

COMPREHENSIVE AGREEMENT
BETWEEN THE
GARRETT COUNTY BOARD OF EDUCATION
AND THE
GARRETT ADMINISTRATIVE AND SUPERVISORS
ASSOCIATION

2012 - 2015



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**ARTICLES OF AGREEMENT
for the
GARRETT ADMINISTRATORS
AND SUPERVISORS ASSOCIATION
and the
GARRETT COUNTY BOARD OF EDUCATION**

I. RECOGNITION

The Board of Education of Garrett County recognizes the Garrett Administrators and Supervisors Association as the agent to represent all certificated personnel paid on the A & S salary schedule, excluding the superintendent, assistant superintendent(s), and the chief negotiator.

II. RESOLUTION OF PROBLEMS/GRIEVANCES

In order to have a formal process in which to raise issues, resolve differences, and secure equitable solutions to concerns, the following applies:

A. Definitions

1. A grievance is an unsettled cause of complaint arising between a grievant and the Board over an alleged violation or misapplication of the terms of the A & S Agreement.
2. A “Grievant” is a member(s) of the Association making the complaint.
3. The term “days” used in this Article means duty days.

B. Procedure

1. Informal Level—Within 30 days following occurrence or first knowledge of the act or condition which is the basis of the complaint, a grievant must first meet and discuss the problem with his/her immediate supervisor, administrator, or designee for the purpose of resolving the matter informally. If the grievant does not initiate this conference within the 30 days, the grievance shall be deemed to be waived.
2. Level One—In the event the grievance is unresolved, the grievant may, within 10 days thereafter, file the grievance in writing with the appropriate administrator who shall hold a conference with the grievant within 7 days after filing. The appropriate supervisor or

administrator will render a decision within 7 days thereafter.

3. Level Two—In the event the decision is unsatisfactory, the grievant may file an appeal within 10 days thereafter to the Superintendent who shall hold a conference within 10 days after the receipt of said grievance. The Superintendent shall render a written decision within 10 days thereafter.
4. Level Three—The grievant may, within 10 days of the receipt of notification of the disposition of the grievance under Step Two, request a hearing by the Board. Within 35 days of the hearing before the Board, the Board shall inform the employee(s) and/or their representative of its decision. The Board's decision shall be final.

C. Grievance Report

Attachment I (Grievance Report) will be used in the processing of all grievances.

D. Right to Representation

1. No reprisals of any kind will be taken by the Board or by any members of the administration against any party in interest, any Association representative or any other participant in the grievance procedure by reason of such participation.
2. The grievant may be represented at any level of the grievance procedure by a representative of the Association, and the Association may make statements at such meetings.
3. Documents, communications and records relating to the grievance shall be filed separately from the personnel files of the participant and shall be kept confidential at all times. The grievant's identity shall be kept confidential at all times.

E. Miscellaneous

1. A grievance may be withdrawn at any Level, without prejudice; however, failure to appeal to the next level within the time prescribed herein shall constitute withdrawal of the grievance. The aforesaid time limits at the various levels may be extended by mutual written agreement.

2. Failure to render a decision within the time prescribed herein shall be understood to be a decision in favor of the grievant. The time limit may be extended by mutual written agreement.
3. Copies of all decisions of grievances shall be provided to the Board, the grievant and the Association or its legal representative.
4. The grievant may not present any material, allegation or remedy at a subsequent level that was not presented initially at Level One of the grievance procedure except for good cause. Good cause is defined as a showing by a party to the grievance procedure of an inability to learn of such additional information prior to the hearing at the previous Level.
5. Forms for filing and processing grievances shall be designed by the Association and approved by the Superintendent. A sample Grievance Report is attached hereto. (Attachment I)

III. WORKING CONDITIONS

A. Work Year

The work year for 11- and 12- month administrative employees is as provided in Administrative Procedure 533.1 10. (Note: The work year for 11- month administrative and supervisory employees will be determined by adding 20 days to the number of days worked by teachers.)

During a period of the summer designated by the Superintendent, 11- and 12- month administrators and supervisors are allowed an option to fulfill their 40-hour work week obligation either through four ten-hour days or the customary five eight-hour days (inclusive of a 45-minute lunch period).

All A & S Personnel will be dismissed two (2) and one-half hours earlier than their regular duty day prior to the Thanksgiving and Christmas holidays.

B. Calendar Committee

The A & S Association shall have representation on the

calendar committee through the president of the A & S Association or his/her designee.

C. Wellness Committee

The A & S Association shall have a designated association representative on the wellness committee through the president of the A & S Association of his/her designee.

D. Substitutes

School administrators, who are teaching principals, may employ a substitute one-half day when attending A & S meetings or meetings initiated by central office staff, and may employ a substitute two (2) half-days each month for the evaluation of staff members and/or administrative work.

IV. LEAVES

A. Sick Leave

1. During the first year of employment in Garrett County and during each successive year thereafter each 12-month A & S employee shall be entitled to fourteen days of sick leave per year and each 11-month A & S employee shall be entitled to thirteen days of sick leave per year. Absences on account of illness exceeding accumulated sick leave, if supported by a note from a physician, shall be deducted at the rate of 1/300th of annual salary for 50 days or 50% of the accumulated sick leave to the A & S person's credit as of the beginning of the duty year, whichever is of maximum benefit to the person. Ten days of sick leave may be used for illness in the A & S person's immediate family, namely spouse, children, mother, father or anyone who lives regularly in the household.
2. A & S personnel, if under contract at the time of retirement or their designated beneficiary in the event of death during active service, shall receive terminal pay for a maximum of 155 unused sick leave days at the rate of twenty (\$20) dollars per day.
3. Unused sick leave shall accumulate without limit. A & S personnel shall be notified of the number of sick leave days to their credit on or about October 5.
4. If sick leave is exhausted, an A&S person, with three full years of service in any position within the Garrett

County Schools, may borrow up to ten days of sick leave, for sick leave purposes, which he/she would be expected to earn the following year, provided such request is made prior to or within the pay period. In the event that the absence occurs on the last day of the reporting period, the request must be within two (2) duty days. In case of resignation or retirement, the borrowed sick leave will be deducted from the administrator/supervisor's final salary check.

5. The Board reserves the right to require a physical examination, at Board expense, of A & S personnel on extended sick leave without pay.
6. An Administrator may contribute up to five (5) days of accumulated sick leave to another Administrator who has exhausted accumulated sick leave and who continues to be absent due to a serious health condition supported by a note from a physician. Sick leave can be donated by an unlimited number of A & S personnel to another administrator up to a maximum of one (1) year. (See Attachment II)

B. Personal Leave

1. Each A & S person shall be entitled to three (3) days of personal leave per year with pay chargeable to sick leave. Personal leave shall be for the transaction of personal business that cannot be accomplished other than during the duty day.
2. Personal leave days not used shall be added to cumulative sick leave.
3. Provided these days are not used by a unit member, up to two (2) of the days will be accumulated as personal leave days. The maximum number of personal leave days a unit member may use in one school year shall be five (5) providing they have accumulated two (2) personal leave days from the prior year. The use of more than three (3) consecutive personal days must have prior approval from the appropriate administrator.

C. Leave for Family Bereavement

An A & S person shall be allowed a maximum of five (5) duty days of absence without loss of salary upon the death

of a child, parent (natural, foster, or in-law), brother, sister, husband, wife, or of anyone who has lived regularly in his/her household. An A & S person shall be allowed a maximum of two (2) duty days of absence without loss of salary upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunt, uncle, nephew, niece, or spouse's grandparents. In the event of unusual travel, memorial service, or personal problems in connection with the use of bereavement leave, additional leave days or a reconfiguration of consecutive days may be granted by the Superintendent.

D. Political Leave

An A & S person may be granted a leave of absence without pay in order to run for, or serve in, public or political office, exclusive of the Garrett County Board of Education. Such leave without pay may not exceed one (1) year and must be at least ninety (90) days in duration. The A & S person on such leave will be offered the first available position which is not a promotion for which he/she is qualified and certified upon his/her return.

E. Professional Leave

1. An A & S person shall be entitled to take a leave of absence up to one (1) year without pay for the purpose of study. The person on leave will be offered the first available position for which he/she qualifies upon his/her return.
2. A & S personnel on such leave shall be afforded the opportunity to continue payments toward retirement and/or insurance programs.
3. One 12-month A & S staff member per year may be granted up to three weeks leave of absence to participate in summer study at an institution of his/her choice provided that he/she is engaged in a full-time study program and that the work or courses taken will improve his/her present work skills. All such requests must include how such study will improve present work skills and be received in writing by the Superintendent of Schools by March 1 of the school year preceding the summer for which the leave is

requested. The Superintendent of Schools will recommend such leave to the Board of Education for their approval.

F. Parental Leave of Absence

1. Female A & S personnel may use accumulated sick leave during pregnancy and during post-natal care for that period of time she is temporarily disabled as determined by the administrator and her physician.
2. Female A & S personnel desiring to use accumulated sick leave during a period of pregnancy or post-natal care should state this in writing to the appropriate administrator.
3. Female A & S personnel using sick leave benefits for that period of temporary disability due to pregnancy or post-natal care must return to service as soon as her health permits unless she is granted a temporary extension of such leave, requests a leave of absence, or resigns.
4. A & S personnel who wish to leave their positions prior to the period of disability associated with childbirth and/or do not wish to return to their positions after such period of disability, shall be granted a leave of absence without pay provided reasonable notice is given in writing.
5. An A & S person who utilizes only sick leave benefits during the period of temporary disability associated with childbirth shall be guaranteed, upon return, the position held prior to such leave.
6. An A & S person using a leave of absence without pay for pregnancy, adoption, post-natal care and child-rearing (not to exceed one year in duration) and available only to tenured persons, shall have the opportunity to continue coverage under benefit programs provided A & S personnel and shall be offered employment upon expiration of such leave to the first available position open for which the person qualifies if written advance notice of anticipated return is given. However, if re-employment is requested, the person shall be offered employment the next semester to the position held at the time of leave for pregnancy.
7. Female A & S personnel who do not wish to use accumulated sick leave during pre-natal and/or pre-

natal care shall be granted a leave of absence without pay provided that a reasonable notice in writing is made to the appropriate administrator in advance.

8. Adoptive parents may use up to six (6) weeks of accumulated sick leave for the purpose of adoption and/or infant bonding. An infant shall be defined as any child of pre-school age.
9. If using combined sick leave and leave without pay, A & S personnel who have at least one (1) year experience with the Garrett County Board of Education will have premiums paid for a total of twelve (12) weeks per year in accordance with the terms of the FMLA.

G. Extended Illness Leave

Extended illness leave is as provided in Policy 563.121.

H. Annual Leave

Each 12-month administrator/supervisor is eligible for 15 days of annual leave. An additional five days of annual leave is granted for those with 20 or more years of service, ten of which must have been worked in Garrett County. Annual leave may accumulate to a maximum of 45 days as of August 31 of any given year. Administrators will be given through October 31 to utilize any unused annual leave in excess of the forty days as determined on August 31. Up to 10 days of any excess still remaining on October 31 may be transferred to sick leave.

If school is held on a non-work day for twelve-month employees, all twelve-month employees shall be granted one additional day of annual leave. If school is held on a school calendar day designated parent conference day in the calendar, twelve-month employees that work parent conference evenings shall be granted one additional day of annual leave.

I. Civil Leave

An administrator/supervisor subpoenaed to appear in court or serve on jury duty shall be granted leave, without loss of pay. A copy of the court summons, subpoena or letter from the court requesting the administrator/supervisor's presence must be submitted to their director.

When administrator/supervisor is scheduled to be absent and such appearance in court is negated or the administrator/supervisor is excused in such time to return to his/her work site for the remainder of his/her duty day, the administrator/supervisor is required to do so.

J. Flexible Leave for 11-Month Administrators

Eleven-month administrators are permitted, upon the approval of their immediate supervisor, to use up to five (5) days of flexible leave during the school year. Any days used in this manner will be worked during other days within the August 1 to June 30 work year.

K. Emergency Leave

The decision on whether to grant emergency leave for A & S Personnel by the Board of Education shall be in accord with the decision made by the Garrett County Commissioners.

The County decision during emergency conditions could be announced as either: (a) all Garrett County government offices are closed and administrative leave is in effect for non-emergency employees or (b) all Garrett County government offices are open and liberal leave is in effect for non-emergency employees.

Emergency employees are defined as the head or lead custodian at each Board of Education facility and the Superintendent of Schools. Emergency employees will be required to report to work when offices are closed or open. Administrative leave hours granted to non-emergency employees during emergency conditions would be added to the annual leave balance for emergency employees who were required and did work the emergency period. All emergency situations wherein county government offices are open would require all employees to use annual, personal business, or compensatory time if they chose not to report to work.

Notwithstanding the granting of emergency leave, the responsibilities of the appropriate A & S personnel, as provided for in Section V, C shall still be in force and effect.

V. A & S RIGHTS

A. Personnel Files

1. No material related to an A & S person's conduct, service, character, or personality shall be placed in the file unless it is signed by the person submitting the information. The person shall be given the opportunity to acknowledge that the person has read such material by affixing one's signature on the actual copy to be filed with the understanding that such signature merely signifies that the A & S person has read the materials to be filed and does not necessarily indicate agreement with its contents. No such material shall be used in a hearing against an A & S person unless opportunity for such review has been afforded. An A & S person's refusal to sign will be noted by an administrator and a witness. If the item has been sent to the administrator by "Certified Restricted Mail", then the certified mail receipt may be attached to the item in lieu of the administrator's signature on the copy.
2. The A & S person shall have the right to answer any material filed and the answer shall be attached to the file copy. The appropriate administrator or supervisor shall affix signature to the reply indicating that such reply was read and noted.
3. A & S personnel shall be permitted to examine their files at all reasonable times during their employment by the Garrett County Board of Education and for a period of not less than thirty (30) days after such employment terminates. A designee of the Superintendent shall be present at all times. A copy of any document filed shall be provided the A & S person, at cost.
4. An A & S person's file shall be open to inspection by only those persons whose official responsibilities require such inspection. With the exception of the Director of Personnel and his/her clerical staff when performing regular routine clerical duties, a record of the date and name of any person inspecting a file shall be maintained. This record shall be made available to A & S personnel as provided for in sub-section 3 above.
5. Supervisors of A & S persons shall continue to place in

an A & S person's file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Any such material received from competent, responsible outside sources shall also be included in an A & S person's file.

6. Letters of personal references received prior to initial employment are confidential and not subject to review.
7. Adverse material properly placed in an A & S person's file and not acted upon within two (2) years may be removed upon request by the A & S person with the approval of the Superintendent. All materials related to the A & S evaluation process shall be exempt from this provision.
8. Complaints in regard to A & S personnel which are, in the judgment of the Superintendent, of a substantive nature will be discussed with the administrator or supervisor. If subsequently a complaint is placed in the employee's file by the Superintendent, a copy will be sent to the administrator or supervisor who may respond in writing and have the response become a part of the file.

B. Transporting Others

A & S personnel shall not be required to transport students under any circumstances.

C. Inclement Weather

Responsibilities for A & S personnel are as provided in Administrative Procedure 857.221.

D. Reduction in Force

In the event of a reduction in force the affected administrator, if no other administrative position is available and he/she is selected for, will be offered a teaching position in his/her area of certification at a salary equal to his/her present administrative salary. This salary would remain in effect until such time as the salary as a teacher would equal or surpass the salary as an administrator. An A & S person reassigned thusly due to a reduction in force will be exempt from the Board of Education Residency Requirement Policy 532.62.

When an administrative position becomes available, the individual affected by the reduction in force will be one of the candidates to be interviewed for that position if properly certificated.

E. Just Cause

No A & S personnel will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived any professional advantage without just cause.

F. Freedom of Association

A & S personnel's participation or non-participation in religious, political or Association activities conducted outside of duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to professional employment, providing said activities do not violate local, state or national laws and are not prejudicial to the person's performance of duties.

VI. A & S PERSONNEL EVALUATIONS

- A.** A & S personnel evaluations are completed in accordance with Procedures 533.630 and 533.630b.
- B.** The Board will continue to evaluate and update the present procedure. A & S personnel shall be given an opportunity to provide input into any revisions.

VII. PROFESSIONAL DEVELOPMENT

A & S personnel are encouraged to participate in educational conferences, seminars, and workshops. Twelve-month administrators/supervisors who wish to attend summer school must have the approval of the Superintendent of Schools.

A. Reimbursement

A & S personnel holding a Professional Certificate will be reimbursed for the cost of college courses up to six (6) hours earned from July 1 of one (1) year to June 30 of the following year. The maximum rate of reimbursement will be adjusted to be the tuition rates set by Frostburg State University for undergraduate and graduate courses. Reimbursement for courses taken through other institutions or agencies may not exceed the Frostburg State University

tuition rate or the actual invoiced cost of the course.

B. Conditions of Reimbursement

In order to be entitled to reimbursement, the A & S personnel must meet the following conditions:

1. The A & S person must be under contract to the Board. The A & S person must be administering/supervising in Garrett County to receive reimbursement for classes taken during the summer.
2. Credits must be earned at an accredited institution.
3. A grade of “C” or better must be earned in the course or a passing grade in a pass/fail course.
4. Credits earned must contribute toward the renewal of the Standard Professional Certificate or toward the securing of an advanced degree in education or field.
5. Any courses not covered in Item 4 must have prior approval, in writing, of the person responsible for certification in the Board of Education Office.
6. Claims for reimbursement should be submitted by September 15, January 15, and June 15 of each given school year. Reimbursement will be made during the following month.
7. It will be the responsibility of all A & S personnel to renew their certificate at the appropriate time.
8. All hours carrying college credits not used for the Master’s Degree can be counted applicable to the Master’s plus 30 and Master’s plus 60 incentive pay.

VIII. ASSOCIATION RIGHTS

A. No Reprisals

There will be no reprisals of any kind taken against any A & S personnel by reason of his membership in the Association or participation in any of the Association’s activities.

B. Association Meetings

The Association shall have the right to use school facilities for meetings without cost after the regular students’ school day.

C. Access to Schools

In order for the Association to properly administer its Agreement, Association officers will have access to all school buildings and all A & S personnel, provided that the exercise of this right will not interfere with the educational program.

D. Association Meetings

The Association's members will be provided an adequate amount of time following A & S meetings to report on matters involving the representation of A & S personnel by the Association.

E. Association Rights

The Board will deduct from the pay of each member covered by this Association local, state, and/or national dues provided that at the time of such deduction there is in the possession of the Board a written assignment validly in effect. A member's written agreement shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation during the period from September 1 to September 15. The Board shall provide the Association a copy of such cancellation notice within ten (10) days of its receipt. Dues will be deducted in 26 installments. The Board agrees to transmit monthly to the Association all dues and members' names pursuant to this section. The Association agrees to distribute state and national dues as appropriate.

IX. A & S PERSONNEL ASSIGNMENT

- A.** The Superintendent of Schools shall assign all A & S personnel their positions and transfer them as the needs of the school system require.
- B.** When current non-administrative type employees, or when a current A & S employee is transferred within the A & S salary scale, placement shall be completed so that administrators will receive at least a minimum increase in per diem rate as well as a minimum increase in annual salary.

X. VACANCIES

The Superintendent shall forward to each school and have posted in the central office a vacancies for administrative and supervisory positions. A Superintendent's committee will screen and interview the candidates for eventual recommendation to the Board of Education.

XI. MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A.** Each school shall develop a written policy on classroom control and discipline developed by the administration and faculty consistent with Board policy and state law.
- B.** School administrators shall have the authority and shall have the responsibility for the control of pupils throughout the school and on school grounds while on regular duty and also during the supervision of school-sponsored activities.

School administrators may use reasonable force in his/her self defense or in the restraint of a student to prevent harm to that student or to others. In the case of legal claims brought by the student or his/her parent, the Board will provide legal representation.

C. Assault or Battery

Any case of assault or battery upon an A & S person which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. If the assault was by a student, the student shall be immediately removed from school. An official designated by the Superintendent of Schools shall promptly investigate the matter and render all reasonable assistance he/she deems warranted to the administrator in connection with the handling of the incident. The administrator shall be informed of action taken prior to the student's re-admission to school.

XII. PROTECTION OF A & S PERSONNEL

- A.** The Board hereby assures A & S personnel that it shall put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board. It is also agreed that such policies shall be enforced fairly and consistently regardless of race, creed, color, sex or handicap.
- B.** An A & S person absent from work as a result of assault or personal injury occurring in the course of his/her employment may apply for Workers' Compensation. The A & S person will be paid full salary (less the amount of Workers' Compensation award made for temporary disability due to his/her injury) for the period of such absence without loss of sick leave.
- C.** A & S personnel shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety such as, but not limited to, searching for bombs or explosives.
- D.** Any A & S person who has suffered loss, damage, or destruction of clothing or personal property while on duty in the school, or school premises, or on school-sponsored activities shall refer the loss to the proper legal authorities for appropriate action. School officials shall render all reasonable assistance.

XIII. FACILITIES

A. Minimum Facilities

The Board shall provide:

1. A serviceable desk and chair for each A & S person.
2. The use of the office telephones for professional and emergency personal reasons and provide confidentiality where possible.
3. Space in which A & S personnel may store materials and supplies.

B. Facilities Where Feasible

In all new buildings, and where feasible in existing buildings the following facilities will be provided:

1. An A & S personnel work area containing adequate

- equipment and supplies to aid in the preparation of materials.
2. Well-lighted and clean rest rooms and separate from the students' rest rooms.

XIV. FRINGE BENEFITS

- A. The Board of Education will offer a medical insurance, dental insurance, and vision insurance program through the Garrett County Employees Health Care Plan agreement between the Garrett County Board of Education, the Board of Garrett County Commissioners, and Garrett College.
- B. The Board shall pay the full premium cost of an individual MPOS (Maryland Point of Service) group hospitalization and medical insurance plan, an individual dental plan, and an individual vision plan for each unit member. Employees may enroll eligible dependents in the MPOS program, enroll themselves in the PPN (Preferred Provider Network) program or enroll themselves and dependents in the PPN program by paying a share of the premium according to the terms and conditions of the Garrett County Employees Health Care Plan. The unit member's share of any premium shall be paid by payroll deduction.
- C. Effective for those retiring July 1, 2006, and thereafter, the Board will pay toward the cost, as defined in the Terms and Conditions of the Garrett County Health Care Plan, of MPOS (Individual Coverage) for those retirees under the age of 65 and a Medicare Supplement program for those retirees age 65 years or older. The payment will be based upon total years of full-time equivalent service with the Garrett County Board of Education, Board of Garrett County Commissioners, Garrett College, or a combination thereof. Part-time service will be prorated. The retiree may purchase dependent coverage, dental coverage, or a PPN plan with the additional cost the responsibility of the retiree.

Individuals must be eligible for retirement under the Maryland State Pension system or the Maryland State Retirement System. Individuals must go directly into retirement after employment with the Garrett County Board

of Education, have and maintain Board of Education sponsored group health insurance coverage. There cannot be any time break between the last day of employment with the Garrett County Board of Education and the commencement of receiving retirement benefits from the State of Maryland Retirement or Pension system.

- D.** The Board shall provide term life insurance in the amount of \$25,000 for each unit member (Double Indemnity included) and \$1,000 for each dependent, including spouse and children.
- E.** Upon retirement, A & S personnel shall receive terminal pay for unused annual leave for a maximum of thirty (30) days at per diem rate or to their designated beneficiary in the event of death.
- F.** The Board will reimburse all administrative and supervisory personnel, at the prevailing approved mileage rate, for mileage incurred as a result of attendance at any and all meetings called by any central office administrator or supervisor. This would include regular A & S meetings as well as all other meetings requiring administrators' and/or supervisors' attendance.

XV. SALARIES

- A.** The Board shall provide means for A & S personnel to participate through payroll deduction in tax-deferred or sheltered annuity plans, not less than five carriers, and credit union transactions.
- B.** Holidays will be eliminated in calculating daily rates of pay for all administrators and supervisors.
- C.** The Garrett County Board of Education A & S Salary Scales for 2012-2013 is as indicated in Attachment IV.
- D.** At the high school level only, Assistant Principals or Administrative Assistants shall be paid additional salary as indicated below in recognition of their extra duties relative to athletic events which they are required to attend as an official representative of the school. This amount will not

be subject to any annual percentage increases in salary as provided in XV2. Amounts shall be as follows:

Southern High School	\$2,000 each
Northern High School	\$3,000

- E. All A & S employed after July 1, 1997, shall be required to enroll for direct deposit and shall be paid by means of direct deposit.

XVI. GENERAL PROVISIONS

- A. This Agreement shall supersede any rules, regulations, procedures, policies or practices of the Board which shall be contrary to or inconsistent with terms contained within this Agreement. The provisions of this Agreement shall be incorporated into and be a part of the established policies of the Board.

B. Severability

If any provision of this Agreement or any application thereof to any A & S person or personnel is held to be contrary to law by a court of competent jurisdiction or held to be contrary to State Board by-law, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law or by-law, but all other provisions or applications will continue in full force and effect. The parties will meet at a mutually agreed time after any such holding for the purpose of renegotiating the provisions affected.

C. School Board Authority

A & S personnel recognize that subject to the provisions of this Agreement and the Public School Laws of Maryland, the Board of Education and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of these duties and responsibilities to control supervise and manage the Garrett County Public Schools under existing law, rules and procedures.

D. Negotiations and Ratifications

1. If categories which contain requests for funds to support items in this Agreement are reduced, further

negotiations shall begin within ten (10) days and continue to a conclusion. Unless as may be otherwise herein provided, the terms and conditions of this agreement shall take effect July 1, 2012, and remain in effect through June 30, 2015, or until superseded by a successor agreement.

2. The terms and conditions resulting from the subsequent negotiations will be submitted to A & S Association and the Board for final ratification.
3. A & S negotiators, not to exceed five (5), shall be released at 3:15 p.m. on each day scheduled for negotiations with the Board's negotiation team if such release does not interfere with the equitable assignment of non-teaching, non-compensated duties.

E. Successor Agreement

Every effort will be made to begin negotiations by December 1, but in no event later than the first scheduled school day in January. Negotiation sessions shall be closed meetings, held as frequently as necessary at a time other than the regular school day for students.

F. Impasse Procedures

Impasse proceedings as provided by Section 6.401-41-1, the Public School Laws of Maryland, shall apply. In the event the two (2) panel members cannot agree upon a third party, the third member of the panel shall be selected by requesting a list of five (5) arbitrators from the American Arbitration Association. The striking process shall be used to arrive at the final selection.

G. Distribution

An electronic copy of this Agreement will be provided to each administrator in the negotiating unit that has an email account with the Garrett County Board of Education. The comprehensive agreement will be posted on the Human Resources page of the Board's website. Each administrator will be provided a printed copy of the agreement. The cost for the printed copies shall be shared equally by the Association and the Board.

XVII. DURATION

- A. This agreement has been reached by the undersigned and is submitted to the Association and the Board of Education for ratification.

Signed this _____ day of _____, 2012.

FOR THE ASSOCIATION

FOR THE BOARD

- B. The provisions of the Agreement shall become effective July 1, 2012, and shall remain in full force and effect until June 30, 2015, or until superseded by this agreement except as indicated in the following. For fiscal year FY 13,14,15 negotiations will be reopened and limited to wages, health benefits and two (2) non-monetary articles, each year, included in the agreement and selected by respective party. Items selected must be mandatory items of negotiation or permissive items that both parties agree to negotiate.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this _____ day of _____, 2012.

President, Garrett County Administrators and Supervisors Association

Secretary, Garrett County Administrators and Supervisors Association

President, Board of Education of Garrett County

Superintendent, Board of Education of Garrett County

ATTACHMENT I

Distribution of Form

1. Administrator and/or Supervisor
2. Association
3. Grievant

Grievance report # _____
(Submit in triplicate as indicated
in the upper right-hand corner)

School _____

Grievant _____

Assignment _____

Date Filed _____

(If additional space is needed in reporting at any step, please attach an
additional sheet)

LEVEL I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature _____ Date _____

C. Decision of Administrator/Supervisor _____

Administrator/Supervisor _____ Date _____

Position of Grievant _____

Signature _____ Date _____

LEVEL II

A. Date Received by Superintendent _____

B. Decision of Superintendent _____

Signature _____ Date _____

C. Position of Grievant _____

Signature _____ Date _____

LEVEL III

A. Date Submitted to Arbitrator _____

B. Decision of Arbitrator _____

Signature _____ Date of Decision _____

ATTACHMENT II
GARRETT ADMINISTRATORS AND SUPERVISORS
ASSOCIATION
SICK LEAVE DONATION PLAN

- A. All administrators on active duty in Garrett County are eligible to receive sick leave contributed for their use by other employees in the bargaining unit. Additionally, the superintendent, assistant superintendent(s), director of human resources, director of finance, finance coordinator and all secretary II employees are eligible to participate in the Sick Leave Donation Plan. Sick leave can be donated by an unlimited number of personnel listed above up to a maximum of one year.
- B. Eligibility for Benefits and Implementation:
1. Benefits are available only when the administrator has a severe medical hardship (catastrophic illness or serious accident).
 2. The serious health condition must be supported by a note from a physician.
 3. Benefits can be received only after all accumulated sick leave has been exhausted.
 4. An administrator who is on leave of absence without pay, suspended or terminated from the Garrett County Board of Education is not eligible.
 5. Any administrator receiving Workmen's Compensation or disability benefits is not eligible to receive benefits from this plan.
 6. Normal pregnancies, childbirth, childcare, or child adoption shall not be considered as eligible reasons for this benefit.
 7. The form "Request for Sick Leave Donation Plan Benefits" and physician's statement must be submitted to the president of the Garrett Administrators and Supervisors Association. The officers of the association (president, vice president, secretary, and treasurer) will then review the request and give approval or denial. Action of the officers must have the support of at least three officers.

8. Following approval of the association officers, administrators will be polled using the "Authorization for Sick Leave Donation" form as to their willingness to donate sick leave and the number of days to be donated. Each administrator may donate up to five days.
 9. A random selection of names shall be used to determine which donated days are used first. A schedule of days will be submitted to the personnel office.
 10. Unused days will be returned to the donating member's accumulated sick leave.
 11. Once an administrator receives retirement benefits, including disability retirement, all benefits through Article IV.A.8. will stop.
 12. The existence of this benefit and participation by an administrator in this plan does not eliminate any other benefits provided through law, policy or contract.
- C. The GASA shall be responsible for providing the personnel office with the names of the persons contributing days to an employee once they have been approved to receive benefits GASA shall also provide the personnel office with an authorization form signed by each person contributing days authorizing the personnel office to deduct the donated days from their accumulated sick leave. Days will not be accepted from any administrator who has less than ten accumulated days.
- D. Representatives of the Board and the Association shall review the provisions set forth in this plan annually or as needed.

ATTACHMENT IIA

**GARRETT ADMINISTRATORS AND SUPERVISORS
ASSOCIATION
REQUEST FOR SICK LEAVE DONATION PLAN
BENEFITS**

NAME OF EMPLOYEE _____

EMPLOYEE'S SIGNATURE _____

DATE _____

APPROXIMATE NUMBER OF DAYS NEEDED _____

REASON FOR REQUEST _____

ATTACH PHYSICIAN'S STATEMENT VERIFYING THE NEED FOR
EXTENDED SICK LEAVE.

SUBMIT THIS FORM TO THE PRESIDENT OF THE ASSOCIATION.

ASSOCIATION RESPONSE:

_____ DAYS HAVE BEEN APPROVED

_____ BENEFIT DENIED

PRESIDENT'S SIGNATURE

DATE

GARRETT COUNTY BOARD OF EDUCATION
2012 - 2013 A & S SALARY SCALE

		2012-2013
CATEGORY I	1	\$58,573
	2	\$60,817
	3	\$63,061
	4	\$65,305
	5	\$67,549
	6	\$69,793
	7	\$72,037
	8	\$74,281
	9	\$76,525
	10	\$79,469
CATEGORY II	1	\$70,915
	2	\$73,159
	3	\$75,403
	4	\$77,647
	5	\$79,891
	6	\$82,135
	7	\$84,379
	8	\$86,623
	9	\$88,867
	10	\$91,811
CATEGORY III	1	\$73,159
	2	\$75,403
	3	\$77,647
	4	\$79,891
	5	\$82,135
	6	\$84,379
	7	\$86,623
	8	\$88,867
	9	\$91,111
	10	\$94,055
CATEGORY IV	1	\$75,403
	2	\$77,647
	3	\$79,891
	4	\$82,135
	5	\$84,379
	6	\$86,623
	7	\$88,867
	8	\$91,111
	9	\$93,355
	10	\$96,299

CATEGORY V

1	\$77,647
2	\$79,891
3	\$82,135
4	\$84,379
5	\$86,623
6	\$88,867
7	\$91,111
8	\$93,355
9	\$95,599
10	\$98,543

Additional \$1,000 for +30 hours beyond the Master's Degree

Additional \$1,000 for +60 hours beyond the Master's Degree

Additional \$2,000 for Doctorate Degree

Longevity Step at 14, 19, and 24 years - \$2,000

*Northern High positions receive an additional \$3,000;

Southern High positions receive an additional \$2,000

**Northern High principal receives an additional \$1,000