



**NOTICE OF DETERMINATION THAT AN IMPASSE IN NEGOTIATIONS
HAS BEEN REACHED
(Pursuant to Education Article, Title 6, Subtitle 4, Section 6-408(e)(1) or
Subtitle 5, Section 6-510(e)(1))**

Pursuant to the Request filed by the public school employer [XX] and /or the employee organization [], the Public School Labor Relations Board (PSLRB) has determined from the facts that an impasse has been reached in negotiations between:

Carroll County Public Schools

Public School Employer

and

Carroll County Education Association

Employee Organization

This determination was made by the PSLRB on May 11, 2016.

1. An impasse in negotiations has been reached as to the following matters (Matters in Dispute)¹:

Article 1—Recognition

Article 2—Definitions

Article 3—Grievance/Grievance Procedure

Article 6—Educator Evaluation

Article 7—Voluntary Transfer/Voluntary Transfers and Reassignments

Article 8—Involuntary Transfer/Involuntary Transfers and Reassignments

Article 11—Protection of Teachers/Protection of Educators

Article 12—Educator Duties

Article 13—Personnel Employment

Article 14—Personnel Assignments/Employee Assignment

Article 15—Association Rights/Association Rights, Privileges and Responsibilities

¹ It is the understanding of the PSLRB based on a review of the negotiation ground rules that there is no final agreement on any article unless all the matters at impasse are settled.

Article 16—Sick Leave/Sick Leave and Other Temporary Leaves of Absences
Article 17—Extended Leave/Extended Leave of Absence
Article 19—Evening and Federal Programs/Evening School and Federal Program
Article 20—Working Load
Article 21—Teaching Conditions
Article 22—Salaries
Article 23—Extracurricular Duties/Extra Duty Remuneration
Article 27—Summer School/Participation in Summer School
Article 28—Professional Development/Professional Development and Education Improvement
Article 31—Materials/Materials of Instruction
Article 32—Duration
Early Retirement/Resignation Incentive/Incentive Plan Proposal

2. (a) Within ten (10) calendar days after the Determination Date, the public employer and the employee organization each shall file with the PSLRB its “last and best offer” as to each of the Matters in Dispute. Said filing shall be sent to Erica L. Snipes, Executive Director of the PSLRB, and a copy shall simultaneously be served on the other party. Filing and service must be in person or by U.S. mail, return receipt requested. A party’s “last and best offer” as to a particular Matter in Dispute shall be the offer that it made to the other party with regard to that Matter immediately before a Request for a determination that an impasse had been reached was filed with the PSLRB.
- (b) Within five (5) calendar days after the Determination Date, the public school employer and the employee organization shall “select a mediator” in accordance with the selection process set forth in Title 6, Subtitle 4, Section 6-408(e) or Subtitle 5, Section 6-510(e). (The relevant statutory sections are attached hereto). The term “select a mediator” means that the parties have begun the selection process.
- (c) Within fourteen (14) calendar days after the Determination Date, the public school employer and the employee organization shall “commence mediation.” The term “commence mediation” means that the parties have selected a mediator, and that he or she has agreed to serve.
- (d) The public employer and the employee organization each or jointly shall notify the Executive Director of the PSLRB (by e-mail or in other written form) promptly after each of the deadlines set forth in sections (a), (b) and (c) above have been met.

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATIONS BOARD



Elizabeth M. Morgan, Chair

Date: May 12, 2016