

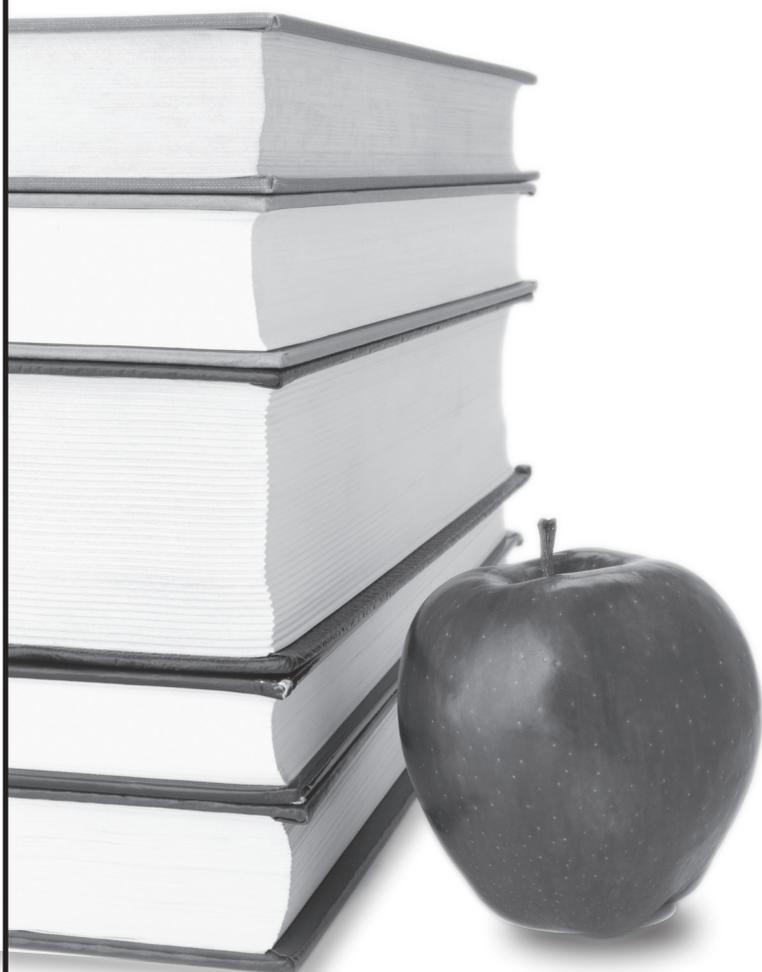
# **Negotiated Agreement**

between the

**Teachers Association of  
Anne Arundel County**

and the

**Board of Education of  
Anne Arundel County**



**TAAAC**

July 1, 2015 – June 30, 2016

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

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

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

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

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

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

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

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

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

**C. Definition of "Items"**

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

**D. Authority of the Board**

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

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

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

**E. Recognition of TAAAC**

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

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

**F. Non-Discrimination by TAAAC**

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

**G. Non-Discrimination by Board**

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

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

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

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

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

**J. Renegotiations**

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

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

**K. Severability**

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

**L. Reopening Negotiations by Mutual Consent**

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

**M. Printing and Distributing Agreement**

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

**N. Superintendent-TAAAC Discussion**

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

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

**A. Individual Rights**

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

**B. Availability of Policies and Bylaws**

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

**C. Notification of Legal Rights**

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

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

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

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

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

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

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

**F. Personnel Files**

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

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

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

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

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

**G. Employee Rights**

The following rights shall be guaranteed each Unit I member.

1. Political Rights

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

2. Prohibited Political Activities

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

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

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

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

3. Protection Against Jeopardy of Position

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

4. Political Leave

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

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

5. Use of School Facilities Denied

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

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

6. Privileges Not Denied

Nothing in this Agreement shall prevent:

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

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

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

**I. Leaving School During Lunch Period**

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

**J. Retirement Information**

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

**K. Access to Telephone**

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

**L. TAAAC Membership**

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

**M. Academic Freedom**

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

**N. Responsibility for Total Program**

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

**O. Participation in Curriculum Development**

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

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

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

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

**Q. Availability for Parent Conferences**

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

**R. Outside Tutoring for Pay**

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

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

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

**S. High School Graduation**

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

**T. Right to Confidentiality**

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

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

**A. Teacher Scale**

The salary scales for July 1, 2015, through June 30, 2016 shall reflect the same salary rates as those of 2014-2015 increased by two percent (2%) across the board.

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

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

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

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

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

**Master's Plus 60 Hours**

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

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

**C. Doctorate Degree**

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

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

**D. Exception for Conditional Certificate**

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

**E. Penalty Lapsed Certificate**

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

**F. Experience Credit**

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

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

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

AACPS shall be limited to the above experience credit for subsequent teaching experience outside the system if rehired by AACPS.

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

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

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

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

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

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

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

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

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

**H. Athletic Directors' Salary Scale**

**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.

**I. Extra-Curricular Pay Scale**

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

1. Conditions Applicable

a. Assignment by Principal

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

b. Period of Assignment

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

c. Advice of Faculty Advisory Council

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

d. Factors Considered in Assignment

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

e. Shared Assignment

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

f. Limitation of Assignment

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

g. Contracts for Assistant Coaching

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

h. Yearbook/Flexible Contract

One flexible Class VI extra-curricular contract shall be available at each elementary school and developmental center. In schools where responsibility for the yearbook is assumed by other than a

Unit I Member, the contract shall be provided in accordance with the conditions outlined above in Article 3(n) 1(a)-(1 ).

2. Longevity Scale

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

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

	EXTRA CURRICULAR SCALES School Year 2013-2014				
	1-3	4-6	7-9	10-12	13+
Class I	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

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

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

5. Athletic Directors

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

**J. Extra-Instructional Programs**

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

**K. Compensation for Team Leaders**

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

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

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

**L. Compensation for Cooperating Teachers**

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

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

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

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

**N. Payroll Deduction — Credit Union**

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

**O. Payroll Deduction — Savings Bonds**

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

**P. Flexible Spending Accounts**

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

**Q. Salary Payment Plan**

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

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

The lead bank will deposit or transfer the Unit I member's pay as directed by that individual. The lead bank may deposit the member's pay in a charge-free checking account at the lead bank, forward the pay to savings or investment accounts in the lead bank as directed, or transfer the pay to a selected home bank. The member may

stipulate the placement or transfer of funds by written direction. Exceptions to the payment plan will be as follows:

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

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

**R. Employee Notification of Salary**

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

**S. Account Adjustment Protection**

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

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

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

**U. Professional Development Summer Pay**

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

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

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

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

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

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

**X. Reimbursement of ASHA Dues**

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

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

**A. Healthcare**

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

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

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

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

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

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

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

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

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

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

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

**B. Indemnification of Employees**

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

**C. Section 125 Plan**

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

**D. Term Life Insurance**

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

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

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

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

**F. Information to Unit I Members**

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

**G. Separation Pay**

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

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

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

**H. Separation Pay Distribution Option**

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

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

**I. Insurance Coverage for Authorized Travel**

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

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

**J. Premium Holiday**

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

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

**A. Rate of Earning**

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

Sick leave shall be accounted for in hours with the minimum increment for usage being one-half day. Anomalies in the weekly schedule of individual schools and worksites notwithstanding, one-half day will equal 3.75 hours and a full day will equal 7.5 hours

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

**B. Sick Leave Bank**

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

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

**C. Transfer of Sick Leave**

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

**D. Unlimited Accumulation**

Unused sick leave shall be cumulative without limit.

**E. Notification of Accumulation**

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

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

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

**G. Physician's Statement**

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

**H. Illness in Immediate Family**

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

**I. Pregnancy**

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

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

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

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

**K. AACPS Sick Leave Bank**

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

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

**A. Number Available**

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

**B. Application and Notification**

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

**C. Eligibility**

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

**D. Compensation**

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

**E. Experience Credit**

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

**F. Employee Benefits While on Leave**

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

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

**A. Obligation of Board**

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

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

**B. Obligation of Unit I Member**

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

**C. Types**

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

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

\* Must be verified by a physician.

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

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

**D. Period of Leave**

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

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

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

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

**E. Termination**

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

**F. Maternity**

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

**G. Personal Leave of Absence**

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

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

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

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

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

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

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

**A. Personal Business**

Each 10-month Unit I member shall be entitled to two (2) days of personal business leave per year with pay. Unit I employees on a 210-day work year shall be entitled to three (3) days of said leave. The leave shall normally be approved at least 24 hours in advance by the principal, who shall not require the member to state a reason for the leave. If, however, an unforeseen circumstance requires absence which could not have been approved 24 hours in advance, the reason for the absence shall be stated and the principal may at the principal's discretion approve the absence as a day of personal business. Personal business leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed, on an in-service day for teachers, nor at the beginning or the end of the school year.

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

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

**B. Religious Observance**

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

**C. Jury Duty**

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

**D. Court Summons**

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

**E. Bereavement**

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

**F. Early Leaving for Summer School**

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

1. Makes a written request, and

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

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

**G. Awarding of Degree**

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

**H. Injury on the Job**

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

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

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

**I. Annual Leave**

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

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

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

**J. Assault Leave**

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

**K. Adoption Leave**

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

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

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.

**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.

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

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

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

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

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

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

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

**D. Equitable Assignments**

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

**E. Demonstration Teaching**

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

**F. PTA Attendance**

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

**G. Duty Days**

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

**H. Work Year**

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

1. All non-teaching department chairpersons and department chairpersons who conduct observations shall work a 195-day work year with their annual salary adjusted commensurately and shall be provided the option of working 1 additional (1) workday before or after the 195-day work year. The use of the day beyond the 195-day work year shall be based on school need as determined and approved by the principal. Pay for the additional day shall be at the per diem rate.
2. All other department chairpersons unless otherwise noted and media specialists shall work a 193-day work year with their annual salary adjusted commensurately and shall be provided the option of working up to three (3) work days before or after the 193-day work year. The use of these days beyond the 193-day work year shall be based on school need as determined and approved by the principal. Pay for the three (3) days shall be at the per diem rate.
3. School based elementary reading/language arts resource teachers shall work 195-day work year with their annual salary adjusted commensurately and at the request of the principal may work from one (1) up to four (4) days before or after the 195-day work year. The use of these days beyond the normal teacher work year shall be based on school need as determined and approved by the principal. Pay for the four (4) days shall be at the per diem rate.
4. Except for teachers new to Anne Arundel County who may be requested to attend voluntarily a pre-service orientation, teachers whose normal duties require their full time services on an extended basis before and/or after the regular school year shall be paid for the additional time at a the per diem rate for the fiscal year during which the work is performed.
5. Psychology Specialists shall have a 200 day work year. Central office media services personnel who are currently employed, and other such personnel as may later be determined by the Superintendent shall also be on 12 month duty.
6. Pupil personnel workers and professional school psychologists will work a 12-month schedule.
7. Central Office-based social workers will work a 12-month schedule. All others who begin employment on or after July 1, 2011, will work a 200-day schedule. Social workers hired prior to July 1 2011, are

grandfathered and will retain 12-month status until/unless they accept a voluntary transfer to another position in accordance with the provisions of Article 12A or voluntarily accept a 200-day schedule at their current position. Those preferring a 200-day schedule in their current position must give notice by May 1 of each year.

8. Guidance department chairpersons and all high school guidance counselors will work a 12-month schedule. All other counselors in secondary schools who begin employment on or after July 1, 2011, will work a 210-day schedule. Elementary school counselors who begin employment on or after July 1, 2011, will work a 200-day schedule. Counselors hired prior to July 1 2011, are grandfathered and will retain 12-month status until/unless they accept a voluntary transfer to another position in accordance with the provision of Article 12A or voluntarily accept a 200-day schedule at their current position. Those preferring a 200-day schedule in their current position must give notice by May 1 of each year.
9. School test coordinators shall work the equivalent of a 200-day duty year. The additional time beyond the standard 191-day duty year shall not be standardized across the school system, but shall be scheduled in increments or hours as mutually agreed upon by the STC and the school principal with the priority being to fulfill the stated duties and responsibilities of the STC.10, All weekdays when the central office is open shall be duty days for 12-month Unit I members except for annual leave.
10. Except in case of emergency, 12-month Unit I members will not be required to work on the following days when the central office will closed:

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

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

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

**I. MSEA Convention Attendance**

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

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

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

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

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

Home room duties; or  
Non- professional duties.

**K. Report Cards**

**Grades 1 through 12 Report Cards**

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

**Pre-K and Kindergarten Progress Reports**

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

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

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

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

**M. Automated Reporting**

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

**N. Early Release Days**

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

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

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

**P. Joint Committee on Workload**

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

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

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

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

**A. Voluntary Transfer**

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

1. Posting of Vacancies  
All vacancies will be entered by the Division of Human Resources onto a system-wide computer listing (bulletin board), designated website, or a job bank telephone listing that will be updated twice a week or more often, if necessary.
2. Expressing Interest in Vacancies  
Candidates for transfer will, under their own initiative, access vacancy information on the system-wide computer listing, designated website, or job bank telephone listing. The candidate will then send the appropriate request for interview to the principal of the school in which the vacancy exists. The candidate may follow-up as needed to make certain the request for interview was received.
3. Interviews for Vacancies that Occur by July 15.  
For any position that becomes vacant by July 15, the principal must interview at least three (3) candidates (provided there are three) for transfer prior to offering the position to a new hire.
4. Explanation of Denial  
If the candidate is interviewed but not selected for a vacant position, the candidate shall, upon request, be told the explicit reason(s) for the denial. The reason(s) shall be stated in writing if further requested by the candidate.
5. Vacancies During the School Year  
Vacancies that occur after the first day of the school year up to January 1 shall be filled with a new hire. Vacancies that occur after January 1 through the end of the school year shall be filled with either a new hire or a long-term substitute as circumstances warrant. Any position declared vacant January 1 and thereafter will again be declared vacant at the end of that school year. The newly-hired teacher who filled that position will be guaranteed a position in the county, assuming ratings warrant such placement, but will not be guaranteed the same position. The newly-hired teacher may apply for the position along with all other teachers requesting transfer. The principal must interview three (3) candidates (provided there are three) for transfer before offering the position to the newly-hired teacher.
6. Acceptance of Transfer  
The candidate must accept or reject an offered position within two (2) business days of being notified of selection.
7. Removal of Position from Posting  
When a vacancy is filled, the Division of Human Resources must be notified on the official form for that purpose. The Division of Human Resources will then remove the vacancy from the current vacancy listing after the vacancy closing date.
8. Notification to Current Principal  
Upon acceptance of a transfer, the Unit I member must immediately notify his or her current principal so that the former position may be posted as a vacancy.
9. Mutual Consent Transfers  
Teachers may be transferred, except after the beginning of the school year, by the mutual consent of the teachers and principals involved.
10. Teachers on a Collaborative Achievement Plan  
No teacher on a collaborative achievement plan will be allowed to transfer more than once without the approval of the Assistant Superintendent for Instructional Services.

11. Non-Tenured Teachers

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

12. New Hires with “Portable” Tenure

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

**B. Involuntary Transfer**

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

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

1. Teacher(s) to be Excessed:

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

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

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

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

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

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

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

2. Definitions Teachers

All Unit I members Subject area

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

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

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

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

3. Criteria

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

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

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

C. Timeline for Filling Vacancies

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

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

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

D. Posting of New Schools

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

E. Notification of Assignment

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

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

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

F. Reduction in Unit I Staff

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

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

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

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

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

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

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

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

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

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

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

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

If a Unit I member who was laid-off from a full-time position and is on recall is offered a part-time position for purpose of recall, the Unit I member may reject the part-time position without prejudice and shall be eligible to be recalled to a full-time position in accordance with the Unit I member's seniority when a full-time position becomes available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A. Evening and Summer Schools**

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

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

**B. Summer Workshops**

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

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

**A. Duties Not Contributing to Teaching**

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

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

**B. Collection of Money**

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

**C. Use of Teacher Assistants**

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

**D. Transporting Students**

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

**E. Custodial Responsibility**

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

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

**A. Calling**

No absent teacher shall be required to call substitutes.

**B. When Provided**

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

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

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

Substitutes shall be provided for teachers involved in field trips, athletic events or professional meetings approved by the appropriate administrator, provided the event is scheduled for a half day or more and funds are appropriated for this purpose.

**C. Teacher Planning**

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

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

**A. Definition of Terms**

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

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

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

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

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

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

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

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

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

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

1. Observations

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

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

2. Conferences and Written Reports

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

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

3. Collaborative Achievement Plan

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

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

#### 4. Department Chairperson

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

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

#### 5. Additional Conference for Pupil Services Persons

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

### C. The Rating Process for Unit I Members

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

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

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

The rating shall be received prior to the last day for teachers. Non-tenured Unit 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.

5. Electronic Signatures

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

**D. Instructional Leaders**

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

**E. Subject of Grievance**

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

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

**A. Provision for Resigning**

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

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

**B. Failure to Give Advance Notice**

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

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

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

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

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

**A. Screening for Tuberculosis**

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

**B. Communications**

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

**C. Public Address System**

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

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

**D. Mileage Allowance**

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

**E. Health and Safety Hazards**

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

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

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

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

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

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

**F. Design and Renovation of Buildings**

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

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

**G. Curriculum Committees**

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

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

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

**I. Sales Presentations**

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

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

**A. Definitions**

The Board and TAAAC agree to the following definitions:

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

**B. Purpose**

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

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

**C. Informal Discussion**

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

**D. Procedure**

The following procedures shall be used in processing grievances:

Level One

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

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

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

Level Two

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

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

Level Three

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

Level Four

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

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

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

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

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

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

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

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

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

**E. Separate Filing of Grievance Records**

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

**F. Availability of Board Information**

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

**G. Released Time for Hearing**

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

**H. Time Limit for Initiating Grievance**

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

**I. Time Limit for Processing Grievances**

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

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

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

**J. TAAAC Advice**

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

**K. Representation**

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

**L. No Reprisals**

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

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

**A. Purpose**

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

TAAAC agrees to distribute the following by other means:

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

**K. Exclusive Rights**

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

**L. Use of School Facilities**

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

**M. Unit I Listing**

By October 20, the Board shall provide TAAAC with the names and schools of all Unit I members in the system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**W. Membership Dues from Other Units**

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

The Board shall transmit all such dues to TAAAC.

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

TAAAC will be provided with one organizational e-mail account to be used for the sole purpose of its professional staff to access Brass Ring or any substitute program that posts vacancy announcements available to Unit I employees. TAAAC affiliated staff must sign and abide by the user agreement, Board Policy, and regulations that other AACPS employees sign and agree to when using these programs.

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

**A. Designation of Negotiators**

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

**B. Consultants**

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

**C. Presentation of Proposals**

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

**D. Time Limits of Meetings**

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

**E. Confidentiality of Discussions**

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

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

**F. Inclusive Dates of Negotiations**

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

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

The above time limits may be extended by mutual agreement.

**G. Signing the Agreement**

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

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

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

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

- D. Procedures for suspension of Unit I member

**ARTICLE 3 SALARY AND OTHER COMPENSATION**

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

**ARTICLE 4 EMPLOYEE BENEFITS**

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

**ARTICLE 5 SICK LEAVE**

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

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

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

**ARTICLE 8 OTHER LEAVES**

- A. Personal Business (paragraph 4 only)

**ARTICLE 9 PROFESSIONAL IMPROVEMENT**

- B. Reimbursement of college

**ARTICLE 12 ASSIGNMENT AND TRANSFER**

A. Voluntary Transfer

B. Involuntary Transfer

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

C. Timeline for Filling Vacancies

D. Posting of New Schools

E. Notification of Assignment

F. Reduction in Staff

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

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

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

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

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

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

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

B. Leave for President

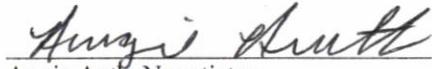
**ARTICLE 24**  
**DURATION OF THE AGREEMENT**

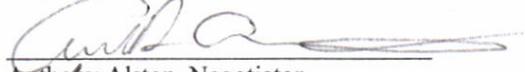
Unless as may be otherwise herein provided, the terms and conditions of this Agreement shall take effect July 1, 2015, and remain in effect through June 30, 2016.

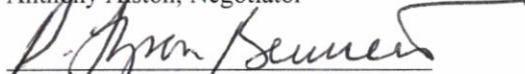
The following Agreement was reached by the undersigned on October 21, 2015, and submitted for ratification to TAAAC and the Board.

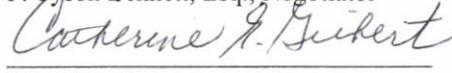
For the Board:

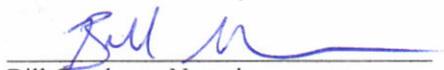
  
Melisa D. Rawles, Esq., Chief Negotiator

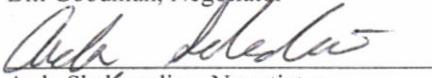
  
Angie Auth, Negotiator

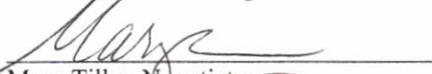
  
Anthony Alston, Negotiator

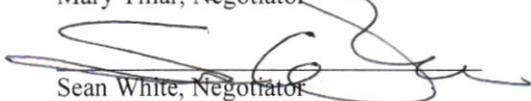
  
P. Tyson Bennett, Esq., Negotiator

  
Catherine Gilbert, Negotiator

  
Bill Goodman, Negotiator

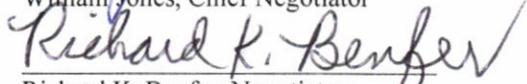
  
Arda Shahverdian, Negotiator

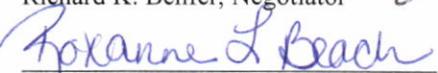
  
Mary Tillar, Negotiator

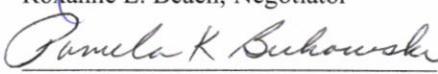
  
Sean White, Negotiator

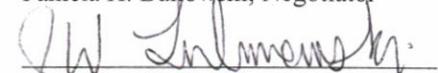
For TAAAC:

  
William Jones, Chief Negotiator

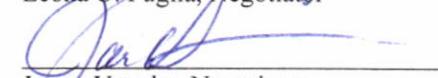
  
Richard K. Benfer, Negotiator

  
Roxanne L. Beach, Negotiator

  
Pamela K. Bukowski, Negotiator

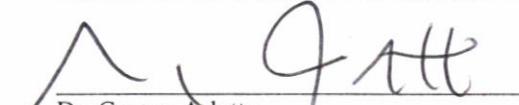
  
Jacqueline W. Lubniewski, Negotiator

  
Leona U. Puglia, Negotiator

  
James Vaughn, Negotiator

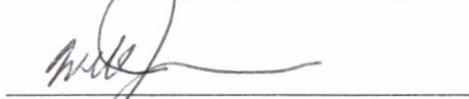
Following mutual ratification, the parties hereunto set their hands and seals this 21<sup>st</sup> day of October 2015.

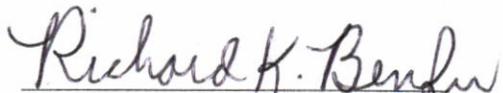
BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY

  
Dr. George Arlotto  
Superintendent of Schools

  
Stacy Korbela  
President

TEACHERS ASSOCIATION OF ANNE ARUNDEL COUNTY

  
William Jones  
Executive Director

  
Richard K. Benfer  
President

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Anne Arundel County Public Schools  
 Unit I Salary Scales  
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Unit 1 - 191 Day									
Step	Bachelor's SPC	Master's Equivalent APC	Master's Degree SPC	Master's Degree APC	Master's + 30 SPC or APC	Master's + 60 SPC or APC	Doctorate	Provisional Bachelor's	Provisional Master's
1	45,891	48,680	48,680	49,645	51,639	53,712	54,780	42,420	46,802
2	48,186	51,113	51,113	52,127	54,220	56,398	57,519	44,540	49,142
3	50,113	53,158	53,158	54,212	56,390	58,653	59,820		
4	52,117	55,284	55,284	56,381	58,645	60,999	62,212		
5	54,202	57,495	57,495	58,636	60,991	63,440	64,701		
6	55,286	58,646	58,646	59,809	62,211	64,709	65,995		
7	56,392	59,818	59,818	61,005	63,455	66,002	67,315		
8	57,520	61,014	61,014	62,225	64,724	67,322	68,661		
9	58,670	62,235	62,235	63,470	66,018	68,669	70,034		
10	59,843	63,480	63,480	64,739	67,338	70,042	71,435		
11	61,040	64,750	64,750	66,034	68,686	71,443	72,864		
12	62,261	66,044	66,044	67,355	70,059	72,872	74,321		
13	64,128	67,365	67,365	68,701	71,460	74,329	75,807		
14		68,712	68,712	70,076	72,889	75,816	77,323		
15		70,087	70,087	71,478	74,348	77,332	78,869		
16		72,189	72,189	73,622	76,578	79,653	81,236		
17		73,633	73,633	75,093	78,110	81,245	82,861		
18		75,106	75,106	76,596	79,671	82,870	84,518		
19		76,608	76,608	78,128	81,264	84,527	86,208		
20		78,140	78,140	79,691	82,890	86,219	87,932		
21		80,484	80,484	82,080	85,377	88,805	90,570		
22		82,094	82,094	83,723	87,085	90,581	92,381		
23		83,736	83,736	85,396	88,826	92,393	94,230		
24		85,411	85,411	87,105	90,603	94,241	96,114		
25		87,119	87,119	88,847	92,415	96,125	98,036		

Unit 1 - 193 Day									
Step	Bachelor's SPC	Master's Equivalent APC	Master's Degree SPC	Master's Degree APC	Master's + 30 SPC or APC	Master's + 60 SPC or APC	Doctorate	Provisional Bachelor's	Provisional Master's
1	46,371	49,190	49,190	50,165	52,179	54,274	55,353	42,863	47,291
2	48,690	51,649	51,649	52,673	54,788	56,988	58,121	45,006	49,657
3	50,638	53,714	53,714	54,780	56,980	59,267	60,446		
4	52,663	55,863	55,863	56,971	59,259	61,639	62,864		
5	54,770	58,097	58,097	59,250	61,629	64,104	65,378		
6	55,865	59,260	59,260	60,435	62,862	65,386	66,686		
7	56,982	60,445	60,445	61,644	64,119	66,694	68,020		
8	58,122	61,654	61,654	62,877	65,401	68,028	69,379		
9	59,284	62,887	62,887	64,135	66,710	69,388	70,768		
10	60,470	64,145	64,145	65,417	68,044	70,776	72,182		
11	61,679	65,427	65,427	66,725	69,405	72,192	73,627		
12	62,913	66,736	66,736	68,060	70,793	73,635	75,099		
13	64,801	68,071	68,071	69,421	72,209	75,108	76,601		
14		69,432	69,432	70,809	73,653	76,610	78,133		
15		70,821	70,821	72,225	75,126	78,142	79,696		
16		72,945	72,945	74,393	77,379	80,486	82,087		
17		74,404	74,404	75,880	78,928	82,096	83,729		
18		75,892	75,892	77,398	80,506	83,738	85,403		
19		77,410	77,410	78,946	82,116	85,413	87,111		
20		78,958	78,958	80,525	83,758	87,121	88,853		
21		81,327	81,327	82,940	86,271	89,735	91,518		
22		82,954	82,954	84,599	87,996	91,530	93,349		
23		84,613	84,613	86,291	89,756	93,360	95,216		
24		86,305	86,305	88,017	91,551	95,227	97,120		
25		88,031	88,031	89,777	93,382	97,132	99,062		

Anne Arundel County Public Schools  
 Unit I Salary Scales  
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Unit 1 - 195 Day									
Step	Bachelor's SPC	Master's Equivalent APC	Master's Degree SPC	Master's Degree APC	Master's + 30 SPC or APC	Master's + 60 SPC or APC	Doctorate	Provisional Bachelor's	Provisional Master's
1	46,852	49,698	49,698	50,686	52,720	54,837	55,928	43,308	47,781
2	49,194	52,183	52,183	53,220	55,356	57,579	58,723	45,474	50,170
3	51,162	54,271	54,271	55,348	57,571	59,882	61,073		
4	53,208	56,442	56,442	57,563	59,873	62,277	63,515		
5	55,337	58,699	58,699	59,865	62,268	64,768	66,056		
6	56,444	59,873	59,873	61,062	63,513	66,063	67,377		
7	57,572	61,070	61,070	62,283	64,783	67,385	68,725		
8	58,723	62,292	62,292	63,529	66,080	68,733	70,100		
9	59,898	63,538	63,538	64,800	67,401	70,108	71,501		
10	61,096	64,809	64,809	66,096	68,749	71,509	72,931		
11	62,318	66,105	66,105	67,418	70,124	72,940	74,390		
12	63,564	67,427	67,427	68,766	71,526	74,399	75,878		
13	65,472	68,776	68,776	70,141	72,957	75,887	77,396		
14		70,152	70,152	71,544	74,416	77,405	78,943		
15		71,554	71,554	72,975	75,904	78,952	80,522		
16		73,701	73,701	75,164	78,182	81,321	82,937		
17		75,175	75,175	76,667	79,746	82,947	84,597		
18		76,679	76,679	78,201	81,340	84,606	86,288		
19		78,212	78,212	79,765	82,967	86,298	88,014		
20		79,776	79,776	81,360	84,626	88,024	89,774		
21		82,169	82,169	83,801	87,165	90,665	92,468		
22		83,812	83,812	85,477	88,908	92,478	94,317		
23		85,489	85,489	87,187	90,686	94,328	96,203		
24		87,199	87,199	88,931	92,501	96,215	98,127		
25		88,943	88,943	90,709	94,350	98,139	100,090		

Unit 1 - 200 Day									
Step	Bachelor's SPC	Master's Equivalent APC	Master's Degree SPC	Master's Degree APC	Master's + 30 SPC or APC	Master's + 60 SPC or APC	Doctorate	Provisional Bachelor's	Provisional Master's
1	48,422	51,367	51,367	52,387	53,429	55,574	56,679	44,418	49,007
2	50,844	53,936	53,936	55,007	56,101	58,352	59,514	46,640	51,457
3	52,878	56,093	56,093	57,207	58,345	60,686	61,895		
4	54,992	58,337	58,337	59,496	60,679	63,114	64,370		
5	57,192	60,670	60,670	61,875	63,105	65,638	66,945		
6	58,336	61,883	61,883	63,113	64,367	66,951	68,284		
7	59,503	63,121	63,121	64,375	65,655	68,290	69,650		
8	60,693	64,383	64,383	65,663	66,968	69,656	71,043		
9	61,907	65,671	65,671	66,975	68,307	71,049	72,464		
10	63,145	66,984	66,984	68,316	69,673	72,470	73,912		
11	64,408	68,324	68,324	69,681	71,067	73,919	75,391		
12	65,696	69,690	69,690	71,075	72,488	75,397	76,899		
13	67,667	71,085	71,085	72,497	73,938	76,906	78,437		
14		72,506	72,506	73,947	75,417	78,444	80,006		
15		73,956	73,956	75,426	76,925	80,013	81,605		
16		76,175	76,175	77,688	79,233	82,413	84,054		
17		77,699	77,699	79,242	80,818	84,061	85,735		
18		79,252	79,252	80,827	82,434	85,742	87,450		
19		80,837	80,837	82,444	84,083	87,457	89,198		
20		82,454	82,454	84,092	85,765	89,206	90,982		
21		84,928	84,928	86,615	88,337	91,883	93,711		
22		86,627	86,627	88,347	90,104	93,721	95,586		
23		88,359	88,359	90,114	91,906	95,594	97,498		
24		90,126	90,126	91,916	93,744	97,507	99,448		
25		91,929	91,929	93,755	95,619	99,457	101,437		

Anne Arundel County Public Schools  
 Unit I Salary Scales  
 July 1, 2015 to June 30, 2016

Appendices A

Unit 1 - 210 Day									
Step	Bachelor's SPC	Master's Equivalent APC	Master's Degree SPC	Master's Degree APC	Master's + 30 SPC or APC	Master's + 60 SPC or APC	Doctorate	Provisional Bachelor's	Provisional Master's
1	50,844	53,936	53,936	55,007	56,101	58,352	59,514	46,640	51,457
2	53,386	56,632	56,632	57,758	58,906	61,269	62,489	48,971	54,030
3	55,522	58,898	58,898	60,068	61,262	63,720	64,989		
4	57,742	61,253	61,253	62,470	63,712	66,269	67,588		
5	60,051	63,703	63,703	64,969	66,261	68,919	70,292		
6	61,253	64,978	64,978	66,268	67,586	70,298	71,698		
7	62,478	66,278	66,278	67,593	68,938	71,704	73,132		
8	63,728	67,603	67,603	68,946	70,317	73,138	74,595		
9	65,003	68,955	68,955	70,324	71,723	74,601	76,087		
10	66,302	70,334	70,334	71,730	73,157	76,093	77,609		
11	67,628	71,741	71,741	73,166	74,621	77,615	79,160		
12	68,981	73,176	73,176	74,628	76,113	79,167	80,743		
13	71,050	74,639	74,639	76,122	77,635	80,750	82,359		
14		76,132	76,132	77,643	79,189	82,366	84,006		
15		77,655	77,655	79,197	80,772	84,013	85,686		
16		79,984	79,984	81,572	83,195	86,533	88,257		
17		81,584	81,584	83,204	84,859	88,264	90,021		
18		83,216	83,216	84,868	86,556	90,029	91,822		
19		84,879	84,879	86,565	88,287	91,830	93,658		
20		86,578	86,578	88,296	90,053	93,667	95,531		
21		89,175	89,175	90,945	92,755	96,477	98,397		
22		90,957	90,957	92,765	94,610	98,406	100,366		
23		92,777	92,777	94,620	96,502	100,374	102,372		
24		94,633	94,633	96,512	98,432	102,381	104,420		
25		96,526	96,526	98,442	100,401	104,429	106,508		

Unit 1 - 12 Month									
Step	Bachelor's SPC	Master's Equivalent APC	Master's Degree SPC	Master's Degree APC	Master's + 30 SPC or APC	Master's + 60 SPC or APC	Doctorate	Provisional Bachelor's	Provisional Master's
1	54,490	56,679	56,679	57,806	61,324	63,790	65,058	49,905	55,062
2	57,215	59,513	59,513	60,697	64,391	66,979	68,310	52,399	57,815
3	59,504	61,894	61,894	63,125	66,967	69,659	71,043		
4	61,884	64,369	64,369	65,650	69,646	72,444	73,885		
5	64,359	66,945	66,945	68,276	72,431	75,342	76,841		
6	65,646	68,283	68,283	69,642	73,880	76,849	78,377		
7	66,960	69,649	69,649	71,034	75,358	78,386	79,945		
8	68,298	71,042	71,042	72,455	76,864	79,954	81,544		
9	69,665	72,463	72,463	73,904	78,401	81,553	83,175		
10	71,058	73,912	73,912	75,382	79,970	83,184	84,839		
11	72,479	75,390	75,390	76,890	81,569	84,848	86,535		
12	73,929	76,898	76,898	78,428	83,200	86,545	88,266		
13	76,146	78,436	78,436	79,996	84,865	88,276	90,031		
14		80,005	80,005	81,596	86,562	90,042	91,832		
15		81,605	81,605	83,228	88,293	91,842	93,669		
16		84,053	84,053	85,725	90,942	94,597	96,478		
17		85,734	85,734	87,440	92,761	96,489	98,408		
18		87,449	87,449	89,188	94,616	98,419	100,376		
19		89,198	89,198	90,972	96,508	100,387	102,384		
20		90,982	90,982	92,791	98,438	102,395	104,431		
21		93,711	93,711	95,575	101,392	105,467	107,564		
22		95,585	95,585	97,487	103,420	107,576	109,715		
23		97,497	97,497	99,436	105,487	109,728	111,909		
24		99,447	99,447	101,425	107,598	111,923	114,148		
25		101,436	101,436	103,454	109,750	114,160	116,431		

**Anne Arundel County Public Schools  
Unit 1 Specialist Salary Scale  
July 1, 2015 to June 30, 2016**

**Appendices A**

<b>Step</b>	<b>Pupil Personnel Worker 12-MONTH</b>	<b>School Psychologist 12-MONTH</b>	<b>Social Worker 200-DAY</b>	<b>Social Worker 12-MONTH</b>	<b>Speech Pathologist OT/PT 191-DAY</b>	<b>Speech Pathologist OT/PT 195-DAY</b>	<b>Speech Pathologist OT/PT 12-MONTH</b>
1	69,021	69,021	53,430	61,324	55,868	57,038	65,728
2	72,127	72,127	56,101	64,391	58,383	59,606	68,686
3	75,013	75,013	58,345	66,967	60,719	61,989	71,434
4	78,013	78,013	60,679	69,646	63,147	64,469	74,291
5	81,134	81,134	63,105	72,431	65,673	67,048	77,262
6	82,756	82,756	64,368	73,880	66,986	68,389	78,807
7	84,411	84,411	65,655	75,358	68,326	69,757	80,383
8	86,099	86,099	66,968	76,864	69,693	71,152	81,992
9	87,821	87,821	68,307	78,401	71,086	72,575	83,631
10	89,577	89,577	69,674	79,970	72,508	74,027	85,304
11	91,370	91,370	71,067	81,569	73,958	75,507	87,010
12	93,196	93,196	72,488	83,200	75,437	77,017	88,750
13	95,061	95,061	73,939	84,865	76,946	78,557	90,525
14	96,962	96,962	75,417	86,562	78,485	80,128	92,336
15	99,870	99,870	76,925	88,293	80,839	82,532	95,106
16	102,867	102,867	79,234	90,942	83,265	85,009	97,959
17	104,924	104,924	80,818	92,761	84,930	86,708	99,918
18	107,022	107,022	82,434	94,616	86,629	88,443	101,916
19	109,163	109,163	84,083	96,508	88,362	90,212	103,954
20	111,346	111,346	85,765	98,438	90,128	92,016	106,034
21	114,130	114,130	88,337	101,392	92,381	94,316	108,684
22	115,271	115,271	90,104	103,420	93,306	95,260	109,771
23	116,424	116,424	91,906	105,487	94,239	96,213	110,869
24	117,589	117,589	93,744	107,598	95,181	97,174	111,978
25	118,764	118,764	95,619	109,750	96,133	98,145	113,098

NOTE: Unit 1 employees on the single column scales for Pupil Personnel Workers, School Psychologists, Social Workers, Occupational Therapists, Physical Therapists, and Speech Pathologists will be paid a salary increased by \$1000 for holding a doctorate degree.

Unit I Extra-Curricular Class Scale

<u>Class</u>	<u>Title</u>
I	High School Head Football Coach High School Head Basketball Coach High School Head Marching Band Director High School Athletic Academic Advisors
II	High School Baseball Coach High School Field Hockey Coach High School Gymnastic Coach High School Lacrosse Coach High School Soccer Coach High School Softball Coach High School Track & Field Coach High School Volleyball Coach High School Wrestling Coach High School Concert Band Director High School Chorus Director High School Orchestra Director High School Dramatics Director  Middle School Concert Band Director Middle School Orchestra Band Director Middle/High School Jazz Band Director Middle School Chorus Director Dance Company Advisor
III	High School Head Cross Country Coach High School Head Golf Coach High School Head Tennis Coach High School Yearbook Advisor Fall High School Cheerleader Coach Winter High School Cheerleader Coach
IV	Intramural Director Middle School Yearbook Advisor Musical Production Director Senior Class Advisor Unified/Allied Sports Advisor Student Government Advisor (all secondary levels) High School Band Front Advisor

V High School Literary Magazine Advisor  
High School Pom Pom Advisor  
Newspaper Advisor (all secondary levels)  
High School Stage Crew Director (full year)  
Junior Class Advisor  
Special Olympic Area Director  
Spring High School Cheerleader Coach

VI Freshman Class Advisor  
Sophomore Class Advisor Clubs  
Elementary School Band, Orchestra, Chorus & Dance Directors  
Elementary Yearbook/Flexible Contract (See Article 3. H. 1. w.)  
High School 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.

Anne Arundel County Public Schools  
Division of Human Resources • Office of Benefits

# *Active Employees*

# 2016

## Medical Plans

## Comparison Chart



*Our goal...to educate all retirees so they can make an informed healthcare decision.*

<b>Benefit</b>	<b>BlueChoice (HMO) "Open Access" Plan</b>	<b>BlueChoice (HMO) Low Option "Open Access" Plan</b>
<b>Acupuncture Services</b>	\$10 co-pay, 24 visits per calendar year	Not covered (except when approved or authorized by plan when used for anesthesia)
<b>Chiropractic Services</b>	\$10 co-pay, 20 visits per calendar year	Office Setting – Deductible, then \$40/visit; 20 visits per calendar year
<b>Dental Services as a result of an accidental injury</b>	\$10 co-pay – Covered for accidental bodily injury or to correct congenital anomalies	100% Allowed Benefit after deductible
<b>Diagnostic, Lab Services, X-ray</b>	Covered in full for x-rays and lab services (Lab Corp only) Other diagnostic – \$10 co-pay (eg., MRIs)	Non-routine, office setting; \$40 co-pay/visit
<b>Durable Medical Equipment</b>	Covered in full	50% Allowed Benefit after deductible
<b>Emergency Room Visits</b>	Medical Emergency – \$50 co-pay, waived if admitted Urgent Care Centers – \$10 co-pay	\$300 co-pay after deductible (waived if admitted) Urgent Care Centers – \$100 co-pay after deductible
<b>Family Planning/Fertility (subject to state mandate)</b>	Infertility Counseling & Testing – \$10 co-pay Artificial Insemination – covered at 50% of the plan allowance; IVF – covered at 50% of the plan allowance (limited to 3 attempts per live birth, lifetime maximum benefit \$100,000)	50% Allowed Benefit after deductible; IVF – (limited to 3 attempts per live birth, lifetime maximum benefit \$100,000)
<b>Hearing Exams/Hearing Aids</b>	Hearing exam – no co-pay. No co-pay per aid per ear, benefit once every 36 months.	Covered for minor children (up to age 18) 100% Allowed Benefit for each ear (co-pays and deductible do not apply)
<b>Hospitalization (Inpatient)/ Surgery</b>	Covered in full	30% Allowed Benefit after deductible
<b>Inpatient Nervous and Mental; Alcohol/Substance Abuse</b>	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013.	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013. 30% Allowed Benefit after deductible
<b>Outpatient Nervous and Mental; Alcohol/Substance Abuse</b>	No pre-authorization required. Contact Magellan Behavioral Health for provider network information at 1-800-245-7013. \$5 co-pay per visit.	Office Setting – \$30 co-pay after deductible
<b>Maternity Care</b>	No co-pays required for prenatal services. Hospitalization covered at 100% of Allowed Benefit.	No co-pays required for pre- and postnatal services. Delivery and hospitalization – 30% Allowed Benefit after deductible
<b>Outpatient Surgery</b>	\$5 co-pay PCP; \$10 co-pay specialist	Office Setting – \$30 PCP co-pay/\$40 Specialist co-pay
<b>Physical Therapy</b>	\$10 co-pay; 30 visits/per condition/per calendar year. PCP referral required.	Office Setting – \$40 co-pay; limited to 30 days/condition/benefit period; combined with speech & occupational therapy
<b>Prescription Drug Card (CVS CAREMARK)</b>	RETAIL: \$5 generic/\$15 preferred brand/\$25 non-preferred brand MAIL ORDER or CVS RETAIL MAINTENANCE CHOICE: \$10 generic/\$30 preferred brand/\$50 non-preferred brand	RETAIL: \$500 deductible, then: \$15 generic/\$35 preferred brand/\$60 non-preferred brand; self-injectables – 50% coinsurance up to a max payment of \$150 (30 days) MAIL ORDER or CVS RETAIL MAINTENANCE CHOICE: \$30 generic/\$70 preferred brand/\$120 non-preferred brand; self-injectables – 50% coinsurance up to a max payment of \$300 (90 days)
<b>Routine Physicals</b>	No co-pay	No co-pay
<b>Vision Care</b>	\$10 co-pay through Davis Vision Providers – Optometrists or Ophthalmologists. Limited to one examination per calendar year. Discounts on glasses and contact lenses from participating Davis Vision Providers. You may also use your CareFirst Select Vision plan.	\$10 co-pay through Davis Vision Providers. Routine eye exam (limited to 1 visit/per year). Discounts on glasses and contact lenses from participating Davis Vision Providers.
<b>Well Child Care</b>	No co-pay	No co-pay
<b>Additional Program Benefits</b>	Disease Management/Case Management • Discount program through Blue 365 • Magellan Behavioral Health	
<b>Primary Care Office Visit Co-pays/ Specialist Office Visit Co-pays</b>	\$5 co-pay \$10 co-pay	\$30 co-pay after deductible \$40 co-pay after deductible
<b>Calendar Year Deductible</b>	N/A	Individual – \$4,500 individual; family – \$9,000
<b>Co-insurance</b>	100%	Plan pays 70%; employee pays 30%
<b>Out-of-Pocket Maximum (Medical Only)</b>	Individual – \$2,000; family – \$6,000	Individual – \$6,350; family – \$12,700
<b>Out-of-Pocket Max. (Comb. Medical &amp; Rx)</b>	Individual – \$6,350; family – \$12,700	Individual – \$6,350; family – \$12,700
<b>Calendar Year Maximum</b>	Unlimited	Unlimited
<b>Lifetime Maximum</b>	Unlimited, except for fertility services	Unlimited, except for fertility services

*Dependents must be added within 31 days of becoming eligible or wait until the next open enrollment period. • Dependents are covered until end of the*

## BlueChoice Triple Option "Open Access" Plan

Level 1	Level 2	Level 3
\$10 co-pay, 24 visits per calendar year	\$15 co-pay	80% Allowed Benefit after deductible
\$10 co-pay (limited to 20 visits per year)	\$15 co-pay (unlimited visits)	80% Allowed Benefit after deductible (unlimited visits)
\$10 co-pay covered for accidental bodily injury or to correct congenital anomalies	90% Allowed Benefit after deductible covered for accidental bodily injury or to correct congenital anomalies	80% Allowed Benefit after deductible
Lab no co-pay (Lab Corp only) Other diagnostic – \$10 co-pay (eg., MRIs).	\$15 co-pay	80% Allowed Benefit after deductible
No co-pay	90% Allowed Benefit after deductible	80% Allowed Benefit after deductible
\$50 co-pay (waived if admitted) Urgent Care Centers – \$10 co-pay	Considered under Level 1. If Benefits are not available under Level 1, benefits may be payable under the appropriate level.	
	Urgent Care Centers – \$15 co-pay	80% Allowed Benefit after deductible
Not covered	90% Allowed Benefit after deductible	80% Allowed Benefit after deductible
Hearing exam – no co-pay. No co-pay per aid per ear, benefit once every 36 months.	Hearing exam – \$15 co-pay. 100% of Allowed Benefit every 36 months per aid per ear.	Hearing exam – 80% of Allowed Benefit, after deductible. 100% of Allowed Benefit every 36 months per aid per ear.
No co-pay	90% Allowed Benefit after deductible	80% Allowed Benefit after deductible
Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013.		
No co-pay	100% Allowed Benefit, no deductible	80% Allowed Benefit after deductible
No pre-authorization required. Contact Magellan Behavioral Health for provider network information at 1-800-245-7013.		
\$10 co-pay per visit	\$10 co-pay per visit	Deductible and co-insurance apply
No co-pays required for prenatal services. Hospitalization covered at 100% of Allowed Benefit.	No co-pays required for prenatal services. Hospitalization covered at 90% of Allowed Benefit after deductible.	Prenatal services and hospitalization covered at 80% of Allowed Benefit after deductible.
\$10 co-pay	\$15 co-pay	80% Allowed Benefit after deductible
\$10 co-pay (limited to 30 visits/per condition/per year)	\$15 co-pay (limited to 100 visits per year)	80% Allowed Benefit after deductible (limited to 100 visits per year)
RETAIL: \$5 generic/\$15 preferred brand/\$25 non-preferred brand MAIL ORDER or CVS RETAIL MAINTENANCE CHOICE: \$10 generic/\$30 preferred brand/\$50 non-preferred brand		
No co-pay	No co-pay	80% Allowed Benefit, no deductible
\$10 co-pay at Plan-designated Vision Care Centers (Davis Vision Providers). Discounts on glasses and contact lenses from Davis Vision Providers. You may also use your CareFirst Select Vision plan.	Not Covered - refer to Level 1 benefits or the CareFirst Select Vision plan.	
No co-pay	No co-pay	80% Allowed Benefit, no deductible
Disease Management/Case Management • Discount program through Blue 365 • Magellan Behavioral Health		
\$10 co-pay \$10 co-pay	\$15 co-pay \$15 co-pay	80% Allowed Benefit, after deductible
Individual/family – \$0 100%	Individual – \$200; family – \$400 90%	Individual – \$300; family – \$600 80%
Individual – \$2,000; family – \$6,000	Individual – \$500; family – \$1,000	Individual – \$1,000; family – \$2,000
Individual – \$6,350; family – \$12,700	Individual – \$6,350; family – \$12,700	Individual – \$6,350; family – \$12,700
Unlimited	Unlimited	Unlimited
Unlimited, except for fertility services	Unlimited, except for fertility services	Unlimited, except for fertility services

month in which they turn 26. • This chart is for comparison purposes only. Please consult each plan benefit summary (available on-line) for full details.

Benefit	CareFirst/BCBS Preferred Provider Network (PPN)	
	In-Network	Out-of-Network
Acupuncture Services	Only covered with certain diagnosis. Contact BCBS to verify. \$15 co-pay for preferred provider.	Only covered with certain diagnosis. Contact BCBS to verify. 80% of Allowed Benefit, after deductible.
Chiropractic Services	\$15 co-pay in-network	Benefit paid at 80% of Allowed Benefit after deductible
Dental Services as a result of an accidental injury	Restorative services for accidental injury to natural teeth–100% of Allowed Benefit	Restorative services for accidental injury to natural teeth–100% of Allowed Benefit
Diagnostic, Lab Services, X-ray	100% of Allowed Benefit	80% of Allowed Benefit after deductible
Durable Medical Equipment	100% of Allowed Benefit	80% of Allowed Benefit after deductible
Emergency Room Visits	\$25 co-pay or if admitted 100% of Allowed Benefit. Urgent Care Centers – \$15 co-pay	\$25 co-pay or if admitted 100% of Allowed Benefit. Urgent Care Centers – \$15 co-pay
Family Planning/Fertility (subject to state mandate)	Plan of treatment required Artificial Insemination – 100% of allowed mandate, some services may require co-pay; IVF – 100% of Allowed Benefit, some services may require co-pay (limited to 3 attempts per live birth, lifetime maximum benefit \$100,000)	Plan of treatment required Artificial Insemination – 80% of allowed benefit after deductible; IVF – 80% of Allowed Benefit after deductible (limited to 3 attempts per live birth, lifetime maximum benefit \$100,000)
Hearing Exams/Hearing Aids	Hearing exam – \$15 co-pay. 100% of Allowed Benefit every 36 months per aid per ear.	Hearing exam – 80% of Allowed Benefit, after deductible. 100% of Allowed Benefit every 36 months per aid per ear.
Hospitalization (Inpatient)/ Surgery	100% up to 365 days	80% after deductible/365 days
Inpatient Nervous and Mental; Alcohol/Substance Abuse	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013.	
Outpatient Nervous and Mental; Alcohol/Substance Abuse	No pre-authorization required. Contact Magellan Behavioral Health for provider network information at 1-800-245-7013. \$15 co-pay per visit	No pre-authorization required. Contact Magellan Behavioral Health for provider network information at 1-800-245-7013. Deductible and co-insurance applies.
Maternity Care	No co-pays required for prenatal services. Hospitalization covered at 100% of Allowed Benefit.	Prenatal services and hospitalization covered at 80% of Allowed Benefit after deductible.
Outpatient Surgery	100% of Allowed Benefit	80% of Allowed Benefit after deductible
Physical Therapy	100 visits per year with \$15 co-pay per office visit	Deductible, then 80% of Allowed Benefit for 100 visits per calendar year
Prescription Drug Card (CVS CAREMARK)	RETAIL: \$5 generic/\$15 preferred brand/\$25 non-preferred brand MAIL ORDER or CVS RETAIL MAINTENANCE CHOICE: \$10 generic/\$30 preferred brand/\$50 non-preferred brand	
Routine Physicals	No co-pay	80% of Allowed Benefit, after deductible
Vision Care	Not included in medical benefit. See CareFirst BCBS Summary Dental and Vision Plans.	Not included in medical benefit. See CareFirst BCBS Summary Dental and Vision Plans.
Well Child Care	No co-pay	80% of Allowed Benefit, after deductible
Additional Program Benefits	Disease Management/Case Management • Discount program through Blue 365 Magellan Behavioral Health	
Primary Care Office Visit Co-pays/ Specialist Office Visits Co-pays	100% of Allowed Benefit after \$15 100% of Allowed Benefit after \$15	80/20 after deductible
Calendar Year Deductible	N/A	Individual – \$200; family – \$400
Co-insurance	100%	80/20
Out-of-Pocket Max. (Medical Only)	Individual – \$1,200; family – \$2,400	Individual – \$1,200; family – \$2,400
Out-of-Pocket Max. (Combined Medical & Rx)	Individual – \$6,350; family – \$12,700	Individual – \$6,350; family – \$12,700
Calendar Year Benefit Max.	Unlimited	Unlimited
Lifetime Maximum	Unlimited, except for fertility services	Unlimited, except for fertility services



## Dental and Vision Options

**ANNE ARUNDEL COUNTY  
PUBLIC SCHOOLS**

*Active Employees and Retirees  
Benefits as of January 2016*



ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS



# Dental and Vision Options

Active Employees and Retirees

Dental Options Benefits	CareFirst Traditional	CareFirst PPO		Concordia Plus DHMO MD1560*
		In-Network	Out-of-Network	In-Network
Oral Examination	100% of AB	100% of AB	80% of AB	\$5 copay
Routine Cleaning	100% of AB	100% of AB	80% of AB	100%
Sealants (limited to permanent molars – until end of year in which a member turns 19)	100% of AB	100% of AB	80% of AB	100%
Bitewing X-ray	100% of AB	100% of AB	80% of AB	100%
Palliative Treatment	100% of AB	100% of AB	80% of AB	95%
Other X-rays as required	100% of AB	100% of AB	80% of AB	100%
Space Maintainers	100% of AB	100% of AB	80% of AB	95%
Fillings	100% of AB	80% of AB	60% of AB**	100%
Simple Extractions	100% of AB	80% of AB	60% of AB**	75%-85%
Pulpotomy	100% of AB	80% of AB	60% of AB**	75%-80%
Direct Pulp Caps	100% of AB	80% of AB	60% of AB**	75%-80%
Root Canals	100% of AB	80% of AB	60% of AB**	75%-80%
Apicoectomy	80% of AB**	80% of AB	60% of AB**	75%-80%
Oral Surgical Services	80% of AB**	80% of AB	60% of AB**	75%-85%
Surgical Extractions	80% of AB**	80% of AB	60% of AB**	75%-85%
Oral Surgery	80% of AB**	80% of AB	60% of AB**	75%-85%
General Anesthesia	80% of AB**	80% of AB	60% of AB**	See note 1
Periodontics	50% of AB**	80% of AB	60% of AB**	50%-65%
Crown	80% of AB**	80% of AB	60% of AB**	60%-80%
Prosthetic Appliances (including implants)	50% of AB	80% of AB	60% of AB**	60%-80% Implants not covered
Orthodontics Children and Adults	50% of AB	50% of AB	35% of AB	See note 3
Annual Deductible	\$25 Ind./\$50 Family	None	\$50 Ind./\$150 Family	None
Annual Benefit Maximum	\$1,500	\$1,500		None/See note 2
Ortho Lifetime Maximum	\$1,500	\$1,500		See note 3

(AB Allowed Benefit)

Under the Concordia Plus DHMO (MD1560\*) Plan, out-of-network services are reimbursed up to a maximum amount, based on the fee schedule provided by United Concordia.

\*The above DHMO Plan percentages are approximate and used for comparison purposes only. Please refer to the United Concordia (UCCI) Schedule of Benefits for actual copayment amounts. All coverage is subject to the Plan's exclusions and limitations.

\*\*After Deductible

Note 1—General Anesthesia is considered integral to other procedures under this plan and is not covered separately.

Note 2—No annual maximum for in-network services. United Concordia will reimburse up to a maximum of \$1,000 per family member per contract year for out-of-network services.

Note 3—After \$2,900 member copayment satisfied, benefits applicable to in-network services; provider should submit pre-treatment estimate. United Concordia will not reimburse covered members for any orthodontic services performed out-of-network.

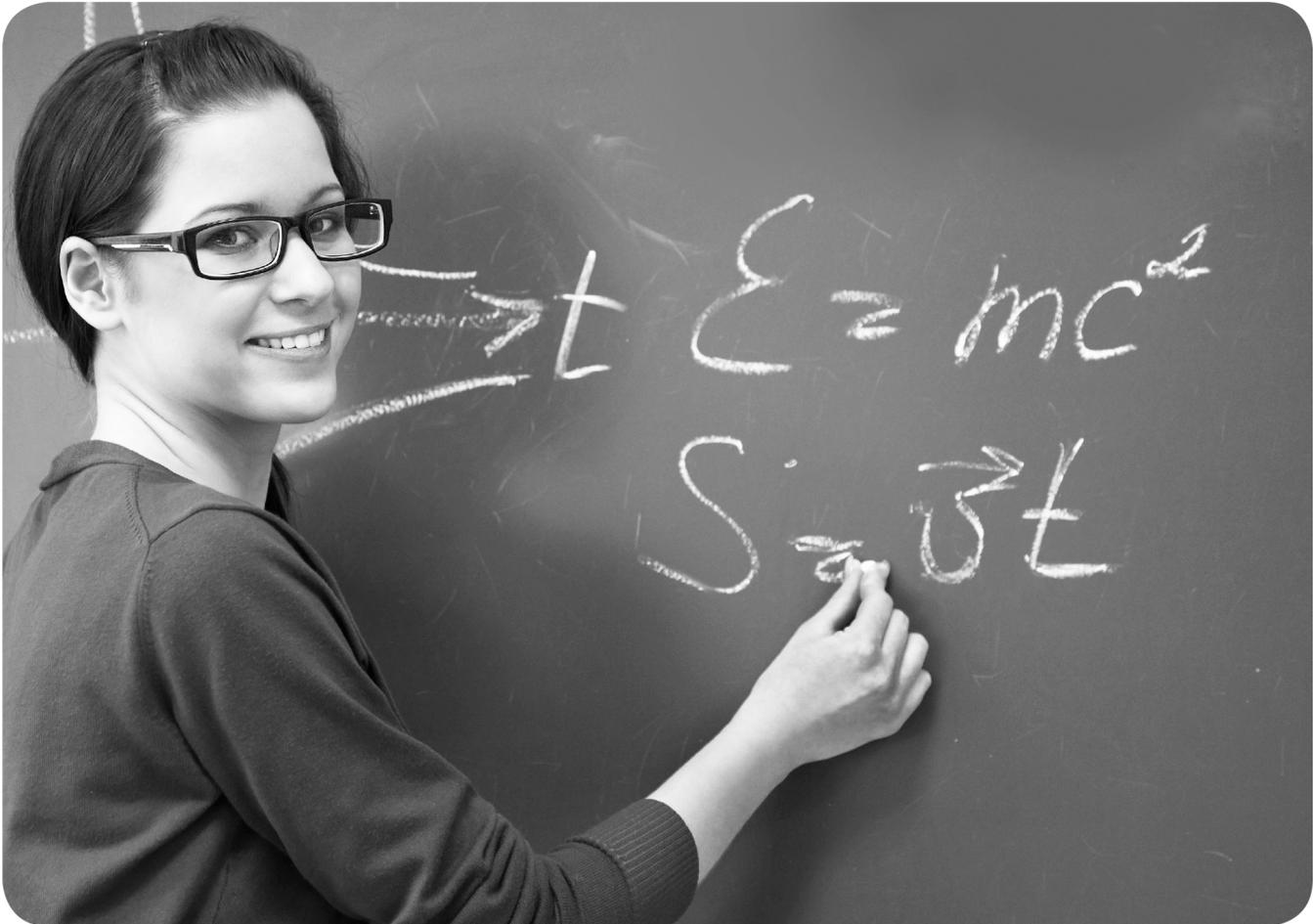
**CareFirst Vision**  
(Once every 12 months)

	Plan Pays
Eye Exam	100% of Allowed Benefit* Once every 12 months
Single Vision Lenses	\$52.00
Bifocal Lenses	\$82.00
Double Bifocal Lenses	\$100.50
Trifocal Lenses	\$101.00
Cataract (º) Lenses	\$181.00
Contact Lenses Medically Indicated	\$352.00
Contact Lenses instead of glasses Cosmetic—Single	\$97.00
Frames	\$45.00

\*Patient may be balance billed for eye exams, lenses, frames and contact lenses

This is to be used as a guide. Actual benefits will be governed by the terms and conditions of the contract between CareFirst BlueCross BlueShield and Anne Arundel County Public Schools.

Please refer to next page for information on Core Davis Vision benefits.



## Core Davis Vision

In addition to the CareFirst Vision plan, BlueChoice members also have the core BlueVision benefit through Davis Vision under the BlueChoice HMO Open Access and BlueChoice Triple Option Open Access medical plan. These benefits entitle members to an annual eye exam and discounts on glasses or contact lenses at participating Davis Vision providers. Members are responsible for a \$10 copay for the eye exam. To locate a participating Davis Vision provider, go to [www.carefirst.com](http://www.carefirst.com) and utilize the “Find a Doctor” feature or call Davis Vision at 800-783-5602 for a list of network providers closest to you. Be sure to ask your provider if he or she participates with the Davis Vision network before you receive care.

When seeing a Davis Vision provider, you may also use the discounted benefit in conjunction with your CareFirst Select Vision plan. The Davis Vision discount will be applied and you will pay the required Davis Vision copay and balance at the point of sale. Then you can submit the balance to CareFirst for any eligible reimbursement under the CareFirst Select Vision plan. A completed CareFirst vision claim form and itemized bill will be required for processing.

This is to be used as a guide. Actual benefits will be governed by the terms and conditions of the contract between CareFirst BlueCross BlueShield and Anne Arundel County Public Schools.

### Summary of Benefits: (12-month benefit period)

IN-NETWORK	YOU PAY
<b>EYE EXAMINATIONS</b>	
Routine Eye Examination with dilation	\$10
<b>FRAMES<sup>1</sup></b>	
Priced up to \$70 retail	\$40
Priced above \$70 retail	\$40, plus 90% of the amount over \$70
<b>SPECTACLE LENSES<sup>2</sup></b>	
Single Vision	\$35
Bifocal	\$55
Trifocal	\$65
Lenticular	\$110
Standard Progressive Addition Lenses	\$75
<b>CONTACT LENSES<sup>1</sup></b>	
Contact Lens Evaluation and Fitting	85% of retail price
Conventional	80% of retail price
Disposable/Planned Replacement	90% of retail price
Lens 1-2-3 <sup>®</sup> Mail Order Contact Lens Replacement Program	Up to 40% off retail prices
<b>LASER VISION CORRECTION<sup>1</sup></b>	Up to 25% off allowed amount or 95% of advertised special <sup>2</sup>

<sup>1</sup> CareFirst BlueChoice does not underwrite lenses, frames and contact lenses in this program. This portion of the Plan is not an insurance product.

<sup>2</sup> Please note that some providers have flat fees that are equivalent to these discounts.

These benefits are issued under policies:

13.800 (6/98) • 13.801 (R. 10/99) • 13.802 (R. 10/99) • 13.803 (R. 10/99)  
13.804 (R. 10/99) • 13.805 (R. 10/99) • 13.806 (R. 10/99) • 13.810 (R. 10/99)  
13.812 (R. 10/99) • BCBSMD-APPEAL (1/99) • Preferred Dental Amendment (10/00)



[www.carefirst.com](http://www.carefirst.com)

CareFirst BlueCross BlueShield is the business name of CareFirst of Maryland, Inc. and is an independent licensee of the Blue Cross and Blue Shield Association.  
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**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.



ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS

Anne Arundel County Public Schools  
Office of Employee Relations  
Annapolis, Maryland

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***For more information, contact:***

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