



2018-2021

# COMPREHENSIVE AGREEMENT

GARRETT COUNTY BOARD OF EDUCATION  
AND THE GARRETT COUNTY EDUCATION ASSOCIATION (TEACHERS)

GCPS 40 SOUTH SECOND STREET, OAKLAND, MD 21550

# DIRECTORY

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# SCHOOL PHONE NUMBERS

Accident Elementary  
301-746-8863 & 301-895-5040

Broad Ford Elementary  
301-334-9445

Crellin Elementary  
301-334-4704  
Cafeteria 301-334-3601

Central Office  
301-334-8900

Friendsville Elementary  
301-746-5100  
Cafeteria 301-746-5953

Grantsville Elementary  
301-746-8662 & 301-895-5173

Hickory Environmental Educational Center  
301-746-8461  
Planetarium 301-746-7038

Northern High  
301-746-8668 & 301-895-5434  
Cafeteria 301-746-8166  
Guidance 301-746-8669

Northern Middle  
301-746-8165 & 301-895-5075  
Cafeteria 301-746-8140

Route 40 Elementary  
301-689-6132  
Cafeteria 301-687-0254

Southern High  
301-334-9447  
Cafeteria 301-334-9449  
Career Employability 301-334-1310  
Food Service 301-334-9470  
Guidance 301-334-1660  
Vo-Ag 301-334-1580

Southern Middle  
301-334-8881  
Guidance 301-334-8882

Swan Meadow School  
301-334-2059

Warehouse  
301-334-2863

Yough Glades Elementary  
301-334-3334  
Cafeteria 301-334-3612

# TABLE OF CONTENTS

Page Number

<b>ARTICLE 1 – RECOGNITION</b>		
1.1	Unit Member	6
<b>ARTICLE 2 – GRIEVANCE PROCEDURE</b>		
2.1	Definitions	6
2.2	Purpose	7
2.3	Procedure	7
2.4	Rights of Teachers to Representation	8
2.5	Miscellaneous	8
2.6	Grievance Form	9
<b>ARTICLE 3 - WORKING CONDITIONS</b>		
3.1	Duty Day	10
3.2	Preparation Time	10
3.3	Lunch Provision	11
3.4	Duty Year	11
3.5	Substitutes	12
3.6	Extra Duty	12
3.7	Lesson Plans	12
3.8	Planning and Evaluation Workload Committee	12
3.9	Curriculum Changes	12
<b>ARTICLE 4 – LEAVES</b>		
4.1	Sick Leave	13
4.2	Personal Leave	14
4.3	Leave for Family Bereavement	14
4.4	Political Leave	15
4.5	Sabbatical Leave	15
4.6	Professional Leave	16
4.7	Parental Leave of Absence	16
4.8	Association Leave	17
4.9	Extended Illness Leave	17
4.91	Civil Leave	17
4.92	Family Medical Leave Act	17
<b>ARTICLE 5 – TEACHER RIGHTS</b>		
5.1	Just Cause	18
5.2	Personal Life	18
5.3	Freedom of Association	18
5.4	Academic Freedom	18
5.5	Reduction in Force	18

5.6	Termination of Services	19
5.7	Personnel Files	19
5.8	Parent-Teacher Conferences	20
5.9	Planning/Workload/Evaluation Committee	20
5.91	Employee Discipline or Reprimand	20
<b>ARTICLE 6 – PROFESSIONAL DEVELOPMENT</b>		
6.1	College Credit Reimbursement	20
6.2	Conditions of Reimbursement	21
6.3	Professional Meetings	21
6.4	Staff Development	22
<b>ARTICLE 7 – ASSOCIATION RIGHTS</b>		
7.1	No Reprisals	22
7.2	Bulletin Boards	22
7.3	Association Communications	22
7.4	Association Meetings	22
7.5	Access to Schools	22
7.6	Faculty Meetings	22
7.7	Information to the Association	23
7.8	Board Meetings	23
7.9	Unit Member Lists	23
7.91	Association Dues	23
7.92	Voluntary Political Contributions	24
7.93	Exclusivity	24
7.94	Association Rights	24
<b>ARTICLE 8 – TEACHER ASSIGNMENT</b>		
8.1	Assignment	24
8.2	Letter of Intent	24
8.3	Teachers Assigned to More Than One School	24
<b>ARTICLE 9 – TRANSFERS AND VACANCIES</b>		
9.1	Involuntary Transfers	25
9.2	Voluntary Transfers	25
9.3	Announcement of Vacancies	25
9.4	Vacancies	26
<b>ARTICLE 10 – MAINTENANCE OF CLASSROOM CONTROL &amp; DISCIPLINE</b>		
10.1	School Policy	26
10.2	Referral Guidelines	27
10.3	Personnel Support	27
10.4	Policy Distribution	27
<b>ARTICLE 11 – PROTECTION OF TEACHERS</b>		27
<b>ARTICLE 12 – TEACHER FACILITIES</b>		

12.1	Minimum School Facilities	28
12.2	Facilities Where Feasible	28
12.3	Vending Machines	28
<b>ARTICLE 13 – FRINGE BENEFITS</b>		28
<b>ARTICLE 14 – EXTRA-DUTY COMPENSATION</b>		30
<b>ARTICLE 15 – SALARIES</b>		32
15.1	Salary Scales	33
<b>ARTICLE 16 – GENERAL PROVISIONS</b>		
16.1	Agreement	34
16.2	Severability	34
16.3	School Board Authority	34
16.4	Negotiations and Ratification	34
16.5	Successor Agreement	34
16.6	Impasse Procedures	35
16.7	Distribution	35
<b>ARTICLE 17 – DURATION</b>		36
<b>ARTICLE 18 – SICK LEAVE BANK</b>		37

# DEFINITIONS

Whenever the following terms are used in the Agreement, they shall refer to the following definitions unless otherwise stipulated:

1. BOARD - The Board of Education of Garrett County
2. ASSOCIATION – The Garrett County Education Association
3. TEACHER - Any member of the negotiating unit
4. SUPERINTENDENT – The Superintendent of the Garrett County Public Schools
5. NEGOTIATION LAW – Section 6.401-411 of the Annotated Code of Maryland as revised within the Article for Section of this Agreement
6. PART-TIME EMPLOYEES – All regular part-time teachers who work at least thirty (30) hours of a full-time equivalent position covered by this Agreement shall receive full insurance and other fringe benefits. Sick leave and salary rates shall be established on a pro rata basis related to a full-time equivalent position.
7. TEMPORARY EMPLOYEES – A temporary employee excluded from the bargaining unit is one who is specifically assigned to replace any bargaining unit member on approved leave whose position is guaranteed upon return in accordance with terms expressed in this agreement or to replace any teacher temporarily assigned to a special project consisting of one (1) year or less, one hired to complete the remainder of a school term, or one who is hired for a temporary job or a special project for a duration of one (1) year or less and is so informed at the time of the hire.

## ARTICLE 1 RECOGNITION

### 1.1 Unit Members:

In accordance with section 6.401-411 of the Annotated Code of Maryland, the Board recognizes the Association as the exclusive representative of a unit consisting of all certificated professional employees of the GARRETT COUNTY SCHOOL SYSTEM, excluding the Superintendent of Schools, persons designated by the Board to act in a negotiating capacity, and all other administrative and supervisory personnel. The term bargaining unit member used herein shall be defined as all professional certificated employees, and JROTC instructors, in the bargaining unit.

## ARTICLE 2 GRIEVANCE PROCEDURE

### 2.1 Definitions:

- A. A grievance is an unsettled cause of complaint arising between a grievant and the Board over an alleged violation or misapplication of the terms of this Agreement.
- B. A "Grievant" is a unit member, group of unit members or the Association making the complaint.
- C. The term "days" as used in this article means duty days.

## **2.2 Purpose:**

The purpose of a grievance procedure is to secure at the lowest possible level an equitable solution to complaints which may arise from time to time. Nothing contained herein shall limit the right of any grievant to discuss the matter informally with his/her immediate supervisor or administrator, without the intervention of the Association so long as the resolution is not inconsistent with the terms of this Agreement.

## **2.3 Procedure:**

- A. Informal Level - Within thirty (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 thirty (30) days, the grievance shall be deemed to be waived.
  
- B. Level One - In the event the grievance is unresolved, the grievant may, within five (5) days thereafter, file the grievance in writing with the appropriate administrator or supervisor who shall hold a conference with the grievant within seven (7) days after filing. The appropriate supervisor or administrator will render a decision within five (5) days thereafter.
  
- C. Level Two - In the event the decision is unsatisfactory, the grievant may file an appeal within five (5) days thereafter to the Superintendent who shall hold a conference within seven (7) days after the receipt of said grievance. The Superintendent shall render a written decision within five (5) days thereafter.
  
- D. Level Three -
  1. If the grievant is not satisfied with the decision of the Superintendent, the Association may appeal such decision to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association by filing a written notice to the Board within twenty (20) days after the decision at Level Two.
  2. Arbitration Procedure  
Any grievance concerning the alleged violation of this agreement that has been properly processed through Level One and Level Two of the grievance procedure, and has not been settled or waived, may be appealed to the arbitration procedure by the Association by serving written notice to the Board within twenty (20) days after the Superintendent's response at Level Two. Should the Association fail to serve notice within the prescribed time, the right to arbitration shall be waived and the grievance shall be considered settled.
    - a. The Board and the Association will attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree within seven (7) days after Association's notice, a request by either party for a list of arbitrators may be made to the American Arbitration Association. Parties will then be bound by the rules and procedures of the American Arbitration Association. All arbitration hearings shall be held in Garrett County.
    - b. The jurisdiction and the authority of the arbitrator and the opinion and award shall be confined to the provisions of this Agreement. The award of the arbitrator, in writing, shall be final and binding on the Association, the grievant and the Board, unless held contrary to law or State Board By-Law. The arbitrator will have no authority to add to, alter, amend or modify any provision of this Agreement.



- c. The cost of the services of the arbitrator and the fee of the American Arbitration Association shall be equally shared by the parties.
- d. The grievant and one witness shall be released without loss of pay or benefits, as necessary, to participate in the grievance or arbitration proceeding. Any other unit member witness(es) called upon to appear during school hours will be released on administrative leave for a period not to exceed two hours on the basis of other unit members being willing and able to "cover" for said unit member-witness(es).

#### **2.4 Right of Unit Members to Representation:**

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

#### **2.5 Miscellaneous:**

- A. A grievance may be withdrawn at any level, without prejudice. Failure to appeal to the next level within the time prescribed herein shall constitute withdrawal of the grievance. The time limit may be extended by mutual agreement and placed in writing.
- B. Failure to render a decision within the time prescribed herein shall be understood to be a decision in favor of the grievant. The time limit may be extended by mutual agreement and placed in writing.
- C. Copies of all decisions of grievances shall be provided to the Board, the grievant and the Association.
- D. Neither party may present any material, allegation or remedy at a subsequent level that was not presented initially at Level Two of the grievance procedure.
- E. Forms for filing and processing grievances shall be designed by the Association and approved by the Superintendent. A Grievance Report is attached hereto.
- F. Released time shall be provided to the grievance coordinator during non-instructional time to investigate and process grievances.

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

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

School \_\_\_\_\_

Grievant \_\_\_\_\_

Assignment \_\_\_\_\_

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

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

**LEVEL ONE**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

2. Relief Sought \_\_\_\_\_

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

C. Decision of Administrator/Supervisor \_\_\_\_\_

Administrator/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant \_\_\_\_\_

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

**LEVEL TWO**

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

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

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

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

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

**LEVEL THREE**

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

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

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

NOTE: All provision of Article II of the Agreement will be STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES

## **ARTICLE 3      WORKING CONDITIONS**

### **3.1      Duty Day:**

- A. The teacher's duty day shall not exceed 7 hours and thirty-six minutes (7.6 hours). When necessary for administrative purposes, the principal, with the approval of the Superintendent of Schools, may arrange different hours of the work day providing the work week does not exceed 38 hours and with five (5) days written notice.
- B. Principals and the faculty, through the faculty advisory council, shall design a procedure for assigning non-teaching, non-compensated duties among all faculty members on an equitable basis within the duty day.
- C. Bargaining unit members shall indicate their presence for duty using a means determined by the Superintendent or his/her designee.
- D. On days when the start of classes for students is delayed or students are dismissed early due to inclement weather, bargaining unit members' workday shall be reduced accordingly. On days when students are dismissed early due to inclement weather, bargaining unit members shall normally be dismissed no later than thirty (30) minutes after the last bus departs, except in the event of an emergency.
- E. Any unit member leaving the school for any purpose must notify the principal, or designee, and use the sign-out sheet.

### **3.2      Preparation Time:**

- A. Each secondary teacher shall be provided, during each duty week, an average of not less than one period of unassigned duties during the students' day for preparation time. Such periods shall coincide in length with the regular instructional class period. Special education teachers will have the ability to request one (1) day per month for release time to complete required special duties, pending grant funding is available.
- B. All elementary teachers shall be provided, during each duty week, with not less than 250 minutes per week during the student day in increments of not less than thirty (30) minutes on a regularly scheduled student day.
- C. Traveling bargaining unit members shall be granted planning time equal to that of bargaining unit members at one (1) worksite to which they are primarily assigned. Travel time shall be exclusive of planning time.
- D. Administration will make every effort not to infringe upon the unit members planning time, but it is recognized that on occasions it may be necessary for the unit member to perform other duties.
- E. Any unit member shall be allowed to leave the school during his/her preparation time if such time is needed for purposes of a professional or emergency nature.

- F. The duty day may be extended by no more than once a month for the maximum of forty-five (45) minutes for the purpose of school-based meetings to be held by supervisors, building administrators, or teacher leaders. The duty days for the remainder of the pay period in which the meeting is held will be shortened by a total of forty-five (45) minutes to compensate. Every effort will be made to ensure that all unit members can attend without affecting their duty day beyond this extension.

### **3.3 Lunch Provision:**

- A. Every unit member shall be provided with a lunch period free of any duty or responsibility each regularly scheduled school day. This lunch period shall extend for at least thirty (30) minutes.
- B. Unit members may leave school on their duty free lunch periods, but must notify the principal, or designee, prior to leaving the school and use the sign-out sheet.

### **3.4 Duty Year:**

- A. The duty year for teachers shall not exceed 187 days, including days for professional activities.
- B. Except when school is delayed due to inclement weather, all bargaining unit members shall be released two and one-half (2.5) hours early on the workdays preceding the Thanksgiving and Christmas holidays.
- C. Bargaining unit members shall be provided with time within the work year for the following duties and responsibilities:

Parent Conferences:

- 1. One (1) day for parent conferences

2. Staff Development:

- a. Three (3) days prior to the start of school shall be used for professional and staff development activities, as determined by the Superintendent or his/her designee.
- b. Half-days within the workday and throughout the work year, as determined by the Superintendent or his/her designee.

3. Workdays:

- a. Two of the first five (5) duty days for bargaining unit members to be used exclusively for individual bargaining unit member worksite preparation. A minimum of one of these days shall be in a full day increment. The remaining day may be in two (2) half-day increments. A half day increment is defined as three and a half (3.5) hours.
- b. One-half day near the end of the semester for record keeping.
- c. The afternoon on the first day will be used exclusively for individual bargaining unit member worksite preparation.
- d. The previous practice of late nights is no longer in effect.

D. A calendar committee shall be appointed by the Superintendent to prepare recommendations. The committee shall include the-President of the Association, or designee, and one (1) additional member of the Association.

E. Each bargaining unit member shall be provided with an individual school calendar setting forth all employment days, including parent conference days, and the scheduling of alternate dates for

parent conferences in case of inclement weather, by October 1. This calendar may be subject to change with bargaining unit members receiving notice of such change at least one (1) week prior to the change, if possible.

- F. Bargaining unit members shall attend a back to-school night or similar PTA program each year. Such program shall not exceed two (2) hours.
- G. Should the Board vote to dismiss students early on the last two days for students, the time after school dismissal shall be considered unit member worktime.

### **3.5 Substitutes:**

- A. A regular teacher shall not be required to substitute for another teacher during his/her preparation time.
- B. Substitutes will be provided for Board required business involving half or full days of absences.
- C. Teachers may not be required to obtain substitutes.

### **3.6 Extra Duty:**

- A. All extra duty activities and responsibilities for which no additional compensation is paid, but which are normally considered a part of the school's program, shall be on a voluntary basis only.
- B. Any unit member receiving compensation for extra- duty activity shall consider time devoted to the activity as an addition to the regular duty day and shall assume his/her share of all nonteaching, non-compensated duties on an equitable basis assumed by the other faculty members within the duty day.

### **3.7 Lesson Plans:**

Each teacher shall develop lesson plans for the instruction of students enrolled in his/her classroom. The primary purpose of lesson plans is to assist the classroom teacher with instruction. It also provides the basis to ensure that the state/county curriculum is being presented.

### **3.8 Planning and Evaluation Workload Committee:**

The Superintendent and GCEA shall form an advisory work group to examine planning time and bargaining unit member workload. This group shall be comprised of seven (7) bargaining unit members appointed by the GCEA President and seven (7) members (either bargaining unit members or administrative employees) appointed by the Superintendent. Not later than January of each calendar year, the committee shall make non-binding written recommendations to the Superintendent for potential action.

### **3.9 Curriculum Changes:**

- A. Bargaining unit members who are expected to implement new curricula, techniques, and/or strategies shall be given an opportunity to participate in training within a reasonable period of time prior to implementation.
- B. Materials and texts necessary for implementation shall be available to the bargaining unit members at least thirty (30) days prior to the implementation date.

- C. Adequate time, as defined by administration, shall be scheduled for bargaining unit members to prepare and plan for implementation.
- D. It is understood that such new curricular, techniques, and/or strategies shall not include those which a supervisor recommends to a bargaining unit member or group of bargaining unit members (grade-level, team, department, etc.) in order to bring about immediate instruction change.
- E. Any curricular changes that require new materials of instruction shall be purchased by the Board under the Superintendent's discretion.

## **ARTICLE 4    LEAVES**

### **4.1    Sick Leave:**

- A. During the first year of employment in Garrett County and during each successive year thereafter, each bargaining unit members shall accrue fourteen (14) days of leave per year, in which the bargaining unit member is entitled to the flexibility of using sick leave in the following manner (family illness, self-sick, and up to five (5) personal days. A bargaining unit member may use any or all of the 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.
- B. A unit member may request to leave school for emergency reasons; such request must be approved by the principal or his/her designee. The unit member will not incur loss of salary or accumulated sick leave when his/her classes are covered by regular teachers, student teachers and/or assistants. The principal and his/her designee will not be required to obtain such volunteers. Emergency leave, without loss of benefits, will not be provided if volunteers are not available.
- C. Upon a unit member's retirement, he/she shall receive thirty (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days. Should the unit member die while in active service, the designated beneficiary shall receive the amount of thirty dollars (\$30.00) for each unused day of sick leave accumulated up to two hundred and nine (209) days. 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.  
Note: Unused days of sick leave will also be converted to months of creditable service by the Maryland State Retirement and Pension System.
- D. Unused sick leave shall accumulate without limit. Unit members will be notified of the number of sick leave days on the employee portal.
- E. The Board reserves the right to require a physical examination, at Board expense, of unit members on extended sick leave without pay.

- F. Unit members shall be permitted to join and receive benefits from a Unit I Sick Leave Bank by contributing two (2) sick leave days. Days shall not be accepted from any bargaining unit member who has less than ten (10) accumulated or earned days. Contributors shall be eligible to receive Sick Leave Bank benefits. The contribution shall be authorized annually by the member on the appropriate form.

If the number of contributed days falls below thirty (30), bargaining unit members who wish to continue their participation in the Sick Leave Bank shall be required to contribute two (2) sick leave days. The annual rate of contribution shall not exceed two (2) days of sick leave per fiscal year.

Contributions for new membership shall be made during an open enrollment of July 1 to September 30 of each fiscal year. A sick leave contribution to the Sick Leave Bank, when properly authorized for a given fiscal year, shall not be returned if the member effects cancellation. The plan shall be administered by a joint committee composed of two (2) members selected by the President of the GCEA and two (2) members selected by the Superintendent. (See Addendum I)

## **4.2 Personal Leave:**

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

- E. Stipend for Early Notification of Retirement - If funding is available, GCBOE will offer members of this bargaining unit a stipend for early notification of retirement, notification date and stipend amount determined by the Superintendent.

### **4.3 Leave for Family Bereavement:**

A unit member shall be allowed a maximum of five (5) consecutive 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 anyone who has lived regularly in his/he household. A unit member shall be allowed a maximum of two (2) consecutive 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, grand-child, aunt, uncle, nephew, niece or spouse's grandparents. In the event of unusual travel, memorial service, or personal problems in connection with the use of bereavement leave, additional leave days or a reconfiguration of consecutive days may be granted by the Superintendent.

### **4.4 Political Leave:**

Upon submission of the appropriate application, a unit member will be granted a leave of absence without pay in order to run for, or serve in, public or political office. Such leave shall be for a period not to exceed one (1) year or the length of the elected office. The unit member on leave will be offered the first available position for which he/she qualifies during a period not to exceed two years from the end of the leave upon written notice by June 1 or 30 days prior to the time of return.

### **4.5 Sabbatical Leave:**

- A. Upon written request, the Superintendent of Schools may recommend to the Board that such 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 less 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 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.
  5. 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.



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 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 of the sabbatical leave amount paid on his/her behalf. Such payment shall be made within one (1) year of his/her separation from employment.

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

- A. A tenured teacher shall be entitled to take a leave of absence up to one (1) year without pay for the purpose of study. The teacher will submit said request on such form as may be required by April 1. The teacher on leave will be offered the first available position for which he/she qualifies during a period not to exceed two years from the end of the leave, if requested in writing by the teacher prior to June 1 or thirty (30) days prior to the date of return if less than a year.
- B. Teachers on such leave shall be afforded the opportunity to continue payments toward retirement and/or insurance programs.

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

- A. A female unit member may use any or all accumulated leave during pre- and post-natal care for that period of time she is temporarily disabled, as determined by the unit member and her physician.
- B. A female unit member desiring to use any or all accumulated leave during a period of pregnancy or postnatal care should state this in writing to the Office of Human Resources and Employee Relations.
- C. A female unit member who uses any or all accumulated leave as a temporary disability during pre- and post-natal care must return to active service as soon as her physical health permits according to her physician; unless she requests a leave of absence without pay or she resigns.
- D. A female unit member who does not wish to use any or all accumulated leave during pre- and/or postnatal care shall be granted a leave of absence without pay provided that a reasonable notice in writing to the Office of Human Resources and Employee Relations is made in advance.
- E. A unit member using a leave of absence without pay for pre-natal care, adoption, post-natal care and/or child rearing (not to exceed a period of one (1) year in duration) shall have the opportunity to continue benefit programs provided to unit members. Unit members with at least one (1) year experience with the Garrett County Board of Education will be required after the first twelve (12) weeks to assume the Board's share of the premium in addition to any premiums he/she theretofore paid for dependent coverage and shall be offered employment upon expiration of such leave in the first available position for which he/she is certified within two (2) years from the ending date of the leave, provided that a written, advanced request is made to the Office of

Human Resources and Employee Relations for re-employment which includes the anticipated date of return. If the return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered.

- F. Adoptive parents may use up to twelve (12) weeks in compliance with Family Medical Leave Act (FMLA) of accumulated leave for the purpose of adoption and/or bonding.
- G. If using combined sick leave and leave without pay unit members 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, and have teaching position held prior to such leave.

#### **4.8 Association Leave:**

- A. The Association may draw upon an annual twenty (20) day leave bank. Days will not be charged to leave or result in loss of salary as long as notice is given to the Office of Human Resources and Employee Relations prior to the absence. Substitute's pay will be paid by the Association.
- B. Local Association delegates elected to the annual State Teachers Association Representative Assembly may use professional leave to attend. GCEA will pay for the substitutes.
- C. Any teacher elected to state or national office shall be granted leave without pay to serve and be eligible to maintain his/her other benefits of employment while on such leave. He/she will be offered the first available position upon return from such leave.

#### **4.9 Extended Illness Leave:**

A unit member may be granted a leave of absence, with the approval of the Superintendent of Schools, for one (1) year or less without pay for serious family or personal illness. An employee in such a non-pay status may continue as a member of the group health insurance, if they qualify for FMLA, after the first twelve (12) weeks the employee will be required to assume the Board's share of the premiums in addition to any premium he/she theretofore paid for dependent coverage. If return is within ninety (90) duty days and such return is stipulated at the beginning of the leave, the same position shall be offered. If the leave requested is for more than ninety (90) duty days the unit member will be offered employment upon expiration of the leave in the first available position for which he/she is certified within two (2) years from the end of the leave, provided that a written request is made to the Office of Human Resources and Employee Relations by June 1.

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

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

#### **4.92 Family Medical Leave Act:**

The Board shall pay its share of the premiums for up to a total of twelve (12) weeks per year during an approved qualifying leave in accordance with the Family Medical Leave Act.

## **ARTICLE 5    TEACHER RIGHTS**

### **5.1    Just Cause:**

No teacher will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

### **5.2    Personal Life:**

The Board agrees that nothing shall be deemed to deny or restrict any teacher from full individual rights or personal freedom except as it may directly impair performance as a teacher during duty hours.

### **5.3    Freedom of Association:**

A teacher's participation or non-participation in religious, political or teacher association activities conducted outside 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 or are not prejudicial to the teacher's effectiveness in teaching performance.

### **5.4    Academic Freedom:**

Teachers shall have reasonable freedom in the implementation of the curriculum including the right to select materials and to determine the class needs as they relate to the curriculum. However, this does not exclude the right and obligation of the administration to question, consult and direct whenever necessary.

### **5.5    Reduction in Force:**

- A. In any reduction in force as a result of budgetary actions or curriculum and/or administrative reorganization, teachers shall be laid-off in inverse order of seniority by date of employment based on certification.
- B. Seniority in the bargaining unit is determined from the most recent date of hire, which was approved by the Board, and shall include time on approved leave or layoff. If two or more unit members with the same certification are hired on the same date, the establishment of seniority shall be determined by the time recorded at the signing of the employee's contract.
- C. Subject to certificate endorsement, normal attrition (teachers who resign or retire will not be replaced) will be used if possible.
- D. In any reduction in force based upon the certification, conditional certificated teachers will be separated first, then non-tenured certificated teachers.
- E. While a layoff continues, no new teachers will be considered for employment except in unique circumstances where there are no teachers on layoff qualified to fill a vacant position and all

qualified teachers on layoff decline the offer to fill the vacancy. Teachers on layoff will keep the Office of Human Resources informed of current address and status of employment.

- F. Teachers on layoff will be recalled in reverse order of layoff based on certification when appropriate vacancies become available.
- G. The recall privilege shall exist for a two (2) year period.
- H. Teachers on layoff shall have priority in serving as long term substitutes if certified in that field.
- I. A person who is on the recall list is eligible to continue insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

## **5.6 Termination of Services:**

- A. In the event a teacher's services are terminated, the Board will advise the teacher in writing prior to May 1.
- B. When a teacher's certificate is considered for non-renewal, the teacher will be notified in writing by May 1.

## **5.7 Personnel Files:**

Teacher files shall be maintained in accordance with the following procedures:

- A. No material related to a teacher's conduct, service, character or personality shall be placed in the file unless it is signed by the person submitting the information. The teacher shall be given the opportunity to acknowledge that he/she 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 he/she has read the material to be filed and does not necessarily indicate agreement with its contents. No such material shall be used in a hearing against a teacher unless an opportunity for such review has been afforded. A teacher's refusal to sign will be noted by an administrator and a witness. If the item has been sent to the teacher by "Certified Restricted Mail", then the certified mail receipt may be attached to the item in lieu of the teacher's signature on the copy.
- B. The teacher 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 his/her signature to the reply indicating that such reply was read and noted.
- C. A teacher shall be permitted to examine his/her files at all reasonable times. A designee of the Superintendent shall be present at all times. A one-time copy of any document filed shall be provided the teacher with the exception of confidential references. Additional copies may be provided at cost.
- D. A teacher's file shall be open to inspection by only those persons whose official responsibilities require such inspection.
- E. The Office of Human Resources and Employee Relations shall continue to place in a teacher's file information of positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.

- F. Letters of personal references received prior to initial employment are confidential and not subject to review.
- G. Adverse material properly placed in a teacher's file and not acted upon within two (2) years may be removed upon request by the teacher unless it relates to a substantiated issue involving the abuse or sexual harassment of either a student or fellow employee or an issue involving drug abuse or alcohol abuse that has a direct impact upon job performance. Materials related to abuse or sexual harassment or those involving drug abuse or alcohol abuse related to job performance may be removed upon request by the teacher if not acted upon within five (5) years. All materials related to the teacher's evaluation process and properly signed by the principal, supervisor, or other administrative or supervisory personnel and the teacher shall be exempt from this provision.
- H. Any written complaint made against a teacher by a parent, student, or other person which may be used in any manner in evaluating the teacher shall be reported to the teacher in writing and the teacher shall be afforded the opportunity to answer such complaints.

### **5.8 Parent-Teacher Conferences:**

- A. Unit member shall be available at mutually arranged times during the regular school day to confer with parents regarding learning difficulties, student progress and/or behavioral problems a student may be experiencing. Unit members are encouraged to arrange a meeting or conference with parents before or after the regular school day if both time and place are mutually agreeable.
- B. In the event that a bargaining unit member does not communicate with a parent on the established date for parent unit member conferences as per the calendar adopted by the Board, a reasonable attempt to contact that parent will be made. A reasonable attempt constitutes a phone call or email. If that contact is not returned, the bargaining unit member shall not be obligated to make further contact.

### **5.9 Planning/Workload/Evaluation Committee**

The Superintendent and GCEA shall form an advisory work group to examine planning time, bargaining unit member workload, and the evaluation process. This group shall be comprised of five (5) bargaining unit members appointed by the GCEA President and five (5) members appointed by the Superintendent and GCEA president.

#### **5.91 Employee Discipline or Reprimand**

Employees shall not be disciplined or reprimanded in the presence of students, parents, and other employees, or members of the public, with the exception of the employee's or employer's representative.

## **ARTICLE 6 PROFESSIONAL DEVELOPMENT**

### **6.1 College Credit Reimbursement:**

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.

## **6.2 Conditions of Reimbursement:**

In order to be entitled to reimbursement, the bargaining unit member must meet the following conditions:

- A. 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.
- B. Credits must be earned at an accredited institution.
- C. A grade of "B" or better must be earned in the course or a passing grade in a pass/fail course.
- D. 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.
- E. Any courses not covered in Item 4 must have prior approval, in writing, from the Office of Human Resources and Employee Relations.
- F. 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.
- G. Any financial assistance or allowance received for tuition from any source shall be deducted from the amount the unit member would have been reimbursed according to the guidelines above.
- H. Should a bargaining unit member currently receiving tuition reimbursement for a Doctoral Degree voluntarily separate 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 any tuition reimbursement paid on his/her behalf during the three (3) years preceding the date of separation. Such payment shall be made within one (1) year of his/her separation from employment.

## **6.3 Professional Meetings:**

- A. A teacher may request time without loss of leave or pay to attend workshops, conferences or meetings of his/her subject matter or grade level area. Request should be in writing and directed to the appropriate Director for approval with a copy of said request provided to the school administration when applicable.
- B. At least one (1) classroom teacher shall be included whenever a group is attending a conference, workshop or special meeting that is related to their teaching assignment.
- C. Notification of State Department workshops, conferences or meetings shall be posted in each school.

- D. The Board recognizes the responsibility of providing in-service workshops for all new and required programs introduced into the curriculum.

#### **6.4 Staff Development:**

The County finds that the professional expertise and insight of the classroom teacher to be an invaluable ingredient in the development and delivery of staff development programs that meet the needs of the classroom teachers. Therefore, a professional staff development committee comprised of five (5) representatives appointed by the GCEA and five (5) administrative representatives will collaborate in the development of the professional development program. Teachers shall be released at 3:15 to serve on the committee.

## **ARTICLE 7 ASSOCIATION RIGHTS**

#### **7.1 No Reprisal:**

There will be no reprisal of any kind taken against any unit member for reasons of his/her membership in the Association, participation in any of its activities, or for exercising his/her rights under this agreement.

#### **7.2 Bulletin Boards:**

In each school's teachers' lounge there shall be bulletin board space reserved for the Association for the purpose of displaying Association notices.

#### **7.3 Association Communications:**

The Association will have the right to place official notices, circulars and other professional materials in teachers' mailboxes.

#### **7.4 Association Meetings:**

- A. The Association shall have the right to use school facilities for meetings without cost after the regular students' school day.
- B. The Association shall be provided the opportunity to address new unit members at their annual orientation meeting.

#### **7.5 Access to Schools:**

In order for the Association to properly administer its Agreement, Association officers and the Uniserv Director will have access to all school buildings and all unit members, provided that the exercise of this right will not interfere with the educational program and the principal of each school is given prior notice.

#### **7.6 Faculty Meetings:**

The Association's faculty representatives and the Uniserv Director will be provided an adequate amount of time during the school faculty meetings to report on matters involving the representation of unit members by the Association.

## **7.7 Information to the Association:**

- A. Upon prior notice, the Superintendent or designee will make available to the Association information that is available to permit the Association to bargain understandingly and administer this Agreement.
- B. The Board shall maintain a copy of the current Policies and Procedures Handbook with all new revised policies and procedures, as approved, and will be posted on the Board of Education's website [www.garrettcountyschools.org](http://www.garrettcountyschools.org).

## **7.8 Board Meetings:**

The Association may refer to the Garrett County Public Schools website or BoardDocs for Board Meeting agendas and minutes. The agendas are available one week in advance of the scheduled Board Meetings. The minutes are not available until the Board approves them at the following Board Meeting.

## **7.9 Unit Members Lists:**

- A. The Board will provide to the Association a directory of unit members which shall include their names, addresses, and school assignments as soon as it is available for distribution.
- B. Names and addresses of all new unit members shall be provided the Association within ten (10) calendar days following initial hiring.

## **7.91 Association Dues:**

- A. 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.
- B. The Board will deduct from the pay of each unit member 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 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.
- C. The deduction shall be made in twenty-six (26) equal installments beginning with the salary check issued no later than September 30.
- D. The Association shall provide to the Board of Education (Finance Office) all notices of cancellation on or about September 16 on forms provided by the Association.
- E. 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.
- F. The Board agrees to transmit to the Association all dues and members' names pursuant to this section.



### **7.92 Voluntary Political Contributions:**

- A. The Board shall make bi-weekly payroll deduction voluntarily authorized by individual unit members to the Fund for Children and Public Education.
- B. Unit members may voluntarily sign up for VPC deductions at the beginning of each school term. Deadline for enrolling will be September 10 of each school year VPC contributions will be ongoing once authorized but may be revoked at any time by notifying the Association and the Board of Education in writing.

### **7.93 Exclusivity:**

The rights and/or privileges granted to the Association in this article will not be granted to any other teacher organization.

### **7.94 Association Rights:**

The Association will be permitted to participate in any new employee orientation meetings at the beginning of each school year.

## **ARTICLE 8 TEACHER ASSIGNMENT**

### **8.1 Assignment:**

- A. A teacher who desires a change in grade and/or subject assignment in the same school shall file a written statement with the principal and the Office of Human Resources and Employee Relations.
- B. All teachers will be given written notice of their school assignment for the forthcoming school year by June 5. A tentative notice of grade and subject assignment will be given the teacher prior to the close of the school year.
- C. In the event of changes in school, grade or subject assignments made after July 1, the details of such changes shall be submitted to the teacher in writing.

### **8.2 Letter of Intent:**

The Letter of Intent, prepared and distributed by the Board, is recognized as a tentative indication for future staff planning, and, therefore, shall carry such indication thereon.

### **8.3 Teachers Assigned to More Than One School:**

- A. All teachers assigned to more than one school will be assigned home schools for reporting purposes.
- B. Teachers assigned to more than one school shall be assigned to schools within a reasonable distance.

- C. The school assignments of teachers assigned to more than one school will be finalized no later than August 1, however, changes and/or additions to staff may necessitate changes in assignment(s). If such changes are necessary, the teacher will be notified in writing.

## **ARTICLE 9      TRANSFERS AND VACANCIES**

### **9.1      Involuntary Transfer:**

- A. In order to meet the staffing needs of the county to prevent undue disruption of the instructional program, it may be necessary to transfer a teacher involuntarily. Such transfers shall be affected only after prior notice to the teacher involved. The teacher may request a meeting with the Superintendent, or designee, to discuss such transfer. The affected teacher will be given the reasons for such involuntary transfer.
- B. Depending upon the reasons for the involuntary transfer, volunteers from the school affected by the need of a transfer may be given first consideration for transfer. If no volunteers are identified, the factors such as certification and length of service in Garrett County Public Schools may be considered.

### **9.2      Voluntary Transfer:**

- A. A tenured teacher who desires a voluntary transfer to another school shall indicate such interest on the county intent form. The teacher will identify not more than five (5) schools for which he/she would like to be considered for a voluntary transfer.
- B. Teachers with the fewest years of service in the county shall be considered for transfer first in any reassignment required as a result of a reduction in force at the worksite or the county.
- C. A teacher shall have the right to discuss the transfer request with the appropriate administrator. If the transfer request is denied, the teacher shall be given the reason.
- D. A teacher who receives a voluntary transfer will not be eligible for another voluntary transfer for a period of at least two (2) years unless approved by the Superintendent.
- E. Any teacher who agrees to a voluntary transfer, at the request of the Superintendent, shall be provided with three (3) to five (5) days, with a minimum of two (2) days for classroom preparation, of staff development employment prior to the beginning of the school year for training and preparation. Such voluntary transfers shall be given priority over all other voluntary transfers.

### **9.3      Announcement of Vacancies:**

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

#### **9.4 Vacancies:**

When a vacancy is being filled within the unit, a current tenured teacher employed by the Garrett County Board of Education who expressed interest in the position, received a satisfactory rating on his/her most recent evaluation, is certified for the vacant position, and possesses any special qualifications required for the job shall be given consideration for the position over applicants not meeting the qualification set forth. Any special criteria or skills that are required must be stated in advance of any consideration of the candidates for the position and shall be directly related to the performance of the job. Length of service and prior satisfactory experience may be factors considered in the selection of the applicant to be placed in the position. Tenured teachers in the system may be given priority consideration over new applicants for the position

## **ARTICLE 10 MAINTENANCE OF CLASSROOM CONTROL & DISCIPLINE**

### **10.1 School Policy:**

Each school's administration and faculty shall develop a written policy on classroom control and discipline which will include the following items:

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

- D. When GCPS is informed that a student engaged in reportable offenses, or when a student is transitioning to a school from an outside facility, that information will be shared with staff who have supervisory responsibility for that student unless prohibited by law. Opportunity for feedback on behavior, safety and individualized education plans will be provided for the affected staff prior to implementation.

### **10.2 Referral Guidelines:**

Guidelines for referral procedures and conferences shall be included in such policy to provide appropriate action in the resolution of disciplinary problems.

### **10.3 Personnel Support:**

The school administration and central office personnel shall continue to support and assist in the implementation of established policy.

### **10.4 Policy Distribution:**

Each teacher shall receive a copy of the written policy on classroom control and discipline at the beginning of the school year.

## **ARTICLE 11 PROTECTION OF TEACHERS**

- 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 will be enforced fairly and consistently pursuant to its anti-discrimination policy.
- B. A bargaining unit member, absent from work as a result an injury occurring in the course of his/her employment, may apply for Worker's Compensation. In accordance with State Law pertaining to Workers' Compensation, the bargaining unit member shall be paid for the period of such absence without loss of sick leave.
- C. Differently, in accordance with 6-111 of the Education Article to the Annotated Code of Maryland, any bargaining unit member who is absent as the result of a compensable injury arising from an assault during the course of his/her employment shall continue to receive full salary for the period of such absence without loss of sick leave.
- D. It is the responsibility of the Board to provide a safe environment free from hazardous conditions. Employees shall not be required to perform tasks that endanger their health or safety. Employees are expected to report any unsafe working conditions to the administration.
- E. Teachers shall not be required to transport students under any circumstances.
- F. Any teacher who has suffered loss, damage, or destruction of clothing or personal property while on duty in the school, on school premises, or during school sponsored activities shall refer the loss to the proper legal authorities for appropriate action. School officials shall render all reasonable assistance.

- G. Classroom visitation guidelines developed by the local Board will apply to the visiting public.

## **ARTICLE 12 TEACHER FACILITIES**

### **12.1 Minimum School Facilities:**

The Board shall provide:

- A. A serviceable desk and chair for each teacher.
- B. The use of the office telephones for professional and emergency personal reasons and provide confidentiality where possible.
- C. Separate partitioned dining area for exclusive use of teachers, to the extent possible, without cost for construction or renovation of existing facilities.
- D. Space in which teachers may store instructional materials and supplies.
- E. A furnished room reserved for the exclusive use of the school staff as a lounge to the extent possible. Said room will be cleaned by the custodial staff.
- F. A parking area reserved for the exclusive use of teachers at each school.
- G. Maintenance for all curricular and extracurricular activities.

### **12.2 Facilities Where Feasible:**

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

- A. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- B. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.

### **12.3 Vending Machines:**

At the request of the faculty, the principal shall arrange for the installation of vending machines in each faculty lounge. The disposition of proceeds from such vending machines shall be determined with the advice and consent of the faculty advisory council.

## **ARTICLE 13 FRINGE BENEFITS**

- A. Beginning January 1, 2018, an up to nine hundred dollar (\$900.00) health insurance cost share will become effective through the end of each plan year. Each employee (active or retired under age 65) and their spouse enrolled in coverage through The Garrett County Employee Health Care Plan will be eligible to receive a premium differential incentive to mitigate this premium cost share. Enrolled employees (active and retired under age 65) may earn \$600.00 toward their cost share

for participating in certain activities within the Garrett County Health Care Plan Wellness Program. In addition, their enrolled spouses may earn \$300.00 toward their cost share for participating in the same activities within the Garrett County Health Care Plan Wellness Program. Currently the required activities include the following, which must be completed within certain timeframes in 2017 to earn the incentive for 2018.

1. Biometric health screening: and
  2. CHRA (Clinical Health Risk Assessment) through UMR
- B. Contingent upon meeting the requirements outlined in section A above, Board shall continue to 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 PPO (Preferred Provider Organization) program, or enroll themselves and dependents in the PPO 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 and the Plan Provisions for other post-employment benefits.
- D. Individuals must be eligible for retirement under the Maryland State Pension system and the Maryland State Retirement System. Individuals must go directly into retirement after employment with the Garrett County Board of Education, to maintain Board of Education sponsored group health insurance coverage. There cannot be any time break between the last day of employment with the Garrett County Board of Education and the commencement of receiving retirement benefits from the State of Maryland Retirement and Pension system.
- E. Prior to the Board of Education entering into an agreement with the Board of Garrett County Commissioners and Garrett College to alter any of the following, the Board will enter into negotiations with GCEA on the issues being considered for modification:
1. Increase of the percentage of the employee's share of the premium for coverage
  2. Increase of employee co-pays for doctor's visits
  3. Increase of percentage paid by employees for covered services
  4. Increase of co-pay for prescription drugs
  5. Reduction or elimination of retiree insurance benefits
- F. 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.
- G. The Superintendent shall appoint a Health and Wellness Committee to make non-binding written recommendations, no later than January of each calendar year, to him/her. The committee shall include the President of the Association, or a bargaining unit designee, and one (1) additional bargaining unit member. It is understood that said committee shall include appointees by the Superintendent, including, but not limited to, bargaining unit members from each designated exclusive bargaining agent which negotiates with the Board in accordance with 6-408 and/or 6-510 of the Education Article to the Annotated Code of Maryland.

- I. In accordance with IRS regulations, the Board shall implement a Flexible Spending Account (FSA) benefit for bargaining unit members no later than July 1, 2017. The Board shall deduct an amount, including any associated plan fees, from the bargaining unit member's pay. The total amount per year shall be determined by the bargaining unit member each enrollment period, and said amount shall be divided and deducted on a per pay period basis. The President of the Association, or a bargaining unit designee, and/or the UniServ Director may participate in any meeting involving the review of FSA plans. However, the Board shall have the sole authority to select the FSA provider and resolve the structure of such plans with said provider.

## ARTICLE 14 EXTRA DUTY COMPENSATION

- A. This schedule is based on time devoted by the unit member beyond the regular at-school duty hours. A unit member will not receive extra duty compensation for more than two assignments unless approved by the Board.

### ANNUAL COMPENSATION 2019 - 2020 SCHOOL YEAR

Number	Position	Step 1	Step 2	Step 3
2	Athletic Directors	\$2448	\$2564	\$2696
2	Head Football Coaches	5342	5459	5588
6	Asst. Football Coaches	3684	3766	3852
4	Head Basketball Coaches	2448	2564	2696
8	Asst. Basketball Coaches	1758	1836	1922
2	Wrestling Head Coaches	2170	2274	2383
2	Asst. Wrestling Coaches	1386	1489	1597
2	Baseball Coaches	2021	2119	2213
2	Asst. Baseball Coaches	1386	1489	1597
2	Band Directors	5342	5459	5588
3	Asst. Band Directors	3740	3820	3909
2	Varsity Cheerleader Advisor	1649	1723	1810
2	Asst. Varsity Cheerleader Adv.	1154	1203	1267
2	Volleyball Coaches	2108	2203	2308
2	Asst. Volleyball Coaches	1386	1489	1597
3	Mock Trail Directors	1067	1117	1170
2	Drama Coaches	1067	1117	1170
2	Golf Coaches	1067	1117	1170
2	Softball Coaches	1810	1894	1980
2	Asst. Softball Coaches	1386	1489	1597
4	Head Track Coaches	2021	2119	2213
4	Asst. Track Coaches	1386	1489	1597
4	Tennis Coaches	1067	1117	1170
2	Unified Tennis Coaches	1100	1150	1176
4	Cross Country Coaches	1067	1117	1170
4	Soccer Head Coaches	2108	2203	2308
4	Asst. Soccer Coaches	1386	1489	1597

2	VICA Advisors	1067	1117	1170
1	Co-Wide Student Council Adv.	1067	1117	1170
2	Junior Class Advisor	1067	1117	1170
2	Senior Class Advisor	1067	1117	1170
2	Bowling Coaches	1067	1117	1170
2	Indoor Track Coaches	1067	1117	1170
1	Unified Track SH Coach	1100	1150	1176

Funding will be provided by Special Olympics

<b>Number</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
1	Aquatics Head Coach	\$660	\$688	\$704
1	Aquatics Asst. Coach	440	462	472
2	Bocce Head Coaches	660	688	704
2	Bocce Asst. Coaches	440	462	472
1	Track & Field Coach	660	688	704

Maximum number of positions are shown. Actual number of positions shall be determined on a per season basis; however, under no condition will the total number of positions be fewer than sixty-two (62).

- B. Extra duty compensation will be paid in one payment upon completion of activity except for full year activities which will be paid one-half of the amount each semester. Each unit member involved shall be responsible for submitting the proper form.
- C. Extra duty assignment forms shall be provided the unit members for the following year and are due within 30 calendar days following the ratification date of the negotiated agreement. Such forms shall include compensation for such activity.
- D. All unit members beginning an extra duty or transferring to a different assignment will be placed on the first step.
- E. A representative of the Association will serve as an ex-officio member of the School Activities Review/Evaluation Committee and shall be given two (2) weeks' notice of regular meetings. A twenty-four hours notice will be given for emergency meetings.



## ARTICLE 15 SALARIES

- A. 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.
- B. All unit members shall be required to enroll for direct deposit and shall be paid by means of direct deposit.
- C. Unit members employed on an 11 or 12 month basis shall receive the compensation of additional days at a per diem rate based upon the unit members pay, grade, and step.
- D. The Board shall provide means for unit members to participate through payroll deduction in tax deferred or sheltered annuity plans, with not less than five carriers with a goal to maintain at least ten, and credit union transactions.
- E. Employment Outside Normal Contract
  - 1. Unit members individually requested, as opposed to unit members who voluntarily participate in an activity open to all unit members or a defined segment of unit members, to work beyond their normal duty year shall be paid their per diem rate for each day worked. If the additional day of employment is for less than a normal 7.6 hour workday, the unit member shall be paid an hourly rate equal to his/her regular per diem pay divided by 7.6 hours.
  - 2. Unit members who volunteer to work additional days beyond their normal duty year shall be paid thirty (30) dollars per hour.
- F. Conditional Certificate holders will be paid on the Standard Professional Salary Schedule.
- G. Effective July 1, 2006, all teachers who did not receive full incremental credit for previous experience when hired, shall receive an additional step increment each year until they have reached the appropriate step level according to their certification, experience, and education as determined by the Office of Human Resources and Employee Relations.
- H. One (1) Step with 1.0% COLA to Salary Scales effective 7/1/2018.
- I. The Superintendent and GCEA shall form a Joint Commission to examine the employee compensation packages for GCBOE. This group shall be comprised of three (3) members appointed by the Superintendent. This group shall make non-binding recommendations to the Superintendent.
- J. A full step increment for 2019-2020, effective 7/1/2019 with a COLA applied to each step to achieve a 3% increase when combined with step increase. Should Kirwan funding come available for members in this bargaining unit, negotiations will reconvene to determine the parameters for allocating those funds.
- K. For 2020-2021, effective 7/1/2020 a blended step with 2.05% except longevity at 16, 20 & 25.

Garrett County Board of Education  
 Certificated Salary Scales  
 Fiscal Year 2021

Step	Standard Professional		Advanced Professional		Step	Physical Therapist	
	Professional	Professional	Professional	Professional		Psychologist	Therapist
1	43,749				1	64,338	64,338
2	44,423				2	65,330	65,330
3	45,080				3	66,297	66,297
4	45,739		47,156		4	68,066	68,066
5	46,395		47,883		5	69,846	69,846
6	47,052		48,591		6	71,629	71,629
7	47,709		49,858		7	73,413	73,413
8	48,365		51,123		8	75,077	75,077
9	49,022		52,388		9-13	77,711	77,711
10	49,679		53,651		14-18	79,029	79,029
11			54,916		19+	81,083	81,083
12			56,257				
13			57,382				
14			58,506				
15			59,630				
16			65,058				
17-19			65,058				
20-24**			67,868				
25***			70,682				
<b>Duty Year</b>	187 days		187 days		<b>Duty Year</b>	207 days	207 days
<b>Duty Day</b>	7.6 hours		7.6 hours		<b>Duty Day</b>	7.6 hours	7.6 hours

*Additions to Base:*

- Master's Degree - \$2,000
- +30 hours beyond Master's Degree - \$1,000\*\*\*
- +60 hours beyond Master's Degree - \$1,000\*\*\*
- Doctorate Degree - \$2,000
- National Board Certified Teacher (paid as a stipend)

\* Must have 10 years service in Garrett County

\*\* Must have 15 years service in Garrett County

\*\*\* The graduate credit hours must be in education or field of teaching. The graduate credit hours must be verified by official transcript and the teacher must request of Human Resources for additional salary. If necessary, additional documentation may be requested. Undergraduate courses taken for the purpose of adding additional content certifications, after completing a Master's Degree, may be counted in the 30 and 60 hours above the Master's Degree for pay purposes with prior approval from the Director of Human Resources.

# ARTICLE 16 GENERAL PROVISIONS

## 16.1 Agreement:

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.

## 16.2 Severability:

If any provision of this Agreement or any application thereof to any unit member or group of unit members 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.

## 16.3 School Board Authority:

The Association recognizes 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.

## 16.4 Negotiations and Ratifications:

- A. If categories which contain request for funds to support items in this Agreement are reduced, further negotiations shall begin within ten (10) days and continue to a conclusion. The terms and conditions of this agreement shall take effect July 1, 2018, remain in effect through June 30, 2021, until superseded by a successor agreement, except as indicated in the following fiscal years: For FY19, FY20, and FY21, negotiations may be reopened each year upon written request by a party in accordance with Article 17.5 and, if so, limited to wages, fringe benefits, and two (2) articles which shall be selected by each respective party. Items selected must be mandatory items of negotiation or permissive items that both parties agree to negotiate.
- B. The terms and conditions resulting from the subsequent negotiations will be submitted to the Association and the Board for final ratification.
- C. Association 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, not to exceed five (5), if such release does not interfere with the equitable assignment of non-teaching, non-compensated duties. The association and the Board shall be permitted to bring a third party to provide data on specific topics and considerations. Either party wishing to bring a third party to the table shall provide the other party to negotiations at least three days prior notice.

## 16.5 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.

**16.6 Impasse Procedures:**

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

**16.7 Distribution:**

An electronic copy of this Agreement will be provided to each unit member 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 and the Association's website. Each school, central office, and association will be provided five (5) printed copies that will be accessible to employees. The cost for the printed copies shall be shared equally by the Association and the Board.

# ARTICLE 17 DURATION

The provisions of this Agreement shall become effective July 1, 2018, and remain in full force and effect until June 30, 2021, or until superseded by a new agreement or until amendments are made through those items negotiated as per Article 17.4 A.

**GCEA (Unit I) NEGOTIATIONS**  
**Amendments to 2018-2021 Comprehensive Agreement**  
**June 12, 2020**

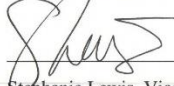
XIX. DURATION

The undersigned acknowledge that tentative agreement was reached during FY 2020 negotiations between the authorized representatives of the Garrett County Education Association (Unit I) and the Garrett County Board of Education (hereinafter collectively, "the Parties"). Additionally, the Parties attest that this document represents the entirety of issues, which were the subject of bargaining, and that each respective membership has successfully ratified the modifications. Further, the Parties understand that the provisions of these negotiations shall be effective July 1, 2020, and remain in full force and effect through June 30, 2021, or until superseded by a new agreement in writing. The aforementioned modifications supplement the 2018-2021 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Unit I), effectuated June 9, 2020.

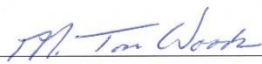
IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 12th day of June 2020.

FOR GARRETT COUNTY  
EDUCATION ASSOCIATION (TEACHERS)

  
Patrick Damon, President

  
Stephanie Lewis, Vice President

FOR GARRETT COUNTY BOARD OF EDUCATION

  
M. Tom Woods, President

  
Barbara Baker, Superintendent

## Addendum I

### SICK LEAVE BANK

- A. A GCEA (Unit I) Sick Leave Bank member who is actively employed with the Garrett County may use bank days for prolonged, catastrophic, incapacitating personal illness, injury or quarantine of the bargaining unit member during regular scheduled workdays.
- B. Eligibility for Benefits:**
1. Sick Leave Bank benefits are available only when the member personally has a severe medical hardship (catastrophic illness or serious accident).
  2. Benefits can be received only after all accumulated sick leave and vacation days have been exhausted.
  3. Any member receiving Worker's Compensation or disability benefits shall not be eligible to receive benefits from the Sick Leave Bank.
  4. A member who is on leave of absence, suspended, or terminated from the Garrett County Board of Education shall not be eligible for Sick Leave Bank benefits.
  5. The form, entitled "Request For Sick Leave Benefits" and physician's statement are required before the SLB Review Committee will consider a request for benefits. The physician's statement shall include a history of the illness, date the illness began, a diagnosis and prognosis, and any other related information.
  6. Approval by the Sick Leave Bank Review Committee is required prior to the receiving of benefits.
  7. Normal pregnancies, childbirth, childcare, or child adoption shall not be considered as eligible reasons for Sick Leave Bank benefits.
  8. A four (4)-member Sick Leave Bank Review Committee, consisting of two (2) members appointed by the President of the Association and two (2) appointed by the Superintendent, shall have the responsibility of receiving requests, verifying the validity of requests and approval or denial of requests. Any approval of a request must have the support of at least three (3) members of the committee Sick Leave Bank Review Committee.

The Sick Leave Bank Review Committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the President of the Association and the Superintendent.

- C. Operation of SLB**
1. The following criteria shall be used by the Sick Leave Bank Review Committee in determining eligibility and benefits:
    - a. Documented medical evidence of serious illness and injury;
    - b. Prior utilization of all sick leave and vacation days;
    - c. Propriety of previous sick leave;
    - d. Any other information the Sick Leave Bank Review Committee deems appropriate.
  2. When approved by the Sick Leave Bank Review Committee, a maximum of thirty (30) sick leave days shall be deposited in the member's sick leave account. The use of these days will be reviewed by the Sick Leave Bank Review Committee.
  3. The member receiving benefits may submit to the Sick Leave Bank Review Committee additional requests for a maximum of twenty (20) days per request as their present grant expires. The request application shall be accompanied by an updated physician's statement.
  4. Once a unit member is eligible for retirement benefits, including disability retirement from the Maryland State Retirement Agency, all Sick Leave Bank benefits shall stop.

5. The maximum number of Sick Leave Bank days available per member per fiscal year is one hundred (100).
  6. The contribution forms for any unused days shall be returned to the Association.
  7. The existence of the Sick Leave Bank and participation by a member in the Sick Leave Bank does not eliminate any other benefits provided through law, policy or contract.
  8. Members shall not use Sick Leave Bank days to extend medical or life insurance coverage.
- D. GCEA shall be responsible for providing the Board the name(s) of the person(s) choosing to participate in the Sick Leave Bank. GCEA shall also provide the Board with an authorization form signed by each person contributing days authorizing the Board to deduct the donated days from their accumulated sick leave.
- E. Representatives of the Board and the Association shall review the provisions set forth in B and C annually or as needed.