SLOs are considered living documents and reflect the diverse needs of both teachers and students.

**Standard 7: Professional Community for Teachers and Staff**  
**Effective educational leaders foster a professional community of teachers and other professional staff to promote *each* student’s academic success and well-being.**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
A professional development plan is established, but it is not based on quantitative and/or qualitative data, and it lacks organization and clear goals aimed at improving student achievement. Most teachers do not plan with other teachers, and a mutual accountability among the staff in relation to student achievement is lacking. Professional learning communities do not exist at the school. Professional development is offered, but it is not tailored to the school or teachers.	A professional development plan is established but it is not based on quantitative and/or qualitative data. Most teachers are often isolated and do not plan with other teachers. Professional learning communities do not support the improvement of teaching and learning. Professional development is offered, but a long-term plan to sustain staff learning does not exist.	A professional development plan based on qualitative and quantitative data that supports the staff improving student achievement is implemented and clearly states the achievement goals. Teachers have opportunities and are encouraged to plan with teachers inside and outside their team and/or department. Professional learning communities are in place and allow staff to take ownership over their own learning. Professional development is assigned to teachers by administrators and/or instructional leadership based on county initiatives, individual, and/or school needs.	A professional development plan is embedded in the school day and based on quantitative and qualitative data that supports the staff in improving student achievement is implemented and uses data to support its effectiveness. Shared responsibility and staff trust is evident by the structures in place that promote collaborative inquiry and problem-solving. Professional learning communities that employ collegial learning and feedback result in continuous improvement, both individual and school. Teachers have a say in professional development and are able to show how it helps to improve student achievement.

### Standard 8: Meaningful Engagement of Families and Community

Effective educational leaders engage families and community in meaningful, reciprocal, and mutually beneficial ways to promote *each* student's academic success and well-being.

Unsatisfactory	Basic	Proficient	Distinguished
Family and community stakeholder input is not sought when it comes to decisions affecting the school. Minimal attempts have been made to obtain community, business, institutional, and/or civic partnerships. Opportunities are not available for families to be engaged on a regular basis. Advocacy is minimal and communication is not successful in promoting the school's success and initiatives to the broader community.	Family and community stakeholder input on school decisions is infrequently used when making decisions affecting the school. The school has made unsuccessful attempts when trying to obtain a community, business, institutional, and/or civic partnership. Sporadic opportunities are available for families to be engaged with staff to establish programs and support that addresses student needs. Advocacy is minimal due to lack of family participation and known needs of the community. Communication is made when necessary and only when it impacts stakeholders.	The input of community and family stakeholders is sought when making decisions affecting the school. The school has a community, business, institutional, and/or civic partnership helps students and/or their families. Regular opportunities are available for families to be engaged with staff to establish programs and supports that address student needs. School staff advocates for students, families, and communities. Communication is ongoing and families and the community are aware of school news and events.	Diverse family and community stakeholders are an important factor in decisions affecting the school. The school has been strengthened by numerous well-established community, business, institutional, and/or civic partnerships which have proved to be a resource to students and their families. A well-established and ongoing reciprocal relationship has been facilitated with families that encourages them to assist the school and to participate in opportunities that extend their capacity to support students. The school and community are equal advocates for students. A regular, predictable system of communication between the school and community has been established and uses a variety of media.

**Standard 9: Operations and Management**  
**Effective educational leaders manage school operations and resources to promote *each* student's academic success and well-being.**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
The school structures and processes in place are unrelated to student learning, and a relationship between staff and central office personnel is non-existent. Problem-solving and decision-making techniques are inconsistent and negatively impact student and/or staff learning. Fiscal, human, and material resources are not properly aligned to support student learning and achievement.	School structures and processes are in place to promote student learning, but a relationship between the school and central office is ineffective. Problem-solving and decision-making techniques that are used are not always effective in promoting student and/or staff learning. Fiscal, human, and material resources are aligned, and evidence shows student learning and achievement is not positively impacted with regards to the school's subgroups.	School structures and processes are in place to continuously support student learning in partnership with the staff and central office personnel. Problem-solving and decision-making techniques promote organizational development and support student and staff learning. Fiscal, human, and material resources are aligned, and there is evidence to show the positive affect they have on student learning and achievement in almost all student subgroups.	School structures and processes are in place that have been proven to increase student achievement and build relationships between staff and central office personnel. Problem-solving and decision-making techniques are used in a way that has been effective in promoting systems management and organizational development in the school and has positively impacted student achievement. Fiscal, human, and material resources are aligned, and there is clear evidence to show the positive affect they have on student learning and achievement in all student subgroups.

### Standard 10: School Improvement

**Effective educational leaders act as agents of continuous improvement to promote *each* student's academic success and well-being.**

Unsatisfactory	Basic	Proficient	Distinguished
Goals and initiatives aimed at school improvement are created using either qualitative or quantitative data. Professional development offered is not offered or does not support student and teacher improvement. Teachers are unaware of goals and initiatives. The goals created do not improve teacher capacity or student achievement.	Data, both qualitative and quantitative, is analyzed in order to create goals aimed at improving teaching and learning. These goals and initiatives are not routinely monitored and/or measured for success. Professional development is not regularly offered to support these initiatives. The goals and initiatives do not change throughout the year to reflect the various needs that arise. The goals and initiatives created only increase student achievement in some subgroups, but not all of the subgroups/populations.	A variety of tools and technology is in place to gather feedback, organize and analyze data, and monitor student progress directed towards improving teaching and learning. School improvement initiatives are analyzed for success, and staff receives support for strategies that improve student achievement, if warranted. A "living" plan is in place to address underperforming subgroups. Plans for improvement are research-based and there are several key experts on these strategies throughout the building teachers can seek out to observe, learn from, or ask to model. The goals and initiatives created increase student achievement in the majority of the subgroups/population.	A variety of tools and technology is in place to gather feedback, organize and analyze multiple data sources, and monitor student progress directed towards improving teaching and learning, and it is evident the staff uses these techniques to guide their day-to-day decisions. School improvement initiatives are frequently analyzed for success, and staff receives continual support for strategies that improve student achievement in all subgroups. A long-term, differentiated plan is in place to address all student subgroups, including both high and low performing populations. The staff embraces a growth mindset, understanding that there's always room for professional growth and the school leadership facilitates a culture that allows teachers to take risks. Plans for improvement are research-based and support the various needs of the staff as measured through quantitative and qualitative means.



## **APPENDIX 5**

### **JOINT COMMITTEES-**

The following committees will be a joint effort between the EACC and the Board of Education to address issues discussed in negotiations.

1. A joint Sick Leave Bank and Exchange Study Committee will be established effective July 1, 2021 between the Association, the Board, and AFSCME. The Committee will research and make recommendations regarding a Sick Leave Bank and Exchange being established. The Committee will be charged with considering structures, processes, and guidelines for implementation of a Sick Leave Bank and Exchange.
2. A joint EPED committee will continue its work exploring needed recommendations for EPED. The committee will convene at least twice in the first semester of the FY 22 school year. The responsibilities of this committee are to:
  - Review stipend allocations for each EPED position considering essential job functions, duties, responsibilities and time commitment required for the position. The committee will consider structuring a system that aligns stipends with requirements for minimum hours, duties, responsibilities, duration of the activity, and the longevity of the employee in the EPED stipend role.
  - Consider increases to stipends to be commensurate with the responsibility of the work.
  - Review and update job descriptions for all negotiated EPED positions, outside of athletic programs, and create a mechanism for regular review.
  - Develop and oversee the process by which additional positions will be considered for inclusion in this article in future negotiations.
  - Provide a report to the Chief Negotiators for EACC and CCPS by February 1 each year which shall include recommendations for negotiations regarding Extra Pay for Extra Duty.
3. A Joint Study Committee will be convened in the summer of FY 21 to explore, study, and make recommendations regarding telework. The Joint Study Committee will also be charged with gathering data, studying, and making recommendations regarding the possibility of a compressed work schedule recommendation for 12-month employees.
4. A joint committee will be convened as needed to examine special education workload issues.
5. A joint committee will be convened as needed to make recommendations on effective, pertinent, staff development for certificated employees.

6. A joint committee will be convened to discuss insurance with the goal of reducing premium costs paid by the employee and the Board. Agreed upon changes will be recommended by the joint committee to the bargaining teams for possible inclusion in the negotiated agreement. The committee will also review savings generated by the prescription coverage change. Any savings generated by insurance changes will be used to enrich or lower the cost of the plans.

## APPENDIX 6 VICE PRINCIPAL AND ADMINISTRATIVE INTERN PORTFOLIO RUBRIC


VICE PRINCIPAL: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

TOP PRIORITIES	SCORING		
	Minimal At- tainment	Partial At- tainment	Full Attainment
1. _____	0	1	2
2. _____	0	1	2
3. _____	0	1	2
4. _____	0	1	2
5. _____	0	1	2
6. _____	0	1	2
7. _____	0	1	2
8. _____	0	1	2
9. _____	0	1	2
10. _____	0	1	2

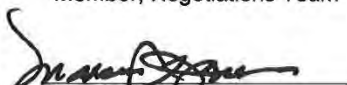
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 8<sup>th</sup> day of June, 2021.

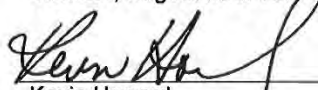
**BOARD OF EDUCATION OF  
CHARLES COUNTY**

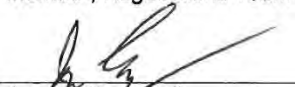
  
Amy L. Hollstein  
Chief Negotiator


  
Karen Acton  
Member, Negotiations Team

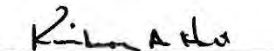
  
Nikial M. Majors  
Member, Negotiations Team

  
Marvin L. Jones  
Member, Negotiations Team

  
Kevin Howard  
Member, Negotiations Team


  
Jeremy Campbell  
Member, Negotiations Team

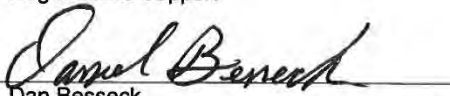
  
Latina Wilson  
Chairperson, Board of Education

  
Kimberly A. Hill, Ed.D.  
Superintendent of Schools


**EDUCATION ASSOCIATION OF  
CHARLES COUNTY**

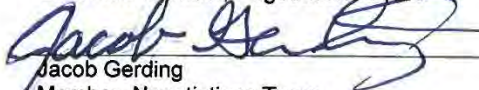
  
Leslie Schroeck  
Chief Negotiator

  
Dawn Pipkin  
Negotiations Support

  
Dan Besseck  
Co-Chief Negotiator

  
Andrew Shanbarger  
Chairperson  
Negotiations Team

  
Linda McLaughlin  
President, EACC  
Ex-Officio Member, Negotiations Team

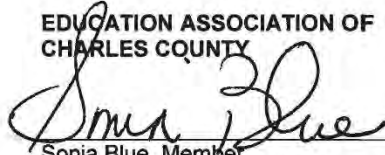
  
Jacob Gerding  
Member, Negotiations Team

  
Kelley Perry  
Member, Negotiations Team

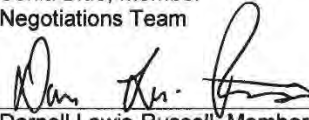
  
Matthew Howard  
Member, Negotiations Team

**BOARD OF EDUCATION OF  
CHARLES COUNTY**

**EDUCATION ASSOCIATION OF  
CHARLES COUNTY**



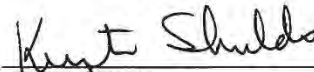
Sonia Blue, Member  
Negotiations Team



Darnell Lewis-Russell, Member,  
Negotiations Team



Linda Stocks  
Member, Negotiations Team



Kristin Shields  
Member, Negotiations Team