

Tentative Agreement for Fiscal Year 2016
Between
The Association of Education Leaders and the Board of Education of Anne
Arundel County

Summary of Changes

The following summarizes changes to the Negotiated Agreement between the aforementioned parties which is set to expire on June 30, 2015. Pending ratification by both parties, these changes have been agreed upon by the representatives of both parties to take effect on July 1, 2015.

Article 1 – General Provisions of the Agreement

Items shall become effective on July 1, 2015, and remain in effect through June 30, 2017. In FY2016 and FY2017, there shall be one (1) salary reopener and no more than three (3) non-economic reopeners per year. Either party may waive its reopener.

Article 2 – AEL, Rights, Privileges, and Responsibilities

Updated language to state that tax-deferred supplemental retirement programs shall be made available to Unit II members from carriers mutually approved by the Board and AEL. Deductions taken will be submitted for processing on a bi-weekly basis on or before a regularly scheduled pay day.

Article 3 – Professional Rights, Privileges, and Responsibilities

Agreed to a new provision which will state that Unit II employees may submit a written request to the Superintendent's designee requesting the removal of a counseling letter from the Official Personnel File. The letter will be removed provided no further infractions have occurred that resulted in additional counseling letter(s) and/or disciplinary action(s) within the past three (3) consecutive years from the date the counseling letter was issued.

Article 4 – Salaries

Salary Scale

Every Unit II employee will receive a 1.25% COLA, effective July 1, 2015.

Salary Scale Design/Criteria

The Board and AEL shall continue the work of the Workload and Compensation Committee.

Position Changes

A Unit II member's salary shall be redlined for a period of 12 months if their job classification is abolished.

Article 5 – Employee Benefits

Healthcare

Updated language to include a low option plan to comply with provisions of the Affordable Care Act (ACA).

Term Life Insurance

Updated the language (no substantive changes) regarding term life insurance:

- Optional term life insurance in \$5,000 increments up to \$200,000 is available at employee cost.
- New employees opting to purchase more than \$100,000 will be required to submit Evidence of Insurability.
- During open enrollment or thirty (30) days of a lifestyle change, employees may purchase optional life insurance in any amount and will be required to submit Evidence of Insurability

Separation Pay Distribution Option)

This provision will be renamed the *Special Pay Plan* (Previously The following modifications have been made regarding the Special Pay Plan relating to separation pay:

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

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

Savings Bonds

At a Unit II employee’s written request, the Board shall make payroll deductions for U.S. Savings Bonds.

Article 7 – Sabbatical Leave

The following modifications have been made to the sabbatical leave requirements.

- Request for sabbatical leave must be received by the Executive Director of Human Resources.
- The Unit II employee must have completed at least five (5) full school years of service in AACPS prior to the leave and have performance evaluations of at least “Effective.”
- Unit II employees on sabbatical leave, for either a full year or a half year, shall be paid by the Board at fifty (50%) percent of the rate of salary which they would have received had they remained on active duty. To ensure that employees return to employment with AACPS, the Unit II employee shall enter into a separate, written contract, including a confessed judgment, whereby he/she agrees to return to service in AACPS for no less than two (2) times the length of the sabbatical leave. If the employee fails to return and remain an employee for said time, he/shall repay any monies (salary and the Board’s share for healthcare benefits) in accordance with a repayment plan paid to the Board of Education.

Article 11 – Work Schedule

Duty Days

All 210-day assistant principals will be converted to 12-months.

4-day Work Week

AEL and the Board agreed to continue the 4-day work week from July 8, 2015 through August 11, 2015.

Required Work Hours

The following framework for a pilot Professional Leave program shall be in effect from September 1, 2015, through August 31, 2016. Additionally, coordinators will be permitted to telecommute/telework during the 4-day work and Code Blue Days effective September 1, 2015, through August 31, 2016.

AEL Workload Professional Leave (Comp Time)		
		# of days
Tier 1	Elementary Principals Elementary Assistant Principals	3

	Special Centers Charter School	~
Tier 2	Middle School Principals Middle School Assistant Principals	4
Tier 3	High School Principals High School Assistant Principals Evening High Principal	5

- This framework only applies to school-based staff.
- Time period for pilot Professional Leave (September 1, 2015 – August 31, 2016) usage begins on September 1 through August 31. Any remaining days will expire after that time.
- If promotions or leave(s) occur between September 1 through August 31, appropriate promotions would occur (similar to the sick leave process).
- Days can be used for Code Blue and Fridays during the 4-day work week, Winter Break and/or Spring Break.

Unit II Coordinator - Teleworking/Telecommuting Procedures

PARTICIPATION

Coordinators will be permitted to telework/telecommute with supervisor approval on Code Blue Days and during the 4-day work week. Employees may telework/telecommute during extended hours (Monday through Thursday) or work their regular contractual week and telework/telecommute on Fridays during the 4-day work week.

Coordinators must have tasks that are portable and can be readily performed off-site. Additionally, there must be a specific assignment/work product to be produced or maintained during the teleworking/telecommuting period that can be completed with quantifiable tasks, the quality and quantity of which can be monitored as it is in the regular workplace.

An employee's duties, responsibilities, terms of employment, salary and benefits remain unchanged during the teleworking/telecommuting period. Work hours and leave usage continue to apply as specified in the terms of employment. Employees who telework/telecommute remain subject to all of the Board of Education Policies and Regulations. Failure to comply with the terms of the Teleworking/telecommuting Agreement may result in disciplinary action and termination of the teleworking/telecommuting agreement.

TELEWORKING/TELECOMMUTING AGREEMENT

Prior to the commencement of teleworking/telecommuting, both the employee and supervisor must review and sign the *Teleworking/telecommuting Agreement*. The agreement must include each day telework/telecommuting occurs.

EQUIPMENT

AACPS does not provide equipment to support teleworking/ telecommuting. The Division of Technology does not keep spare laptops or other equipment available for this purpose. Any necessary equipment must be provided by your own department or office. Prior to the commencement of teleworking/telecommuting, employees should test computers/laptop or other equipment to ensure that assignments/work product can be completed remotely. OneDrive/ Office 365 may be utilized to access and manage work files. Please contact the Help Desk with any questions or technology support.

Article 12 – Professional Improvement

Reimbursement for College Credit

The number of reimbursable college credits was increased to a maximum of twelve (12) semester per year completed while employed by the Board.

Evaluation and Rating of Unit II

Electronic signatures will be used for ratings for Unit II employees.

Article 13 – Nomination Procedures for Administrative and Supervisory Positions

The following is a modification of the procedures for employees who wish to be considered for vacancies in covered positions. In addition, Section K will be renamed *Selection of External Candidates*.

- Unit II members shall complete and transmit the appropriate on-line application within the time limits established in the announcements.
- An applicant who is not an employee of the Board may be selected for a position covered by this policy only if:
 1. He/she has met all other requirements of Article 13 of this Agreement
 2. Three (3) qualified candidates (provided there are three) are interviewed prior to offering the position to a new hire, and he/she has met all other requirements of Article 13 of this Agreement.

Article 15 – Other Personnel Policies

Unit II employees must be notified of their assignment by July 15 annually.

Article 16 – Grievance Procedures

The Board will pre-schedule four (4) dates for evaluation appeals on an annual basis. The evaluation appeal procedures will be revised to include a note-taker. The Board and AEL will share costs incurred by the note-taker.