

A&S NEGOTIATIONS
Board Package #2

NOTE: *The following Board proposals are presented strictly as a package and cannot be separated by the GASA Team for the purpose of consideration or acceptance. Therefore, Board Package #2 must be either accepted or rejected in its entirety. Any current language which is not expressly addressed within the proposals below is intended to remain unchanged and in full force and effect, unless negotiated otherwise.*

ARTICLE	BOARD PROPOSAL
<p>Article I</p> <p>Recognition</p>	<p>The Board of Education of Garrett County (<u>hereinafter referred to as "the Board"</u>) recognizes the Garrett Administrators and Supervisors Association/MSEA/NEA (<u>hereinafter referred to as "the Association"</u>) as the agent to represent all certificated personnel paid on the A & S salary schedule, excluding the superintendent <u>Superintendent of Schools, any assistant superintendent(s), and 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 duties and responsibilities.</u></p>
<p>Article II</p> <p>Resolution of Problems/Grievances</p>	<p>B. Procedure</p> <p>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 <u>supervisor or</u> administrator who shall hold a conference with the grievant within 7 <u>10</u> days after filing. The appropriate supervisor or administrator will render a decision within 7 <u>10</u> days thereafter.</p> <p>4. Level Three—The grievant may, within <u>ten (10)</u> 40 days of the receipt of notification of the disposition of the grievance under <u>Step Level</u> Two, request a hearing by the Board. Within <u>thirty-five (35)</u> 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.</p>
<p>Article III</p> <p>Working Conditions</p>	<p>A. Work Year</p> <p>The work year for 12-month administrative employees shall normally be 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. All A & S Personnel will be dismissed two (2) and one-half hours earlier than their regular duty day prior to the Thanksgiving and Christmas holidays <u>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.</u></p>
<p>Article III</p> <p>Working Conditions</p>	<p>B. Calendar Committee</p> <p>The A & S Association shall have representation on the calendar committee through the president of the A & S Association or his/her designee.</p> <p><u>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.</u></p> <p><u>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.</u></p>

<p>Article III</p> <p>Working Conditions</p> <p>NEW</p>	<p><u>C. Wellness Committee Health Insurance and Wellness Committee</u> The A & S Association shall have a designated association representative on the wellness committee through the president of the A & S Association of his/her designee.</p> <p><u>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.</u></p> <p><u>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.</u></p>
<p>Article IV</p> <p>Leaves</p>	<p>A. Sick Leave</p> <p>1. During the first year of employment in Garrett County and during each successive year thereafter each 12-month A & S employee shall be entitled to fourteen (14) days of sick leave per year and each 11-month A & S employee shall be entitled to thirteen (13) days of sick leave per year. Ten (10) days of sick leave may be used for illness in the A&S person's immediate family, namely spouse, children, mother, father, or anyone who lives regularly in the household.</p> <p><u>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) days of sick leave per year. A bargaining unit member may use any or all of the 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.</u></p> <p><u>Effective July 1, 2018, each twelve (12)-month bargaining unit member shall be entitled to sixteen (16) days of sick leave per year.</u></p> <p><u>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.</u></p> <p><u>Effective July 1, 2018, each eleven (11)-month bargaining unit member shall be entitled to fifteen (15) days of sick leave per year.</u></p>
<p>Article IV</p> <p>Leaves</p>	<p>A. Sick Leave</p> <p>2. A & S personnel, if under contract at the time of retirement or their designated beneficiary in the event of death during active service, shall receive terminal pay for a maximum of 155 unused sick leave days at the rate of twenty (\$20) dollars <u>thirty dollars (\$30)</u> 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.</p>

<p>Article IV</p> <p>Leaves</p>	<p>B. Personal Leave</p> <p>1. Each A & S person shall be entitled to three (3) days of personal leave per year with pay chargeable to sick leave. Personal leave shall be for the transaction of personal business that cannot be accomplished other than during the duty day.</p> <p>2. Personal leave days not used shall be added to cumulative sick leave.</p> <p>3. Provided these days are not used by a unit member, up to two (2) of the days will be accumulated as personal leave days. The maximum number of personal leave days a unit member may use in one school year shall be five (5) providing they have accumulated two (2) personal leave days from the prior year. The use of more than three (3) consecutive personal days must have prior approval from the appropriate administrator.</p> <p><u>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 unit member, up to two (2) days will be accumulated as personal leave days.</u></p> <p><u>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 leave 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.</u></p> <p><u>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 a school holiday during any given work year unless otherwise approved by administration.</u></p> <p><u>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 such 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.</u></p>
<p>Article IV</p> <p>Leaves</p>	<p>G. Extended Illness Leave</p> <p>Extended illness leave is as provided in Policy 563.121.</p> <p><u>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 illness.</u></p> <p><u>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.</u></p>

	<p>3. <u>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.</u></p> <p>4. <u>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 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.</u></p>
<p>Article IV</p> <p>Leaves</p>	<p>H. Annual Leave</p> <p>1. Each twelve (12)-month <u>twelve (12)-month</u> administrator/supervisor shall be granted fifteen (15) <u>fifteen (15)</u> 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 a non-school setting may also be considered <u>by the Office of Human Resources and Employee Relations</u> when determining additional annual leave.</p> <p><u>Effective July 1, 2018, each twelve (12)-month administrator/supervisor 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.</u></p> <p>2. Annual leave may accumulate to a maximum of 50 days as of June 30 of any given year. It is unlawful to transfer unused annual leave to sick leave. <u>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.</u></p> <p>3. If school is held on a previously identified non-workday, all twelve-month employees shall be granted one (1) additional day of annual leave.</p> <p>4. At the end of the calendar year, if an employee's annual leave balance exceeds fifty (50) days, and if his/her request for annual leave was made within a timely manner but was otherwise denied, the employee may request payment for annual leave in excess of the maximum accumulation. Such a request shall be made to the Superintendent or designee and shall be accompanied by the employee's written request for leave, as well as the denial from the employee's supervisor. The Superintendent or designee shall make the final decision regarding payment, and any final decision shall be stated in writing.</p>
<p>Article IV</p> <p>Leaves</p>	<p>I. Civil Leave</p> <p>An administrator/supervisor subpoenaed to appear in court or serve on jury duty shall be granted leave, without loss of pay. A copy of the court summons, subpoena or letter from the court requesting the administrator/supervisor's presence must be submitted to their director.</p> <p>When administrator/supervisor is scheduled to be absent and such appearance in court is negated or the administrator/supervisor is excused in such time to return to his/her work site for the remainder of his/her duty day, the administrator/supervisor is required to do so.</p> <p><u>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.</u></p>

	<p><u>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, the he/she is required to do so.</u></p>
<p>Article IV</p> <p>Leaves</p> <p>NEW</p>	<p><u>K. Emergency Leave</u></p> <p>The decision on whether to grant emergency leave for A & S Personnel by the Board of Education shall be in accord with the decision made by the Garrett County Commissioners.</p> <p>The County decision during emergency conditions could be announced as either: (a) all Garrett County government offices are <u>closed</u> and administrative leave is in effect for non-emergency employees or (b) all Garrett County government offices are <u>open</u> and liberal leave is in effect for non-emergency employees.</p> <p>Emergency employees are defined as the head or lead custodian at each Board of Education facility and the Superintendent of Schools. Emergency employees will be required to report to work when offices are <u>closed or open</u>. Administrative leave hours granted to non-emergency employees during emergency conditions would be added to the annual leave balance for emergency employees who were required and did work the emergency period. All emergency situations wherein county government offices are open would require all employees to use annual, personal business, or compensatory time if they chose not to report to work.</p> <p>Notwithstanding the granting of emergency leave, the responsibilities of the appropriate A & S personnel, as provided for in Section V, C shall still be in force and effect.</p> <p><u>K. Emergency Management</u></p> <p><u>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:</u></p> <ol style="list-style-type: none"> <u>1. Report to his/her regular worksite,</u> <u>2. Report to the closet Board facility to his/her home, or</u> <u>3. Take liberal leave.</u> <p><u>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 to be worked in a work year.</u></p> <p><u>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.</u></p>
<p>Article IV</p> <p>Leaves</p> <p>NEW</p>	<p><u>L. Sabbatical Leave</u></p> <p><u>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:</u></p>

	<ol style="list-style-type: none"> 1. <u>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.</u> 2. <u>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.</u> 3. <u>The bargaining unit member has completed at least five (5) full years of service in the Garrett County School System.</u> 4. <u>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 return to employment in the Garrett County School System for a period of five (5) years.</u> 5. <u>Upon return from sabbatical leave, a bargaining unit member shall be placed on the salary schedule 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 member shall also be restored.</u> 6. <u>Group hospitalization and medical insurance, including disability income protection and group term life insurance, shall continue while on sabbatical leave.</u> 7. <u>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 the sabbatical 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.</u>
<p>Article V</p> <p>A&S Rights</p>	<p>D. Reduction in Force</p> <p>In the event of a reduction in force, the affected administrator, if no other administrative position is available and he/she is selected for, will be offered a teaching position in his/her area of certification at a salary equal to his/her present administrative salary. This salary would remain in effect until such time as the salary as a teacher would equal or surpass the salary as an administrator for three (3) full fiscal years. An A & S person reassigned thusly due to a reduction in force will be exempt from the Board of Education Residency Requirement Policy 532.62.</p> <p>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.</p>

<p>Article V</p> <p>A&S Rights</p> <p>NEW</p>	<p><u>G. Residency Requirement</u> <u>Board Policy 532.62, entitled "Residency Requirement," shall not be applicable to bargaining unit members.</u></p>
<p>Article VI</p> <p>Professional Development</p>	<p>A. Reimbursement A & S personnel holding a Professional Certificate will be reimbursed for the cost of college courses up to six (6) hours earned from July 1 of one (1) year to June 30 of the following year. The maximum rate of reimbursement will be adjusted to be the tuition rates set by Frostburg State University for undergraduate and graduate courses. Reimbursement for courses taken through other institutions or agencies may not exceed the Frostburg State University tuition rate or the actual invoiced cost of the course. B. Conditions of Reimbursement In order to be entitled to reimbursement, the A & S personnel must meet the following conditions: 1. The A & S person must be under contract to the Board. The A & S person must be administering/supervising in Garrett County to receive reimbursement for classes taken during the summer. 2. Credits must be earned at an accredited institution. 3. A grade of "C" or better must be earned in the course or a passing grade in a pass/fail course. 4. Credits earned must contribute toward the renewal of the Standard Professional Certificate or toward the securing of an advanced degree in education or field. 5. Any courses not covered in Item 4 must have prior approval, in writing, of the person responsible for certification in the Board of Education Office. 6. Claims for reimbursement should be submitted by September 15, January 15, and June 15 of each given school year. Reimbursement will be made during the following month. 7. It will be the responsibility of all A & S personnel to renew their certificate at the appropriate time. 8. All hours carrying college credits not used for the Master's Degree can be counted applicable to the Master's plus 30 and Master's plus 60 incentive pay</p> <p>A & S personnel <u>Bargaining unit members</u> are encouraged to participate in educational conferences, seminars, and workshops. Twelve-month <u>Twelve (12)-month</u> administrators/supervisors who wish to attend summer school must have the approval of the Superintendent of Schools.</p> <p><u>A. College Credit Reimbursement</u> <u>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 or agencies may not exceed the Frostburg State University tuition rate or the actual invoiced cost of the course.</u></p> <p><u>B. Conditions of Reimbursement</u> <u>In order to be entitled to reimbursement, the bargaining unit member must meet the following conditions:</u></p> <ol style="list-style-type: none"> <u>1. The bargaining unit member must be under contract with the Board of Education and actively employed to receive reimbursement for classes taken during the summer.</u> <u>2. Credits must be earned at an accredited institution.</u> <u>3. A grade of "B" or better must be earned in the course or a passing grade in a pass/fail course.</u> <u>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.</u>

	<p><u>5. Any courses not covered in Item 4 must have prior approval, in writing, from the Office of Human Resources and Employee Relations.</u></p> <p><u>6. Claims for reimbursement must be submitted by September 15, January 15, and June 15 of each school year. Reimbursement shall be made during the following month.</u></p> <p><u>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.</u></p> <p><u>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 paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.</u></p> <p><u>Said provision shall not be applicable to a bargaining unit member who voluntarily retires.</u></p>
<p>Article VII</p> <p>Association Rights</p>	<p>E. Association Dues The Board will deduct from the pay of each member covered by this Association local, state, and/or national dues provided that at the time of such deduction there is in the possession of the Board a written assignment validly in effect. A member's written agreement shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation during the period from September 1 to September 15. The Board shall provide the Association a copy of such cancellation notice within ten (10) days of its receipt. Dues will be deducted in 26 installments. The Board agrees to transmit monthly to the Association all dues and members' names pursuant to this section. The Association agrees to distribute state and national dues as appropriate</p> <p><u>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.</u></p> <p><u>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 the 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.</u></p> <p><u>3. The deduction shall be made in twenty-six (26) equal installments beginning with the salary check issued no later than September 30.</u></p> <p><u>4. The Association shall provide to the Finance Office all notices of cancellation on or about September 16 on forms provided by the Association.</u></p> <p><u>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.</u></p>

	<p><u>6. The Board agrees to transmit to the Association all dues and members' names pursuant to this section.</u></p> <p><u>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.</u></p> <p><u>8. Upon written request, the Board shall provide to the Association the names, addresses, and school assignments of all new bargaining unit members within (10) calendar days following the Board's approval of the hires.</u></p>
<p>Article VII</p> <p>Association Rights</p> <p>NEW</p>	<p>F. Voluntary Political Contributions</p> <p><u>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.</u></p> <p><u>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 on-going once authorized but may be revoked at any time by notifying the Association and the Board of Education in writing.</u></p>
<p>Article VII</p> <p>Association Rights</p> <p>NEW</p>	<p>G. Representation Fee</p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>4. Any unit member having a bona fide religious objection to paying a representation fee to an organization designated as the exclusive bargaining agent 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 representation 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.</u></p>

Article VIII A&S Personnel Assignments	<p>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.</p> <p><u>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.</u></p>
Article X Maintenance of Classroom Control and Discipline	<p>A. <u>In accordance with applicable State Law, Board policy, and/or administrative procedures,</u> School administrators a designated bargaining unit member shall have the authority and shall have the responsibility for the control of pupils throughout the school and on school grounds while on regular duty and also during the supervision of school-sponsored activities. <u>Likewise, School administrators a bargaining unit member</u> 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.</p> <p>In the case of legal claims brought by the student or <u>and/or</u> his/her parent <u>or guardian</u>, the Board will provide legal representation.</p>
Article XI Protection of A&S Personnel	<p>A. The Board hereby assures A & S personnel 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 regardless of race, creed, color, sex or handicap <u>pursuant to its anti-discrimination policy.</u></p>
Article XI Protection of A&S Personnel	<p>B. <u>In accordance with § 6-111 of the Education Article to the Annotated Code of Maryland, any bargaining unit member who is An A & S person absent from work as a result of assault or personal as a result of a compensable injury occurring in the course of his/her employment may apply for Workers' Compensation. The A & S person will arising from an assault in the course of his/her employment shall continue to receive be paid full salary (less the amount of Workers' Compensation award made for temporary disability due to his/her injury) for the period of such absence without loss of sick leave.</u></p>
Article XIII Fringe Benefits	<p><u>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.</u></p>
Article XIII Fringe Benefits	<p>E. Upon retirement, A & S personnel a bargaining unit member shall receive terminal pay for unused annual leave for a maximum of thirty (30) fifty (50) days at per diem rate or to their <u>his/her</u> designated beneficiary in the event of death. <u>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.</u></p>

Article XIV Salaries	<p>FY17 <u>(A) \$500 one-time stipend, and</u> <u>(B) 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 (See attachment).</u></p>	<p>FY18 <u>(A) Create a Step 11 for each category, and</u> <u>(B) Advance each bargaining unit member one (1) step mid-year (See attachment).</u></p> <p><i><u>Note: No bargaining unit member shall receive more than one (1) step for this fiscal year.</u></i></p> <p><i><u>Should the Board be unable to fund the aforementioned step, the most recently negotiated health care language shall prevail.</u></i></p>	<p>FY19 <u>(A) Create a Step 12 for each category, and</u> <u>(B) Advance each bargaining unit member one (1) step mid-year (See attachment).</u></p> <p><i><u>Note: No bargaining unit member shall receive more than one (1) step for this fiscal year.</u></i></p> <p><i><u>Should the Board be unable to fund the aforementioned step, the most recently negotiated health care language shall prevail.</u></i></p>
Article XIV Salaries NEW	<p>G. <u>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.</u></p>		
Article XV General Provisions	<p>D. Negotiations and Ratifications 1. If categories which contain requests for funds to support items in this Agreement are reduced, further negotiations shall begin within ten (10) days and continue to a conclusion: <u>Negotiations shall be in accordance with §§ 6-408 and 6-408.1 of the Education Article to the Annotated Code of Maryland.</u> Unless as may be otherwise herein provided, the terms and conditions of this agreement shall take effect July 1, 2012, and remain in effect through June 30, 2015, or until superseded by a successor agreement.</p>		
Article XV General Provisions	<p>E. Successor Agreement Every effort will be made to begin negotiations by December 1, but in no event later than the first scheduled school day in January. Negotiation sessions shall be closed meetings, held as frequently as necessary at a time other than the regular school day for students.</p> <p><u>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.</u></p>		
Article XV General Provisions	<p>F. Impasse Procedures Impasse proceedings as provided by § 6-401-41-1, the Public School Laws of Maryland, shall apply. In the event the two (2) panel members cannot agree upon a third party, the third member of the panel shall be selected by requesting a list of five (5) arbitrators from the American Arbitration Association. The striking process shall be used to arrive at the final selection.</p> <p><u>Impasse proceedings shall be in accordance with §§ 6-408 and 6-408.1 of the Education Article to the Annotated Code of Maryland.</u></p>		

<p>Article XVI Duration</p>	<p><u>The undersigned acknowledge that tentative agreement was reached as a result of negotiations between the authorized representatives of the Association and the Board (hereinafter collectively referred to as "the Parties and individually as "Party"). Additionally, the Parties attest that this document represents the entirety of issues which were the subject of bargaining. Any current language which is not expressly addressed within these proposals shall remain unchanged and in full force and effect, unless negotiated otherwise or contrary to law. Further, the Parties understand that the provisions of these negotiations shall become effective July 1, 2016, and remain in full force and effect through June 30, 2019, or until superseded by a new agreement in writing.</u></p> <p><u>Should a Party to this Agreement wish to negotiate in the interim, beginning with FY2018, it is understood that such a request must be submitted in writing to the other Party no later than November 1 of that fiscal year, and negotiations must begin in accordance with the date established in Article XV(E), entitled "Successor Agreement." In each fiscal year, negotiations shall be limited to one (1) article, salary and fringe benefits excluded, which shall be selected by each respective Party.</u></p>
---------------------------------	--

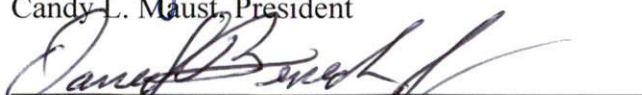
The undersigned acknowledge that tentative agreement was reached during FY2016 negotiations between the authorized representatives of the Garrett Administrative and Supervisors Association and the Garrett County Board of Education (hereinafter collectively, "the Parties"). Additionally, the Parties attest 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, 2016, and remain in full force and effect through June 30, 2019, or until superseded by a new agreement in writing. The aforementioned modifications supplement the 2012-2015 *Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Administrative and Supervisors Association*, effectuated May 14, 2012; the FY 2014 contract modifications effectuated May 14, 2013; and the FY 2015 contract modification effectuated May 13, 2014; and the FY2016 contract modification effectuated March 24, 2015. It is understood and accepted by the Parties that the totality of these modifications shall become the 2016-2019 *Comprehensive Agreement between the Garrett County Board of Education and the Garrett Administrative and Supervisors Association*.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 21st day of June, 2016.

FOR GARRETT ADMINISTRATORS
AND SUPERVISORS ASSOCIATION




Candy L. Maust, President


Daniel W. Besseck, Jr., Chief Negotiator, MSEA

FOR GARRETT COUNTY BOARD
OF EDUCATION



Charlotte A. Sebold, President


Janet S. Wilson, Ph.D., Superintendent