This document provides additional context and rationale for the various changes in the TAAAC Contract under the tentative agreement you are voting on. These views represent those of the TAAAC Bargaining Team who unanimously recommend a “yes” vote.

This cycle was a “partial reopener,” meaning we could only bring proposals on the following topics: **compensation, coverage pay, insurance, and one other ‘wild card’ topic.** AACPS only brought proposals on compensation. This was good, because this contract contains no losses or “take-backs” from management, but it also made negotiations challenging because there were no proposals from management we could use as leverage to make gains on our priorities.

Even under these constraints, this contract makes significant improvements in compensation and expanded rights for our members.

**Compensation (Article 3):**

- **6% + 1 Experience Step**

  We began negotiations with a demand for a 10% COLA and experience step. Our argument was based on the need for wages to keep up with out-of-control inflation. This high demand, combined with our members’ advocacy, pushed the Board of Education to recommend 6% and step, the highest salary increase ever in a TAAAC contract. While this is below inflation and our initial demand, the county budget process is a political one, and after a recommendation is made to the county council, there is very little we can do at the table to increase the compensation on offer.

  We also fought for an additional 2% COLA for those at the highest salary step. However, AACPS rejected this proposal despite County Executive Steuart Pittman’s public remarks indicating he was prepared to fund the equivalent of 8%. Our team refused to convert the compensation package to an 8% COLA generally given our recent history of missed experience steps. We were disappointed and frustrated that AACPS was unwilling to consider an equivalent of a step for those at the top of the scale.

  Despite these frustrations, the team believes this is the best deal we could achieve and represents the highest ever one-year salary increase in TAAAC’s history.

- **$2000 SPED & RSP Stipend**

  The vacancy crisis impacts all our members. Special educators and related service providers, however, have more proportional vacancies than general educators and are more difficult to recruit to AACPS given the additional compensation that they receive in surrounding counties. The downstream impacts of these high vacancy rates and challenges with recruitment impact general educators as well, requiring more coverage, an increase in challenging student behaviors, and greater workloads trying to fill the service gaps.

  To alleviate this problem, we agreed to a $2000 stipend for special educators to boost recruitment and retention of this critical shortage area. This also demonstrates that AACPS is prepared to provide additional funding for other critical areas in future years, and this stipend is a response to the current moment and vacancy crisis, not a permanent preference for one type of member over another. The following item contains a major win for general educators.
Coverage Pay 2023-2024 School Year (MOU):

- New language in MOU

The Sub Memorandum of Understanding (MOU) and $50 coverage rate remains in effect for next school year, 2023-2024. Over the past two years, TAAAC has run into a myriad of problems with enforcement and interpretation. To alleviate this, we added new definitions to clarify the meaning of each section, as well as new dates and deadlines to aid in enforcement. There is also a new section that provides coverage pay for both teachers in co-taught classes, not just the special educator.

- Section (1) now contains language protecting members from an excessive number of coverages per day and imposes a requirement that schools use a rotation schedule for assigning class coverage.
- Section (3) rolls in the language from a previous Letter of Agreement that allows members to volunteer as instructor of record for additional classes.
- Section (4) clarifies that roster changes made prior to the start of the year are permanent and ineligible for coverage pay, but any vacancies that emerge mid-year that lead to collapsed classes are eligible for coverage compensation.
- Section (5) expands coverage pay for cultural arts absences to all Unit 1 employees.
- Section (6) clarifies when coverage pay for SPED and RSP absences occurs after 10 duty days.
- Section (8) is a win and improvement to the existing MOU. Coverage pay in co-taught classrooms now includes both the general educator and the special educator when one or the other is absent, not just the special educator.

Coverage Pay 2024-2025 School Year (Article 15 & MOU):

- Planning coverage $30

For decades, the TAAAC contract has contained no real compensation for class coverage, only compensatory time. At the start of COVID, AACPS agreed for the first time to coverage pay through a temporary Memorandum of Understanding, or “MOU.” This agreement always had an expiration date, however, because it was funded through federal grant “ESSER” money – it was not part of AACPS’s budget nor was it permanent language in the contract. The MOU was renewed over the past two years because ESSER funds remained to cover the $50 level of coverage.

Our team’s priority was to, finally, have permanent coverage pay in the contract not just as a temporary MOU. We demanded that AACPS continue to fund coverage at the $50 rate. AACPS countered with $25 and held firm. This was the final sticking point in negotiations, and AACPS made clear that they would not fund any more than $30. Reluctantly, we accepted this offer for three reasons: 1) it is a starting point in the contract that can be improved upon over time in future cycles, 2) a neutral arbitrator at impasse would not have
sided with our position, and 3) it is on par with permanent coverage pay in surrounding counties.

- **MOU on Volunteering as Teacher of Record**

  AACPS wanted to add permanent language allowing them to require Unit 1 members to work as teachers of record for additional sections. We refused to make this language permanent, and we refused to change this to non-voluntary.

  We settled on an extension of volunteering to serve as teacher of record into the 2024-2025 school year through a temporary MOU with a clear sunset clause, and clear language that this type of coverage remains voluntary. The reduced compensation relative to the current MOU is for the same reasons as the reduced coverage compensation described above.

**Unpaid Leave (Article 8):**

As the ‘wild card’ reopener, we came to the table with a proposal to give members an option for unpaid leave when they return from FMLA and are required to exhaust their sick leave concurrently. We provided member testimony, data, and clear reasons why it is unfair to punish employees who save their sick leave and must use it all because of a recent change to federal law. Our demand was two additional weeks of unpaid leave.

AACPS initially balked and rejected the proposal out-of-hand. After several sessions, we agreed to new language in the contract that institutes a process for members to request unpaid leave from AACPS at the exhaustion of their other forms of leave. This is a new addition to the contract, which is a serious victory, but is not as strong as we would have liked and will require member action to enforce. Denials of unpaid leave are not grievable, which means we all need to be vigilant to ensure that our members are not treated unfairly and pursue other appeal options.

That said, this is a solid starting point to progress in future negotiations.

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In summary, while no contract is ever perfect, this tentative agreement is the best contract TAAAC has seen in many years. Unlike previous recent cycles, there are no losses in this agreement, there are only improvements. In addition, 6% and step increase is the highest ever salary increase in a TAAAC contract and is higher than what surrounding counties received this year. This contract will also be in place before the start of next school year, giving our current members and new hires confidence in their compensation and rights.

This agreement sets us up to make even larger gains in future years. We return to the bargaining table next fall for a fully reopened contract, including Blueprint negotiations, where we will continue the fight to ensure all of our members are compensated and treated fairly for the heroic work we all do.

The TAAAC Bargaining Team recommends a “yes” vote on this tentative agreement.
In Solidarity,

The TAAAC Bargaining Team