

Master Agreement



Between the
Board of Education of Carroll County
and the
Carroll County Education Association
(CCEA)

2010 - 2011

- D. Promotions shall be made without regard to the applicant's religion, race, sex, national origin, physical handicap, political, or other non-professional considerations.

ARTICLE XI MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A.
 - 1. When, in the judgment of a teacher, a student is by the student's behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student temporarily from the classroom and refer the student to the principal or assistant principal. In such cases the principal or assistant principal shall arrange as soon as possible a conference among the principal or assistant principal, the teacher, and such specialist(s) as may be appropriate to discuss the problem and to decide upon proper steps for its resolution.
 - 2. The teacher shall receive written or verbal notification prior to the student being returned to the affected class.
- B.
 - 1. Any teacher threatened with physical abuse in connection with the teacher's employment shall immediately report the incident in writing to the teacher's immediate superior. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner.
 - 2. A student shall not be returned to the classroom from which the student has been excluded until a conference between an administrator and the teacher has been held.
- C. An appropriate guideline for handling student problems shall be developed by a joint faculty-administration committee. It is to be the responsibility of the principal to establish a committee involving school administration, faculty, and any other mutually agreed upon representatives to develop this guideline. Said procedure shall be submitted to the building faculty in question for possible revision prior to approval and implementation by the principal.

ARTICLE XII PROTECTION OF TEACHERS

- A. The Board hereby assures teachers that it shall put its full support behind the discipline procedures and other policies adopted by the Board. The Board and the Association recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies shall be enforced fairly and consistently without favoritism due to race, creed, color, sex, age, national origin, handicap, or religion.
- B. In any case of assault by a student or a non-student on school grounds on a teacher causing injury for which workers' compensation and/or medical bills are paid, the Board shall pay the teacher the teacher's regular salary during the period of compensable disability as determined by the Workers' Compensation Commission not to exceed five (5) years, provided the teacher shall give the Board all allowances

shall have the option to participate in the Board's fringe benefit plan while on leave provided the teacher pays the entire cost of participation.

4. The leave of absence shall become effective on the last day of formal employment and may extend to a total of twelve (12) months. Request may be submitted for an extension of this leave at the end of the first leave.

H. Other leaves of absence without pay may be granted at the discretion of the Board, for good reason.

I. WORKERS' COMPENSATION LEAVE

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

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

1. He/She may elect to use his/her earned leave or sick leave, (if said leave time is available to him/her) during which period(s) he/she shall receive his/her regular salary, less any amount paid as temporary disability under Workers' Compensation Law. The employee may elect to receive only Workers' Compensation benefits and not use any of his/her accrued sick leave. Workers' Compensation checks may be retained by the employee for those periods of time on annual leave and for time outside the regular teaching year.
2. When there is no other leave time available for the employee to use, except for the sick leave the employee chooses to retain, he/she must apply for a non-compensatory leave of absence. If an employee goes on Workers' Compensation, the Board agrees to continue paying its share of Medical Insurance premiums during the period of disability.
3. While on a non-compensatory leave of absence he/she will not receive salary payments. Any Workers' Compensation payment for temporary disability due to said injury may be retained by the employee.

* The ninety (90) day period means ninety (90) duty days per injury. If an employee aggravates an injury for which the employee has received compensation and a temporary total award is reinstated, this is not a new claim and the

employee is under the initial ninety (90) day period.

J. **CONDITIONS ON RETURN FROM EXTENDED LEAVES OF ABSENCE**

1. Before returning to duty from an extended illness or period of disability, the staff member may be requested to present a doctor's certificate stating that he/she is able to resume his/her regular work.
2. Upon return from leave granted pursuant to Section A., B., C., and I., of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave in that the employee shall be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent; provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on a leave granted pursuant to remaining sections of the Article with possible exceptions of Section H., to be determined by the nature of the leave nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
3. All benefits to which an employee was entitled at the time leave of absence commenced, including unused accumulated sick leave but not including credit toward sabbatical eligibility, shall be restored upon the employee's return, and the employee shall be assigned to the same position which the employee held at the time said leave commenced, if available, or, if not, to a substantially equivalent position when such position becomes available.
4. All requests for extended leaves of absence, extensions of renewals of such leaves shall be made in writing and the Board shall make a written response to all such requests.

ARTICLE XIX ACADEMIC LEAVE OF ABSENCE

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

- A. If there are sufficient qualified applicants, sabbatical leave shall be granted to a maximum of one (1) percent of the negotiating unit at any one time.
- B. Request for sabbatical leave must be received by the Superintendent in writing in such form as the Superintendent may require no later than December 1, and action must be taken on all such requests no later than January 15, of the school year preceding for which the sabbatical leave is requested.