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**ARTICLE 1**  
**GENERAL PROVISIONS OF THE AGREEMENT**

**A. Definitions of "Board" and "TAAAC"**

The Board of Education of Anne Arundel County is hereinafter referred to as the "Board" and the Teachers Association of Anne Arundel County is hereinafter referred to as "TAAAC."

**B. Definition of "Unit I member"**

The term "Unit I member" in this Agreement shall apply to a certificated professional employee of the Board who spends more than 50% of the employee's time during required working hours in one or more of the following activities:

- instructing pupils
- preparing, processing, and distributing learning materials for pupils
- planning activities for pupils
- guiding and counseling pupils
- diagnosing and helping to solve adjustment and learning problems of pupils
- mentoring teachers
- serving as a resource teacher

Exceptions shall be the Superintendent and any person designated by the Board to act in a negotiating capacity.

"Pupil Services Persons" shall refer to psychologists, psychology specialists, pupil personnel workers, counselors, speech pathologists, social workers, occupational therapists, physical therapists, and school test coordinators.

"Teacher" shall refer to all other Unit I members.

**C. Definition of "Items"**

The portions of this Agreement designated by capital letters shall be referred to as "items."

**D. Authority of the Board**

TAAAC recognizes the Board as the agency charged with the legal responsibility for the successful operation of Anne Arundel County Public Schools (AACPS). This responsibility shall include, but not be limited to:

1. The determination and administration of school policy;
2. The operation and management of the schools;
3. Directing and scheduling the work of its employees and evaluating their performance;
4. Hiring, promoting, transferring, assigning and retaining employees in positions;
5. Suspending, discharging and disciplining employees for cause and;
6. Determining the method, means and materials of instruction for delivery of services to students;
7. Subject only to the provisions of this Agreement.

Nothing in this Agreement shall be construed as an abrogation of the legal responsibilities, powers and duties of the Board.

**E. Recognition of TAAAC**

The Board recognizes TAAAC as the exclusive representative to serve as the negotiating agent for Unit I members in accordance with the provisions of Section 6-401, of the Education Article of the Annotated Code of Maryland.

If the Board or the administration consider any changes in the bargaining unit (Unit I) represented by TAAAC, negotiations will be held with TAAAC prior to negotiations with any other group or organization and before any change in the composition of Unit I. Further, changes in the composition of the TAAAC bargaining unit may not occur during the life of any negotiated contract without mutual consent of TAAAC and the Board, provided, however, that if Section 6-404(b) (or a successor provision) of the Education Article is repealed or is invalidated by a court, this provision of the agreement shall be void.

**F. Non-Discrimination by TAAAC**

TAAAC agrees to continue its policy of non-discrimination, as set forth in its bylaws, in admitting Unit I employees to membership, applying the terms and conditions of membership, and representing Unit I employees without regard to membership or non-membership in TAAAC. Non-members may expect representation in answers to Agreement-related questions, grievance processing and negotiations.

**G. Non-Discrimination by Board**

The Board agrees to continue its policy of non-discrimination in employment, as set forth in its policies. The Board agrees not to discriminate against Unit I members because of membership or non-membership in TAAAC.

**H. Non-Discrimination in this Agreement**

The provisions of this Agreement shall not be applied in any arbitrary or capricious manner, nor in any manner discriminatory on the basis of race, sex, age, national origin, religion, disability, sexual orientation, or socioeconomic status.

**I. Effect of Agreement on Other Policies**

This Agreement shall affect existing policy of the Board only to the extent that the provisions hereof are inconsistent with such policy, in which case the provisions hereof shall take precedence to the extent of such inconsistency.

**J. Renegotiations**

The items of this Agreement not requiring fiscal support shall be valid and binding when duly ratified by TAAAC and the Board, and thus shall be construed under the laws of the State of Maryland. The items which require fiscal support shall likewise be valid and binding if following budget enactment by the County Council the Board raises no question concerning the adequacy of funds for their implementation.

If categories which contain requests for funds to support items in this Agreement are reduced by the County Council, and the Board feels that it cannot implement the provisions of the items as negotiated, further negotiations on these items shall be instituted within five (5) work days after enactment of the budget by the Council. Agreements reached shall be submitted to the parties for ratification at their next regularly scheduled meeting following a five (5) work day preparation period.

**K. Severability**

The Board and TAAAC agree that if any of the provisions of this Agreement or the application thereof to any person or circumstance shall be held invalid for any reason, such invalidity shall not affect the other provisions or any other application of this Agreement which can be given effect without the invalid provision or application, and to that end all provisions of the Agreement are hereby agreed and declared to be severable.

**L. Reopening Negotiations by Mutual Consent**

The Board and TAAAC agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or Agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Board and TAAAC agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except by mutual consent.

**M. Printing and Distributing Agreement**

The Board agrees to print this Agreement for all Unit I members after it has been ratified by the parties and fiscal items have been funded by the County Council. Fiscal items subject to renegotiations as a result of inadequate funding will be omitted. Renegotiated items will be printed following agreement by the parties. The cost of printing these items shall be equally shared by TAAAC and the Board. The number of copies will be mutually agreed upon by both parties. The Board will post the ratified agreement on the AACPS website.

**N. Superintendent-TAAAC Discussion**

Upon request of either party the Superintendent or designated representative(s), shall meet not less than quarterly with the President (or Executive Director) of TAAAC, or designated representative(s), to review and discuss recommendations and/or other matters of mutual concern to the parties to this Agreement.

**ARTICLE 2**  
**UNIT I MEMBERS' RIGHTS, PRIVILEGES,  
AND RESPONSIBILITIES**

**A. Individual Rights**

Nothing in this Agreement shall be construed to prevent Unit I members from exercising their individual professional rights, privileges or responsibilities.

**B. Availability of Policies and Bylaws**

All AACPS policies, regulation, the Handbook of Emergency and Legal Procedures (HELP), and other resource materials shall be made available on the AACPS website/intranet. The Regulations of the Maryland State Department of Education can be accessed using <http://www.marylandpublicschools.org/MSDE>.

**C. Notification of Legal Rights**

In case of charges against Unit I members which may result in dismissal the Board shall apprise them in writing of the charges against them and of their legal rights. TAAAC may assist them in exercising their legal rights upon request.

No Unit I member shall be told to resign as an alternative to this procedure.

**D. Procedures for Suspension of Unit I Member**

A Unit I member who is temporarily suspended from duty by the Superintendent, pending action by the Board, shall be notified in writing of the charge(s). If a conference with the member for an explanation of the charge(s) has not been held prior to the suspension, upon request of the member such a conference shall be held by the Superintendent and/or designee(s) within seventy-two (72) hours after the request is received.

A Unit I member may request a hearing before the Board as provided in the Education Article of the Annotated Code of Maryland, Section 6-202. If the Unit I member requests a hearing, the member shall continue to be paid the member's salary until the Board renders a decision or until ninety (90) duty days after the hearing request, whichever comes first. The member will be paid his/her salary beyond the ninety (90) duty days after the hearing request if the Board's decision has not been rendered and if the delay in the proceedings has been caused or requested by the school system's staff, counsel, or hearing examiner. The member must further agree to a hearing to be held within sixty (60) days of the date the member's counsel is provided with the complete administrative investigative file and a letter from the Superintendent of Schools specifying a detailed list of the allegations upon which the Superintendent's recommendations are based. If this time period is during the summer between school years, the hearing will be held only when witnesses are available, even if this causes the hearing to be conducted outside of the above sixty (60) day requirement.

**E. The Superintendent may suspend without pay pending a recommendation for dismissal a Unit I employee charged with a crime or crimes under the following circumstances:**

1. The alleged crime is a felony crime against person,
2. The victim of the alleged crime is under 18 years old or is a student,
3. The evidence supporting the felony allegation has been reviewed at a preliminary hearing. In the event that the alleged felony was charged in a jurisdiction outside of Maryland, the review of supporting evidence must be reviewed by a similar preliminary hearing procedure, and
4. If the criminal charges are dropped and the Unit I employee is reinstated the Unit I employee shall be reimbursed all wages lost during the period of suspension.

**F. Personnel Files**

All items entered in a Unit I member's Personnel File in the Division of Human Resources after March 5, 1969, and in the Personnel File in the school office after March 5, 1973, except confidential references pertaining to

original employment or promotion, shall be open to that member by appointment or the member can authorize review of the file by designating the member's representative in writing to the Executive Director of Human Resources or designee or appearing in person with the representative. Otherwise the file shall be available to no one else except administrative and supervisory personnel and the clerical staff of the office where the file is located. Any request for copies of files must be made in writing by the member or representative on a form which will be available at the time of the request. These forms will also be available at other times upon request.

In case of any action taken against a Unit I member in connection with suspension or termination of employment, no documents shall be submitted as evidence which have not been made a part of the Personnel File described in the above paragraph.

No unfavorable entry, including documents relating to disciplinary action, shall be placed in the Unit I member's file without that member's knowledge. The member shall sign such entry to indicate only that the member is aware of the entry. If a member refuses to sign an entry, the originator shall attach a statement signed by a witness that the member was shown the item but refused to sign. If a member has left and is unavailable to sign an entry, a copy shall be sent to the member by certified mail and the mail receipt shall be attached to the file copy.

Unit I members shall have the right to respond in writing to any material placed in their Personnel File. Such response shall be attached to the appropriate file copy.

**G. Employee Rights**

The following rights shall be guaranteed each Unit I member.

1. Political Rights

The Board and TAAAC recognize the right of Unit I members to participate in political governmental affairs in a manner afforded any other citizen, including the right to vote; the right to be an active member of a political party of their choice; the right to campaign for candidates for election to public office; and the right to seek, campaign for, and serve in public office.

2. Prohibited Political Activities

Political activities of any Unit I member seeking or holding office or campaigning for a candidate shall be conducted outside the classroom and school premises and outside working hours.

The following activities upon property under the jurisdiction of the Board are specifically prohibited:

- a. The posting of political circulars or petitions on bulletin boards.
- b. The distribution to employees, whether by placing in their school mailboxes or otherwise, of political circulars or petitions, United States mail being excepted.
- c. The collection of and/or solicitation for campaign funds.
- d. The solicitation for campaign workers.
- e. The use of pupils for writing or addressing political materials, or the distribution of such materials to pupils.

Unit I members shall refrain from exploiting the privilege of their positions. Neither shall members exploit pupils in any way for political purposes for themselves or for any party or candidate.

3. Protection Against Jeopardy of Position

The positions of Unit I members will at no time be in jeopardy due to their political activities as long as they adhere to the terms of this Agreement and the Board of Education Policies and Regulations Manual.

4. Political Leave

Tenured Unit I members shall be granted leave of absence without pay for the purpose of running for or serving in a public office if such participation interferes with their assigned duties.

Unit I members shall make the requests for leave of absence at least thirty days prior to the effective date.

5. Use of School Facilities Denied

Unit I members engaged in political activities such as seeking or holding public office shall not use the school's secretarial help, mailing service, telephone, office equipment and/or supplies for this purpose. This would not prevent a secretary from voluntarily assisting a Unit I member political candidate outside of the secretary's workday.

Political activities of any Unit member seeking or holding office or campaigning for candidate shall be conducted outside the classroom and school premises and outside working hours. These political activities include seeking advice, counsel, or assistance from other employees.

6. Privileges Not Denied

Nothing in this Agreement shall prevent:

- a. The dissemination of information concerning school tax and/or school bonds.
- b. The use of "bumper stickers" or other expressions of individual preference upon automobiles which members normally park on school grounds.

**H. Out-of-School Activities**

The personal life of a Unit I member during non-duty hours shall not be the subject of action by the Board or its administrative officials, provided these activities do not clearly impair the members' effectiveness in their assignments.

**I. Leaving School During Lunch Period**

Unit I members are permitted to leave school property during their duty-free lunch period. This provision shall be withdrawn in the event of a school-wide emergency.

**J. Retirement Information**

Upon request to the Division of Human Resources, Unit I members eligible to retire shall be provided with literature explaining the various options available to them upon retirement. A conference will be held for the member who wishes it.

**K. Access to Telephone**

Unit I members shall be given access to a telephone for the purpose of contacting parents or conducting other professional business in a confidential manner.

**L. TAAAC Membership**

No Unit I member shall be constrained from joining or coerced to join TAAAC by either the Board or TAAAC or any of their representatives.

**M. Academic Freedom**

Unit I members shall have freedom in classroom presentations and discussions to introduce fairly all sides of reasonably controversial issues which are relevant to the basic content of the course. The basic content of a course and provision for its implementation and supervision shall be the responsibility of the Board.

**N. Responsibility for Total Program**

Unit I members shall accept the responsibility for understanding the contributions of the entire school program, both curricular and extra-curricular. They shall strive to improve the total school program.

**O. Participation in Curriculum Development**

Within the regular work week, as defined in Article 11, Item A, Unit I members shall regularly participate in curriculum development individually and in committees to which they may be appointed.

**P. Responsibility for Materials, Books and Money**

Unit I members may from time to time be required to collect and transmit money to be used for educational purposes. They will not be held responsible for the loss of such money provided the loss is not due to their negligence and provided they have followed the procedures established by the school for the handling of funds.

Unit I members will be answerable for the books, materials and equipment assigned to them in the course of an academic year. They will not be financially responsible for the materials, their loss or damage to them unless they are negligent.

**Q. Availability for Parent Conferences**

Parent conferences shall be scheduled with the time for such meetings being established by mutual agreement between the Unit I member and other persons involved.

**R. Outside Tutoring for Pay**

Information disseminated to Unit I members and TAAAC concerning its tutoring service shall include the following statement:

Tutoring for which compensation is involved shall be subject to the following conditions:

1. During the school year, regularly employed teachers may not tutor students attending the school to which they are assigned in any subject offered in that school's regular curriculum, and pupil services persons shall not provide private professional services for pay for students enrolled in the school(s) to which they are assigned.
2. Before beginning work for pay with any student, the tutor shall have consulted with the regular teacher of the subject to be tutored. Where receipt of a unit of credit is involved the tutor and the student shall have received prior approval from the local school principal. Pupil services persons shall have consulted with the principal before beginning work for pay with any student outside the school(s) to which they are assigned.

**S. High School Graduation**

Unit I educators who attend and assist with graduation exercises outside the established work week will receive one-half day of early release time. The day shall be mutually agreed upon between the educator and principal and may occur before the graduation date, but if the educator fails to attend and assist after taking the day, one-half day will be deducted from the educator's leave account.

**T. Right to Confidentiality**

Unit I members have the right to confidentiality in disciplinary actions and job counseling. AACPS administrators and supervisors shall ensure that such actions are taken outside of the presence, view, or hearing range of colleagues, students, parents, members of the public, and other administrators who do not have a role in the action. In the event that an investigation is conducted, the existence of the investigation shall not be revealed to any person without a need to know. Nothing herein prohibits an administrator or supervisor from taking immediate action in an emergency situation.

**ARTICLE 3**  
**SALARY AND OTHER COMPENSATION**

**A. Teacher Scale**

The salary scales for July 1, 2015, through June 30, 2016 shall reflect the same salary rates as those of 2014-2015 increased by two percent (2%) across the board. All eligible Unit I employees (excluding newly hired employees for the 2016-2017 school year and employees located on Step 25 on June 30, 2016) will receive a one (1) step increase for FY2017 effective on the second pay period in accordance with the FY2017 payroll cycle for each Unit I employee. All Unit I employees located on Step 25 on June 30, 2016 and remain active on Step 25 at the date of Board ratification, will receive a one (1) time payment of \$926.31.

Both parties agree and commit to continue the work of the joint subcommittee on salaries to investigate and/or address inequities in the salary scales during 2015-2016 for 2016-2017.

Both parties agree to pursue a joint multi-year effort to create a competitive salary scale for Unit I employees that is at least in the mid-range of the surrounding districts on every step and every column. Those surrounding districts include Montgomery, Calvert, Howard, Prince George's, Baltimore County, Baltimore City, Harford, and Queen Anne's.

**B. Master's Plus 30 Hours**

A salary increment for the Master's degree plus 30 hours shall be based on a completed program approved by the Executive Director of Human Resources. To be eligible for consideration for the increment, an applicant shall hold a professional certificate and shall have earned a Master's degree and at least thirty hours of acceptable post-baccalaureate graduate credit in professional education courses for kindergarten through grade twelve or in content fields represented in the AACPS curriculum.

A grade of "B" or better in all courses submitted shall be required in qualifying for the increment for Master's plus thirty hours of study, except that completion of an established program of advanced study at a university, such as the Advanced Graduate Specialist program, shall be accepted by the Board.

**Master's Plus 60 Hours**

A salary increment for the Master's degree plus 60 hours shall be based on a completed program approved by the Executive Director of Human Resources. To be eligible for consideration for the increment, an applicant shall hold a professional certificate and shall have earned a Master's degree and at least sixty hours of acceptable post-baccalaureate graduate credit in professional education courses for kindergarten through grade twelve or in content fields represented in the AACPS curriculum.

A grade of "B" or better in all courses submitted shall be required in qualifying for the increment for Master's plus sixty hours of study, except that completion of an established program of advanced study at a university, such as the Advanced Graduate Specialist program, shall be accepted by the Board.

**C. Doctorate Degree**

A Doctorate degree shall be recognized for a salary increment if it was earned at a regionally accredited university in a subject or field which the Maryland State Department of Education has recognized through the issuance of a certificate at the bachelor's or master's level of preparation.

An additional increment shall be paid to any teacher holding a Doctorate degree who is eligible in accordance with the provisions of this item.

**D. Exception for Conditional Certificate**

Holders of Provisional Degree Certificates who are within three (3) semester hours of completing Standard Professional Certificate requirements, or who have completed the teacher education program in their teaching fields in a regionally accredited college but do not meet Maryland's requirements, shall be paid on the professional salary scale for one (1) year to give them an opportunity to qualify for the Standard Professional Certificate.

**E. Penalty Lapsed Certificate**

Unit I members who are issued conditional certificates because of failure to renew professional certificates will have their salaries reduced by \$1,000 the first year, \$1,500 the second year and \$2,000 the third year and each year thereafter until they have reinstated their professional certificates.

**F. Experience Credit**

Except as provided below, a new Unit I member or former Unit I member in AACPS shall receive experience credit for up to twenty (20) years of verified full-time teaching experience during the regular session, from preschool through grade twelve, in an educational institution which is approved by the State Department of Education in the state in which it is located or related professional experience within their area of certification.

External applicants entering AACPS service for the 2016-17 school year will have their respective credit for prior experience reduced by two (2) years less than this section would otherwise provide. External applicants entering AACPS service for the 2017-18 school year will have their respective credit for prior experience reduced by one (1) year less than this section would otherwise provide.

The Superintendent and the Board may offer up to five (5) additional years of experience credit to exceptionally qualified candidates in hardship areas as designated by the Division of Human Resources. No present or former Unit I member of AACPS shall lose any years of experience credit which the AACPS had recognized. However, a former Unit I member who has had teaching experience elsewhere since leaving AACPS shall be limited to the above experience credit for subsequent teaching experience outside the system if rehired by AACPS.



The limitation of experience credit for teaching outside Anne Arundel County shall not preclude the granting of additional credit for military service or work experience in accordance with policies of the local or state board of education. Experience credit may also be received for up to fifteen (15) years of related professional experience within their area of certification.

The 10-month school year shall consist of one hundred ninety one (191) days; a full month of teaching experience shall normally be considered nineteen (19) days. To compute the experience credit of an individual teacher the following shall apply:

1. Lost time shall be the leaves of absence which are normally granted without experience credit, or any other leaves granted in special circumstances and any time without pay.
2. The sum of these lost time absences shall be divided by nineteen (19) days to determine the months of lost experience credit; a major fraction shall be rounded off at the next highest number of months.
3. To determine the creditable months of experience, the months of lost service as computed above shall be subtracted from a full school year of ten months.
4. Days lost after the expiration of a Unit I member's earned accumulated sick leave shall not constitute a break in service.
5. Days lost after the expiration of sick leave are regarded as lost time (regardless of whether or not salary is continued by the sick leave bank).

Except as indicated above, at the beginning of the school year each Unit I member shall be placed on the salary scale at the next step above that of the previous year. Part-time employees will be moved up the salary scale on a pro-rated basis based upon full-time equivalency. If the Unit I member has been rated Second Class the member will not be placed on the next experience step. A major fraction shall count as a whole year in determining the step, although the record of experience credit in whole numbers and tenths, to which experience in succeeding years shall be added.

No Unit I employee will receive an automatic salary step increase pursuant to this section during the school year beginning July 1, 2015 and ending on June 30, 2016.

Part-time teachers shall receive credit for service in the same proportion as their fractional part of the full-time salary.

**G. Salary Scale for Counselors, Psychologists, Psychology Specialists, Speech Pathologists, Pupil Personnel Workers and Social Workers**

The salary scales for psychologists, psychology specialists, and pupil personnel workers are set forth in Appendices A through AAAA which are attached to this Agreement. The salary scales for 200-day, 210-day, and 12-month counselors are set forth in Appendices A through Appendix AAAA which are attached to this Agreement.

1. Pupil services persons shall be credited with .5 days of sick leave for each pay period they are employed, the total of which will be available at the beginning of the school year.
2. 12-month pupil services persons shall be credited with one (1) day of annual leave for each pay period they are employed.
3. Unit I members on the single column scales for school psychologists, pupil personnel workers, psychology specialists, speech pathologists and social workers will be paid a salary increased by \$1,000 for holding a doctorate degree.

**H. Athletic Directors' Salary Scale**

**201~~63~~-174 Athletic Directors' Salary Scales**

<u>1-3</u>	<u>4-6</u>	<u>7-9</u>	<u>10-12</u>	<u>13+</u>
<u>9,847</u> <u>10,004</u>	<u>11,816</u> <u>12,052</u>	<u>13,785</u> <u>14,0161</u>	<u>15,755</u> <u>16,070</u>	<u>17,724</u> <u>18,079</u>

Using the appropriate step, the above will be added to each athletic director's teacher's salary to establish each athletic director's salary to be paid each pay periods. The above salaries will increase by the same rates as the teacher salary scales increase.

**I. Extra-Curricular Pay Scale**

Additional compensation allowances provided by the extra-curricular pay scale Appendix B shall be applicable for services voluntarily rendered by Unit I members in addition to their required workweek, subject to the following conditions:

1. Conditions Applicable

a. Assignment by Principal

The principal of the school which sponsors the extra-curricular activity shall have assigned the teacher in writing to the position of responsibility prior to the beginning of the activity.

b. Period of Assignment

The principal's assignment to each position shall continue from year to year unless terminated by either the principal or the assignee in writing by no sooner than the end of the assignment nor later than the end of the school year except where not administratively feasible.

c. Advice of Faculty Advisory Council

The specific extra-curricular programs and the number of teachers assigned to each extra-curricular activity in each school shall be determined by the principal, with the advice of the Faculty Advisory Council. However, guidelines for the implementation of extra-curricular programs may be prepared and distributed by the central office staff.

d. Factors Considered in Assignment

It shall be the responsibility of the principal when assigning extra-curricular duties to give consideration to the educational objectives of the activities and to economy.

e. Shared Assignment

When two or more teachers share the responsibility for an extra-curricular activity to which one teacher would otherwise be assigned, the principal shall indicate on the written notice of assignments how the allowance is to be divided, after consultation with the teachers involved.

f. Limitation of Assignment

There shall be no limitation on the number of activities per year for which a teacher maybe eligible for compensation. Assignment is at the discretion of the principal with the advice of the athletic director, where appropriate.

g. Contracts for Assistant Coaching

Before a contract is offered to an assistant coach in any sport, the head coach shall be consulted.

h. Yearbook/Flexible Contract

One flexible Class VI extra-curricular contract shall be available at each elementary school and developmental center. In schools where responsibility for the yearbook is assumed by other than a Unit I Member, the contract shall be provided in accordance with the conditions outlined above in Article 3(n) 1(a)-(1 ).

2. Longevity Scale

Except as provided below, experience credit earned after the 1979-80 season shall accumulate towards a longevity scale. Experience credit is earned within a single activity. Teachers who serve as class advisors shall earn experience credit for each year during which they serve as class advisors. Those who follow a class will be paid based on the rate appropriate for that class, but will earn experience credit for each year of sponsorship of any qualifying class.

**The scale shall be effective as follows:**

	EXTRA CURRICULAR SCALES				
	School Year 2013-2014				
	1-3	4-6	7-9	10-12	13+
Class I	<u>3,363,430</u>	<u>4,036,117</u>	<u>4,708,802</u>	<u>5,381,489</u>	<u>6,053,174</u>
Class II	<u>2,690,744</u>	<u>3,228,293</u>	<u>3,766,841</u>	<u>4,304,390</u>	<u>4,842,938</u>
Class III	<u>2,018,058</u>	<u>2,422,470</u>	<u>2,826,882</u>	<u>3,228,293</u>	<u>3,632,705</u>
Class IV	<u>1,345,172</u>	<u>1,614,646</u>	<u>1,883,921</u>	<u>2,152,195</u>	<u>2,421,469</u>
Class V	<u>1,008,102</u>	<u>1,210,235</u>	<u>1,412,441</u>	<u>1,613,645</u>	<u>1,815,851</u>
Class VI	<u>672,685</u>	<u>807,823</u>	<u>944,960</u>	<u>1,075,109</u>	<u>1,209,123</u>
Asst. AD	<u>3,532,602</u>	<u>4,238,323</u>	<u>4,944,043</u>	<u>5,651,704</u>	<u>6,357,485</u>

Assignments at the above rates will increase by the same rates as the teacher salary scales increase.

3. Payment Schedule

Payment will be made following the close of each semester for extra-curricular activities that extend throughout the entire school year. Requests for payment must be submitted by January 30 and the last duty day of the school year.

4. Movement for Salary Purposes

- No assistant coach who becomes a head coach will suffer a loss in pay as a result of that change.
- If a head coach or lead advisor in an activity becomes an assistant coach or assistant within the same activity, there shall be no reduction in years of experience credit for placement on the pay scale.

Activities are defined as those sports of the same name, both male and female and any of the paid sponsored activities with similar names, goals, objectives and programs.

5. Athletic Directors

Each senior high school shall have an Athletic Director. Athletic Directors shall have in their daily schedule one (1) period for Athletic Director duties and one (1) planning period. A student secretary will be assigned to the Office of the Athletic Director for three (3) hours each workday, if students can be found for such employment.

**J. Extra-Instructional Programs**

Unit I members in extra-instructional programs for which compensation is paid during the regular school year shall be paid \$25.00 per hour. (This item is not applicable to extra-curricular activities enumerated in Article 3, Item I.)

**K. Compensation for Team Leaders**

Unit I members who serve as middle school interdisciplinary team leaders will be compensated for the additional work required by these positions at the rate of \$2,000 per annum.

Unit I members designated as elementary school or special education center instructional team leaders will be compensated for the additional work required by these positions as defined, at the rate of \$2,000 per annum.

All other school based elementary school Unit I members shall serve the teams in an advisory basis, but will not be required to attend all meetings.

**L. Compensation for Cooperating Teachers**

All stipends paid by colleges for supervising student teachers will be paid to the cooperating teachers who supervise the student teachers.

**M. Payroll Deduction for Tax-Deferred Supplemental Retirement**

Tax-deferred supplemental retirement programs shall be made available to Unit I members from the carriers mutually approved by the Board and TAAAC. Deductions taken will be submitted to the common remitter on a bi-weekly basis before a regularly scheduled pay day. There shall be no less than two (2) tax-deferred supplemental retirement product vendors allowed to collect contributions by payroll deduction.

10-month Unit I members who elect the twenty-six (26) pay option and all 12-month Unit I members will have such deductions taken at each pay (e.g. 26 deductions) 10-month Unit I members who elect the twenty-two (22) pay option will have twenty-two (22) deductions per year. All newly hired Unit I members will be paid on the twenty-six (26) pay schedule

**N. Payroll Deduction — Credit Union**

The Board shall make payroll deductions for payment to any NCUA insured credit union. 10-month and 200 day Unit I members who elect the twenty-six (26) pay option and all 12-month Unit I members will have twenty-six (26) deductions to the credit union per year. 10-month and 200 day Unit I members who elect the twenty-two (22) pay option will have twenty-two (22) deductions per year. Beginning July 1, 2001, all newly hired Unit I members will be paid on the twenty-six (26) pay schedule.

**O. Payroll Deduction — Savings Bonds**

At an employee's written request, the Board shall make payroll deductions for U.S. Savings Bonds.

**P. Flexible Spending Accounts**

AACPS provides a Section 125 account to permit pre-tax payment of employee premiums for dependent care and health care costs and to permit pre tax deductions into a Flexible Spending Accounts, as elected by the employee. The Section 125 Plan is administered in accordance with IRS regulations. Employees must elect participation in the FSA program each year.

**Q. Salary Payment Plan**

For ten month, 200 day, and 210-day Unit I members, one twenty-second of each member's salary shall be paid to a lead bank every two weeks for the ten months of employment. 10-month and 200-day Unit I members may opt to have one twenty-sixth of their salary paid to the lead bank every two (2) weeks for twelve months each year. Unit I members who choose the 26 pay option must submit their request to the compensation office between June 1 and July 31. The Unit I member may not change that election again for a full year. The selected option will continue from year to year unless changed during a subsequent June 1 to July 31 time period. For 12-month Unit I members, one twenty-sixth of each member's salary shall be paid to the lead bank every two (2) weeks for the twelve (12) months of employment. The lead bank shall be chosen by the Board. Salary payments shall be calculated two (2) weeks subsequent to the period of earnings. The first payment will be made either the second or third week in September. The Board shall, at the biweekly pay periods, provide to each member a statement of all monies earned, deductions and reductions made and the net amount deposited in the member's name with the lead bank. Beginning July 1, 2001, all newly hired Unit I members will be paid on the twenty-six (26) pay schedule.

Each year, the first salary payment for 210-day employees will be made two (2) weeks prior to other employees who work less than twelve months.

The lead bank will deposit or transfer the Unit I member's pay as directed by that individual. The lead bank may deposit the member's pay in a charge-free checking account at the lead bank, forward the pay to savings or investment accounts in the lead bank as directed, or transfer the pay to a selected home bank. The member may stipulate the placement or transfer of funds by written direction. Exceptions to the payment plan will be as follows:

1. If a Unit I member's effective date of employment is after the first day of duty according to the school calendar, the salary for the first pay period of service shall be the appropriate per diem rate of the annual salary, less deductions, for each day.

2. If a Unit I member resigns or takes leave of absence before the last day of duty at the end of the year be the appropriate per diem rate of the annual salary, less deductions for each day the member was employed during that pay period.
3. The final salary check for any Unit I member who has been employed less than the full year shall be adjusted so that the member's gross salary for the year shall be the appropriate per diem rate of the annual salary times the difference between the number of duty days of employment and the number of days of lost time.

In case of a Unit I member's absence not covered by paid leave policies of the Board, the lost time deduction shall be the appropriate per diem rate of the annual salary for each day.

**R. Employee Notification of Salary**

During the first month of duty of the new fiscal year a copy of the salary scale with the member's annual salary indicated shall be delivered in a confidential manner to each Unit I member.

**S. Account Adjustment Protection**

The Board of Education agrees to guarantee that any adjustment made by the Payroll Department to a Unit I member's banking account through the direct deposit system will be done only after advance, written notice to the member.

**T. Compensation for Summer Hearings/Court Cases**

10-month Unit I members who are required at the request of the school system to serve as witnesses at school related Special Education hearings or school related court cases between the end of one ten (10) month work year and the beginning of another will be paid an hourly rate computed from the Unit I member's actual per diem rate in effect at the time of the hearing or court case with a minimum of three (3) hours applied. Unit I Members shall be reimbursed at the rate included in this negotiated agreement for authorized travel relating to their attendance at such hearing(s) or court case(s).

**U. Professional Development Summer Pay**

10-month Unit I members will be paid \$25 per hour for attending system approved non-credit professional development activities outside the regular workday/work year. 10-month Unit I members will be paid \$200 per day for instructing professional development activities during the summer.

10-month Unit I members will be paid \$200 per day for curriculum writing.

**V. Stipend for National Certified School Counselors (NCSC)**

Guidance counselors shall be paid an annual stipend of \$1,000 for the attainment or maintenance of the National Certified School Counselor designation issued by the National Board for Certified Counselors.

**W. Stipend for National Certified School Psychologist (NCSP)**

School Psychologists shall be paid an annual stipend of \$2,000 for the attainment or maintenance of the National Certified School Psychologist designation issued by the National School Psychology Certification Board.

**X. Reimbursement of ASHA Dues**

Speech and Language Pathologists who submit documentation of dues payment to the American Speech-Language Hearing Association will be reimbursed the dues amount by the Board.

**ARTICLE 4**  
**EMPLOYEE BENEFITS**

**A. Healthcare**

Both parties explicitly acknowledge that health care is a mandatory topic for negotiation in accordance with Section 6-408 of the Education Article of the Annotated Code of Maryland. Anne Arundel County Public Schools provides healthcare plans in accordance with this negotiated agreement and applicable law.

All healthcare coverage shall be the subject of joint health care negotiations conducted with all AACPS bargaining units and the agreement reached with all bargaining units in this manner shall be incorporated into and made part of this Agreement.

The Board/Employee premium share for the Preferred Provider Network (PPN/PPO) shall be 75/25 through calendar year 2013. Effective January 1, 2014, the premium share shall be 70/30.

The Board/Employee premium share for the Blue Choice Health Maintenance Organization (HMO) shall be 94/6. Effective January 1, 2014, the premium share shall be 93/7.

The Board/Employee premium share for the Triple Option (Point of Service) plan shall be 90/10.

The Board/Employee premium share for all Dental Plans shall be 80/20 through calendar year 2013. Effective January 1, 2014, the premium share shall be 75/25.

The Board/Employee premium share for the BC/BS Select Vision Plan shall be 80/20.

Coverage is available on an individual, employee and spouse, parent & child or family basis for Unit I members who elect to enroll during the annual open enrollment period or within 30 days after the effective date of their employment or a qualified lifestyle change. Dependent coverage is extended to spouses without regard to gender. Evidence of dependent eligibility is required when adding a dependent to AACPS healthcare coverage.

The employee premium share for Individual only coverage for the Low Option Blue Choice HMO Plan is 9.5% of the employee's box 1 W-2 income. There is no Board funding for dependent coverage. The Low Option Blue Choice HMO Plan meets the minimum value and affordability requirements established by the Affordable Care Act and includes an incorporated prescription plan with three tiers. Further coverage information can be found in Appendix C.

**Prescription drug benefit co-pays are being negotiated in a joint effort with all employee bargaining units and remain unsettled at the time of the publication of this ratified Negotiated Agreement. Once agreement is reached on these provisions it will be communicated and posted on the Employee Relations web page.**

The Board will provide a 3-tier prescription drug benefit. PLAN BENEFITS ARE AS DESCRIBED IN THE ATTACHED MEDICAL AND PRESCRIPTION COMPARISON CHART [APPENDIX C] AND VISION AND DENTAL CHARTS [APPENDIX D]

The Board reserves the right to bid the Board-sponsored Health Plan. TAAAC will be a party to the selection process regarding all qualified respondents to the R.F.P.

**B. Indemnification of Employees**

To the extent there is a change in the vendor of the administrative services organization or the insurer (third party or self-insurer), the Board of Education will fully indemnify the participant for all medical costs, fee expenses, charges and the legal fees and costs, if any, to enforce this indemnity in the event a participant's current in-network health care provider is not an in-network provider with the new vendor at the time the program is implemented. This indemnity will remain in effect so long as the participant continues to the use out-of-network provider or until the out-of-network provider becomes a part of the network. It is the intent of the Board of Education to insure that a participant incurs no cost or loss of service by any of his or her health care providers who may be out-of-network in the event of a change in the vendor of administrative services or the insurer.

**C. Section 125 Plan**

The AACPS Section 125 Plan, in accordance with the Internal Revenue Code, permits employees to deduct healthcare premiums on a pre-tax basis. This includes medical, dental and vision premiums. Additionally, the plan provides for the pre-tax deferral of income into a healthcare flexible spending account and a dependent care flexible spending account, both of which must be elected annually during open enrollment.

**D. Term Life Insurance**

A term life insurance policy for \$50,000, with full cost paid by the Board, shall be provided for each Unit I employee. Optional term life insurance in \$5,000 increments up to \$200,000 may be purchased at employee cost. New employees opting to purchase more than \$100,000 will be required to submit Evidence of Insurability. During open enrollment, Employees may purchase optional life insurance in any amount and will be required to submit Evidence of Insurability

**E. Benefits for Part-Time Unit I Members**

Part-time Unit I members shall have the option to purchase these benefits which are on payroll deduction, with a contribution by the Board pro-rated to their full-time equivalency as follows:

- 0.75 FTE and higher, 100% of the negotiated employer contribution
- 0.46 to 0.749 FTE, 80% of the negotiated employer contribution.
- 0.10 to 0.459, 50% of the negotiated employer contribution.

**F. Information to Unit I Members**

The Board shall supply each Unit I member with a written resume of hospital-medical, major medical, and term life insurance coverage provided in Board-sponsored programs and also information concerning procedures they should follow in enrolling, making claims, changing coverage, and terminating membership.

**G. Separation Pay**

A Unit I member employed by the AACPS prior to July 1, 2009, who retires or resigns with fifteen (15) or more years of creditable service with AACPS in accordance with the provisions of the Maryland State Teachers Retirement/Pension System shall be paid forty (\$40) dollars per day for all unused accumulated sick leave earned in AACPS. Any unused accumulated personal business leave, up to a maximum of four (4) days, shall be converted to sick leave for separation pay upon retirement. Unit I members employed on or after July 1, 2009, will receive such credit only for unused accumulated sick leave earned in the AACPS.

Twelve (12) month Unit I members shall be paid per diem for unused annual leave earned in accordance with Article 8,G.

If a Unit I member dies while in service the separation pay will be paid to the member's estate.

**H. Separation Pay Distribution Option**

When a Unit I member retires, or resigns after 15 or more years of service to Anne Arundel County Public Schools, the member's separation pay becomes eligible for the Special Pay Plan, a qualified 403(b) Plan. Separation Pay shall be issued as follows:

1. If the total dollar amount of separation pay is less than \$1,000, separation pay will be paid in a lump sum as taxable income.
2. If the total dollar amount of separation pay is \$1,000 or more, the full amount of separation pay (qualifying sick leave and annual leave/personal business leave) will be forwarded as an employer contribution to the Special Pay Plan, a qualified retirement plan subject to IRS annual limits. The employer contribution becomes taxable income only upon the Unit I member withdrawing it from the plan. Withdrawals from the Special Pay Plan are not subject to Employment tax (Social Security or Medicare).
3. The Unit I member has the following options concerning their separation pay:
  - a. Keep the funds in the Special Pay Plan and invest amongst the choices within the qualified retirement program.
  - b. Directly roll all or a portion of funds from the Special Pay Plan to an individual retirement account (IRA) or other qualified retirement plan.
  - c. Directly roll all or a portion of the funds from the Special Pay Plan to another AACPS approved

vendor's qualified retirement plan.

d. Request a partial or full distribution in cash, taxed in accordance with IRS and state regulations

**I. Insurance Coverage for Authorized Travel**

The Board shall provide insurance coverage for accidental death or dismemberment of Unit I members while on authorized trips in the performance of their duties as Board employees. Payments shall be made in accordance with the following schedule:

Life	\$100,000
Both hands or both feet or sight of both eyes	\$100,000
One hand and one foot	\$100,000
Either hand or foot and sight of one eye	\$100,000
Either hand or foot or sight of one eye	\$ 50,000

**J. Premium Holiday**

At the closeout of each fiscal year, the level of the health care fund balance shall be reviewed by the Board. If the balance is greater than 150% of the average monthly claims expenses, the employee's share of the coverage shall be returned to them in the form of a premium holiday in the month of December.

**ARTICLE 5**  
**SICK LEAVE**

**A. Rate of Earning**

During the regular work year each full-time Unit I member shall be granted sick leave at the rate of one half day per pay period; part-time Unit I members shall be granted a pro rata amount based on the percentage of full-time status assigned. Sick leave accrual for 10-month Unit I employees shall be based on twenty-two (22) pay periods. Accrual for 200-day Unit I employees shall be based on twenty-three (23) pay periods. Accrual for 210-day Unit I employees shall be based on twenty-four (24) pay periods. Accrual for 12-month Unit I employees shall be based on twenty-six (26) pay periods. The annual total shall be available at the beginning of the school year. Sick leave shall be applicable on all duty days of Unit I members during the regular work year.

Sick leave shall be accounted for in hours with the minimum increment for usage being one-half day.

Anomalies in the weekly schedule of individual schools and worksites notwithstanding, one-half day will equal 3.75 hours and a full day will equal 7.5 hours

If a Unit I member resigns or takes leave of absence before the end of the school year, sick leave days which have been used in excess of one day per month of employment and which are not covered by accumulated sick leave shall be regarded as lost time, with an appropriate deduction made from the final salary check.

**B. Sick Leave Bank**

1. TAAAC will administer a sick leave bank. Unit I employees are eligible to contribute to and join the sick leave bank. Contributors will be permitted to apply for use of the bank for salary payment for catastrophic personal illness during regularly scheduled duty days after regular sick leave has been exhausted and other preconditions have been met.
2. The contribution will be authorized by the member on the appropriate form and continued from year to year until canceled in writing by the member. Cancellation, on the proper form, must be received by the committee by June 30 and will become effective July 1. Sick leave contribution to the bank, properly authorized for a given year, will not be returned if the member effects cancellation for that year.
3. Contributions for new membership shall be made during the open enrollment period, which shall be between July 1 and September 30. Members returning from extended leave will be permitted to contribute to the bank on the approval of the Sick Leave Bank Approval committee (SLBAC). New employees may contribute within the first 30 days after their effective date of employment.



4. The annual rate of sick leave contribution will be determined annually by the SLBAC.
5. Members joining the sick leave bank will be permitted to use the bank for personal illness 30 days after receipt of their application for membership by the committee.
6. All members must use all accumulated sick leave before applying for leave from the bank. Twelve month members must also use all but six accumulated annual leave days. Application for use of the bank shall be made on the required form and submitted to the approval committee.
7. A four-member (SLBAC), consisting of two (2) Unit I members elected by TAAAC, one (1) Unit I member appointed by TAAAC and one appointed by the Superintendent shall have the authority and responsibility of receiving requests, verifying the validity of requests, approving or denying requests and communicating its decisions to the member and the Executive Director of Human Resources. The committee shall require a doctor's certification of disability and shall have discretion establishing special limits or provisions for certain disabilities such as: injury covered by Worker's Compensation and mental illness. The committee shall develop its general criteria for approval.
  - a. TAAAC shall indemnify and hold harmless the Board regarding any legal claims, actions, or suits relating to TAAAC's administration, function and operation of the sick leave bank.
  - b. Changes in the Sick Leave Bank Rules are subject to negotiations.
  - c. Sick Leave Bank Rules are listed in Appendix E.
8. The Executive Director of Human Resources shall authorize payment of approved bank grants.
9. All bank grants will end on the last scheduled duty day of the fiscal year for which the applicant is eligible to use sick leave. A new application must be submitted to the approval committee for a succeeding fiscal year.
10. If a member does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.
11. Employees who return to work after May 1 from absences covered by the sick leave bank that extend beyond sixty ( 60) duty days are subject to the provisions of Article 8L(1) of this Agreement.
12. Any unused sick days remaining in the bank on June 30 will be carried into the next fiscal year.
13. The Board will sponsor the cost of the sick leave bank up to but not beyond the number of days contributed in any one year, except that if a lesser number is expended the unused portion shall be added to the following year.

**C. Transfer of Sick Leave**

For any Unit I member coming to AACPS from another local school system of Maryland, the Board will accept by transfer all unused sick leave in accordance with the provisions of the Maryland State Board of Education. The Board will be responsible for effecting the transfer of this sick leave and will notify the member of the number of days credited.

**D. Unlimited Accumulation**

Unused sick leave shall be cumulative without limit.

**E. Notification of Accumulation**

Accumulated sick leave through the end of the preceding pay period shall be reported to each Unit I member monthly.

**F. Advance Notification of Absence for Eligibility**

When Unit I members are to be absent from school, they shall notify the principal or designee as soon as possible. Members shall not be eligible for sick leave unless they have notified the principal or designee of their impending absence at least one hour prior to the time they are required to report for duty, except that principals shall waive this requirement if they adjudge the situation to be one which prevented members from complying.

**G. Physician's Statement**

Sick leave in excess of three consecutive days shall be attested to by a physician.

**H. Illness in Immediate Family**

Up to fifteen (15) days per school year of available personal sick leave may be used for illness of members of the immediate family (parent, parent-in-law, spouse, sibling, or child) or for illness of a person who is a permanent resident of the household. Once this leave is exhausted FMLA leave may be requested under the provisions of Article 8.L., the Family Medical Leave Act and related board policies and procedures.

**I. Pregnancy**

A Unit I member's inability to perform the regular duties of her job during and immediately following pregnancy shall be regarded as temporary disability.

All Board policies concerning personal illness shall be applicable to such disability. Upon the termination of such disability the Unit I member must return to work unless she resigns, requests FMLA leave, under the provisions of Article 8.L., the Family Medical Leave Act and related board policies and procedures, or requests leave of absence.

**J. Sick Leave Upon Re-Employment**

Former Unit I members who are reemployed within five (5) years of their separation shall be credited with unused sick leave accumulated during their previous employment with AACPS.

**K. AACPS Sick Leave Bank**

TAAAC will participate in an AACPS sick leave bank committee. The committee is intended to construct a model system-wide sick leave bank to be recommended to the negotiating teams with implementation of the AACPS sick leave bank to occur upon mutual agreement.

**ARTICLE 6**  
**SABBATICAL LEAVE**

**A. Number Available**

Sabbatical leave shall be available for a maximum of eight (8) Unit I members. Sabbatical leave is subject to the provisions of Article 1.J.

**B. Application and Notification**

Request for sabbatical leave and the planned program of study must be received by the Executive Director of Human Resources in writing no later than November 1, and action shall be taken on all such requests no later than January 15 of the school year proceeding the school year for which sabbatical leave is requested. After approval of the leave the planned program upon which the approval was based shall be changed only by prior written consent of the Executive Director of Human Resources.

**C. Eligibility**

The Unit I member must have completed at least six full continuous school years of service in the AACPS prior to the leave. An applicant must register for a minimum of twelve (12) semester hours per semester. An exception to the number of semester hours may be made for the Doctoral dissertation.

**D. Compensation**

A Unit I member on sabbatical leave, for either a full year or a half year, shall be paid by the Board at fifty percent of the rate of salary which would have been received if the member had remained on active duty. To ensure that the member will return to employment with the AACPS, the member shall enter into separate, written contract, including a confessed judgment, whereby he/she agrees to return to service in AACPS for one (1) year. If the employee fails to return and remain an employee for said time, he/she shall refund any compensation paid by the Board of Education.

**E. Experience Credit**

Upon return from sabbatical leave, Unit I members shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of leave.

**F. Employee Benefits While on Leave**

Unit I members on sabbatical leave will continue to receive the same benefit packages as they received during their pre-sabbatical status.

**ARTICLE 7**  
**LEAVES OF ABSENCE**

**A. Obligation of Board**

In granting a leave of absence the Board obligates itself to offer the Unit I member reassignment on the expiration of leave, or as soon thereafter as a position is available in the field of certification in which the member was assigned prior to the leave, without creating a new position or transferring another member.

If such a position is not available the Board, with concurrence of the Unit I member may offer assignment in another field in which the member is certificated.

**B. Obligation of Unit I Member**

Unit I members are obligated to notify the Board immediately in writing of any change in the conditions upon which the leave was granted and to be available for reassignment. Failure to accept reassignment to a position in the field in which they were assigned or for which they are certificated, failure to notify the Board of a change in conditions upon which the leave was granted, or falsification of information in the request for leave, will result in cancellation of the leave and termination of the contract.

**C. Types**

The Board shall normally grant leave of absence from a tenured Unit I member's regular assignment and/or extra-curricular assignment without pay and

1. Without experience credit for
  - a. Personal Illness\*
  - b. Severe illness of a member of the Unit I member's household\*
  - c. Maternity\*
  - d. Adoption of a child
  - e. Appropriate full-time study at a college or university
  - f. Care of an infant
  - g. Transfer of a military spouse
  - h. Other requests for leaves of absence without pay and without experience credit will be considered on case by case basis.

\* Must be verified by a physician.

2. With experience credit upon return to the local school system for
  - a. Military service (tenure not required)
  - b. Peace Corps
  - c. VISTA
  - d. National Teacher Corps
  - e. Exchange teaching
  - f. Overseas teaching
  - g. Full-time university program of study, approved by the Superintendent, specifically designed to improve proficiency in the present job or to prepare for another job to which the member is to be assigned.

Each Unit I member requesting a leave of absence shall be notified in writing of the Board's decision.

**D. Period of Leave**

The leave of absence from the Unit I member's regular assignment shall be for an entire school year or for the remainder of the school year in which it becomes effective.

The leave of absence from the Unit I member's extra-curricular assignment shall be for one (1) season or portion thereof.

The Board shall consider a request for an extension of leave from the Unit I member's regular assignment for the second school year by any Unit I member who requests it in writing by June 1. The decision shall be given in writing.

A Unit I member on leave may request reinstatement during the school year by giving written notification to the Executive Director of Human Resources sixty (60) days prior to the date on which the member wishes to return to service. For a Unit I member who took a leave of absence for personal illness or for severe illness of a family member of the Unit I member's household, when a position is available in the member's field of certification to which the member was assigned prior to the leave, the Board will reassign the member to that available position.

**E. Termination**

On the first teacher duty day the contract of any Unit I member who was on leave of absence at the end of the previous school year and who has not returned shall be terminated unless the member has been granted an extension of leave for the second year.

**F. Maternity**

A tenured Unit I member who wishes to leave her position prior to the period of disability associated with childbirth and/or does not wish to return to her position after such period of disability shall normally be granted a leave of absence, provided reasonable notice is given in writing. A member on such leave of absence may use available sick leave for the duty days during the period of temporary disability associated with childbirth. A member may also request FMLA leave under the provisions of Article 8.L, the Family Medical Leave Act and related board policies and procedures.

**G. Personal Leave of Absence**

A regularly certificated teacher with seven (7) years or more of continuous service as a certificated employee of the AACPS may request a personal leave of absence without pay for one (1) school year. Action on the request will be taken by the Executive Director of Human Resources.

No leave time will be regarded as active service insofar as determining the seven (7) year continuous service for personal leave eligibility requirement.

Personal leaves will begin on the first duty day of the school year and extend through June 30 following. Any exception to this provision must be approved by the Executive Director of Human Resources.

The time spent on a personal leave of absence shall not count toward experience credit or seniority, but shall not be interpreted as a break in service.

Personal leave time shall not be included in computing eligibility for an increment.

A second personal leave of absence shall not be granted until seven (7) additional years or more of active service has been completed with the school system.

**ARTICLE 8**  
**OTHER LEAVES**

**A. Personal Business**

Each 10-month Unit I member shall be entitled to two (2) days of personal business leave per year with pay. Unit I employees on a 210-day work year shall be entitled to three (3) days of said leave. The leave shall normally be approved at least 24 hours in advance by the principal, who shall not require the member to state a

reason for the leave. If, however, an unforeseen circumstance requires absence which could not have been approved 24 hours in advance, the reason for the absence shall be stated and the principal may at the principal's discretion approve the absence as a day of personal business. Personal business leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed, on an in-service day for teachers, nor at the beginning or the end of the school year.

The beginning of the school year shall mean the first five (5) duty days for teachers; the end of the school year shall mean the last five (5) duty days for teachers. A holiday period may not be extended by taking personal business leave at the beginning of the following week when a holiday falls on Friday or at the end of the preceding week when the holiday falls on Monday.

Exceptions to the foregoing restrictions on days to be used for personal business may be made by the principal for circumstances which require the member's absence on these days. Unused personal business leave for 10-month Unit I employees shall be cumulative up to five (5) days; unused days thereafter shall be converted to cumulative sick leave. Upon retirement, up to five (5) unused personal business leave days shall be converted to cumulative sick leave. Unused personal business leave for 210-day Unit I employees shall be cumulative up to six (6) days; unused days thereafter shall be converted to cumulative sick leave. Upon retirement, up to six (6) unused personal business leave days shall be converted to cumulative sick leave.

**B. Religious Observance**

Upon request, Unit I members shall be granted up to three (3) days per school year with pay for observance of religious holy days where work on such days would make observance of their religion difficult or impossible, as verified by the proper religious authorities.

**C. Jury Duty**

While on jury duty Unit I members shall not be required to endorse their compensation checks to the Board in order to have full salaries continue.

**D. Court Summons**

A Unit I member may be absent without loss of salary or when subpoenaed to appear in a state or federal court, or at a proceeding of the State Board of Education, provided the subpoena or summons is not issued (1) in connection with an offense for which the member is found guilty or granted probation before judgment; if the employee is found guilty of an offense and the finding of guilt is reversed on appeal, the salary will be restored, or (2) in connection with a non-work related civil case in which the member is a moving party in the action.

**E. Bereavement**

Each Unit I member shall be granted five (5) calendar days of absence without loss of salary on the death of a child, stepchild, parent, stepparent, spouse, sibling, stepbrother, stepsister, aunt, uncle, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, grandparent, grandchild, spouse's grandparent, or one who has lived regularly in the household of the member. One of the five (5) days must be the day of the funeral or interment. The remaining four (4) days may be taken either immediately before, immediately after, or surrounding the day of the funeral or interment, to meet the needs the circumstances dictate for the Unit I member. Upon written request from the member, stating the circumstances which made additional time necessary, the Superintendent or designee may authorize six (6) calendar days.

**F. Early Leaving for Summer School**

When summer school attendance requires early departure, a teacher may be excused without loss of salary on the days on which teachers are required to remain for the completion of records, provided the teacher:

1. Makes a written request, and
2. Has been in attendance through the last day school was in session for pupils, and
3. Has completed end-of-the-year obligations to the satisfaction of the principal, and
4. By June 27 furnished the payroll department of the Board with verification of summer school enrollment (a receipted bill for tuition or a statement from an appropriate official of the college).

For each day of absence to attend summer school, except the days which are excused in accordance with the provisions of this item, the salary deduction shall be 1/191 of the annual salary for each day.

**G. Awarding of Degree**

When necessary, a Unit I member shall be granted up to one (1) day of leave with pay to be awarded a graduate degree during work hours on a school day.

**H. Injury on the Job**

A Unit I member who is injured in line of duty and qualifies for disability under the Workers' Compensation Law shall be granted a special leave with full pay less salary payment by Workers' Compensation for a period not to exceed sixty (60) duty days, provided the member reports the injury to the principal on a Workers' Compensation form within three days. The limit of three (3) days may be extended by the Superintendent when inability to comply is demonstrated by the member.

The 60-day limit on leave shall not apply to a Unit I member who qualifies for paid leave under the Education Article of the Annotated Code of Maryland.

If the Unit I member is unable to return to work at the end of sixty (60) duty days, the member may elect to receive only Workers' Compensation or be placed on sick leave and/or annual leave (if applicable) and continue to receive full salary less Workers' Compensation for the period covered by these leaves.

**I. Annual Leave**

Annual leave for 12-month Unit I members shall be accrued as follows:

1. Annual leave shall be earned at the rate of one (1) day per pay period of employment. Annual leave shall be accounted for in hours with the minimum increment for usage being one-half day. Anomalies in the weekly schedule of individual schools and worksites notwithstanding, one-half day equals 3.75 hours and a full day will equal 7.5 hours.
2. A Unit I member shall normally take annual leave during the summer following the year in which it is earned. The Unit I member may take annual leave at other times during the school year if the request has been approved by the member's immediate supervisor and if the leave does not interfere with the needs of the school system.
3. A Unit I member may use annual leave to attend summer school with the approval of the member's immediate supervisor provided that authorization of the Superintendent shall also be required for summer school attendance for the second of two consecutive summers. Two-thirds of a day shall be charged against annual leave for each day in summer school, except that a member who attends a six (6) week summer school shall have no less than five (5) days of vacation with pay.
4. If, at the end of any fiscal year (June 30), a Unit I member has any unused annual leave from the previous fiscal year the member may carry over a maximum of thirteen (13) days of such unused leave to provide a maximum of thirty-nine (39) days of annual leave at the beginning of any fiscal year. Not more than thirty-nine (39) consecutive days of annual leave may be taken during any 12 month period. Unused annual leave which would be lost because of this limitation on carry-over shall be converted to accumulated sick leave, provided, however, that there may not be an annual creditable accumulation of more than fifteen (15) sick leave days.

Exception: In the last year of employment prior to retirement a Unit I member may carry over eighteen (18) days of unused annual leave to provide a maximum of forty-four (44) days at the end of the member's last full fiscal year of employment.

**J. Assault Leave**

A Unit I member who is absent due to physical disability/injury that results from an assault while in the scope of Board employment shall be kept on full pay status instead of sick leave during such period of absence. In this section, an assault is defined as an attempt by a person to cause or purposely, knowingly or recklessly cause bodily injury to a Unit I member.

**K. Adoption Leave**

Upon request to the Executive Director of Human Resources, Unit I members may take a temporary leave of absence without pay for up to twelve (12) weeks for the adoption of a child by requesting FMLA leave under the provisions of Article 8.L., the Family Medical Leave Act and related board policies and procedures. As soon as it has been determined that a Unit I member wishes to use adoption leave, the Unit I member must request this leave in writing to the Executive Director of Human Resources normally within thirty (30) days in advance and provide appropriate documentation. Unit I members may elect to have continued participation in health benefits by assuming full cost of the premium. If, however, the member uses FMLA leave, the Board will continue making its contribution to the appropriate health benefits for the duration of the FMLA leave.

**L. Family Medical Leave Act (FMLA) leave**

**FMLA provisions are being negotiated in a joint effort with all employee bargaining units and remain unsettled at the time of the publication of this ratified Negotiated Agreement. Once agreement is reached on these provisions it will be communicated and posted on the Employee Relations web page.**

1. FMLA benefits are available to all Unit I members who have worked at least twelve (12) months during the preceding twelve (12) month period. The twelve (12) month work period shall be from the date of the member's hire.
  - a. 10-month Unit I members, employed by September 15, during any school year and who completed the school year, are eligible for FMLA at the beginning of the next school year.
  - b. 10-month Unit I members, employed after September 15, and all 12 month Unit I members are eligible for FMLA one (1) year after the effective date of employment.
2. The twelve (12) month period for FMLA will be the fiscal year.
3. The Unit I member must use available sick leave prior to going on unpaid FMLA leave. The Unit I member may elect whether or not to use other available paid leave while on FMLA leave.
4. FMLA leave may be used for serious health conditions of those persons covered by "illness in immediate family" of the contracts of the respective units as long as the current year's available sick leave allowed for illness in the immediate family (up to 15 days) has been used.
5. If a Unit I member is on paid leave because of his or her own serious health conditions, and such leave is pursuant to a sick leave bank grant or is covered by Workers' Compensation, such leave would be exempt from the Unit I member's FMLA entitlement.
6. All benefits will continue as provided in this agreement.
7. At the Unit I member's option, the Board will pay the Unit I member's share of the insurance premium during the leave. The Unit I member, on return, will repay the Board for those premiums under a mutually convenient pay plan.
8. Leave taken intermittently or on a reduced leave schedule is not permitted for child care.
9. Except in unusual circumstances when FMLA leave is taken near the end of an academic term, the Board will not mandate FMLA extensions. School-based unit I employees who return to work after May 1 from a leave that extended beyond sixty (60) consecutive days may return to the position from which they took leave only upon mutual agreement between the employee and the principal, In the absence of mutual consent the employee will be placed in an equivalent position in accordance with the provisions of the Act.
10. Except in unusual circumstances upon return from FMLA leave, a Unit I member will return to his/her position for absences which extend sixty (60) duty days or less. Where absences extend beyond sixty (60) duty days, the Unit I member may be placed in an equivalent position in accordance with the provisions of the Act. An oversight committee comprised of the president and chief negotiator of each unit and the board's representatives shall be formed and will meet at least annually.

**ARTICLE 9**  
**PROFESSIONAL IMPROVEMENT**

**A. Responsibility of Unit I Members**

It shall be the responsibility of every Unit I member to continue professional improvement and to keep abreast of new developments and trends in the member's teaching field.

**B. Report of Professional Growth Activities**

Unit I members who wish to do so may submit annually a list of professional growth activities in which they have engaged during the year. A report form to be supplied by the Board shall provide for reporting such activities as college courses and workshops completed, writing for books or periodicals, educational travel, conferences attended, and the like. The report shall be placed in the member's Personnel File as a reference resource.

**C. Reimbursement for College Credit**

The Board shall reimburse a Unit I member for coursework taken to meet certification requirements or for professional improvement related to the Unit I member's current assignment or anticipated assignment in the school system. Upon submission of an appropriate application to the Division of Human Resources, a Unit I member shall be reimbursed for a maximum of six (6) semester hours of college credit per teaching year (September through August). Courses must be completed while the Unit I member is an employee on active service with the Board.

1. Approval of Credits

Unit I members seeking reimbursement for courses taken toward completion of the APC with Master's shall be reimbursed only for courses included in a planned program signed by the member's college advisor. Reimbursement for other courses taken for certification or renewal or as a part of a planned program shall be subject to advance approval by the Executive Director of Human Resources.

2. Grade Requirements

The Unit I member must earn a grade of B or better.

3. Schedule of Payments

The Unit I member shall be reimbursed no later than the 15th of the month according to the schedule: October, December, March and June. Courses completed during the previous semester and for which appropriate grade slips have been received by the Division of Human Resources prior to the 15th of the month preceding the schedule will be eligible for reimbursement. Reimbursement for courses for which grade slips are submitted after the deadline will be received by the next college credit payment date. A Unit I member who has resigned prior to the reimbursement will not be eligible for payment. However, if such Unit I member is reemployed within five (5) years, the member becomes eligible for the full amount that would have been received for uninterrupted service.

4. Duplication of Payment

Payment shall not be reduced because of funds the Unit I member may receive from another source, except that payment by the Board shall not duplicate tuition payment from other tax sources.

5. Rate of Payment

The rate of payment to Unit I members for courses completed shall be up to \$250 per semester hour based upon actual tuition fees.

**D. Institutes and Conferences**

Unit I members sent to special institutes or conferences outside of the county by the Board shall have expenses paid in accordance with the established rate and shall suffer no loss of pay for time missed.

**E. Professional Study Plans**

TAAAC shall encourage Unit I members to plan professional study programs that do not interfere with their normal school duties.



- F. Assistance in Planning**  
Unit I members who have questions concerning certification requirements or who need advice regarding courses they wish to take may get assistance from the Division of Human Resources by writing to the Human Resource Specialist in Certification or by making an appointment for a conference before or after their regular assigned hours.
- G. Supervisory Assistance**  
Unit I members shall seek and accept supervisory assistance when needed.
- H. In-Service**  
When more than two (2) in-service days are held during the regular duty days of teachers at least one (1) of them will be school-based.
- I. Option for Shortage Areas**  
Employees pursuing advanced degrees in designated shortage areas, as approved by the Executive Director of Human Resources, shall have the option to be reimbursed the full tuition amount up to the University of Maryland graduate rate. Employees choosing this option shall incur a four (4) year service requirement from the date of the completion of the program for which the tuition reimbursement is paid. This service requirement may be pro-rated or waived by the Executive Director of Human Resources based on extreme hardship or extenuating circumstances.

**ARTICLE 10**  
**STUDENT CONTROL AND DISCIPLINE**

- A. Authority and Responsibility of Unit I Members**  
Unit I members shall have the authority and shall exercise the responsibility for the control of pupils throughout the school while on regular duty and also during assigned supervision of school-sponsored activities in out-of-school hours. They shall take reasonable action to deter acts of vandalism, willful waste of materials and utilities, and physical abuse of persons. The Board agrees that the member will have support from the principal or appropriate administrator in the reasonable disciplining of a student.
- B. Referral of Severe Cases**  
TAAAC agrees that the motivation of students toward worthwhile learning activities helps significantly in preventing disciplinary problems. The teacher, therefore, shall exercise professional competence toward such motivation and thereby assume responsibility toward the establishment of effective discipline for the student and an atmosphere conducive to learning and disciplinary control in the classroom.
- A student who refuses to obey a reasonable request of a teacher may be excluded from class and shall be retained in the office for the remainder of the instructional period. A serious disciplinary infraction or disruption by a student whom the teacher can no longer control shall be referred to the principal or to another staff member designated by the principal to deal with such a case. Both the teacher and the school administrator shall be involved in the final resolution of such problems.
- A pupil whose needs cannot be met by the school shall be referred immediately to the Department of Pupil Personnel for prompt action.
- The principal, with the advice of the Faculty Advisory Council, shall review periodically the handling of discipline in the school to assure that this policy is being effectively implemented by teachers and administrators.
- C. Use of Force**  
Unit I members may use reasonable force in self-defense or in the restraint of a student to prevent harm to that student or to others. In cases of legal claim brought by a student and/or the student's parents related to the action above, the Board shall provide legal counsel to the member.
- D. Personal Property Damage**  
Subject to a recommendation of the principal and approval by the Superintendent, the Board shall pay an

amount not to exceed \$500 for damage to a Unit I member's personal property which may be incurred by the member as a result of personal assault while the member is on duty. Payment by the Board shall not be construed as an admission of responsibility or liability by the Board, its agents, servants, or employees.

**E. Joint Committee on Safe and Orderly Learning Environment**

TAAAC and the Board will form a joint committee on safe and orderly learning environments. The joint committee will be co-chaired by the Superintendent and the TAAAC President or their respective designees. The joint committee will meet during the first half of school year 2009-10 and shall have report with recommendations prepared for submission to the negotiating teams by the start of the second semester. The report shall, at a minimum, comment on the serialization and auditing of disciplinary referrals as a potential option for the effective monitoring and disposition of referrals.

**F. Student Information**

Unit I members shall be informed on a need-to-know basis concerning pupils with disabilities or a history of serious overt behavior that would endanger the safety of themselves and others in the classroom.

**ARTICLE 11**  
**WORK TIME AND WORK LOAD**

**A. Required Work Hours**

The Board recognizes that additional time for individual planning for the delivery of instruction may be necessary outside of the required workweek. Classroom teachers shall be required to work 37½ hours a week at their assigned work location, exclusive of time for lunch.

In addition to regular classroom instruction, related professional duties to be performed during these hours shall include, but not be limited to, parent and student conferences, additional help to students, consultation with supervisors and administrators, studying and maintaining required records, preparation for instructional activities, and attending professional meetings.

The normal working day shall be 7.0 hours exclusive of duty-free lunch time, with the remaining 2½ hours per week reserved for meetings and/or other activities not included in the normal working day schedule. If these meetings and/or activities should require more than 2 ½ hours in any week, any teacher affected shall have the 7.0 hour schedule(s) for one or more days reduced to compensate for this additional time.

The times at which teachers must normally arrive in the morning and may normally leave in the afternoon shall be scheduled in each school by the principal working with the Faculty Advisory Council and considering the 7.0 hour limits stated above. However, individual exceptions may be worked out between the principal and the teacher.

On days when inclement weather causes a delayed opening, the required workday of school-based Unit I employees~~teachers~~ will begin thirty (30) minutes before the revised starting time. On days when inclement weather or excessive heat causes an early dismissal, the workday of school-based Unit I employees ~~teachers~~ will end as soon as the teacher's responsibilities for student supervision are completed. On days when inclement weather or excessive heat causes an early dismissal, the workday of non-school-based Unit I employees will end as soon as required responsibilities are completed.

If inclement weather occurs on a day when students have a scheduled early dismissal (as set forth in the school calendar) the workday for Unit I employees will continue until an early release is authorized by the Superintendent, unless the inclement weather causes the student to be released earlier than the prescheduled time.

~~Teachers~~-Unit I employees who work the regular scheduled duty hours shall sign the payroll register by initials only. The specific times of reporting and leaving shall be indicated on the register only when a ~~teacher~~Unit I employee:

1. Arrives late or leaves early, or

2. Reports or leaves according to an exceptional schedule worked out between the principal and the teacher.

Teachers-Unit I employee not assigned full time to one site shall also be required to work 37 ½ hours per week, inclusive of required travel time between schools, but exclusive of time for lunch.

Regular daily work hours totaling 37 ½ hours per week, exclusive of time for lunch, shall be established for pupil services persons and teachers in non-classroom positions working a 12-month work year. It is recognized, however, that the job requirements of these professionals are of such a nature that they often cannot be adequately met within a structured time frame. A normal work load for these persons may include such activities as late afternoon and evening meetings, home visitations, independent and group planning, and emergencies.

**B. Duty-Free Lunch**

Scheduling in each school shall provide for a duty-free lunch period for each Unit I member of no less than twenty-five (25) minutes.

**C. Planning Time**

The Board and TAAAC mutually agree on the importance of the teachers planning collaboratively in our schools. We know that nothing is as important as the classroom teacher in making a difference in student performance. When teachers are collegial, sharing their knowledge and wisdom and problem solving, planning, implementing, and evaluating as a team, great gains for students can be realized.

Except where not administratively possible, each classroom teacher shall have at least 410 minutes of individual and group planning time within the required work week when not responsible for the supervision of students.

**Collaborative planning includes a group, team or partnership working together during the teacher workday as they complete tasks which include:**

- **Differentiation of instruction/accommodations**
- **Developing units, lessons and classroom based assessments**
- **Examining evaluating student work**
- **Evaluating materials**
- **Planning the use and evaluation of instructional practices**
- **Making instructional decisions based upon data**
- **Sharing best practices**
- **Developing methodology and documentation to satisfy needs of both teacher and principal**

**Collaborative planning is part of group planning and will be made available at a minimum of sixty minutes per week in increments of no less than thirty minutes. Collaborative planning does not include meetings such as IEP team, Section 504, School Improvement Team, Faculty Advisory Council, in-service, training and similar school committees.**

- Administrators will limit the number of meetings where administratively possible to afford elementary teachers optimal time for planning.
- Principals and FAC's will collaboratively consider departmentalizing to assist in managing elementary teacher workload. If a collaborative determination cannot be made, assistance may be sought from the appropriate supervisor or designee.
- AACPS with TAAAC involvement shall examine and implement best practices to improve the utilization of elementary school planning time.

The above bulleted items are not subject to the grievance process.

Elementary school teachers in non-Enhancing Elementary Excellence (“Triple E”) Schools shall have a minimum of 410 minutes of weekly planning time including 225 minutes of individual planning time for delivery of instruction, 210 minutes of which must be scheduled during the student day. For elementary school teachers working in Triple E Schools, a minimum of 470 minutes of weekly planning time is provided, including 225 minutes of individual planning time for delivery of instruction, 210 minutes of which must be scheduled during the student day.”

Individual planning time during the student day for elementary school teachers will be scheduled in blocks of no less than 30 consecutive minutes. Nothing contained herein would preclude an elementary school from using a model which provides double blocks (1 full hour) on some days of the week and none on others in meeting the above 210 minutes minimum.

For secondary school teachers, a minimum of 210 of these 410 minutes of planning time will be scheduled during the student day and set aside for the individual planning time for the delivery of instruction. Planning time during the student day for secondary school teachers will be scheduled in blocks of no less than 40 consecutive minutes.

For all teachers, if individual planning time is used for required group planning, an equal amount of time during the teacher workday will be set aside for individual planning time.

In addition to the non-student time referenced above, teachers assigned to the special education centers will receive sixty (60) minutes per week of non-student time for case management, billing and other paperwork demands.

**D. Equitable Assignments**

All Unit I members in a school shall be assigned total work loads of classes and other duties in as equitable a manner as reasonably possible consistent with a good program for pupils in the schools.

**E. Demonstration Teaching**

A teacher who does not wish to do demonstration teaching or in-service presentations shall not be required to do so.

**F. PTA Attendance**

Because of the close cooperation necessary between parents and teachers, Unit I members shall be encouraged to attend meetings of Parent-Teacher Associations. Attendance at Back-to-School Night or one such similar evening activity as directed by the principal shall be required each year. This meeting shall not be considered part of the required workweek.

**G. Duty Days**

There shall be 191 duty days for 10-month teachers in the school calendar for the. No less than the equivalent of one and one-half (1 ½) work days prior to the arrival of students in the fall shall be reserved for individual preparation by teachers in their work area. There will be 195 duty days in the school year for resource teachers.

**H. Work Year**

Except as further noted in this item all teachers except for teachers in non-classroom positions working a 12-month work year shall be employed for the number of negotiated duty days, although the incidence of salary payment may be scheduled otherwise.

1. All non-teaching department chairpersons and department chairpersons who conduct observations shall work a 195-day work year with their annual salary adjusted commensurately and shall be provided the option of working 1 additional (1) workday before or after the 195-day work year. The use of the day beyond the 195-day work year shall be based on school need as determined and approved by the principal. Pay for the additional day shall be at the per diem rate.
2. All other department chairpersons unless otherwise noted and media specialists shall work a 193-day work year with their annual salary adjusted commensurately and shall be provided the option of working up to three (3) work days before or after the 193-day work year. The use of these days beyond the 193-day work year shall be based on school need as determined and approved by the principal. Pay for the three (3) days

shall be at the per diem rate.

3. School based elementary reading/language arts resource teachers shall work 195-day work year with their annual salary adjusted commensurately and at the request of the principal may work from one (1) up to four (4) days before or after the 195-day work year. The use of these days beyond the normal teacher work year shall be based on school need as determined and approved by the principal. Pay for the four (4) days shall be at the per diem rate.
4. Except for teachers new to Anne Arundel County who may be requested to attend voluntarily a pre-service orientation, teachers whose normal duties require their full time services on an extended basis before and/or after the regular school year shall be paid for the additional time at a the per diem rate for the fiscal year during which the work is performed.
5. Psychology Specialists shall have a 200 day work year. Central office media services personnel who are currently employed, and other such personnel as may later be determined by the Superintendent shall also be on 12 month duty.
6. Pupil personnel workers and professional school psychologists will work a 12-month schedule.
7. Central Office-based social workers will work a 12-month schedule. All others who begin employment on or after July 1, 2011, will work a 200-day schedule. Social workers hired prior to July 1 2011, are grandfathered and will retain 12-month status until/unless they accept a voluntary transfer to another position in accordance with the provisions of Article 12A or voluntarily accept a 200-day schedule at their current position. Those preferring a 200-day schedule in their current position must give notice by May 1 of each year.
8. Guidance department chairpersons and all high school guidance counselors will work a 12-month schedule. All other counselors in secondary schools who begin employment on or after July 1, 2011, will work a 210-day schedule. Elementary school counselors who begin employment on or after July 1, 2011, will work a 200-day schedule. Counselors hired prior to July 1 2011, are grandfathered and will retain 12-month status until/unless they accept a voluntary transfer to another position in accordance with the provision of Article 12A or voluntarily accept a 200-day schedule at their current position. Those preferring a 200-day schedule in their current position must give notice by May 1 of each year.
9. School test coordinators shall work the equivalent of a 200-day duty year. The additional time beyond the standard 191-day duty year shall not be standardized across the school system, but shall be scheduled in increments or hours as mutually agreed upon by the STC and the school principal with the priority being to fulfill the stated duties and responsibilities of the STC.10, All weekdays when the central office is open shall be duty days for 12-month Unit I members except for annual leave.
10. Except in case of emergency, 12-month Unit I members will not be required to work on the following days when the central office will closed:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Primary Election Day	New Year's Day
General Election Day	Martin Luther King, Jr., Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Easter Monday
Christmas Eve	Memorial Day
Others as determined by the Board	

When Independence Day falls on Saturday, 12-month Unit I members shall not be required to work on the preceding Friday; when the holiday falls on Sunday, 12-month Unit I members shall not be required to work on the following Monday.

When Christmas Day or New Year's Day falls on Sunday, 12-month Unit I members shall not be required to

work on the following Monday.

**I. MSEA Convention Attendance**

Unit I members may attend the annual Maryland State Educators Association Convention without loss of pay or annual leave if they are elected delegates or MSEA committee members required to be in attendance.

Unit I members may attend the professional workshops sponsored by MSEA affiliated departments and scheduled on the MSEA Convention day without loss of pay or annual leave if they are presenters or registered participants.

The MSEA Convention day shall be considered a regular duty day for all other Unit I members.

**J. Released Time for Teachers of Cable TV**

Unit I members who are teachers of cable TV classes may be assigned only one of the following:

Home room duties; or  
Non-professional duties.

**K. Report Cards**

Grades 1 through 12 Report Cards

For the first three grading periods each year, completed report cards will be turned in by teachers no sooner than four (4) work days following the end of the marking period. For the final marking period, teachers will be provided at least four (4) work days to complete the report cards prior to the submission date which will be no sooner than four (4) before the last duty day for teachers.

Pre-K and Kindergarten Progress Reports

For the fall progress report each year, teachers shall have at least four (4) work days following the last day of the first marking period before submitting the reports to the administrator for review. For the spring progress reports, teachers will be provided at least four (4) work days to complete spring reports prior to the submission date which will be no sooner than four (4) before the last duty day for teachers

**L. Interim Reports and/or Comment Sheets**

Unit I members working in Pre-k through Grade 5 will be required to complete interim reports and/or comment sheets at mid-marking period only for those students making unsatisfactory progress. However, in schools capable of generating progress summaries through electronic grade books and that have a sufficient number of computer stations to input grades and generate student progress reports within the teacher workday, Unit I members may be required to produce student progress reports (interims) for all students.

Effective with the start of the 2009-2010 school year, Unit I members working in Grades 6-12, will generate progress reports using an electronic grade book and distribute to students at the mid-point of the marking periods. Following this one-year trial period, Unit I members may be required to generate progress reports at weeks three and six for subsequent marking periods beginning in the 2010-2011 school year. Comments on the progress reports are only required where students are in danger of earning a letter grade of "D" or "E", or are in danger of their grade dropping by two letter grades. The progress report input shall include a drop-down menu to automate the insertion of comments. Teachers will be provided training and access to computer stations within the teacher workday.

**M. Automated Reporting**

The Board and TAAAC agree that automating interim reports, comment sheets, and report cards at the elementary level is a mutually shared goal.

**N. Early Release Days**

The four days of early release time for students, scheduled immediately prior to the end of each semester will be utilized to provide self-directed work time for teachers at all levels.

**O. Time for Alt-MSA Administration**

Teachers responsible for the administration of the Alternate Maryland School Assessments to special needs students shall be provided with one-half (1/2) day of substitute coverage for each student on their respective caseloads.

**P** **Joint Committee on Workload**

A three-way joint committee comprised of representatives from TAAAC, AEL, and the Board shall be formed to study workload issues, including but not limited to the use of technology and non-professional duties.

**Q.** **Exception for Fiscal Year 2015-2016**

References to Work Year contained elsewhere in this Agreement notwithstanding, the number of days in the regular work year of each Unit I employee will be reduced by one for the 2015-2016 school year without reduction in annual salary.

**ARTICLE 12**  
**ASSIGNMENT AND TRANSFER**

**A.** **Voluntary Transfer**

Requests for voluntary transfers shall be processed in the following manner:

1. Posting of Vacancies

All vacancies will be entered by the Division of Human Resources onto a system-wide computer listing (bulletin board), designated website, or a job bank telephone listing that will be updated twice a week or more often, if necessary.

2. Expressing Interest in Vacancies

Candidates for transfer will, under their own initiative, access vacancy information on the system-wide computer listing, designated website, or job bank telephone listing. The candidate will then send the appropriate request for interview to the principal of the school in which the vacancy exists. The candidate may follow-up as needed to make certain the request for interview was received.

3. Interviews for Vacancies that Occur by July 15.

For any position that becomes vacant by July 15, the principal must interview at least three (3) candidates (provided there are three) for transfer prior to offering the position to a new hire.

4. Explanation of Denial

If the candidate is interviewed but not selected for a vacant position, the candidate shall, upon request, be told the explicit reason(s) for the denial. The reason(s) shall be stated in writing if further requested by the candidate.

5. Vacancies During the School Year

Vacancies that occur after the first day of the school year up to January 1 shall be filled with a new hire. Vacancies that occur after January 1 through the end of the school year shall be filled with either a new hire or a long-term substitute as circumstances warrant. Any position declared vacant January 1 and thereafter will again be declared vacant at the end of that school year. The newly-hired teacher who filled that position will be guaranteed a position in the county, assuming ratings warrant such placement, but will not be guaranteed the same position. The newly-hired teacher may apply for the position along with all other teachers requesting transfer. The principal must interview three (3) candidates (provided there are three) for transfer before offering the position to the newly-hired teacher.

6. Acceptance of Transfer

The candidate must accept or reject an offered position within two (2) business days of being notified of selection.

7. Removal of Position from Posting

When a vacancy is filled, the Division of Human Resources must be notified on the official form for that purpose. The Division of Human Resources will then remove the vacancy from the current vacancy listing after the vacancy closing date.

8. Notification to Current Principal

Upon acceptance of a transfer, the Unit I member must immediately notify his or her current principal so that the former position may be posted as a vacancy.

9. Mutual Consent Transfers

Teachers may be transferred, except after the beginning of the school year, by the mutual consent of the teachers and principals involved.

10. Teachers on a Collaborative Achievement Plan

No teacher on a collaborative achievement plan will be allowed to transfer more than once without the approval of the Assistant Superintendent for Instructional Services.

11. Non-Tenured Teachers

Except as provided immediately below non-tenured teachers may not participate in the voluntary transfer process until their final year of non-tenured status without the approval of the Executive Director of Human Resources.

12. New Hires with “Portable” Tenure

Newly hired Unit I employees who obtain tenure with other public school employees and need only one year of probation may not participate in the voluntary transfer process until they have obtained tenure with the AACPS.

**B. Involuntary Transfer**

Except in emergencies, Unit I members involuntarily transferred shall be notified in advance of the intended transfer and afforded the opportunity to discuss such transfer. Reasons for selection shall be provided, in writing, to the Unit I member by the Executive Director of Human Resources.

Whenever involuntary transfers occur as the result of declining or shifting school populations, Unit I members shall be selected for involuntary transfer (excessed) according to the following selection procedure:

1. Teacher(s) to be Excessed:

- a. teacher(s) volunteering to be excessed
- b. rehired retired teacher(s)
- c. teacher(s) with provisional certificate
- d. teacher(s) selected by the principal using the following procedure and criteria:

All teachers in the school who are teaching in the subject area(s) or certificated in the grade level(s) designated by the principal to be reduced in that school shall constitute the excess teacher pool.

If additional teachers must be involuntarily transferred after steps a., b., and c. have been effectuated, the principal will list all teachers in the excess pool in accordance with their total years of service calculated from their latest date of employment as certificated employees in the AACPS, excluding lost time. Ties will be broken by the date on which the contract was signed. Remaining ties will be broken by total AACPS teaching experience. Subsequent remaining ties will be broken by total teaching experience.

The teacher(s) with the least service will be the excess teacher(s) unless the principal determines that instructional program needs (as defined) require the retention of that teacher, in which case the next least senior teacher will be excessed.

All teachers in the school who are teaching in the subject area(s) or certificated in the grade level(s) designated by the principal to be reduced in that school shall constitute the excess teacher pool.

If additional teachers must be involuntarily transferred after steps a., b., and c. have been effectuated, the principal will list all teachers in the excess pool in accordance with their total years of service calculated from their latest date of employment as certificated employees in the AACPS, excluding lost time. Ties will be broken by the date on which the contract was signed. Remaining ties will be broken by total AACPS teaching experience. Subsequent remaining ties will be broken by total teaching experience.



The teacher(s) with the least service will be the excess teacher(s) unless the principal determines that instructional program needs (as defined) require the retention of that teacher, in which case the next least senior teacher will be excessed.

2. **Definitions Teachers**

All Unit I members Subject area

Senior high or grades 9-12; the subject areas listed in the AACPS course description and on school staffing lists. (With the exception that reading is separated from the English department.)

Middle schools or grades 6-8; same as senior high but applied to course offerings in the various subject areas of the middle school level.

Elementary - art, music, physical education, special education, media, reading grade levels - K, 1, 2, 3, 4, 5 and combinations thereof or designated as early childhood, primary and intermediate.

Latest date of employment - employment date on which a teacher starts work initially or date on which a teacher is reemployed after a previous resignation. Employment in capacity other than a certificated position is not included.

3. **Criteria**

Instructional program - all aspects of the academic offerings and extracurricular activities within a school. The instructional program includes the formal course offerings and the extracurricular activities recognized in Article 3.I of the Unit I Master Agreement.

Certification - subject area and/or grade level stated on the teacher's certificate issued by the Maryland State Department of Education.

Longevity - total years of satisfactory service completed from the teacher's latest date of employment as a certificated employee in the AACPS, excluding lost time. Longevity does not include service as a substitute teacher, night high school, or summer teacher, or other employment outside the regular school day or school year. Certain military experience covered by Section 9 of the Military Selective Service Act of 1967 is not considered lost time.

C. **Timeline for Filling Vacancies**

As vacancies occur, applicants, teachers requesting voluntary transfer, teachers who are being involuntarily transferred, and teachers returning from leave of absence will all be considered at the same time with no group having priority except that:

If excessed teachers have not received a new assignment by the last duty day for teachers, they will have priority over applicants and teachers requesting voluntary transfers;

If teachers returning from leave of absence have not received a new assignment by August 1, they will have priority over applicants and teachers requesting voluntary transfers; voluntary transfers will be allowed until August 15; however, no voluntary transfer will be allowed after August 1 if there are no acceptable candidates for the position being vacated.

D. **Posting of New Schools**

The names of new schools to which teachers and counselors may request transfer for the following school year shall be posted in each school as soon as that information is available. Additionally, as soon as the name of the principal(s) is known, the information shall be posted in each school.

E. **Notification of Assignment**

Principals shall make available to school-based Unit I members a copy of the school's proposed roster of the tentative assignments and tentative schedules for the next school year by June 1 annually.

Non-school-based Unit I members shall be notified of their tentative assignment for the next school year by their appropriate department administrator by June 1 annually.

The reporting date for 10-month Unit I members shall be included with the above information.

**F. Reduction in Unit I Staff**

When there is to be a reduction in the Unit I staff in any field for which a certificate is issued, the members in that field shall be laid-off in the following order:

- rehired retired teachers
- provisionally certificated members probationary members
- tenured members

No tenured members shall be laid-off until all probationary members in their field of certification have been laid off; no probationary members shall be laid-off until all provisional members in their field of certification have been laid off.

Tenured Unit I members shall be laid-off in each field of certification in inverse order of their total years of satisfactory service computed from their latest date of employment as certificated employees in AACPS, excluding leaves of absence.

A tenured Unit I member, selected for layoff in accordance with the above procedure, who holds a teaching certificate in other subject areas and who has held any teaching assignment in that (those) area(s) in AACPS or has taken course work in said teaching area(s) within five (5) immediately preceding years, will be assigned to another field of certification identified in the following order:

1. To an identified vacancy if any exists
2. To a position held by a provisionally certificated teacher in the field
3. To the position of the least senior professionally certificated Unit I member in that field, if any less senior than the affected employee

The member failing to indicate acceptance of such assignment within 48 hours upon its offer by a staff member from the Division of Human Resources will be given formal notification of layoff.

Any field affected by considerations two (2) and three (3) above becomes a field in which there is to be a reduction in staff.

A member teaching out of field, in a field in which there is to be a reduction in the Unit I staff, will be reassigned to the member's area of certification before layoffs are identified.

A member holding a certificate, in a field in which there is to be a reduction of Unit I staff, but is teaching out of field or in another field of certification will not be subject to layoff. However, such member cannot be transferred into reduction of staff field as long as there are members entitled to recall in that field.

When positions in their fields of certification become vacant, tenured members who have been laid-off shall be recalled in order of their total years of satisfactory service computed from their latest date of employment as certificated employees in AACPS excluding leaves of absence. They shall be notified of recall by certified mail. Within ten (10) days of an offer to return to employment, the member shall accept the position in writing or it shall be determined that the member has declined the offer. It shall be the responsibility of each laid-off member to keep the Executive Director of Human Resources informed in writing of any change in address. A member shall remain on the recall list for two (2) years.

If a Unit I member laid-off in the spring is recalled before the beginning of the subsequent school year, the layoff will be rescinded with no loss of experience credit, tenure or seniority. If a Unit I member is recalled after the beginning of the subsequent school year but before the end of the two (2) years on the recall list, the layoff will be rescinded. Days lost while awaiting recall will be regarded as lost time, however, time lost will not be considered a break in service.

If a Unit I member who was laid-off from a full-time position and is on recall is offered a part-time position for purpose of recall, the Unit I member may reject the part-time position without prejudice and shall be eligible to

be recalled to a full-time position in accordance with the Unit I member's seniority when a full-time position becomes available.

If a Unit I member who was laid-off from a full-time position and is on recall voluntarily accepts a part-time position for purpose of recall, the Board will have met its obligation under Article 12.E.

If a tenured Unit I member who was laid-off rejects a recall to a full-time position in the field from which the member was laid-off, the Board will have met its obligation under Article 12.E.

The laid-off tenured Unit I member will be offered recall to other fields of the member's certification in order of seniority and after other laid-off members in that field have been recalled. The member who rejects such recall will be entitled to remaining recall rights for the field from which the member was laid-off. However, upon such rejection, the Board will have met its obligation of recall to the member's other field(s) of certification.

The Unit I member reassigned to a vacancy in a second field of certification is entitled to assignment to a vacancy in the field from which the member was reassigned provided:

There are no laid-off tenured Unit I members entitled to recall in that field, and

There is not a more senior Unit I member reassigned from that field but who has not rejected an offer of reassignment to the field, and

The vacancy occurs within two (2) years of the time of reassignment from the field.

Nothing in the above provisions is to interfere with the member's rights of transfer or the Board's rights of assignment as covered in other provisions of this Agreement, Board policies, state by-law, state law, or federal law. However, if the member rejects an offer of reassignment as outlined above, the Board will have met its obligation under Article 12.E.

If a Unit I member awaiting recall is employed as a long-term substitute, the Unit I member will earn experience credit for that service.

If a tenured Unit I member who was laid-off accepts a position requiring professional certification with another public school system, during the life of that contract, the contract with the employing school system shall supersede the contract with the AACPS. No recall shall be subsequently issued by the Board during the life of that contract. The member so employed with another school system must notify the Board if the contract with the other school system is terminated in compliance with the regular teacher contract, and said member's recall rights will resume for the remainder of the two (2) years.

Tenured members on the recall list shall have the option of continuing membership in the Board's group hospital-medical plan by paying the full premium cost to the Board each month.

A Unit I member heretofore or hereafter promoted out of the Unit I bargaining unit shall retain such seniority as may have been earned while employed in a position which is included in the Unit I bargaining unit and may invoke such past seniority upon return to a Unit I position.

It is understood by the parties that the staffing requirements of EEOC shall take precedence over the provisions of this Agreement if they are in conflict.

An alleged misapplication of the layoff policy to tenured members shall be subject to grievance.

### **ARTICLE 13** **EVENING AND SUMMER PROGRAMS**

**A. Evening and Summer Schools**

Teacher opportunities available in adult education classes and summer school programs shall be advertised in each school.

Preference in the selection of teachers for evening and summer school shall be given to teachers who hold Standard Professional or Advanced Professional Certificates and have demonstrated teaching proficiency.

**B. Summer Workshops**

Summer workshops in curriculum and other areas of school activity shall be advertised to all Unit I members. Selection of personnel for these workshops shall be consistent with the objectives of the activity. Participation shall be voluntary.

**ARTICLE 14**  
**NON-PROFESSIONAL DUTIES**

**A. Duties Not Contributing to Teaching**

The Board and TAAAC recognize that the function of the teacher is to teach and perform related professional duties; therefore, the parties agree that effort will be made to eliminate duties which do not contribute directly to the primary learning function.

Except in emergencies, individually assigned non-professional duties will not exceed twenty (20) minutes per day during the student day. For the purpose of this article, supervision of students during arrival, departure and transitions between classes will not be considered non-professional duties. Nothing in this article shall preclude a different arrangement or schedule of duties if agreed to by the Principal and Faculty Advisory Council.

**B. Collection of Money**

A teacher shall not be required to collect money for milk, lunch items, or other items not directly related to the instructional program or student welfare.

**C. Use of Teacher Assistants**

Where teacher assistants are used to assist in the instructional process teachers shall supervise their services and shall maintain responsibility for the instructional program.

**D. Transporting Students**

Unit I members shall not be required to transport students in their private automobiles.

**E. Custodial Responsibility**

Teachers shall not be required to perform custodial functions; they shall, however, give instruction and reasonable supervision to students in the care and cleanliness of school facilities.

**ARTICLE 15**  
**SUBSTITUTE TEACHERS**

**A. Calling**

No absent teacher shall be required to call substitutes.

**B. When Provided**

Substitutes shall normally be provided for all teachers absent from their regular teaching assignment including art, music, media specialists and physical education. Only after reasonable but unsuccessful efforts to obtain substitutes shall the principal assign teachers to other teachers' classes during their non-teaching periods.

When an uncovered vacancy causes a class of students to be divided among other teachers for the entire school day, the receiving teachers will each receive one (1) hour of compensatory in which the incidence occurs. Utilization of that leave will be arranged between the teachers and principal or supervisor.

Except in an emergency which occurs during the school day, no teacher shall be required to take a class for another teacher unless the teacher requested to take the class is given a reduced schedule or work load within the next five (5) work days.

Substitutes shall be provided for teachers involved in field trips, athletic events or professional meetings

approved by the appropriate administrator, provided the event is scheduled for a half day or more and funds are appropriated for this purpose.

**C. Teacher Planning**

Although the substitute shall assume the regular duties of the teacher, any teacher who uses leave shall assume responsibility for instructional planning that will provide students with a continuing educational program. A teacher's repeated failure to leave adequate plans for the class shall be reflected in the teacher's formal rating by the principal.

**ARTICLE 16**  
**EVALUATION AND RATING OF PROFESSIONAL STAFF**

**A. Definition of Terms**

Assessment of performance consists of two major components, professional practice and student growth.

"Evaluation" is that phase of the process by which a Unit I member's professional practice and student growth is formally or informally appraised by Administrative or supervisory personnel or instructional leaders for the purpose of providing direction and bringing about improvement.

"Professional Practice" is that half of the rating process that appraises the Unit I employee's performance in the six domains of quality learning environment, planning for learning, instructional delivery, student learning behaviors, assessment for learning, and professional behaviors.

"Student Growth" is student progress assessed by multiple measures from a clearly articulated baseline to one or more points in time. This includes progress along student learning objectives, to measure the learning growth of students that the Unit I employee directly or indirectly impacts and MSDE approved performance measures.

"Student Learning Objectives" are specific, rigorous, long-term goals for groups of students that educators create to guide their instructional and administrative efforts.

"Rating" is that phase of the process by which administrative or supervisory personnel formally assess, according to a predetermined schedule and instrument, the Unit I employee's performance and progress in the two major components of educator assessment.

"Instructional Leaders" are Unit I Employees including Department Chairpersons, Lead Teachers, Team Leaders, Reading Teachers, and others designated by the Board.

"Instrument" is the rating form approved by the Board. This instrument shall be developed based upon mutually agreed upon performance evaluation criteria and standards between the Board and TAAAC or imposed by law or regulation.

**B. The Evaluation Process for Unit I Members**

For the purposes of [Article 16A.2] a "day" shall be defined as a duty day when both parties are on site.

**1. Observations**

Both formal and informal observations have value. The observer or designee must give notice of at least five (5) duty days prior to conducting a formal observation when administratively possible.

All observations shall be conducted with the full knowledge of the individual. Observations should be made at different times of the day so that varied types of activities may be seen.

**2. Conferences and Written Reports**

Within five (5) days of a formal observation, a private evaluation conference shall be held.-

A written evaluation shall follow all formal observations. A written evaluation shall follow within ten (10) school days. It shall be in simple, precise language with specific recommendations for improvement where deficiencies are noted.

3. Collaborative Achievement Plan

Whenever a supervisor or administrator articulates a performance related concern, a Collaborative Achievement Plan may be mutually developed and implemented with the employee.

Constructive suggestions for improvement should include consideration of professional preparation needed for the assignment, conditions under which the Unit I member works, physical facilities, pupil load, and the number of pupils with special needs or adjustment problems.

4. Department Chairperson

All non-teaching department chairpersons shall conduct observations of teachers and participate in the evaluation process within the department. Other department chairpersons may conduct observations of teachers and participate in the evaluation process within the department in accordance with the following guidelines:

- The chairperson must be trained in classroom observation.
- The involvement of the chairperson in the observation process must be by mutual agreement of the department chairperson and the principal.
- The involvement of the chairperson must be voluntary and supported by two-thirds (2/3rds) affirmative vote of the impacted department members. Voting shall occur by a secret ballot to be conducted by the principal and the chair of the Faculty Advisory Council.
- The chairperson is eligible to vote in the department election.
- This program will be reviewed in the summer of 2015 by a jointly appointed committee. Recommendations from the committee will be reviewed by the negotiation teams during a special session. Program expansions and revisions will be made upon mutual agreement.

5. Additional Conference for Pupil Services Persons

An informal, private evaluation conference will be held before the end of November in a year of evaluation. Mutually agreed upon goals and objectives may be developed.

C. The Rating Process for Unit I Members

At the time of the formal rating a conference shall be held and Unit I members shall be shown copies of their rating.

An evaluation report that evaluates a teacher as ineffective shall include at least one observation by an individual other than the immediate supervisor.

The rating shall include consideration of the Unit I members' levels of experience and the conditions under which they work, including physical facilities, workload, and other factors that might limit effectiveness in attaining personal or program goals and objectives.

The rating shall be received prior to the last day for teachers. Non-tenured Unit 1 employees whose contracts are being recommended for non-renewal shall receive written warning from the school/worksite administration by April 15.

1. Rating Requirements

- a. Included in the factors considered in each formal rating of teachers shall be a minimum of two (2) classroom observations, one of which must be scheduled, of no less than 30 consecutive minutes each, during the year in which the rating is presented. These observations shall be made at least one month apart, where reasonably possible.
- b. Included in the factors considered in each formal rating of pupil services persons shall be a minimum of two (2) observations, one of which must be scheduled, during the year in which the rating is presented. These observations shall be made at least one month apart, where reasonably possible.

2. Frequency of Rating

- a. *Non-Tenured Unit I Members and Members Rated as Ineffective*

All non-tenured teachers and all teachers rated as ineffective shall be evaluated annually on student growth and professional practice.

**b. Tenured Unit I Members**

On a 3-year evaluation cycle, tenured teachers shall be evaluated at least once annually in the following ways:

- 1) In the first year of the evaluation cycle conducted under these regulations, tenured teachers shall be evaluated on both professional practice and student growth;
- 2) If in the first year of the evaluation cycle a tenured teacher is determined to be highly effective or effective then in the second year of the evaluation cycle, the tenured teacher shall be evaluated using the professional practice rating from the previous year and student growth based on the most recent available data;
- 3) If in the second year of the evaluation cycle a tenured teacher is determined to be highly effective or effective, then in the third year of the evaluation cycle, the tenured teacher shall be evaluated using the professional practice rating from the previous year and student growth based on the most recent available data;
- 4) At the beginning of the fourth year, the evaluation cycle shall begin again as described in §b(1) – (3) above; and
- 5) In any year, a principal may determine or a tenure teacher may request that the evaluation be based on a new review of professional practice along with student growth.

3. Person Responsible for Rating

- a. Primary responsibility for the rating of Unit I members based in a single school shall be assumed by the school principal.
- b. School-based itinerant Unit I members shall be rated by the principal of their base school who shall receive input from the principal(s) of the other school(s) they serve.
- c. Central office-based itinerant teachers, resource teachers and teacher specialists shall be rated by the appropriate supervisor.
- d. Primary responsibility for the evaluation and rating of pupil personnel workers and psychologists shall be assumed by the administrator or coordinator within the discipline to whom they report.

4. Signing of Reports

All rating reports shall clearly indicate an assessment of the Unit I member's performance. Written comments may be made by the member as well as the rater. Provisions shall be made for the Unit I member's signature to indicate that the member has seen the rating. Rating reports shall be signed by the Unit I member and by the person responsible for presenting the rating. If a Unit I member refuses to sign a rating, the originator shall attach a statement signed by a witness that the member was shown the rating but refused to sign. If a Unit I member has left and is unavailable to sign an entry, a copy shall be sent to the Unit I member by certified mail or shall be hand delivered and the receipt shall be attached to the file copy.

5. Electronic Signatures

When administratively practicable, electronic signatures will be used for ratings. Rating reports may be signed by the originator and the Unit I employee. Provisions similar to those referenced above for Unit I employees to comment or refuse to sign shall be maintained.

**D. Instructional Leaders**

In addition to administrative and supervisory staff, an instructional leader who is trained to do so may participate in the evaluation and rating process for unit I colleagues for the limited purpose of writing, monitoring, and scoring Student Learning Objectives (SLO's). Evidence of completion of that training shall be maintained by the building administrator and may be reviewed by Unit I members upon request.

**E. Subject of Grievance**

Items 16 A & B shall be subject to the grievance procedure only on failure to follow procedures.

**ARTICLE 17**  
**RESIGNATION AND CONTRACT RENEWAL**

**A. Provision for Resigning**

Tenured Unit I Members and Unit I Members who began employment prior to July 1, 2006, shall notify the Division of Human Resources as soon as possible of plans to separate from employment or request a leave of absence for the following year. A written resignation should be submitted as soon as a decision not to return has been reached and must be submitted no later than July 15.

Non-tenured Unit I Members who begin employment on or after July 1, 2006, shall notify the Division of Human Resources of plans to separate from employment or request a leave of absence for the following year. The written resignation must be submitted no later than May 1.

**B. Failure to Give Advance Notice**

Unit I members who resign during the school year must provide thirty (30) days written notice. Failure to provide the thirty (30) days advance written notice with the exceptions listed below, shall result in the following:

1. References will not be provided to prospective employers. However, verification of employment experience shall be given, upon request.
2. A request may be made to the Maryland State Department of Education for a suspension of the Unit I member's professional certificate.

The above penalties shall not be invoked in the event of:

- a. Personal illness verified by a physician.
- b. Transfer of a spouse not known in time to provide thirty (30) days notice and verified by military orders or by a statement from an employer.
- c. Military service of a Unit I member verified by orders that is not known in time to provide thirty (30) days notice.
- d. An emergency as judged by the Executive Director of Human Resources.

**ARTICLE 18**  
**OTHER PERSONNEL POLICIES**

**A. Screening for Tuberculosis**

The Board shall cooperate with the Health Department and other agencies in assisting Unit I members in complying with the state requirement to show freedom from active tuberculosis.

**B. Communications**

Every reasonable effort shall be made not to disturb classes with communications from the school office or similar interruptions.

**C. Public Address System**

Except for instructional purposes the public address system in each school shall be used in accordance with the following regulations:

1. Announcements shall be made at one specified time during the school day, which should be outside of instructional periods.
2. Exceptions shall be made only in emergency situations.
3. At no time shall the system be used to monitor any room without the knowledge of the Unit I member(s) present.



**D. Mileage Allowance**

A Unit I member who is required to travel from school to school or who is required to travel on school business shall be reimbursed for such travel. A member who is based in one school or in an area office shall be paid for required travel in excess of commuting mileage between residence and base. No member shall be paid for travel between residence and place of base assignment. The mileage allowance for reimbursable travel shall be based on the prevailing U.S. Government (IRS) standard rate in effect at the time of travel.

**E. Health and Safety Hazards**

Conditions on school premises which are considered by the Faculty Advisory Council to endanger the health and safety of pupils or Unit I members shall be reported to the principal, who shall immediately request an inspection by persons qualified to determine the existence or the extent of the alleged hazard. Upon receipt of recommendations from the qualified persons appropriate remedial action shall be taken at once.

Unit I members will not be asked to search for bombs or handle any objects suspected of being bombs, explosives or similar devices.

The closing of schools as a result of adverse environmental conditions will be considered on an individual school basis by the Superintendent of Schools or designee. Decisions concerning the length of the working day and place of duty for Unit I members will be made simultaneously.

The Board will ensure that each school principal, after consultation with the Faculty Advisory Council, develops a plan to enable teachers to notify the main office staff of emergency health or safety problems in their classrooms.

The Board will determine the existence/condition of equipment in each school which enables the teachers to notify the main office staff of emergency, safety, or health problems in their classrooms.

Where emergency notification equipment is in place, the principal will ensure that the system is monitored during the student day. Where the equipment does not exist, the Board will identify additional and/or future requirements.

**F. Design and Renovation of Buildings**

In the design of new school plants, and to the extent possible in the renovations of existing ones, the Board's plans for construction shall include:

1. At least one furnished teacher's lounge, space for preparation by those teachers temporarily without the use of a classroom and separate rest rooms for teachers,
2. A classroom or other adequate teaching space for each class, whether regular or special, and
3. Space and facilities for specialists working with students. A teacher's desk, and nearby individual storage space for materials in each teaching area, shall be provided for each teacher who is full-time and for those visiting specialists who work directly with students.

**G. Curriculum Committees**

Committees appointed to develop or revise various portions of the curriculum shall include classroom teachers.

**H. Coaches' Sports Clinics, Handbooks**

Coaches shall be permitted time to attend sports clinics with the approval of the principal provided that substitute time has been made available by the Coordinator of Physical Education.

**I. Sales Presentations**

Sales presentations shall not be given in meetings which Unit I members are required to attend unless they are for instructional matters.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

**A. Definitions**

The Board and TAAAC agree to the following definitions:

1. A "grievance" is a dispute concerning the meaning, interpretation or application of provisions of this negotiated Agreement concerning the salaries, hours, or working conditions of Unit I members.
2. "Grievant" shall be the Unit I member or members making the claim.
3. A "party in interest" is the person or persons making the claim and any person or persons who may be required to take action or against whom action may be taken in order to resolve the grievance
4. A "time limit" is the requirement that action be taken within a specific number of school days.

**B. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise regarding this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any Unit I member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the assistance of TAAAC.

**C. Informal Discussion**

A Unit I member with a potential grievance shall first discuss the problem with the administrator who made the decision or the interpretation which is alleged to be in error. If the administrator involved is not school-based, an informal discussion shall be held, however, an association representative may be present.

**D. Procedure**

The following procedures shall be used in processing grievances:

Level One

A Unit I member with a grievance shall file the grievance in writing, using the Board of Education approved grievance form, with the administrator who made the decision or interpretation which is alleged to be in error. Such forms may be obtained at the work location or from the TAAAC office. The administrator shall render a written decision within five (5) school days.

If the decision which is alleged to be in error was made by a member of the Superintendent's Executive Staff, Level Two shall be omitted and the grievance shall be filed with TAAAC for processing at Level Three.

If the decision which is alleged to be in error was made by the Superintendent, Levels Two and Three shall be omitted and the grievance shall be filed with TAAAC for processing at Level Four.

Level Two

If the grievant is not satisfied with the decision rendered at Level One, or if no decision has been rendered within the allotted time, the grievant may within five (5) school days file the grievance with TAAAC. If TAAAC believes that the grievance is valid, TAAAC shall within five (5) additional school days request a hearing before the Director of Employee Relations or designee.

Within ten (10) school days the hearing shall be held and a decision rendered.

Level Three

If TAAAC is not satisfied with the decision at Level Two, it shall refer the grievance to the Superintendent within five (5) school days. The Superintendent/designee shall meet with the grievant and the grievant's representative(s) and render a decision within ten (10) school days after the referral.

Level Four

If TAAAC finds the Superintendent's/designee decision not acceptable, it shall within ten (10) school days notify the Board whether or not the grievance is to be submitted to arbitration. If the representatives of the parties cannot agree upon and acquire the services of an Impartial Hearing Officer, both parties shall promptly request the American Arbitration Association to submit to each party a list of persons skilled in arbitration of educational matters. Within seven (7) days each party shall cross off any names to which it objects, number the remaining names in order of preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of an arbitrator. If either of the parties fails to accept any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such a list of names, a second list of seven (7) names shall be requested.

The parties shall strike names alternately until only one name remains. That person shall be designated the arbitrator.

The arbitrator shall meet with the Superintendent or designee and the grievant and the grievant's representative(s) either separately or together. The format, dates and times of such meetings will be arranged by the arbitrator and will be conducted in closed sessions.

The jurisdiction and authority of the arbitrator shall be confined to the express provision or provisions of this Agreement at issue between the Teachers Association of Anne Arundel County and the Board of Education of Anne Arundel County. The arbitrator shall have no authority to add to, alter, detract from, amend or modify any provisions of this Agreement or to make any award which will in any way deprive the Board or the Superintendent of any of the powers delegated to them by law or State Board Bylaw, and not encompassed in this Agreement.

The provisions of the Agreement are arbitrable, while the powers of the Superintendent and the Board beyond this Agreement are not. The arbitrator shall not have the authority to consolidate separate grievances for a single hearing without mutual consent of the Board and TAAAC. The award, in writing, of the arbitrator within the jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved Unit I member(s), the Association and the Board.

Any award of an arbitrator may be set aside by a ruling from a court of competent jurisdiction.

Any dispute arising in renegotiations following budget reductions by the fiscal authorities shall not be subject to this arbitration provision, but shall be resolved in accordance with Section 6-408, of the Education Article of the Annotated Code of Maryland.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel expenses, shall be paid by the non-prevailing party.

**E. Separate Filing of Grievance Records**

All written and printed matter dealing with the processing of a grievance will be filed separately from the central office Official Personnel File of the participant.

**F. Availability of Board Information**

The Board agrees to make available to the grievant and the grievant's representative(s) information in its possession or control which is relevant to the issues raised by the grievance and which is not privileged.

**G. Released Time for Hearing**

When it is necessary for any employee of the Board to attend a meeting or a hearing called by the Superintendent or designee during the school day, the Superintendent's office shall so notify the principal of such employee and the employee shall be released without loss of pay for such time as the employee's attendance is required at such meeting or hearing.

**H. Time Limit for Initiating Grievance**

No grievance shall be recognized by the Board or TAAAC unless it shall have been presented at the appropriate level within fifteen (15) school days after the aggrieved person knew or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived.

**I. Time Limit for Processing Grievances**

The time limit for either party's responding in writing shall have been met if the reply was hand-delivered or postmarked by the last day of the period indicated.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, an attempt will be made to reduce the time limits set forth herein so that the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is practicable.

**J. TAAAC Advice**

Nothing herein shall deny any grievant the right to seek advice of TAAAC representatives at any level of these procedures.

**K. Representation**

Grievants may be represented above level one only by TAAAC or agents of TAAAC. The grievant must, however, be present at all hearings. In case the grievant is prevented from attending a hearing because of an emergency, the hearing shall be rescheduled.

**L. No Reprisals**

Neither the Board nor any member of the administration shall take reprisals affecting any party in interest by reason of participation in the grievance procedure.

**ARTICLE 20**  
**FACULTY ADVISORY COUNCILS**

**A. Purpose**

There shall be a Faculty Advisory Council in each school for the purpose of ~~giving teachers~~providing Unit I employees an opportunity to advise the principal in the development of procedures for the operation of that school.

**B. Composition**

The size of the Council shall be determined by the principal. The chairperson of the TAAAC Faculty Representatives shall be a voting ex officio member of the Council. A majority of the remaining members shall be elected by secret ballot of all ~~teachers~~Unit I employees in an election conducted by the Faculty Representative(s) and the remainder shall be appointed by the principal. Nothing in these provisions shall preclude a decision of the faculty by secret ballot election to have the entire ~~teaching~~Unit I staff act as the Council.

The principal and/or designee(s) who are not members of the Council may attend meetings of the Council but shall have no vote.

**C. Chairperson and Meeting Rules**

Members of the Faculty Advisory Council shall elect their chairperson and shall establish rules for the conduct of meetings.

**D. TAAAC Involvement**

Officers or staff of TAAAC may be invited at the Council's request.

- E. Call of Meetings**  
Either the principal or the chairperson, with the knowledge of the other, may call meetings of the Council, which shall be held at least monthly during the school year.
- F. Agenda and Minutes**  
The agenda for each meeting shall be printed and distributed in advance to all Council members. A report of the action taken by the Council on each item shall be printed and distributed to all teachers promptly after each meeting.
- G. Restriction on Procedures**  
No other Faculty Advisory Council procedure may be adopted in any individual school that is in conflict with this Agreement.
- H. Term of Members**  
Members of the Faculty Advisory Council shall be chosen in each school during the month of June and shall serve from July 1 to June 30 of the following year. In case of resignation or transfer of an elected member, a special election shall be called to choose a successor.
- I. FAC Handbook**  
TAAAC will maintain the Faculty Advisory Council Handbook and post an updated version on its website annually.

**ARTICLE 21**  
**TAAAC RIGHTS, PRIVILEGES AND RESPONSIBILITIES**

- A. Bulletin Boards**  
While serving as the exclusive negotiating agent for all Unit I members employed by the Board, TAAAC shall have exclusive use of at least one bulletin board between nine (9) and twelve (12) square feet in area in each school. TAAAC agrees to confine all its postings to this bulletin board.
- B. Leave for President**  
The President of TAAAC shall upon request be granted leave for the term office without pay, but with full experience credit for full time service to TAAAC. TAAAC shall reimburse the Board for the total salary and continuing benefits to the President during such leave.
- Upon expiration of term of office, the President shall be guaranteed a position similar to the one held prior to assuming the Presidency.
- C. Exchange of Communications**  
The Board shall provide TAAAC with copies of all communications concerning salaries, wages, hours and other working conditions of Unit I members which are given general distribution to the schools. TAAAC shall supply the Board with ten copies of each flyer, newsletter or other communication which is given general distribution to its members. To the extent that it is feasible, distribution to the Board and TAAAC shall be made concurrently.
- D. Materials to New Unit I Members**  
TAAAC may provide one (1) promotional folder and one letter advertising TAAAC's housing service to be placed in any packet of materials distributed by the school system to newly employed Unit I members.
- E. Presentation During Orientation of New Unit I Members**  
Unit I employees hired to begin employment on or after July 1, 2006, will be presented with a jointly approved form at new employee orientation sessions. The form will identify the cost and benefits of membership and provide an opportunity for employees to choose whether to authorize dues deduction or to opt out of membership and waive the benefits thereof. All new employees will be required to submit a completed form. Copies of the completed forms will be provided to TAAAC. TAAAC will be provided a schedule of the new employee orientation sessions in advance, will be apprised of any changes to that schedule, and will be notified in advance of any additional ad hoc new employee orientation sessions. A duly authorized TAAAC

representative will be allowed to participate in the new employee orientation sessions by making a brief presentation and answering TAAAC-related questions.

During preschool orientation in each school or in area meetings of new Unit I members, TAAAC shall be provided with a twenty-minute period wherein it can explain its purposes and activities. The request shall be made in writing to the principal or the appropriate director by August 1.

**F. Use of Mailboxes**

TAAAC shall have the privilege of placing in Unit I members' mailboxes its official publications and those of MSTA and NEA, and other materials bearing the signature of the executive director or the president of one of these associations.

**G. Payroll Deduction Dues**

The Board shall make payroll deduction of membership dues to TAAAC/MSTA/NEA from those Unit I members completing a membership contract. The Board shall transmit all such dues to TAAAC.

**H. Payroll Deduction - TAAAC Insurance Programs**

The Board shall provide one voluntary payroll deduction from each biweekly pay to the currently designated TAAAC Insurance Programs. TAAAC shall have two additional voluntary payroll deductions for other voluntary TAAAC benefits for TAAAC members. TAAAC agrees that it will not use the two referenced payroll deductions to duplicate those offered by the Board in the FY05 negotiated agreement.

**I. Board Data for Negotiations Proposals**

The Board shall provide TAAAC with information in the public domain necessary to the formulation of its negotiations proposals, except that no confidential information shall be released.

**J. Use of School Delivery Service**

TAAAC may have the privilege of using the school delivery system and electronic mail to distribute TAAAC, MSEA, and NEA materials as described in Item F above, as long as such distribution does not interfere with the distribution of AACPS materials. TAAAC shall submit materials to the Superintendent's designee for approval prior to distribution via electronic mail. The designee's determination will be based solely on whether the content complies with this provision and shall be made within five (5) business days from receipt of the request.

TAAAC agrees to distribute the following by other means:

1. Opinions of officials or other representatives of TAAAC, MSTA, or NEA concerning any matter on which TAAAC and the Board have taken opposing positions.
2. Advocacy of action on the part of Unit I members which is contrary to policies, regulations or directives of the Board or its staff.
3. Materials advocating the election or defeat of candidates for public office or furthering partisan political activities.
4. Materials advertising brand name products or business establishments.

**K. Exclusive Rights**

For the duration of this Agreement the rights and privileges enumerated in Articles A through K, M, N, P, and R of this article shall not be accorded to any other organizations seeking to represent Unit I members under the provisions of Section 6-405 of the Education Article of the Annotated Code of Maryland.

**L. Use of School Facilities**

School buildings, equipment and other facilities shall be available to TAAAC in accordance with Board policy, except that should overtime payment to the custodian be made necessary by the meeting TAAAC shall bear the expense. All TAAAC expenses shall be borne by TAAAC. Officers of TAAAC and Unit I members shall not use school materials or time in the transaction of TAAAC business.

- M. Unit I Listing**  
By October 20, the Board shall provide TAAAC with the names and schools of all Unit I members in the system.
- N. Agenda and Minutes**  
The Board shall provide TAAAC with a copy of the agenda and the minutes of all public meetings of the Board. TAAAC shall provide the Board with a copy of the agenda and minutes of all Representative Council meetings.
- O. Calendar Committee**  
TAAAC shall name two (2) members to the Board's annual calendar committee from its Unit I membership. The representatives shall participate in the deliberations of the committee, present the position of TAAAC on calendar items, and assist in drafting the proposed calendar to be presented to the Board.
- P. Recognition During Board Meetings**  
The Board recognizes the importance of Unit I members' viewpoint in educational decisions. In order to present a proposal to the Board, TAAAC shall make a request to the Superintendent that this presentation be included on the agenda of a Board meeting. An official representative of TAAAC shall be recognized during Board meetings to offer comments germane to matters under discussion which would affect Unit I members.
- Q. School Visits by TAAAC Representatives**  
Duly authorized representatives of TAAAC, after showing the proper credentials to the principal, shall be permitted to meet with Unit I members and transact TAAAC business on school property, during the 35-1/2 hour work week and duty free lunch, except that this business shall not interrupt the professional duties of the members.
- R. Agreement Compliance While Grieving**  
TAAAC accepts the principle of the Unit I member's compliance with Board interpretation or application of this Agreement while any grievance under this Agreement may be pending or may be timely filed. TAAAC agrees not to dissuade the grievant from compliance with the Agreement as interpreted or applied by the Board while the grievance procedure is being or may be utilized, unless compliance would jeopardize the personal health or safety of the member.
- S. Non-Restraint of Unit I Member's Rights**  
TAAAC agrees not to restrain or coerce any Unit I member in the individual's exercise of any rights recognized in or granted by this Agreement.
- T. TAAAC Support for Hiring Qualified Unit I Members**  
TAAAC supports the principle of hiring fully qualified Unit I members whenever possible, as outlined in the Code of Maryland Regulations, Title 13A.
- U. Presentation of Negotiated Agreement to Unit I Members**  
Opportunity for TAAAC Representatives to present a negotiated master agreement or negotiated amendments thereto to all interested Unit I members to a ratification vote by TAAAC shall be provided in each school within the regular work week, as defined in Article 11, Item A, at a time which does not disrupt the instructional program.
- V. Modified Agency Shop/Fair Share**
1. A modified agency shop shall be implemented effective on the date TAAAC shows evidence substantiating its attainment of a membership share of no less than 80% of Unit I employees. The fee will not be charged to any Unit I employee who began most recent AACPS employment prior to that date.
  2. The amount of the fee will be computed in accordance with the provisions of Section 6-407(f) of the Education Article. TAAAC will provide the Board with the amount of the fee by August 1 of each year, along with a copy of the third party audit.
  3. TAAAC will run independent professional development programs with the requisite 25% contribution to professional development programs for Unit I employees.

4. TAAAC will modify its Sick Leave Bank Rules to allow non-members entry into the Bank once the collection of the representation fee begins.

In addition, all provisions of Section 6-407(f) of the Education Article are applicable, with the exception of 6-407(0)(7), which is over-ridden by the above-proposed implementation schedule.

The section, in its entirety is excerpted and italicized below: 6-407 (f) In Anne Arundel County:

(1) *The public school employer may negotiate with the employee organization designated as the exclusive representative for the public school employees in a unit, a reasonable service or representation fee to be charged nonmembers for representing them in negotiations, contract administration, including grievances, and other activities as are required under subsection (b) of this section.*

(2) (i) *Subject to the provisions of subparagraph (ii) of this paragraph, the employee organization designated as the exclusive representative for the public school employees shall indemnify and hold harmless the Anne Arundel County Board of Education against any and all claims, demands, suits, or any other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with any of the agency or representation fee provisions of the negotiated agreement.*

(ii) *The Board shall retain without charge to the Board the services of counsel that are designated by the exclusive representative with regard to any claim, demand, suit, or any other liability that may arise out of or by reason of action taken by the Board for the purpose of complying with any of the agency or representation fee provisions of the negotiated agreement.*

(3) *The employee organization designated as the exclusive representative shall submit to the Anne Arundel County Board of Education an annual audit from an external auditor that reflects the operational expenses of the employee organization and explains how the service or representation fee is calculated based on the audit.*

(4) (i) *The service or representation fee shall be based only on the expenses incurred by the employee organization in its representation in negotiations, contract administration, including grievances, and other activities under this section.*

(ii) *Political activities of the employee organization designated as the exclusive representative may not be financed with the funds collected from the service or representation fee.*

(5) *An employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization is:*

(i) *Not required to pay a service or representation fee; and*

(ii) *Required to pay an amount of money as determined under paragraph (1) of this subsection to a nonreligious, nonunion charity or to another charitable organization that is mutually agreed upon by the employee and the exclusive representative, and who furnishes to the public school employer and the exclusive representative written proof of the payment.*

(6) *Any negotiated agreement that representation fee also shall contain a provision that requires that an amount of revenue equal to 25% of the annual representation fees collected and maintained by the local bargaining representative be designated for professional development for represented educators.*

(7) *This subsection shall apply only to employees who are hired on or after October 1, 2004.*

**W. Membership Dues from Other Units**

The board shall make payroll deduction of membership dues to TAAA/MSEA/NEA from AACPS employees eligible for such membership that complete a membership contract.

The Board shall transmit all such dues to TAAAC.

**X. Access and E-mail Account**

TAAAC will be provided with one organizational e-mail account to be used for the sole purpose of its



professional staff to access Brass Ring or any substitute program that posts vacancy announcements available to Unit I employees. TAAAC affiliated staff must sign and abide by the user agreement, Board Policy, and regulations that other AACPS employees sign and agree to when using these programs.

**ARTICLE 22**  
**PROCEDURES FOR NEGOTIATIONS**

**A. Designation of Negotiators**

A negotiating team of no more than eight (8) persons shall represent each party in negotiations. By no later than the fourth Wednesday of September, TAAAC and the Board shall each designate to the other in writing the names of the chairperson, permanent representatives and alternates who will serve on their respective negotiating teams. These negotiating teams shall have full power to negotiate for their respective parties.

**B. Consultants**

Though both teams may utilize from time to time the services of consultants for information and advice, no more than a total of six negotiators and consultants for a team may be present at any negotiating session unless prior approval has been given by the other team.

**C. Presentation of Proposals**

All proposals from TAAAC and the Board shall be presented prior to the close of the second negotiating session, except that, by mutual agreement, the teams may later make additional proposals based on unforeseen situations which have arisen since the opening of negotiations.

**D. Time Limits of Meetings**

Normally, at least one day each week shall be scheduled for negotiations with released time on such days for permanent members of the TAAAC team. Negotiating sessions shall be scheduled from 9:00 a.m. to 3:00 p.m. Additional sessions after school hours, may also be called by mutual consent.

**E. Confidentiality of Discussions**

The content of negotiations discussions shall be regarded as confidential. There shall be no public announcement or press releases on the content of negotiations discussions prior to the (1) successful conclusion of negotiations or (2) impasse being declared by the Maryland Public School Labor Relations Board, unless by mutual agreement.

The above provision shall not prevent the Board team from seeking guidance from the Board and staff or the TAAAC team from seeking guidance from its members.

**F. Inclusive Dates of Negotiations**

During years in which negotiations occur, negotiating sessions shall begin no later than the second Friday in October. Unless an impasse has been requested by one of the parties, the team members shall complete the non-compensation provisions of the Agreement by December 31, all other items by March 31, and affix their signatures to the tentative agreement and transmit it to TAAAC and the Board, who shall take action within fifteen (15) school days to ratify or reject the Agreement.

Nothing in this Agreement shall be construed as precluding a decision by the parties to utilize the service of a mediator prior to March 31.

The above time limits may be extended by mutual agreement.

**G. Signing the Agreement**

Following mutual ratification of the Agreement, the presidents of TAAAC and the Board shall sign the Agreement.

**ARTICLE 23**  
**REHIRED RETIRED TEACHER**

- A. Definition**  
Definition of "Rehired Retired Teacher" (RRT) means a rehired retired certificated employee who is a member of the State Teachers' Retirement System or the State Teachers' Pension System and who is rehired by a local school system under the provisions of the State Personnel and Pension Article, §22-406 and §23-407, Annotated Code of Maryland.
- B. Salary**  
The salary for full-time 10-month RRT's shall be \$62,450. The annual salary shall be prorated for less than a full-time assignment or for terms of less than one year. Salary for 12-month RRT's will be prorated at 1.18 times that of 10-month RRT's
- C. Annual Leave**  
12-month RRT's will be provided with one-half day per pay period of annual leave per year. One-half of the total annual amount will be available at the beginning of their work year.
- D. Exclusions/Amendments to the Agreement**  
All other provisions of this Agreement will apply to RRT's except those specifically excluded or amended below. These exclusions/amendments shall not impact any existing benefits RRT's received from the school district from which they retired.

**ARTICLE 2 UNIT I MEMBERS' RIGHTS, PRIVILEGES, AND RESPONSIBILITIES**

- D. Procedures for suspension of Unit I member

**ARTICLE 3 SALARY AND OTHER COMPENSATION**

- A. Teacher scale
- B. Master's plus 30 hours/Master's plus 60 hours
- C. Doctorate degree
- D. Exception for provisional certificate
- E. Penalty lapsed certificate
- F. Experience credit

**ARTICLE 4 EMPLOYEE BENEFITS**

- A. Hospital-Medical Insurance
- B. Health Maintenance Organization option
- C. Term Life Insurance
- D. Benefits for part-time Unit members
- E. Information to Unit I members
- F. Separation Pay
- G. Separation Pay Distribution Option

**ARTICLE 5 SICK LEAVE**

- B. Sick Leave Bank
- C. Transfer of sick leave
- D. Unlimited accumulation
- E. Notification of accumulation
- F. Sick leave upon reemployment

**ARTICLE 6 SABBATICAL LEAVE (entire article)**

**ARTICLE 7 LEAVES OF ABSENCE (entire article)**

**ARTICLE 8 OTHER LEAVES**

- A. Personal Business (paragraph 4 only)

**ARTICLE 9 PROFESSIONAL IMPROVEMENT**

- B. Reimbursement of college

**ARTICLE 12 ASSIGNMENT AND TRANSFER**

- A. Voluntary Transfer
- B. Involuntary Transfer
  - 1. A teacher(s) to be excessed:
    - a. A teacher(s) volunteering to be excessed
    - b. A rehired retired teacher(s)
    - c. A teacher(s) with provisional certificate
    - d. A teacher(s) selected by the principal using the following procedure and criteria
- C. Timeline for Filling Vacancies
- D. Posting of New Schools
- E. Notification of Assignment
- F. Reduction in Staff

When there is to be a reduction in the Unit I staff in any field for which a certificate is issued, the members in that field shall be laid-off in the following order:

- Rehired retired teachers
- Provisionally certified members
- Probationary members
- Tenured members

No provisionally certified members shall be laid-off until all rehired retired teachers in their field have been laid-off.

**ARTICLE 16 EVALUATION AND RATING OF PROFESSIONAL STAFF**

Rehired Retired Teachers do not need to be rated except to meet certificate requirements, at which time the provisions in Article 16 shall apply.

**ARTICLE 17 RESIGNATION AND CONTRACT RENEWAL (entire article)**

**ARTICLE 21 TAAAC RIGHTS, PRIVILEGES AND RESPONSIBILITIES**

- B. Leave for President

**ARTICLE 24**  
**DURATION OF THE AGREEMENT**

Unless as may be otherwise herein provided, the terms and conditions of this Agreement shall take effect July 1, 201~~6~~<sup>5</sup>, and remain in effect through June 30, 201~~7~~<sup>6</sup>.

The following Agreement was reached by the undersigned on October 21, 2015, and submitted for ratification to TAAAC and the Board.

For the Board:

For TAAAC:

\_\_\_\_\_  
Melisa D. Rawles, Esq., Chief Negotiator

\_\_\_\_\_  
William Jones, Chief Negotiator

\_\_\_\_\_  
Angie Auth, Negotiator

\_\_\_\_\_  
Richard K. Benfer, Negotiator

\_\_\_\_\_  
~~Michele Batten~~Anthony Alston, Negotiator

\_\_\_\_\_  
Roxanne L. Beach, Negotiator

\_\_\_\_\_  
P. Tyson Bennett, Esq., Negotiator

\_\_\_\_\_  
Pamela K. Bukowski, Negotiator

\_\_\_\_\_  
Catherine Gilbert, Negotiator

\_\_\_\_\_  
Jacqueline W. Lubniewski, Negotiator

\_\_\_\_\_  
Bill Goodman, Negotiator

\_\_\_\_\_  
Leona U. Puglia, Negotiator

\_\_\_\_\_  
Arda Shahverdian, Negotiator

\_\_\_\_\_  
James Vaughn, Negotiator

\_\_\_\_\_  
Mary Tillar, Negotiator

\_\_\_\_\_  
Sean White, Negotiator

Following mutual ratification, the parties hereunto set their hands and seals this 21<sup>st</sup> day of October 2015.

BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY

\_\_\_\_\_  
Dr. George Arlotto  
Superintendent of Schools

\_\_\_\_\_  
Stacy Korbela  
President

TEACHERS ASSOCIATION OF ANNE ARUNDEL COUNTY

\_\_\_\_\_  
William Jones  
Executive Director

\_\_\_\_\_  
Richard K. Benfer  
President

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