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# ARTICLE 1 GENERAL PROVISIONS OF THE AGREEMENT

# A. <u>Definitions of "Board" and "TAAAC"</u>

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. <u>Definition of "Unit I member"</u>

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.

"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.

### C. Definition of "Items"

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

# D. <u>Authority of the Board</u>

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) workday 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 <a href="http://www.marylandpublicschools.org/MSDE">http://www.marylandpublicschools.org/MSDE</a>.

#### 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 Iemployee 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.

# **Interactions with Students**

Unit I employees shall maintain professional interactions with students at all times, including outside of school hours and through electronic communications.

## I. <u>Leaving School During Lunch Period</u>

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 student services personnel 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. Student services personnel 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

For fiscal year 2025, the following will occur effective July 1, 2024:

- 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 3% Cost of Living Adjustment (COLA)

#### 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. <u>Doctorate Degree</u>

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. <u>Exception for Conditional Certificate</u>

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. <u>Career Ladder</u>

Effective July 1, 2025, Anne Arundel County Public Schools (AACPS) will implement a Career Ladder in alignment with the Blueprint for Maryland's Future requirements. The Career Ladder will consist of four levels: Level 1 through Level 4, with each level reflecting progression in professional skills and responsibilities. Additional compensation enhancements will be included at each level.

# F. 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.

# G. Experience Credit

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.

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.
- 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.

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

# H. <u>Salary Scale for Counselors, Psychologists, Psychology Specialists, Speech Pathologists, Pupil Personnel</u> 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. Student services personnel 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 student services personnel 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.

#### I. Athletic Directors' Salary Scale

## 2024-25 Athletic Directors' Salary Scales

1-3	4-6	7-9	10-12	13+
11,657	13,988	16,319	18,651	20,982

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 period. The above salaries will increase by the same rates as the teacher salary scales increase.

## J. 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 in Article 3.I.(2) and Appendix B.

## 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 2024-2025

	1-3	4-6	7-9	10-12	13+
Class I	3,756	4,507	5,258	6010	6,760
Class II	3,004	3,606	4,206	4,807	5,407
Class III	2,254	2,705	3,156	6,606	4,057
Class IV	1,502	1,803	2,103	2,403	2,704
Class V	1,126	1,352	1,577	1,802	2,027
Class VI	750	901	1,051	1,200	1,351
Asst. AD	3,944	4,733	5,522	6,311	7,100

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

# Middle School Athletics:

	1 - 3	4 - 6	7 - 9	10 - 12	13+
MS Athletic Manager	\$4,080	\$4,896	\$5,712	\$6,528	\$7,344
MS Head Coach	\$1,672	\$2,007	\$2,341	\$2,675	\$3,009
MS Assistant Coach	\$1,170	\$1,405	\$1,639	\$1,873	\$2,106

The above salaries 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.

# K. Athletic Events

Unit I employees that assist in the admission of spectators and the management of athletic events will be paid \$50 per event that occurs Monday through Thursday and \$55 per event that occurs on Fridays and Saturdays.

### L. Extra-Instructional Programs

Unit I members in extra-instructional programs for which compensation is paid during the regular school year shall be paid \$30.00 per hour. (This item is not applicable to extra-curricular activities enumerated in Article 3, Item I.)

#### M. 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.

# N. <u>Compensation for Cooperating Teachers</u>

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

#### O. Payroll Deduction for Tax-Deferred Supplemental Retirement

Tax-deferred supplemental retirement programs shall be made available to Unit I members from a carrier(s) 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.

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.

## P. 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.

# Q. <u>Payroll Deduction — Savings Bonds</u>

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

## R. 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.

#### S. 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 (2) 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 I 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 I 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.

# T. 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.

# U. 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.

# V. Compensation for Summer Proceedings

10-month Unit I members who are required at the request of the school system to serve as witnesses at school related Special Education proceedings (i.e. mediations, due process hearings, and state complaint investigations) 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 proceedings with a maximum of three (3) hours of preparation. 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).

# W. Professional Development Summer Pay

10-month Unit I members will be paid \$30 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 \$225 per day for instructing professional development activities during the summer.

10-month Unit I members will be paid \$225 per day for curriculum writing.

#### X. National Board Certified Teachers

In accordance with Blueprint for Maryland's Future, the following will occur:

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.

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.

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.

#### Y. Reimbursement of ASHA Dues

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

#### Z. Special Education Stipend

A Unit I special education teacher or related service provider that provides direct instruction or services to students will receive \$2,000 on an annual basis.

# AA. New Teacher Orientation

Beginning in FY26, all new teachers are required to attend designated New Teacher Orientation activities. Teachers hired after August or employees who are unable to attend summer New Teacher Orientation activities are required to participate in orientation sessions made available from October through April.

# 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. AACPS provides healthcare plans in accordance with this negotiated agreement and applicable law.

Unit 1 employees hired after July 1, 2017, must hold a position at a minimum full-time equivalency of (0.5) to be eligible to participate in the employer provided health care plans. Current employees are grandfathered.

Employer/Employee Contribution

Current Premium Share Contribution	Effective 1/1/25	Effective 1/1/26	Effective 1/1/27
PPN/PPO - 70/30	68.5/31.5	67/33	65/35
Triple Option – 85/15	83.5/16.5	82/18	80/20
HMO – 88/12	86.5/13.5	85/15	83/17

In the CareFirst HMO and the Triple Option, the coverages of Self & Spouse or Self & Family, a monthly surcharge will be added to the employee's premium share if the spouse is covered by the AACPS plan and that spouse is eligible for healthcare insurance through his or her own employer (exemptions include but are not limited to spouses employed by AACPS or spouses that are self-employed or unemployed). The amounts of the monthly surcharge will be \$80 effective January 1, 2020.

Effective January 1, 2014, the Board/Employee premium share for all Dental Plans 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 4-tier prescription drug benefit as follows:

RX Plans	Current Retail/Mail Order Effective 1/1/20	Modification Retail/Mail Order Effective 1/1/25
Generic	\$5/\$10	\$10/\$20
Preferred Brand	\$20/\$40	\$25/\$50
Non-Preferred	\$35/\$70	\$40/\$75
Specialty	50%/\$150 maximum	30%/\$0*

<sup>\*</sup> Impacted employees must enroll in the PrudentRx Specialty Drug Copay Program.

The dollar amounts listed as copays for specialty drug are subject to caps. The actual amount due from the employee shall be either the dollar amount listed or 50% of the actual cost at the counter, whichever is less.

Healthcare coverage will expire at the end of the month in which employment ends. Continued coverage will be offered through August 31 for 10-month employees who provided early notice of resignation by April 15 and continue employment to the end of the work year.

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.

The Board will convene biannual health care meetings to review plan performance, provide funding updates, and evaluate plan design options as needed. Said meetings shall occur as needed.

# B. 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.

# C. <u>Term Life Insurance</u>

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

# D. Benefits for Part-Time Unit I Members

Part-time Unit I members hired on or before November 30, 2017, 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.

Part-time Unit I members enrolling in benefits with a hire date on or after December 1, 2017, 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.
- 0.50 to 0.749 FTE, 80% of the negotiated employer contribution.
- Less than 0.50 ineligible for coverage.

# E. Information to Unit I Members

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

# F. Separation Pay

A Unit I member employed by the AACPS prior to July 1, 2009, who retires or resigns with fifteen (15) or more years of creditable service with AACPS in accordance with the provisions of the Maryland State Teachers Retirement/Pension System shall be paid forty (\$40) dollars per day for all unused accumulated sick leave earned in AACPS. Any unused accumulated personal business leave, up to a maximum of five (5) days for 10-month Unit I members and six (6) days for 210-day Unit I members, 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.I.

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

#### G. Separation Pay Distribution Option

When a Unit I member retires, or resigns after 15 or more years of service to AACPS, 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.

# H. <u>Insurance Coverage for Authorized Travel</u>

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

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

# I. Premium Holiday

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

# ARTICLE 5 SICK LEAVE

# A. Rate of Earning

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

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

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

# B. Sick Leave Bank

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

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

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. <u>Compensation</u>

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 judgement, whereby he/she agrees to return to service in AACPS for one (1) year. If the employee fails to return an 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 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.

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 extracurricular 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.

Any additional leave of absence shall not be granted until two (2) or more years of active service has been completed with the school system.

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 two (2) days per school year with pay for observance of religious holy days where their religion prohibits working, and/or requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar and 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 up to four (4) consecutive duty 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 four (4) consecutive days must be taken on the day of the funeral, memorial or interment unless the funeral, memorial or interment occurs on a non-workday. With approval from the Superintendent or designee, one or more of the allowed days may be used at a time that is not immediately proximate to the date of death for a burial or memorial service that occurs at a later date. Upon written request from the member, stating the circumstances which made additional time necessary, the Superintendent or designee may authorize an additional day.

# 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 schoolenrollment (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. If he/she fails to make a leave election the Board will provide the Unit I member with his/her regular salary by using annual leave (if applicable) until he /she returns to work or until all available leave is exhausted. If the Unit I member elects to receive only Worker's Compensation the member may continue to receive the full benefits of hospital-medical insurance, major medical insurance and term life insurance provided the member pays the employee's share of these premiums.

#### 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 1 member may take annual leave throughout the school year upon approval by the member's immediate supervisor, provided 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.

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. <u>Assault Leave</u>

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

The Family and Medical Leave Act is incorporated into the agreement by reference.

- 1. All employees must meet the eligibility criteria set forth in the FMLA statute. There is a rebuttable presumption that school-based instructional employees, who are assigned to a full-time, 1.0 FTE have worked 1,250 hours in that year.
- 2. Eligible employees who are approved for FMLA leave are entitled to use the leave within a twelve (12) month period. The method used to establish the twelve (12) month period shall be the "twelve-month period measured forward" from the first date an employee takes FMLA leave.
- 3. FMLA shall run concurrently with other paid leave types.
- 4. FMLA leave may be used for serious health conditions of those persons covered by "illness in immediate family" as defined by this agreement.
- 5. Continuation with employee healthcare benefits will be administered in accordance with the provisions of the FMLA. An employee can elect to pay their share of healthcare premiums during the period of leave or defer payments until FMLA has ended.
- 6. Leave taken intermittently or on a reduced leave schedule is not permitted for care of/bonding with a newborn or child.
- 7. An instructional employee who begins leave more than five (5) weeks before the end of an academic term (school semester), and whose leave will last for more than two calendar weeks, may be required to continue taking leave until the end of the term if said employee would return to work within two weeks of the end of the term.
- 8. An instructional employee who begins leave within three weeks of the end of an academic term (school semester) may be required to continue taking leave until the end of the term.
- 9. Except in unusual circumstances upon return from FMLA leave, a Unit I member whose period of absence does not exceed sixty (60) duty days, will return to his/her position. When an absence extends beyond sixty (60) duty days, the Unit I member may be placed in an equivalent position in accordance with the provisions of the Act.
- 10. Employees who have accrued paid leave remaining at the conclusion of FMLA will be permitted to use that leave in accordance the negotiated agreement and AACPS leave policies, and applicable federal, state, and local law.

# M. Job Protected Alternative Leave (JPAL)

- 1. Unit I employees whose FTE does not permit them to meet the hours of service requirement under FMLA, may be eligible for alternative Job Protected Leave ("AJPL") if they work 87% of their total duty hours in the 12 months prior to the commencement of their leave.
- 2. Eligible employees who are approved for JPAL, are entitled to use 12 weeks of leave within a 12-month period. The method used to establish the twelve (12) month period shall be the "twelve-month period measured forward" from the first date an employee takes JPAL.
- 3. JPAL shall run concurrently with other paid leave types.
- 4. JPAL may be used for serious health conditions of those persons covered by "illness in immediate family" as defined by this agreement.
- 5. Continuation with employee healthcare benefits will be administered in accordance with the provision of FMLA. An employee can elect to pay their share of healthcare premiums during the period of leave or defer payments until JPAL has ended.
- 6. Intermittent leave can only be taken for a medically necessary scheduled treatment regimen (as documented via a Department of Labor certification form).

- 7. An instructional employee who begins leave more than five (5) weeks before the end of an academic term (school semester), and whose leave will last for more than two calendar weeks, may be required to continue taking leave until the end of the term if said employee would return to work within two weeks of the end of the term.
- 8. An instructional employee who begins leave within three weeks of the end of an academic term (school semester) may be required to continue taking leave until the end of the term.
- 9. Except in unusual circumstances, upon return from JPAL leave, a Unit I member whose period of absence does not exceed sixty (60) duty days, will return to his/her position. When an absence extends beyond sixty (60) duty days, the Unit I member may be placed in an equivalent position.
- 10. Employees who have accrued paid leave remaining at the conclusion of JPAL will be permitted to use that leave in accordance the negotiated agreement and AACPS leave policies, and applicable federal, state, and local law.

## N, Approved Unpaid Leave

Unit 1 employees who exhaust all forms of approved leave as described in this Agreement may, upon request to the Executive Director of Human Resources, be granted approved unpaid leave on a case-by-case basis. Approved unpaid leave under this provision shall be subject to the following criteria:

- 1. Leave shall be used in half-day increments. One half-day will equal 3.75 hours and a full day will equal 7.5 hours.
- 2. Appropriate and relevant information and/or documentation may be requested prior to the approval of unpaid leave.

This provision is not subject to the grievance procedure.

# 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. <u>Institutes and Conferences</u>

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.

- 1. To qualify, the program must meet the accreditation criteria as established in COMAR 13A.12.01.02 and lead to a degree in the critical shortage area and add the new certification endorsement area to the Maryland teaching certificate.
- 2. Request reimbursement for up to six credits per semester, including summers, for a maximum of 18 credits per reimbursement year and meet the grade requirement in Article 9(C)(2).
- 3. The reimbursement rate will be equivalent to the current UMCP graduate per credit tuition rate for up to 18 credits per reimbursement year.
- 4. The Unit 1 member will provide a written explanation of how this program will enhance his/her expertise on the job.
- 5. The Unit I member will provide a copy of the master's program of study and an official letter of acceptance from the college/university.

- 6. The Unit I member must request reimbursement for the master's program of study approved by the Executive Director of Human Resources.
- 7. Upon the Division of Human Resources' receipt of the official college/university transcript detailing the degree conferral and date, the Unit 1 member will begin a four (4) year service agreement with AACPS in the critical shortage content area subject to an available position in that area.

In the event the Unit I member does not complete the program OR separates from AACPS prior to completing the 4-year service requirement OR separates from AACPS prior to the reimbursement date, the Unit I members will reimburse AACPS for the cost of the additional tuition benefits received as a result of participation in this program. The Unit I member shall notify the Division of Human Resources, if their enrollment status in the master's program changes at any time. Notification shall occur within the same semester of said change.

# 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. <u>Personal Property Damage</u>

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 quarterly and shall submit an annual report with recommendations. The Board and TAAAC shall have an equal number of appointed members unless either waives equal representation.

#### 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 WORKLOAD

#### 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  $2\frac{1}{2}$  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  $2\frac{1}{2}$  hours in any week, any teacher affected shall have the 7.0-hour schedule(s) for one or more days reduced to compensate for this additional time.

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

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

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

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

- 1. Arrives late or leaves early, or
- 2. Reports or leaves according to an exceptional schedule worked out between the principal and the teacher. Unit I employee not assigned full time to one site shall also be required to work 37 ½ hours per week, inclusive of required travel time between schools, but exclusive of time for lunch.

Regular daily work hours totaling 37 ½ hours per week, exclusive of time for lunch, shall be established for student services personnel 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 workload for these persons may include such activities as late afternoon and evening meetings, home visitations, independent and group planning, and emergencies.

Unit I employees shall flex two (2) workdays for scheduled parent teacher conferences. A flex schedule will adjust the start and ending time of the employee's duty day. The adjusted duty day will be determined in consultation with the Faculty Advisory Council. Employee hardships will be addressed on a case by case basis.

#### B. Duty-Free Lunch

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

# C. Planning Time

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

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

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

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

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

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

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

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

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

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

Secondary teachers assigned more than three (3) course preparations shall be given reduced duties during the regular school year. Additionally, teachers assigned to more than one work location shall not be assigned more than 50% percent of allowed non-professional duties.

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

# 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 2021-2022 school year. No less than the equivalent of one and one-half (1½) workdays 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.

- 1. 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.
- Unit I employees shall be required to participate in one (1) additional evening activity of expected duration 2. of three (3) hours or less, as directed by their supervisor. The additional evening activity shall be considered part of the required workweek. The additional evening activity and date shall be determined no later than ten (10) workdays after the commencement of each semester. Guidance may be received by the supervisor from the Faculty Advisory Council (FAC). The Board agrees to compensate employees for the time spent on the additional evening activity through reduced hours equal to the time spent on the additional required evening activity, said time to be provided no later than the last day for teachers as determined by the AACPS calendar. The particular compensating time off will be identified by their supervisor and will not disrupt the student day nor require substitute coverage. In the event that a system-wide or school-based adjustment is made to Unit I work hours, the hours included in that adjustment may be applied to the hours due to be provided in exchange for the required additional evening activity. Any compensatory time for the additional evening activity that the Board has agreed to provide pursuant to this section and that has not been provided prior to the last day of the school year will be provided from the work hours on that last day for teachers as determined by the AACPS calendar. Nothing herein shall prevent the employee and the supervisor from reaching an agreement to substitute different evening activities or different reduced hours for those identified in this paragraph.

The Parties recognize that there may be unanticipated hardships that will prevent an employee from performing their additional evening activity. In such unusual cases, the matters will be addressed on a case-by-case basis and the supervisor may designate an appropriate replacement additional evening activity after consultation with the employee.

The additional required evening activity shall not include activities that are already designated for compensation under the Agreement.

#### 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 one (1) additional 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) workdays 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 12.A 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 shall begin working a 12-month schedule effective on the Counselors' first duty day in August 2018. Elementary school counselors who begin employment on or after July 1, 2011, will work a 200-day schedule. School Counselors "grandfathered" into their 12-month positions in 2012 and unable to transfer without loss of the 12-month status, will be allowed to transfer into any secondary school and maintain 12-month status. Those preferring a 200-day schedule in their current position must give notice by May 1 of each year.
- 9. International Baccalaureate DP/CP Coordinators shall work a 12-month work year.
- 10. 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.
- 11. Athletic Directors shall work a 210-day schedule.
- 12. All weekdays when the central office is open shall be duty days for 12-month Unit I members except for annual leave.

13. 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 be closed:

Independence Day Christmas Day

Labor Day

New Year's Eve New Year's Day

Primary Election Day General Election

Martin Luther King, Jr., Day G

Thanksgiving Day Friday

Friday after Thanksgiving Christmas Eve Easter Monday 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.

Attendance without loss of pay as referenced above shall require evidence of such attendance. Acceptable evidence shall be provided to the supervisor or designee and shall include any of the following:

- delegate attendance list
- · delegate credentials
- embossed workshop attendance certificate
- · workshop presenter badge

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 and IEP Progress Reports

#### 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) workdays following the end of the marking period. For the final marking period, teachers will be provided at least four (4) workdays to complete the report cards prior to the submission date which will be no sooner than four (4) workdays 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) workdays 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) workdays to complete spring reports prior to the submission date which will be no sooner than four (4) workdays before the last duty day for teachers

#### Pre-K through Grade 12 IEP Progress Reports

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

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

Unit I members working in Pre-K through Kindergarten will be required to complete interim reports or comment sheets at mid-marking period only for those students making unsatisfactory progress.

Unit 1 members working in grades 1-12, will generate interims reports using an electronic grade book and distribute to students at the mid-point of the marking period. Comments on the interims 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 two letter grades. The interim report input shall include a drop-down menu to automate the insertion of comments.

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

# O. <u>Time for Alt-MSA Administration</u>

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. Twelve (12) Month Employees Telework Pilot

During the 2025-2026 school year, 12-month Unit I employees will be granted five (5) telework days upon supervisor approval and in accordance with teleworking protocols Beginning on July 1.

# R. <u>Professional Day For Case Managers And Related Service Providers</u>

As a pilot for the 2025-2026 school year and pending funding approval, case managers and/or related service providers will be given one (1) Case Management Day at all levels per quarter (or two half-day increments) for the purpose of completing case management duties (i.e. data analysis to inform SDI resource navigation, process compliance/progress monitoring and Medicaid billing etc.) with advanced supervisor approval.

# 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 withing 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 Building Administrator.

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.

#### 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. <u>Timeline for Filling Vacancies</u>

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.

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. <u>Duties Not Contributing to Teaching</u>

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 one hundred twenty (120) minutes per week 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. <u>Transporting Students</u>

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

#### E. <u>Custodial Responsibility</u>

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

Beginning in the 2024 – 2025 school year, the following language will become effective:

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 Unit 1 employees shall be compensated for each period they are called upon to provide emergency class coverage during their scheduled planning time pending funding appropriation in the following manner:

- 1. A high school teacher who covers for a class during their individual planning period will be paid 30.00. Unit I employees will be limited to compensation for, and assignment to, one class coverage a day.
- 2. A middle school teacher who covers for a class during their individual planning period will be paid \$30.00. Unit I employees will be limited to compensation for, and assignment to, two class coverages a day.
- 3. In the event a Unit 1 elementary school-based employee is absent, and no substitute is available, and the principal divides a class between staff or covered by a teacher using their planning period, the Unit I employees to whom the students are assigned shall be paid \$30.00 for the day.

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) duty 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) duty 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.

#### 5. Additional Conference for Student Services Personnel

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.

#### 6. Advanced Studies & Programs

Selected Advanced Studies and Programs resource staff (Triple E, AVID, and Signature Programs) may be utilized for observations of Unit I employees in their respective domains.

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

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

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

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

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

#### 1. Rating Requirements

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

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.

#### 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  $\S b$  (1) (3) above; and
- 5) In any year, a principal may determine, or a tenured 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. <u>Signing of Reports</u>

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 1 employees to comment or refuse to sign shall be maintained.

## D. <u>Instructional Leaders</u>

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 and Non-tenured Members shall resign in accordance with COMAR: 13A/07.02.01.

Healthcare coverage will expire at the end of the month in which employment ends. Continued coverage will be offered through August 31 for 10-month employees who provided early notice of resignation by April 15 and continue employment to the end of the work year.

Unit I employees who are non-renewed are not required to provide an early notice of resignation to continue healthcare coverage. However, a non-tenured Unit I employee may opt to provide and early notice of resignation prior to a non-renewal action.

#### B. Failure to Give Advance Notice

Failure to resign in accordance with COMAR: 13A.07.02.01, 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 UnitI 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 the required 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 have allowed resignation in compliance with COMAR: 13A.07.02.01.
- d. An emergency or other compelling reasons that would render the imposition of these penalties severely inequitable. The question of whether and emergency or other compelling reasons has been shown would be determined by the Executive Director of Human Resources, which judgement will be exercised on a reasonable basis in light of the facts of the specific situation.

# 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. <u>Communications</u>

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 Imember(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. <u>Design and Renovation of Buildings</u>

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. <u>Curriculum Committees</u>

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. <u>Definitions</u>

The Board and TAAAC agree to 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.

#### 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 ten (10) school days file the grievance with TAAAC. If TAAAC believes that the grievance is valid, TAAAC shall within ten (10) additional school days request a hearing before the Superintendent.

The hearing date shall be scheduled within five (5) school days and held within fifteen (15) school days with the Superintendent or designee. A decision will be rendered within fifteen (15) school days following the hearing.

#### Level Three

If TAAAC finds the Level Two decision not acceptable, it shall within fifteen (15) 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. <u>Time Limit for Processing Grievances</u>

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 providing Unit I employees an opportunity to advise the principal in the development of procedures for the operation of that school.

#### B. Composition

The size of the Council shall be determined by the principal. The chairperson of the TAAAC Faculty Representatives shall be a voting ex officio member of the Council. A majority of the remaining members shall be elected by secret ballot of all Unit I employees in an election conducted by the Faculty Representative(s) and the remainder shall be appointed by the principal. Nothing in these provisions shall preclude a decision of the faculty by secret ballot election to have the entire Unit I staff act as the Council. The principal and/or designee(s) who are not members of the Council may attend meetings of the Council but shall have no vote.

#### C. Chairperson and Meeting Rules

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

#### D. TAAAC Involvement

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

### E. <u>Call of Meetings</u>

Either the principal or the chairperson, with the knowledge of the other, may call meetings of the Council, which shall be held at least monthly during the school year.

#### F. Agenda and Minutes

The agenda for each meeting shall be printed and distributed in advance to all Council members. A report of the action taken by the Council on each item shall be printed and distributed to all teachers promptly after each meeting.

#### **G.** Restriction on Procedures

No other Faculty Advisory Council procedure may be adopted in any individual school that is in conflict with this Agreement.

#### H. Term of Members

Members of the Faculty Advisory Council shall be chosen in each school during the month of June and shall serve from July 1 to June 30 of the following year. In case of resignation or transfer of an elected member, a special election shall be called to choose a successor.

#### I. FAC Handbook

TAAAC will maintain the Faculty Advisory Council Handbook and post an updated version on its website annually.

# ARTICLE 21 TAAAC RIGHTS, PRIVILEGES AND RESPONSIBILITIES

#### A. Bulletin Boards

While serving as the exclusive negotiating agent for all Unit I members employed by the Board, TAAAC shall have exclusive use of at least one bulletin board between nine (9) and twelve (12) square feet in area in each school. TAAAC agrees to confine all its postings to this bulletin board.

#### B. <u>Leave for President</u>

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 MSEA 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/MSEA/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. <u>Use of School Delivery Service</u>

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, MSEA, 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. <u>Unit I Listing</u>

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 37½ 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. Membership Dues from Other Units

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

The Board shall transmit all such dues to TAAAC.

## W. 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.

#### X. Employee Identification Number

In conjunction with the requirements set forth in Md. Code Ann., Ed.Art. §6-407.2(a)-(b), *Information required to be provided by public school employer to exclusive representative*, the board will provide de-identifier employee identification numbers in monthly reports.

#### Y. <u>Electronic Sharing of Documents</u>

The Board will maintain an electronic sharing platform (i.e. OneDrive) to make available AACPS official documents related to the administration of the Negotiated Agreement to TAAAC representative(s).

# 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. <u>Time Limits of Meetings</u>

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. <u>Confidentiality of Discussions</u>

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 noncompensation 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

Rehired Retired teachers salary shall be paid consistent with Article 3, Salary and Other Compensation.

#### 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. <u>Exclusions/Amendments to the Agreement</u>

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 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. <u>Timeline for Filling Vacancies</u>
- 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. <u>Leave for President</u>

# 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, 2024 and remain in effect through June 30, 2027.

The parties will enter into a 3-year agreement with one (1) compensation/healthcare, d and one (1) wildcard reopener per party.

The following Agreement was reached by the undersigned on October 4, 2024, and submitted for ratification to TAAAC and the Board.

For the Board:	For TAAAC:
Melisa D. Rawles, Esq., Chief Negotiator	Scot Soares, Chief Negotiator
Angie Kennedy-Auth, Negotiator	Kristina Korona/Nicole Disney-Bates, Negotiator
Michele Batten, Negotiator	Dawn Austin, Negotiator
Scott McGuire, Negotiator	Charis Cephas, Negotiator
Heidi Oliver-O'Gilvie, Negotiator	Robin Cooper, Negotiator
Shannon Pugh, Negotiator	Dyana Cronin, Negotiator
Janine Robinson, Negotiator	Cathy Flanders, Negotiator
Arda Shahverdian, Negotiator	Jill Grimm, Negotiator
	Will Johnson, Negotiator
	Marissa Raimond, Negotiator
	John Wilson, Negotiator
Following mutual ratification, the parties hereunto set the	eir hands and seals this 16 <sup>th</sup> day of October 2024.
BOARD OF EDUCATION OF ANNE ARUNDEL COU	INTY
Dr. Mark Bedell Superintendent of Schools TEACHERS ASSOCIATION OF ANNE ARUNDEL CO	Robert Silkworth President
Scott Soares Executive Director	Kristina Korona President

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## Unit I Extra-Curricular Class Scale

<u>Class</u> I	Title 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 Wrestling Coach High School Concert Band Director High School Chorus Director High School Dramatics Director High School Dance Company Director Middle School Concert Band Director Middle School Chorus Director
III	Middle School Dance Company Director  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
IV	Winter High School Cheerleader Coach High School Unified/Allied Coach  Intramural Director Middle School Yearbook Advisor Musical Production Director Senior Class Advisor
	Student Government Advisor (all secondary levels) High School Band Front Advisor

V High School Literary Magazine 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.

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

## Anne Arundel County Public Schools Unit I School Counselor Salary Scale July 1, 2025 to June 30, 2026

				lementary	School - 20	00-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
3	65,108	69,067	69,067	70,438	71,839	74,723	76,211	65,108	69,067
4	67,712	71,829	71,829	73,257	74,713	77,712	79,259	67,712	71,829
5	70,419	74,702	74,702	76,187	77,702	80,819	82,429	aca d es	
6	71,828	76,196	76,196	77,711	79,255	82,435	84,079		
7	73,266	77,721	77,721	79,264	80,841	84,085	85,760		
8	74,732	79,275	79,275	80,850	82,457	85,766	87,476		
9	76,224	80,861	80,861	82,465	84,106	87,483	89,225		
10	77,750	82,477	82,477	84,117	85,788	89,231	91,009		
11	79,304	84,125	84,125	85,797	87,505	91,017	92,829		161 111
12	80,891	85,807	85,807	87,514	89,255	92,835	94,686		
13	83,318	87,527	87,527	89,266	91,039	94,694	96,579		
14		89,276	89,276	91,050	92,861	96,586	98,510		
15	1	91,062	91,062	92,871	94,717	98,520	100,480	are r	
16		93,793	93,793	95,658	97,559	101,474	103,495		
17		95,669	95,669	97,571	99,509	103,503	105,564		-
18		97,581	97,581	99,522	101,499	105,573	107,677		
19		99,535	99,535	101,513	103,531	107,687	109,829		
20		101,524	101,524	103,542	105,602	109,838	112,025		
21		104,570	104,570	106,648	108,769	113,134	115,385		1.75
22		106,664	106,664	108,780	110,943	115,398	117,693		
23		108,797	108,797	110,957	113,163	117,703	120,049		
24		110,970	110,970	113,175	115,427	120,059	122,451		
25	1	113,191	113,191	115,438	117,735	122,461	124,899		

Anne Arundel County Public Schools Unit I School Counselor Salary Scale July 1, 2025 to June 30, 2026

			S	econdary S	School - 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
3	73,267	76,209	76,209	77,725	82,456	85,769	87,476	73,267	76,209
4	76,197	79,257	79,257	80,834	85,754	89,199	90,974	76,197	79,257
5	79,244	82,429	82,429	84,067	89,183	92,768	94,614	1	
6	80,829	84,078	84,078	85,750	90,968	94,624	96,506		
7	82,447	85,759	85,759	87,463	92,788	96,516	98,436	- VIII   1 - 1 - 1	
8	84,095	87,475	87,475	89,213	94,642	98,446	100,404		
9	85,779	89,223	89,223	90,997	96,535	100,416	102,413		
10	87,492	91,009	91,009	92,818	98,468	102,423	104,461		
11	89,242	92,828	92,828	94,673	100,435	104,472	106,550	1,45	
12	91,028	94,684	94,684	96,569	102,444	106,563	108,681		
13	93,758	96,578	96,578	98,498	104,495	108,693	110,854		
14		98,509	98,509	100,468	106,582	110,868	113,071		
15		100,480	100,480	102,479	108,713	113,085	115,333		
16		103,494	103,494	105,553	111,975	116,478	118,793	726	
17		105,563	105,563	107,663	114,216	118,806	121,168		
18		107,676	107,676	109,817	116,499	121,184	123,592		
19		109,829	109,829	112,011	118,829	123,606	126,065		
20		112,025	112,025	114,254	121,205	126,078	128,585		
21		115,385	115,385	117,681	124,843	129,860	132,442		
22		117,692	117,692	120,034	127,340	132,457	135,091		
23		120,048	120,048	122,434	129,885	135,109	137,792		
24		122,449	122,449	124,882	132,485	137,811	140,550		
25		124,898	124,898	127,381	135,134	140,565	143,362		

				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
3	61,703	65,452	65,452	66,750	69,433	72,218	73,657	61,703	65,452
4	64,171	68,071	68,071	69,421	72,210	75,108	76,601	64,171	68,071
5	66,739	70,792	70,792	72,198	75,098	78,114	79,666		
6	68,073	72,211	72,211	73,641	76,600	79,677	81,260		
7	69,436	73,654	73,654	75,116	78,131	81,267	82,885	1.57	
8	70,825	75,125	75,125	76,618	79,695	82,893	84,541		
9	72,240	76,630	76,630	78,151	81,288	84,553	86,232	5.30 A	
10	73,684	78,162	78,162	79,712	82,913	86,243	87,957		
11	75,158	79,727	79,727	81,307	84,573	87,969	89,717		
12	76,662	81,320	81,320	82,934	86,261	89,726	91,512		
13	78,961	82,947	82,947	84,590	87,989	91,521	93,339		
14		84,604	84,604	86,284	89,748	93,352	95,207		
15		86,299	86,299	88,010	91,544	95,219	97,109		
16		88,884	88,884	90,649	94,289	98,076	100,024		
17		90,665	90,665	92,462	96,175	100,037	102,027		
18		92,478	92,478	94,313	98,097	102,037	104,065		
19		94,327	94,327	96,198	100,059	104,078	106,147	5 100	
20		96,213	96,213	98,124	102,062	106,161	108,271		
21		99,098	99,098	101,066	105,124	109,345	111,517	1001	1 2
22		101,081	101,081	103,088	107,227	111,531	113,748		
23	1	103,103	103,103	105,147	109,372	113,762	116,024	86.7	
24		105,166	105,166	107,251	111,558	116,038	118,345		
25		107,268	107,268	109,397	113,790	118,358	120,712		

				Uni	t 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
3	62,350	66,138	66,138	67,451	70,159	72,976	74,426	62,350	66,138
4	64,844	68,784	68,784	70,148	72,965	75,896	77,403	64,844	68,784
5	67,437	71,536	71,536	72,954	75,883	78,931	80,498		
6	68,786	72,966	72,966	74,412	77,401	80,511	82,110		
7	70,162	74,425	74,425	75,903	78,950	82,119	83,751		
8	71,565	75,914	75,914	77,420	80,528	83,763	85,426		
9	72,997	77,432	77,432	78,969	82,138	85,435	87,136		
10	74,457	78,980	78,980	80,548	83,781	87,147	88,877		
11	75,945	80,559	80,559	82,159	85,459	88,891	90,656		
12	77,464	82,171	82,171	83,801	87,167	90,668	92,470		
13	79,788	83,816	83,816	85,478	88,911	92,480	94,318		
14		85,490	85,490	87,186	90,688	94,329	96,203		
15		87,202	87,202	88,931	92,501	96,217	98,130		
16		89,816	89,816	91,599	95,278	99,101	101,074		
17		91,613	91,613	93,430	97,184	101,083	103,095		
18		93,445	93,445	95,300	99,125	103,106	105,158		
19		95,313	95,313	97,206	101,109	105,168	107,258		
20		97,220	97,220	99,150	103,130	107,271	109,405		
21		100,138	100,138	102,125	106,225	110,489	112,686		
22		102,140	102,140	104,167	108,350	112,701	114,940		
23		104,182	104,182	106,250	110,517	114,953	117,239		
24		106,268	106,268	108,375	112,725	117,252	119,583		
25		108,391	108,391	110,543	114,981	119,596	121,976		

				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
3	62,996	66,823	66,823	68,149	70,887	73,733	75,198	62,996	66,823
4	65,516	69,496	69,496	70,877	73,721	76,680	78,207	65,516	69,496
5	68,136	72,276	72,276	73,711	76,670	79,749	81,335	Marie II.	
6	69,498	73,721	73,721	75,185	78,204	81,342	82,959		
7	70,888	75,195	75,195	76,690	79,766	82,970	84,621		
8	72,305	76,699	76,699	78,221	81,365	84,629	86,314		
9	73,751	78,234	78,234	79,787	82,991	86,323	88,038		
10	75,228	79,800	79,800	81,382	84,650	88,049	89,798		
11	76,732	81,395	81,395	83,011	86,344	89,811	91,595		
12	78,267	83,022	83,022	84,672	88,069	91,607	93,428		
13	80,615	84,684	84,684	86,364	89,830	93,439	95,298		
14		86,378	86,378	88,092	91,629	95,308	97,202		
15		88,103	88,103	89,854	93,458	97,213	99,147		
16		90,747	90,747	92,548	96,264	100,129	102,121		
17		92,562	92,562	94,400	98,191	102,132	104,165	1.0	
18		94,413	94,413	96,287	100,154	104,174	106,246		
19		96,302	96,302	98,213	102,157	106,258	108,369		
20		98,229	98,229	100,178	104,201	108,384	110,540		
21		101,174	101,174	103,184	107,326	111,634	113,856		
22		103,198	103,198	105,246	109,473	113,867	116,131		
23		105,262	105,262	107,354	111,662	116,145	118,454	120	
24		107,367	107,367	109,499	113,896	118,470	120,823		
25		109,515	109,515	111,689	116,171	120,838	123,240		

				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
3	65,108	69,067	69,067	70,438	71,839	74,723	76,211	65,108	69,067
4	67,712	71,829	71,829	73,257	74,713	77,712	79,259	67,712	71,829
5	70,419	74,702	74,702	76,187	77,702	80,819	82,429		
6	71,828	76,196	76,196	77,711	79,255	82,435	84,079		
7	73,266	77,721	77,721	79,264	80,841	84,085	85,760		
8	74,732	79,275	79,275	80,850	82,457	85,766	87,476		
9	76,224	80,861	80,861	82,465	84,106	87,483	89,225		
10	77,750	82,477	82,477	84,117	85,788	89,231	91,009		
11	79,304	84,125	84,125	85,797	87,505	91,017	92,829		
12	80,891	85,807	85,807	87,514	89,255	92,835	94,686		
13	83,318	87,527	87,527	89,266	91,039	94,694	96,579		
14		89,276	89,276	91,050	92,861	96,586	98,510		
15		91,062	91,062	92,871	94,717	98,520	100,480		
16		93,793	93,793	95,658	97,559	101,474	103,495		
17		95,669	95,669	97,571	99,509	103,503	105,564		
18		97,581	97,581	99,522	101,499	105,573	107,677		
19		99,535	99,535	101,513	103,531	107,687	109,829		
20		101,524	101,524	103,542	105,602	109,838	112,025		
21		104,570	104,570	106,648	108,769	113,134	115,385		
22		106,664	106,664	108,780	110,943	115,398	117,693		
23		108,797	108,797	110,957	113,163	117,703	120,049		
24		110,970	110,970	113,175	115,427	120,059	122,451		
25		113,191	113,191	115,438	117,735	122,461	124,899		

				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
3	68,364	72,520	72,520	73,961	75,432	78,457	80,020	68,364	72,520
4	71,097	75,420	75,420	76,919	78,448	81,597	83,220	71,097	75,420
5	73,941	78,438	78,438	79,995	81,586	84,860	86,550		
6	75,420	80,006	80,006	81,595	83,218	86,557	88,279		
7	76,928	81,608	81,608	83,229	84,883	88,290	90,047		
8	78,468	83,239	83,239	84,893	86,580	90,055	91,849		
9	80,037	84,904	84,904	86,589	88,312	91,857	93,684		
10	81,638	86,602	86,602	88,321	90,078	93,692	95,559		
11	83,270	88,334	88,334	90,089	91,879	95,566	97,469		
12	84,937	90,102	90,102	91,888	93,717	97,477	99,418		
13	87,484	91,903	91,903	93,728	95,590	99,428	101,408		
14		93,740	93,740	95,602	97,504	101,417	103,437		
15		95,616	95,616	97,516	99,453	103,444	105,503		
16		98,484	98,484	100,438	102,436	106,548	108,670		
17		100,454	100,454	102,449	104,487	108,679	110,841		
18		102,462	102,462	104,498	106,575	110,851	113,060		
19		104,510	104,510	106,585	108,706	113,069	115,320		
20		106,604	106,604	108,718	110,883	115,329	117,627		
21		109,801	109,801	111,981	114,209	118,792	121,156		
22		111,994	111,994	114,221	116,492	121,166	123,580		
23		114,235	114,235	116,505	118,822	123,590	126,048		
24		116,520	116,520	118,834	121,199	126,061	128,571		
25		118,852	118,852	121,211	123,624	128,582	131,142		

				Unit	1 - 12 Montl	n			
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
3	73,267	76,209	76,209	77,725	82,456	85,769	87,476	73,267	76,209
4	76,197	79,257	79,257	80,834	85,754	89,199	90,974	76,197	79,257
5	79,244	82,429	82,429	84,067	89,183	92,768	94,614		
6	80,829	84,078	84,078	85,750	90,968	94,624	96,506		
7	82,447	85,759	85,759	87,463	92,788	96,516	98,436		
8	84,095	87,475	87,475	89,213	94,642	98,446	100,404		
9	85,779	89,223	89,223	90,997	96,535	100,416	102,413		
10	87,492	91,009	91,009	92,818	98,468	102,423	104,461		
11	89,242	92,828	92,828	94,673	100,435	104,472	106,550		
12	91,028	94,684	94,684	96,569	102,444	106,563	108,681		
13	93,758	96,578	96,578	98,498	104,495	108,693	110,854		
14		98,509	98,509	100,468	106,582	110,868	113,071		
15		100,480	100,480	102,479	108,713	113,085	115,333		
16		103,494	103,494	105,553	111,975	116,478	118,793		
17		105,563	105,563	107,663	114,216	118,806	121,168		
18		107,676	107,676	109,817	116,499	121,184	123,592		
19		109,829	109,829	112,011	118,829	123,606	126,065		
20		112,025	112,025	114,254	121,205	126,078	128,585		
21		115,385	115,385	117,681	124,843	129,860	132,442		
22		117,692	117,692	120,034	127,340	132,457	135,091		
23		120,048	120,048	122,434	129,885	135,109	137,792		
24		122,449	122,449	124,882	132,485	137,811	140,550		
25		124,898	124,898	127,381	135,134	140,565	143,362		

## **Anne Arundel County Public Schools**

Unit I Specialist Salary Scale July 1, 2025 to June 30, 2026

Step	Pupil Personnel Worker 12-MONTH	School Psychologist 12-MONTH	Social Worker 200-DAY	Social Worker	Speech Pathologist OT/PT 191-DAY	Speech Pathologist OT/PT 195-DAY	Speech Pathologist OT/PT 12-MONTH
3	92,363	92,363	71,839	82,456	74,763	76,325	87,956
4	96,057	96,057	74,713	85,754	77,753	79,381	91,474
5	99,900	99,900	77,702	89,183	80,863	82,557	95,132
6	101,897	101,897	79,256	90,968	82,479	84,208	97,034
7	103,934	103,934	80,841	92,788	84,129	85,893	98,976
8	106,013	106,013	82,457	94,642	85,811	87,608	100,958
9	108,132	108,132	84,106	96,535	87,528	89,361	102,974
10	110,295	110,295	85,789	98,468	89,278	91,148	105,034
11	112,504	112,504	87,505	100,435	91,065	92,971	107,134
12	114,752	114,752	89,255	102,444	92,885	94,831	109,276
13	117,048	117,048	91,040	104,495	94,742	96,727	111,462
14	119,388	119,388	92,861	106,582	96,638	98,661	113,691
15	122,969	122,969	94,717	108,713	99,537	101,622	117,103
16	126,659	126,659	97,560	111,975	102,523	104,671	120,615
17	129,193	129,193	99,509	114,216	104,573	106,762	123,028
18	131,775	131,775	101,499	116,499	106,666	108,900	125,488
19	134,411	134,411	103,531	118,829	108,800	111,076	127,999
20	137,100	137,100	105,602	121,205	110,972	113,299	130,558
21	140,528	140,528	108,769	124,843	113,748	116,130	133,822
22	141,933	141,933	110,943	127,340	114,887	117,293	135,160
23	143,353	143,353	113,163	129,885	116,036	118,466	136,513
24	144,786	144,786	115,427	132,485	117,194	119,649	137,878
25	146,232	146,232	117,735	135,134	118,367	120,845	139,257

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.



Note: The salary of a Level 1, 2, and 3 teacher working more than 191 days (e.g., Department Chair) will be adjusted on a per diem basis. There is a separate salary scale for eligible 12-month employees.

					Retention Level	n Level			
		А	8	)	O	3	F	9	H
evel 1	Level 1 State Certified Teacher	\$62,830	64,375	66,847	68,186	\$62,830 64,375 66,847 68,186 69,525 70,864	70,864		1
	A: Pursuing NBC	trance	Cr 40F	77 165	700 00	C 1 0 T	74 40	200 07	14.470
evel 2	Level 2 B: Pursuing Master's Degree	\$04,000	65,405	67,465	68,804	\$04,000 05,405 07,405 08,804 70,143 71,482 72,821 74,100	/1,482	17871	/4,160
	C: Master's Degree	\$66,950	68,495	71,070	72,512	\$66,950 68,495 71,070 72,512 73,954 75,396 76,838 78,280	75,396	76,838	78,280

			Salary Band
			\$78,280–122,199 base salary (+Step Equivalent annual increase <sup>2</sup> )
	:	A: First Year	+\$10,000
Level 3	National Board Certification or a Master's degree in a	B: 1st Maintenance of Certificate	+\$10,000 + 8,000
(191 days)	content area without a	C: 2 <sup>nd</sup> Maintenance of Certificate	+\$10,000 + 8,000 + 7,000
		D: 3 <sup>rd</sup> Maintenance of Certificate	+\$10,000 + 8,000 + 7,000 + 6,000
			\$79,920–124,759 base salary (+Step Equivalent annual increase <sup>2</sup> )
		A: First Year	+\$5,000 + 10,000
	Lead Teacher: NBC	B: 1st Maintenance of Certificate¹	+\$5,000 + 10,000 + 8,000 + 8,000
	Elementary/Secondary	C: 2 <sup>nd</sup> Maintenance of Certificate	+\$,5000 + 10,000 + 8,000 + 7,000 low-performing schools
		D: 3 <sup>rd</sup> Maintenance of Certificate	+\$5,000 + 10,000 + 8,000 + 7,000 + 6,000
Level 4 (195 days)		A: First Year	+\$10,000 + 10,000
	Dictinguichod Tochor	B: 1st Maintenance of Certificate	+\$10,000 + 10,000 + 8,000 + 8,000
	Distilly distilled reacher	C: 2 <sup>nd</sup> Maintenance of Certificate	+\$10,000 + 10,000 + 8,000 + 7,000 low-performing schools
		D: 3 <sup>rd</sup> Maintenance of Certificate	+\$10,000 + 10,000 + 8,000 + 7,000 + 6,000
	Professor		—To be Determined—



<sup>1</sup> The first Maintenance of Certificate (MOC) earned December 2021 or later

<sup>2</sup> Subject to full Unit 1 Step funding

Benefit	BlueChoice (HMO) "Open Access" Plan	BlueChoice (HMO) Low Option "Open Access" Plan	Level 1
Acupuncture Services	\$15 co-pay, 24 visits per calendar year	Not covered (except when approved or authorized by plan when used for anesthesia)	\$10 co-pay, 24 visits per calendar year
Chiropractic Services	\$15 co-pay, 20 visits per calendar year	Office Setting – Deductible, then \$40/visit; 20 visits per calendar year	\$10 co-pay (limited to 20 visits per year)
Dental Services as a result of an accidental injury	No co-pay – Covered for accidental bodily injury or to correct congenital anomalies	100% Allowed Benefit after deductible	No co-pay covered for accidental bodily injury or to α congenital anomalies
Diagnostic, Lab Services, X-ray	Covered in full for x-rays and lab services (Lab Corp only) Other diagnostic – \$15 co-pay (eg., MRIs)	Non-routine, office setting; \$40 co-pay/visit (Lab Corp only for lab services)	Lab no co-pay (Lab Corp only) Other diagnostic – \$10 co-pay
Durable Medical Equipment	100% Allowed Benefit	50% Allowed Benefit after deductible	100% Allowed Benefit
Emergency Room Visits	Medical Emergency – \$85 co-pay, waived if admitted   Urgent Care Centers – \$10 PCP co-pay/\$15 Specialist co-pay	\$300 co-pay after deductible (waived if admitted) Urgent Care Centers – \$100 co-pay after deductible	\$85 co-pay (waived if admitted) Urgent Care Centers – \$10 co-pay
Family Planning/Fertility (subject to state mandate)	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)	Processed under Level 2
Hearing Exams/Hearing Aids	Hearing exam – \$10 co-pay. Aids – 100% Allowed Benefit for each ear; member may be balance billed up to total charge. 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); member may be balance billed up to total charge.	Hearing exam – \$10 co-pay. Aids – 100% Allowed Benefit for each ear; member may be balance bille to total charge. Benefit once every 36 months.
Hospitalization (Inpatient)/ Surgery	Covered in full	30% Allowed Benefit after deductible	No co-pay
Inpatient Nervous and Mental; Alcohol/Substance Abuse	Contact CareFirst Assist for pre-authorization at 1-800-245-7013.	Contact CareFirst Assist for pre-authorization at 1-800-245-7013. 30% Allowed Benefit after deductible	No co-pay
Outpatient Nervous and Mental; Alcohol/Substance Abuse	No pre-authorization required. Contact CareFirst Assist for provider network information at 1-800-245-7013. \$10 co-pay per visit.	Office Setting – \$30 co-pay after deductible	No pre-authorizat \$10 co-pay per visit
Maternity Care	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	No co-pays required for prenatal services. Hospitalization covered at 100% of Allowed Benefi
Outpatient Surgery	\$10 co-pay PCP; \$15 co-pay specialist	Office Setting – \$30 PCP co-pay/\$40 Specialist co-pay	(ed-co-)15
Physical Therapy	\$15 co-pay; 30 visits/per condition/per calendar year	Office Setting – \$40 co-pay; limited to 30 days/condition/ benefit period; combined with speech & occupational therapy	\$10 co-pay (limited to 30 visits/per condition/per)
Prescription Drug (CVS CAREMARK) (includes diabetic supplies)	RETAIL: \$5 generic/\$20 preferred brand/\$35 non-preferred brand Units 1-4: 50% coinsurance up to a max of \$75 specialty* Units 5 & 6: \$75 specialty*  MAIL ORDER or CVS RETAIL MAINTENANCE CHOICE: \$10 generic/\$40 preferred brand/\$70 non-preferred brand Units 1-4: 50% coinsurance up to a max of \$150 specialty*  "Specialty may require pre-authorization	RETAIL: \$500 deductible, then: \$15 generic/\$35 preferred brand/\$60 non-preferred brand; specialty* – 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; specialty* – 50% coinsurance up to a max payment of \$300 (90 days)  *Specialty may require pre-authorization	Units
Routine Physicals	No co-pay	No co-pay	No co-pay
Vision Care	\$10 co-pay through Davis Vision Providers – Optometrists or Opthamologists. 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	\$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.	\$10 co-pay through Davis Vision Providers — Optometrists or Opthamologists. Limited to one examination per calendar year. Discounts on glasse: contact lenses from participating Davis Vision Provi

• • • • • • • • • • • • • • • • • • • •	CareFirst/BCBS Preferre	CareFirst/BCBS Preferred ProviderNetwork (PPN)
Penelli	In-Network	Out-of-Network
Acupuncture Services	\$15 co-pay for preferred provider.	80% of Allowed Benefit, after deductible.
Chiropractic Services	\$15 co-pay in-network. Unlimited visits.	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 office setting – \$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 CareFirst Assist for pre-a	Contact CareFirst Assist for pre-authorization at 1-800-245-7013.
Outpatient Nervous and Mental; Alcohol/Substance Abuse	No pre-authorization required. Contact CareFirst Assist for provider network information at 1-800-245-7013. \$15 co-pay per visit	No pre-authorization required. Contact CareFirst Assist for provider network information at 1-800-245-7013.
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 (CVS CAREMARK) (includes diabetic supplies)	RETAIL: \$5 generic/\$20 preferred brand/\$35 non-preferred brand Units 1–4: 50% coinsurance up to a max of \$75 specialty*   Units 5 & 6: \$75 specialty* MAIL ORDER or CVS RETAIL MAINTENANCE CHOICE: \$10 generic/\$40 preferred brand/\$70 non-preferred brand Units 1–4: 50% coinsurance up to a max of \$150 specialty*   Units 5 & 6: \$150 specialty* * \$pecialty may require pre-authorization	rred brand ilty*   Units 5 & 6: \$75 specialty* rrand ialty*   Units 5 & 6: \$150 specialty*
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.



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Benefit	BlueChoice (HMO) "Open Access" Plan	BlueChoice (HMO) Low Option "Open Access" Plan	Level 1
Acupuncture Services	\$15 co-pay, 24 visits per calendar year	Not covered (except when approved or authorized by plan when used for anesthesia)	\$10 co-pay, 24 visits per calendar year
Chiropractic Services	\$15 co-pay, 20 visits per calendar year	Office Setting – Deductible, then \$40/visit; 20 visits per calendar year	\$10 co-pay (limited to 20 visits per year)
Dental Services as a result of an accidental injury	No co-pay – Covered for accidental bodily injury or to correct congenital anomalies	100% Allowed Benefit after deductible	No co-pay covered for accidental bodily injury or to α congenital anomalies
Diagnostic, Lab Services, X-ray	Covered in full for x-rays and lab services (Lab Corp only) Other diagnostic — \$15 co-pay (eg., MRIs)	Non-routine, office setting; \$40 co-pay/visit (Lab Corp only for lab services)	Lab no co-pay (Lab Corp only) Other diagnostic – \$10 co-pay
Durable Medical Equipment	100% Allowed Benefit	50% Allowed Benefit after deductible	100% Allowed Benefit
Emergency Room Visits	Medical Emergency – \$85 co-pay, waived if admitted Urgent Care Centers – \$10 PCP co-pay/\$15 Specialist co-pay	\$300 co-pay after deductible (waived if admitted) Urgent Care Centers – \$100 co-pay after deductible	\$85 co-pay (waived if admitted) Urgent Care Centers – \$10 co-pay
Family Planning/Fertility (subject to state mandate)	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)	Processed under Level 2
Hearing Exams/Hearing Aids	Hearing exam – \$10 co-pay. Aids – 100% Allowed Benefit for each ear; member may be balance billed up to total charge. 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); member may be balance billed up to total charge.	Hearing exam – \$10 co-pay. Aids – 100% Allowed Benefit for each ear; member may be balance bille to total charge. Benefit once every 36 months.
Hospitalization (Inpatient)/ Surgery	Covered in full	30% Allowed Benefit after deductible	No co-pay
Inpatient Nervous and Mental; Alcohol/Substance Abuse	Contact CareFirst Assist for pre-authorization at 1-800-245-7013.	Contact CareFirst Assist for pre-authorization at 1-800-245-7013.30% Allowed Benefit after deductible	Ved-62 oN
Outpatient Nervous and Mental; Alcohol/Substance Abuse	No pre-authorization required. Contact CareFirst Assist for provider network information at 1-800-245-7013. \$10 co-pay per visit.	Office Setting – \$30 co-pay after deductible	No pre-authorizat \$10 co-pay per visit
Maternity Care	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	No co-pays required for prenatal services. Hospitalization covered at 100% of Allowed Benefi
Outpatient Surgery	\$10 co-pay PCP; \$15 co-pay specialist	Office Setting – \$30 PCP co-pay/\$40 Specialist co-pay	\$10 co-pay
Physical Therapy	\$15 co-pay; 30 visits/per condition/per calendar year	Office Setting – \$40 co-pay, limited to 30 days/condition/ benefit period; combined with speech & occupational therapy	\$10 co-pay (limited to 30 visits/per condition/per )
Prescription Drug (CVS CAREMARK) (includes diabetic supplies)	RETAIL: \$5 generic/\$20 preferred brand/\$35 non-preferred brand Units 1-4: 50% coinsurance up to a max of \$75 specialty* Units 5 & 6: \$75 specialty*  MAIL ORDER or CVS RETAIL MAINTENANCE CHOICE: \$10 generic/\$40 preferred brand/\$70 non-preferred brand Units 1-4: 50% coinsurance up to a max of \$150 specialty* Units 5 & 6: \$150 specialty*  *Specialty may require pre-authorization	RETAIL: \$500 deductible, then: \$15 generic/\$35 preferred brand/\$60 non-preferred brand; specialty* – 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; specialty* – 50% coinsurance up to a max payment of \$300 (90 days)  *Specialty may require pre-authorization	Units
Routine Physicals	No co-pay	No co-pay	No co-pay
Vision Care	\$10 co-pay through Davis Vision Providers — Optometrists or Opthamologists. 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	\$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.	\$10 co-pay through Davis Vision Providers – Optometrists or Opthamologists. Limited to one examination per calendar year. Discounts on glasse: contact lenses from participating Davis Vision Provi

13	CareFirst/BCBS Preferred ProviderNetwork (PPN)	ProviderNetwork (PPN)
beneilt	In-Network	Out-of-Network
Acupuncture Services	\$15 co-pay for preferred provider.	80% of Allowed Benefit, after deductible.
Chiropractic Services	\$15 co-pay in-network. Unlimited visits.	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 office setting – \$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 CareFirst Assist for pre-authorization at 1-800-245-7013.	uthorization at 1-800-245-7013.
Outpatient Nervous and Mental; Alcohol/Substance Abuse	No pre-authorization required. Contact CareFirst Assist for provider network information at 1-800-245-7013.	No pre-authorization required. Contact CareFirst Assist for provider network information at 1-800-245-7013. 80% of Allowed Benefit after deductible.
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 (CVS CAREMARK) (includes diabetic supplies)	RETAIL: \$5 generic/\$20 preferred brand/\$35 non-preferred brand Units 1-4: 50% coinsurance up to a max of \$75 specialty*   Units 5 & 6: \$75 specialty* MAIL ORDER or CVS RETAIL MAINTENANCE CHOICE: \$10 generic/\$40 preferred brand/\$70 non-preferred brand Units 1-4: 50% coinsurance up to a max of \$150 specialty*   Units 5 & 6: \$150 specialty* * Specialty may require pre-authorization	rred brand alty*   Units 5 & 6: \$75 specialty* orand ialty*   Units 5 & 6: \$150 specialty*
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.



# 2021 Medical I

# **Dental Options**

## Active Employees and Retirees

	CareFirst Traditional	CareFirst PPO		Concordia Plus DHMO MD/ DC2060*	
Benefits		In-Nework	Out-of-Network	In-Network	
	Plan Pays	Plan Pays	Plan Pays	Plan Pays	
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	4	1,500	None/See note 2	
Ortho Lifetime Maximum	\$1,500	4	51,500	See note 3	

#### (AB Allowed Benefit)

Under the Concordia Plus DHMO (MD/DC 2060\*) Plan, out-of-network services are reimbursed up to a maximum amount, based on the fee schedule provided by United Concordia.

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.

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.

<sup>\*</sup> 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.

<sup>\*\*</sup> After Deductible

# **Vision Options**

## Active Employees and Retirees

#### Summary of Benefits: Select Vision/BlueVision Plus

	Select Vision (includes in- & out-of-network benefits) Plan Pays	BlueVision Plus You Pay
Network	Select Vision	Davis Vision*
Routine Eye Exam	100% of Allowed Benefit	No Copay
Frames	\$45.00	Plan pays up to \$45 or up to \$95 at Visionworks (plus 20% discount on balance with all Davis Vision Providers)
Single Vision Lenses	\$52.00	No Copay
Bifocal Lenses	\$82.00	No Copay for lined bifocals
Trifocal Lenses	\$101.00	No Copay for lined trifocals
Contact Lenses (Instead of Glasses—Cosmetic)	\$97.00	Plan pays up to \$97
Contact Lenses (Medically Indicated**)	\$352.00	Plan pays up to \$352
ADDITIONAL LENS OPTIONS <sup>1</sup>		
Tinting of Plastic Lenses (Solid/Gradient)	N/A	\$15
Scratch-Resistant Coating Polycarbonate Lenses (Children***/Adults)	N/A	Covered \$0/\$35
Ultraviolet Coating	N/A	\$15
Blue Light Filtering	N/A	\$15
Anti-Reflective Coating (Standard/Premium/Ultra/ Ultimate)	N/A	\$40/\$55/\$69/\$85
Progressive Lenses (Standard/Premium/Ultra/ Ultimate)	N/A	\$65/\$105/\$140/\$175
High-Index Lenses (1.67/1.74)	N/A	\$60/\$120
Polarized Lenses	N/A	\$75
Plastic Photochromic Lenses	N/A	\$70
Scratch Protection Plan (Single Vision, Multifocal Lenses)	N/A	\$20   \$40
Blended Segment Lenses	N/A	\$20
Photochromic Lenses	N/A	\$20
Oversized Lenses	N/A	Covered

<sup>\*</sup> The Davis Vision Network has 94,000+ providers nationwide including Retailers (Walmart, Sam's Club, Costco, Vision Works, Target, JC Penney, My Eye Dr., Pearle Vision and America's Best), 1-800-CONTACTS and glasses.com.

#### **BlueVision Plus Exclusions**

The following services are excluded from coverage:

- 1. Diagnostic services, except as listed in What's Covered under the Evidence of Coverage.
- 2. Medical care or surgery. Covered services related to medical conditions of the eye may be covered under the Evidence of Coverage.
- 3. Prescription drugs obtained and self-administered by the Member for outpatient use unless the prescription drug is specifically covered under the Evidence of Coverage or a rider or endorsement purchased by your Group and attached to the Evidence of Coverage.
- 4. Services or supplies not specifically approved by the Vision Care Designee where required in What's Covered under the Evidence of Coverage.
- 5. Orthoptics, vision training and low vision aids.
- 6. Replacement, within the same benefit period of frames, lenses or contact lenses that were lost.
- 7. Non-prescription glasses, sunglasses or contact lenses.
- 8. Vision Care services for cosmetic use.

<sup>&</sup>quot;Following cataract surgery or when visual acuity is correctable to at least 20/70 in the better eye only by use of contact lenses.

<sup>\*\*\*</sup> Polycarbonate lenses are covered for dependent children, monocular patients and patients with prescriptions +/- 6.00 diopters or greater.

<sup>&</sup>lt;sup>1</sup> These services or supplies are not considered covered benefits under the Plan. This portion of the Plan is not an insurance product. As of 4/1/14, some providers in Maryland and Virginia may no longer provide these discounts.

#### **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 carefirst.com/aacps 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.

#### **Summary of Benefits**

(12-month benefit period)

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

- ¹ 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)

Please note: Not all services are covered by your benefits contract. This plan summary is for comparison purposes only and does not create rights not given through the benefit plan. All benefits are subject to the provisions stipulated in the CareFirst BlueCross BlueShield Vision contract. CareFirst BlueCross BlueShield does not warrant the quality of vision services or materials.

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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. <u>Definition - Sick Leave</u>

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 an appropriately licensed medical/psychiatric or mental health care provider; 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 medical doctor 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 Medical Information Form 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 the 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, facsimiles, texts, or emails 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, other available personal leave or leave without pay. The SLB does not cover the initial ten (10) consecutive work (duty) days.

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 medical doctor or certified appropriately licensed medical/psychiatric or mental health care provider attest that the employee is actively seeking and receiving treatment from a medical provider for the condition.

#### SICK LEAVE BANK 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, by mail, or online.

#### 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. <u>Denial and Appeal</u>

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. <u>Current Membership</u>

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 after the first day of absence has occurred. No applications will be considered prior to an employee's first day of absence. All completed forms must be received by the SLBAC within thirty (30) days of the first day of eligibility. The first day of eligibility for the initial grant is either the first unpaid day of absence due to the qualifying condition, or the eleventh consecutive day, whichever occurs later. All subsequent applications for grant extensions must follow the same thirty (30) daytime line.

#### 11. Approved Forms

Each request for SLB action shall be made on the approved forms: (1) Request Form and (2) Medical Information Form. The Request Form must contain all necessary information, dates, and signatures. The Medical Information Form must be completed in lay language and must be signed by the medical doctor or certified appropriately licensed medical/psychiatric or mental health care provider.

#### 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 Medical Information Form 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 the Director of Employee Relations.

Revised for clarification 10/14/24
Revised 09/28/23
Revised 07/01/15
Revised 03/2013
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#### ARTICLE 5B OF THE NEGOTIATED AGREEMENT

#### 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.
- 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.

## 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. To address teacher workload, during the 2025-2026 school year, the Board and TAAAC agree to temporarily implement the following effective July 1, 2025, pending funding appropriation:

The following will apply to school-based Unit I employees who volunteer to teach an additional class will be compensated in the following manner:

- 1. A high school Unit I who teaches 4 out of 4 periods, as the teacher of record will receive the following stipend for the semester. The amount will be pro-rated if the teacher is removed or the vacancy for which they are covering is filled.
- 2. A middle school Unit I who teaches 5 out of 6 periods, as the teacher of record will receive the following stipend for the semester. The amount will be pro-rated if the teacher is removed or the vacancy for which they are covering is filled.

High School Course	\$3,200 per semester
Middle School Course	\$3,200 per semester
Middle School – Every Other Day	\$1850 per semester

Contingent upon Blueprint requirements, Unit I employee coverage opportunities may be limited.

For the Board:

Melisa D. Rawles, Esq., Chief Negotiator

For TAAAC:

Scott Soares, Lead 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) regarding salary scale adjustments. The following modifications shall be made to the Negotiated Agreement.

#### Article 3 – Salary and Other Compensation

- 1. The Board and TAAAC maintain a commitment to provide competitive compensation to retain and recruit Unit I employees.
- 2. All newly hired Unit I employees with less than 2.5 years of experience will be placed on Step 3.

The terms and conditions of this memorandum were agreed to by the undersigned representatives of the parties on May 30, 2025.

For the Board:

Melisa D. Rawles, Esq., Chief Negotiator

Scott Soares, Executive Director, TAAAC

Angie Kennedy-Auth, Negotiator

Kristina Karona, President

#### 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, regarding a four-day work week schedule effective June 25, 2025, through August 5, 2025. AACPS is committed to accommodating the needs of its employees. Managers and supervisors will make every effort to work with employees to accommodate their scheduling needs and hardship situations. The following modifications will be made to the Negotiated Agreement during the aforementioned time period:

#### ARTICLE 11 – WORK TIME AND WORKLOAD

Employees will schedule their regular weekly hours within four (4) days each week. Schedules will be determined by employees ensuring building coverage and business needs are met as determined by the employee's supervisor. Conflicts in employees' choice in scheduling will be determined by seniority within their work site.

#### ARTICLE 5 - SICK LEAVE

Employees who work extended hours shall have the equivalent of 1.25 days deducted from their sick leave balance for every day an employee takes of leave to accommodate the increased hours of work during this time.

Employees who work their regular hours during the week shall have the equivalent of one (1) day deducted from their sick leave balance for every one (1) day of leave an employee takes.

#### ARTICLE 8 – OTHER LEAVES

Employees who work extended hours shall have the equivalent of 1.25 days deducted from their annual leave balance for every day an employee takes of leave to accommodate the increased hours of work during this time.

Employees may work their regular hours during the week if they take one (1) day of annual leave each week with the approval of their supervisors.

The terms and conditions of this memorandum were agreed to by the undersigned representatives of the parties on May 30, 2025.

For the Board:

Melisa D. Rawles, Esq., Chief Negotiator

For TAAAC:

Scott Soares, Lead Negotiator

Angie Kennedy Auth, Negotiator

Kristina Korona, 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) regarding modifications to the AACPS Career Ladder.

#### A. Communications

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By July 1, 2025, TAAAC and AACPS will submit a joint communication to National Board for Professional Teaching Standards requesting that they allow those with 10-year certificates to voluntarily complete an MOC early.

TAAAC and AACPS will submit a joint communication to the Maryland General Assembly encouraging them to amend Blueprint to recognize NBCT renewals and MOCs completed prior to 2021.

#### B. AACPS Career Ladder Modifications

Effective July 1, 2025 (pending state and local funding), the following modifications to the AACPS Career Ladder will take effect:

- 1. The Retention Levels will be amended to include the following:
  - Level 1 Retention Level A (\$61,000) F (\$68,800)
  - o Level 2 A/B Retention Level A (\$62,200) H (\$72,000)
  - o Level 2C Retention Level A (\$65,000) H (\$76,000)
  - o Pay bands will be increased by the same COLA as the traditional salary scale.
- 2. Step Equivalent Increase for Levels 3 and 4
  - o Beginning in FY27, employees on Levels 3 and 4 will receive an annual stepequivalent increase on base salary, pending full-step funding.
  - o The current \$500 annual increase will be eliminated.
- 3. Maximum Salary for 10-month Unit I Employees
  - o Levels 3 and 4 will have a defined pay band with established minimum and maximum salary ranges.
    - a) 191 Level 3 pay band will be minimum base of \$76,000 and a maximum base of \$118,640.
    - b) Pay bands will be increased by the same COLA as the traditional salary scale.
    - c) 193/195/200-day NBC pay band (Level 3 & 4) will be based on the per diem at 191-day Level 3.

- o No additional step-equivalent enhancements will be applied beyond this point.
- 4. Maximum Salary for 12 Month Unit 1 Employees
  - o Levels 3 and 4 12 Month Unit 1 Employees pay band will be minimum base of \$89,412 and a maximum base of \$139,576.
  - o Pay bands will be increased by the same COLA as the traditional salary scale.
  - o No additional step-equivalent enhancements will be applied beyond this point.
- 5. Blueprint Funded NBCT Salary Enhancements
  - Teachers on Levels 3 and 4 will have additional salary enhancements added to their base salary, as identified in the <u>AACPS AIB Approved Career Ladder</u> and negotiated and pending full state and local funding for Blueprint-related NBCT salary enhancements for the maximum of:
    - a) \$10,000 for holding a current, active National Board Certification through the NBPTS (Level 3A, 4A, or 4B).
    - b) \$8,000 for moving to Level 3B (or a 4A or 4B) as a result of earning one Maintenance of Certification (MOC) on or after December 2021
    - c) \$7,000 for moving to Level 3C (or a 4A or 4B) as a result of earning a second Maintenance of Certification (MOC) after the MOC that resulted in placement on Level 3B.
    - d) \$6,000 for moving to Level 3D (or a 4A or 4B) as a result of earning a second Maintenance of Certification (MOC) after the MOC that resulted in placement on Level 3C.
    - e) \$7,000 for teaching as a MSDE Blueprint Low Performing School, as defined and funded by Blueprint (AACPS Additional Salary Enhancements for NBCTs at MSDE Identified Schools)
  - As defined in Blueprint, these salary enhancements are cumulative for teachers who maintain active, NBCT certification and who continue to meet the Blueprint definition of teacher and other Blueprint requirements.
  - Teachers on Level 4A will receive an annual salary enhancement of \$5,000 in addition to their base salary and any other Blueprint salary enhancements as long as they remain in a Level 4A position.
  - Teachers on Level 4B will receive an annual salary enhancement of \$10,000 in addition to their base salary and any other Blueprint salary enhancements as long as they remain in a Level 4B position.
  - Consistent with current Blueprint requirements, salary enhancements for National Board Certification (NBC) will be pensionable, subject to applicable law.

6. Unit I employees who opt into the AACPS Teacher Career Ladder for the 2025–2026 school year and are accepted into or enrolled in an approved comprehensive program by June 30, 2025, that leads to a Master's, Master's +30, Master's +60, or doctoral degree will receive a one-time pay enhancement (equivalent to one "right" lane movement) that they would have received under the traditional salary scale upon completion.

The terms and conditions of this memorandum were agreed to by the undersigned representatives of the parties on May 30, 2025.

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For TAAAC:

Melisa D. Rawles, Esq., Chief Negotiator Scott Soares, Executive Director, TAAAC

Angio Kennedy-Huth & M. M.

Angie Kennedy-Auth, Negotiator

Kristina Kerona, President