

**STATE OF MARYLAND
PUBLIC SCHOOL LABOR RELATIONS BOARD**

**45 Calvert Street, Room 102
Annapolis, MD 21401
Telephone: (410) 260-7291 Fax: (410) 267-7014**

**REQUEST FOR DETERMINATION THAT AN IMPASSE IN NEGOTIATIONS HAS
BEEN
REACHED**
(Pursuant to Education Article, Title 6, Subtitle 4, Section 6-408(e)(1) or Subtitle 5, Section 6-510(e)(1))

INSTRUCTIONS

Please type or print clearly, and complete all sections of this Request. (If a section is not applicable to your situation, so state and explain why.) File the original of this Request with Erica L. Snipes, Executive Director of the PSLRB, and simultaneously serve a copy on the other party (unless this is a joint request). Filing and service must be in person or by U.S. mail, return receipt requested.

I. REQUESTING PARTY OR PARTIES

Employee Organization X

Public School Employer _____

Joint _____

II. PARTIES INVOLVED

A. PUBLIC SCHOOL EMPLOYER

1. Full name, street address, and telephone number of public school employer:

Board of Education of Anne Arundel County
2644 Riva Road
Annapolis, Maryland 21401
410.222.5000

2. Name, title, street address, telephone number, e-mail address, and fax number of public school employer representative to contact:

Melisa Rawles
Director of Employee Relations
Anne Arundel County Public Schools
2644 Riva Road
Annapolis, Maryland 21401
410.222.5065 (office number)

mrawles@aacps.org

B. EMPLOYEE ORGANIZATION

1. Full name, street address, and telephone number of employee organization:

Teachers Association of Anne Arundel County (TAAAC)
2521 Riva Road, Suite L7
Annapolis, Maryland 21401
410.224.3330

2. Name, title, street address, e-mail address, telephone number, and fax number of employee organization representative to contact:

Kristy K. Anderson, Esq.
Maryland State Education Association
140 Main Street
Annapolis, Maryland 21401
443.758.8395

kanderson@mseanea.org

III. DESCRIPTION OF NEGOTIATING UNIT

- A. Number of employees in negotiating unit:

Approximately 7200

- B. Job categories in negotiating unit:

Article 1B: The term "Unit 1 member" in this Agreement shall apply to a certificate 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.

“Student services personnel” 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.

IV. NEGOTIATIONS AGREEMENT

- A. Effective date and expiration date of current negotiations agreement or, if none, of most recently expired negotiations agreement:

Current Agreement Expires: June 30, 2022

- B. If there is no current or expired negotiations agreement, so state and explain why:

V. FACTS GIVING RISE TO THIS REQUEST

On a separate sheet of paper to be attached hereto, provide a clear and concise statement of the totality of the circumstances giving rise to this Request. Include in the statement:

- A. Date and duration of each negotiations session;
- B. Names and positions of attendees at each negotiations session;
- C. A list by topic (e.g., health insurance, leaves of absence) of all matters as to which the requesting party(ies) contend(s) that an impasse has been reached;
- D. A list by topic of all matters as to which the parties reached agreement during the current negotiations;
- E. The public school employer’s required budget submission date (if relevant to this Request); and
- F. Any additional information which may be helpful to the PSLRB in dealing with this Request.

VI. POSITION OF OTHER PARTY (Unless this is a joint Request)

Does other party agree that an impasse in negotiations has been reached (Check appropriate line)

Yes _____

No X

Do Not Know _____

VII. CERTIFICATION (If this is a joint Request, the signature of a representative of each party is required.)


I (we) declare that I (we) have read the information provided above, and that such information is, to the best of my (our) knowledge and belief, true.

Kristy K. Anderson, Esq.
Requesting Party

 General Counsel
Signature and Title of Representative Filing this Request

Date: May 23, 2022

Catherine Snyder
Requesting Party

 Vice-President
Signature and Title of Representative Filing this Request

Date: May 23, 2022

TAAAC Negotiations Representatives:

Kristy K. Anderson: Chief Negotiator/General Counsel
Josh Ardison: MSEA Managing Director/Co-Chief Negotiator
Marlena Colleton-Pearsell: Teacher (Elementary School)
Jill Grimm: Teacher (Middle School)
Andrew Posner: Music, Elementary
Marissa Raimond: Related Service Provider
Kate Snyder: Teacher, Alternative Education
Tamara Thumbtzen: Teacher
Mike Wierzbicki: Teacher, High School
Russell Leone: TAAAC President
Kenneth Page: TAAAC Executive Director

AACPS Negotiations Representatives

Melisa Rawles: Chief Negotiator; Director of Employee Relations
Sue Chittum, Senior Manager, Human Resources
Shannon Pugh, Blueprint Coordinator
Michele Batton, Assistant Superintendent, Curriculum and Instruction
Janine Robinson, Regional Superintendent
Heidi Oliver O'Gilivia, Executive Director of Professional Growth & Development
Angie Kennedy-Auth, Specialist Employee and Labor Relations

Meeting Schedule:

March 2, 2022: 1:30-3:00
March 21, 2022: 9:00-12:00
April 25, 2022: 9:30 – 1:00
May 11, 2022: 10:00 – 2:00
May 23, 2022: 9:00 – 12:30

Topics Resolved Through Proposal Exchanges During Negotiations:

Article 7(B) and (D): Leaves of Absence (Board Proposal)

| Current Language | Tentative Agreement |
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| <i>B. 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.</i> | B. (NEW) Unit I members are required to provide at least thirty (30) days advance notice prior to a requested leave of absence period. If thirty (30) days advance notice is not possible due to an unforeseen circumstance, the Unit I member must provide as much prior notice as practicable. |
| <i>D. The leave of absence from the Unit I member's regular assignment shall be for an entire school year or</i> | <i>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</i> |

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| <p>for the remainder of the school year in which it becomes effective.</p> <p>The leave of absence from the Unit I member's extra-curricular assignment shall be for one (1) season or portion thereof.</p> <p>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.</p> <p>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.</p> | <p>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.</p> <p>D. 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.</p> <p>The leave of absence from the Unit I member's extra-curricular assignment shall be for one (1) season or portion thereof.</p> <p>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.</p> <p>(New) Any additional leave of absence shall not be granted until one (1) or more years of active service has been completed with the school system.</p> <p>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.</p> |
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Article 12 Assignment and Transfer (Board Proposal)

| Current Language | Tentative Agreement |
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| <p>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.</p> | <p>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 Building Administrator.</p> |

Topics Resolved by Reverting to Current Language:

- Article 1M: Printing and Distribution of Agreement (*TAAAC proposal*)
- Article 2D: Procedures for Suspension of Unit I member (*Board proposal*)
- Article 3F: Experience Credit (*Board proposal*)
- Article 3X: Reimbursement of ASHA Dues (*TAAAC proposal*)

Article 4A: Healthcare (*TAAAC proposal*)
Article 11A: Required Work Hours (*TAAAC proposal*)
Article 11D: Equitable Assignments (*TAAAC proposal*)
Article 12A: Voluntary Transfer (*TAAAC proposal*)

Topics Resolved by Withdrawing

TAAAC proposals relative to a Joint Workgroup (LMC) and proposed language on Subcontracting.

TAAAC Believes Impasse Has Been Reached on the following Topics:

Article 3: Salary
Article 3K: Compensation for Team Leaders and Department Chairs
Article 3Y/Substituted MOU: Differentials for Related Service Providers and Special Education Teachers
Article 9C: Reimbursement for College Credit
Article 11C: Planning Time
Article 14A: Duties not contributing to teaching
Article 15B: Substitutes
Article 16B: Department Chairs
Article 23: Rehired Retirees
Article 24: Duration

Impasse Rationale and Proposal Exchanges:

Article 3: Salary

Rationale: *While the County has funded 4% and a step plus an additional 400+ Unit I positions, this instructional salaries category has traditionally been overfunded (May 16, 2022, the Board requested a transfer of \$7.6 million from the instructional salaries category) due to vacancies, retirements, and separations. TAAAC consistent with the Blueprint requirements is seeking a larger COLA to meet the statutory 10% increase and inch the scales closer to the required \$60,000 starting salary as the money is available in the budget. Similarly, stipends beyond the NBC must be maintained.*

| TAAAC Proposal/Counter | AACPS Proposal/Counter |
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| March 21, 2022: For FY2023, the following will occur: <ul style="list-style-type: none"> Effective July 1, 2022, 2023, and 2024, all Unit I employees will receive a 5% COLA Effective July 1, 2022, 2023 and 2024 all eligible Unit I employees will receive one contractual step increase | March 21, 2022: For FY23, the following will occur effective July 1, 2022: <ul style="list-style-type: none"> One (1) step increase will be provided to all eligible Unit I employees. Unit I employees who are above their experience step are ineligible for a step increase until their salary step matches their experience step. All Unit I employees will receive a 4% COLA. |
| April 25, 2022: Maintained proposal | |
| May 11, 2022: For FY23, the following will occur | |

effective July 1, 2022:

- One (1) step increase will be provided to all eligible Unit I employees. Unit I employees who are above their experience step are ineligible for a step increase until their salary step matches their experience step.
- All Unit I employees will receive a 4.5% COLA.

V. National Board Certified Teachers: In accordance with Blueprint for Maryland's Future, the following will occur:

1. A teacher, including elementary school counselors, who holds an active National Board Certification (NBC) and who is primarily responsible and accountable for teaching students in a class, shall be paid \$10,000 annually. To receive this increase, a teacher must have an active NBC by January of the preceding fiscal year
2. An NBC teacher, including elementary school counselors, who is teaching at an eligible school as defined by the Maryland State Department of Education and identified by the Anne Arundel County Board of Education shall be paid \$7,000 annually.
3. A teacher that receives the \$7,000 salary increase for teaching at an eligible school may not lose that salary increase while teaching at the school even if the school ceases to be identified as an eligible school.

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.

V. National Board Certified Teachers: In accordance with Blueprint for Maryland's Future, the following will occur:

1. A teacher who holds an active National Board Certification (NBC) and who is primarily responsible and accountable for teaching students in a class, shall be paid \$10,000 annually. To receive this increase, a teacher must have an active NBC by January of the preceding fiscal year
2. An NBC teacher who is teaching at an eligible school as defined by the Maryland State Department of Education and identified by the Anne Arundel County Board of Education shall be paid \$7,000 annually.
3. A teacher that receives the \$7,000 salary increase for teaching at an eligible school may not lose that salary increase while teaching at the school even if the school ceases to be identified as an eligible school.

~~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.~~

April 25, 2022: No change.

May 11, 2022: No change to language, but countered with retention of the Stipend for National Certified School Counselors (NCSC) and Stipend for National Certified School Psychologist (NCSP) for FY23 with an agreement to discontinue in FY24.

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| May 23, 2022: Maintain proposal | May 23, 2022: Maintained the May 11, 2022 proposal. |
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Article 3K. Compensation for Team Leaders and Department Chairs

Rationale: *There are many leadership opportunities on the school level, but the responsibilities are onerous and require compensation, particularly in the case of Department Chairs. The compensation for existing middle school interdisciplinary team leaders and elementary or special education center instructional team leaders positions are recognized currently, but given that only two per elementary school are compensated they simply cannot and do not carry out the work without the support of department chairs or grade team leaders. This recognizes and compensates those that are willing to take on additional responsibilities.*

| TAAAC Proposal | AACPS Counter |
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| <p>March 21, 2022: 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.</p> <p>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.</p> <p>Unit I members designated as department chairperson will be compensated for the additional work required by these positions at the rate of \$2,000 per annum.</p> <p>All other school based elementary school Unit I members shall serve the teams on an advisory basis but will not be required to attend all meetings.</p> <p>April 25, 2022: Maintained proposal.</p> <p>May 11, 2022: 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.</p> <p>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.</p> <p>Unit I members designated as department chairperson will be compensated for the additional work required by these positions at the rate of \$1,500 per annum.</p> | <p>No counters</p> |

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| <p>All other school based elementary school Unit I members shall serve the teams on an advisory basis but will not be required to attend all meetings.</p> <p>May 23, 2022: Maintained proposal of 05/11/22</p> | |
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Article 3Y. NEW: Compensation for Special Educators, Related Service Providers, and ESOL Educators

Rationale: *The paperwork responsibilities resulting from increased caseloads that are associated with these positions are tremendous and routinely requires extended work hours beyond the negotiated work day. This proposal seeks recognition of and compensation for the increased work responsibilities.*

| TAAAC Proposal | AACPS Counter |
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| <p>March 21, 2022: Special Education Teachers, Related Service Providers and ESOL/ELL Teachers shall be compensated for the additional paperwork, record keeping, and testing associated with these positions at a rate of \$2000 per annum.</p> <p>April 25, 2022: Special Educators, Related Service Providers and ESOL/ELL Teachers:</p> <ol style="list-style-type: none"> 1. Schedules for speech/language pathologists, elementary school resource room teachers, occupational therapists/physical therapists, educators of students who are blind and educators of students that are deaf or hard of hearing, will include three hours per week within the workday, in addition to the standard individually managed time specified in this article, for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences. 2. Resource room teachers and special education classroom teachers in secondary schools shall be able to use their IRA period for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences. 3. The Board will provide adequate clerical support to special educators responsible for annual reviews to assist in the scheduling of meetings, preparation of parent letters, and the photo- | <p>No counters</p> |

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| <p>copying and dissemination of IEP meeting notes.</p> <p>4. Special education teachers will be provided with time in addition to the standard individually managed time to complete case- load related tasks, including observations, consultation, assessments, team meetings, parent conferences, and resource room support. The special education teams, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary depending upon caseload.</p> <p>ESOL teachers will be provided with time, in addition to the standard individually managed time to complete caseload related tasks (including the preparation and distribution of state and federally mandated documents). The ESOL teachers, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary by teacher and by time of year, depending on caseload. ESOL teachers in secondary schools shall be able to use group-managed time to complete caseload-related tasks (including the preparation and distribution of state and federally mandated documents). The ESOL teachers, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary by teacher and by time of year, depending on caseload.</p> <p>May 11, 2022: Agreed to delete the proposed language above and substitute the existing MOU with a proposed increase in differentials.</p> <p><i>See attached MOU.</i></p> <p>May 23, 2022: Maintained MOU with increased differential. <i>See attached.</i></p> | |
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Article 9C. Reimbursement for College Credit

Rationale: *Advanced academic degrees continue to be a pathway to earn an advanced professional certificate or license; therefore, the reimbursement for tuition must keep pace with current costs. Currently, Anne Arundel has one of the lowest reimbursement rates in the State.*

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| TAAAC Proposal | AACPS Counter |
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| <p>March 21, 2022:</p> <p>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) twelve (12) 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. loan reimbursement program.</p> <ol style="list-style-type: none"> 1. <u>Approval of Credits</u> 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. <u>Grade Requirements</u> The Unit I member must earn a grade of B or better. 3. <u>Schedule of Payments</u> 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. <u>Duplication of Payment</u> 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. <u>Rate of Payment</u> The rate of payment to Unit I members for | <p>No counters</p> |
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courses completed shall be up to ~~\$250~~ **\$500** per semester hour based upon actual tuition fees.

April 25, 2022:

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)~~ **twelve (12)** 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. **TAAAC and AACPS will form a Joint Working Group to investigate the feasibility and timing of offering an educational loan reimbursement program.**

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

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| completed shall be up to \$250 \$500 per semester hour based upon actual tuition fees. | |
| May 11, 2022: Maintained proposal | |
| May 23, 2022: Maintained proposal | |

Article 9C. Planning Time

Rationale: *Currently, Unit 1 employees receive 240 minutes of individual planning time. TAAAC seeks to protect that time as individual time and include it in the collective bargaining agreement.*

| TAAAC Proposal | AACPS Counter |
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| <p>March 21, 2022: The Board and TAAAC mutually agree on the importance of the unit 1 members teachers planning collaboratively in our schools. We know that nothing is as important as unit 1 members classroom teachers in making a difference in student performance. When unit 1 members 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.</p> <p>Except where not administratively possible, each unit 1 member 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.</p> <p>Collaborative planning includes a group, team or partnership working together during the teacher workday as they complete tasks which include:</p> <ul style="list-style-type: none"> • Differentiation of instruction/accommodations • Developing units, lessons and classroom-based assessments • Examining evaluating student work • Evaluating materials • Planning the use and evaluation of instructional practices • Making instructional decisions based upon data • Sharing best practices • Developing methodology and documentation to satisfy needs of both teacher and principal <p>Collaborative planning is not part of individual or group planning and will be made available at a minimum of sixty minutes per week in increments of no less than thirty minutes. Collaborative planning does not include</p> | <p>No counters</p> |

meetings such as IEP team, Section 504, School Improvement Team, Faculty Advisory Council, in-service, training and similar school committees.

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

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

Elementary school **unit 1 members teachers** in non-Enhancing Elementary Excellence ("Triple E") Schools shall have a minimum of 410 minutes of weekly planning time including ~~225~~ **300** minutes of individual planning time for delivery of instruction, ~~210 minutes of~~ which must be scheduled during the student day. For elementary **unit 1 members school teachers** working in Triple E Schools, a minimum of 470 minutes of weekly planning time is provided, including ~~225~~ **300** 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 **unit 1 members 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~~ **300** minutes minimum.

For secondary school **unit 1 members teachers**, a minimum of ~~210~~ **300** 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 **unit 1 members 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.

April 25, 2022:

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 classroom teachers in making a difference in student performance. When teachers are collegial, sharing their knowledge and wisdom and problem solving, planning, implementing, and evaluating as a team, great gains for students can be realized.

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

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

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

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

- Administrators will limit the number of meetings where administratively possible to afford elementary teachers optimal time for planning.
- Principals and FAC's will collaboratively consider departmentalizing to assist in managing elementary teacher workload. If a collaborative determination cannot be made, assistance may be sought from the appropriate supervisor or

designee.

- AACPS with TAAAC involvement shall examine and implement best practices to improve the utilization of elementary school planning time.

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

Elementary school teachers in non-Enhancing Elementary Excellence (“Triple E”) Schools shall have a minimum of 410 minutes of weekly planning time including ~~225~~ **240** 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~~ **240** 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~~ **240** minutes minimum.

For secondary school teachers, a minimum of ~~210~~ **240** 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.

May 11, 2022: Maintained proposal.

May 23, 2022: Maintained proposal.

Article 14A. Duties not contributing to teaching

Rationale: *Both parties recognized that this was an on-going issue that needed to be addressed. Teachers are already overwhelmed with every minute of every day scheduled. This proposal and counter seek to address the school system's concerns about supervision while at the same time minimizing the disruption to the teacher work day.*

| TAAAC Proposal/Counter | AACPS Proposal/Counter |
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| <p>March 21, 2022: The Board and TAAAC recognize that the function of the teacher is to teach and perform related professional duties; therefore, the parties agree that teachers shall not be required to perform non-professional duties which do not contribute directly to the primary learning function.</p> <p>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.</p> <p>April 25, 2022: The Board and TAAAC recognize that the function of the teacher is to teach and perform related professional duties; therefore, the parties agree that teachers shall not be required to perform non-professional duties, SUCH AS MONITOR RECESS, LUNCH, OR OTHER TYPES OF MONITORING DURING INSTRUCTIONAL PERIODS. which do not contribute directly to the primary learning function.</p> <p>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.</p> <p>May 11, 2022: The Board and TAAAC recognize that the function of the teacher is to teach and perform related professional duties; therefore, the parties agree that teachers shall not be required to perform non-professional duties which do not contribute directly to the primary learning function.</p> <p>Except in emergencies, individually assigned non-</p> | <p>March 21, 2022: The Board and TAAAC recognize that the function of the teacher is to teach and perform related professional duties; therefore, the parties agree that teachers shall not be required to perform non-professional duties which do not contribute directly to the primary learning function.</p> <p>Except in emergencies, individually assigned non-professional duties will not exceed twenty (20) THIRTY-FIVE (35) 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.</p> <p>April 25, 2022: Maintained proposal.</p> <p>May 11, 2022: The Board and TAAAC recognize that the function of the teacher is to teach and perform related professional duties; therefore, the parties agree that teachers shall not be required to perform non-professional duties which do not contribute directly to the primary learning function.</p> <p>Except in emergencies, individually assigned non-professional duties will not exceed twenty (20) THIRTY (30) 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.</p> <p>May 23, 2022: Maintained proposal.</p> |

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| <p>professional duties will not exceed twenty (20) THIRTY (30) minutes per day during the student day AND NO MORE THAN NINETY (90) MINUTES PER WEEK. For the purpose of this article, DIRECT 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.</p> <p>May 23, 2022: Maintained proposal.</p> | |
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Article 15B. Substitutes and Additional Coverage Requirements

Rationale: *TAAAC's proposal seeks to incorporate an MOU providing for compensation when a teacher is requested or volunteers to cover and/or absorb a class where substitutes are not secured for the day.*

| TAAAC Proposal | AACPS Counter |
|--|---|
| <p>March 21, 2022:</p> <p>A. <u>Calling</u> No absent teacher shall be required to call substitutes.</p> <p>B. When Provided Substitutes shall normally be provided for all teachers absent from their regular teaching assignment including but not exclusive to art, music, media specialists, speech and language pathologists, ESOL/ELL and physical education. No Unit 1 member will be utilized to cover a teacher vacancy, nor shall they be required to take a class for an absent teacher. Only after reasonable but unsuccessful efforts to obtain substitutes shall the principal assign teachers to other teachers' classes during their non-teaching periods.</p> <p>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 time in which the incidence occurs. Utilization of that leave will be arranged between the teachers and principal or supervisor.</p> <p>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.</p> <p>Substitutes shall be provided for teachers involved in field trips, athletic events or professional meetings</p> | <p>No counters</p> <p>May 23, 2022: Offered to extend the existing MOU with some modification.</p> <p><i>See attached.</i></p> |

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.

April 25, 2022:

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 but not exclusive to art, music, media specialists, **speech and language pathologists, ESOL/ELL** and physical education. **No Unit 1 member will be utilized to cover a teacher vacancy, nor shall they be required to take a class for an absent teacher.** 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 time 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.~~

B. When a substitute cannot be secured consistent with this provision for the Unit I employees who may volunteer to cover a class or substitute during their

preparation, i.e. planning time, absorb a portion of the absent teachers class, or cover a co-taught class alone, and/or in emergencies only are required to cover a class as described above will be compensated at \$50.00 per period or class. Teachers may not be mandated to do this during their planning time but may freely and willingly volunteer to do so. Teachers who provide close adult supervision during their preparation, i.e. planning time will be compensated at \$50 per period or class Teachers may not be mandated to do this during their planning time but may freely and willingly volunteer to do so.

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.

May 11, 2022:

Calling

No absent teacher shall be required to call substitutes.

When Provided

Substitutes shall normally be provided for all teachers **UNIT I EMPLOYEES** absent from their regular teaching assignment including but not exclusive to 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. **THE FOLLOWING SHALL OCCUR:**

- **IN THE EVENT A UNIT I EMPLOYEE IS REQUIRED TO "COVER" A CLASS DURING THEIR PLANNING PERIOD, THE EMPLOYEE SHALL BE PAID \$50.00.**
- **A NON-TEACHING OR CENTRAL OFFICE-BASED UNIT I EMPLOYEE IS REQUIRED TO "COVER" A CLASS DURING THE WORKDAY, THE EMPLOYEE SHALL BE PAID \$50.00.**
- **WHEN THERE IS ANY UNCOVERED VACANCY FOR A UNIT I EMPLOYEE THAT CAUSES A CLASS OF STUDENTS TO BE DIVIDED, THE RECEIVING**

EMPLOYEE SHALL BE PAID \$50.00. THIS INCLUDES COVERAGE FOR AN ABSENT SPECIAL EDUCATION CO-TEACHER OR THE GENERAL EDUCATION TEACHER.

- IN THE EVENT A CULTURAL ARTS/ENCORE TEACHER RECEIVES STUDENTS FROM AN ADDITIONAL CLASS OR PREVIOUSLY DIVIDED CLASS(ES), THEY SHALL BE PAID \$50.00 PER DAY.
- WHEN THERE IS ANY VACANT OR UNFILLED RELATED SERVICE PROVIDER OR SPECIAL EDUCATION POSITION, THE UNIT I EMPLOYEE WHOSE CASELOAD IS INCREASED SHALL BE PAID \$50 PER DAY.
- ANY UNIT I EMPLOYEE DESIGNATED AS TEACHER IN CHARGE DUE TO ABSENT ADMINISTRATOR(S), THE UNIT I EMPLOYEE SHALL BE PAID \$50 PER DAY.

~~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 time 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.

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.

May 23, 2022: See attached MOU with language

changes (in bold) and extension of it through FY24

Article 16B. Evaluation and Rating of Professional Staff

Rationale: *This has been a perennial proposal of the Board of Education which is desirous of removing the voting process in order to have a Department Chair serve as part of the observation process. TAAAC, consistent with the vision of the Blueprint, has moved off of its refusal to remove the vote so long as Department Chairs serve in a non-evaluative, peer coaching capacity. This language provides for this to happen.*

| TAAAC Counter | AACPS Proposal |
|---|---|
| <p>March 21, 2022:</p> <p>April 25, 2022: No Counter</p> <p>May 11, 2022: Counter</p> <p>B. <u>The Evaluation Process for Unit I Members</u></p> <p>For the purposes of Article 16BA .2 a "day" shall be defined as a duty day when both parties are on site.</p> <p>1. <u>Observations</u></p> <p>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.</p> <p>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.</p> <p>2. <u>Conferences and Written Reports</u></p> <p>Within five (5) school days of a formal observation, a private evaluation conference shall be held.</p> <p>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</p> | <p>March 21, 2022:</p> <p>B. <u>The Evaluation Process for Unit I Members</u></p> <p>For the purposes of Article 16BA .2 a "day" shall be defined as a duty day when both parties are on site.</p> <p>1. <u>Observations</u></p> <p>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.</p> <p>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.</p> <p>2. <u>Conferences and Written Reports</u></p> <p>Within five (5) school days of a formal observation, a private evaluation conference shall be held.</p> <p>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.</p> <p>3. <u>Collaborative Achievement Plan</u></p> <p>Whenever a supervisor or administrator articulates a performance related concern, a Collaborative Achievement Plan may be mutually developed and</p> |

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| are noted. | implemented with the employee. |
| <p>3. <u>Collaborative Achievement Plan</u></p> <p>Whenever a supervisor or administrator articulates a performance related concern, a Collaborative Achievement Plan may be mutually developed and implemented with the employee.</p> <p>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.</p> | <p>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.</p> |
| <p>4. <u>Department Chairperson</u></p> <p>All non-teaching department chairpersons shall engage in coaching and mentoring of peers conduct observations of teachers and participate in the evaluation process within the department upon completion of related classroom observation training. All department chairpersons engaged in coaching and mentoring are non-evaluative and are expressly precluded from communicating person-specific performance related concerns with administration, but may seek additional supports to effectively coach and mentor peers. Other department chairpersons may conduct observations of teachers and participate in the evaluation process within the department in accordance with the following guidelines:</p> <p>The chairperson must be trained in classroom observation.</p> <p>The involvement of the chairperson in the observation process must be by mutual agreement of the department chairperson and the principal.</p> <p>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.</p> <p>The chairperson is eligible to vote in the department election.</p> <p>This program will be reviewed in the summer of 2015 by</p> | <p>4. <u>Department Chairperson</u></p> <p>All non-teaching department chairpersons shall conduct observations of teachers and participate in the evaluation process within the department upon completion of related classroom observation training. Other department chairpersons may conduct observations of teachers and participate in the evaluation process within the department in accordance with the following guidelines:</p> <p>The chairperson must be trained in classroom observation.</p> <p>The involvement of the chairperson in the observation process must be by mutual agreement of the department chairperson and the principal.</p> <p>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.</p> <p>The chairperson is eligible to vote in the department election.</p> <p>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.</p> |
| <p>5. <u>Additional Conference for Pupil Services Persons</u></p> <p>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. Selected student services resource staff may be utilized for observations of student service staff in</p> | <p>5. <u>Additional Conference for Pupil Services Persons</u></p> <p>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. Selected student services resource staff may be utilized for observations of student service staff in</p> |

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| <p>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.</p> <p>5. <u>Additional Conference for Pupil Services Persons</u></p> <p>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. Selected student services resource staff may be utilized for observations of student service staff in their respective domains.</p> <p>6. <u>Advanced Studies & Programs</u></p> <p>Selected Advanced Studies and Programs resource staff may be utilized for observations of Unit I employees in their respective domains.</p> <p>May 23, 2022: Maintained counter proposal on 5/11/22.</p> | <p>their respective domains.</p> <p>6. <u>Advanced Studies & Programs</u></p> <p>Selected Advanced Studies and Programs resource staff may be utilized for observations of Unit I employees in their respective domains.</p> <p>April 25, 2022: Maintained proposal.</p> <p>May 11, 2022: Maintained proposal.</p> <p>May 23, 2022: Withdrawal of proposal.</p> |
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Article 23. Rehired Retired teacher

Rationale: *This was a proposal submitted by the County Board. While the Board wanted to the unilateral right to set salaries, TAAAC has countered with existing practice applicable to all new hires into Unit 1.*

| TAAAC Counter | AACPS Proposal/Counter |
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| <p>March 21, 2022:</p> <p>April 25, 2022: No counter.</p> <p>May 11, 2022:</p> <p>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.</p> <p>B. Salary Rehired Retired teachers shall be paid consistent with Article 3F of the Agreement.</p> | <p>March 21, 2022:</p> <p>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.</p> <p>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</p> <p>April 25, 2022: Maintained proposal.</p> |

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| <p>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</p> <p>May 23, 2022: Maintained proposal on 5/11/22.</p> | <p>May 11, 2022:</p> <p>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.</p> <p>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 Rehired Retired teachers will be given full experience credit for years of verified full-time teaching experience.</p> <p>May 23, 2022: Maintained proposal.</p> |
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Article 24. Duration of Agreement

Rationale: *Both parties are desirous of achieving a multi-year agreement with certain exceptions, particularly as it relates to development and implementation of the local Blueprint plan.*

| TAAAC Proposal/Counter | AACPS Proposal/Counter |
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| <p>March 21, 2022:</p> <p>April 25, 2022:</p> <p>May 11, 2022: Except as otherwise provided, the terms and conditions of this Agreement shall take effect July 1, 2022, and remain in effect through June 30, 2024 with the following reopeners for FY24: Salaries, Health Insurance, all topics arising out of the implementation of Blueprint for Maryland's Future mandates for FY24, and one Article may be reopened per side.</p> <p>Relative to the Blueprint, the Association and Board recognize that salaries, benefits and working conditions will be impacted through the development of the Blueprint Implementation Plan as well as the implementation of a career ladder. As a result, the Board commits to request of the Association representatives; and upon designation, the Board</p> | <p>March 21, 2022:</p> <p>April 25, 2022:</p> <p>May 11, 2022: The Board requested a 2 year agreement with compensation/healthcare, Blueprint and one (1) reopener per party. Additionally, there would be on-going conversations related to SLOs over the summer months.</p> <p>May 23, 2022: Maintained proposal.</p> |

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| <p>shall include TAAAC designated representatives as a critical stakeholder to participate in workgroups, committees, or development boards related to the Blueprint implementation impacting on working conditions outlined in the collective bargaining agreement throughout the various implementation phases.</p> <p>May 23, 2022: Maintained proposal of 5/11/22.</p> | |
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TAAAC amended and submitted in lieu of language originally proposed in Article 3Y:
**Memorandum of Understanding between the Teachers Association of Anne Arundel
County and the Board of Education of Anne Arundel County**

This memorandum memorializes an understanding between the Teachers Association of Anne Arundel County (TAAAC) and the Board of Education of Anne Arundel County (Board), regarding the use of ESSER funds to address student learning loss. The following modifications shall be made to the FY23 Negotiated Agreement.

Article 3 – Salary and Other Compensation

In order to address the direct effects of the COVID-19 pandemic on student learning loss, and aid in increasing student enrollment and engagement levels in summer educational recovery programs, the Board and TAAAC agree to temporarily increase the Unit I rate of stipend pay for direct COVID-19 qualified summer instructional work, including planning and professional development directly related to COVID-19 summer instructional programs, from \$30/hour to \$50/hour. The \$50/hour stipend rate will exclusively be paid to classroom based-employees who conduct direct COVID-19 qualified instruction (both core, enrichment, and non-core academic areas), Special Education recovery activities, and COVID-19 related mental and social/emotional counseling and supports with students and families during the summer of 2022, and summer of 2023, or when the grant funding is exhausted, expires, or if the costs are otherwise deemed to be ineligible, whichever comes first. **Related service providers employed as part of the extended school year program that qualifies for use of ESSER funds shall be paid \$60/hour during the summer of 2022, and summer of 2023,** or when the grant funding is exhausted, expires, or if the costs are otherwise deemed to be ineligible, whichever occurs first.

Stipend rates for the management of summer programs will also increase by **\$20/hour** respectively, depending on the level of supervision. Additional hours worked for activities not directly related to COVID-19 summer instruction, such as Professional Development, Team Meetings, Textbook Adoptions, and Assessment and Curriculum Writing will remain at the previously established contractual rate of pay.

Furthermore, to continue to address the effects of the COVID-19 pandemic on student learning losses, Unit I employees who provide tutoring, supplemental instruction, mental and social/emotional counseling, and/ or Special Education Recovery services for PreK-Grade 12 as well as Birth to 21 Special Education Services to students and families outside the regular duty day explicitly funded with Elementary and Secondary School Emergency Relief Grant Programs (ESSER II and ESSER III) and other similar permissible Federal and State grants shall be paid a stipend rate of **\$50/hour** for these services. **Related services providers who provide similar services beyond the regular duty day and funded with ESSER funds shall be paid a stipend rate of \$60/hour for these services.** This change in rate of pay will extend through the 2022-2023 school year, or when the grant funding is exhausted, expires, or if the costs are otherwise deemed as ineligible, whichever comes first. All other extra-curricular and additional hours worked shall remain at the previously established contractual rate of pay.

The terms and conditions of this memorandum were agreed to by the undersigned representatives of the parties on April 25, 2022.

For the Board:

For TAAAC:

Melisa D. Rawles, Esq., Chief Negotiator

Kristy K. Anderson, Chief Negotiator

Angie Kennedy-Auth, Negotiator

Russell C. Leone, Negotiator

**Memorandum of Understanding Between the Teachers Association of Anne Arundel
County
and the Board of Education of Anne Arundel County**

This memorandum memorializes an understanding between the Teachers Association of Anne Arundel County (TAAAC) and the Board of Education of Anne Arundel County (Board) to provide additional compensation for Unit I employees. As a result of ongoing challenges related to COVID-19, AACPS employees continue to have increased duties and responsibilities to ensure quality instruction and appropriate supports are provided to students. To address teacher workload, the Board and TAAAC agree to temporarily implement the following effective July 1, 2022, funded with Elementary and Secondary School Emergency Relief Grant Programs* (ESSER II and ESSER III) and other similar permissible Federal and State grants during the 2022-2023 school year, expiring on June 30, 2024.

1. Substitutes shall normally be provided for all teachers absent from their regular teaching assignment and consistent with the current Negotiated Agreement:
 - a. Only after reasonable but unsuccessful efforts to obtain a substitute, the following will occur:
 - In the event a Unit I employee is required to “cover” a class during their planning period, the employee will be paid \$50.00.
 - A non-teaching or central office-based Unit I employee is required to “cover” a class during the workday, the employee will be paid \$50.00.
 - When an uncovered vacancy for the teacher of record causes a class of students to be divided among other teachers, the receiving teacher will be paid \$50.00.
 - In the event a cultural arts/encore teacher receives students from an additional class or previously divided class(es), they will be paid \$50.00 per day. A related service provider (SLPS/OTs/PTs) is on leave or there a vacancy and the provider’s students are split amongst other providers, then the receiving providers will be paid \$50.00 per day.
 - If a caseload/class is divided for another special educator’s extended absence or there is a vacancy, then the receiving special educator will be paid \$50.00 per day.
 - If a special educator covers for another teacher who is absent (example: a biology teacher) then the special educator receives \$50.00 for covering the class. If the special educator covers for a teacher all day (elementary) the special educator receives \$50.00 for the AM session and \$50.00 for the PM session (total \$100 for the day).
 - **In a co-taught classroom, either the general educator or special educator covering for the absent colleague shall receive \$50.00 per day for covering the class(es).**
 - If a Unit I staff member, from Infants and Toddlers, who was scheduled to perform assessments takes leave, then the Unit I staff member who performs the assessments on that day shall receive \$50.00 per day.
 - If a Unit I staff member, from specialty sites and developmental centers, covers for an absent TA to ensure there is adequate coverage in the classroom the Unit I staff member shall receive \$50.00 for the AM session and \$50.00 for the PM session (total \$100 for the day).

For the Board:

For TAAAC:

Melisa D. Rawles, Esq., Chief Negotiator

Kristy Anderson, Chief Negotiator

Angie Kennedy-Auth, Negotiator

Russell C. Leone, President