

COMPREHENSIVE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION  
OF  
TALBOT COUNTY

AND

THE TALBOT COUNTY  
EDUCATION ASSOCIATION

SUPPORT STAFF

JULY 1, 2021 – JUNE 30, 2023

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**ARTICLE I**  
**RECOGNITION**

- A. This Comprehensive Agreement (“Agreement”) is entered into by and between the Board of Education of Talbot County, hereinafter designated as the “Board,” and the Talbot County Education Association (“TCEA”) /Maryland State Education Association (“MSEA”)/National Education Association (“NEA”), hereinafter designated as the “Association.” The Agreement shall become effective upon ratification by the Board and the Association.
- B. The Board recognizes the Association as the exclusive representative for all employees in the bargaining unit hereinafter defined, in accordance with Title 6, Subtitle 5, of the Education Article of the Annotated Code of Maryland for all matters related to wages, hours and other working conditions. The Board will notify the Association of all new positions and the proposed unit assignment of these new positions at least once each school year. Any disputes which may arise as to whether new positions are to be included in the unit shall be settled in accordance with the aforementioned provisions of the Maryland Code.
- C. The term “unit member”, when used hereafter in this Agreement, shall refer to all employees represented by the Association as defined in this Agreement, unless otherwise indicated.
- D. The rights and/or privileges granted to the Association in this Agreement will not be granted to any other employee organization.
- E. Unit Designations: Members of the bargaining unit are non-supervisory permanent education support employees who work thirty (30) hours or more per week for ten (10) or more months per year, excluding managerial, supervisory, and confidential employees. An exception is defined in Article VII, H.
- F. There will be no reprisals of any kind taken against any unit member, by reason of his/her membership in the Association.
- G. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

Any language in this Agreement which, by decision of the Maryland State Board of Education or a court of competent jurisdiction, constitutes an illegal subject of bargaining, whether as a result of a proceeding involving the Board and the Association or any other board of education in the State of Maryland, shall result in the nullification of the affected language in this Agreement and the affected language shall be removed at the next printing of the successor to this Agreement. In the event said language is found to be a legal subject of bargaining by subsequent decision of the Maryland State Board of Education or a court of competent jurisdiction, the language shall be reinstated at the next printing of the successor of this Agreement.

- H. The terms “Board” and “Association” shall include authorized officers, representatives, and agents. Despite references herein to the “Board” and “Association”, the Board reserves the right to be represented hereunder by committee or designated representatives.

- I. In the event that an impasse in negotiations is reached, the impasse process shall be conducted pursuant to regulations adopted by the Public School Labor Relations Board and in compliance with the provisions for handling an impasse as provided by Title 6, Subtitle 4 and 5, et.seq. of the Education Article of the Annotated Code of Maryland. The cost of impasse proceedings shall be shared equally by the Board and the Association.

**ARTICLE II**  
**ASSOCIATION RIGHTS**

- A. There will be a place made available by the Board in each building to post Association notices and at no time will these notices contain information that can be construed as being detrimental to the Board, the administration of the Talbot County Public Schools, or the Association. The Board may remove any posting that it considers to be detrimental to the Board and/or the Talbot County Public Schools. The Association may request a mutual review for reconsideration.
- B. Duly authorized representatives of the Association may be permitted to transact official Association business on school property before or after school hours, and during lunchtime with the agreement of the principal, provided that this shall not interfere with or interrupt school operations during this period of time. Such business shall include the ability to use the Talbot County Public Schools EMAIL, computerized message system for legitimate, Talbot County related, Association business. If the Association wishes to send a message to a group of employees instead of a single addressee, such messages shall be preapproved by the Superintendent or designee. At no time will the Talbot County Public Schools EMAIL messages contain information that can be construed as being detrimental to the Board, Administration, employees, students or parents.
- C. The Association shall have the right to use school facilities for meetings, without cost at reasonable times beyond the work day and upon meeting all appropriate application and utilization procedures established by the Board. The School Manager or Principal shall be made aware of building use requests to assure there are no scheduling conflicts.
- D. Duly authorized representatives of the Association may be allowed on school property to distribute materials to boxes and post notices by following visitor security procedures.
- E. The President of the Association or designee, shall be allowed a maximum of seven (7) days leave with pay during the school year for the purpose of conducting or participating in Association business or affairs. The Association shall reimburse the Board for the cost of any substitute employee employed in place of the Association President while on such leave. The Association President shall attempt to give his/her principal a twenty-four (24) hour advance notice of his/her absence for Association business or affairs. Additional days may be requested and approved by the Board.
- F. The Board will provide the Association, upon request, all reasonable information concerning the financial resources of the system as included in annual financial reports, individual and group insurance premiums, experience figures and such other information that will assist the Association in representing eligible unit members in negotiations and in grievances, so long as the Association

provides all reasonable information to the Talbot County Public Schools that will assist the school system in negotiations and grievances. Neither the Board nor the Association will be required to create any documents to respond to a request for information. The Association shall bear the expense of duplicating any documents requested from the Board and the Board shall bear the expense of duplicating any documents requested from the Association. There will be no charge for twenty (20) or fewer copies.

- G. The Board agrees to post on the Board of Education's website the proposed agenda, including available addenda, of Board meetings in advance of such meetings. The Board shall provide the Association a copy of all non-confidential documents presented to the Board at the meeting. The Board shall post the official approved minutes of the Board meetings on the official website.
- H. The Board will furnish to the President of the Association an electronic copy in excel of the official roster of the support employees in the county upon request for official Association business use only. The roster shall include their names, job titles, and building assignments. During the school year the Board shall provide the Association with any changes or updates to the roster when requested. The Board shall notify the Association whenever a member retires or resigns.
- I. The Board agrees to make payroll deductions for professional dues to NEA, MSEA, and TCEA under the following conditions:
  - 1. The Board shall make payroll deductions for membership dues in TCEA/MSEA/NEA, if individually and voluntarily authorized by the unit member before September 30, on an enrollment membership form provided by the Association and approved by the Board. The form shall contain the member's signature.
  - 2. The Association's treasurer or designee shall deliver the dues authorization forms and resignation letters to the Controller's office by September 30 of each year. Forms submitted after September 30 shall go into effect as soon as administratively feasible and the deductions shall be pro-rated for the number of pay periods remaining so that deductions for all unit members shall be identical.
  - 3. The unit member's authorization shall be irrevocable for a period of one school year and shall be valid as long as such signatories are employed in Talbot County Public Schools, unless they countermand it in writing to the Association with a copy to the Board prior to September 30 of any school year.
  - 4. Deductions shall be made in equal installments beginning with the first pay period in September and ending with the second pay period in June, except for those unit members newly employed after September 10, in which case their deductions shall be in equal installments ending with the second pay period in June.
  - 5. In order that dues can be deducted any year, the Association shall verify, in writing, to the Board by August 15<sup>th</sup>, the current rate of membership dues in TCEA/MSEA/NEA and the Board shall transmit all dues deducted to TCEA/MSEA/NEA treasurer as expediently as possible.
  - 6. If the Board is aware of, and in the event of, a unit member's resignation, termination, or leave of absence during the school year, except in case of death or retirement the balance of the annual dues authorized shall be withheld from his/her final salary installment, provided this information has been printed on the original enrollment forms. If a unit

member's final salary payment is not enough to meet the remaining dues responsibility, the collection of such monies shall rest entirely with the Association.

7. The Association shall indemnify and save/hold the Board of Education harmless of any and all claims, grievances, demands, actions, suits, or other forms of liability or damages that arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this article and the Association assumes full responsibility for the disposition of the funds deducted under this article as soon as they have been remitted by the Board to the Association.
8. The Board will deduct from unit member's salaries, voluntary contributions to the Association/MSEA/NEA Fund for Children and Political Education.
9. Upon returning from board approved leave, employees who were previously members of the Association shall have the appropriate dues deductions automatically reinstated.

J. Attendance at Annual Convention

1. The Board will provide release time, without loss of pay or benefits, up to one (1) working day per designated unit member per school year to attend the Annual Convention of the Maryland State Education Association. Except in case of emergency, no later than ten (10) working days prior to the dates for which release time is being requested, the President of the local Association shall certify, in writing to the Superintendent of Schools, the names of official delegates (with a maximum of one (1) delegate per fifty (50) actively employed unit members) and up to three (3) additional unit members whose attendance is required at the convention.
2. The Board will guarantee the voluntary use of annual leave for eleven (11) month (210 days) and twelve (12) month (245 day) unit members to attend the Annual Convention of the National Education Association provided ten (10) days written notice is given.

**ARTICLE III**  
**SALARIES**

For school year 2021-2022, a one (1) step increase on the salary schedule with an additional 1.5% for those on step 20 and a 1.5% COLA will be requested in the Board budget to be submitted to the County Council.

Bus drivers and personal assistants shall receive a one-time cash payment of one hundred (100) dollars/unit member.

- A. If a unit member is called to return to the work site, he/she will be reimbursed for mileage only from home to the worksite and back at the IRS rate.
- B. The Board agrees to direct deposit all unit members' payroll earnings into the regional financial institution of their choice. All unit members shall receive direct deposit of their payroll earnings. Unit members shall provide the Board with their account number and their financial institution's name, address and federal routing number. Unit members' earnings will be paid/deposited on the 15th day of the month (or last workday before the 15th) and on the last workday of the month. The Board and the Association agree that unit members shall have the option to be paid in 20 or 24 pay periods.

- C. In addition to the above, the Board agrees to make payroll deductions into the savings account of the unit member as authorized by the unit member.
- D. Payroll deductions for insurance companies and tax-sheltered annuities, from approved companies, will be available for all unit members.
- E. Salary increases will go into effect the first day following implementation of the increase.
- F. During those years when funds are available, an Early Notice of Retirement incentive of \$1,500 will be offered to those unit members who submit their intent by February 28<sup>th</sup> of each year.

**ARTICLE IV**  
**REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT**

The Board agrees to reimburse all unit members for college or technical courses under the following conditions:

- A. The Board agrees to reimburse all unit members for twelve (12) credit hours earned per year if approved prior to course registration. The first nine (9) credits will be reimbursed at the rate of then current Salisbury University per graduate credit cost. Additional credits will reimburse at the rate of two hundred fifty dollars (250) per credit. A grade of A or B is received and documented for reimbursement (In no case, however, shall a unit member be reimbursed for more than the actual tuition cost per credit hour.) Unit members working towards teaching degrees will be reimbursed at the current Salisbury University per graduate credit rate for (12) credit hours and members working towards a teaching degree will be paid their regular salary during which time they are completing their required student teaching hours. A substitute will be hired to take their place during the student teacher period of time.
- B. In order to receive reimbursement for credits unit members must:
  - 1. Obtain prior approval from the Personnel Department before enrolling in the course,
  - 2. Achieve a grade of B or better or successfully pass the course if non-graded,
  - 3. Return for the next full semester of employment,
  - 4. Official transcripts or grade slips must be submitted to the Personnel Department for approval and subsequent payment.
- C. No employee shall be reimbursed for more than 12 credit hours or the equivalent earned during any period of time from July 1<sup>st</sup> to June 30<sup>th</sup>.
- D. The unit member shall be reimbursed after July 15 for courses taken during the previous spring semester and after September 1 for courses taken during the summer if still employed by the Board, and at the time of submission of grade slips or transcripts for courses taken during the fall semester, if still employed by the Board. No reimbursement shall be made if the unit member is no longer employed. A unit member who is not employed during the full semester following the semester in

which the course is completed agrees that the Board may deduct the reimbursement from the pay of the unit member.

- E. The taxability of course reimbursements shall be controlled by the Internal Revenue Code.
- F. Official grade slips or official transcripts shall be submitted by June 30<sup>th</sup> of each fiscal school year in order to receive reimbursement. Exceptions for extenuating circumstances must be placed in writing and submitted to the Personnel Department. (Funds shall be placed in Accounts Payable.)
- G. If credits are granted by the institution, but no direct tuition payment is made by the unit member, no reimbursement will be paid as provided for in this Article.
- H. Any financial assistance or allowance received for tuition from any source will be deducted from the amount the unit member would normally be reimbursed.
- I. Any unit member who is on probation shall not receive reimbursement as provided in this Agreement unless he/she is directed to take a course by the Board.
- J. Summer travel credits, if issued by an accredited college and applicable to the unit member's work assignment, can be reimbursed as provided for in this Article.

## ARTICLE V INSURANCE BENEFITS

### A. Health and Major Medical Insurance

1. A Health Insurance Program will be maintained through a duly licensed insurance company and/or health benefit trust and made available to each eligible unit member. The group health, prescription, and dental programs that were in effect on June 30, 2013, shall continue. A vision plan, which will be paid 100% by the Board of Education, shall be added beginning FY 2014. Group health, prescription, vision, and dental programs shall be administered by the following providers:
  - a. An EPO/PPO Indemnity Plan, or similar plan. Such plans shall be with an insurance carrier licensed to do business in the State of Maryland or with a health insurance trust. The Plan shall offer benefits which are actuarially equivalent in the aggregate to those contained in the 2002-03 Plan.
  - b. A prescription plan.
  - c. A dental plan.
  - d. A vision plan
2. Premium Cost Sharing

Each employee shall pay 20% of the cost of the PPO Indemnity Plan, Dental and Prescription Plan and the Board of Education will pay 80%.

Each employee who chooses to select the EPO, Dental and Prescription Plan shall pay 15% of



the cost. The Board will pay the remaining 85%.

The Board will pay for 100% of the vision plan for all employees.

As of September 1, 2019 all employees working 25 hours per week will be eligible to receive 100% health insurance coverage.

Opt-out Plan: Eligible unit members with medical benefits in force elsewhere may waive coverage and receive \$1200 payable in twenty-four equal installments.

The Board and the Association agree that a wellness program will be offered to unit members that include certain contractual incentives that may provide premium holidays and additional sick leave days. Negotiations between the board and the association shall occur should the board or the association wish to modify, delete or change the incentives in existence during the school year 2018-2019.

- B. Term Life Insurance: The Board agrees to maintain a Term Life Insurance Plan on the following basis and at no cost to eligible unit members.
1. Each eligible unit member's insurance will become effective when he or she has been employed by the Board and has signified intent to remain in the employ of the Board.
  2. Subject to the term of the Plan, the amount of insurance on the life of each eligible unit member payable to the unit member's beneficiary shall be equal to the amount of the unit member's salary rounded to the nearest thousand.
  3. Any insurance that may be issued under this Plan shall terminate whenever the insured shall cease to be employed as an eligible unit member in the Talbot County School System.
  4. No assignment of the insurance herein referred to shall be valid.
  5. In case of accidental death, there will be a double indemnity clause.
- C. The Board shall provide the pre-tax payroll deductions for Premium Conversion Plans, Health Care Flexible Spending Accounts and Dependent Care Assistance Plans that qualify for such deductions pursuant to Sections 125 through 129 of the INTERNAL REVENUE SERVICE CODE, provided that there are a minimum of fifteen (15) eligible unit members that elect to participate in each of the above Reimbursement Accounts.
- The Board shall also provide the pre-tax payroll deductions for Deferred Retiree Health Insurance Premium Spending Accounts if they qualify for such deductions pursuant to applicable sections of State tax codes and the INTERNAL REVENUE SERVICE CODES, provided that participating eligible unit members assume the administrative costs for their individual account.
- D. The Board will provide a flu shot and a Hepatitis B injection, when available, through the Talbot County Health Department or a similar healthcare organization for all unit members who wish to participate.
- E. Voluntary Disability Insurance Program: The Board agrees to provide access to a voluntary Disability Insurance Program. Such plan will be made available to all unit members on a self-pay basis. Unit members shall not be required to participate. Administrative costs to implement the

Program shall be paid by the Board.

- F. Current covered dependents of active employees shall be eligible to continue health insurance benefits upon the death of the active employee at the same cost share for a period of six months or until the dependent procures their own health insurance.

**ARTICLE VI**  
**UNIFORMS**

- A. A unit member that is provided a uniform and/or safety shoes is required to wear the uniform and/or safety shoes while performing his/her duties for the Board of Education.
- B. The following categories of employees will be provided uniforms:
  - 1. Maintenance workers
  - 2. Custodians
  - 3. Security employees
  - 4. Transportation workers
- C. A new unit member will be provided with five (5) sets of uniforms. New maintenance workers will also be provided with reimbursement of up to \$90.00 for one (1) pair of steel-toed safety shoes.
- D. Uniforms and shoes are replaced as necessary. The unit member will return the damaged and/or worn uniform part.
- E. Maintenance unit members shall receive reimbursement for a new pair of safety shoes once each year. Maintenance unit members who must replace their Board provided safety shoes more than once a year due to reasonable wear and tear will be reimbursed up to \$90.00 per pair of safety shoes. Custodial unit members may order specified non-slip safety shoes through the Plant Operations Department, once each fiscal year, during the month of July.
- F. Unit members shall return all uniforms when he/she ceases employment by the Board. The Board is hereby authorized to deduct the replacement value of the uniform from the unit member's final salary if the uniform is not returned prior to the issuance of the final paycheck.
- G. The unit member has the option of choosing whether to wear the summer or winter version of the uniform provided, and may at his/her discretion request all issued uniforms to be either summer or winter. The unit member may not alter the appearance of the uniform. Unit members may wear appropriate personal outdoor wear during inclement weather unless the unit member is provided with an appropriate coat or jacket, as determined by the Board.

**ARTICLE VII**  
**REGULAR DUTY DAY**

- A. School based Secretaries: The regular duty day shall be seven (7) hours, exclusive of a thirty (30) minute lunch period.

- B. Board based Secretaries, Receptionists and other clerical unit members: The regular duty day shall be seven (7) hours exclusive of a one (1) hour lunch period.
- C. Computer Technicians: The regular duty day shall be seven and one-half (7 1/2 hours), exclusive of a thirty (30) minute lunch period.
- D. Plant Operations Department: The regular duty day shall be eight (8) hours, exclusive of a thirty (30) minute lunch period, except that custodians working on the evening shift shall have a regular duty day of eight (8) hours, inclusive of a thirty (30) minute meal period.
- E. Instructional Assistants: The regular duty day shall be seven and one-half (7 1/2) hours, including a thirty (30) minute lunch period, scheduled at the discretion of the School Manager or Principal according to the needs of each particular building. Should a Principal require that an Instructional Assistant monitor a classroom without a teacher present such monitoring shall not occur more than one period per day per Instructional Assistant.

Personal Assistants: The regular duty day shall be seven (7) hours, excluding a thirty (30) minute lunch period. These hours shall be scheduled at the discretion of the School Manager or Principal according to the needs of each particular building. Should a Principal require that a Personal Assistant monitor a classroom without a teacher present such monitoring shall not occur more than one period per day per Personal Assistant.

- F. Transportation Unit Members: In order to qualify as a unit member the regular duty day shall be no less than 6 hours per day and assigned by the Transportation and Safety Manager to meet the needs of the Board. A list of such regular duty day assignments shall be provided to the Association upon request for their review and input. All duty assignments are subject to change. Extra assignments (athletic trips, field trips, summer school, etc.) shall be offered and distributed on a fair and equitable basis, as determined by the Board. Transportation Unit Members hired prior to July 1, 2012 will be grandfathered under this agreement and shall enjoy all rights and privileges afforded to unit members, even if they are assigned a regular duty day of less than six (6) hours.
- G. School Safety Unit Members: The regular duty day shall be seven and one-half (7.5) hours exclusive of a thirty (30) minute lunch.
- H. Overtime may be required and shall be paid when a unit member works more than forty (40) hours in a work week. The unit member shall be paid such overtime at 1.5 times their regular hourly rate for overtime work done Mondays through Saturdays and 2.0 times their regular hourly rate for overtime work done on Sundays and legal holidays.
- I. Unit members who are called back to work after their regular duty day will be paid a minimum of one (1) hour at their hourly rate of pay.

#### **ARTICLE VIII** **REQUIRED DUTY DAYS**

- A. Twelve (12) month unit members with annual leave: 244 days.
- B. All ten (10) month unit members, Instructional Assistants, Interpreters, School Safety staff, School to Career Specialists, and ten (10) month Secretaries: 190 days or equivalent.

C. Personal assistants: 180 days.

Bus drivers: 182 days (includes two (2) training days including opening day). Bus drivers shall be given no less than two (2) weeks notice of their scheduled training days.

D. Eleven (11) month secretaries: 209 days.

E. In the event 10 and 11 month unit members complete all SafeSchools training for the following school year between March 1 and May 31 of the current school year, the last scheduled day of the 10 month calendar will be omitted from their required number of duty days. 12 month unit members who complete all SafeSchools training between July 1 and September 1 of the current school year, will receive a flex holiday to be used during regular work hours between September and June.

F. Assignment sheets shall be provided annually. All assignments are subject to change.

F. Late Opening or Closing of School

In the event of a delayed opening due to inclement weather, non-essential personnel are expected to report to work no later than thirty (30) minutes after their normal starting time. The time missed must be made up within five (5) working days or taken without pay. If the five (5) days cross pay periods, paychecks may fluctuate.

In the event of early school closings, non-essential personnel will be permitted to leave the building 30 minutes after student dismissal. Time missed must be made up within five (5) working days or taken without pay. If the five (5) days cross pay periods, paychecks may fluctuate.

Unit members may use sick, annual or personal leave as "liberal leave" during weather related delayed openings or school closures.

#### **ARTICLE IX** **VOLUNTARY TRANSFERS**

All open, permanent positions will be announced by way of an e-mail. Employees are responsible for reading their emails.

#### **ARTICLE X** **PROBATIONARY PERIOD**

A. Newly hired unit members shall serve a minimum six (6) month probationary period. If at the end of the six (6) month period, the unit member's work is satisfactory in all categories, the unit member is then eligible to be employed on a permanent basis. No unit member is eligible to attain tenure. If the unit member's evaluations are not satisfactory in all categories, then the unit member may have his/her probationary period extended or his/her service shall be terminated. Only one additional probationary period of six (6) months may be granted to a new unit member. The unit member may be terminated during the probationary period as may be deemed in the best interests of the Board. Continuous probationary period(s) granted to a unit member shall not exceed twelve (12) months at a time.

B. When a unit member is transferred from one group or classification to a new group or classification involving a new job description, salary, and work responsibilities, the unit member is automatically placed on probation, with a formal evaluation due at the end of six (6) months. If the unit member

receives a satisfactory evaluation in all categories, then the assignment continues. In the event the evaluations are not completely satisfactory, the unit member may be given an extended probationary period, or be transferred back to the same group or classification which he/she held prior to the original transfer (as soon as one becomes available), or may be terminated, whichever is in the best interest of the school system.

- C. Probationary unit members will receive full pay and benefits pursuant to this Agreement, except where noted.

## ARTICLE XI UNIT MEMBER RIGHTS

- A. Items entered into a unit member's personnel file, except initial interview evaluations and confidential references pertaining to original employment or promotion shall be open to that unit member by mutual appointment, but unless otherwise requested by the unit member, shall only be available his/her principal, school manager, school/area supervisor, personnel staff (non-unit), accounting office (non-unit) and Superintendent of Schools.
- B. The unit member may write a rebuttal to any document placed in his/her personnel file. The rebuttal will be attached to the document and placed in the personnel file.
- C. No unfavorable entry shall be made to the unit member's file unless a copy is provided to the unit member.
- D. A unit member may not be disciplined or terminated if the discipline or termination is unreasonable, arbitrary, or illegal.
- E. The personal life of a unit member shall be the concern of, and warrant the attention of the Board only as it may directly prevent the unit member from performing his/her assigned functions during duty hours, be in violation of local, state, federal law, or interfere with the unit member's ability to effectively perform his/her job duties.
- F. When a meeting with a unit member is being called for the purpose of investigating an issue, which in the view of the unit member may give rise to disciplinary action, the unit member may request an association representative to be present. When a meeting with a unit member is being called for the purpose of suspension without pay, demotion, or discharge, the unit member shall be advised of his/her right to representation prior to the beginning of any such conference or meeting.
- G. Reduction in force

### **Definitions:**

**Seniority:** Seniority shall be defined as the length of full-time service with the Talbot County's Public Schools. It shall become effective one year following initial employment, but shall become retroactive to the first date of employment. Approved leaves of absence will neither count toward years of service for seniority purposes, nor be considered a break in service.

Reduction of Force (RIF) shall be defined as the termination of an employee position or reduction in time worked because of one or more of the following reasons:

1. Budget allocations
2. Decreased pupil enrollment
3. Discontinuation or reduction of State or Federal funding for special programs
4. Consolidation or closing of a school (s)
5. Discontinuation of courses of instruction and/or programs
6. Administrative reorganization

**Procedure:**

The following procedures will be followed in a reduction in force of classified personnel:

1. No employee will be terminated by virtue of his/her position being abolished if a probationary employee currently holds the same type of position within the same classification.
2. When no probationary employee is holding the same type of position within the same classification, seniority shall govern Reductions in Force, so long as the employee has
  - (a) Satisfactory performance in all categories of their evaluation, and
  - (b) The requisite qualifications, certifications and licenses
3. The Board shall provide thirty-five (35) calendar days written notice to all affected employees of any potential reduction in force and a minimum of ten days if the reduction in force will occur.
4. If an employee is to be terminated in accordance with this policy, and that employee is qualified to serve in a vacant position within another classification, the employee may be considered for the vacant position.

**Recall:**

1. Permanent employees whose employment has been terminated as a result of a reduction in force shall be re-employed in cases where the future vacancies develop in positions for which they are qualified. The employee who was released most recently being eligible for the first vacancy.
2. Recall privileges shall exist for a one (1) year period from the official date of termination due to reduction in force.
3. Recalled employees shall be allowed ten (10) workdays from the official date of recall to respond and then (10) workdays after the response to report to work.
4. Any recalled employee shall resume employment with the salary, index, and seniority which said employee had at the time of termination. Upon recall, all sick leave and unreimbursed annual leave shall be restored in the amount credited at the time of termination.
5. If an employee has been recalled and rejects the offer of a position, the employee shall be deemed to have waived his/her right to recall status.

- H. Substitute Teacher Assignment: Except for emergency or extenuating circumstances, no member shall be required to substitute for a teacher.

**ARTICLE XII**  
**JOB DESCRIPTIONS**

Each unit member may request a written job description. Job descriptions will also be available online.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURES**

A. Definitions

1. Grievant - A unit member or group of unit members filing a grievance or the Association when filing a claim under Article II of this Agreement.
2. Grievance - A written statement by a unit member that a dispute or disagreement exists involving the interpretation or application of the terms of this agreement.
3. Employer - The Board of Education of Talbot County or its administrative officers.
4. Days - Working days.
5. Association - Talbot County Education Association.
6. Class Action Grievance - A grievance filed by the Association on behalf of all eligible members of the bargaining unit. At least one affected unit member shall be named in and sign such a grievance.

B. Procedural steps - Within ten (10) days of when the unit member should have known of the act or condition, which is the basis of the complaint, the unit member may file a grievance with the school principal or his/her immediate supervisor.

1. Step 1 - The school principal or his/her designated representative or the immediate supervisor or his/her designated representative, shall have ten (10) days to give a written decision after receipt of the grievance.
2. Step 2 - If the grievance is not settled in step 1, the grievant may move it to step 2 within ten (10) days by written notice to the Superintendent of Schools. The Superintendent of Schools or his/her designated representative shall have ten (10) days to give a written decision after receipt of the grievance.
3. Step 3 - If the grievance is not settled in step 2, the Association, with the written consent of the grievant, may file a written appeal to the Board pursuant to Section 4- 205(c) of the Education Article of the Annotated Code of Maryland. The Board will schedule a hearing. The appeal will be heard by the Board or by a hearing examiner appointed by the Board.

**ARTICLE XIV**  
**LEAVES**

A. SICK LEAVE

Sick leave is a designated amount of paid leave that shall be granted to a unit member for medical reasons. Sick leave may be used for medical, dental or optical examinations or treatment.

1. Permanent unit members shall be entitled to the following prorated sick days yearly:

10 month employees	13 days
11 month employees	14 days
12 month employees	15 days
2. All eligible unit members shall be entitled to unlimited accumulation of sick leave.
3. A unit member must work at least 51 percent of his/her duty days for any month in which the employee is partially employed in order to receive credit for that month.
4. Eight (8) days of sick leave can be used for illness of a member of a unit member's family (child, grandchild, spouse, parent, in-laws, brother, sister, grandparent) and/or any person living regularly in the household of the employee. A Leave Request Form must be completed.
5. A FMLA qualified unit member shall at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. The Board reserves the right to require the employee to present medical confirmation of her physical ability or inability to return to duties. In addition, the Board reserves the right to request employees to submit satisfactory proof of illness.
6. The Board expects employees to be fully capable of performing their duties upon their employment. Any employee may be required to submit medical proof that they are continually able to perform their assigned tasks without danger to themselves or others.
7. Three (3) days of sick leave may be used each work year for personal leave, if a request is submitted, in writing, via the "Leave Form." Two (2) of these days will be allotted without giving a reason. Each request must be submitted forty-eight (48) hours in advance. Such leave will be taken in increments of at least one half day. Personal leave will be granted according to the following guidelines:
  - a. These days, if used one week prior to or one week following the Thanksgiving, Christmas and Easter holiday, or during the first five or last five duty days of the year may be used only with an approved reason.
  - b. If the personal leave is of an emergency nature, then verbal approval by the supervisor shall waive 5-a, as well as the 48-hour requirement. The verbally approved leave must be followed up immediately upon return to work via the



appropriate leave form.

- c. Three Personal leave days may not be taken consecutively without permission from the Superintendent or Designee. The reason for the request is required.
8. Unit members who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.
9. The Board shall allow unit members to use a maximum of five (5) sick days for the observance of religious holidays provided the unit member gives notice on a leave form by September 15<sup>th</sup> of each school year.
10. The Board shall have the authority to grant advanced sick leave to eligible support staff members with at least one year of service when requested in writing.
11. Unit members who have not taken any sick or personal leave days during the school year shall have two (2) additional days added to their accumulated sick leave days. For each semester of the school year that a unit member has not taken any sick or personal leave, one day will be added to their accumulated sick leave days.

#### B. BEREAVEMENT LEAVE

1. Each employee is entitled to the following bereavement leave, including the day of the funeral, memorial service, or interment:
  - a. Five (5) work days following the death of a child, parent, brother, sister, spouse, grandparent, grandchild, in-laws, or member of the immediate household.
  - b. One (1) work day following the death of an aunt, uncle, niece, or nephew. A unit member may use up to two (2) days, either sick or personal leave if available, in addition and in conjunction with the one bereavement leave day, so long as the leave form is submitted upon return to duty.

#### C. ANNUAL LEAVE

1. Permanent twelve (12) month unit members shall begin to accrue annual leave during their first year of employment.
2. During this initial probationary period of employment each unit member is credited with a one-half (1/2) day of annual leave for each full calendar month of employment which may be used after accruing three (3) days of annual leave.
3. Following the unit member's first anniversary date of employment, or July 1, each eligible unit member is credited with one (1) day of annual leave for each full month of employment. These annual leave days shall be available to for use during the next fiscal year of employment.
4. During the succeeding year of employment and each year thereafter, each eligible unit member is credited with one and one-fourth (1 1/4) days of annual leave for each full month of employment. These annual leave days (maximum 15) shall be available for use

during the next fiscal year of employment, the annual total of which shall be available at the beginning of the first duty day of the work or school year.

5. On July 1 following six (6), seven (7), eight (8), nine (9), and ten (10) years of employment, eligible twelve (12) month permanent unit members shall receive an additional one (1) annual leave day for each year up to a maximum, for a total of twenty (20) days.
6. A maximum of ten (10) days of unused annual leave are automatically transferred to the succeeding year. Any annual leave in excess of ten (10) days not used during the current year (prior to June 30) is permanently eliminated and forfeited. Unit members may request the Superintendent to grant a special exception to transfer additional unused vacation days under special circumstances. Requests must be made in writing with a justification of need provided.
7. Creditable annual leave may be used by the unit member prior to the resignation or retirement date provided the Board receives a sixty (60) day prior notice from the unit member. Any annual leave not used will be paid upon termination.
8. Annual leave is calculated on the basis of July 1 - June 30 employment, consistent with the fiscal year of the Talbot County Public Schools.
9. The use of annual leave must be approved in advance by the unit member's supervisor and the Superintendent or his/her designee on an approved leave form.

#### E. FAMILY AND MEDICAL LEAVE

The unit member's use of sick leave shall run concurrently with the employee's Family and Medical Act leave. All applications, interpretations, and implementation of the Family and Medical Leave Act shall be made consistent with Board policies and procedures.

#### F. PARENTAL LEAVE FOR ADOPTION

Any request for leave shall be accompanied by adoption papers for the child. Any unit member who has officially requested adoption leave shall be entitled to use up to four (4) calendar weeks of available accumulated sick leave provided the employee has indicated the number of days he/she desires to use and such days shall commence with the date the leave officially begins. In cases where both adopting parents are employees, such use of paid sick leave shall only be available to one employee. Personal leave and/or sick leave for a family member may also be used in conjunction with an adoption by either or both adopting employees.

#### G. MATERNITY

1. A leave for maternity shall apply to all female unit members employed by the Board of Education.
2. Any leave granted for maternity reasons shall require a certificate from the unit member's attending physician, attesting to the employee's fitness to perform regular job duties when she indicates a desire to return to work.

3. A maternity leave cannot be used while on any other extended leave. However, any unit member who has officially requested a maternity leave shall be entitled to the use of available accumulated sick leave as provided in this Agreement, during their period of disability.

#### H. JUROR OR WITNESS SERVICE

The Board of Education shall grant a temporary leave of absence for jury duty to a unit member if the official request is made available to the responsible principal, supervisor, or administrators and is forwarded to the Finance office. The following provisions shall apply:

1. While on jury duty, a unit member shall be paid the difference between his/her regular salary and the compensation he/she receives for jury service. An employee having served on a jury shall be required to endorse his/her check or turn in cash paid by Court for jury service over to the Board, thereby keeping his/her regular salary in effect.
2. When personal expenses are included in the check, the amount shall be refunded to the unit member by the Board if an accounting of these expenses by a court official accompanies the check.
3. When the unit member returns from jury duty, he/she must present a verification from the court of the actual number of days served on jury duty.
4. Whenever the unit member is temporarily excused from such jury duty by the court on a scheduled work day, he/she shall return to work if released in sufficient time to have two (2) or more hours on the job before normal quitting time.
5. A unit member shall notify the building principal or supervisor as soon as possible after being notified for jury duty in order that a suitable substitute can be employed by turning in a copy of the jury duty summons.
6. In certain urgent circumstances, the Board may request that the unit member be excused or exempt from such duty if the unit member's services are considered essential at the time of the proposed jury duty. The unit member shall make the Board aware that he/she has been requested to serve as soon as the court request is received by the employee by completing a leave request form.
7. Court Summons
  - a. When a unit member is to be absent due to a court summons, subpoena, or a witness, a copy of the summons, subpoena, or letter requesting the unit member's presence as a witness must be submitted to the School Manager or Supervisor and then forwarded to the Personnel Department. This requirement will allow the supervisor or building principal time to obtain a suitable substitute.
  - b. Salary Conditions
    1. Witness for the Board - If a unit member appears as a witness for the Board at an administrative or court hearing, with or without a subpoena, no deduction shall be made from the unit member's salary. The Superintendent or his/her designee shall determine if the case is Board

related.

2. Court Subpoena – An employee who is subpoenaed as a witness in a case (not related to their employment with the Board) shall be granted unpaid leave for the period of time the employee is unable to report to work. Written notice of the leave, to include a copy of the subpoena, must be provided to the employee’s supervisor at least five working days prior to the court date. An employee may use personal or vacation leave time, if available. The use of personal or vacation leave does not negate the need to provide the notice called for in the paragraph.

I. Leave of Absence for Study

An unpaid leave of absence for study or other professional improvement may be granted to bargaining unit members by the Board of Education for a period not to exceed one year, upon written application and with approval of the Superintendent.

CRITICAL AREA TEACHING SCHOLARSHIPS:

An unpaid leave of absence for study to become a certified teacher in a Board approved critical subject area may be granted to bargaining unit members by the Board of Education for a period not to exceed two years, upon written application and with approval of the Superintendent. Critical subject areas are determined annually per Maryland State Department of Education regulations. Unit members shall be provided full reimbursement for approved college expenses, excluding travel, if the unit member agrees to sign an agreement to work for Talbot County Public Schools for at least three (3) years once certification is achieved.

**ARTICLE XV**  
**FREE TUITION FOR CHILDREN OF MEMBERS**  
**RESIDING IN MARYLAND COUNTIES OTHER THAN TALBOT**

The Board shall waive tuition charges for any unit member who wishes to send the unit member’s child or child of legal custody to the Talbot County Public Schools of the unit member’s choice, during the period of legitimate employment, provided the unit member is not on probation and the child remains in good academic standing and adheres to all rules and regulations adopted by the Board of Education. However, when in the interest of the other students within the Talbot County Public Schools or educational plan of the Superintendent or Board it is necessary to return the child to the child’s regular school, such shall be done with due haste but with right of appeal.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS, FUNDING AND LEGALITY**

- A. Management Clause: Except as expressly provided otherwise by this Agreement, the Board of Education of Talbot County reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the Talbot County Public Schools under existing laws, rules, and procedures; to determine and implement the mission of the Talbot County Public Schools; to determine the educational policies of the Talbot County Public Schools system; to operate the Talbot County Public Schools; to direct the employees of the Talbot County Public Schools; to prescribe rules and regulations for the conduct and management of the Talbot County Public Schools; and to appoint and place unit members on the salary scale.

- B. Funding of Agreement: This Agreement is contingent on full funding by the County Government. In the event the Board's budget is not fully funded by the County Government, the Board will notify the Association in writing and furnish the Association with documents and communications between the Board and County Government which describe the funding shortfall. Receipt of these documents and correspondence by the Association shall be verified by a signed receipt. In the event the Agreement is not fully funded, the parties shall renegotiate the Agreement upon the request of either. The final determination as to all matters which have been the subject of negotiation or renegotiation shall be that of the Board.
- C. Legality of Agreement: In the event any portion of this Agreement is ultimately ruled to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

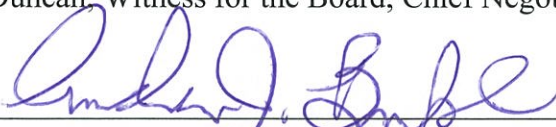
**ARTICLE XVII**  
**DURATION OF AGREEMENT**

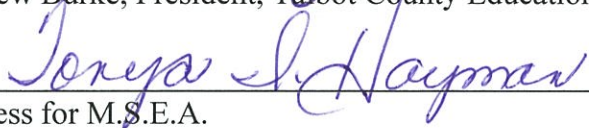
The provisions of this Support Staff Agreement will be effective as of July 1, 2021 and will remain in full force and effect until June 30, 2023. For contract year 2022-2023 either party may open negotiations for salaries only. Said Agreement will automatically be renewed and will be continued in full force and effect beyond June 30, 2023, unless either the Board or the Association gives written notice to the other no earlier than October 25, 2022 and no later than November 9, 2022 of a desire to reopen negotiations relative to the entire Agreement.

In witness whereof, the parties hereunto set their hands and seals this April 21, 2021

By:   
\_\_\_\_\_  
Susan Delean-Botkin, President, Talbot County Board of Education

  
\_\_\_\_\_  
D. Lynne Duncan, Witness for the Board, Chief Negotiator

By:   
\_\_\_\_\_  
Andrew Burke, President, Talbot County Education Association

  
\_\_\_\_\_  
Witness for M.S.E.A.

Whereas the Board of Education has approved and witnessed this agreement, then the validity of such act is hereby witnessed and approved by:

  
\_\_\_\_\_  
Kelly L. Griffith,  
Superintendent, Talbot County Public Schools