

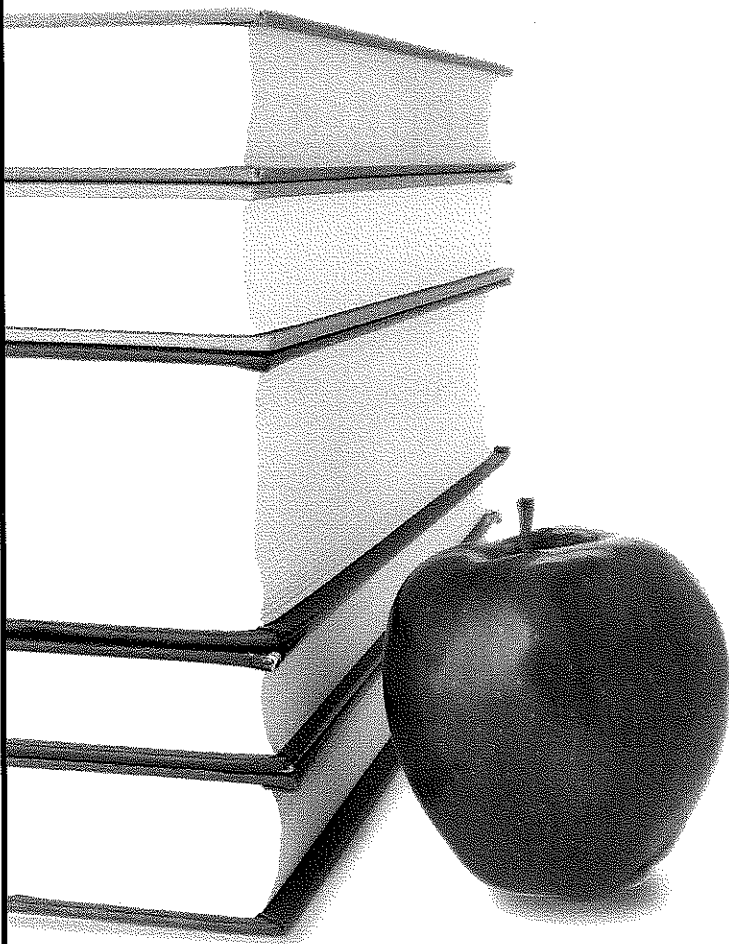
# **Negotiated Agreement**

between the

**Teachers Association of  
Anne Arundel County**

and the

**Board of Education of  
Anne Arundel County**



# **TAAAC**

July 1, 2013 – June 30, 2015

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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, and physical therapist.

"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 and distribute this Agreement to 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 and distributed following agreement by the parties. The cost of printing these items shall be equally shared by TAAAC and the Board.

**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**

A copy of the Board's policy manual shall be placed in the media center of each school. A copy of the Bylaws of the Maryland State Board of Education and a copy of the Handbook of Emergency and Legal Procedures (HELP) shall be available to Unit I members for use in the school.

**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 one hundred twenty (120) duty days after the hearing request, whichever comes first. The member will be paid his/her salary beyond the one hundred twenty (120) 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, 2013, through June 30, 2014 shall reflect the same salary rates as those of 2012-2013 increased by one percent (1%) across the board. The salary scales shall be restructured to add an additional step (Step 26) to each column in an amount two-percent (2%) greater than the amount indicated on Step 25.

Both parties agree and commit to working in a collaborative manner to restructure Unit I salary scales early in Fiscal Year 2014 for implementation in Fiscal Year 2015.

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 \$500 the first year, \$1,000 the second year and \$1,500 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.

Effective January 22, 2014, every Unit I employee who began active AACPS employment prior to July 1, 2013, will receive one (1) salary step increase.

External applicants entering AACPS service will have their respective credit for prior experience reduced to three (3) years 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 the number of years of teaching experience for which credit has been given. 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.

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**

**2013-14 Athletic Directors' Salary Scales**

<u>1-3</u>	<u>4-6</u>	<u>7-9</u>	<u>10-12</u>	<u>13+</u>
9,847	11,816	13,785	15,755	17,724

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.

### **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	3,363	4,036	4,708	5,381	6,053
Class II	2,690	3,228	3,766	4,304	4,842
Class III	2,018	2,422	2,826	3,228	3,632
Class IV	1,345	1,614	1,883	2,152	2,421
Class V	1,008	1,210	1,412	1,613	1,815
Class VI	672	807	941	1,075	1,209
Asst. AD	3,532	4,238	4,944	5,651	6,357

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. There shall be no more than five (5) and no less than three (3) tax-deferred supplemental retirement product vendors allowed to collect contributions by payroll deduction.

The Board will make deductions for a new professional employee of the Board who has a tax-deferred annuity agreement in force with another carrier at the time of employment.

10-month Unit I members who elect the twenty-six (26) pay option and all 12-month Unit I members will have the option of twenty-two (22) deductions or twenty-six (26) deductions for these investments per year. 10-month 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.

**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**

The Board shall make payroll deductions for U.S. Savings Bonds for Unit I members requesting it in writing in September of any year or within thirty (30) days after the effective date of employment.

**P. Flexible Spending Accounts**

The Board will make available flexible spending accounts, as provided under Internal Revenue Service regulations, that can be used by Unit I members for dependent care and health care costs.

**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 Challenged Schools/Annual Measurable Objectives**

Unit I employees assigned to schools designated by the Superintendent to be "Challenged" shall be paid an assignment stipend of \$2,000. Unit I employees assigned to such school shall also be paid a performance stipend of \$1,000 if the school meets annual measurable objectives (AMO) as defined by the Maryland State Department of Education.

The Superintendent may add or remove schools from the challenged school list basing the determination for each of factors including AMO status, Title I eligibility, Free and Reduced Meals (FARMS) population, staff and student turnover and other cogent factors.

The Superintendent must publish the list to Unit I employees by April 1<sup>st</sup> of each year. If the publication occurs after the April 1 deadline; then any Unit I employee assigned to a school which is being removed from the list may be voluntarily placed on the excess list and placed in accordance with the involuntary (excess) procedures outlined in Article 12B. The voluntarily excessed Unit I employees shall retain the right to compete for voluntary transfers as prescribed in Article 12A and may do so without regard to years of service.

**W. 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.

**X. 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.

**Y. 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.

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.

AACPS shall have a Section 125 Plan which in part allows Unit I members to pay health care premiums with pretax dollars. The Board will accept enrollment during the year from a Unit I member (outside of the annual open enrollment period) in accordance with the provisions set forth in Section 125.

For the PPN the in-network lifetime maximum will be unlimited, the in-network mental and nervous payment schedule is \$15, \$25, and \$35, and the out-of-network mental and nervous payment schedule will be in accordance with State mandates.

The Board will provide a 3-tier prescription drug benefit. Retail prescription coverage will carry co-pays of \$5 for generics, \$15 for preferred brand name drugs, and \$25 for non-preferred brand name. Ninety-day maintenance drugs will carry co-pays of \$10 for generics, \$20 for preferred brand name, and \$40 for non-preferred brand name through calendar year 2013. Effective January 1, 2014, maintenance tiers will change to \$10 for generics, \$30 for preferred brand name, and \$50 for non-preferred brand name.

PLAN BENEFITS ARE AS DESCRIBED IN THE ATTACHED MEDICAL COMPARISON CHART [APPENDIX C] AND VISION AND DENTAL CHARTS [APPENDIX D]

All female members are eligible to receive the hospital services for not more than 365 days for any one pregnancy. Maternity benefits include nursery care of the newborn child or children while the mother is receiving benefits. There is no waiting period for maternity benefits.

Benefits for obstetrical services shall be available to all female members. Such benefits include prenatal and postnatal care. Benefits shall be provided any properly enrolled newborn child or children from birth for the correction of congenital defects, serious birth injuries, major illnesses or infections or, if weight at birth is less than five (5) lbs. eight (8) ozs. There is no waiting period for obstetrical benefits.

The Board reserves the right to bid the Board-sponsored Health Plan. TAAAC will be a party to the selection process reading all 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. 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. An optional term life insurance policy in \$5,000 increments with full premium payment by the Unit I employee, shall be provided if participation by the Board's employees meet the minimum requirements of the carrier.

**D. 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, 95% of the employer contribution in 2012, 87.5% in 2013, 80% in 2014
- 0.10 to 0.459, 50% of the employer contribution.

**E. 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.

**F. 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.

**G. Separation Pay Distribution Option**

When a Unit I member's notice of retirement is received by the Division of Human Resources, the member's separation pay shall be issued in one of two forms:

1. If the total dollar amount of separation pay is less than \$1,000, separation pay will be received in a lump sum as taxable income through payroll.
2. If the total dollar amount of separation pay is \$1,000 or more, the full amount of separation pay (up to the IRS annual limit) will be forwarded as an employer contribution to a qualified retirement plan. The employer contribution will become taxable income only upon the Unit I member withdrawing it from the plan. Any amount over and above the IRS annual limit will be paid in a taxable lump sum



3. The Unit I member will then have the following options concerning their separation pay detailed in number 2 above. They may:
  - a. Invest amongst the choices within the qualified retirement plan.
  - b. Directly roll over the investment to an individual retirement account (IRA).
  - c. Directly roll over the investment to an eligible qualified retirement plan.
  - d. Request a partial or full distribution in cash. The distribution is taxable in the year that it is paid with a 20% mandatory federal tax withholding. The distribution is not subject to FICA taxes. The Unit I member is liable to remit the state taxes on the distribution.
  - e. Request a loan against the qualified retirement plan account. The loan is not currently taxable and up to fifty percent of the account balance is available for up to 5 years. Monthly repayments of the loan are required. Your account will be charged a \$100 fee for the loan.

If a Unit I member resigns with a vested retirement of fifteen (15) or more years of creditable service with AACPS they may request a counseling session with one of the retirement coordinators in the Office of Compensation. The above options will be described in more detail during retirement counseling sessions.

**H. 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

**I. 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 overage 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 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 Superintendent 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 insure that the member will return to employment with the AACPS, the member shall sign a promissory note, which shall also be co-signed by a parent, spouse or a person selected by the member for the amount of compensation to be received from the Board during the leave. The note, which shall be payable three months after the conclusion of the leave, shall be voided at that time and returned to the member if the member has accepted reassignment in accordance with the leave policies of the Board. At the end of the leave, the member will be reassigned to a position within the member's field of certification.

**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 equal 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**

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 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 teachers will end as soon as the teacher's responsibilities for student supervision are completed.

Teachers 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:

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 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. The provisions of this paragraph may be subject to change in the 2008-2009 school year in accordance with the above described reopener.

**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.

For elementary 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 delivery of instruction. 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 time within the 210 minutes 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. Department chairpersons 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) working 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.
2. 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.
3. 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.
4. 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.

Central Office-based pupil personnel workers and professional school psychologists will work a 12-month schedule. All others who begin employment on or after July 1, 2011, will work a 210-day schedule. Personnel workers and professional school psychologists 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 210-day schedule at their current position. Those preferring a 210-day schedule in their current position must give notice by May 1 of each year.

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.

Guidance department chairpersons 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.

5. All weekdays when the central office is open shall be duty days for 12-month Unit I members except for annual leave.
6. 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 2014**

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 2013-14 school year.

**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 October 14 shall be filled with a new hire. Vacancies that occur October 15 and up until 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 October 15 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. Verification of Eligibility  
When a candidate for transfer is selected by the principal for the position, the principal must immediately notify the Division of Human Resources to verify the candidate's certification/eligibility for the position.
7. Notification of Selection  
Upon receipt of verification from the Division of Human Resources that the candidate is eligible for the position, the principal must, within three (3) working days, notify the candidate of selection.
8. Acceptance of Transfer  
The candidate must accept or reject an offered position within three (3) working days of being notified of selection.
9. 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.
10. 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.
11. 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.
12. 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.
13. Non-Tenured Teachers  
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.

**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. 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:

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 that 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.

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.

**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.

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

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.
- This program will be reviewed in the summer of 2014 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 I 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.

**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 U.S. Government rate (IRS) in effect as of July 1 of each year.

**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 students 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 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 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 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 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.

## **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 to distribute its materials and those of MSTA and NEA as described in Item F above, as long as such distribution does not interfere with the distribution of the materials of the school system. However, TAAAC agrees to distribute by other means materials of the following nature:

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.

**W. Membership Dues from Other Units**

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

The Board shall transmit all such dues to TAAAC.

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.*

**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 not 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

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**Anne Arundel County Public Schools  
Unit I Salary Scales  
July 1, 2013 to June 30, 2014**

<b>Unit 1 - 191 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	44,991	47,725	47,725	48,672	50,626	52,659	53,706	41,588	45,884
4	46,794	49,639	49,639	50,626	52,659	54,773	55,862	43,255	47,725
5	48,672	51,633	51,633	52,659	54,773	56,973	58,107		
6	50,626	53,706	53,706	54,773	56,973	59,262	60,440		
7	52,659	55,862	55,862	56,973	59,262	61,643	62,868		
8	54,773	58,107	58,107	59,262	61,643	64,121	65,397		
9	56,973	60,440	60,440	61,643	64,121	66,698	68,026		
10	59,262	62,868	62,868	64,121	66,698	69,379	70,761		
11	61,643	65,397	65,397	66,698	69,379	72,169	73,607		
12		68,026	68,026	69,379	72,169	75,073	76,568		
14		71,411	71,411	72,833	75,762	78,810	80,381		
17		74,797	74,797	76,286	79,356	82,549	84,193		
20		78,183	78,183	79,739	82,948	86,287	88,006		
22		81,567	81,567	83,193	86,541	90,024	91,818		
25		83,261	83,261	84,920	88,337	91,893	93,725		

<b>Unit 1 - 193 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	45,462	48,225	48,225	49,181	51,156	53,210	54,268	42,023	46,364
4	47,284	50,159	50,159	51,156	53,210	55,347	56,447	43,708	48,225
5	49,181	52,173	52,173	53,210	55,347	57,570	58,715		
6	51,156	54,268	54,268	55,347	57,570	59,883	61,073		
7	53,210	56,447	56,447	57,570	59,883	62,289	63,527		
8	55,347	58,715	58,715	59,883	62,289	64,792	66,082		
9	57,570	61,073	61,073	62,289	64,792	67,396	68,738		
10	59,883	63,527	63,527	64,792	67,396	70,106	71,502		
11	62,289	66,082	66,082	67,396	70,106	72,925	74,378		
12		68,738	68,738	70,106	72,925	75,859	77,370		
14		72,159	72,159	73,595	76,555	79,635	81,222		
17		75,580	75,580	77,085	80,187	83,413	85,075		
20		79,002	79,002	80,574	83,817	87,190	88,927		
22		82,421	82,421	84,064	87,447	90,966	92,780		
25		84,133	84,133	85,809	89,262	92,855	94,706		

**Anne Arundel County Public Schools  
Unit I Salary Scales  
July 1, 2013 to June 30, 2014**

<b>Unit 1 - 195 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	45,933	48,724	48,724	49,692	51,686	53,762	54,831	42,459	46,844
4	47,775	50,679	50,679	51,686	53,762	55,920	57,032	44,160	48,724
5	49,692	52,714	52,714	53,762	55,920	58,167	59,324		
6	51,686	54,831	54,831	55,920	58,167	60,504	61,706		
7	53,762	57,032	57,032	58,167	60,504	62,934	64,185		
8	55,920	59,324	59,324	60,504	62,934	65,463	66,766		
9	58,167	61,706	61,706	62,934	65,463	68,095	69,450		
10	60,504	64,185	64,185	65,463	68,095	70,833	72,243		
11	62,934	66,766	66,766	68,095	70,833	73,682	75,148		
12		69,450	69,450	70,833	73,682	76,645	78,171		
14		72,907	72,907	74,358	77,349	80,461	82,064		
17		76,363	76,363	77,884	81,017	84,277	85,956		
20		79,820	79,820	81,409	84,685	88,094	89,849		
22		83,276	83,276	84,936	88,353	91,910	93,741		
25		85,004	85,004	86,699	90,187	93,818	95,688		

<b>Unit 1 - 200 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	47,473	50,360	50,360	51,360	52,381	54,484	55,568	43,547	48,046
4	49,379	52,381	52,381	53,422	54,484	56,673	57,800	45,293	49,974
5	51,360	54,484	54,484	55,568	56,673	58,950	60,122		
6	53,422	56,673	56,673	57,800	58,950	61,318	62,539		
7	55,568	58,950	58,950	60,122	61,318	63,782	65,051		
8	57,800	61,318	61,318	62,539	63,782	66,347	67,668		
9	60,122	63,782	63,782	65,051	66,347	69,014	70,388		
10	62,539	66,347	66,347	67,668	69,014	71,789	73,219		
11	65,051	69,014	69,014	70,388	71,789	74,677	76,164		
12		71,789	71,789	73,219	74,677	77,681	79,229		
14		75,364	75,364	76,864	78,394	81,550	83,174		
17		78,937	78,937	80,509	82,113	85,417	87,120		
20		82,511	82,511	84,155	85,830	89,286	91,064		
22		86,084	86,084	87,799	89,550	93,154	95,010		
25		87,871	87,871	89,622	91,408	95,088	96,984		



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<b>Unit 1 - 210 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	49,847	52,878	52,878	53,928	55,001	57,208	58,347	45,725	50,448
4	51,848	55,001	55,001	56,093	57,208	59,507	60,691	47,558	52,472
5	53,928	57,208	57,208	58,347	59,507	61,897	63,129		
6	56,093	59,507	59,507	60,691	61,897	64,384	65,666		
7	58,347	61,897	61,897	63,129	64,384	66,972	68,304		
8	60,691	64,384	64,384	65,666	66,972	69,665	71,051		
9	63,129	66,972	66,972	68,304	69,665	72,465	73,908		
10	65,666	69,665	69,665	71,051	72,465	75,379	76,880		
11	68,304	72,465	72,465	73,908	75,379	78,411	79,972		
12		75,379	75,379	76,880	78,411	81,565	83,191		
14		79,132	79,132	80,707	82,314	85,627	87,333		
17		82,884	82,884	84,534	86,219	89,688	91,476		
20		86,637	86,637	88,363	90,122	93,750	95,617		
22		90,389	90,389	92,189	94,027	97,812	99,760		
25		92,264	92,264	94,103	95,978	99,843	101,833		

<b>Unit 1 - 12 Month</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	53,422	55,568	55,568	56,673	60,122	62,539	63,782	48,926	53,982
4	55,568	57,800	57,800	58,949	62,539	65,051	66,348	50,888	56,147
5	57,800	60,122	60,122	61,319	65,051	67,668	69,014		
6	60,122	62,539	62,539	63,782	67,668	70,388	71,789		
7	62,539	65,051	65,051	66,348	70,388	73,218	74,677		
8	65,051	67,668	67,668	69,014	73,218	76,164	77,682		
9	67,668	70,388	70,388	71,789	76,164	79,229	80,807		
10	70,388	73,218	73,218	74,677	79,229	82,417	84,059		
11	73,218	76,164	76,164	77,682	82,417	85,733	87,441		
12		79,229	79,229	80,807	85,733	89,185	90,962		
14		83,174	83,174	84,831	90,004	93,627	95,493		
17		87,120	87,120	88,855	94,275	98,071	100,026		
20		91,065	91,065	92,880	98,546	102,514	104,558		
22		95,010	95,010	96,905	102,816	106,959	109,090		
25		96,984	96,984	98,917	104,951	109,180	111,357		

Anne Arundel County Public Schools  
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Pupil Personnel Worker / School Psychologist - 12 Month													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	
67,668	70,388	73,219	76,164	79,229	82,417	85,734	89,184	92,775	97,398	102,020	106,643	111,265	113,578

Pupil Personnel Worker / School Psychologist - 210 Day													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	
64,301	66,887	69,575	72,373	75,286	78,316	81,466	84,745	88,157	92,552	96,943	101,335	105,728	107,926

Psychology Specialist - 12 Month													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	
61,318	63,782	66,347	69,014	71,789	74,677	77,681	80,807	84,059	88,245	92,433	96,620	100,806	102,900

Speech Pathologist / Occupational Therapist / Physical Therapist - 191 Day													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	
54,773	56,973	59,262	61,643	64,121	66,698	69,379	72,169	75,073	78,810	82,549	86,287	90,024	91,893

Speech Pathologist / Occupational Therapist / Physical Therapist - 195 Day													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	
55,920	58,166	60,504	62,934	65,463	68,095	70,832	73,681	76,645	80,460	84,278	88,094	91,909	93,817

Speech Pathologist / Occupational Therapist / Physical Therapist - 12 Month													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	
64,439	67,027	69,720	72,521	75,436	78,468	81,623	84,904	88,321	92,717	97,117	101,513	105,911	108,109

Social Worker - 200 Day														
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 14	Step 17	Step 20	Step 25	
52,382	54,484	56,673	58,950	61,319	63,782	66,348	69,014	71,789	74,677	78,395	82,114	85,830	89,549	91,408

Social Worker - 12 Month														
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 14	Step 17	Step 20	Step 25	
60,122	62,539	65,051	67,668	70,388	73,218	76,164	79,229	82,417	85,733	90,004	94,275	98,546	102,816	104,951

NOTE: Unit 1 employees on the single column scales for School Psychologists, Pupil Personnel Workers, Psychology Specialists, Speech Pathologists, Occupational Therapists, Physical Therapists, and Social Workers will be paid a salary increased by \$1,000 for holding a doctorate degree.

**Anne Arundel County Public Schools**  
**Unit I Salary Scales**  
**January 22, 2014 to June 30, 2014**

<b>Unit 1 - 191 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	44,991	47,725	47,725	48,672	50,626	52,659	53,706	41,588	45,884
4	46,794	49,639	49,639	50,626	52,659	54,773	55,862	43,255	47,725
5	48,672	51,633	51,633	52,659	54,773	56,973	58,107		
6	50,626	53,706	53,706	54,773	56,973	59,262	60,440		
7	52,659	55,862	55,862	56,973	59,262	61,643	62,868		
8	54,773	58,107	58,107	59,262	61,643	64,121	65,397		
9	56,973	60,440	60,440	61,643	64,121	66,698	68,026		
10	59,262	62,868	62,868	64,121	66,698	69,379	70,761		
11	61,643	65,397	65,397	66,698	69,379	72,169	73,607		
12		68,026	68,026	69,379	72,169	75,073	76,568		
14		71,411	71,411	72,833	75,762	78,810	80,381		
17		74,797	74,797	76,286	79,356	82,549	84,193		
20		78,183	78,183	79,739	82,948	86,287	88,006		
22		81,567	81,567	83,193	86,541	90,024	91,818		
25		83,261	83,261	84,920	88,337	91,893	93,725		
26		84,926	84,926	86,618	90,103	93,730	95,599		

<b>Unit 1 - 193 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	45,462	48,225	48,225	49,181	51,156	53,210	54,268	42,023	46,364
4	47,284	50,159	50,159	51,156	53,210	55,347	56,447	43,708	48,225
5	49,181	52,173	52,173	53,210	55,347	57,570	58,715		
6	51,156	54,268	54,268	55,347	57,570	59,883	61,073		
7	53,210	56,447	56,447	57,570	59,883	62,289	63,527		
8	55,347	58,715	58,715	59,883	62,289	64,792	66,082		
9	57,570	61,073	61,073	62,289	64,792	67,396	68,738		
10	59,883	63,527	63,527	64,792	67,396	70,106	71,502		
11	62,289	66,082	66,082	67,396	70,106	72,925	74,378		
12		68,738	68,738	70,106	72,925	75,859	77,370		
14		72,159	72,159	73,595	76,555	79,635	81,222		
17		75,580	75,580	77,085	80,187	83,413	85,075		
20		79,002	79,002	80,574	83,817	87,190	88,927		
22		82,421	82,421	84,064	87,447	90,966	92,780		
25		84,133	84,133	85,809	89,262	92,855	94,706		
26		85,816	85,816	87,525	91,047	94,712	96,600		

**Anne Arundel County Public Schools  
Unit 1 Salary Scales  
January 22, 2014 to June 30, 2014**

<b>Unit 1 - 195 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	45,933	48,724	48,724	49,692	51,686	53,762	54,831	42,459	46,844
4	47,775	50,679	50,679	51,686	53,762	55,920	57,032	44,160	48,724
5	49,692	52,714	52,714	53,762	55,920	58,167	59,324		
6	51,686	54,831	54,831	55,920	58,167	60,504	61,706		
7	53,762	57,032	57,032	58,167	60,504	62,934	64,185		
8	55,920	59,324	59,324	60,504	62,934	65,463	66,766		
9	58,167	61,706	61,706	62,934	65,463	68,095	69,450		
10	60,504	64,185	64,185	65,463	68,095	70,833	72,243		
11	62,934	66,766	66,766	68,095	70,833	73,682	75,148		
12		69,450	69,450	70,833	73,682	76,645	78,171		
14		72,907	72,907	74,358	77,349	80,461	82,064		
17		76,363	76,363	77,884	81,017	84,277	85,956		
20		79,820	79,820	81,409	84,685	88,094	89,849		
22		83,276	83,276	84,936	88,353	91,910	93,741		
25		85,004	85,004	86,699	90,187	93,818	95,688		
26		86,704	86,704	88,433	91,991	95,694	97,602		

<b>Unit 1 - 200 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	47,473	50,360	50,360	51,360	52,381	54,484	55,568	43,547	48,046
4	49,379	52,381	52,381	53,422	54,484	56,673	57,800	45,293	49,974
5	51,360	54,484	54,484	55,568	56,673	58,950	60,122		
6	53,422	56,673	56,673	57,800	58,950	61,318	62,539		
7	55,568	58,950	58,950	60,122	61,318	63,782	65,051		
8	57,800	61,318	61,318	62,539	63,782	66,347	67,668		
9	60,122	63,782	63,782	65,051	66,347	69,014	70,388		
10	62,539	66,347	66,347	67,668	69,014	71,789	73,219		
11	65,051	69,014	69,014	70,388	71,789	74,677	76,164		
12		71,789	71,789	73,219	74,677	77,681	79,229		
14		75,364	75,364	76,864	78,394	81,550	83,174		
17		78,937	78,937	80,509	82,113	85,417	87,120		
20		82,511	82,511	84,155	85,830	89,286	91,064		
22		86,084	86,084	87,799	89,550	93,154	95,010		
25		87,871	87,871	89,622	91,408	95,088	96,984		
26		89,629	89,629	91,414	93,236	96,990	98,924		

**Anne Arundel County Public Schools  
Unit I Salary Scales  
January 22, 2014 to June 30, 2014**

<b>Unit 1 - 210 Day</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	49,847	52,878	52,878	53,928	55,001	57,208	58,347	45,725	50,448
4	51,848	55,001	55,001	56,093	57,208	59,507	60,691	47,558	52,472
5	53,928	57,208	57,208	58,347	59,507	61,897	63,129		
6	56,093	59,507	59,507	60,691	61,897	64,384	65,666		
7	58,347	61,897	61,897	63,129	64,384	66,972	68,304		
8	60,691	64,384	64,384	65,666	66,972	69,665	71,051		
9	63,129	66,972	66,972	68,304	69,665	72,465	73,908		
10	65,666	69,665	69,665	71,051	72,465	75,379	76,880		
11	68,304	72,465	72,465	73,908	75,379	78,411	79,972		
12		75,379	75,379	76,880	78,411	81,565	83,191		
14		79,132	79,132	80,707	82,314	85,627	87,333		
17		82,884	82,884	84,534	86,219	89,688	91,476		
20		86,637	86,637	88,363	90,122	93,750	95,617		
22		90,389	90,389	92,189	94,027	97,812	99,760		
25		92,264	92,264	94,103	95,978	99,843	101,833		
26		94,110	94,110	95,985	97,898	101,840	103,870		

<b>Unit 1 - 12 Month</b>									
<b>Step</b>	<b>Bachelor's SPC</b>	<b>Master's Equivalent APC</b>	<b>Master's Degree SPC</b>	<b>Master's Degree APC</b>	<b>Master's + 30 SPC or APC</b>	<b>Master's + 60 SPC or APC</b>	<b>Doctorate</b>	<b>Provisional Bachelor's</b>	<b>Provisional Master's</b>
3	53,422	55,568	55,568	56,673	60,122	62,539	63,782	48,926	53,982
4	55,568	57,800	57,800	58,949	62,539	65,051	66,348	50,888	56,147
5	57,800	60,122	60,122	61,319	65,051	67,668	69,014		
6	60,122	62,539	62,539	63,782	67,668	70,388	71,789		
7	62,539	65,051	65,051	66,348	70,388	73,218	74,677		
8	65,051	67,668	67,668	69,014	73,218	76,164	77,682		
9	67,668	70,388	70,388	71,789	76,164	79,229	80,807		
10	70,388	73,218	73,218	74,677	79,229	82,417	84,059		
11	73,218	76,164	76,164	77,682	82,417	85,733	87,441		
12		79,229	79,229	80,807	85,733	89,185	90,962		
14		83,174	83,174	84,831	90,004	93,627	95,493		
17		87,120	87,120	88,855	94,275	98,071	100,026		
20		91,065	91,065	92,880	98,546	102,514	104,558		
22		95,010	95,010	96,905	102,816	106,959	109,090		
25		96,984	96,984	98,917	104,951	109,180	111,357		
26		98,924	98,924	100,895	107,050	111,364	113,584		

Anne Arundel County Public Schools  
 Unit I Salary Scales  
 January 22, 2014 to June 30, 2014

Pupil Personnel Worker / School Psychologist - 12 Month													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	Step 26
67,668	70,388	73,219	76,164	79,229	82,417	85,734	89,184	92,775	97,398	102,020	106,643	111,265	115,849

Pupil Personnel Worker / School Psychologist - 210 Day													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	Step 26
64,301	66,887	69,575	72,373	75,286	78,316	81,466	84,745	88,157	92,552	96,943	101,335	105,728	110,084

Psychology Specialist - 12 Month													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	Step 26
61,318	63,782	66,347	69,014	71,789	74,677	77,681	80,807	84,059	88,245	92,433	96,620	100,806	104,958

Speech Pathologist / Occupational Therapist / Physical Therapist - 191 Day													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	Step 26
54,773	56,973	59,262	61,643	64,121	66,698	69,379	72,169	75,073	78,810	82,549	86,287	90,024	93,730

Speech Pathologist / Occupational Therapist / Physical Therapist - 195 Day													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	Step 26
55,920	58,166	60,504	62,934	65,463	68,095	70,832	73,681	76,645	80,460	84,278	88,094	91,909	95,693

Speech Pathologist / Occupational Therapist / Physical Therapist - 12 Month													
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 14	Step 17	Step 20	Step 25	Step 26
64,439	67,027	69,720	72,521	75,436	78,468	81,623	84,904	88,321	92,717	97,117	101,513	105,911	110,271

Social Worker - 200 Day														
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 14	Step 17	Step 20	Step 25	Step 26
52,382	54,484	56,673	58,950	61,319	63,782	66,348	69,014	71,789	74,677	78,395	82,114	85,830	89,549	93,236

Social Worker - 12 Month														
Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 14	Step 17	Step 20	Step 25	Step 26
60,122	62,539	65,051	67,668	70,388	73,218	76,164	79,229	82,417	85,733	90,004	94,275	98,546	102,816	107,050

NOTE: Unit 1 employees on the single column scales for School Psychologists, Pupil Personnel Workers, Psychology Specialists, Speech Pathologists, Occupational Therapists, Physical Therapists, and Social Workers will be paid a salary increased by \$1,000 for holding a doctorate degree.

## Unit I Extra -Curricular Class Scale

Class	Title
Class I	Senior High Head Football Coach
	Senior High Head Basketball Coach
	Senior High Head Marching Band Director
	Senior High Advisors
Class II	Senior High Baseball Coach
	Senior High Field Hockey Coach
	Senior High Gymnastic Coach
	Senior High Lacrosse Coach
	Senior High Soccer Coach
	Senior High Softball Coach
	Senior High Track & Field Coach
	Senior High Volleyball Coach
	Senior High Wrestling Coach
	Senior High Concert Band Director
	Senior High Chorus Director
	Senior High Orchestra Director
	Senior High Dramatics Director
	Senior High Stage Band Director
	Junior/Middle Concert Band Director
	Junior/Middle Orchestra Band Director
	Junior/Middle Stage Band Director
Junior/Middle Chorus Director	
Dance Company Advisor	
Class III	Senior High Head Cross County Coach
	Senior High Head Golf Coach
	Senior High Head Tennis Coach
	Senior High Yearbook Advisor
	Senior High Cheerleader Coach
Winter Senior High Cheerleader Coach	
Class IV	Intramural Director
	Junior/Middle Yearbook Advisor
	Musical Production Director
	Senior Class Advisor
	Special Olympics Coaches
	Student Government Advisor (all secondary level)
	Senior High Band Front Advisor

Class V            Senior High Literary Magazine Advisor  
Senior High Pom Pom Advisor  
Newspaper Advisor (all secondary levels)  
Senior High State Crew Director (full year)  
Junior Class Advsiior  
Special Olympic Area Director  
Spring Senior High Cheerelader Coach

Class VI            Freshman Class Advisor  
Sophomore Class Advisor Clubs  
Elementary School Band, Orchestra, Chorus & Dance Diretors  
Elementary Yearbook/Flexible Contract  
Senior High Stage Crew Director (full year)

Assistant Interscholastic Sports Coaches shall be paid 70% of the amount scheduled above for the head coaching position without regard to longevity.

\*One Cheerleader Coach may contract to coach for one, two, or three seasons.



**Teachers Association of Anne Arundel County  
Sick Leave Bank Rules and Procedures**

**RULES****1. Confidentiality of Actions**

All records, proceedings and actions of the SLBAC shall be held in strictest confidence by members of the SLBAC, TAAAC staff, legal counsel and TAAAC Board of Directors.

**2. Definition - Sick Leave**

For the purposes of administration of the Sick Leave Bank, the definition of sick leave shall be:

Sick Leave is a designated amount of compensated leave that is to be granted to a SLB member who through qualifying personal illness or injury, as certified by a legally qualified physician, or quarantine, as certified by the proper health agency, is disabled and therefore unable to perform the duties of his/her position. Sick leave from the SLB may not be granted for the period of disability when monies are paid to the contributor under the special paid leave sections of the current Negotiated Agreement.

**3. Personal Use Only**

The SLB may be used only by the individual contributor for his or her personal illness, not for illnesses of members of the contributor's family. For the purpose of administering grants for absences relating to caesarean sections the first six weeks following the procedure (caesarean section) will not be considered a qualifying illness or injury. The additional time, usually up to two additional weeks, will be considered a qualifying illness as long as the caesarean section was not elective and that this was the only medically appropriate alternative available to that individual.

**4. Contribution**

Only personal sick leave may be contributed to the SLB. Annual and personal business leave may not be contributed. The rate of contribution for the subsequent school year shall be established by the TAAAC Board upon the recommendation of the SLBAC and announced to the membership no later than June 30.

**5. Pre-Existing Condition**

Anyone who joins the SLB with a pre-existing diagnosed condition or illness for which they have received treatment within the last ninety (90) days, will not be allowed to utilize the SLB for illness resulting from or related to that specific condition until the member has remained ninety (90) days treatment-free or one full year (365 days) in the SLB. For the purposes of this section, "treatment" shall mean any period of hospitalization, doctor's treatment, clinic treatment, surgery, diagnosed procedure or prescription.

**6. Workers' Compensation**

In cases where a member requesting leave from the Sick Leave Bank may be eligible for Workers' Compensation benefits, the member requesting the sick leave shall initiate timely

action through the Workers' Compensation Commission or lose all rights to Sick Leave Bank coverage for absence related to that illness or injury.

In cases where a member applies for and is eligible for Workers' Compensation benefits, leave from the Sick Leave Bank will be adjusted so that when combined with the Workers' Compensation benefits it equals but does not exceed, the member's regular net salary.

**7. Psychological**

Sick leave for psychological disability may be granted when: A) the qualifying injury, illness or quarantine is certified by a licensed psychiatrist; and B) an applicant is enrolled in a rehabilitative program accepted by the Sick Leave Bank Approval Committee.

**8. Second Opinion**

The Sick Leave Bank Approval Committee may require an applicant to obtain a second opinion at any time at the applicant's expense. The second opinion must be provided by a physician independent from the initial certifying provider or his/her practice. Once a second opinion is requested by the SLBAC, no further grant extensions will be made until the applicant presents evidence that an appropriate appointment was made and kept. The Physician's Statement shall be sent directly to the SLBAC before the committee can act upon his/her application for an extension of coverage of the SLB. Such medical review requirement may be waived by the committee. In addition, the committee shall consider any medical information provided by employer.

**9. Loss of Right to Use SLB**

A member will lose the right to utilize the benefits of the SLB for the following reasons:

- A. Termination of employment in the Anne Arundel County Public Schools.
- B. Cancellation of Sick Leave Bank participation by the member on the proper forms, at any time.
- C. While on approved leave of absence for other than personal illness/injury.
- D. Failure to apply for disability retirement in accordance with Rule 13, hereinafter set forth.
- E. Failure to report immediately any job held which must be reported in compliance with Rule 14, hereinafter set forth.
- F. Any abuse or misuse of the Rules and Procedures established by the SLBAC.
- G. Failure to apply for Workers' Compensation for any occupational condition, ailment or injury arising out of and in the course of employment.

**10. Application for Use**

Applications for use of the SLB shall be made on the original approved forms and submitted to the SLBAC at the TAAAC office within the time period prescribed by Procedure 10. Photocopies or facsimiles will not be accepted.

**11. 10-day Eligibility Period**

A member having a qualifying personal illness must be absent ten (10) consecutive work (duty) days per illness before being eligible for a grant from the SLB in any school year. Those ten (10) days may be covered by the member's accumulated sick leave, annual leave, available personal leave or leave without pay.

Any subsequent grants for the same illness, in that school year, may be covered from the first day of disability.

**12. Maximum Use/Limitations**

The maximum number of days granted to any member of the SLB will be one-hundred (100) days per illness in any one school year.

**13. Disability Benefit Applications**

When the SLBAC may reasonably presume that an applicant for a grant or an extension of a grant may be eligible for disability retirement benefits, if available, from the Maryland State Retirement System, and/or Social Security, the SLBAC shall request that the grant applicant apply for such disability benefits. SLB grants for the same diagnosed condition, over multiple years, may require the employee to seek disability retirement. A copy of the disability retirement application must be submitted to the State Retirement system and a copy to TAAAC before any future grants will be approved. Failure to apply when advised shall disqualify the applicant for SLB grants.

If a member is approved for any disability retirement, the SLBAC will cease coverage from the date of said approval. The member must notify the SLBAC of such approval.

**14. Additional Employment**

Any SLB member who requests a grant of days and who is employed in any position for which he/she receives remuneration during the period he/she is on leave days granted from the SLB, must immediately report this fact and the amount of earnings to be received to the SLBAC. If said employment was applied for and/or begun on or after the date of the accident or onset of illness which led to the use of the SLB (as determined by pay stubs, employment contract, or other documentation), the amount of the earnings of the employee for the days the member was on leave days granted by the SLBAC will be deducted from the member's check from the Anne Arundel County Public Schools for the grant days. The SLB will then be credited by the school system with the portion of days not paid for in accordance with the terms of this provision.

**15. Guarantees**

The existence of the SLB and participation by a Unit I Employee in the bank does not negate or eliminate any other sick leave policies of the Anne Arundel County Public Schools nor does it in any way negate rights of individual members who participate in the bank to other sick leave benefits.

**16. Use over 500 days**

Additional information and medical documentation may be required for an employee who uses over 500 days of SLB.

**17. Treatment**

An employee who repeatedly receives SLB grants must have a physician attest that the employee is actively seeking and receiving treatment from a medical provider for the condition.

## PROCEDURES

NOTE: These procedures are the ones followed by the SLBAC in their administration of the SLB. They are provided for consistency of operation.

### GENERAL PROCEDURES

1. **Availability of SLB Forms**  
Unit I Employees shall request the approved application forms from the TAAAC office by telephone, in person or by mail.
2. **Annual Rule Review**  
These rules and procedures are to be reviewed annually by the Sick Leave Bank Advisory Committee of the Teachers Association of Anne Arundel County.
3. **Maximum Requests**  
Grant requests shall be made in units of no more than twenty (20) consecutive duty days for each initial or subsequent application.
4. **Denial and Appeal**  
In cases where the SLBAC recommends denial of an application for use of the SLB or an extension of such use, the applicant may appeal the denial in writing to the TAAAC Board of Directors within twenty (20) calendar days of the date of SLB action, as determined by the date by the signatures at the bottom of the SLB forms or the date of the postmark on the envelope, whichever is later.
5. **Return of Unused Grant Days**  
If a member of the SLB does not use all of the days granted, any unused days must be returned to the SLB within thirty (30) calendar days.
6. **End of Fiscal Year**  
SLB grants shall not be carried over from one fiscal year to the next. All bank grants shall end as of June 30. Contributors may reapply for coverage with the next fiscal year, upon meeting the 10 day eligibility period and all other rules and procedures of the SLB.
7. **Cancellation of Membership**  
Membership in the TAAAC SLB shall continue from year to year until cancelled by the SLB member on the approved form. Such cancellation shall be effective immediately. (Days contributed will not be returned in accordance with Article 5,B,2 of the Negotiated Master Agreement - see page 1 of this document.)
8. **Availability of SLB Files**  
The SLB files shall be maintained confidentially. Only the SLBAC members, the SLB member and TAAAC staff and legal counsel working with the SLB shall have access to the files. The TAAAC Board of Directors shall have access to necessary files in considering SLB appeals.

Should a member desire to review his/her SLB file, an appointment shall be made. The materials will be reviewed in a confidential setting with the assistance of the appropriate TAAAC staff.

Information necessary and appropriate pursuant to an internal audit conducted by the Board of Education of Anne Arundel County will be provided upon written request.

## **APPLICANT PROCEDURES**

9. **Current Membership**  
Any member submitting a request to draw from the SLB must have made his/her contribution for the fiscal year in which the request is made.
10. **30-Day Application Limitation**  
All requests to draw from the SLB must be made on the approved forms; which must be received by the SLBAC within thirty (30) calendar days of the first date SLB usage is requested for each request. Exceptions may be considered by the SLBAC.
11. **Forms**  
Each request for SLB action shall be made on the approved forms: (1) Request Form and (2) Physician's Statement. The Request Form must contain all necessary information, dates and signatures. The Physician's Statement must be completed in lay language and must be signed by the physician.
12. **Application Completed by Others**  
In case a SLB member is unable to complete the necessary forms due to the nature of his/her illness, his/her application may be completed and submitted to the SLBAC by an agent, the building principal or a member of the family on his/her behalf.
13. **Grant Extensions**  
Applicants may submit requests for SLB grant extensions no earlier than 5 workdays before the end of the previous grant, but no later than 30 calendar days after the first date Sick Leave Bank usage extension is being requested. These applications shall be made on the approved form and shall indicate the continuity of the dates requested. Each subsequent request must be accompanied by a new signed Physician's Statement covering that period.

## **SLBAC PROCEDURES**

14. **15-Day SLBAC Action Deadline**  
The SLBAC shall review and recommend approval of requests to the Director of Human Resources to draw upon the SLB within fifteen (15) days after such request is received in the TAAAC office.

**15. Signing of Requests**

Any recommendation for approval to draw upon the SLB must bear the signature/initial of at least two (2) members of the SLBAC.

**16. Written Notice of Action**

Unit members will be notified in writing of action taken by the SLBAC on their request.

Denial due to "insufficient information" shall be specific as to the information needed by the SLBAC in order to make their decision.

**17. SLB Records**

The SLBAC shall maintain the records of all applications, records of all unit member contributions, withdrawals, and the status of the SLB for no less than five years.

The Anne Arundel County Public Schools shall provide the SLB, upon its request, any data it has maintained in its files with regard to SLB members' use of personal sick leave and use of or contribution to the SLB.

**18. SLB Reporting**

The SLBAC shall be responsible to the Board of Directors of TAAAC for the proper administration of the SLB. It shall submit to the TAAAC Board of Directors an annual report on the status of the SLB, with a copy to Director of Employee Relations.