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Title: **Anne Arundel County Board of Education and Teachers Association of Anne Arundel County (TAAAC), (2004)**

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ARTICLE 1
GENERAL PROVISIONS OF THE AGREEMENT

A. Definitions of "Board" and "TAAAC"

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

B. Definition of "Unit I member"

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

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

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

"Pupil Services Persons" shall refer to psychologists, psychology specialists, pupil personnel workers, and counselors.

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

C. Definition of "items"

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

D. Authority of the Board

TAAAC recognizes the Board as the agency charged with the legal responsibility for the successful operation of the school system of Anne Arundel County. 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; 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 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 work days after enactment of the budget by the Council. Agreements reached on or about June 20 shall be submitted promptly to the parties for ratification on or about June 25 after which the Board shall take final action on the allocation of funds.

K. Severability

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

L. Reopening negotiations by mutual consent

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

M. Printing and distributing Agreement

The Board agrees to print and distribute this Agreement to all Unit I members after it has been ratified by the parties and fiscal items have been funded by the County Council. Fiscal items subject to renegotiations as a result of inadequate funding will be omitted. Renegotiated items will be printed and distributed following agreement by the parties. The cost of printing these items shall be equally shared by TAAAC and the Board.

N. Superintendent-TAAAC discussion

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

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

A. Individual rights

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

B. Availability of policies and bylaws

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

C. Notification of legal rights

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

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

D. Procedures for suspension of Unit I member

A Unit I member who is temporarily suspended from duty by the Superintendent, pending action by the Board, shall be notified in writing of the charge(s). If a conference with the member for an explanation of the charge(s) has not been held prior to the suspension, upon request of the member such a conference shall be held by the Superintendent and/or designee(s) within 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 suffer no loss of salary until the Board renders a decision following its initial hearing. 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 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. 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 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.

F. Citizenship rights

Full rights of citizenship 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 a 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.

G. 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.

H. Leaving school during lunch period

Unit I members are permitted to leave school property during their duty-free lunch period, except that if they are late in returning, subsequent lunch leave shall require the principal's permission. This provision shall be withdrawn in the event of a school-wide emergency.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. Outside tutoring for pay

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

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

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

R. High school graduation

Unit I members who attend graduation at the school to which they are assigned shall be released one half day early on the last duty day for Unit I members at the end of the school year provided they have completed all assigned tasks.

ARTICLE 3
SALARY AND OTHER COMPENSATION

A. Teacher scale

The basic salaries of Unit I members covered by this Agreement for July 1, 2004 – June 30, 2005 are set forth in Appendix A which is attached to this Agreement. The salary scale reflects a 3% COLA increase on the preceding year's salary, to be effective on July 1, 2004, plus a \$250 increase on every step and column to be effective at mid-year. "Mid year" for 12-month employees will be January 5, 2005, and February 2, 2005 for 10-month Unit I employees.

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 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 public school curriculum of Anne Arundel County.

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 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 public school curriculum of Anne Arundel County.

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

C. Doctorate degree

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

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

D. Exception for provisional certificate

Holders of Provisional Degree Certificates who are within three 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 year to give them an opportunity to qualify for the Standard Professional Certificate.

E. Penalty lapsed certificate

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

F. Experience credit

A new Unit I member or former Unit I member in Anne Arundel County Public Schools shall receive experience credit for up to fifteen (15) 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.

No present or former Unit I member of Anne Arundel County shall lose any years of experience credit which the Anne Arundel County Public School System had recognized. However, a former Unit I member who has had teaching experience elsewhere since leaving Anne Arundel County shall be limited to the above experience credit for subsequent teaching experience outside the system if rehired by Anne Arundel County.

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 ten-month school year shall consist of 191 days; a full month of teaching experience shall normally be considered 19 days. To compute the experience credit of an individual teacher the following shall apply:

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

This computation shall not include any time while a Unit I member is on Board of Education approved released time on business for TAAAC or its affiliated organizations. TAAAC shall submit an accounting of all such time granted by the Board of Education for this purpose no later than June 30 of each school year to the Associate Superintendent for Business & Management Services.

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).

At the beginning of the school year each Unit I member shall be placed on the salary scale at the next step above the number of years of teaching experience for which credit has been given. If the Unit I member has been rated

Second Class the member will not be placed on the next experience step. A major fraction shall count as a whole year in determining the step, although the record of experience credit in whole numbers and tenths, to which experience in succeeding years shall be added.

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

G. Salary scale for counselors, psychologists, psychology specialists and pupil personnel workers

The salary scales for psychologists, psychology specialists, and pupil personnel workers are set forth in Appendix A which are attached to this Agreement. The salary scales for ten month counselors (200 days) and twelve month counselors are set forth in Appendix A which are attached to this Agreement.

Entry on the guidance counselor scale from the teacher's scale shall be accomplished by moving to the appropriate lane on the counselor scale based on experience credit.

Entry on the pupil personnel worker and psychologist scale for a 10-month employee shall be accomplished by having their current salary converted to a 12 month salary. Placement shall be made on the pupil personnel worker and psychologist scale at the salary which is nearest to, but greater than the adjusted salary.

1. Step increments shall be paid to pupil services persons who have received an overall annual performance rating of satisfactory for the previous year and have not reached maximum.
2. In determining the placement on the scale for those who are employed with previous experience in another school system, credit shall be given in the appropriate job group for experience in another school system in the same or a comparable position, but in no case will the initial salary be higher than step 10.
3. If persons on this scale have not obtained the required certification they shall be allowed to advance by one increment step, but further increment steps shall be withheld until the required certification is obtained. If while actively employed and certification lapses, employees will be released from employment at the end of the school year the certificate lapses.
4. Persons paid on this scale shall be paid an additional annual salary increment when they reach the 15th, 20th, 25th, 28th, or 33rd year of credited experience.
5. Persons paid on this scale who have been paid an increment for the 15th, 20th, 25th, 28th or 33rd year (either on the teacher's scale or on this scale) before their salaries reach step 11 of the scale shall be paid an additional increment after they have been on step 11 for one year.
6. Persons who qualify for the 15th, 20th, 25th, 28th, or 33rd year increment at the same time they qualify for step 11 on this scale shall be paid both increments.
7. Persons who qualify for these increments after they have been paid for at least one year on step 11 of this scale shall be paid an additional increment above their step 11 salary each year as applicable.
8. Pupil services persons shall be credited with .5 days of sick leave for each pay period they are employed, the total of which will be available at the beginning of the school year.
9. Twelve month pupil services persons shall be credited with 1 day of annual leave for each pay period they are employed.

H. Athletic Directors' Salary Scale

**2004-05 Athletic Directors'
Salary Scale**

STEP	Effective 7/1/04	Mid-year
1-3	\$7,501	\$7,751
4-6	\$9,000	\$9,250
7-9	\$10,501	\$10,751

10+	\$12,000	\$12,250
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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 during the twenty-two pay periods. The above salaries will increase by the same rates as the teacher salary scales increase.

I. Extra-curricular pay scale

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

1. Conditions applicable

a. Assignment by principal

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

b. Period of assignment

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

c. Advice of Faculty Advisory Council

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

d. Factors considered in assignment

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

e. Shared assignment

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

f. Limitation of assignment

There shall be no limitation on the number of activities per year for which a teacher may be 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.

2. Longevity scale

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:

2004 – 2005 Extra-Curricular Scale

Years of Experience	1-3	4-6	7-9	10-12
Class I	2,647	3,178	3,705	4,236
Class II	2,647	2,541	2,965	3,355
Class III	1,589	1,907	2,222	3,388
Class IV	1,059	1,271	1,481	2,541

Class V	794	945	1,111	1,694
Class VI	526	634	740	849
Senior High Asst. Athletic Director	2,780	3,336	3,892	4,448

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

3. Payment schedule

Payment will be made following the close of each semester for extra-curricular activities that extend throughout the entire school year. Requests for payment must be submitted by January 30 and the last duty day of the school year.

4. Movement for salary purposes

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

J. Extra-instructional programs

Unit I members in extra-instructional programs for which compensation is paid during the regular school year shall be paid \$20.00 per hour. (This item is not applicable to extra-curricular activities enumerated in Article 3, Item I.)

K. Compensation for Team Leaders

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

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

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

L. Compensation for Cooperating Teachers

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

M. Payroll deduction for tax-deferred investments

Tax-deferred investments shall be made available to Unit I members from the carriers mutually approved by the Board and TAAAC. There shall be no more than six (6) tax-deferred annuities keys for payroll deduction. There shall also be no more than two (2) 403(b)7 tax-deferred account keys for payroll deduction.

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

Ten month Unit I members who elect the 26 pay option and all 12 month Unit I members will have the option of 22 deductions or 26 deductions for these investments per year. Ten month Unit I members who elect the 22 pay option will have 22 deductions per year. Beginning July 1, 2001, all newly hired Unit I members will be paid on the 26 pay schedule.

N. Payroll deduction – credit union

The Board shall make payroll deductions for payment to the Anne Arundel County Employees Federal Credit Union. Ten month and 200 day Unit I members who elect the 26 pay option and all 12 month Unit I members will have 26 deductions to the credit union per year. Ten month and 200 day Unit I members who elect the 22 pay option will have 22 deductions per year. Beginning July 1, 2001, all newly hired Unit I members will be paid on the 26 pay schedule.

O. Payroll deduction – savings bonds

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

P. Flexible spending accounts

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

Q. Salary payment plan

For ten month and 200 day Unit I members, one twenty-second of each member's salary shall be paid to a lead bank every two weeks for the ten months of employment. Ten month and 200 day Unit I members may opt to have one twenty-sixth of their salary paid to the lead bank every two weeks for twelve months each year. Unit I members who choose the 26 pay option must submit their request to the compensation office between June 1 and July 31. The Unit I member may not change that election again for a full year. The selected option will continue from year to year unless changed during a subsequent June 1 to July 31 time period. For twelve month Unit I members, one twenty-sixth of each member's salary shall be paid to the lead bank every two weeks for the twelve months of employment. The lead bank shall be chosen mutually by the Board and TAAAC. Salary payments shall be calculated two 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 26 pay schedule.

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 1/191 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 according to the school calendar, the member's salary for the last partial pay period of service shall be 1/191 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 will be 1/191 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 1/191 of the annual salary for each day.

R. Employee notification of salary

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

S. Account adjustment protection

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

T. Compensation for summer hearings/court cases

Ten month Unit I members who are required at the request of the school system to serve as witnesses at school related Special Education hearings or school related court cases between the end of one ten month work year and the beginning of another will be paid at \$20.00 per hour with a minimum of three (3) hours pay at the \$20.00 rate.

Employees shall be reimbursed at the rate included in this negotiated agreement for authorized travel relating to their attendance at such hearing(s) or court case(s).

U. Professional Development Summer Pay

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

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

V. Stipend for Challenged Schools/Adequate Yearly Progress

Unit I employees working in challenged schools shall be paid an annual stipend of \$1500.
Unit

I employees who work in such schools shall be paid a second stipend of \$1500 if the school makes Adequate Yearly Progress (AYP) as defined by the Maryland State Department of Education (MSDE). For the purposes of this section, a "challenged" school shall be defined as any school identified for improvement by the MSDE in the status of restructuring, school improvement year 1, or school improvement year 2.

ARTICLE 4
EMPLOYEE BENEFITS

A. Hospital-Medical Insurance

The Board will pay 88% of the Preferred Provider Network (PPN/PPO) premium toward the cost of a Board-sponsored Traditional or Preferred Provider Network (PPN/PPO) health care plan.

The Board will pay 98% of the premium toward the cost of a Board-sponsored Health Maintenance Organization (HMO) health care plan.

The Board will pay 90% of the premium of the Preferred Provider Organization (PPO) Dental Plan toward Traditional Dental Plan, Preferred Provider Organization Dental (PPO), or Dental Health Maintenance Organization (DHMO).

The Board will pay 90% of the premium of Option I of the BC/BS Vision Plan toward Option I or Option II of the BC/BS Vision Care plan.

Coverage is available on an individual, husband, wife, 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.

The health care plan will be designed in accordance with the tax provisions of Section 125 of the Internal Revenue Code, which in part allows Unit I members to pay health care premiums with pretax dollars. The Board will accept enrollment during the year from a Unit I member (outside of the annual open enrollment period) in accordance with the provisions set forth in Section 125.

The Board will provide group health care plans and group medical plans as described in Appendix D.

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

Prescription benefits are as described in the attached Appendix C.

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

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

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

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

With the concurrence of TAAAC, comparable coverage may be provided by another insurance carrier.

B. Health Maintenance Organization option

The Board of Education shall forward to the Health Maintenance Organization selected by any Unit I member a payment equal to the Board's contributions for premiums of Blue Cross/Blue Shield and Major Medical.

C. Term Life Insurance

A term life insurance policy for \$50,000, with full cost paid by the Board, shall be provided for each Unit I employee.

An optional term life insurance policy in \$5,000 units, with full premium payment by the Unit I employee, shall be provided if participation by the Board's employees meet the minimum requirements of the carrier.

D. Benefits for part-time Unit I members

Part-time Unit I members shall have the option to purchase these benefits which are on payroll deduction, with a contribution by the Board pro-rated to their amount of service, provided the carriers will issue policies on this basis.

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 coverages 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 who retires or resigns with fifteen (15) or more years of creditable service with the public schools of Anne Arundel County 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 Anne Arundel County. Any unused accumulated personal business leave, up to a maximum of four (4) days, shall be converted to sick leave for separation pay upon retirement.

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

1. If the total dollar amount of separation pay is less than \$1,000, separation pay will be received in a lump sum as taxable income through the office of compensation.

2. If the total dollar amount of separation pay is \$1,000 or more, the full amount of separation pay will be forwarded as an employer contribution to a qualified retirement plan (401(A)). The employer contribution will become taxable income only upon the Unit I member withdrawing it from the 401(A) plan.
3. The unit I member will then have the following options concerning their separation pay detailed in number 2 above. They may:
 - a. Invest amongst the choices within the 401(A) plan.
 - b. Directly roll over the investment to an individual retirement account (IRA).
 - c. Directly roll over the investment to an eligible qualified retirement plan.
 - d. Request a partial or full distribution in cash. The distribution is taxable in the year that it is paid with a 20% mandatory federal tax withholding. The distribution is not subject to FICA taxes. The Unit I member is liable to remit the state taxes on the distribution.
 - e. Request a loan against the 401(A) account. The loan is not currently taxable and up to fifty percent of the account balance is available for up to 5 years. Monthly repayments of the loan are required. Your account will be charged a \$100 fee for the loan.

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

H. Insurance coverage for authorized travel

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

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

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. For 10 month and 200 day Unit I members, the rate of earning sick leave will be based on twenty-two pays. 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.

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. TAAAC members 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 committee. New employees may contribute within the first 30 days after their effective date of employment.
4. The annual rate of sick leave contribution may be one day per year and must be in whole day increments.
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. Members must use all accumulated sick leave before applying for leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
7. A three-member approval committee, consisting of two (2) Unit I members elected by TAAAC and one (1) Unit I member appointed by TAAAC 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 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 rules and procedures and general criteria for approval. Upon approval of the rules and criteria by the Board of the Directors of TAAAC, the Committee shall give them wide distribution.
 - 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.
8. The 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. Any unused sick days remaining in the bank on June 30 will be carried into the next fiscal year.
12. The Board will sponsor the cost of the sick leave bank up to but not beyond \$525,000 in any one year, except that if a lesser amount is expended the unused portion shall be added to the following year. Money expended shall be calculated as total days used times the average daily salary for teachers.

C. Transfer of sick leave

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

D. Unlimited accumulation

Unused sick leave shall be cumulative without limit.

E. Notification of accumulation

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

F. Advance notification of absence for eligibility

When Unit I members are to be absent from school they shall notify the principal or designee as soon as possible. Members shall not be eligible for sick leave unless they have notified the principal or designee of their impending

absence at least one hour prior to the time they are required to report for duty, except that principals shall waive this requirement if they adjudge the situation to be one which prevented members from complying.

G. Physician's statement

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

H. Illness in immediate family

Up to 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 reemployment

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 Anne Arundel County Public Schools.

ARTICLE 6 **SABBATICAL LEAVE**

A. Number available

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

B. Application and notification

Request for sabbatical leave and the planned program of study must be received by the Superintendent in writing no later than November 1, and action shall be taken on all such requests no later than January 15 of the school year preceding 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 Director of Human Resources.

C. Eligibility

The Unit I member must have completed at least six full continuous school years of service in the Anne Arundel County Public School System prior to the leave. An applicant must register for a minimum of 12 semester hours per semester. An exception to the number of semester hours may be made for the Doctoral dissertation.

D. Compensation

A Unit I member on sabbatical leave, for either a full year or a half year, shall be paid by the Board at fifty percent of the rate of salary which would have been received if the member had remained on active duty. To insure that the member will return to employment with the Anne Arundel County Public Schools, the member shall sign a promissory note, which shall also be co-signed by a parent, spouse or a person selected by the member for the amount of compensation to be received from the Board during the leave. The note, which shall be payable three months after the conclusion of the leave, shall be voided at that time and returned to the member if the member has accepted reassignment in accordance with the leave policies of the Board. At the end of the leave, the member will be reassigned to a position within the member's field of certification.

E. Experience Credit

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

F. Employee benefits while on leave

Unit I members on sabbatical leave will continue to receive the full benefit of hospital-medical insurance and term life insurance for which they would have been eligible as full-time employees of the Board.

ARTICLE 7
LEAVES OF ABSENCE

A. Obligation of Board

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

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

B. Obligation of Unit I member

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

C. Types

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

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

* Must be verified by a physician.

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

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

D. Period of leave

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

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

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

A Unit I member on leave may request reinstatement during the school year by giving written notification to the Director of Human Resources sixty 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 Anne Arundel County Public Schools may request a personal leave of absence without pay for one (1) school year. Action on the request will be taken by the 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 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. 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, nor 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 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 shall be cumulative up to four (4) days; unused days thereafter shall be converted to cumulative sick leave. Upon retirement, up to four (4) unused personal business leave days shall be converted to cumulative sick leave.

B. Religious observance

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

C. Jury duty

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

D. Court summons

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

E. Bereavement

Each Unit I member shall be granted four (4) calendar days of absence without loss of salary on the death of a child, stepchild, parent, stepparent, spouse, sibling, stepbrother, stepsister, aunt, uncle, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, grandparent, grandchild, spouse's grandparent, or one who has lived regularly in the household of the member. One of the four (4) days must be the day of the funeral or interment. The remaining three (3) days may be taken either immediately before, immediately after, or surrounding the day of the funeral or interment, to meet the needs the circumstances dictate for the Unit I member. Upon written request from the member, stating the circumstances which made additional time necessary, the Superintendent or designee may authorize five calendar days.

F. Early leaving for summer school

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

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

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

G. Awarding of degree

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

H. Injury on the job

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

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

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

I. Annual leave

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

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

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

J. Assault leave

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

K. Adoption leave

Upon request to the 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 Director of Human Resources normally within thirty (30) days in advance and provide appropriate documentation. Unit I members may elect to have continued participation in health benefits by assuming full cost of the premium. If, however, the member uses FMLA leave, the Board will continue making its contribution to the appropriate health benefits for the duration of the FMLA leave.

L. Family Medical Leave Act (FMLA) leave

1. FMLA benefits are available to all Unit I members who have worked at least 12 months during the preceding 12 month period. The 12 month work period shall be from the date of the member's hire.
 - a) Ten month Unit I members, employed by September 15, during any school year and who completed the school year, are eligible for FMLA at the beginning of the next school year.
 - b) Ten month Unit I members, employed after September 15, and all 12 month Unit I members are eligible for FMLA one (1) year after the effective date of employment.

2. The 12 month period for FMLA will be the fiscal year.
3. The Unit I member must use available sick leave prior to going on unpaid FMLA leave. The Unit I member may elect whether or not to use other available paid leave while on FMLA leave.
4. FMLA leave may be used for serious health conditions of those persons covered by "illness in immediate family" of the contracts of the respective units as long as the current year's available sick leave allowed for illness in the immediate family (up to 15 days) has been used.
5. If a Unit I member is on paid leave because of his or her own serious health conditions, and such leave is pursuant to a sick leave bank grant or is covered by Workers' Compensation, such leave would be exempt from the Unit I member's FMLA entitlement.
6. All benefits will continue as provided in this agreement.
7. At the Unit I member's option, the Board will pay the Unit I member's share of the insurance premium during the leave. The Unit I member, on return, will repay the Board for those premiums under a mutually convenient pay plan.
8. Leave taken intermittently or on a reduced leave schedule is not permitted for child care.
9. Except in unusual circumstances when FMLA leave is taken near the end of an academic term, the Board will not mandate FMLA extensions.
10. Except in unusual circumstances upon return from FMLA leave, a Unit I member will return to his/her position. An oversight committee comprised of the president and chief negotiator of each unit and the board's representatives shall be formed and will meet at least annually.

ARTICLE 9

PROFESSIONAL IMPROVEMENT

A. Responsibility of Unit I members

It shall be the responsibility of every Unit I member to continue professional improvement and to keep abreast of new developments and trends in the member's teaching field.

B. Report of professional growth activities

Unit I members who wish to do so may submit annually a list of professional growth activities in which they have engaged during the year. A report form to be supplied by the Board shall provide for reporting such activities as college courses and workshops completed, writing for books or periodicals, educational travel, conferences attended, and the like. The report shall be placed in the member's Personnel File as a reference resource.

C. Reimbursement for college credit

The Board shall reimburse a Unit I member for coursework taken to meet certification requirements or for professional improvement related to the Unit I member's current assignment or anticipated assignment in the school system. Upon submission of an appropriate application to the Division of Human Resources, a Unit I member shall be reimbursed for a maximum of six (6) semester hours of college credit per teaching year (September through August). Courses must be completed while the Unit I member is an employee on active service with the Board of Education of Anne Arundel County.

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 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 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 \$200 per semester hour.

- D. Institutes and conferences**
Unit I members sent to special institutes or conferences outside of the county by the Board shall have expenses paid in accordance with the established rate and shall suffer no loss of pay for time missed.
- E. Professional study plans**
TAAAC shall encourage Unit I members to plan professional study programs that do not interfere with their normal school duties.
- F. Assistance in planning**
Unit I members who have questions concerning certification requirements or who need advice regarding courses they wish to take may get assistance from the Division of Human Resources by writing to the Human Resource Specialist in Certification or by making an appointment for a conference before or after their regular assigned hours.
- G. Supervisory assistance**
Unit I members shall seek and accept supervisory assistance when needed.
- H. In-service**
When more than two (2) in-service days are held during the regular duty days of teachers at least one (1) of them will be school-based.

ARTICLE 10 **STUDENT CONTROL AND DISCIPLINE**

- A. Authority and responsibility of Unit I members**
Unit I members shall have the authority and shall exercise the responsibility for the control of pupils throughout the school while on regular duty and also during assigned supervision of school-sponsored activities in out-of-school hours. They shall take reasonable action to deter acts of vandalism, willful waste of materials and utilities, and physical abuse of persons. The Board agrees that the member will have support from the principal or appropriate administrator in the reasonable disciplining of a student.
- B. Referral of severe cases**
TAAAC agrees that the motivation of students toward worthwhile learning activities helps significantly in preventing disciplinary problems. The teacher, therefore, shall exercise professional competence toward such motivation and thereby assume responsibility toward the establishment of effective discipline for the student and an atmosphere conducive to learning and disciplinary control in the classroom.

A student who refuses to obey a reasonable request of a teacher may be excluded from class and shall be retained in the office for the remainder of the instructional period. A serious disciplinary infraction or disruption by a student whom the teacher can no longer control shall be referred to the principal or to another staff member

designated by the principal to deal with such a case. Both the teacher and the school administrator shall be involved in the final resolution of such problems.

A pupil whose needs cannot be met by the school shall be referred immediately to the Department of Pupil Personnel for prompt action.

The principal, with the advice of the Faculty Advisory Council, shall review periodically the handling of discipline in the school to assure that this policy is being effectively implemented by teachers and administrators.

C. Use of force

Unit I members may use reasonable force in self-defense or in the restraint of a student to prevent harm to that student or to others. In cases of legal claim brought by a student and/or the student's parents related to the action above, the Board shall provide legal counsel to the member.

D. Personal property damage

Subject to a recommendation of the principal and approval by the Superintendent, the Board shall pay an amount not to exceed \$500 for damage to a Unit I member's personal property which may be incurred by the member as a result of personal assault while the member is on duty. Payment by the Board shall not be construed as an admission of responsibility or liability by the Board, its agents, servants, or employees.

E. Student information

Unit I members shall be informed on a need-to-know basis concerning pupils with disabilities or a history of serious overt behavior that would endanger the safety of themselves and others in the classroom.

ARTICLE 11
WORK TIME AND WORK LOAD

A. Required work hours

The Board recognizes that additional time for individual planning for the delivery of instruction may be necessary outside of the required workweek. Teachers shall be required to work 35½ 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 6-3/4 hours exclusive of duty-free lunch time, with the remaining 1-3/4 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 1-3/4 hours in any week, any teacher affected shall have the 6-3/4 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 6-3/4 hour limits stated above. However, individual exceptions may be worked out between the principal and the teacher.

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

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

1. Arrives late or leaves early, or
2. Reports or leaves according to an exceptional schedule worked out between the principal and the teacher.

Teachers not assigned full time to one site shall also be required to work 35-1/2 hours per week, inclusive of required travel time between schools, but exclusive of time for lunch.

Regular daily work hours totaling 37-1/2 hours per week, exclusive of time for lunch, shall be established for pupil services persons. It is recognized, however, that the job requirements of these professionals are of such a nature that they often cannot be adequately met within a structured time frame. A normal work load for these persons frequently includes such activities as late afternoon and evening meetings, home visitations, independent and group planning, and emergencies.

B. Duty-free lunch

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

C. Planning Time

Except where not administratively possible, each classroom teacher shall have at least 350 minutes of individual and group planning time within the required work week when not responsible for the supervision of students.

For elementary school teachers, a minimum of 180 of these 350 minutes of planning time will be scheduled during the student day and set aside for the individual planning time for delivery of instruction, with an additional 30 minutes for individual/collaborative planning. 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 180 minutes minimum.

For secondary school teachers, a minimum of 180 of these 350 minutes of planning time will be scheduled during the student day and set aside for the individual planning time for the delivery of instruction. Planning time during the student day for secondary school teachers will be scheduled in blocks of no less than 40 consecutive minutes.

For all teachers, if time within the 180 minutes is used for required group planning, an equal amount of time during the teacher workday will be set aside for individual planning time.

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

D. Equitable assignments

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

E. Demonstration teaching

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

F. PTA attendance

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

G. Duty days

There shall be 191 duty days for 10-month teachers in the school calendar for the 2004-2005 school year. No less than the equivalent of one (1) work day prior to the arrival of students in the fall shall be reserved for individual preparation by teachers in their work area.

H. Work year

Except as further noted in this item all teachers shall be employed for the number of negotiated duty days, although the incidence of salary payment may be scheduled otherwise.

1. Department chairpersons and media specialists shall be provided the option of working up to five (5) working days before or after the normal teacher 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 days shall be at the per diem rate.
2. At the request of the principal, county funded, school based elementary reading/language arts resource teachers may work from one (1) up to five (5) working days before or after the normal teacher 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 days shall be at the per diem rate.
3. Except for teachers new to Anne Arundel County who may be requested to attend voluntarily a preservice 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 per diem rate of 1/191 of the annual salary applicable for the fiscal year during which the work is performed.
4. Pupil personnel workers and psychologists shall be on 12 month duty. Psychology Specialists shall have a 200 day work year. A counselor assigned to a school(s) of 750 or more pupils shall be on 12 month duty. A counselor assigned to a school(s) of less than 750 pupils 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.
5. All weekdays when the central office is open shall be duty days for 12 month Unit I members except for annual leave.
6. Except in case of emergency, 12 month Unit I members will not be required to work on the following days when the central office will closed:

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

Others as determined by the Board

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

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

I. MSTA Convention attendance

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

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

The MSTA 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

For the first three grading periods each school year, completed grade sheets/report cards will be turned in by teachers not using computerized report cards no sooner than five (5) work days following the end of the marking period. The first three grading periods each school year, completed grade sheets/report cards will be turned in by teachers using computerized report cards no sooner than three (3) work days following the end of the marking period. Grade sheets/report cards for the final grading period will not be due until the last teacher work day for teachers using computerized report cards. Grade sheets/report cards for teachers not using computerized report cards shall be completed for distribution to pupils by the last day for students. For the final grading period teachers not using computerized report cards will be provided at least five (5) work days to complete report cards prior to the submission date determined by the principal.

L. Interim Reports and/or Comment Sheets

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

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.

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 1.
For any position that becomes vacant by July 1, the principal must interview at least three (3) candidates (provided there are three) for transfer prior to offering the position to a new hire.
4. Explanation of denial
If the candidate is interviewed but not selected for a vacant position, the candidate shall, upon request, be told the explicit reason(s) for the denial. The reason(s) shall be stated in writing if further requested by the candidate.
5. Vacancies during the school year
Vacancies that occur after the first day of the school year up to October 14 shall be filled with a new hire. Vacancies that occur October 15 and up until the end of the school year shall be filled with either a new hire or a long-term substitute as circumstances warrant. Any position declared vacant October 15 and thereafter will again be declared vacant at the end of that school year. The newly-hired teacher who filled that position will be guaranteed a position in the county, assuming ratings warrant such placement, but will not be guaranteed the same position. The newly-hired teacher may apply for the position along with all other teachers requesting transfer. The principal must interview three (3) candidates (provided there are three) for transfer before offering the position to the newly-hired teacher.
6. Verification of eligibility

When a candidate for transfer is selected by the principal for the position, the principal must immediately notify the Division of Human Resources to verify the candidate's certification/eligibility for the position.

7. Notification of selection

Upon receipt of verification from the Division of Human Resources that the candidate is eligible for the position, the principal must, within three (3) working days, notify the candidate of selection.

8. Acceptance of transfer

The candidate must accept or reject an offered position within three (3) working days of being notified of selection.

9. Removal of position from posting

When a vacancy is filled, the Division of Human Resources must be notified on the official form for that purpose. The Division of Human Resources will then remove the vacancy from the current vacancy listing after the vacancy closing date.

10. Notification to current principal

Upon acceptance of a transfer, the Unit I member must immediately notify his or her current principal so that the former position may be posted as a vacancy.

11. Mutual consent transfers

Teachers may be transferred, except after the beginning of the school year, by the mutual consent of the teachers and principals involved.

12. Teachers on a plan of action

No teacher on a plan of action will be allowed to transfer more than once without the approval of the Assistant Superintendent for Instructional Services.

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 Director of Human Resources.

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

1. A teacher(s) to be excessed:

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

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

If additional teachers must be involuntarily transferred after steps a., b., and c. have been effectuated, the principal will list all teachers in the excess pool in accordance with their total years of service calculated from their latest date of employment as certificated employees in the Anne Arundel County Public Schools, excluding lost time. Ties will be broken by the date on which the contract was signed. Remaining ties will be broken by total Anne Arundel County 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 Anne Arundel County Public Schools 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 Anne Arundel County Public Schools, excluding lost time. Longevity does not include service as a substitute teacher, night high school, or summer teacher, or other employment outside the regular school day or school year. Certain military experience covered by Section 9 of the Military Selective Service Act of 1967 is not considered lost time.

C. Timeline for filling vacancies

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

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

If teachers returning from leave of absence have not received a new assignment by the last duty day for teachers, 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 Anne Arundel County Public Schools, 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 the Anne Arundel County Public Schools or has taken course work in said teaching area(s) within five (5) immediately preceding years, will be assigned to another field of certification identified in the following order:

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

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

Any field affected by considerations 2 and 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 Anne Arundel County Public Schools 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 Director of Human Resources informed in writing of any change in address. A member shall remain on the recall list for two (2) years.

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

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

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

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

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

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

- there are no laid-off tenured Unit I members entitled to recall in that field, and
- there is not a more senior Unit I member reassigned from that field but who has not rejected an offer of reassignment to the field, and
- the vacancy occurs within two (2) years of the time of reassignment from the field.

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

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

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

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

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

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

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

ARTICLE 13 **EVENING AND SUMMER PROGRAMS**

A. Evening and summer schools

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

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

B. Summer workshops

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

ARTICLE 14
NON-PROFESSIONAL DUTIES

A. Duties not contributing to teaching

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

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

B. Collection of money

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

C. Use of teacher assistants

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

D. Transporting students

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

E. Custodial responsibility

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

ARTICLE 15
SUBSTITUTE TEACHERS

A. Calling

No absent teacher shall be required to call substitutes.

B. When provided

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

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

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

C. Teacher planning

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

ARTICLE 16
EVALUATION AND RATING OF PROFESSIONAL STAFF

Definition of Terms

Assessment of performance consists of two major components, evaluation and rating.

“Evaluation” is that phase of the process by which administrative or supervisory personnel formally or informally appraise a Unit I member’s performance primarily for the purpose of providing direction and bringing about improvement.

“Rating” is that phase of the process by which administrative or supervisory personnel formally assess, according to a predetermined schedule and instrument, the attainment of previously identified goals for the member’s assignment.

“Instrument” is the rating form approved by the Board.

A. The evaluation process for Unit I members

1. Observations

Both scheduled and unscheduled (formal and informal) observations have value.

Observations, both scheduled and unscheduled, 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 two (2) days of a formal observation, a private evaluation conference shall be held. For the purposes of [Article 16A.(2)] this item a “day” shall be defined as a school day when both parties are on site.

A written evaluation shall follow all formal observations. A written evaluation shall follow within five (5) school days. It shall be in simple, precise language with specific recommendations for improvement where deficiencies are noted.

When a need is indicated, suggestions for improvement shall be contained in the written evaluation and a plan of action for improvement shall be developed during the conference. Constructive suggestions for improvement should include consideration of professional preparation needed for the assignment; and conditions under which the Unit I member works, such as the physical facilities, pupil load, and the number of pupils with special needs or adjustment problems.

3. Additional conference for pupil services persons

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

B. The rating process for Unit I members

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

Although formal ratings shall be presented to Unit I members by their immediate supervisors, the rating must be based on the conclusions and assessments of more than one staff member when the rating is unsatisfactory and for all non-tenured Unit I members.

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 students.

1. Rating requirements

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

- b. Included in the factors considered in each formal rating of pupil services persons shall be a minimum of two (2) observations, one of which must be scheduled, during the year in which the rating is presented. These observations shall be made at least one month apart, where reasonably possible.

2. Frequency of rating

a. Non-Tenured Unit I members

Unit I members who have not achieved tenure status shall be rated at least twice during the school year except that if the second rating is unsatisfactory at least a third rating shall be made. The first rating of the year for non-tenured Unit I members shall be made by December 1.

b. Tenured Unit I members

Unit I members with certificates issued prior to July 1, 1995, shall continue to be rated at least once every two years.

- 1) Unit I members holding a Standard Professional Certificate (SPC) issued on or after July 1, 1995, shall be rated at least once annually.
- 2) Unit I members holding an Advanced Professional Certificate (APC) issued on or after July 1, 1995, shall receive a rating at least twice during the validity period of each certificate. The first rating shall occur during the initial year of the certificate. The 2nd rating shall occur in the 3rd or 4th year of the rating period, determined by the birth year of the Unit I member.
- 3) Unit I members who receive an unsatisfactory overall rating shall be rated at least once annually until receiving a satisfactory rating.
- 4) Unit I members who receive an overall rating of satisfactory or better subsequent annual performance shall be considered to be satisfactory in the absence of an annual evaluation.

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.
- e. In all cases, input to the person with primary responsibility for the rating may be given by other school system administrative and supervisory personnel as appropriate.

4. Use of student achievement tests

The results of group standardized achievement tests of students shall not be used as the primary basis for the evaluation or rating of teachers.

5. Signing of reports

All rating reports shall clearly indicate an assessment of the Unit I member's performance. Written comments may be made by the member as well as the rater. Provisions shall be made for the Unit I member's signature to indicate that the member has seen the rating. Rating reports shall be signed by the Unit I member and by the person responsible for presenting the rating. If a Unit I member refuses to sign a rating, the originator shall attach a statement signed by a witness that the member was shown the rating but refused to sign. If a Unit I member has left and is unavailable to sign an entry, a copy shall be sent to the Unit I member by certified mail or shall be hand delivered and the receipt shall be attached to the file copy.

C. 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

Unit I members shall notify the Division of Human Resources, Office of Teacher Personnel, of plans to return to work, retire, or request a leave of absence for the following year as soon as possible. A written resignation should be submitted as soon as a decision not to return has been reached and must be submitted no later than July 15.

B. Failure to give advance notice

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

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

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

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

ARTICLE 18
OTHER PERSONNEL POLICIES

A. Screening for tuberculosis

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

B. Communications

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

C. Public address system

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

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

D. Mileage allowance

A Unit I member who is required to travel from school to school or who is required to travel on school business shall be reimbursed for such travel. A member who is based in one school or in an area office shall be paid for required travel in excess of commuting mileage between residence and base. No member shall be paid for travel between residence and place of base assignment. The mileage allowance for reimbursable travel shall be thirty-one (31) cents per mile.

E. Health and safety hazards

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

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

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

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

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

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

F. Design and renovation of buildings

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

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

G. Curriculum committees

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

H. Coaches' sports clinics, handbooks

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

I. Sales presentations

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

ARTICLE 19
GRIEVANCE PROCEDURE

A. Definitions

The Board and TAAAC agree to the following definitions:

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

B. Purpose

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

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

C. Informal discussion

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

D. Procedure

The following procedures shall be used in processing grievances:

Level One

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

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

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

Level Two

If the grievant is not satisfied with the decision rendered at Level One, or if no decision has been rendered within the allotted time, the grievant may within five (5) school days file the grievance with TAAAC. If TAAAC believes that the grievance is valid, TAAAC shall within five (5) additional school days request a hearing before the Assistant Superintendent for Instructional Services or designee, except as provided below.

If the Level One decision rendered on a non-instructional issue(s) was provided by staff from within the Division of Human Resources, the request for a Level Two hearing shall be filed with the Director of Human Resources rather than the Assistant Superintendent for Instructional Services.

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

Level Three

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

Level Four

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

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

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

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

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

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

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

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

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and TAAAC.

E. Separate filing of grievance records

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

F. Availability of Board information

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

G. Released time for hearing

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

H. Time limit for initiating grievance

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

I. Time limit for processing grievances

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

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

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

J. TAAAC advice

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

K. Representation

Grievants may be represented above Level One by a person or persons of their choosing except that they may not be represented by an officer or representative designated by any teacher organization other than TAAAC. The grievant must, however, be present at all hearings. In case the grievant is prevented from attending a hearing because of an emergency, the hearing shall be rescheduled.

L. No reprisals

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

ARTICLE 20
FACULTY ADVISORY COUNCILS

A. Purpose

There shall be a Faculty Advisory Council in each school for the purpose of giving teachers an opportunity to advise the principal in the development of procedures for the operation of that school.

B. Composition

The size of the Council shall be determined by the principal. The chairperson of the TAAAC Faculty Representatives shall be a voting ex officio member of the Council. A majority of the remaining members shall be elected by secret ballot of all teachers in an election conducted by the Faculty Representative(s) and the remainder shall be appointed by the principal. Nothing in these provisions shall preclude a decision of the faculty by secret ballot election to have the entire teaching staff act as the Council.

The principal and/or designee(s) who are not members of the Council may attend meetings of the Council but shall have no vote.

C. Chairperson and meeting rules

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

D. TAAAC involvement

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

E. Call of meetings

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

F. Agenda and minutes

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

G. Restriction on procedures

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

H. Term of members

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

ARTICLE 21
TAAAC RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. Bulletin boards

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

B. Leave for President

The President of TAAAC shall upon request be granted leave for the term office without pay, but with full experience credit for full time service to TAAAC. TAAAC shall reimburse the Board for the total salary and continuing benefits to the President during such leave.

Upon expiration of term of office, the President shall be guaranteed a position similar to the one held prior to assuming the Presidency.

C. Exchange of communications

The Board shall provide TAAAC with copies of all communications concerning salaries, wages, hours and other working conditions of Unit I members which are given general distribution to the schools. TAAAC shall supply the Board with ten copies of each flyer, newsletter or other communication which is given general distribution to its members. To the extent that it is feasible, distribution to the Board and TAAAC shall be made concurrently.

D. Materials to new Unit I members

TAAAC may provide one 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

During preschool orientation in each school or in area meetings of new Unit I members, TAAAC shall be provided with a twenty-minute period wherein it can explain its purposes and activities. The request shall be made in writing to the principal or the appropriate director by August 1.

F. Use of mailboxes

TAAAC shall have the privilege of placing in Unit I members' mailboxes its official publications and those of MSTA and NEA, and other materials bearing the signature of the executive director or the president of one of these associations.

G. Payroll deduction dues

The Board shall make payroll deduction of membership dues to TAAAC/MSTA/NEA from those Unit I members completing a membership contract.

The Board shall transmit all such dues to TAAAC.

H. Payroll deduction - TAAAC insurance programs

The Board shall provide one voluntary payroll deduction from each biweekly pay to the currently designated TAAAC Insurance Programs.

I. Board data for negotiations proposals

The Board shall provide TAAAC with information in the public domain necessary to the formulation of its negotiations proposals, except that no confidential information shall be released.

J. Use of school delivery service

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

1. Opinions of officials or other representatives of TAAAC, MSTA, or NEA concerning any matter on which TAAAC and the Board have taken opposing positions.
2. Advocacy of action on the part of Unit I members which is contrary to policies, regulations or directives of the Board or its staff.

3. Materials advocating the election or defeat of candidates for public office or furthering partisan political activities.
4. Materials advertising brand name products or business establishments.

K. Exclusive rights

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

L. Use of school facilities

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

M. Unit I listing

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

N. Agenda and Minutes

The Board shall provide TAAAC with a copy of the agenda and the minutes of all public meetings of the Board. TAAAC shall provide the Board with a copy of the agenda and minutes of all Representative Council meetings.

O. Calendar committee

TAAAC shall name two (2) members to the Board of Education annual calendar committee from its Unit I membership. The representatives shall participate in the deliberations of the committee, present the position of TAAAC on calendar items, and assist in drafting the proposed calendar to be presented to the Board.

P. Recognition during Board meetings

The Board recognizes the importance of Unit I members' viewpoint in educational decisions. In order to present a proposal to the Board, TAAAC shall make a request to the Superintendent that this presentation be included on the agenda of a Board meeting. An official representative of TAAAC shall be recognized during Board meetings to offer comments germane to matters under discussion which would affect Unit I members.

Q. School visits by TAAAC representatives

Duly authorized representatives of TAAAC, after showing the proper credentials to the principal, shall be permitted to meet with Unit I members and transact TAAAC business on school property, during the 35-1/2 hour work week and duty free lunch, except that this business shall not interrupt the professional duties of the members.

R. Agreement compliance while grieving

TAAAC accepts the principle of the Unit I member's compliance with Board interpretation or application of this Agreement while any grievance under this Agreement may be pending or may be timely filed. TAAAC agrees not to dissuade the grievant from compliance with the Agreement as interpreted or applied by the Board while the grievance procedure is being or may be utilized, unless compliance would jeopardize the personal health or safety of the member.

S. Non-restraint of Unit I member's rights

TAAAC agrees not to restrain or coerce any Unit I member in the individual's exercise of any rights recognized in or granted by this Agreement.

T. TAAAC support for hiring qualified Unit I members

TAAAC supports the principle of hiring fully qualified Unit I members whenever possible, as outlined in the Code of Maryland Regulations, Title 13A.

U. Presentation of negotiated Agreement to Unit I members

Opportunity for TAAAC Representatives to present a negotiated master agreement or negotiated amendments thereto to all interested Unit I members to a ratification vote by TAAAC shall be provided in each school within

the regular work week, as defined in Article 11, Item A, at a time which does not disrupt the instructional program.

ARTICLE 22 **PROCEDURES FOR NEGOTIATIONS**

A. Designation of negotiators

A negotiating team of no more than four persons shall represent each party in negotiations. By September 22, TAAAC and the Board shall each designate to the other in writing the names of the chairperson and other permanent representatives 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 at the first negotiating session, except that, by mutual agreement, the teams may later make additional proposals based on unforeseen situations which have arisen since the opening of negotiations.

D. Time limits of meetings

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

E. Confidentiality of discussions

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

The above provision shall not prevent the Board team from seeking guidance from the Board of Education and staff nor the TAAAC team from seeking guidance from its members.

F. Inclusive dates of negotiations

During years in which negotiations occur, negotiating sessions shall begin by October 5. Unless an impasse has been requested by one of the parties, the team members shall complete the Agreement, affix their signatures to it by January 15, and transmit it to TAAAC and the Board, who shall take action within 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 January 15.

G. Signing the Agreement

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

H. Selecting impasse panel chairperson

If an impasse in negotiations should arise and the panel members representing the Board and TAAAC cannot agree upon or acquire the services of a third panel member within the time limits provided by law, the Board or TAAAC shall jointly request the American Arbitration Association to submit a list of seven names from which the parties will strike names alternately until only one name remains. This person shall be designated as the third member.

ARTICLE 23 **REHIRED RETIRED TEACHER**

A. Definition

Definition of "Rehired Retired Teacher" (RRT) means a rehired retired certificated employee who is a member of the State Teachers' Retirement System or the State Teachers' Pension System and who is rehired by a local school system under the provisions of the State Personnel and Pension Article, §22-406 and §23-407, Annotated Code of Maryland.

B. Salary

The salary for full-time 10-month RRT's for the 2004-2005 school year shall be \$55,000. The annual salary shall be prorated for less than a full-time assignment or for terms of less than one year. Salary for 12-month RRT's will be prorated at 1.18 times that of 10-month RRT's

C. Annual Leave

Twelve-month RRT's will be provided with one-half day per pay period of annual leave per year. One-half of the total annual amount will be available at the beginning of their work year.

D. Exclusions/Amendments to the Agreement

All other provisions of this Agreement will apply to RRT's except those specifically excluded or amended below. These exclusions/amendments shall not impact any existing benefits RRT's received from the school district from which they retired.

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

- D. Procedures for suspension of Unit I member

ARTICLE 3 SALARY AND OTHER COMPENSATION

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

ARTICLE 4 EMPLOYEE BENEFITS

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

ARTICLE 5 SICK LEAVE

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

ARTICLE 6 SABBATICAL LEAVE (entire article)

ARTICLE 7 LEAVES OF ABSENCE (entire article)

ARTICLE 8 OTHER LEAVES

- A. Personal Business (paragraph 4 only)

ARTICLE 9 PROFESSIONAL IMPROVEMENT

- B. Reimbursement of college

ARTICLE 12 ASSIGNMENT AND TRANSFER

- A. Voluntary Transfer
- B. Involuntary Transfer
 - 1. A teacher(s) to be excessed:
 - a. A teacher(s) volunteering to be excessed

- b. A rehired retired teacher(s)
- c. A teacher(s) with provisional certificate
- d. A teacher(s) selected by the principal using the following procedure and criteria

C. Timeline for filling vacancies

D. Posting of new schools

E. Notification of Assignment

F. Reduction in Staff

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

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

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

ARTICLE 16 EVALUATION AND RATING OF PROFESSIONAL STAFF

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

ARTICLE 17 RESIGNATION AND CONTRACT RENEWAL (entire article)

ARTICLE 21 TAAAC RIGHTS, PRIVILEGES AND RESPONSIBILITIES

B. Leave for President

ARTICLE 24
DURATION OF THE AGREEMENT

Unless as may be otherwise herein provided, the terms and conditions of this Agreement shall take effect July 1, 2004, and remain in effect through June 30, 2005.

The following Agreement was reached by the undersigned on June 3, 2004 and submitted for ratification to TAAAC and the Board in accordance with the procedures and timetable established in the Master Agreement for 2004-2005.

For the Board:

For TAAAC:

Oscar N. Davis
Chief Negotiator

William Jones
Chief Negotiator

Catherine Herbert
Negotiator

Deborah Cottrell
Negotiator

Roy Skiles
Negotiator

Sheila Finlayson
Negotiator

Judith Jenkins
Negotiator

Donald Patterson
Negotiator

Bobbi Pedrick
Negotiator

Jennifer L. Golder
Negotiator

P. Tyson Bennett, Esquire
Negotiator

Dolores Sherwood
Negotiator

Following mutual ratification, the parties hereunto set their hands and seals this 22 day of June 2004.

BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY

Eric J. Smith
Superintendent of Schools

Paul G. Rudolph
President

TEACHERS ASSOCIATION OF ANNE ARUNDEL COUNTY

William Jones
Executive Director

Sheila Finlayson
President

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