

**COMPREHENSIVE AGREEMENT**

**BETWEEN THE**

**GARRETT COUNTY BOARD OF**  
**EDUCATION**

**AND THE**

**GARRETT COUNTY EDUCATION**  
**ASSOCIATION**  
**(TEACHERS)**

**2015—2018**



**DIRECTORY**  
**GARRETT COUNTY EDUCATION ASSOCIATION**  
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**GCEA EXECUTIVE BOARD 2015—2018**

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## 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
Garrett Community College.....	301-387-3000
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
Gym.....	301-746-8328
Northern Middle .....	301-746-8165 & 301-895-5075
ARD .....	301-746-8551 & 301-895-5599
Cafeteria .....	301-746-8140
Water Treatment Plant.....	301-746-8021
Route 40 Elementary .....	301-689-6132
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

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## DEFINITIONS

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

- I. **BOARD:**  
The Board of Education of Garrett County
- II. **ASSOCIATION:**  
The Garrett County Education Association
- III. **TEACHER:**  
Any member of the negotiating unit
- IV. **SUPERINTENDENT:**  
The Superintendent of the Garrett County Public Schools
- V. **NEGOTIATION LAW:**  
Section 6.401-411 of the Annotated Code of Maryland as revised within the Article or Section of this Agreement
- VI. **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.
- VII. **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.

## **I. RECOGNITION**

- A. 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.
- B. **The term bargaining unit member used herein shall be defined as all professional certificated employees, and JROTC instructors, in the bargaining unit.**

## **II. GRIEVANCE PROCEDURE**

### **A. Definitions:**

- 1. A grievance is an unsettled cause of complaint arising between a grievant and the Board over an alleged violation or mis-application of the terms of this Agreement.
- 2. A "Grievant" is a teacher, group of teachers or the Association making the complaint.
- 3. The term "days" as used in this article means duty days.

### **B. 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.

### **C. Procedure:**



1. 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.
2. 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.
3. 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.
4. Level Three -
  - a. 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.
  - b. 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.

- (1) 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.
- (2) 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.
- (3) The cost of the services of the arbitrator and the fee of the American Arbitration Association shall be equally shared by the parties.
- (4) 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 teacher-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 teachers being willing and able to "cover" for said teacher-witness(es).

#### **D. Right of Teachers to Representation**

1. No reprisals of any kind will be taken by the Board or by any members of the administration against any party in interest,

- any Association representative or any other participant in the grievance procedure by reason of such participation.
2. The grievant may be represented at any level of the grievance procedure by a representative of the Association and the Association may make statements at such meetings.
  3. Documents, communications and records relating to the grievance shall be filed separately from the personnel files of the participants.
  4. The grievant's identity shall be kept confidential.

**E. Miscellaneous**

1. 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.
2. Failure to render a decision within the time prescribed herein shall be understood to be a decision in favor of the grievant. The time limit may be extended by mutual agreement and placed in writing.
3. Copies of all decisions of grievances shall be provided to the Board, the grievant and the Association.
4. 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.
5. Forms for filing and processing grievances shall be designed by the Association and approved by the Superintendent. A Grievance Report is attached hereto.
6. Released time shall be provided to the grievance coordinator during non-instructional time to investigate and process grievances.

Grievance report # \_\_\_\_\_

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

- Distribution of Form
1. Administrator and/or Supervisor
  2. Association
  3. Grievant

School \_\_\_\_\_

Grievant \_\_\_\_\_

Assignment \_\_\_\_\_

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

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

LEVEL I

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

LEVEL II

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

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

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

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

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

LEVEL III

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

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

Signature \_\_\_\_\_ Date of Decision \_\_\_\_\_

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

### **III. WORKING CONDITIONS**

#### **A. Workday**

1. 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.
2. 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.
3. Bargaining unit members shall indicate their presence for duty using a means determined by the Superintendent or his/her designee.
4. 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.
5. Any teacher leaving the school for any purpose must notify the principal, or designee, and use the sign-out sheet.
6. Bargaining unit members shall report an absence using a means determined by the Superintendent or his/her designee.

#### **B. Preparation Time**

1. 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.

2. All elementary teachers shall be provided, during each duty week, with not less than 225 minutes per week during the student day in increments of not less than thirty (30) minutes on a regularly scheduled student day.
3. 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.
4. Administration will make every effort not to infringe upon the teacher planning time, but it is recognized that on occasions it may be necessary for the teacher to perform other duties.
5. Any teacher 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.

**C. Lunch Provision**

1. Every teacher 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.
2. Teachers 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.

**D. Duty Year**

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

### Parent Conferences

- a. Two (2) days for parent conferences

### Staff Development

- b. 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.
- c. Half-days within the workday and throughout the work year, as determined by the Superintendent or his/her designee.

### Workdays

- d. The first duty day for bargaining unit members to be used exclusively for individual bargaining unit member worksite preparation
  - e. One-half day near the end of the semester for record keeping
  - f. One-full day near the end of the school year for individual bargaining unit member worksite work
4. 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.
  5. 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.
  6. Bargaining unit members shall attend a back-to-school night or similar PTA program each

year. Such program shall not exceed two (2) hours.

**E. Substitutes**

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

**F. Extra Duty**

1. 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.
2. Any teacher 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 non-teaching, non-compensated duties on an equitable basis assumed by the other faculty members within the duty day.

**G. 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.

**H. Planning and 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 five (5) bargaining unit members appointed by the GCEA President and five (5) members appointed by the Superintendent. This group shall make non-binding



recommendations to the Superintendent for potential action not later than January 2016.

#### **IV. LEAVES**

##### **A. Sick Leave**

1. During the first year of employment in Garrett County and during each successive year thereafter, each bargaining unit members 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.
2. A teacher may request to leave school for emergency reasons; such request must be approved by the principal or his/her designee. The teacher 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.
3. Teachers, if under contract at the time of retirement or their designated beneficiary in the event of death during active service, shall receive pay for a maximum of 150 unused sick leave days at the rate of thirty dollars (\$30) per day.
4. Unused sick leave shall accumulate without limit. Teachers will be notified of the number of sick leave days to their credit with the October paycheck.

5. The Board reserves the right to require a physical examination, at Board expense, of teachers on extended sick leave without pay.
6. 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)

#### **B. Personal Leave**

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.

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.

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.

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.

### **C. Leave for Family Bereavement**

A teacher 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/her household. A teacher 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.

**D. Political Leave**

Upon submission of the appropriate application, a teacher 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 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 upon written notice by June 1 or 30 days prior to the time of return.

**E. Sabbatical Leave**

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 fewer than one (1) bargaining unit member during a given school year.
2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required, no later than March 1 of the school year preceding the year for which

the sabbatical leave is requested. An applicant who intends to pursue a program other than formal study must present a comprehensive proposal of the proposed program.

3. The bargaining unit member has completed at least five (5) full years of service in the Garrett County School System.
4. A bargaining unit member on sabbatical leave [either for one-half (1/2) of a school year or for a full school year] shall be paid by the Board at one-half (1/2) the salary rate which the bargaining unit member would have received if the bargaining unit member had remained on active duty, provided that such bargaining unit member agrees to 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 [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.

**F. Professional Leave**

1. 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.
2. Teachers on such leave shall be afforded the opportunity to continue payments toward retirement and/or insurance programs.
3. Beginning with the 1987-88 year, a teacher upon return from professional leave shall receive experience credit on the salary schedule for the time spent on such leave.

**G. Parental Leave of Absence**

1. A female teacher may use accumulated sick leave during pre- and post-natal care for that period of time she is temporarily disabled, as determined by the teacher and her physician.
2. A female teacher desiring to use accumulated sick leave during a period of pregnancy or post-natal care should state this in writing to the Personnel Office.
3. A female teacher who uses accumulated sick 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.

4. A female teacher who uses only accumulated sick leave as a temporary disability during pre- and/or post-natal care shall be guaranteed upon return, the teaching position held prior to such leave.
5. A female teacher who does not wish to use accumulated sick leave during pre- and/or post-natal care shall be granted a leave of absence without pay provided that a reasonable notice in writing to the Personnel Office is made in advance.
6. A teacher 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 teachers. Teachers 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 Personnel Office 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.
7. Adoptive parents may use up to six (6) weeks of accumulated sick leave for the purpose of adoption and/or infant bonding. An infant shall be defined as any child of pre-school age.
8. If using combined sick leave and leave without pay teachers 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 of 1993.

#### **H. Association Leave**

1. 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 Personnel Office prior to the absence. Substitute's pay will be paid by the Association.
2. Local Association delegates elected to the annual State Teachers Association Representative Assembly may use professional leave to attend. GCEA will pay for the substitutes.
3. 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.

#### **I. Extended Illness Leave**

A teacher 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; however, 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 teacher 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 Personnel Office by June 1.



**J. Civil Leave**

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

**K. 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.

**V. TEACHER RIGHTS**

**A. Just Cause**

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

**B. 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.

**C. 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.

**D. 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.

**E. Reduction in Force**

1. In any reduction in force as a result of budgetary actions or curriculum and/or administrative reorganization, teachers shall be laid-off solely on inverse order of seniority by date of employment based on certification.
2. Seniority is defined as length of service in the bargaining unit and is determined from the most recent date of hire, which is the date the employee 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, a random selection process shall occur with all affected employees present to establish their placement on the seniority list. Their place on the seniority list shall remain the same throughout their employment with the Garrett County Board of Education.
3. Subject to certificate endorsement, normal attrition (teachers who resign or retire will not be replaced) will be used if possible.
4. In any reduction in force, conditional certificated teachers will be separated first, then non-tenured professionally certificated teachers.
5. 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 personnel office informed of current address and status of employment.

6. Teachers on layoff will be recalled in reverse order of layoff when appropriate vacancies become available.
7. The recall privilege shall exist for a two (2) year period.
8. Teachers on recall shall have priority in serving as long term substitutes if certified in that field.

#### **F. Termination of Services**

1. In the event a teacher's services are terminated, the Board will advise the teacher in writing prior to May 1.
2. When a teacher's certificate is changed from first to second class status, the teacher will be notified in writing by May 1.

#### **G. Personnel Files**

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

1. 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.

2. 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.
3. 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.
4. A teacher's file shall be open to inspection by only those persons whose official responsibilities require such inspection.
5. The Personnel Office 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.
6. Letters of personal references received prior to initial employment are confidential and not subject to review.
7. 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.
8. 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.

#### **H. Parent-Teacher Conferences**

Teachers 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. Teachers 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.

### **VI. PROFESSIONAL DEVELOPMENT**

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

Teachers 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 **bargaining unit member** must meet the following conditions:

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.**
2. Credits must be earned at an accredited institution.
3. **A grade of “B” or better must be earned in the course or a passing grade in a pass/fail course.**
4. **Credits earned must contribute toward the securing and/or renewal of the Standard**

Professional Certificate, toward the securing or renewal of an Advanced Professional Certificate or toward the securing of an advanced degree in education or graduate courses in education or field of teaching.

5. Any courses not covered in Item 4 must have prior approval, in writing, from the Office of Human Resources and Employee Relations.
6. Claims for reimbursement must be submitted by September 15, January 15, and June 15 of each school year. Reimbursement shall be made during the following month.
7. Any financial assistance or allowance received for tuition from any source shall be deducted from the amount the teacher would have been reimbursed according to the guidelines above.
8. Should a bargaining unit member currently receiving tuition reimbursement for a Doctoral Degree voluntarily 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.

### **C. Professional Meetings**

1. 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.
2. 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.
3. Notification of State Department workshops, conferences or meetings shall be posted in

each school.

4. The Board recognizes the responsibility of providing inservice workshops for all new and required programs introduced into the curriculum.

**D. 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 representatives appointed by the GCEA and five administrative representatives will collaborate in the development of the professional development program as described in III D 4. Teachers shall be released at 3:15 to serve on the committee.

**VII. ASSOCIATION RIGHTS**

**A. No Reprisal**

There will be no reprisal of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

**B. 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.

**C. Association Communications**

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

**D. Association Meetings**

1. The Association shall have the right to use school facilities for meetings without cost after the regular students' school day.
2. The Association shall be provided the opportunity to address new teachers at their annual orientation meeting.

**E. 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 teachers, provided that the exercise of this right will not interfere with the educational program and the principal of each school is given prior notice.

**F. 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 teachers by the Association.

**G. Information to the Association**

1. 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.
2. The Board shall provide a copy of the current Policies and Procedures Manual and all new revised policies and procedures as approved within a reasonable period of time thereafter.

**H. Board Meetings**

The Association will be mailed a copy of the Board meeting agenda prior to meetings. A copy of Board minutes will be mailed to the Association promptly following such meetings.

**I. Teacher Lists**

1. The Board will provide to the Association a directory of teachers which shall include their names, addresses, and school assignments as soon as it is available for distribution.
2. Names and addresses of all new teachers shall be provided the Association within 10 calendar days following initial hiring.



## **J. Association Dues**

1. The Association will submit, to the Finance Office by July 1, the dues rate which will be in effect for the fiscal year commencing on that date.
2. The Board will deduct from the pay of each teacher covered by this Association all Association dues, provided that at the time of such deduction there is in the possession of the Board and the Association a written assignment validly in effect. A teacher's written agreement shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation during the period from August 20 to September 5.
3. The deduction shall be made in twenty-six (26) equal installments beginning with the salary check issued no later than September 30.
4. The Association shall provide to the Board of Education (Finance Office) all notices of cancellation on or about September 16 on forms provided by the Association.
5. New enrollment dues deduction forms will be submitted by the Association to the Finance Office. Enrollment forms received after the initial enrollment period, September 1-15, will be processed the payroll reporting period following such receipt and will be deducted at the rate of 1/26 of annual dues for the remainder of the pay periods.
6. The Board agrees to transmit to the Association all dues and members' names pursuant to this section.

## **K. Voluntary Political Contributions**

1. The Board shall make bi-weekly payroll deduction voluntarily authorized by individual teachers to the Fund for Children and Public Education.
2. Teachers 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.

**L. Exclusivity**

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

**VIII. TEACHER ASSIGNMENT**

**A. Assignment**

1. 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 Personnel Office.
2. 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.
3. 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.

**B. 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.

**C. Teachers Assigned to More Than One School**

1. All teachers assigned to more than one school will be assigned home schools for reporting purposes.
2. Teachers assigned to more than one school shall be assigned to schools within a reasonable distance.
3. 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.

## **IX. TRANSFERS AND VACANCIES**

### **A. Involuntary Transfers**

1. 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.
2. 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.

### **B. Voluntary Transfer**

1. 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.
2. 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.
3. 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.
4. 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.

5. Any teacher who agrees to a voluntary transfer, at the request of the Superintendent, into a school with a school improvement plan developed pursuant to the “No Child Left Behind Act of 2001” shall be provided with three (3) to (5) days, with a minimum of two 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.

### **C. Announcement of Vacancies**

1. The Superintendent shall forward to each school for posting on a designated secure site announcements of vacancies in administrative-supervisory staff, special projects or programs which are state or federally funded, and new positions, indicating minimum requirements needed, as well as duties and responsibilities, qualifications, and salary, at least ten (10) days in advance of filling vacancies. The Superintendent, or designee, shall advertise all non-classroom Unit I positions.
2. Teachers who wish to apply must do so in writing within the advertised time period.
3. Vacancies that are posted shall be posted on the Board of Education’s website [www.ga.k12.md.us](http://www.ga.k12.md.us).
4. Copies of vacancy and new position announcements shall be provided the Association.
5. Announcements of vacancies and new positions shall be made through appropriate Board communications.

### **D. 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

## **X. MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

### **A. School Policy**

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

#### **1. 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.

#### **2. Serious Incidents**

If a teacher is directly subjected to serious verbal abuse, profanity or outright disrespect by a student:

- a. The student shall be removed from the teacher's class pending an investigation.
- b. The teacher and the principal shall work cooperatively to determine the action necessary for correction of the student's behavior.
- c. 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.

- d. At the teacher's request, the facts of the case and the proposed corrective action shall be reviewed by the Superintendent or designee.

3. **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.

**B. Referral Guidelines**

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

**C. Personnel Support**

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

**D. Policy Distribution**

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

**XI. 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 of assault or personal injury occurring in the course of his/her employment, may apply for Worker's Compensation. In accordance to 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. 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.
- D. Teachers shall not be required to transport students under any circumstances.
- E. 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.
- F. Classroom visitation guidelines developed by the local Board will apply to the visiting public.

## **XII. TEACHER FACILITIES**

### **A. Minimum School Facilities**

The Board shall provide:

1. A serviceable desk and chair for each teacher.
2. The use of the office telephones for professional and emergency personal reasons and provide confidentiality where possible.
3. Separate partitioned dining area for exclusive use of teachers, to the extent possible, without cost for construction or renovation of existing

facilities.

4. Space in which teachers may store instructional materials and supplies.
5. 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.
6. A parking area reserved for the exclusive use of teachers at each school.
7. Maintenance for all curricular and extra-curricular activities.

**B. Facilities Where Feasible**

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

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

**C. 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.

**XIII. FRINGE BENEFITS**

- A. The Board of Education will offer a medical insurance, dental insurance, and vision insurance program through the Garrett County Employees Health Care Plan agreement between the Garrett County Board of Education, the Board of Garrett County Commissioners, and Garrett College.
- B. The Board shall pay the full premium cost of an individual MPOS (Maryland Point of Service) group hospitalization and medical insurance plan, an individual dental plan, and an individual vision plan for each teacher. Employees may enroll



eligible dependents in the MPOS program, enroll themselves in the PPN (Preferred Provider Network) program or enroll themselves and dependents in the PPN program by paying a share of the premium according to the terms and conditions of the Garrett County Employees Health Care Plan. The unit member's share of any premium shall be paid by payroll deduction.

- C. Effective for those retiring July 1, 2006, and thereafter, the Board will pay toward the cost, as defined in the Terms and Conditions of the Garrett County Health Care Plan, of MPOS (Individual Coverage) for those retirees under the age of 65 and a Medicare Supplement program for those retirees age 65 years or older. The payment will be based upon total years of full-time equivalent service with the Garrett County Board of Education, Board of Garrett County Commissioners, Garrett College, or a combination thereof. Part-time service will be prorated. The retiree may purchase dependent coverage, dental coverage, or a PPN plan with the additional cost the responsibility of the retiree.

Individuals must be eligible for retirement under the Maryland State Pension system or the Maryland State Retirement System. Individuals must go directly into retirement after employment with the Garrett County Board of Education, have and maintain Board of Education sponsored group health insurance coverage. There cannot be any time break between the last day of employment with the Garrett County Board of Education and the commencement of receiving retirement benefits from the State of Maryland Retirement or Pension system.

- D. 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
- E. 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.
- F. The Superintendent and GCEA shall form an advisory work group to discuss healthcare and wellness efficiencies pertaining to bargaining unit members. This group shall be comprised of five (5) bargaining unit members appointed by the GCEA President and five (5) members appointed by the Superintendent. This group shall make non-binding recommendations to the Superintendent for potential action not later than January 2016.

It is understood that the five (5) bargaining unit members appointed by the GCEA may include both Unit I and Unit III Association members.

#### **XIV. EXTRA DUTY COMPENSATION**

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

**ANNUAL COMPENSATION 2012-2013 SCHOOL YEAR**

<b>Number</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
2	Athletic Directors	2225	2331	2451
2	Athletic Trainers	4856	4963	5080
2	Head Football Coaches	4856	4963	5080
6	Ass't Football Coaches	3349	3424	3502
4	Head Basketball C.	2225	2331	2451
8	Ass't Basketball C.	1598	1669	1747
2	Wrestling Head C.	1973	2067	2166
2	Ass't Wrestling C.	1260	1354	1452
2	Baseball Coaches	1937	1926	2012
2	Asst Baseball Coaches	1260	1354	1452
2	Band Directors	4856	4963	5080
2	Asst Band Directors	3400	3473	3554
2	Varsity Cheerleader A.	1499	1566	1645
2	Asst Cheerleader Adv.	1049	1094	1152
2	Volleyball Coaches	1916	2003	2098
2	Asst Volleyball Chs	1260	1354	1452
2	Mock Trial Directors	970	1015	1064
2	Drama Coaches	1722	1800	1887
2	Golf Coaches	970	1015	1064
2	Softball Coaches	1645	1722	1800
2	Ass't Softball Coaches	1260	1354	1452
4	Head Track Coaches	1837	1926	2012
4	Ass't Track Coaches	1260	1354	1452
4	Tennis Coaches	970	1015	1064
4	Cross Country Chs.	970	1015	1064
4	Soccer Head Coaches	1916	2003	2098
4	Ass't Soccer Coaches	1260	1354	1452
2	VICA Advisors	970	1015	1064
1	Co-Wide Stud Council A.	970	1015	1064
2	Junior Class Adv.	970	1015	1064
2	Senior Class Adv.	970	1015	1064
2	Bowling Coaches	970	1015	1064
2	Indoor Track Coaches	970	1015	1064

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	600	625	640
1	Aquatics Ass't Coach	400	420	429
1	Bocce Head Coach	600	625	640

1	Bocce Ass't Coach	400	420	429
1	Track & Field Coach	600	625	640
1	Track & Field Coach	400	420	429

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 teacher involved shall be responsible for submitting the proper form.
- C. Extra duty assignment forms shall be provided the teacher 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 teachers 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 hour notice will be given for emergency meetings.

**XV. 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 teachers shall be required to enroll for direct deposit and shall be paid by means of direct deposit effective July 1, 2013.

- C. Teachers employed on an 11 or 12 month basis shall receive 1/10th of their total salary as computed by using the salary schedule for each additional month employed.
- D. The Board shall provide means for teachers 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 one hundred and twenty-five dollars (\$125.00) per day.

**GARRETT COUNTY BOARD OF EDUCATION  
2015 - 2016 TEACHER SALARY SCALE**

	STANDARD PROFESSIONAL	ADVANCED PROFESSIONAL
Step#	TOTAL SALARY	TOTAL SALARY
1	\$42,463	
2	\$43,084	
3	\$43,702	
4	\$44,321	\$45,770
5	\$44,940	\$46,963
6	\$45,557	\$48,155
7	\$46,176	\$49,348
8	\$46,795	\$50,537
9	\$47,414	\$51,729
10	\$48,741	\$52,991
11		\$54,050
12		\$55,110
13		\$56,168
14		\$57,225
15		\$58,308
16-19		\$61,281
20-24*		\$63,929
25+**		\$66,579

# Beginning Step is determined by Human Resources Office in accordance with Board of Education policy.

\* Must have 10 years service in Garrett County

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

-Holders of Master's Degree receive \$2,000 above scale.

-A teacher who holds 30 or 60 semester hours of graduate credit beyond the Master's degree shall receive \$1,000 for each 30 hours. 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 the Personnel Office 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 person responsible for certification at the Board of Education office.

-Additional \$2,000 for Doctorate Degree

-Additional \$2,000 for National Board Certified Teacher (paid as a stipend)

-Conditional Certificate holder will be paid on the Standard Professional Salary Scale.

<b>Level</b>	<b>Reimbursement</b>
Master's	\$2,000
Master's + 30	\$1,000
Master's + 60	\$1,000
Doctorate	\$2,000
National Board Certification	\$2,000

- G. Conditional Certificate holders will be paid on the Standard Professional Salary Schedule.
- H. 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 Personnel Office.

## **XVI. REPRESENTATION FEE**

- A. As of July 1, 2009, pursuant to Section 6-407 of the Education Article of 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.

- B. A unit member employed for the 2008-2009 school year who is not a member of the Garrett County Education Association is exempt from the fee provided under this article.
- C. Any unit member employed for the 2009-2010 school year or thereafter who does not join the Garrett County Education Association is liable for the fair share fee provided under this article.
- D. 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.

## **XVII. GENERAL PROVISIONS**

- A. This Agreement shall supersede any rules, regulations, procedures, policies or practices of the Board which shall be contrary to or inconsistent with terms contained within this Agreement. The provisions of this agreement shall be incorporated into and be a part of the established policies of the Board.
- B. **Severability**  
If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction or held to be contrary to State Board By-Law, such provision or application



will not be deemed valid and subsisting, except to the extent permitted by law or By-Law, but all other provisions or applications will continue in full force and effect. The parties will meet at a mutually agreed time after any such holding for the purpose of renegotiating the provisions affected.

**C. School Board Authority**

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.

**D. Negotiations and Ratifications**

1. 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, 2015, remain in effect through June 30, 2018, until superseded by a successor agreement, except as indicated in the following fiscal years:

For FY16, FY17, and FY18, negotiations may be reopened each year upon written request by a party in accordance with Article XVIII (E) 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.

2. The terms and conditions resulting from the subsequent negotiations will be submitted to the Association and the Board for final ratification.
3. 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.

**E. Successor Agreement**

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

**F. Impasse Procedures**

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

**G. Distribution**

An electronic copy of this Agreement will be provided to each teacher 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.

**XVIII. DURATION**

The provisions of this Agreement shall become effective July 1, 2015, and remain in full force and effect until June 30, 2018, or until superseded by a new agreement or until amendments are made through those items negotiated as per Article XVIII-

D-1.

The undersigned acknowledge that tentative agreement was reached during FY 2016 negotiations between the authorized representatives of the Garrett County Education Association (Teachers) 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, 2015, and remain in full force and effect through June 30, 2018, 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 Teachers Association (Teachers)*, effectuated May 14, 2012; FY 2014 contract modifications effectuated June 11, 2013; and FY 2015 contract modifications effectuated May 13, 2014. It is understood and accepted by the Parties that the totality of these modifications shall become the *2015-2018 Comprehensive Agreement between the Garrett County Board of Education and the Garrett County Teachers Association (Teachers)*.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers on this 12<sup>th</sup> day of May 2015.

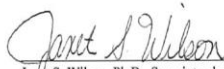
FOR GARRETT COUNTY  
EDUCATION ASSOCIATION (TEACHERS)

  
\_\_\_\_\_  
Michael Pula, President

  
\_\_\_\_\_  
Maria Zumpano-Lipscomb, Secretary

FOR GARRETT COUNTY BOARD OF EDUCATION

  
\_\_\_\_\_  
Matthew A. Paugh, President

  
\_\_\_\_\_  
Janet S. Wilson, Ph.D., Superintendent

## 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 ~~teacher~~ 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 teacher 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.