

**COMPREHENSIVE AGREEMENT**

**BETWEEN THE**

**GARRETT COUNTY BOARD OF EDUCATION**

**AND THE**

**GARRETT ADMINISTRATIVE AND SUPERVISORS**  
**ASSOCIATION/MSEA/NEA**



**2015 - 2019**

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

**I. RECOGNITION**

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.

**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 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.

3. 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.
4. 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.

### **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 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.

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.

#### **B. 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.

**C. Health Insurance and Wellness Committee**

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.

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.

**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 twelve (12)-month bargaining unit member shall be entitled to fourteen (14) 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.

Effective July 1, 2018, each twelve (12)-month bargaining unit member shall be entitled to sixteen (16) days of leave per year.

During the first year of employment in Garrett County and during each successive year thereafter, each eleven (11)-month bargaining unit member shall be entitled to thirteen (13) days of sick leave per year. A bargaining unit member may use any or all of the thirteen (13) 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.

Effective July 1, 2018, each eleven (11)-month bargaining unit member shall be entitled to fifteen (15) days of sick leave per year.

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 one hundred fifty-five (155) unused sick leave days at the rate of thirty dollars (\$30) per day. If school is held on a previously identified non-workday, all twelve-month employees shall be granted one (1) additional day of annual leave.
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. The Board reserves the right to require a physical examination, at Board expense, of A & S personnel on extended sick leave without pay.
5. 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 bargaining unit member shall be entitled to three (3) 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 member, up to two (2) days will be accumulated as personal days.
2. The maximum number of personal leave days a bargaining unit member may use in a school year shall be five (5), providing he/she has accumulated two (2) personal days from the prior 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.
3. 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.
4. 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.

**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**

1. A bargaining 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 business.
2. An employee in such a non-pay status may continue as a member of the group health insurance; however, after the first twelve (12) weeks the bargaining unit member will be required to assume the Board's share of the premiums in addition to any premium he/she theretofore paid for dependent coverage.
3. 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.
4. If the leave requested is for more than ninety (90) duty days the bargaining unit member will be offered employment upon expiration of the leave 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.

#### **H. Annual Leave**

1. Each twelve (12)- month administrator/supervisor 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 an educator 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 administrator with twenty-five (25) or more years of credited service as an educator within a Maryland Public School System shall receive a total of twenty-five (25) days of annual leave.

Annual leave may accumulate to a maximum of 50 days as of June 30 of any given year. Up to ten (10) 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.

If school is held on a previously identified non-workday, all twelve-month employees shall be granted one (1) additional day of annual leave.

**I. Civil Leave**

1. A bargaining unit member subpoenaed to appear in court for a work-related matter 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 bargaining unit member's presence must be submitted to administration.
2. 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.

**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 Management**

Unless designated as an essential employee by the

Superintendent, a twelve (12)- month bargaining unit member shall have the following work options when schools are closed:

1. Report to his/her regular worksite,
  2. Report to the closet Board facility to his/her home, or
  3. Take liberal leave.
- 
2. An eleven (11)-month employee who works on an inclement weather day when schools are closed with his/her Supervisor's approval, shall count the day toward his/her total number of days t to be worked in a work year.
  3. In the event the Superintendent declares an emergency for inclement weather or another crisis and a bargaining unit member is designated as an essential employee who is required to work, he/she shall be granted one (1) annual leave day for each day worked.

## **L. Sabbatical Leave**

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. Group hospitalization and medical insurance, including disability income protection and group term life insurance, shall continue while on sabbatical leave.
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.

## **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 for three (3) full fiscal years.

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.

## **G. Residency Requirement**

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

## **VI. 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.

### **Reimbursement**

Bargaining unit members are encouraged to participate in educational conferences, seminars, and workshops. Twelve (12) month administrators/supervisors who wish to attend summer school must have the approval of the Superintendent of Schools.

#### **A. College Credit Reimbursement**

Bargaining unit members 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 and 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 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 ~~given~~ 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.

Said provision shall not be applicable to a bargaining unit member who voluntarily retires.

## **VII. 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**

1. The Association will submit to the Finance Office by July 1 the dues rate which will be in effect for the fiscal year commencing on that date.

2. The Board will deduct from the pay of each teacher covered by this Association all Association dues, provided that at the time of such deduction there is in possession of the Board and the Association a written assignment validly in effect. A bargaining unit 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 August 20 to September 5.

3. The deduction shall be made in twenty-six (26) equal installments beginning with the salary check issued no later than September 30.

4. The Association shall provide to the Finance Office all notices of cancellation on or about September 16 on forms provided by the Association.

5. New enrollment dues deduction forms will be submitted by the Association to the Finance Office. Enrollment forms received after the initial enrollment period, September 1-15 will be processed the payroll reporting period following such receipt and will be deducted at the rate of 1/26 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. Upon written request, the Board shall provide to the Association a directory of bargaining unit members, including their names, addresses, and school assignments. Said information shall be provided as soon as it is available

for distribution.

8. Upon written request, the Board shall provide to the Association the names, addresses, and school assignments of all new bargaining unit members within ten (10) calendar days following the Board's approval of new hires.

#### **F. Voluntary Political Contributions**

1. 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.

2. Bargaining unit members may voluntarily sign up for voluntary political contributions deductions at the beginning of each school term. Deadline for enrolling will be September 10 of each school year. 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.

#### **G. Representation Fee**

1. As of July 1, 2016 pursuant to § 6-407 of the Education Article to the Annotated Code of Maryland, and as a condition of employment, all members of the bargaining unit shall be required to either join the Association or pay a representation fee in the amount not to exceed the membership dues in the Association and its affiliates. Any unit member electing not to join the Association shall be required to pay the representation fee. The Association shall notify the Board of Education of those unit members that have elected not to join the Association and for which the Association notified the Board of Education to deduct a representation fee. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and any other form of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this paragraph. If any provision of this paragraph is held to be in violation of any state or federal law, said provision shall be deemed to be modified to bring it into compliance with said law.

2. A unit member employed prior to July 1, 2016 and who is not a member of the Garrett Administrators and Supervisors Association is exempt from the fee provided under this article.

3. Any unit member employed effective July 1, 2016 or thereafter who does not join the Garrett Administrators and Supervisors Association is liable for the fair share fee provided under this article.

4. Any unit member having a bona fide religious objection to paying a representation fee to an organization designated as the exclusive bargaining for unit members shall be exempt from paying the representation fee. In lieu of paying the representation fee, the unit member shall pay the amount of the membership fee to a nonreligious, nonunion charity or to another charitable organization as may be mutually agreed upon by the employee and the exclusive representative, and furnish to the public school employer and the exclusive representative written proof of such payment. If written proof of payment is not furnished to both parties by December 31 of each year, the full representation fee shall be deducted from the remaining checks in the fiscal year.

## **VIII. 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.
- C. When a current certificated bargaining 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.

## **IX. 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.

**X. 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.

In the case of legal claims brought by the student and/or his/her parent or guardian, 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.

**XI. 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.

## **XII. 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.

## **XIII. FRINGE BENEFITS**

The Association agrees to accept the health care changes negotiated by the Garrett County Education Association and



the Garrett County Board of Education for FY 2017, FY 2018, FY 2019. Should any additional changes to health care be negotiated by GCEA during these fiscal years, then the same contract language shall apply for GASA-represented bargaining unit members.

- 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 POS (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 POS 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 POS (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 bargaining unit member shall receive terminal pay for unused annual leave for a maximum of fifty (50) days at per diem rate or to his/her designated beneficiary in the event of death. 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.
- 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.

**XIV. SALARIES**

FY17	FY18	FY19
(A) \$500 one-time stipend, and (B) At the option of the bargaining unit member, all or a portion of the stipend may be placed into	(A) Create a Step 11 for each category, and (B) Advance each bargaining unit member one (1) step mid-year (see attachment). <i>Note: No bargaining unit member shall receive</i>	(A) Create a Step 12 for each category, and (B) Advance each bargaining unit member one (1) step mid-year (See attachment). <i>Note: No bargaining unit member shall receive</i>

a tax deferred or sheltered annuity plan (See attachment )	<i>more than one (1) step for this fiscal year. Should the Board be unable to fund the aforementioned step, the most recently negotiated health care language shall prevail.</i>	<i>more than one (1) step for this fiscal year. Should the Board be unable to fund the aforementioned step, the most recently negotiated health care language shall prevail.</i>
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- 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
- 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	\$3,000 each

- E. All A & S shall be required to enroll for direct deposit and shall be paid by means of direct deposit effective July 1, 2013.

- 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.

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

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

**F. 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.

**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.

**XVI. 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 \_\_\_\_\_, \_\_\_\_\_ 2017.

**FOR THE ASSOCIATION**

**FOR THE BOARD**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. The provisions of the Agreement shall become effective July 1, 2015, and shall remain in full force and effect until June 30, 2019, or until superseded by this agreement except as indicated in the following. For fiscal year FY 20 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
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**

<p><b>Distribution of Form</b> 1. Administrator and/or Supervisor 2. Association 3. Grievant</p>
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**Grievance Report #** \_\_\_\_\_

(Submit in triplicate as indicated in the upper right-hand corner)

School \_\_\_\_\_

Grievant \_\_\_\_\_

Assignment \_\_\_\_\_

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

(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 (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 five (5) 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  
2017 - 2018 A & S SALARY SCALE**

		<u>STEP</u>	<u>Total Salary</u>
<b>CATEGORY I</b>			
PRIN11	Eleven Month Principals	1	\$60,342
ASSTPR	Assistant Principals*	2	\$62,654
PSW	Pupil Service Workers	3	\$64,066
		4	\$67,277
		5	\$69,588
		6	\$71,901
		7	\$74,212
		8	\$76,524
		9	\$78,836
		10	\$81,869
		11	\$84,734
<b>CATEGORY II</b>			
PRIN12	Northern Middle School	1	\$73,056
	Yough Glades Elementary	2	\$75,369
		3	\$77,680
		4	\$79,991
		5	\$82,304
		6	\$84,615
		7	\$86,927
		8	\$89,239
		9	\$91,551
		10	\$94,584
		11	\$97,422
<b>CATEGORY III</b>			
PRIN12	Broad Ford Elementary	1	\$75,369
SUPER	Supervisors	2	\$77,680
FOODMG	Food Nutrition Supervisor	3	\$79,991
		4	\$82,304
		5	\$84,615
		6	\$86,927
		7	\$89,239
		8	\$91,551
		9	\$93,862
		10	\$96,896
		11	\$99,803
<b>CATEGORY IV</b>			
PRIN12	Southern Middle School	1	\$77,680
	Northern High School**	2	\$79,991
		3	\$82,304
		4	\$84,615
		5	\$86,927
		6	\$89,239
		7	\$91,551
		8	\$93,862
		9	\$96,175
		10	\$99,207
		11	\$102,183
<b>CATEGORY V</b>			
PRIN12	Southern High School**	1	\$79,991
DIR	Directors - Elementary, Secondary, Finance	2	\$82,304
	Maintenance, Transportation	3	\$84,615
		4	\$86,927
		5	\$89,239
		6	\$91,551
		7	\$93,862
		8	\$96,175
		9	\$98,898
		10	\$101,519
		11	\$104,565

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: Category I-V - \$2,000.00

\*Northern & Southern High Assistant Principal positions receive an additional \$3,000

\*\*Northern & Southern High Principal positions receive an additional \$1,000