



2022- 2024

# COMPREHENSIVE AGREEMENT

GARRETT COUNTY BOARD OF EDUCATION AND THE GARRETT  
ADMINISTRATIVE AND SUPERVISORS ASSOCIATION/MSE/NEA

40 South 2<sup>nd</sup> Street Oakland, MD 21550

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# ARTICLE 1 RECOGNITION

- A. The Board of Education of Garrett County (hereinafter referred to as “the Board”) recognizes the Garrett Administrators and Supervisors Association/MSEA/NEA (hereinafter referred to as “the Association”) as the agent to represent all certificated personnel paid on the A & S salary schedule, excluding the Superintendent of Schools, any assistant superintendent the Board’s chief negotiator, and other administrative personnel who have been designated as confidential employees by the Superintendent as a result of their job responsibilities.
- B. The rights and/or privileges granted to the Association to represent all personnel paid on the A&S salary scale (except the Superintendent of Schools, Executive Director of Curriculum, Instruction and Administration, Director of Human Resources, and other administrative personnel who have been designated as confidential employees by the Superintendent as a result of their job responsibilities) shall not be granted to any other group or organization without the Association’s approval.

# ARTICLE 2 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:

## 2.1 Definitions:

- A. 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.
- G. A “Grievant” is a bargaining unit member, group of bargaining unit members or the Association making the complaint on behalf of the member.
- G. The term “days” used in this Article means duty days.

## 2.2 Procedure:

- A. 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.
- B. Level One—In the event the grievance is unresolved, the grievant may, within 10 days thereafter, file the grievance in writing with the appropriate supervisor or administrator who shall hold a conference with the grievant within 10 days after filing. The appropriate supervisor or administrator will render a decision within ten (10) days thereafter.

- C. Level Two—In the event the decision is unsatisfactory, the grievant may file an appeal within ten (10) days thereafter to the Superintendent who shall hold a conference within ten (10) days after the receipt of said grievance. The Superintendent shall render a written decision within ten (10) days thereafter.
- D. Level Three—The grievant may, within ten (10) days of the receipt of notification of the disposition of the grievance under Level Two, request a hearing by the Board. Within thirty-five (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.

### **2.3 Grievance Report:**

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

### **2.4 Right to Representation:**

- A. 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.
- B. 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.
- C. 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 identity shall be kept confidential at all times.

### **2.5 Miscellaneous:**

- A. 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.
- B. 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.
- C. Copies of all decisions of grievances shall be provided to the Board, the grievant and the Association or its legal representative.
- D. 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.
- E. The Board agrees to make available to the Association any information requested by the Association which is relevant to the issues raised by the grievance, provided that the information is within the Board's possession or control and that such information is not privileged. Requests from the

Association, pursuant to this paragraph, will not be subject to the formalities of the Public Information Act.

- F. 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)

## **ARTICLE 3 WORKING CONDITIONS**

### **3.1 Work Year:**

- A. The work year for 12-month administrative employees shall normally be two hundred forty-one (241) workdays but may vary based upon the number of workdays established by the financial/payroll calendar. The work year for 11-month administrative employees shall be determined by adding twenty (20) days to the number of days worked by teachers.
- B. Except when school is delayed due to inclement weather, all bargaining unit members shall be released two and one-half (2.5) hours early on the workdays preceding the Thanksgiving and Christmas holidays.

### **3.2 Calendar Committee:**

A Calendar Committee shall be appointed by the Superintendent to make non-binding recommendations, no later than March of each calendar year, to the Board. The committee shall include the President of the Association, or a bargaining unit designee, and one (1) additional member of the Association. It is understood that said committee shall include appointees of the Superintendent and may also include bargaining unit members from each designated exclusive employee representative which negotiates with the Board in accordance with §§6-408 and/or 6-510 of the Education Article to the Annotated Code of Maryland.

### **3.3 Health Insurance and Wellness Committee:**

- A. A Health Insurance and Wellness Committee shall be appointed by the Superintendent to make non-binding recommendations no later than January of each calendar year, to him/her. The committee shall include the President of the Association, or a bargaining unit designee, and one (1) additional member of the Association and the UniServ Director.
- B. It is understood that said committee shall include appointees of the Superintendent and may also include bargaining unit members from each designated exclusive employee representative which negotiates with the Board in accordance with §§ 6-408 and/or §§6-510 of the Education Article to the Annotated Code of Maryland.

### **3.4 Teaching Principals:**

- A. 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.

- B. The Superintendent and GASA shall form an advisory committee to create guidelines when determining classifications of a teaching principal school. This group shall be comprised of four (4) bargaining unit members appointed by the GASA President and four (4) members appointed by the Superintendent. The committee shall make non-binding written recommendations to the Superintendent for potential action.

### **3.5 New Initiatives:**

Bargaining unit members will be informed of new initiatives prior to the implementation date.

## **ARTICLE 4 LEAVES**

### **4.1 Sick Leave:**

- A. 12 Month Bargaining Members - During the first year of employment in Garrett County and during each successive year thereafter, each twelve (12)-month bargaining unit members shall accrue sixteen (16) days of leave per year, in which the bargaining unit member is entitled to the flexibility of using sick leave in the following manner (family illness, self-sick, and up to five (5) personal days. A bargaining unit member may use any or all of the sixteen (16) annual allotted days for illness in the immediate family. As part of a qualifying Family Medical Leave, a bargaining unit member may use up to thirty (30) days of his/her accumulated sick leave for illness in the immediate family, less any annual sick leave days previously used from the current year's appropriation for this purpose. Immediate family shall mean spouse, children, mother, father, or anyone who lives regularly in the household.
- B. 11 Month Bargaining Members - During the first year of employment in Garrett County and during each successive year thereafter, each eleven (11)-month bargaining unit members shall accrue fifteen (15) days of leave per year, in which the bargaining unit member is entitled to the flexibility of using sick leave in the following manner (family illness, self-sick, and up to five (5) personal days. A bargaining unit member may use any or all of the fifteen (15) annual allotted days for illness in the immediate family. As part of a qualifying Family Medical Leave, a bargaining unit member may use up to thirty (30) days of his/her accumulated sick leave for illness in the immediate family, less any annual sick leave days previously used from the current year's appropriation for this purpose. Immediate family shall mean spouse, children, mother, father, or anyone who lives regularly in the household.
- C. Unused sick leave shall accumulate without limit. Unit members will be notified of the number of sick leave days on the employee portal.
- D. The Board reserves the right to require a physical examination, at Board expense, of unit members on extended sick leave without pay.

## **4.2 Sick Leave Bank**

An Administrator may contribute up to ten (10) 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)

## **4.3 Personal Leave:**

- A. Each bargaining unit member shall be entitled to five (5) days of personal leave per year with pay and chargeable to sick leave. Personal leave shall be for the transaction of personal business that cannot be accomplished other than during the duty day. Provided these days are not used by a bargaining unit member, up to two (2) days will be accumulated as prior personal leave days.
- B. The maximum number of personal leave days a bargaining unit member may use in a school year shall be seven (7), providing he/she has accumulated two (2) personal leave days from the prior year. No more than five (5) personal leave days may be used consecutively without the approval from the Office of Human Resources and Employee Relations. Unused personal leave days, aside from the two (2) which may be accumulated, shall revert to sick leave days at the end of the year. Personal leave shall not be taken on a professional development/in-service/professional day or mandated student assessment days. Personal leave on such days shall require administrative approval.
- C. Personal leave may be taken immediately preceding or following a school holiday if the bargaining unit member provides his/her supervisor written notification within two (2) weeks of the intended start date of the desired leave. Failure to provide the minimum two (2)-week notification shall require administrative approval from the Office of Human Resources and Employee Relations. No more than two (2) personal days may be taken immediately preceding or following school holiday during any given work year unless otherwise approved by administration.
- D. On occasion, a bargaining unit member may be granted up to two (2) hours of administrative leave, without reduction in pay, for the transaction of personal business that cannot be accomplished other than during the duty day. In the event coverage is needed, the bargaining unit member must make sure suitable arrangements for coverage of his/her duties and responsibilities. Said request for administrative leave must be made in writing at least one (1) day prior to the start of the desired leave, except in the event of an emergency, and include an explanation of the suitable coverage which the bargaining unit member has arranged.

## **4.4 Bereavement Leave:**

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.



#### **4.5 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.

#### **4.6 Professional Leave:**

- A. 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.
- B. A & S personnel on such leave shall be afforded the opportunity to continue payments toward retirement and/or insurance programs.
- C. 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.

#### **4.7 Parental Leave of Absence:**

- A. A female unit member must use any or all accumulated leave during pre- and post-natal care for that period of time she is temporarily disabled, as determined by the unit member and her physician in accordance with Family Medical Leave policy, unless parental leave is requested.
- B. A unit member using a leave of absence without pay for pre-natal care, adoption, post-natal care and/or child bonding (not to exceed a period of one (1) year in duration) shall have the opportunity to continue benefit programs provided to unit members. Unit members with at least one (1) year experience with the Garrett County Board of Education will be required after the first twelve (12) weeks to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage and shall be offered employment upon expiration of such leave in the first available position for which he/she is certified within two (2) years from the ending date of the leave, provided that a written, advanced request is made to the Office of Human Resources and Employee Relations for re-employment which includes the anticipated date of return. If the return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered.

#### **4.8 Extended Illness Leave:**

A unit member may be granted a leave of absence, with the approval of the Superintendent of Schools, for one (1) year or less without pay for serious family or personal illness. An employee in such a non-pay status may continue as a member of the group health insurance, if they qualify for FMLA, after the first

twelve (12) weeks the employee will be required to assume the Board's share of the premiums in addition to any premium he/she theretofore paid for dependent coverage. If return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered. If the leave requested is for more than ninety (90) duty days the unit member will be offered employment upon expiration of the leave in the first available position for which he/she is certified within two (2) years from the end of the leave, provided that a written request is made to the Office of Human Resources and Employee Relations by June 1.

#### **4.9 Annual Leave:**

- A. Each twelve (12) month bargaining unit member shall be granted fifteen (15) days of annual leave. An additional five (5) days of annual leave shall be granted to those employees with ten (10) or more years of credited service as a bargaining unit member within a Maryland Public School System. Related work experience in non-school setting may also be considered by the Office of Human Resources and Employee Relations when determining additional annual leave. Effective July 1, 2018, each twelve (12) month bargaining unit member with twenty-five (25) or more years of credited service as a bargaining unit member within Maryland Public School System shall receive a total of twenty-five (25) days of annual leave.
- B. Annual leave may accumulate to a maximum of 50 days as of June 30 of any given year. Annual leave days beyond the maximum shall transfer to sick leave and immediately be accessible to the bargaining unit member effective July 1 each year.
- C. At the option of the employee, the employee may cash-in one (1) day of Annual Leave (at the per diem rate) that exceeds 50 days instead of transferring the days to sick leave. This option can only be done once a year between June 15 - June 30.
- D. If school is held on a previously identified non-workday, all twelve-month employees shall be granted one (1) additional day of annual leave.

#### **4.91 Civil Leave:**

- A. A bargaining unit member subpoenaed to appear in court for a work-related matter or serve on jury duty shall be granted leave without the loss of pay. A copy of the court summons, subpoena, or letter from the court requesting the bargaining unit member's presence must be submitted to administration.
- B. When a bargaining unit member is scheduled to be absent and such appearance in court is negated or the bargaining unit member is excused in such time to return to his/her work site for the remainder of his/her workday, then he/she is required to do so.

#### **4.92 Flexible Leave for 11-Month Administrators:**

Eleven-month administrators are permitted, upon the approval of their immediate supervisor, to use up to ten (10) of flexible leave during the school year. Any days used in this manner will be worked during other days within the July 1 to June 30 work year.

#### **4.93 Emergency Management:**

- A. Any twelve (12)-month unit member designated as an essential employee by the Superintendent shall have the following work options when schools are closed:
  - 1. Report to his/her regular worksite,
  - 2. Report to the closest Board facility to his/her home, or
  - 3. Take liberal leave.
  - 4. Telework a maximum of two (2) days with Supervisory approval.
- B. An eleven (11)-month employee who works, or teleworks, on an inclement weather day when schools are closed with his/her Supervisor's approval, shall count his/her day (a maximum of two (2) days with Supervisory approval) toward his/her total number of days to be worked in a work year.
- C. In the event a bargaining unit member is chosen as a designated essential employee by the Superintendent for the purpose of addressing weather-related or emergency situations, an additional day of annual leave (12 month) or personal leave (11 month) shall be granted for each day of the event used for this purpose.
- D. Any unit member may count a telework day towards his/her contract days under the following conditions: schools are closed due to inclement weather day (Code Red or Blue) and approval is granted by his/her Supervisor and the Superintendent. A maximum of two (2) telework days per unit member will count toward the contract days in any given contract year.

#### **4.94 Sabbatical Leave:**

- A. Upon written request, the Superintendent of Schools may recommend to the Board that sabbatical leave be granted to not fewer than one (1) bargaining unit member during a given school year for full-time study, including study in another area of specialization, or for travel, research or other educational endeavors that will be of value to the school system, subject to the following conditions:
  - 1. If there are sufficient qualified applicants, sabbatical leave shall be granted to not fewer than one (1) bargaining unit member during a given school year.
  - 2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required, no later than March 1 of the school year preceding the year for which the sabbatical leave is requested. An applicant who intends to pursue a program other than formal study must present a comprehensive proposal of the proposed program.
  - 3. The bargaining unit member has completed at least five (5) full years of service in the Garrett County School System.
  - 4. A bargaining unit member on sabbatical leave either for one-half (1/2) of a school year or for a full school year shall be paid by the Board at one-half (1/2) the salary rate which the bargaining unit member would have received if the bargaining unit member had remained on active duty, provided that such bargaining unit member agrees to employment in the Garrett County School System for a period of five (5) years.
  - 5. Upon returning from sabbatical leave, a bargaining unit member shall be placed on the salary scale at the level which the bargaining unit member would have achieved had the bargaining unit member remained actively employed in the system during the period of absence. The bargaining unit member shall be restored to the same position if requested in writing, by April 1

or thirty (30) days prior to the date of return if before April 1. All other conditions of employment provided to active bargaining unit members shall also be restored.

6. Medical insurance and group term life insurance, shall continue while on sabbatical leave at the employee's expense.
7. An agreement shall be signed by the participating partners. Successful applicants must indicate within thirty (30) days of being awarded the sabbatical that they plan to accept and agree to the terms of the sabbatical. If an individual should decline before August 1, the sabbatical shall be offered to another qualified applicant. Should the bargaining unit member receiving sabbatical leave voluntarily separate his/her employment or has his/her employment separated for cause within five (5) years after returning from leave, the bargaining unit member shall be required to pay the Garrett County Public Schools a prorated portion each of the five (5) years shall equate to twenty percent (20%) of the sabbatical leave amount paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.

#### **4.95 Quarantine or Isolation**

When an employee is required to quarantine or isolate under the direction of the health department, government entity, or by the Board due to an exposure, the employee may be granted permission to telework only if the essential functions of that employee's job can successfully be performed virtually. Otherwise, the employee may utilize earned accrued leave or enter into a dock status on payroll for each day at per diem until cleared to return to work. The employee shall provide medical documentation that states the reason for the quarantine or isolation, the expected duration and a medical note releasing said employee to return to work.

#### **4.96 FMLA Language**

Employees paid leave time will count towards the required hours to qualify for FMLA.

## **ARTICLE 5 A & S Rights**

### **5.1 Personnel Files:**

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. Letters of personal references received prior to initial employment are confidential and not subject to review.
- G. Adverse material properly placed in an administrators' file and not acted upon within two (2) years may be removed upon request by the administrator unless it relates to a substantiated issue involving the abuse or sexual harassment of either a student or fellow employee or an issue involving drug abuse or alcohol abuse that has a direct impact upon job performance. Materials related to abuse or sexual harassment or those involving drug abuse or alcohol abuse related to job performance may be removed upon request by the administrator if not acted upon within five (5) years. All materials related to the administrator's evaluation process and properly signed by the supervisor, or other administrative or supervisory personnel and the administrator shall be exempt from this provision.
- H. 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.

## **5.2 Transporting Others:**

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

## **5.3 Inclement Weather:**

Responsibilities for A & S personnel are as provided in Policy 857.22 Procedure EBCE.

## **5.4 Reduction in Force:**

- A. 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. If that individual is the successful candidate, the accumulated longevity and seniority will be restored.

- B. If a tenured employee is separated from employment through the RIF process the Board will continue individual healthcare coverage for six (6) months after the first day of the month following a reduction in force at the percentage of the premium split defined in this agreement. Health care coverage thereafter would be provided under COBRA regulations.

### **5.5 Just Cause:**

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

### **5.6 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.

### **5.7 Residency Requirement:**

Board Policy 532.62, entitled "Residency Requirement" shall not be applicable to bargaining unit members.

### **5.8 Employee Evaluations:**

The superintendent and GASA shall form an advisory work group to examine the evaluation process. This group shall be comprised of four (4) bargaining unit members appointed by the GASA President and four (4) members appointed by the Superintendent. The committee shall make non-binding written recommendations to the Superintendent for potential action.

## **ARTICLE 6 Professional Development**

### **6.1 Tuition Reimbursement:**

- A. Bargaining unit members are encouraged to participate in educational conferences, seminars, and workshops.
- B. College Credit Reimbursement - Bargaining unit members will be reimbursed for the cost of college courses up to nine (9) 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 and agencies may not exceed the Frostburg State University tuition rate or the actual invoiced cost of the course.

Effective 7.1.21, should a bargaining unit member currently receiving tuition reimbursement voluntarily separate his/her employment or has his/her employment separate for cause within three (3) years, the bargaining unit member shall be required to repay the Garrett County Public Schools a prorated portion each year that shall equate to thirty-three and one-third percent (33 1/3%) of the

total tuition reimbursement on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment. This provision shall not be applicable to a bargaining unit member who voluntarily retires.

## **6.2 Conditions of Tuition Reimbursement**

- A. Unit members will be reimbursed for the cost of college courses up to nine (9) 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.
  
- B. 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. In order to be entitled to reimbursement, the A & S personnel must meet the following conditions:
  - 1. The bargaining unit member must be under contract to the Board and actively employed to receive reimbursement for classes taken during the summer.
  - 2. Credits must be earned at an accredited institution.
  - 3. A grade of “B” or better must be earned in the course or a passing grade in a pass/fail course.
  - 4. Credits earned must contribute toward the securing and/or renewal of the Standard Professional Certificate, toward the securing or renewal of an Advanced Professional Certificate, or toward the securing of an advanced degree in education or graduate courses in education or field of teaching.
  - 5. Any courses not covered in Item 4 must have prior approval, in writing, from the Office of Human Resources and Employee Relations.
  - 6. Claims for reimbursement should be submitted by September 15, January 15, and June 15 of each school year. Reimbursement will be made during the following month.
  - 7. Any financial assistance or allowance received for tuition from any source shall be deducted from the amount the teacher would have been reimbursed according to the guidelines above.
  - 8. Should a bargaining unit member currently receiving tuition reimbursement for a Doctoral Degree voluntarily separates his/her employment or has his/her employment separated for cause within three (3) years after degree completion, the bargaining unit member shall be required to repay the Garrett County Public Schools a prorated portion each year shall equate to thirty-three and one-third percent (33 1/3%) of the total tuition reimbursement on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.
  - 9. Said provision shall not be applicable to a bargaining unit member who voluntarily retires.

## **ARTICLE 7 Association Rights**

### **7.1 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.

### **7.2 Association Meetings:**

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

### **7.3 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.

### **7.4 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.

### **7.5 Association Rights:**

- A. Pursuant to the statute, Md. Code, Education, Section 6-407.2
1. The Association will submit to the Finance Office by August 1 the dues rate, which will be in effect from September 1 – August 31 of each year.
  2. The Board will deduct from the pay of each teacher covered by this Association all Association dues [GASA, MSEA, NEA], provided that at the time of such deduction there is in possession of the Board and the Association a signed membership application authorizing such deduction.
  3. The deduction shall be made in twenty- four (24) equal installments beginning with the first salary check issued in September.
  4. The Association shall provide to the Finance Office all notices of cancellation by September 30.
  5. New enrollment dues deduction forms will be submitted by the Association to the Finance Office. Enrollment forms received will be processed the payroll reporting period following such receipt and will be deducted at the rate of 1/24 of annual dues for the remainder of the pay periods.
  6. The Board agrees to transmit to the Association all dues and members' names pursuant to this section.
  7. Pursuant to Section 6-407.2(b)(1)(i) of the Education Article of the Annotated Code of Maryland, the Board will provide the Association a directory of bargaining unit members, including their names, position classification, home and work site address where the employee receives interoffice or United States mail, home and work site telephone numbers, personal cell phone number and work email address. Said information shall be provided every 120 days.
  8. Pursuant to Section 6-407.2 of the Education Article of the Annotated Code of Maryland, the Board will provide the Association the names, position classifications, home and work site address where the employee receives interoffice or United States mail, home and work site telephone numbers, personal cell phone number and work email address of all new bargaining unit members within thirty (30) days of the date of hire, or by the first pay period the month after the date of hire.
  9. The Association will be permitted to participate in any new employee orientation meetings at the beginning of each school year.
  10. The Association will have the right to place official notices, circulars and other professional materials in bargaining unit member's mailboxes or emails.

### **7.6 Voluntary Political Contributions:**

- A. Effective July 1, 2017, the Board shall make bi-weekly payroll deduction voluntarily authorized by individual bargaining unit members to the Fund for Children and Public Education.



- B. Voluntary political contributions will be ongoing once authorized but may be revoked at any time by notifying the Association and the Board of Education in writing.

## **ARTICLE 8 A & S Personnel Assignment**

### **8.1 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. An employee may request a meeting with the Superintendent of Schools to discuss an involuntary transfer or reassignment.
- 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 new unit members will receive at least a minimum increase in per diem rate as well as a minimum increase in annual salary.
- C. When a current unit member is placed on an A & S salary scale which is different from the one which he/she is assigned at that the time of movement, a new salary analysis shall be completed so that the bargaining unit member shall receive at least a minimum increase in annual salary. Once such minimum increase is determined and he/she is placed on the appropriate step of the applicable salary scale, the bargaining member shall be advanced one (1) step when determining his/her annual salary for that given year.

## **ARTICLE 9 Vacancies**

### **9.1 Vacancies:**

When a vacancy occurs, a vacancy announcement will be posted on the designated secure site linked to the GCPS website at [www.garrettcountyschools.org](http://www.garrettcountyschools.org). The announcement will indicate the closing date which shall be no sooner than five (5) calendar days following the posting date. Those who wish to apply must do so through the application process within the advertised time period.

## **ARTICLE 10 Maintenance of Classroom Control and Discipline**

### **10.1 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. In accordance with applicable State Law, Board policy, and/or administrative procedures, a designated bargaining unit member shall have the authority and 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. Likewise a bargaining unit member 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.

- C. In the case of legal claims brought by the student and/or his/her parent or guardian, the Board will provide legal representation.

### **10.2 Assault and 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.

## **ARTICLE 11 Protection of A & S Personnel**

- A. The Board hereby assures bargaining unit members 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 pursuant to its anti-discrimination policy.
- B. In accordance with § 6-111 of the Education Article to the Annotated Code of Maryland, any bargaining unit member who is as a result of a compensable injury arising from an assault in the course of his/her employment shall continue to receive full salary 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.

## **ARTICLE 12 Facilities**

### **12.1 Minimum Facilities the Board shall provide:**

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

## **12.2 Facilities Where Feasible:**

- A. 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.

# **ARTICLE 13 Fringe Benefits**

## **13.1 Fringe Benefits**

- A. Effective January 1, 2018, an up to nine hundred dollars (\$900.00) health insurance cost share will become effective through the end of each plan year. Each employee (active or retired under age 65) and their spouse enrolled in coverage through The Garrett County Employee Health Care Plan will be eligible to receive a premium differential incentive to mitigate this premium cost share. Enrolled employees (active and retired under age 65) may earn \$600.00 toward their cost share for participating in certain activities within the Garrett County Health Care Plan Wellness Program. In addition, their enrolled spouses may earn \$300.00 toward their cost share for participating in the same activities within the Garrett County Health Care Plan Wellness Program. Activities include the following, which must be completed within certain time frames:
  - 1. CHRA (Clinical Health Risk Assessment): and
  - 2. Biometric health screenings or
  - 3. Venture in Vitality programs
  - 4. Tobacco Cessation requirements
- B. The Board shall provide term life insurance in the amount of \$50,000 for each unit member (Double Indemnity included) and \$1,000 for each dependent, including spouse and children, up to age 26.
- C. The Superintendent shall appoint a Health and Wellness Committee to make non-binding written recommendations, no later than January of each calendar year, to him/her. The committee shall include the President of the Association, or a bargaining unit designee, and one (1) additional bargaining unit member. It is understood that said committee shall include appointees by the Superintendent, including, but not limited to, bargaining unit members from each designated exclusive bargaining agent which negotiates with the Board in accordance with 6-408 and/or 6-510 of the Education Article to the Annotated Code of Maryland.
- D. In accordance with IRS regulations, the Board shall implement a Flexible Spending Account (FSA) benefit for bargaining unit members no later than July 1, 2017. The Board shall deduct an amount, including any associated plan fees, from the bargaining unit member's pay. The total amount per year shall be determined by the bargaining unit member each enrollment period, and said amount shall be divided and deducted on a per pay period basis. The President of the Association, or a bargaining unit designee, and/or the UniServ Director may participate in any meeting involving the review of FSA plans. However, the Board shall have the sole authority to select the FSA provider and resolve the structure of such plans with said provider.

- E. 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.
- F. Effective July 1, 2022, dental care will be unbundled and the premium rates will be a 50/50 split between Board & Employee. For Medical/Rx coverage, all plans will have a premium rate increase of 11.3% and the gold plan will change to a Defined Contribution Model. The design plan will include Prudent Rx.

## **13.2 Retirement Benefits**

- A. Upon a unit member's retirement, he/she shall receive thirty (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days. Should the unit member die while in active service, the amount of thirty dollars (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days shall be added on the last paycheck. At the option of the bargaining unit member, all or a portion of the stipend may be placed into a tax deferred or sheltered annuity plan.
- K. Note: Unused days of sick leave will also be converted to months of creditable service by the Maryland State Retirement and Pension System.
- C. Stipend for Early Notification of Retirement - If funding is available, GCBOE will offer members of this bargaining unit a stipend for early notification of retirement, notification date and stipend amount determined by the Superintendent.
- D. 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 and the plan provisions for other post-employment benefits.
- E. Individuals must be eligible for retirement under the Maryland State Pension system and the Maryland State Retirement System. Individuals must go directly into retirement after employment with the Garrett County Board of Education, to 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 and Pension system.
- F. Upon retirement, a bargaining unit member shall receive terminal pay for unused annual leave for a maximum of fifty (50) days at a per diem rate. At the option of the bargaining unit member, he/she may place all or a portion of the terminal pay for unused annual leave into a tax deferred or sheltered annuity plan. In the event of death, this payout shall be included on the unit member's final paycheck.

## **ARTICLE 14 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 as indicated in Attachment IV.
- D. At the high school level only, Principals and Assistant Principals 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. Amounts shall be as follows:

Principals	\$1,000 each
Assistant Principals	\$1,000 each

- E. All A & S shall be required to enroll for direct deposit and shall be paid by means of direct deposit.
- F. Should an eleven (11)-month employee be mandated to work in July, he/she shall be paid at his/her per diem rate for each day worked.
- G. A twenty-six (26) check pay schedule shall be used to distribute pay every two (2) weeks, except in those years when the financial calendar requires a different pay schedule. The Board shall provide bargaining unit members with timely notification of the pay schedule via a payroll calendar.
- H. The Superintendent and GASA shall form a Joint Commission to examine the employee compensation packages for GCBOE. This group shall be comprised of six (6) members, three (3) appointed by the Superintendent and three (3) by the GASA President. This group shall make non-binding recommendations to the Superintendent.
- I. One full step, effective 7/1/2019, and \$1,250.00 add to base for all salary scales with this unit. \$250.00 added to each education credit.
- J. One full step, plus 3% blended, effective 7/1/2020.
- K. For 2021-2022, effective 7.1.21, unit members will advance one full step and the salary scales will increase by a prorated amount determined by the # of days in the duty year. (See salary scale).

Effective July 1, 2021, two eleven-month administrators will permanently change to a 12 months duty year. The bargaining unit will choose the category of the two eleven month administrators that will change (i.e. Middle School Assistant Principles, Elementary Principal, IEP Coordinator, etc). The superintendent will determine which staff members in those categories based on the needs of the school system.

- L. For 2022-2023, effective 7.1.22, unit members will receive \$1,850 applied to salary scales, and will receive a late-year step, which is modeled as a step being applied to the last eight (8) pay periods of the duty year.

## **ARTICLE 15 General Provisions**

### **15.1 General Provisions:**

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.

### **15.2 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.

### **15.3 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.

### **15.4 Negotiations and Ratifications:**

- A. Negotiations shall be in accordance with §§ 6-408 and 6-408.1 of the Education Article to the Annotated Code of Maryland.
- B. The terms and conditions resulting from the subsequent negotiations will be submitted to A & S Association and the Board for final ratification.
- C. 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.

### **15.5 Successor Agreement:**

Negotiation sessions shall not begin later than January 1 of any given year in which bargaining is an option, unless agreed upon in writing otherwise.

### **15.6 Impasse Procedures:**

Impasse proceedings shall be in accordance with §§ 6-408 and 6-408.1 of the Education Article to the Annotated Code of Maryland.

**15.7 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.

# ARTICLE 16 Duration

**GCBOE/GASA**  
**Amendments to 2022-2024 Comprehensive Agreement**  
**June 14, 2022**

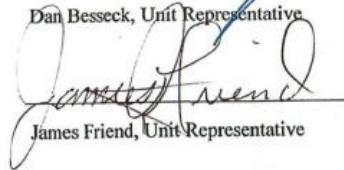
Article XVI. DURATION


The undersigned acknowledge that tentative agreement was reached during FY 2023 negotiations between the authorized representatives of the Garrett County Administrators and Supervisors (GASA) 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 Administrators and Supervisors (GASA), shall become effective July 1, 2022, and remain in full force and effect until June 30, 2024, or until superseded by a new agreement."

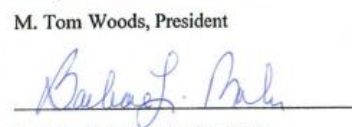
IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 14th day of June 2022.

FOR GARRETT COUNTY ADMINISTRATORS AND SUPERVISORS (GASA)

  
\_\_\_\_\_  
Dan Besseck, Unit Representative

  
\_\_\_\_\_  
James Friend, Unit Representative

  
\_\_\_\_\_  
M. Tom Woods, President

  
\_\_\_\_\_  
Barbara Baker, Superintendent



# Attachment I

**Grievance Report #** \_\_\_\_\_

(Submit in triplicate as indicated below)

Distribution of Form as follows: Administrator and/or Supervisor, and Association, and Grievant

Grievance Report # \_\_\_\_\_

School \_\_\_\_\_

Grievant \_\_\_\_\_

Assignment \_\_\_\_\_

Date File \_\_\_\_\_

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

## LEVEL ONE

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 TWO

A. Date Received by Superintendent \_\_\_\_\_

B. Decision of Superintendent \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## LEVEL THREE

A. Date Submitted to Arbitrator \_\_\_\_\_

B. Decision of Arbitrator \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# 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 (1) 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 ten (10) 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 II A

## 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

# Attachment III

Appendix E.4

## Garrett County Board of Education A & S Salary Scales Fiscal Year 2023

Step	Category I	Category II	Category III	Category IV	Category V
1	67,078	80,442	82,789	85,135	87,481
2	68,002	81,556	83,939	86,319	88,699
3	70,383	83,939	86,319	88,699	91,082
4	72,764	86,319	88,699	91,082	93,462
5	75,145	88,699	91,082	93,462	95,843
6	77,525	91,082	93,462	95,843	98,225
7	79,908	93,462	95,843	98,225	100,606
8	82,288	95,843	98,225	100,606	102,986
9	84,669	98,225	100,606	102,986	105,369
10	87,051	100,606	102,986	105,369	108,173
11	90,175	103,730	106,111	108,492	110,873
12	93,126	106,653	109,106	111,557	114,010
13	96,181	109,664	112,189	114,714	117,242
<b>Duty Year</b>	207 days	12 Month	12 Month	12 month	12 month
<b>Duty Day</b>	8 hours	8 hours	8 hours	8 hours	8 hours

*Additions to Base:*

+30 hours beyond Master's Degree - \$1,250

+60 hours beyond Master's Degree - \$1,250

Doctorate Degree - \$2,250

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

High School Assistant Principals - \$1,000

High School Principals - \$1,000

Category I - Eleven Month Principals, Middle & Elem Asst Principals, Pupil Service Workers & 11 mo Coordinators

Category II - Principals Northern Middle, Yough Glades, Crellin & Grantsville, High School Asst Principals, and 12 mo Coordinators

Category III - Supervisors & Principal Broad Ford

Category IV - Principals Northern High & Southern Middle

Category V - Principal Southern High