

**AGREEMENT**  
**between the**  
**BOARD OF EDUCATION OF ALLEGANY COUNTY**  
**and the**  
**ALLEGANY COUNTY EDUCATION ASSOCIATION**  
**UNIT I**  
**2020 – 2024**

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## **DEFINITIONS**

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

### **BOARD**

The Board of Education of Allegany County

### **ASSOCIATION**

Allegany County Education Association (ACEA)

### **TEACHER**

Any member of the negotiating unit

### **SUPERINTENDENT**

The Superintendent of the Allegany County Public Schools

### **NEGOTIATION LAW**

Title 6, Subtitle 4 of the *Annotated Code of Maryland*

## **ARTICLE I**

### **RECOGNITION**

#### **A. BARGAINING UNIT**

1. In accordance with the Title 6, Subtitle 4, of the *Annotated Code of Maryland*, the Board recognizes the Association as the exclusive representative of all certificated professional employees in Unit One which shall be comprised of all certificated employees who spend 50% or more of their time working directly with pupils as teachers, counselors, librarians/media specialists, resource teachers, etc.

2. The ACEA and the Board of Education agree that no fringe benefits shall be provided for any person hired or contracted to work in any grant position, whereby the grant prohibits funding for employee benefits. It is further agreed that the Board of Education may employ up to a maximum of five half-time/part-time teachers at any one time, and those employees shall receive 50% of the existing employee benefit package and be obligated to pay 60% of the regular dues to ACEA.

## **ARTICLE II**

### **NEGOTIATION PROCEDURES**

#### **A. OPENING NEGOTIATIONS**

On or before December 1, 2019, the Board and the Association will begin collective negotiations in a good faith effort to reach a successor Agreement.

#### **B. PROCEDURES**

The times and places of the meetings of the negotiating teams shall be determined by the chairman

of the two (2) teams.

#### C. AGREEMENT

1. Every effort shall be made to conclude negotiations by January 31, 2020. Any tentative agreement reached on the items under negotiations shall be reduced to writing as a memorandum of understanding, signed by all members of the negotiating teams and submitted to the Board and the Association. The total document shall be ratified or rejected by each party within fifteen (15) school days after the document is signed.

2. Should either party reject the document, negotiations shall resume April 15.

#### D. IMPASSE

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

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. DEFINITIONS

A grievance is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement, or the rights claimed to exist thereunder regarding salaries, wages, hours, and other working conditions. A "grievant" shall mean a teacher or group of teachers or the Association filing the grievance.

##### B. TIME LIMITS

The term "days" when used in this Article shall mean "duty days." "Duty days" are understood to be teacher duty days: those days within the school year when the majority of teachers are required to be on duty, and not exceeding 190 days per year. For the purpose of determining the time limits of grievances, the duty day following postmark dates will be used at Level II and above of the grievance procedure.

##### C. GENERAL PROVISIONS

1. Both parties agree that the grievance proceeding shall be kept as informal and confidential as may be appropriate. Grievances will be processed as rapidly as possible. The number of days indicated at each level is the maximum time allotted unless extended by mutual agreement of the parties.

2. If a grievance is filed on or after June 1, the parties agree to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school year. If the grievance is not settled by June 30, it will be resolved thereafter under the terms of this Agreement and not under those of any succeeding Agreement.

3. At all levels of the grievance procedure, a representative of the Association may attend any meetings, hearings, appeals, or other proceedings upon request of the grievant. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate members of the administrative or supervisory staff and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

4. Until final disposition of a grievance takes place, the grievant is required to conform to his original direction or instruction.

5. Failure at any level of this procedure to communicate the decision on the grievance in writing within the specified time limit shall permit the grievant to proceed to the next level.

6. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

7. All documents, communications, and records relating to a grievance shall be filed separately from the personnel files of the participants.

#### D. PROCEDURE AND STEPS

Within twenty (20) days following occurrence or first knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance under Level One of this procedure or such grievance shall be deemed to be waived.

##### 1. **Level One**

A teacher with a grievance shall first discuss it with her/his principal and/or appropriate supervisor, to resolve the matter informally. If the teacher is not satisfied with the informal disposition, she/he may file a written grievance with her/his principal within five (5) days thereafter. The principal and/or supervisor shall give her/his written decision to the grievant within five (5) days thereafter.

##### 2. **Level Two**

Within five (5) days after receipt of the principal's and/or supervisor's decision, the grievant may submit a written appeal to the appropriate assistant superintendent and/or her/his designee. The appeal shall include a copy of the decision rendered by the principal and/or supervisor. Written notice of the time and place of a hearing before the assistant superintendent and/or her/his designee shall be given to the grievant at least three (3) days before the hearing which shall be held within seven (7) days after the assistant superintendent and/or her/his designee receives the appeal. Within five (5) days after the hearing, the assistant superintendent and/or her/his designee shall render her/his written decision to the grievant.

#### E. ARBITRATION PROCEDURE

Any grievance concerning the alleged violation, misinterpretation or misapplication of any provision of this Agreement that has been properly processed through Levels One and Two of the grievance procedure as set forth above and has not been settled or waived, may be appealed to arbitration by the Association by serving written notice to the Board within twenty (20) days after the assistant superintendent's answer at Level Two of the said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled.

#### F. OTHER PROVISIONS

##### 1. **Selection of Arbitrator**

If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) days after the Association's notice of appeal to arbitration, either party (upon written notice to the other party) may request the American Arbitration Association to furnish a list of not less than five (5) arbitrators, one of whom shall be designated by the parties as the arbitrator of the grievance. Selection shall be made by the parties alternately striking any name from the list until only one name remains. The final name

remaining who is available to serve shall be the arbitrator of the grievance.

## **2. Jurisdiction of Arbitration**

The jurisdiction and authority of the arbitrator of the grievance and her/his opinion and award shall be confined to the provision or provisions of this Agreement at issue between the Association and the Board. She/he shall have no authority to add to, alter, amend or modify any provisions of this Agreement.

The arbitrator's authority shall include the authority initially to determine any issue raised regarding her/his jurisdiction, subject only to judicial stay or intervention. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Board and the Association. The award in writing of the arbitrator, except if set aside by a court of competent jurisdiction, shall be final and binding on the aggrieved employee or employees, the Association and the Board.

## **3. Arbitration Expenses**

The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him.

## **4. Released Time**

Teachers shall be granted released time when it is necessary to participate in a grievance or arbitration proceeding at the request of the ACTA President.

**GRIEVANCE REVIEW FORM**

DISTRIBUTION OF FORM

- 1. Administrator and/or Supervisor
- 2. Association
- 3. Teacher

Grievance Report # \_\_\_\_\_ Allegany County School System  
(Submit in triplicate as indicated above)

Grievant \_\_\_\_\_ School \_\_\_\_\_  
Assignment \_\_\_\_\_ Date Filed \_\_\_\_\_

(If additional space is needed in reporting at any level, please attach additional sheet.)

**LEVEL I**

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

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

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

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

C. Disposition by Administrator/Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

D. Position of Teacher and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**LEVEL II**

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

B. Disposition by Assistant Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

C. Position of Teacher and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ARBITRATION**

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

Decision of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## ARTICLE IV

### WORKING CONDITIONS

#### A. HOURS

1. The regular duty day for teachers shall be 7 1/2 hours, including the lunch period, scheduled preparation periods, and the pre-school day and post-school day time. On a day immediately prior to a weekend or holiday period, and on the last employment day of the school year, teachers may leave after completing all obligations and checking out with the building administrator.

2. Teachers whose required arrival time is earlier than the regular duty day shall have a correspondingly earlier departure.

3. Teachers' attendance at faculty meetings, departmental meetings, in-service meetings, and other professional meetings shall be during the regular workday. Occasionally these meetings may extend the regular workday.

The ACTA and the Board of Education recognizes that attendance at school activities, such as PTA/open house/parent orientation activities/etc. promotes positive interaction and cooperation between parents and the teacher, and is in the best interest of both school and school employees. Thus ACTA and the Board of Education request that each faculty and principal meet during the first three weeks of school and agree upon the activities that would be most advantageous for members of the faculty to attend. Both faculty members and principals are encouraged to make all reasonable efforts to attend these events.

4. Conference with parents shall be at a time acceptable to the parties involved.

5. Teachers shall initial the Bi-Weekly Payroll Time Sheet on arrival at school, indicating presence for duty. The appropriate code is placed below the date for absences. When clarification for an absence code is necessary, the information is placed in the box entitled "Notes." The teacher signs and dates the Time Sheet at the end of the bi-weekly period and submits it to the appropriate administrator for approval.

6. Teachers are encouraged to attend school community related functions scheduled after the regular workday.

#### B. LUNCH PERIOD

1. Teachers shall have at least a thirty-minute lunch period each full working day. This period shall be duty free.

2. Teachers may leave the building during their lunch period with permission of the principal and signing in and out at the front office.

#### C. TEACHER ABSENCE

1. When unable to be present for duty, a teacher shall notify her/his appropriate administrator or supervisor by direct contact with the administration prior to logging the absence request into AESOP.

2. A teacher shall not be required to obtain substitute teachers.

3. A teacher shall not be required to substitute for another teacher during her/his preparation time except in an emergency.

#### D. EXTENDED EMPLOYMENT

1. Teachers regularly employed by the Board shall be given priority consideration in the staffing of any program established in addition to the regular school program, for which they are qualified to perform the duties of the position. Any teacher who is serving as head athletic coach when moved to Unit II may continue to serve in the coaching capacity for the remainder of the current school year, and up to two additional years, if a suitable replacement cannot be found from within the regularly employed county teaching staff.

2. Participation in such program shall be on a voluntary basis.

#### E. FACILITIES

1. Provision shall be made at each school for:

a. facilities in each classroom or work area in which teachers may store instructional materials and supplies.

b. serviceable chair, desk, and filing cabinet for the teacher's use in each classroom or work area.

c. an adequate portion of the parking lot at each school reserved for teacher parking - the appropriate administrator and faculty of each school affected to implement this provision.

d. a separate partitioned dining area for the exclusive use of school staff in each school where a majority of teachers so request.

e. adequate space in each classroom or work area for the assigned children.

f. well-lighted and clean teacher rest rooms where separate facilities are now available.

g. an appropriately furnished and maintained faculty lounge for the exclusive use of teachers during the working day where such facilities now exist.

h. maintenance and custodial care of all facilities.

2. Provision shall be made at each school as funds become available for:

a. a teacher's work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

b. an appropriately furnished and maintained room for the exclusive use of teachers as a faculty lounge.

c. adequate lighting facilities and sufficient electrical receptacles for audiovisual equipment in each classroom

d. adequate classroom and storage space for resource teachers in each school.

e. off-street parking facilities at schools which do not have parking areas on school grounds.

#### F. CLASSROOM DISCIPLINE

Recognizing that student discipline is the joint responsibility of the classroom teacher, the principal and the appropriate administrator, the parties agree as follows:

1. Each school shall have written guidelines on student discipline that are developed with faculty participation in accordance with COMAR, the Maryland Guidelines for a State Code of Discipline, and the ACPS local Code of Conduct. Said policy will be made available to all members of the school faculty.

2. Adequate referral procedures, conferences, and guidelines shall be included in such policy to provide appropriate actions to assist in the resolution of disciplinary problems.

3. The central office staff shall continue to support and assist in the implementation of the established discipline policy. Any student discipline decision made at the central office level will be communicated in a timely manner to any unit member that has supervisory responsibility for the student in question provided such communication is not a violation of the law, privacy requirements or ACPS policy.

4. Teachers shall be notified of the action taken in response to the referral. Such notification shall occur prior to a student's readmission to the classroom except when unusual circumstances do not permit such prior notification. Wherever possible, administration will communicate with any unit member that has supervisory responsibility what the disposition of the referred student is.

5. Teachers shall use the established referral procedures.

6. Each school's discipline policy shall be reviewed each year, upon request.

7. A district workgroup that is comprised of school-based administrators, central office staff, and a representative from the Association will develop a Local Code of Conduct that meets the requirements of COMAR and the Maryland Guidelines for Code of Discipline.

#### G. TEACHER PROTECTION AND PERSONAL INJURY

1. Teachers shall report in writing immediately, any cases of property destroyed, damaged, or lost, or cases of assault in connection with their employment. The Board shall act in appropriate ways as a liaison between the teacher and the appropriate agency for redress.

2. A teacher absent from work as a result of personal injury occurring in the course of her/his employment should apply for Workers Compensation. During the period in which temporary total disability benefits are payable, such absence shall not be charged to her/his sick leave and the Board shall pay the teacher an amount equal to the difference between such benefits and up to seventy percent (70%) of the gross salary she/he would have earned during the period of such disability, but not to exceed the equivalent of the teacher's total gross salary when combined with Workers Compensation. Employees are required to report any injury to the Human Resources Office sustained during work hours in writing using the appropriate form within twenty-four hours of sustaining the injury. In addition, employees should follow up and report in writing to HR if any additional medical attention or treatment is required or administered.

3. No such absence due to assault occurring during the course of employment shall be chargeable to sick leave and the teacher shall suffer no loss of salary during such absences.

4. In cases of assault, in accordance with section 6-111 of the Education Article to the Annotated Code of Maryland, if the claim is compensable, the employee will be compensated and full salary for the period of such absence without the loss of personal sick leave.

5. Whenever possible, Unit members responsible for implementing discipline plans, behaviors plans or IEPs will be afforded the opportunity to provide input on those plans prior to them being developed.

The responsibility to take and communicate input may go through a SEF, team leader, etc. who

may be a member of the unit, as classroom teachers may not have the opportunity to attend these meetings in person.

#### H. PREPARATION TIME

1. Middle and senior high school teachers shall be provided a minimum of five (5) preparation periods per week except when unusual circumstances do not permit such scheduling.

2. a. Every elementary teacher shall be provided a minimum of two hundred and thirty (230) minutes of preparation/planning time per week.

b. In all elementary schools, this minimum time shall be scheduled for each teacher in blocks of not less than thirty (30) minutes where possible per day and shall be free from student responsibility within the teacher's duty day.

Regular scheduled planning, team planning and teacher planning meetings may be interrupted only in unusual circumstances; however, if this occurs on a regular basis the school schedule may be reviewed.

c. When an elementary class is scheduled with a resource teacher, the classroom teacher shall consider this time as preparation/planning time. However, preparation/planning time for elementary classroom teachers shall not be diminished by any absence of the scheduled resource teacher regularly assigned to that classroom responsibility.

d. Classes taught by resource teachers shall be so scheduled that preparation time shall be available to them within their workday, and a five (5) minute interval between classes shall be provided.

3. Individual School Improvement Teams may request the superintendent to approve up to three half days of school per year with the afternoons to be used for staff development, as well as interactive teacher planning.

4. Provided that half days free from student supervision are adopted by the ACBOE near the end of the marking period, those days may be for the purpose of individual unit member preparation time.

5. Provided that appropriate special education grant funding is available to cover the cost, special educators may be provided one workday per quarter for the purpose of individual preparation and work time.

#### I. EXTRACURRICULAR ACTIVITIES

1. Participation in extracurricular activities shall be on a voluntary basis. If volunteers are not available and assignment is necessary, a teacher's qualifications and interests shall be considered.

2. Activities and non-teaching duties shall be assigned equitably among all faculty members.

3. A teacher who receives compensation for extracurricular activities shall consider time devoted to the activity as an addition to the regular workday and shall carry her/his share of all duties assumed by the other faculty members.

#### J. HEALTH AND SAFETY

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

## K. HEALTH CERTIFICATES

The legal requirement of evidence that a teacher is free from communicable tuberculosis may be met by a doctor's certificate, x-ray report, or other evidence approved by the health officer.

## L. DUTY YEAR

1. The duty year for teachers shall not exceed 190 days including days for professional activities.

2. On delayed opening and/or early dismissal days because of inclement weather, the duty day for the teachers will correspond with the announced delay or dismissal. Provided that teachers may be required to remain for the full duty day when students are dismissed for heat, if a suitable work area is available. If in the case of a regional delay, any teacher who has been scheduled to participate in a professional activity other than her/his regular teaching assignment, will report to the assigned activity at the scheduled time.

3. Teachers shall not be required to report for duty on days when all schools are closed because of inclement weather, and those teachers on leave shall not suffer loss in pay or benefits as set forth in this Agreement.

## M. WORKLOAD AND PREPARATION TIME COMMITTEE

The Board and the Association will establish a Workload and Preparation Time Committee. This committee will examine issues related to workload and preparation time and make recommendations to the superintendent. The committee will be comprised of an equal number of members appointed by the Association and the superintendent. The recommendations of the committee will be made available to the superintendent and the Association no later than February. The recommendations are not to be considered binding on any party. The work of the committee may be extended beyond February upon the mutual agreement of the Association and the superintendent.

# ARTICLE V

## ASSIGNMENT AND TRANSFER

### A. TEACHER ASSIGNMENT

1. All new teachers will be placed on the proper step of the salary schedule according to their certification, experience, and education, as determined by the human resources administrator. A year's experience shall be granted for a minimum of one-half the total annual duty days worked under a regular contract in the same position. No substitute experience shall be counted.

Following the most recent hire date, a year's experience credit shall be granted if the teacher completes the minimum of one-half the total regular full-time (7 ½ hour day) annual duty days of a regular full-time assignment in the Allegany County school system. Less than full-time members of the bargaining unit must complete two (2) years of service to receive one (1) year of incremental credit.

2. A teacher's assignment shall be based on the needs of the system as determined by the superintendent of schools.

3. A teacher shall be given notice of her/his salary, school assignment, and tentative class and/or

subject schedule for the forthcoming year not later than June 15. Such assignment notice shall indicate insurance enrollment plans and emergency personal leave days to the teacher's credit. This is subject to provisions in the teacher's contract allowing for notice of resignation on or before July 15.

4. A teacher shall be notified promptly if any change including an involuntary change in her/his assignment is proposed. The change shall be reviewed with the appropriate administrator upon request. The teacher may be accompanied by her/his representative.

## B. VOLUNTARY TRANSFERS

1. A teacher who desires a change in grade and/or subject assignment shall make a request to her/his principal. Teachers may apply for available transfer opportunities using the online transfer process.

2. Requests for transfer shall be reviewed when there is an opening.

3. A teacher assigned outside her/his area shall be given consideration for transfer to a subsequent vacancy in her/his area of certification.

4. In considering transfer requests, there shall be taken into account the availability of appropriate openings, the certification for the position requested and the professional competence of the applicant in terms of the needs of the school system and the particular school or schools involved. In considering transfer requests, there shall be taken into account the availability of appropriate openings, the certification for the position requested and the professional competence of the applicant in terms of the needs of the school system and the particular school or schools involved.

Displaced non-grant funded and regular education teachers will be interviewed first and may be offered an open position prior to new hires. Once a displaced teacher declines an interview or offer of a position, they are viewed as voluntary transfers for the remainder of the process.

5. If a teacher's request for a voluntary transfer has been granted, the Board need not consider a subsequent request by said teacher for three (3) years from this date of transfer.

6. A teacher whose request for transfer has been denied shall have the prerogative of discussing it with the appropriate administrator.

## C. INVOLUNTARY TRANSFER AND REASSIGNMENT

1. A teacher involuntarily transferred or assigned to a position outside her/his area of certification shall receive the same compensation as if she/he were teaching in her/his area of certification. This does not apply to the reassignment of a teacher to the position she/he accepted voluntarily in the previous year.

2. Except in emergencies, a teacher involuntarily transferred shall be notified in advance of the intended transfer and afforded the opportunity to discuss such transfer. The affected teacher shall be notified of the reasons for such involuntary transfer.

## D. VACANCIES AND NEW POSITIONS

1. Announcements of all vacancies of the Allegany County Public School System in administration, supervision, special projects, and programs funded by the state and federal government, shall be posted promptly in each Allegany County Public School at least ten (10) school days before the application deadline. Each notice shall list the qualifications, duties, and rate of compensation.

2. During the summer months such announcements shall be posted in the central office and on the application website.

3. If a teacher is interested and meets the qualifications, she/he shall submit her/his application within the time limits specified. Applications shall be acknowledged.

4. Announcement of appointments shall be made through appropriate Board communications.

5. All vacant coaching positions or coaching positions filled by non-certified employees shall be posted by June 1.

#### E. TERMINATION OF CONTRACT

1. A teacher's contract may be terminated at the end of the first, second, or third school year or on the first, second, or third anniversary date of employment in regard to teachers hired after January 1 following the commencement of a school year by giving notice in writing, as of the following dates:

a. in the case of teachers employed before January 1 following the commencement of a school year, not later than May 1;

b. in the case of teachers employed on or after January 1 following the commencement of a school year, not later than June 15, or not later than sixty (60) days prior to the first, second or third anniversary date at the discretion of the Board of Education.

Paragraph (a) to the contrary notwithstanding, in the case in which the Board of Education must effect a reduction in force because a position must be abolished as a result of budgetary action by the County Commissioners on or after May 1, notice must be given to the teacher within 15 days following final action by the County Commissioners or June 30, whichever is earlier.

2. Non-renewal of a teacher's contract may be discussed with the appropriate administrator with the teacher having the opportunity to be accompanied by her/his representative.

3. A teacher with tenure may be suspended for cause or recommended for dismissal only in accordance with Title 6, Subtitle 202, of the *Annotated Code of Maryland* with appeal procedures provided therein.

4. If the number of teachers were reduced due to redistricting or a consolidation, those within a particular certification area would be affected in reverse order of seniority.

### ARTICLE VI

#### PERSONNEL FILES

##### A. REVIEW OF FILE

1. A teacher shall have the right upon written request and appointment, to review the contents of her/his personnel files and to receive a copy of any material contained therein.

2. A teacher shall be entitled to have her/his representative accompany her/him during such review.

3. Letters of reference shall not be considered a part of the personnel file that may be reviewed.

##### B. REPORTS

1. A teacher shall be given a copy of any written report prepared by the administration relative to

her/his teaching competence. Such report shall be discussed with the teacher prior to placement in her/his personnel file.

2. The teacher shall sign such a report. Signature of the teacher on such a report shall indicate only that the teacher has reviewed the report. The report shall have a notation to this effect.

3. The teacher shall have the right to submit a written response, and it shall be attached to the original document.

#### C. OTHER MATERIAL

1. Material originating after the hiring of a teacher that is derogatory to her/his conduct, service, or character shall not be placed in her/his file until the teacher is given the opportunity to review it.

2. A teacher shall sign such material, indicating she/he has reviewed it. The signature in no way implies endorsement of the contents therein.

3. A teacher shall have the right to submit a written response and have it attached to the original.

4. Although a letter of warning for illustrative purposes may allude to past incidents for which no reprimand was forthcoming, the specific incident which generated the letter of warning must have occurred no more than sixty (60) days before the date of the subject letter. Any consequent disciplinary action cannot be based on any undocumented events.

5. The inclusion of any adverse material in the teacher's personnel file shall be subject to challenge by the teacher. This shall not be construed to apply to the subjective evaluation of teacher performance. Adverse material may be removed after two (2) years upon request of the teacher, unless it relates to a substantiated allegation involving the abuse or sexual harassment of either a student or a fellow employee.

6. Any complaint made against a teacher by any parent, student or other person which is to be used in any manner in evaluating the teacher shall be promptly reported in writing to the teacher and the teacher shall be afforded the opportunity to answer or rebut such complaint.

#### D. CONFIDENTIAL MATERIALS

The Board agrees to protect the confidentiality of personal references, academic credentials, and similar documents; provided, however, that in a case where the qualifications of a person are the subject of a grievance the Association shall, upon request, be given a list of the qualifications contained in the personnel file.

### **ARTICLE VII**

#### **LEAVES**

##### A. SICK LEAVE

1. A teacher shall earn sick leave on the basis of one and one-half (1.5) days for each employment month, not exceeding fifteen (15) in any single fiscal year. The entitlement to said sick leave shall accrue on the basis of .682 days per pay period. Sick leave for the current school year shall be available for use from the first duty day in that year. Deductions from salary for absences in excess of the accumulated leave shall be determined by the teacher's daily rate of pay. Unused sick leave shall accumulate without limit.



2. The Board shall provide annual notice to each teacher of the amount of sick leave accumulated.

3. The Board shall pay a teacher, upon her/his retirement, \$30.00 for each day of unused sick leave accumulated, not in excess of 140 days, or \$30.00 for each year of service, whichever is greater. Only those days or years earned in service to the Allegany County Public School System, less those used therein shall be counted toward such payment.

4. The Board shall pay the designated beneficiary (so identified to the teachers retirement system or the teachers' pension system) of a teacher who dies while in active service, \$30.00 for each day of her/his sick leave so earned and unused, but not in excess of 140 days, or \$30.00 for each year of service, whichever is greater.

5. A teacher may use up to six (6) sick leave days for illness in the immediate family. A teacher may also use up to nine (9) days of their remaining annual paid leave if their request meets the qualifications of the Family Medical Leave Act of 1993 (FMLA). A teacher may use the remainder of leave available through FMLA as prescribed by the law.

6. The Board of Education reserves the right to have an individual off on medical leave more than fifteen (15) consecutive work days to be examined by a physician of the Board's choosing at Board expense. If the employee's physician and the Board's physician disagree, the two physicians will select a third physician, at the Board's expense, to render an opinion to determine the final decision. Failure to submit to a requested examination is grounds for disciplinary action and will result in employee being placed in a non-pay status.

7. A doctor's note shall be required after an absence of three (3) consecutive days or more. After a ten (10) workday absence, the teacher shall supply a note from a qualified medical professional confirming their absence with a projected return to work date, if possible, or a date of their next appointment.

### **Sick Leave Bank (SLB)**

1. Effective September 1, 2000, all teachers on active duty in Allegany County are eligible to participate in the Allegany County Sick Leave Bank, hereafter referred to as SLB, by donating the required number of days. However, no unit member shall be required to participate. Bargaining unit members may use these days for prolonged catastrophic, incapacitating personal illness, injury or quarantine of the teacher during regular scheduled duty days.

One purpose of the SLB is intended to help an employee with a prolonged serious illness or accident which requires the usage of available personal illness days and leaves the employee without the necessary personal illness days to carry her/him over to eligibility for Long Term Disability Insurance.

2. Eligibility for Benefits:

a. SLB benefits are available only when the teacher members have a severe medical hardship (catastrophic illness or serious accident).

b. Benefits can be received only after all accumulated sick leave and vacation days have been exhausted.

c. Any teacher receiving Worker's Compensation or disability benefits is not eligible for SLB benefits.

d. A teacher member who is on leave of absence, suspended, or terminated from the Allegany County Board of Education is not eligible for SLB benefits.

e. The form "Request For Sick Leave Bank Benefits" and physician's statements 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.

f. Approval by the SLB Review Committee is required prior to the receiving of benefits.

g. Normal pregnancies, childbirth, childcare, or child adoption shall not be considered as eligible reasons for SLB benefits.

h. A six member committee, consisting of three members appointed by the president of the Association and three appointed by the superintendent of schools, 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 four members of the committee. The committee shall provide the president of the Association and the superintendent of schools its rules and procedures by August 15 of each year if amended.

i. Once receiving a grant from the SLB, the recipient, beginning with the second full year of employment after receiving said grant, shall be required to pay back the granted days. The recipient shall pay back the days granted at the rate of four days per year until the grant is paid back or the employee resigns or retires.

### 3. Operation of Sick Leave Bank (SLB):

a. The following criteria shall be used by the SLB Review Committee in determining eligibility and benefits:

- Documented medical evidence of serious illness and injury
- Prior utilization of all sick leave and vacation days
- Propriety of previous sick leave
- Any other information the SLB Review Committee deems appropriate

b. When approved by the SLB Committee, a maximum of thirty (30) sick leave days will be deposited in the teacher's sick leave account. The use of these days will be reviewed by the SLB Review Committee.

c. The teacher receiving benefits may submit to the SLB 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.

d. Once a teacher is eligible for retirement benefits, including disability retirement from the Teachers Retirement Board, all SLB benefits will stop.

e. The maximum number of cumulative SLB days to any individual teacher shall be eighty (80) days.

f. The contribution forms for any unused days shall be returned to the Association.

g. The existence of the SLB and participation by a teacher in the SLB does not eliminate any other benefits provided through law, policy, or contract.

4. Contributions shall be made between July 1 and October 1. Members returning from extended leave of absence and new employees may contribute within thirty (30) calendar days upon reassignment or employment. The contribution on the appropriate form will be authorized by the member and deducted from their accumulated sick leave. Members of the sick leave bank will not be required to contribute additional days until all days in the sick leave bank have been used. Days will not be accepted from any teacher who has less than ten (10) accumulated days.

5. Representatives of the Board and the Association shall review the provisions set forth in B and C annually, or as needed.

## B. PERSONAL LEAVE

1. A teacher may use three (3) days per year of the fifteen (15) days sick leave for personal business, including the observance of religious holidays. Teachers shall not be required to give reasons. Providing these days are not used by a teacher, up to two (2) of the days will be accumulated as personal leave days, with the remaining, if any, accumulated as sick leave. The maximum number of personal leave days a teacher may use in one school year shall be five, providing they have accumulated two (2) personal leave days from the prior year *and prior year ending annual leave balance is at least three(3) days or greater since personal leave days are not advanced*. The use of more than three (3) consecutive personal leave days must have prior approval from the appropriate administrator.

2. On occasion, a teacher may be granted up to two (2) hours of administrative leave for personal business, without loss of pay or leave days, for good and sufficient reason. The teacher must arrange for suitable coverage of her/his responsibilities should it be necessary; and the request for administrative leave must be made at least the day prior to the start of the leave, save in emergencies. The teacher must sign out and in, if applicable, at the front office.

## C. TEMPORARY LEAVE

1. Special requests from teachers for released time without loss of pay to visit other schools and attend meetings or conferences of an educational or professional nature may be approved.

2. A teacher may request bereavement leave to attend the funeral of a relative or regular member of their household. Days granted shall be consecutive starting with the next duty day after the date of death of the family member. Maximum days available shall be; Four (4) days for a parent, spouse, sibling, or son/daughter, Three (3) days for a grandparent, grandchild, of parent-in-law; and one (1) day for any other relative or regular member of the employee's household.

In case of a delayed funeral service, one of the four (4) or three (3) allowed days may be postponed to correspond with the date of the service.

3. Other temporary leaves or extensions of leaves may be granted by the superintendent of schools. Teachers on jury duty shall be paid their regular compensation.

## D. EXTENDED LEAVE

1. One tenured teacher, upon the designation and request by the Association, shall be granted released time for up to two years on a full-time basis to service as Association president. This leave shall be at no cost to the Board.

2. A leave of absence, without pay, may be granted to any tenured teacher who joins the Peace Corps or other substantially equivalent program, or receives a Fulbright Scholarship.

3. A tenured teacher may be granted a leave of absence without pay for one (1) year of advanced study.

4. A leave of absence for one (1) year without pay may be granted to a teacher to care for a sick member of her/his immediate family.

5. A teacher may be granted a leave of absence without pay for one (1) year for health reasons.

Request for such leave shall be supported by appropriate medical statement.

6. A teacher returning from a leave of absence shall be assigned to a position that may be in her/his area of certification. Her/his previously accumulated sick leave shall be restored.

7. All requests for these and other extended leaves of absence, for extensions of such leave, and for reinstatement shall be submitted to the superintendent of schools in writing. A request for an extension of such leave into the following school year must be submitted by April 1.

8. Military, sabbatical, study and sick leaves shall not be considered as interruptions to continuous service.

#### E. SABBATICAL LEAVE

1. A teacher who holds a professional certificate may apply for sabbatical leave after seven (7) consecutive years of service in the Allegany County Public School System.

2. Sabbatical leave for one (1) year may be granted for furthering professional growth by means of full-time graduate study in an accredited college or university. Full-time graduate study means at least twelve (12) semester hours each for the two (2) semesters or the maximum number of credit hours allowed by the institution.

3. A selection committee consisting of three (3) teachers and three (3) representatives of the superintendent shall be appointed to receive and evaluate applications and supporting data, to interview applicants, and to make recommendations to the superintendent.

4. Not more than one per cent (1%) of the classroom teachers unit shall be granted sabbatical leave in any one year.

5. The teacher requesting sabbatical leave shall:

a. make written application to the superintendent before April 1

b. present with the application, an outline of the study to be undertaken.

c. agree to teach for at least two (2) years immediately following this sabbatical leave in the public schools of Allegany County, or agree to repay the Board an amount equal to the salary she/he received, plus interest at the current prime rate, if she/he does not fulfill the agreement.

6. A teacher on sabbatical leave shall receive fifty per cent (50%) of her/his regular salary.

7. A teacher returning from sabbatical leave should be placed in her/his regular position, if she/he so requests. While on leave, the Board shall maintain the same insurance benefits provided teachers on active duty. Upon return from leave, she/he shall be placed on the salary schedule at the level she/he would have achieved had she/he remained actively employed in the system.

#### F. POLITICAL LEAVE

The Board shall grant a leave of absence without pay to a teacher desiring to campaign for or serve in public office.

## G. PARENTAL LEAVE

1. Tenured teachers shall, at their request, be granted a leave of absence without pay, for childbearing and/or child rearing for a maximum of twelve (12) calendar months from the child's date of birth. In the event the teacher requests to extend said leave beyond the school year in which it is granted, the teacher shall notify the human resources office of that intent by June 1.

2. No teacher on said leave shall, on the basis of said leave, be denied the opportunity to substitute in the Allegany County School System upon presentation of medical testimony that the teacher is able to do so.

3. The teacher on leave shall be afforded the opportunity to continue payments toward retirement and/or insurance programs.

## H. Insurance While on Leave

An employee on leave shall be afforded the opportunity to continue payment towards insurance programs if they choose to do so. In order for benefits to be maintained during leave, the employee must pay the regular payroll deduction amount in order for the Board to continue to pay the Board's contribution to this program for the first four months of personal illness leave. The Board will continue to pay the Board's contribution to this program for the first nine months of worker's compensation leave if the employee pays their regular payroll deduction.

## **ARTICLE VIII**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

#### A. PROFESSIONAL DEVELOPMENT

1. Opportunities for professional development through an in-service training program shall be explored by the superintendent in cooperation with the Association. ACPS will seek input from the Association and ACPS staff regarding topics, design, and implementation of meaningful and relevant professional development activities.

2. The Professional Development Advisory Committee may be utilized to explore the implementation of new system-wide programs or practices. The ACPS Curriculum Committee, which is comprised of school-based administrators, school staff, central office staff, Higher Education staff, and two (2) representatives of the Association, will meet at least four (4) times per year to explore new programs and practices, as well as evaluate current instructional programs and practices.

#### B. TRAINING REQUIRED BY THE BOARD

If the superintendent specifically requires or directs a teacher to take a particular course or to participate in a workshop, in-service session, or similar training, the teacher's tuition and textbooks shall be paid by the Board. This is not to include courses or credits taken for routine certification requirements.

#### C. PROFESSIONAL MATERIALS

The Board agrees to provide adequate references, equipment, and other educational resource materials for use by the teaching staff.

#### D. REIMBURSEMENT FOR COURSE WORK

1. The Board shall reimburse a teacher holding a Standard Professional Certificate for course work that contributes toward the issuance of an Advanced Professional Certificate up to six (6) hours per fiscal year. The rate per credit hour shall be the Frostburg State University winter term in-state graduate credit rate, which shall be adjusted annually on July 1.

2. The Board shall reimburse a teacher holding a master's degree with less than three (3) years' experience or an Advanced Professional Certificate for up to six (6) hours of course work for each certificate renewal. The rate per credit hour shall be at the Frostburg State University winter term instate graduate credit rate for any teacher not enrolled in a doctoral program. Those teachers enrolled in a doctoral program shall be reimbursed at the Frostburg State University doctoral rate. Each shall be adjusted annually on July 1.

3. In no case, however, shall a teacher be reimbursed for more than the actual cost per credit hour. Payment shall be made March 1 and October 1 upon receipt of transcript or original grade slip from the college certifying successful completion of the course for which reimbursement is to be made.

4. To be eligible for reimbursement for credit earned during spring or summer sessions, a teacher must be employed by the Board the following school year.

### ARTICLE IX

#### PERSONAL AND ACADEMIC FREEDOM

##### A. PERSONAL FREEDOM

Religious or lawful political activities of a teacher outside the classroom shall not be grounds for discipline nor discrimination. The personal life of a teacher shall warrant the attention of the Board only when it may directly affect the efficient performance of her/his assigned functions during the workday.

##### B. ACADEMIC FREEDOM

1. Teachers shall provide students opportunity to investigate all facts and/or opinions about any topics of the curriculum particularly those that may be of a controversial nature. Such material must be of appropriate maturity level and suitable for the intellectual abilities of the student.

2. Teachers shall permit the expression of the views and opinions of others and shall encourage students to examine, analyze, evaluate and synthesize all available information about such topics and shall encourage each student to form her/his own views and opinions through such procedure.

3. Teachers shall strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions.

### ARTICLE X

#### INSURANCE BENEFITS

##### A. HEALTH INSURANCE

1. The Board shall pay eighty percent (80%) of the cost for coverage of each employee enrolled under the Health Care Plan administered by the carrier for the Board. The benefits are those described in the

booklet entitled "Health Care Plan". The employee's share of the premium shall be paid by payroll deduction.

2. Should need arise requiring consideration of a change of insurance carrier that fact shall be made known to the Association as promptly as possible. The Association shall be briefed on the circumstances requiring such consideration and shall be allowed to present its views and submit relevant suggestions to the Board. The Association shall be briefed on the circumstances requiring such consideration and will be provided documentation of plan design of the new carrier and shall be allowed to inquire for clarification of such details and present its views and submit relevant suggestions to the Board.

3. Basic coverages are as follows:

Point of Service (Managed Care)

- a. Medical Coverage (for employee and family)
- b. Dental Plan (for employee and family)
- c. Vision Plan (for employee and family)
- d. Prescription (for employee and family) – Formulary Plan \$13 (generic)/\$20 (formulary)/\$30 (non-formulary)/\$30 (specialty) per prescription or refill (up to 30 day fill) with mandatory generic or prior authorization  
- Mail/Home Delivery Prescription – Formulary Plan \$26 (generic)/\$40 (formulary)/\$60 (non-formulary)/\$60 (specialty) per prescription or refill (up to 90 day fill) with mandatory generic or prior authorization
- e. Physician office visit co-pay - \$25 (unless preventive care as defined by Affordable Care Act)
- f. Emergency room co-pay - \$100

4. Table A contains an outline of the deductibles and basic coverages.

Specific coverages have individual maximums. See Health Care Plan for specific coverages, exclusions, and limitations.

**TABLE A**

**Point of Service Plan**

<b>Coverage at a Glance</b>	<b>In Network</b>	<b>Out of Network</b>
Individual Annual Deductible	\$150	\$300
Family Annual Deductible	\$300	\$900
Individual Annual Out-of-Pocket Maximum	\$3,000	\$3,000*
Family Annual Out-of-Pocket Maximum	\$6,000	\$6,000*
Pre-existing Condition Limitation	No	No
Annual Maximum	Unlimited	Unlimited
PCP Referral Required	No	No

\* Plus amounts in excess of the maximum reimbursable charge and non-compliance penalties.

5. Retiree Insurance Benefit Plan

The Board shall contribute to a plan entitled "Retiree Insurance Benefit Plan," hereafter referred to as the "Plan." The purpose of the Plan is to provide money to eligible retirees, which may include other employees and members from other employee groups, for defraying health insurance costs after retirement. The terms of the 2006-2009 Agreement shall remain in force until a non-revocable trust can be established. The trust shall contain the provisions of the 2006-2009 Agreement and shall be modified by the trustees based on the needs of the trust. It is further agreed that when the trust committee is formed it shall be comprised of five (5) union representatives and five (5) Board representatives. The union representatives shall be two (2) appointed by ACTA, and one each from AFSCME, ACESC and APSASAC. The language concerning the formation of the trust committee will be removed from the Agreement once the trust is established.

The Board of Education agrees to provide a sum total of \$928,857 for the 2016-2017 school year; and thereafter.

The cost of establishing the Plan and the administrative expenses of the Plan shall be deducted from the contributions to the Plan.

#### B. LIFE INSURANCE

The Board shall participate in a contributory group term life insurance program. The insurance contract shall provide for death benefits of \$50,000 for each employee payable to her/his designated beneficiary and an option to purchase additional coverage in \$5,000 units up to a maximum of \$50,000 additional insurance at the teacher's expense. After July 1, 1996, employees may only increase their optional coverage a maximum of \$5,000 per year after their initial enrollment, during the period May 1 to May 15 each year, on a guaranteed issue basis, with an effective date of the following July 1. However, the approval of additional death benefits may be subject to medical underwriting approval. The Board shall pay seventy-five percent (75%) of the premium for each enrolled teacher for the \$50,000 basic coverage. To be eligible for coverage, a teacher must be employed on a regular or conditional certificate contract and for not less than thirty (30) hours weekly. The teacher's share of the premium shall be paid by payroll deduction.

The Board shall consult with the Association concerning carriers, but reserves the right to choose the company so as to insure that one (1) carrier underwrites all group life insurance.

#### C. LONG-TERM DISABILITY

The Board shall participate in a contributory group long-term disability insurance program. The insurance contract shall provide for a benefit of at least sixty percent (60%) of the teacher's gross salary, but not more than seventy percent (70%) when added to other employee benefits. It shall also provide for a four-month waiting period before benefits begin. The Board shall pay seventy-five percent (75%) of the premium for each enrolled teacher. To be eligible for coverage, a teacher must be employed on a regular or conditional certificate contract and for not less than thirty (30) hours weekly. The teacher's share of the premium shall be paid by payroll deduction.

#### D. SHORT-TERM DISABILITY

The Board and the Association will explore the possibility of offering a Short Term Disability coverage. The Association will research and present possible coverages to the Board prior to the end of the 2020-2021 school year.

#### E. SURVIVING SPOUSE INSURANCE COVERAGE

In case of the death of a teacher, who has been employed full-time by the Board of Education for twelve (12) years or longer, the surviving spouse shall have the option of continuing the health insurance plan provided by the Board of Education. Additional dependents may not be added to the plan after the employee's death. The full cost of the premium is to be paid by the surviving spouse.

#### F. HEALTH INSURANCE ASSISTANCE

Reasonable efforts will be made to assist unit members in resolving issues they may encounter with third party health care administrators providing the member can assist with providing information of prior contact and attempts to seek clarification and assistance with the third party administrator's customer assistance department.



## G. EMPLOYEE ASSISTANCE PROGRAM

The Board will make every reasonable effort to maintain an easily accessible Employee Assistance Program to assist employees with behavioral health issues, work/life support, legal and financial, and referral help assistance. The Employee Assistance Program itself will be a limited “no out of pocket cost” to employees, but depending on the circumstances, the employee may incur fees related to the extension of services or outside of the program referrals.”

## **ARTICLE XI**

### **PAYROLL DEDUCTIONS**

The Board shall provide payroll deductions as outlined below:

#### **A. ORGANIZATION DUES**

1. The Board shall make a payroll deduction as authorized by the teacher for membership dues in the Allegany County Education Association and its affiliates.

2. The deduction will be taken each pay period during which such authorization is effective. A maximum of two (2) deductions per month will be deducted for a ten-month pay period.

3. If possible, the Association shall notify the Board in writing by August 1 of each year the current bi-weekly rate of membership dues for the twenty (20) pay periods affected.

4. Within ten (10) duty days following pay date, the Board shall forward a check payable to the Association for the amount of the dues deducted from the previous pay period.

5. The Association shall assume full responsibility for the proper distribution of dues.

6. Payroll deduction of membership dues shall be granted exclusively to the Association.

#### **B. TAX-DEFERRED ANNUITIES**

1. The Board shall provide means for teachers to participate in a tax-deferred annuity plan (403b). To afford teachers some choice, the Board shall designate a minimum of three carriers. The Board shall make every attempt to have at least one plan with open architecture and other plans with local representatives, if available, in order to have maximum participation.

2. The Board and the Association agree that the Board's only interest in TDA or 403b plans shall be withholding amounts authorized by teachers and forwarding amounts to the carrier(s). The Board shall be compliant with Internal Revenue Service rules on 403b plans.

3. Within ten (10) duty days following pay date, the Board shall forward funds to a third party administrator for the amount of the deductions from the previous pay period.

#### **C. CREDIT UNION**

1. The Board shall make bi-weekly payroll deductions authorized by teachers in accordance with procedures established by the Board after consultation with the Allegany County Teachers Federal Credit Union (A.C.T.F.C.U.). A maximum of two (2) deductions per month will be deducted.

2. Within five (5) duty days following pay date, the Board shall forward a check payable to the Credit Union for an amount equal to the deductions from the previous pay period.

#### **D. VOLUNTARY POLITICAL CONTRIBUTIONS**

1. The Board shall make bi-weekly payroll deductions voluntarily authorized by teachers to the Political Action Committee of the Association. A maximum of two (2) deductions per month will be deducted.

2. Within ten (10) duty days following pay date, the Board shall forward to the Association an amount equal to the deductions from the previous pay period.

**ARTICLE XII  
COMPENSATION**

**A. SALARY SCHEDULE**

All eligible unit members will advance one step in school years 2020-21, 21-22, 22-23, 23-24. A two percent (2%) Cost of Living Adjustment (COLA) will be applied across the scales for 2020-21. A one percent (1%) COLA will be applied across the scales in 21-22, 22-23 and 23-24. The longevity, athletics, extracurricular activities, other compensation and credit compensation will be increased at the same percentages as the COLA in each year accordingly.

**BOARD OF EDUCATION OF ALLEGANY COUNTY  
TEACHER SALARY SCHEDULE  
2020-2021**

<u>YEARS OF EXPERIENCE</u>	<u>CONDITIONAL DEGREE CERTIFICATE</u>	<u>STANDARD PROFESSIONAL CERTIFICATE</u>	<u>ADVANCED PROFESSIONAL CERTIFICATE WITHOUT MASTERS</u>	<u>MASTERS DEGREE</u>
1	40,652	48,282		51,045
2	41,717	48,282		51,045
3	42,808	48,282		51,045
4	43,934	48,814	50,073	51,622
5	45,081	50,094	51,575	53,172
6	46,263	51,406	53,312	54,765
7	47,477	52,754	55,165	56,407
8	48,721	54,132	56,994	58,101
9	49,997	55,553	58,820	59,843
10	53,647	57,007	60,680	61,640
11		58,502	62,393	63,489
12		60,035	64,219	65,392
13		61,608	66,078	67,355
14		63,222	67,849	69,375
15			68,359	69,885
16			68,359	69,885
17			68,852	70,980
18			69,362	71,490
19			69,362	71,490
20			69,362	71,490
21			70,104	72,271
22			70,614	72,781
23			70,614	72,781
24			70,614	72,781
25			71,356	73,563
26			71,866	74,073
27			71,866	74,073
28			72,607	74,853
29			73,117	75,363
30			73,117	75,363
31			73,433	75,689
31+			73,433	75,689

The Board shall apply to the State Department of Education to receive a Teacher Salary Incentive Grant in accordance with the provisions of the Blueprint for Maryland's Future Act (SB 1030, 2019 Reg Session). If the Board receives the Grant, for fiscal year 2021, teachers shall receive \$1,400 in addition to the regular salary for FY 2021.

**B. ADDITIONAL SALARY**

A teacher who holds thirty (30) semester hours of course credit approved by the superintendent, above or in addition to those hours required and used for the master's degree, shall receive \$2,097 in addition to her/his regular salary.

A teacher who holds sixty (60) semester hours of course credit approved by the superintendent, above or in addition to those hours required and used for the master's degree, shall receive \$3,744 in addition to her/his regular salary.

The criteria to be used in granting the above are as follows:

1. Credit hours must be verified by an official transcript.
2. Credit hours must be related to the teaching assignment or other area of preparation.
3. The credit hours may be earned in more than one college or university and need not apply toward an advanced degree.

A teacher who holds a Ph.D. or Ed.D. degree shall receive \$6,819 in addition to her/his regular salary.

A teacher who holds a National Teacher Certification shall receive a yearly stipend of \$2,000 in addition to her/his regular salary.

A yearly stipend of \$400 will be paid to full-time speech pathologists and audiologists toward their licensure costs.

**C. ATHLETICS**

<u>BOYS/GIRLS ATHLETICS</u>	<u>HEAD COACH</u>	<u>NO.</u>	<u>ASSISTANT COACH</u>	<u>NO.</u>
Baseball	1,844	3	939*	3
Basketball	3,451	6	2,314	6
Bowling	939	3		
Cross Country	939	6		
Football	4,594	3	2,987	6
Golf	939	3		
Indoor Track	939	3		
Soccer	1,844	6	939*	6
Softball	1,844	3	939*	3
Tennis	939	6		
Track	1,844	6	939	6
Volleyball	1,844	3	939*	3
Wrestling	1,844	3	939*	3

\*The assistant position is paid only when there is a varsity and junior varsity team (with games scheduled) in that sport.

#### D. EXTRACURRICULAR ACTIVITIES

##### 1. Stipend Pay Schedule

<u>Activity</u>	<u>Number</u>	<u>Amount</u>
Senior Band (with football)	3	\$3,736
Cheerleader (with football)	3	\$2,291
Drama (two productions)	3	\$1,151
Drill Team	3	\$1,434
Yearbook	4	\$1,151
Newspaper	4	\$1,151
Mock Trial Team	4	\$1,151
Future Educators	8	\$ 742
Lead Skills USA	1	\$1,151

2. An extra duty activity, other than those listed on the stipend schedule, must be approved by the principal and is defined as one occurring after the regular duty day and which requires the direct supervision of student.

3. A teacher supervising extra-curricular activities not on the stipend schedule shall receive compensation for up to a maximum of two hundred hours of extra duty per school year.

4. The extra-curricular pay fund of \$18,698 for the 2020-21 year shall be distributed on an hourly rate basis for the year determined by the total number of hours requested by all teachers not on the stipend schedule that are approved by each joint principal-faculty extra-curricular committee in each school.

5. The joint principal-faculty extra-curricular activities committee is composed of the principal and three teachers. One teacher will be appointed by ACTA, and two will be elected by the faculty, one of who must be an ACTA member.

6. The school committee shall compile a school summary for extra duty pay on the form provided. Approved extra-curricular activities teachers' participation reports must be submitted for payment prior to the close of the school year.

#### E. INTERSCHOOL TRANSPORTATION

Teachers who are assigned to more than one school per day on a regular basis shall be reimbursed for travel between the home school and other schools assigned to them at the IRS rate per mile for approved mileage. Any adjustments effected by the IRS during the fiscal year will be effective on the first of the month following the official change in Internal Revenue Service regulations.

#### F. OTHER COMPENSATION

1. Curriculum workshop - \$23.78 per hour, not to exceed seven (7) hours per day
2. Summer school - \$25.16 per hour

#### G. CHECKS

Teachers shall be paid their salary in twenty-two pays. Upon request, teachers who are regularly scheduled to work in more than one school per week may have their direct deposit slips mailed to their home address. All teachers shall be paid via direct deposit.

H. Any teacher employed by the Board for a minimum of twenty-five years as of July 1, 2006, shall be placed on the master's degree salary schedule for the duration of their employment. Anyone with less than twenty-five years of employment with the Board as of July 1, 2006, must obtain a master's degree in order to be placed on the master's degree salary schedule.

## ARTICLE XIII

### RIGHTS AND RESPONSIBILITIES

#### A. JOINT

1. The Board and the Association shall exchange information and documents, which may assist in developing intelligent, accurate, informative, and constructive programs.

2. The Association and the Board are committed to site-based decision making management and have as their mutual goal, meeting, defining, and working toward developing procedures to address and implement this concept through shared decision-making within the school system with Association representation provided in such arrangements.

3. The Board and the Association recognize that this Agreement is valid and binding and constitutes policy on salaries, wages, hours, and working conditions for the duration of the Agreement.

4. The Association shall provide each new employee with a copy of this agreement. The Board and the Association will maintain an electronic master copy available on the Board's and Association's websites.

#### B. BOARD

1. The Board shall continue its policy of no discrimination against any teacher by reason of her/his membership or participation in any activities of the Association, or in professional negotiations with the Board or in any grievance, complaint, or proceeding under this Agreement.

2. Subject to the express terms and conditions of this Agreement and to the provisions of Title 6, Subtitle 4 of the *Annotated Code of Maryland*, it shall be the exclusive function of the Board of Education and the superintendent of schools to determine the mission of the county public education system and to operate the affairs and direct the personnel of the public school system in all aspects, including but not limited to the standard of service to be offered, the efficiency of administration, the methods, means and personnel by which such operations are to be conducted; the right to discipline, and to issue rules, policies, procedures and regulations and take whatever actions are necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

#### C. ASSOCIATION

1. The Association shall be granted a place on the agenda of the regular Board meetings upon prior request. The Board shall provide the Association with copies of the agenda for its public meetings. The Association's president or alternate may attend such meetings without loss of leave or pay, provided this is at no expense to the Board. A copy of the approved minutes, with those attachments which change, revise, delete from or add to Board policies, of a Board of Education public meeting shall be provided the Association upon request.

2. The Association shall have access to all school buildings and their representative may interview teachers during the workday provided that the exercise of these rights shall not interfere with the educational program as determined by the appropriate administrator.

3. A bulletin board of appropriate size and construction may be placed in the faculty lounge or other appropriate location approved by the principal for the purpose of displaying Association notices.

4. Political materials are not permitted during the workday and during school sponsored activities. The Association shall have the right to place materials that contain regular Association information and are not explicitly political in teachers' mailboxes, provided the principal receives a copy concurrently for informational purposes.

5. The Board shall provide the Association with the names and addresses of new teachers and copies of the annual school roster as soon as they are available.

6. The use of the inter-school courier facility shall be granted to the Association. The use of the inter-school courier facility shall not be granted to competitive organizations to the Association.

7. The Association president or designee shall be permitted to draw upon a maximum of thirty (30) full duty days annually for use in Association business. The Association shall pay for the cost of substitutes.

#### D. TEACHER RIGHTS

1. No tenured teacher shall be disciplined, reprimanded, or reduced in rank without just cause.

2. In any reduction in the bargaining unit as a result of budgetary action or curriculum and/or administrative reorganization, non-tenured teachers in the subjects and/or grade levels affected will be separated from the employment rolls before tenured teachers in the same areas. If it becomes necessary to separate tenured teachers, these shall be separated in inverse order to their seniority (length of service in the Allegany County School System), provided however, that as between tenured teachers with equal seniority, those holding Standard Professional Certificates shall be separated prior to those holding Advanced Professional Certificates. No tenured teacher shall be separated, however, while there is a non-tenured teacher working whose job the tenured teacher is qualified to perform. In each category, teachers affected shall be separated in inverse order to their years of service in the Allegany County School System. Tenured teachers so separated shall be recalled in inverse order of their separation when appropriate vacancies become available. This recall privilege shall exist for a two-year period.

3. No employee shall be disciplined or reprimanded in the presence of students, parents, other employees, or members of the public, with the exception of the employee's or employer's representative.

4. As a general rule, complaints, except for those that require immediate notification to law enforcement, child protective service agencies, etc. or as required by law, against an employee by parents, students, or other community sources that may lead to, or require due process, may be dealt with at the lowest appropriate organizational level as soon as possible. Decision on such types of complaints shall not be made without consulting or providing the opportunity for due process for the employee against whom the complaint was made.

## ARTICLE XIV

### RATIFICATION

1. It is agreed and understood by the parties hereto that the foregoing document, upon ratification, represents agreement between said parties on all matters negotiated in accordance with Title 6, Subtitle 4 of the *Annotated Code of Maryland*.

2. If any provision or application of this Agreement is held contrary to law, such provision or application shall not be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect subject to the provisions of the Article of Ratification. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provisions affected.

3. If categories which contain requests for funds to support items in this Agreement are reduced by the county commissioners, further negotiations on these items shall begin immediately after the action by the county commissioners and continue to a conclusion. The Agreement as renegotiated shall then be submitted to the parties for ratification.

4. The Association and Board recognize that salaries, benefits and working conditions may be affected during the life of this agreement. When such situations arise, the Association and/or the Board may agree to modify this agreement prior to formal bargaining. Agreements may be reduced to writing in the form of a Memorandum of Understanding (MOU) with approval of the Elected Board of Education.

With respect to federal and state funds (such as but not limited to A.R.P, CARES, ESSR, Blueprint 2.0) that are available for recovery from the COVID-19 pandemic, as they become available, the Association and the Board will collaborate on the distribution of any funds that are attached to bargainable topics as prescribed by legislation.



**ARTICLE XV**

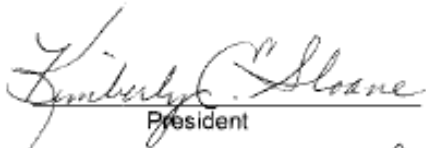
**DURATION**

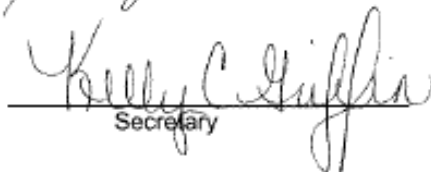
- A. Except or otherwise provided herein, all provisions of the Agreement shall be effective July 1, 2020 and shall remain in full force and in effect until June 30, 2024.
1. Effective July 1, 2020, the compensation set forth in Article XIII (except Article IX.D Reimbursement for Coursework and Article XIII.E- Interschool Transportation) states that the compensation shall be increased by 2% (two percent). Advancement by one step when eligible shall apply.
  2. Effective July 1, 2021 the Agreement shall remain in force except for Article XI Insurance Benefits, Article XIII Compensation A and two other items per side.
  3. Effective July 1, 2022, the Agreement will remain in force except for Article XI Insurance Benefits and Article XIII Compensation A and two other items per side.
  4. Effective July 1, 2023 the Agreement shall remain in force except for Article V Insurance Benefits, Article XIII. Article XIII Compensation A and one other item per side.

\*All negotiations on monetary items are contingent on the availability of funds from all funding authorities as per the Annotated Code of Maryland 6-408.1. In addition, should additional Kirwan funding be received that is specifically allotted to members of this unit, both the Board and Association agree to convene and discuss the disbursement of such funding.

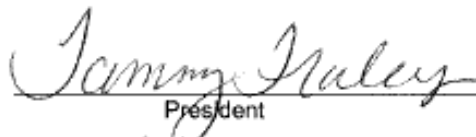
It is hereby agreed between the parties that these Amendments shall become effective upon their ratification by both parties. The foregoing Agreement for 2020-2024 is hereby ratified this 26<sup>th</sup> day of June, 2020.

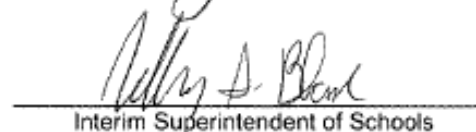
ALLEGANY COUNTY  
EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

BOARD OF EDUCATION  
OF ALLEGANY COUNTY

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Interim Superintendent of Schools

**BOARD OF EDUCATION OF ALLEGANY COUNTY  
TEACHER SALARY SCHEDULE  
2021-2022**

<u>YEARS OF EXPERIENCE</u>	<u>CONDITIONAL DEGREE CERTIFICATE</u>	<u>STANDARD PROFESSIONAL CERTIFICATE</u>	<u>ADVANCED PROFESSIONAL CERTIFICATE WITHOUT MASTERS</u>	<u>MASTERS DEGREE</u>
1	41,059	48,765		51,555
2	42,134	48,765		51,555
3	43,236	48,765		51,555
4	44,373	49,302	50,574	52,138
5	45,532	50,595	52,091	53,704
6	46,726	51,920	53,845	55,313
7	47,952	53,282	55,717	56,971
8	49,208	54,673	57,564	58,682
9	50,497	56,109	59,408	60,441
10	54,183	57,577	61,287	62,256
11		59,087	63,017	64,124
12		60,635	64,861	66,046
13		62,224	66,739	68,029
14		63,854	68,527	70,069
15			69,043	70,584
16			69,043	70,584
17			69,541	71,690
18			70,056	72,205
19			70,056	72,205
20			70,056	72,205
21			70,805	72,994
22			71,320	73,509
23			71,320	73,509
24			71,320	73,509
25			72,070	74,299
26			72,585	74,814
27			72,585	74,814
28			73,333	75,602
29			73,848	76,117
30			73,848	76,117
31			74,167	76,446
31+			74,167	76,446

A teacher who holds 30 hours credit, approved by the Superintendent, above or in addition to those hours required and used for Master's degree, shall receive \$2,118 in addition to the regular salary.

A teacher who holds 60 hours credit, approved by the Superintendent, above or in addition to those hours required and used for the Master's degree, shall receive \$3,782 in addition to the regular salary.

A teacher who holds a PH.D. or ED.D degree shall receive \$6,888 in addition to the regular salary.

The Board shall apply to the State Department of Education to receive a Teacher Salary Incentive Grant in accordance with the provisions of The Blueprint for Maryland's Future Act (Senate Bill 1030, 2019 Regular Session). If the Board receives a Teacher Salary Incentive Grant, for fiscal year 2022, teachers shall receive \$1,400 in addition to the regular salary for fiscal year 2022.

**Board of Education of Allegany County  
2021-2022  
Teachers**

BOYS/GIRLS ATHLETICS	HEAD COACH	NO.	ASSISTANT COACH	NO.
Baseball	\$1,862	3	948 *	3
Basketball	3,486	6	2,337	6
Cross Country	948	6		
Football	4,640	3	3,017	6
Soccer	1,862	6	948 *	6
Tennis	948	6		
Track	1,862	6	948	6
Indoor Track	948	3		
Volleyball	1,862	3	948 *	3
Wrestling	1,862	3	948 *	3
Bowling	948	3		
Softball	1,862	3	948 *	3
Golf	948	3		

\* The assistant position is paid only when there is a varsity and junior varsity team (with games scheduled) in that sport.

**EXTRA CURRICULAR ACTIVITIES**

**Stipend Pay Schedule:**

Activity	Number	Amount
Senior Band	3	\$3,773
Cheerleader	3	2,314
Drama (two productions)	3	1,163
Drill Team	3	1,448
Yearbook	4	1,163
Newspaper	4	1,163
Mock Trial Team	4	1,163
Future Educators Advisor	8	749
Lead Skills USA Advisor	1	1,163

**Extra-Curricular Pay Fund**

**\$ 18,885**

**OTHER EMPLOYMENT**

Curriculum Workshop			
Per Work Hour	\$ 24.02	Up to a maximum of 7 hours per day No payment for lunch period	
Summer School			
Per Hour	\$ 25.41		
Summer School Recovery Rate			
Per Hour	\$ 50.82		

A teacher who holds a National Teacher Certification shall receive \$2,000 in addition to the regular salary.