

GCBOE/GCEA (Unit I: Certificated)

Amendments for the 2022-2024 Comprehensive Agreement

June 14, 2022

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| Definitions #5 Negotiation Law | 5. NEGOTIATION LAW – Section 6.401-411 of the Education Article of the Annotated Code of Maryland as revised within the Article for Section of this Agreement |
| Article 1 Recognition 1.1 Unit Members | 1.1 Unit Members: In accordance with section 6.401-411 of the Education Article of the Annotated Code of Maryland, the Board recognizes the Association as the exclusive representative of a unit consisting of all certificated professional employees of the GARRETT COUNTY SCHOOL SYSTEM, excluding the Superintendent of Schools, persons designated by the Board to act in a negotiating capacity, and all other administrative and supervisory personnel. The term bargaining unit member used herein shall be defined as all professional certificated employees, and JROTC instructors, in the bargaining unit. |
| 3.2.A Preparation Time | A. Each secondary teacher shall be provided, during each duty day, an average of with not less than one period of unassigned duties during the duty day for preparation time. Such periods shall coincide in length with the regular instructional class period. Special education teachers will have the ability to request one (1) day per month for release time to complete required special duties. |
| 3.2.B Preparation Time | B. Beginning in FY'23, all Each elementary teachers shall be provided, during each duty week, with not less than 300 minutes per week of unassigned duties during the student day in increments of not less than thirty (30) minutes on a regularly scheduled student day during the duty day for preparation time. Special education teachers will have the ability to request one (1) day per month for release time to complete required special duties. |
| 3.4 C.2 New c. | C. Professional and staff development activities shall may include a virtual meeting link in order for participants to minimize travel time to alternate worksites and maximize meeting time. C. Professional and staff development activities shall include a virtual meeting link in order for participants to minimize travel time to alternate worksites and maximize meeting time. |

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| <p>3.5 Substitutes New E.</p> | <p>D. Bargaining unit members will not be asked to substitute for or assume the work duties of an employee(s) during their individual preparation time, unless deemed an emergency.</p> <p>New E. When a unit member is needed in an emergency to cover another unit member's class, or when a sufficient number of substitute teachers is not available, the Board would like to provide a stipend for certificated employees to cover a class during a teacher's planning time. The understanding is that planning will be done before or after the regular duty day. The Board will pay a certificated employee \$35 to cover a class period when a substitute teacher is not available.</p> |
| <p>3.9.A Instructional Changes</p> | <p>A. Bargaining unit members who are expected to implement new curricula, techniques, and/or strategies shall be given an opportunity to participate in training within a reasonable period of time prior to implementation.</p> |
| <p>3.10.A Telework</p> | <p>A. When schools are closed to students (designated virtual student learning day) due to inclement weather, bargaining unit members may have the option to work on site or to telework, as long as the essential functions of their position can be done effectively. Bargaining unit members will be required to maintain timely communication with their supervisor by means of communication such as telephone messages, email, virtual meetings, etc. A supervisor can deny telework if the employee cannot successfully perform the essential functions of his/her job. If telework is denied, the employee may <u>utilize earned or accrued leave until cleared to return to work</u> or return to work.</p> |
| <p>4.91.A Association Leave</p> | <p>A. The Association may draw upon an annual twenty (20) day leave bank, which is cumulative between both GCEA bargaining units. Days will not be charged to leave or result in loss of salary as long as notice is given to the Office of Human Resources and Employee Relations prior to the absence. Substitute's pay will be paid by the Association. If additional days are agreed upon by the Board and Association, approval may be granted.</p> |
| <p>5.6.A. Termination of services</p> | <p>A. In the event a teacher's services are terminated, the Board will advise the teacher in writing prior to May 1. A. In the event a non-tenured teacher's contract is non-renewed, the Board will advise the teacher in writing prior to May 1.</p> |
| <p>5.6.B. Termination of services</p> | <p>B. When a teacher's certificate is considered for non-renewal, the teacher will be notified in writing by May 1.</p> |

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| 5.91 | Change numbering 5.91 to 5.10 |
| 10.1.A School Policy 10.1.B School Policy 10.1.C School Policy | <p>A. Misbehavior - When a student's behavior seriously disrupts the instructional program to the detriment of other students, the classroom teacher may remove the student from class and refer the student to the principal or designee. The principal will determine the time of return to class, but such determination shall only be made after consultation with the teacher. Any affected unit member with supervisory responsibility for the student will be provided information pertinent to the student's instructional needs. A copy of the student's disposition will be provided to the referring unit member. Any unit member may request a conference with the administrator prior to the student's readmission. Additionally, any unit member with supervisory responsibility will be made aware of the disposition of that student as soon as possible.</p> <p>B. Serious Incidents - If a teacher is directly subjected to serious verbal abuse, profanity or outright disrespect by a student: 1. The student shall be removed from the teacher's class pending an investigation. 2. The teacher and the principal shall work cooperatively to determine the action necessary for correction of the student's behavior. 3. Prior to re-admission to class, the teacher shall be informed of action taken by the principal. Re-admission shall not occur until a conference is held to include, but not limited to, administrator, parent, pupil service department and teacher. 4. At the teacher's request, the facts of the case and the proposed corrective action shall be reviewed by the Superintendent or designee.</p> <p>C. Assault or Battery - Any case of assault or battery upon a teacher which had its inception in a school centered problem shall be promptly reported to the Superintendent or designee. If the assault was by a student, the student shall be immediately removed from the class. The administration shall promptly investigate the matter, render all reasonable assistance it deems warranted to the teacher in connection with the handling of the incident. The teacher shall be <u>informed of action taken prior to the student's re-admission to class.</u></p> |
| 10.2 Referral guidelines | Guidelines for referral procedures and conferences shall be included in such policy to provide appropriate action in the <u>resolution of disciplinary problems.</u> |
| 10.3 Personnel support | The school administration and central office personnel shall continue to support and assist in the implementation of established policy. |

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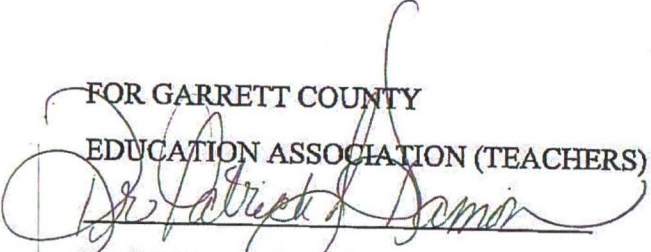
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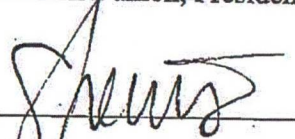
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| 10.4 Policy distribution | Each teacher shall receive a copy of the written policy on classroom control and discipline Student Handbook and Responsibilities at the beginning of the school year. |
| 12 Fringe Benefits | <p>Dental premium rates change to</p> <ul style="list-style-type: none"> ● 50/50 Split between Board & Employee <p>Medical/Rx</p> <ul style="list-style-type: none"> ● Gold plan premium rates increase 11.3% & change to Defined Contribution Model ● Silver & Bronze premium rates increase 11.3% ● No medical plan design changes <p>Plan design - Specialty Rx Plan Design- add Prudent RX</p> |
| 13 Salaries | <p>Late Year Step* + \$1,650 applied to Scales</p> <p>*Late year step is modeled as a step being applied to the last eight (8) pay periods of the duty year.</p> |

The undersigned acknowledge that tentative agreement was reached during FY 2023 negotiations between the authorized representatives of the Garrett County Education Association (Unit I) and the Garrett County Board of Education (hereinafter collectively, "the Parties"). Additionally, the Parties attest that this document represents the entirety of issues, which were the subject of bargaining, and that each respective membership has successfully ratified the modifications. Further, the Parties understand that the provisions of these negotiations shall be effective July 1, 2022, and remain in full force and effect through June 30, 2024, or until superseded by a new agreement in writing. The aforementioned modifications supplement the 2022-2024 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Unit I), effectuated June 14, 2022.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 14th day of June 2022.

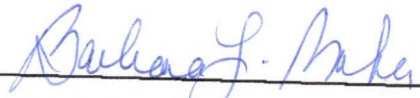
FOR GARRETT COUNTY
EDUCATION ASSOCIATION (TEACHERS)


Patrick Damon, President


Stephanie Lewis, Vice President

FOR GARRETT COUNTY BOARD OF EDUCATION


M. Tom Woods, President


Barbara Baker, Superintendent