

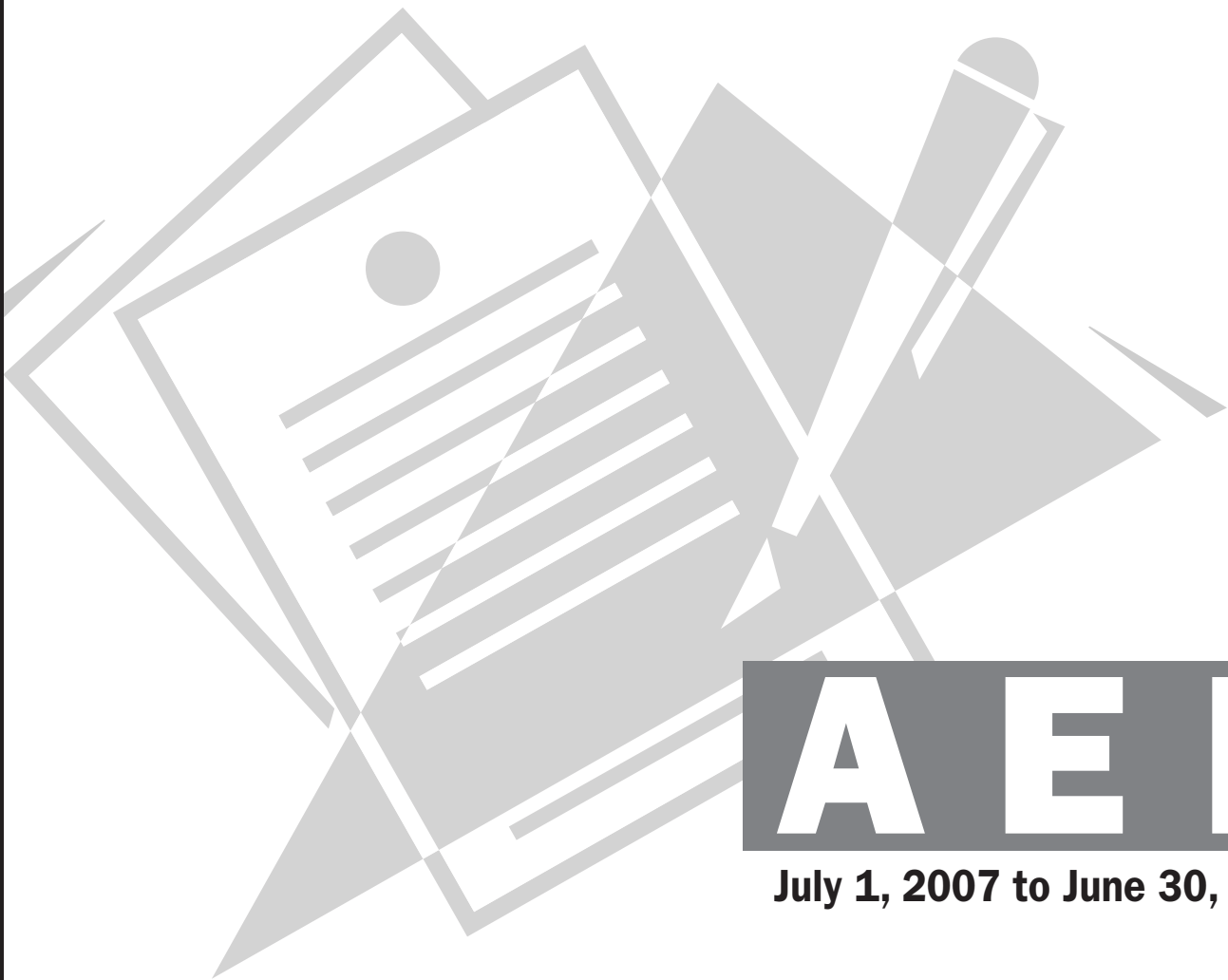
Negotiated Agreement

between the

Association of Educational Leaders

and the

Board of Education of Anne Arundel County



A E L

July 1, 2007 to June 30, 2011

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PREAMBLE

The Board of Education recognizes the Bill of Respect adopted by AEL as follows:

The Bill of Respect

The Association of Educational Leaders hold these tenets to be true and self-evident.

We believe that:

1. Our Negotiated Agreement is critical to the professional stature of our membership.
2. We should be adequately and equitably compensated for the duties and responsibilities to which we are assigned in accordance with the salary guidelines and work schedules.
3. The membership shall have optimal options for fringe benefits.
4. The personal and professional leave time shall be respected according to individual needs.
5. Professional improvement is essential for continued excellence in leadership performance.
6. Fair, consistent, and equitable practices should be adhered to when dealing with promotions, assignments, and discipline.
7. There should be mutual support when resolving school and community conflicts.

The Bill of Respect shall not be subject to grievance.

ARTICLE 1
GENERAL PROVISIONS OF THE AGREEMENT

A. Parties to the Agreement

This Agreement is made and entered into by and between the Board of Education of Anne Arundel County and the Association of Educational Leaders.

B. Definition of "Items"

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

C. Definition of "Board" and "AEL"

The Board of Education of Anne Arundel County is hereinafter referred to as the "Board" and the Association of Educational Leaders is hereinafter referred to as "AEL."

D. Definition of "Unit II Employee"

As used in the Unit II Negotiated Agreement, the term "Unit II Employee" refers to any professional employee of the Board included in the Unit for which AEL is designated the representative.

The composition of Unit II shall be determined by the following criteria:

Certificated professional employee shall be represented in negotiations by Unit II if they spend less than 50% of their time in required working hours in any of the following:

- instructing pupils
- preparing, processing and distributing learning materials for pupils
- planning activities for pupils
- guiding and counseling pupils
- supervising disciplining of student population or provides other assigned administrative tasks
- diagnosing and helping to solve adjustment and learning problems of pupils

provided they also:

- have the responsibility for a segment or area of overall operation of the school system or its programs

or

- have the responsibility to plan, organize, direct, coordinate or control the work of other certificated professional employees, and their relationships to other certificated professional employees is characterized by one or more of the following:
 - have responsibility for the development of instructional programs to be implemented by them
 - have the responsibility to direct or supervise their work and to evaluate their performance
 - have the authority to hire, transfer, suspend, promote, discharge, assign, or discipline them, or effectively to recommend such action.

As new positions are created involving certificated personnel who meet the above criteria these professional employees will be included in Unit II.

Existing positions as specified by the job groups in Article 4 or added thereso by agreement of due parties shall be maintained as employees of Unit II during the length of this Agreement.

The following exceptions shall be made:

The Superintendent, Executive Staff, Assistant Superintendents, Directors, and other positions assigned to the Executive Salary scales, shall be excluded from representation in negotiations and are not subject to this agreement.

E. Authority of the Board

AEL recognizes that the Board is the legally responsible agency charged with the successful operation of the public school system of Anne Arundel County. The determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board, subject only to its Negotiated Agreements and state and federal laws.

The Board recognizes that Unit II employees are responsible to the Board for the administration of school policy, the operation and management of schools, and the direction of subordinate employees subject to its Negotiated Agreements, state and federal laws.

Nothing in this Agreement shall be construed as an abrogation of the legal responsibilities, powers and duties of the Board.

F. Recognition of AEL

The Board recognizes AEL as the exclusive representative to serve as the negotiating agent for Unit II employees for salaries, hours and working conditions in accordance with the provisions of Maryland Law, Education Article 6-404.

G. Non-Discrimination by AEL

AEL agrees to continue its policy of admitting eligible Unit II employees to membership without discrimination and to represent all such persons without regard to membership.

H. Effect of Agreement on Other Policies

This Agreement shall affect existing and future 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.

I. Effective Dates of Items and Agreement: Renegotiations

Each item of this Agreement shall be valid and binding upon ratification of the Agreement by AEL and the Board. Unless another effective date is indicated, each item shall become effective on July 1, 2007. The terms and conditions of this Agreement shall remain in effect through June 30, 2011.

If categories which contain requests for funds to support the items of this Agreement are reduced by the County Council, and the Board feels that it cannot implement the provisions of one or more of the items as negotiated, further negotiations between the Board and AEL on such items shall be instituted within five duty days after enactment of the budget by the Council. Agreements reached shall be submitted promptly to the parties for ratification, after which the Board shall take final action on the allocation of funds.

RENEGOTIATIONS

If fiscal item is not funded, preference of renegotiations shall be: salary scale adjustment, COLA, and then performance pay reserve.

REOPENERS

In FY2009, FY2010, and FY2011 there shall be one (1) non-economic re-opener per year, if triggered by the other party. If neither party chooses to trigger a re-opener for negotiations for the following fiscal year, then the terms of the current contract in effect at such time shall remain in place for the new fiscal year.

J. Severability

The Board and AEL agree that if any of the provisions of this Agreement or the application thereof to any person or circumstance shall be held legally invalid 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.

K. Printing and Distributing Agreement

The Board agrees to print and distribute this Agreement to all current Unit II employees promptly after its ratification and to newly employed Unit II employees as soon as practicable after their appointment.

L. Temporary Suspension of Agreement During Emergency

In circumstances resulting from civil disorder, national emergency, fire, flood, or other natural catastrophe beyond the control of the Board, AEL and the Board agree that any provisions of this Agreement which restrict the Board from taking emergency action for the safety and welfare of all citizens may be suspended for the duration of the emergency.

ARTICLE 2
AEL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

A. Payroll Deduction

The Board agrees to make payroll deductions for AEL members who request it in writing for dues to be paid to professional organizations. Said payroll deductions shall remain in effect for eligible Unit II employees until the Board is notified in writing by the member to discontinue the same.

Disbursement to the professional associations will be made by AEL.

The Board shall also make payroll deductions for payments to the Educational Employees of Anne Arundel County Federal Credit Union.

Tax deferred annuities or other similar type of investments, should they be identified, shall be made available to Unit II employees from those carriers approved by AEL and the Board. A Unit II employee may have the option of selecting any one of the approved carriers.

The Board will make deductions for any Unit II employee of the Board who has a tax-deferred annuity agreement in force with another carrier at the time of employment. The Board and AEL will work out an arrangement with a broker to accept reductions from the Board. That broker will distribute these deductions to the various carriers, provided the carrier of the new employee's annuity will accept the conditions agreed upon for enrollment, reduction and transmittal of funds.

B. Leave for President

The president of AEL shall, upon request, be granted a leave of absence without pay but with experience credit for service to AEL for the tenure of the presidency. This leave shall begin on July 1 and continue until June 30 for each president whose term of office shall have begun the preceding May. AEL shall reimburse the Board for the total cost of continuing benefits to the President during this leave.

C. Exchange of Communications

The Board shall provide AEL designee with copies of all communications concerning salaries, wages, hours and other working conditions of Unit II employees which are given general distribution. Similarly, decisions made by the Board affecting groups of Unit II employees shall be provided to AEL. AEL shall supply the Board with ten copies of each flyer, newsletter, or other communication which is given general distribution to its employees. Distribution to the Board and AEL shall be made concurrently with other distribution.

When an AEL-Board joint study committee mutually engages a consultant, a copy of the consultant's report and credentials shall be provided by the Board for each employee of the committee. Fifteen copies shall also be provided for AEL.

D. Use of Mailboxes

AEL shall be granted the privilege of placing in the mailboxes of Unit II employees at their worksites its official publications and other materials bearing the signature of the Executive Director, Administrator or President of AEL.

E. Payroll Deduction - Insurance Programs

The Board shall provide payroll deduction of premiums for Unit II employees for their share of any partially funded insurance programs mutually agreed upon in Article 5 of this Agreement.

F. Board Data

The Board shall provide AEL with reasonable data necessary for the formulation of its negotiations proposals, except that no confidential information shall be released.

G. Use of School Facilities

Use of School Facilities, School buildings, equipment, and other facilities shall be available to AEL in accordance with Board policy. Officers of AEL and Unit II employees shall not use school materials or duty time in the transaction of AEL business.

H. Roster of Unit II Employees

By September 15 the Board shall provide AEL with the names and duty stations of all Unit II employees.

I. Agenda and Minutes of Board Meetings

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

J. Recognition During Board Meetings

A representative for AEL, who may be the president or the president's designee, may attend any board meeting to offer comments on items on the agenda which affect salaries, hours, and/or working conditions for Unit II employees.

AEL may present a proposal to the Board by requesting that the Superintendent include their presentation on the agenda for a Board meeting.

K. AEL's Obligation Regarding Performance of Duties

AEL recognizes the obligation of Unit II employees to perform all duties required by the rules and regulations of the State and the Anne Arundel County Board of Education.

L. Non-Restraint of Employees' Rights

AEL agrees not to interfere with, restrain, or coerce Unit II employees in their individual exercise of any right granted them by this Agreement.

M. Calendar Committee

Representatives shall be named by AEL to serve on the Board's annual school calendar committee. The representatives shall participate in the deliberations of the committee, present the position of AEL on calendar items, and assist in drafting the proposed calendar to be presented to the Board.

N. Advice of Unit II Employees on Facilities Planning

In the design of new structures and the renovation of old, the advice of appropriate Unit II employees shall be sought and acted upon.

ARTICLE 3
PROFESSIONAL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

A. AEL Membership

No Unit II employee shall be constrained from joining or coerced to join AEL by either the Board or AEL or any of their representatives.

B. Non-Discrimination

The provisions of this Agreement shall not be applied in a manner arbitrary, capricious, or discriminatory in regard to race, creed, religion, color, national origin, age, sex, marital status, sexual orientation or membership or non membership in AEL.

C. Controversial Issues

Unit II employees shall have the 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.

D. Personnel File

All items entered in the personnel files of Unit II employees after March 5, 1969, except confidential references pertaining to original employment or promotion, shall be open to employees by appointment and available to no one else without the employee's written permission except their superiors and those responsible for keeping the files. No unfavorable entry shall be made in Unit II employees' files without their knowledge and Unit II employees shall have the right to attach a remittance to said entry. They shall affix their signatures to each entry to indicate only that they are aware of the entry.

If Unit II employees refuse to sign an entry for their file, the writer shall have a witness sign the statement that the employee was shown the item but refused to sign. If Unit II employees are unavailable to sign an entry, a copy shall be sent to the Unit II employee by certified mail and the mail receipt shall be attached to the item in the personnel file of the Unit II employee.

If a Unit II position is abolished an explanation shall be placed in the personnel file of any Unit II employees affected. If an agency requests references concerning a Unit II employee, this explanation shall be included.

E. AEL Representation on Study Committees

Any committee established to study and/or recommend changes in salary, hours and working conditions of Unit II employees shall have at least one Unit II employee appointed by the executive director, administrator or the president of AEL.

F. Citizenship Rights

1. Political Rights

The Board and AEL recognize the right of Unit II employees to participate in political governmental affairs in a manner afforded any other citizen, including the right of vote; the right to be an active employee 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 II employee seeking or holding office or campaigning for a candidate shall be conducted outside the duty premises and outside the working hours.

The following activities upon property under the jurisdiction of the Board are specifically prohibited:

- a. 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. Solicitation for campaign workers.
- e. The use of pupils for writing or addressing political materials, or the distribution of such material to pupils.

Unit II employees shall refrain from using the privilege of their professional position or title for political purposes. Neither shall they exploit pupils in any way for political purposes for themselves or for any party or candidate.

3. Protection Against Jeopardy of Position

The position of a Unit II employee will at no time be in jeopardy due to the employee's political activities as long as the terms of this Agreement are adhered to.

4. Political Leave

Unit II employees 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 the employee's assigned duties.

5. Use of School Facilities Denied

Unit II employees engaged in political activities such as seeking or holding public office shall not use the school's administrative help, duplication, website, email, mailing service, or telephones for this purpose.

Unit II employees who are seeking or holding public office shall refrain from seeking advice, counsel, and assistance from other employees during working hours.

6. Privileges Not Denied

Nothing in this Agreement shall prevent:

- a. The dissemination of information concerning tax and/or school bonds.
- b. The use of "bumper stickers" or other expressions of individual preferences upon automobiles which the Unit II employees normally park on school grounds.

G. Right to Other Gainful Employment

It shall be the right of Unit II employees to engage in other gainful employment as long as it does not interfere with the performance of the duties of their position.

H. Retirement Information

Upon request to the personnel department, Unit II employees eligible to retire shall be provided with literature explaining the various options available to them upon retirement. A conference will be held for the Unit II employee who wishes it.

I. Personal Property Damages

Subject to a recommendation of the immediate superior and approval by the Superintendent's Council, the Board shall pay an amount not to exceed \$200 for damage to a Unit II employee's personal property which may be incurred by the employee as a result of a personal assault or student-initiated altercation while 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.

J. Participation in Curriculum Development

Committees appointed to develop or revise curriculum guides and courses of study shall include Unit employees.

K. Requests for Identical Data

Unit II employees who are requested by staff officials to provide data which are identical to data that has previously been reported to the central office, may refer the staff employees to the source of data previously reported to ascertain whether the previous report will satisfy the current request.

ARTICLE 4
SALARIES

A. Salary Plan

1. Salary Job Groups

Job Group I

Job Group II

Administrative Trainee

Job Group III

Assistant Principal Level I

Job Group IV

Assistant Principal Level II – up to 750 students

Assistant Program Manager – Infant and Toddler Program

Volunteer Services Administrator

Job Group V

Assistant Principal II - 751-1,500 students

Job Group VI

Assistant Principal II - over 1,500 students

Special Assistant for Student Discipline

Job Group VII

Personnel Specialist Principal -

up to 350 students

Program Coordinator

Coordinator of Title I

Coordinator of Outdoor Education

Coordinator – Career and Continuing Education

Job Group VIII

Coordinator of Special Education: Pre-School, Elementary, Speech and Language

Coordinator of Psychological Services

Coordinator of Pupil Personnel Services

Coordinator of Special Education: Secondary, Intensity V, Vision and Hearing

Principal - 351-750 students

Special Education Legal Issues Officer

Job Group IX

Principal - 751-1,500 students

Job Group X

Principal - over 1,500 students

The Board and AEL recognize that the Board maintains exclusive authority in the area of job classification and that exclusive action on job classification is within the sole province of the Board.

2. Salary Scale

The salaries and longevity for Unit II employees covered by this Agreement for July 1, 2007 - June 30, 2011, are changed as follows:

SALARY	General Salary Increase	Salary Scale Adjustment	Performance Pay Reserve
▪ FY2008	6%	2%	2%
▪ FY2009	6%	2%	2%
▪ FY2010	6%	1%	3%
▪ FY2011	6%	1%	3%

- Add new steps to the salary scale as follows:
 - In FY2008, Step 36 and Step 37
 - In FY2009, Step 38
 - In FY2010, Step 39
 - In FY2011, Step 40

PERFORMANCE PAY

Create a performance pay reserve as indicated above. Funds will be used to pay bonuses and incentive pay to administrators based on their individual performance, school performance, and the achievements of AACPS instructional goals and objectives.

A Joint Committee will be appointed to develop recommendations to the Superintendent on the specific criteria and procedures necessary to implement this initiative, including an appropriate evaluation instrument to become effective at the start of the FY08 school year.

Continue assignment/performance pay for challenged schools [as is current provided for under ARTICLE 4, A. 2]. Effective July 1, 2007, increase assignment pay to \$6000 annually for those principals assigned to designated “challenged” schools. If the school makes AYP, an additional \$9000 will be paid to the principal. Increase assignment pay for Assistant Principals to \$3000, and AYP pay to \$5000.

Schools selected for participation in the challenged schools program will be at the sole discretion of the Board and the Superintendent. Criteria to be used in the selection process may include AYP status, MSA/HSA assessment data, FARMS, Title I status, staff and student turnover, and other cogent indicators.

If fiscal item is not funded, preference of renegotiations shall be: salary scale adjustment, COLA, and then performance pay reserve.

DOCTORAL DEGREE STIPEND

The Board and AEL agree to a stipend of \$1,000 annually for those AEL employees who receive a doctoral degree applicable to their area of certification and/or related to their professional work assignment.

SALARY SCALE DESIGN/CRITERIA

The Board and AEL agree to review the design/structure of the current AEL salary scale in comparison to that of other surrounding school systems to include the factors/criteria used for the placement of positions within those school systems at the various levels within such salary scales.

3. **Procedures**

- a. If an employee is appointed to a position for which certification is required and the employee does not obtain the required certification, an advance of one increment step shall be allowed, but further increment steps shall be withheld until the required certification is obtained.
- b. In determining the placement on the salary scale for someone who is employed with previous experience in another school system, credit shall be given in the appropriate job group for experience in another school system I the same or a comparable position.
- c. During the period of time a school is on double sessions, a principal’s salary shall be determined by increasing the current salary by 10%, and then placement on the step that is nearest to but exceeds the computed amount. This action shall be taken even though it may exceed the maximum salary step indicated I the salary plan. This exception shall be determined upon the discontinuance of double sessions.

- d. During the period of time when a principal or assistant principal is responsible for two or more separate schools, their salary shall be determined by increasing the current salary by 10%, and then placement on the step that is nearest to but exceeds the computed amount. This action shall be taken even though it may exceed the maximum salary step indicated in the salary plan. This exception shall be terminated when the principal or the assistant principal is no longer responsible for more than one school.
- e. An annual increment shall be paid to each employee who has received an overall annual performance rating of satisfactory for the previous year and has not reached maximum.
- f. Upon promotion or reassignment, Unit II employees shall be placed in the designated Job Group for the new position, and on the commensurate step for the employees' years of creditable experience as determined by the Director of Human Resources.
- g. The job group of a principal or an assistant principal, who is on the Unit II salary scale shall be subject to adjustment on October 1 based on pupil enrollment as of September 30. If the enrollment of a school as of September 30 would place a principal or assistant principal in a lower job group than the one in which the principal or assistant principal is currently placed, the salary rate in that position shall not be reduced for a period of 12 months.
- h. Enrollment in Special Education Schools, including orthopedically handicapped centers, diagnostic centers, special education pre-school classes in a regular school, and Level V outreach programs and seriously emotionally disturbed programs in a regular school shall be multiplied by a factor of three to determine the enrollment factor for establishing the job group of principal and assistant principal.
- i. The job group of principals of the vocational-technical centers and night high school shall be established by the Superintendent and the Board of Education.

B. Position Changes

A Unit II employee with a satisfactory rating in the employee's present position who accepts a transfer to another position to accommodate the needs of the school system shall not do so at a reduction in salary if the employee did not initiate the transfer.

If a job classification is abolished, the persons serving in the capacity or serving as administrative trainees for the job shall be formally notified in writing at least 30 days prior to the abolishment. Alternative jobs shall be formally offered to them.

C. Involuntary Reassignment

Any employee of Unit II who is involuntarily reassigned shall be paid the salary for the position to which the employee is reassigned, beginning with the effective date of reassignment, except that the salary shall not be reduced for a period of 12 months. This provision shall not apply to an assistant principal level I returned to a Unit I position nor to other employees who have agreed in writing to accept a position on a temporary basis.

D. Rate of Deduction for Lost Time

For all absences without pay, the per diem rate of deduction for Unit II employees shall be as follows:

- 1/190 of the annual salary for employees whose work year is the same as that of classroom teachers.
- 1/200 of the annual salary for employees whose work year is 200 duty days.
- 1/260 of the annual salary for employees whose work year is 12 months.

E. Bank Deposit of Payroll Checks

Unit II employees may have the option to have their payroll checks deposited in their bank.

F. Report of Accumulated Leave

Unit II employee's shall have provided on their payroll stub each pay period the number of unused sick leave days accumulated and the number of unused annual leave days accumulated through the end of the previous month.

G. "Acting" Status

Any Unit II employee appointed by the Board to a position in an acting capacity may hold the title "acting" for no longer than one year, after which the employee shall be given a regular appointment to the position if the employee continues in it.

H. Workshops

A Unit II employee shall be paid \$30.00 per hour for each hour of actual instructional time devoted to workshops sponsored by the Board.

ARTICLE 5
EMPLOYEE BENEFITS

A. Hospital - Medical Insurance

Effective July 1, 2007, through December 31, 2007, Article 5, Employee Benefits will be as follows:

July 1, 2007 HMO 97% Board contribution/3% employee contribution PPN 87% Board contribution/13% employee contribution of PPN premium towards PPN or traditional health care plan.

January 1, 2008 Will offer Unit II employees the Triple Option Plan.

January 1, 2008 HMO 96% Board contribution/4% employee contribution PPN 86% Board contribution/14% employee contribution of PPN premium towards PPN or traditional health care plan.

In FY2009, FY2010 and FY2011, the employee's contribution toward the health care premium shall be increased by 1% each year to match cost for teachers.

If necessary, the above rates will be renegotiated to correspond to those established for Unit I employees. Further, the above are rates contingent upon the full funding of the negotiated COLA's as identified in Article 4.

The Board will pay 90% of the Preferred Provider Organization (PPO) Dental Plan toward the Traditional Dental, 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 and child or family basis for Unit II employees 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 II employees to pay health care premiums with pretax dollars. The Board will accept enrollment during the year for a Unit II employee (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 Appendices E and F.

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 aforesaid plans.

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

All female employees 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 employees. 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. AEL will be a party to the selection process reading all respondents to the R.F.P.

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

B. Term Life Insurance

Effective July 1, 2007 a term life insurance policy for \$200,000, with full cost paid by the Board, shall be provided for each Unit II employee.

An optional term life insurance policy in \$5,000 increments up to \$50,000 with full premium paid by the Unit II employee, shall be provided through payroll deduction if participation by the Board's employees meets the minimum requirements of the carrier.

C. Severance Pay on Retirement

Effective July 1, 2007, a Unit II employee who retires from service with the public schools of Anne Arundel County in accordance with the provisions of the Maryland State Teachers Retirement System shall be paid \$50 per day for all unused accumulated sick leave earned in Anne Arundel County and then increase by \$5.00 increments each of the following 3 years such that the amount will equal \$65.00 in FY2011. This provision shall also be applicable to any Unit II employee who elects the vested retirement plan after having rendered 15 or more years of creditable service as a employee of the retirement system. If a Unit II employee dies while in service the beneficiary designated with the retirement system shall receive that employee's severance pay.

D. Separation Pay Distribution Option

When a Unit II employee's notice of retirement is received by the Division of Human Resources, the employee's separation pay shall be issued in one of two forms:

1. If the total dollar amount of the 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 the 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. The employer contribution will become taxable income only upon the Unit II employee withdrawing it from the plan.
3. The Unit II employee will then have the following options concerning their separation pay detailed in number 2 above. They may:
 - a. Invest amongst the choices within the 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 II employee is liable to remit the state taxes on the distribution.
 - e. Request a loan against the 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 a loan.

If a Unit II employee 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.

E. Savings Bonds

The Board shall make payroll deductions for U.S. Savings Bonds for those Unit II employees requesting it in writing in September of any year.

F. Medical Benefits

All medical and life insurance benefits and programs granted to Unit II employees shall be no less than that which has been granted to Unit I.

G. Liability Insurance

The Board shall carry a liability insurance policy providing \$1,500,000 minimum coverage for each Unit II employee, with \$750,000 minimum coverage for each occurrence for bodily injury, and \$200,000 property damage for each occurrence for damages which the Unit II employee(s) may become legally obligated to pay arising out of their activities while on duty as employees of the Board.

The Board shall provide insurance coverage of \$200,000 for accidental death and up to \$200,000 for dismemberment and/or injury for any Unit II employee while on an authorized trip in the performance of the employee's duties as a Board employee. The Unit II employee may designate his/her beneficiary of said policy.

ARTICLE 6 **SICK LEAVE**

A. Rate of Earning

Unit II employees shall be credited with .5 days of sick leave for each pay period they are employed, including the time they are on annual leave or vacation.

B. Transfer of Sick Leave

For any Unit II employee coming to Anne Arundel County from another local school system of Maryland the Board will accept by transfer all unused sick leave accumulated after September 1, 1966, in accordance with the provisions of Bylaw 13.06.03.02 B of the Maryland State Board of Education. The Board will be responsible for effecting the transfer of this sick leave and will notify the Unit II employee of the number of days credited to him/her.

C. Unlimited Accumulation

Unused sick leave shall be cumulative without limit.

D. Use for Illness in Immediate Family

During the year in which it is earned, annual sick leave may be used for illness of employees 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 Family Medical Leave Act may be requested under the provisions of Article 9.K, The Family Medical Leave Act and related Board policies and procedures.

E. Sick Leave Bank

1. All Unit II employees on active duty are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for use of the bank for salary payment for personal illness during regularly scheduled duty days after regular sick leave has been exhausted.

2. The contribution on the appropriate form will be authorized by the employee and continued from year to year until canceled in writing by the employee. Cancellation, on the proper form, may be elected at any time and the employee shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly authorized to the bank for contribution will not be returned if the employee effects cancellation.
3. Contributions shall be made between July 1 and September 30. Employees returning from extended leave will be permitted to contribute to the bank on the approval of the committee. New Unit II employees may contribute within the first 30 days after appointment to a Unit II position.
4. The annual rate of contribution may be one day per year and must be in whole day increments.
5. The bank can be used on the first duty day after sick leave is exhausted for the employee who contributed. The maximum number of sick leave days that can be granted in any one fiscal year will be the remaining number of duty days a employee is scheduled to work. In no case will the granting of leave from the bank cause a employee to receive more than the employee's annual salary.
6. Employees 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. The three-employee approval committee, selected by AEL, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests and communicating its decision to the employee and the Director of Human Resources. The committee shall have reasonable discretion in requiring a doctor's certification of disability and in establishing special limits or provision for certain disabilities such as, but not limited to, maternity, injury covered by worker's compensation and mental illness. The committee shall develop its rules of procedure and general criteria for approval. Upon approval of the rules and criteria by the Executive Board of AEL and the Superintendent's Council, the committee shall give them wide distribution.
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 employee 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 days remaining in the sick leave bank on June 30 will be carried into the next fiscal year.
12. AEL and the Board shall agree on a feasible actuarial advised limit on the number of days to be carried in the bank.

ARTICLE 7 **SABBATICAL LEAVE**

A. Full-Time Study Grant

Upon recommendation by the Superintendent sabbatical leave will be granted to Unit II employees for full-time study subject to the following conditions.

B. Number Available

Sabbatical leave shall be available for three employees.

C. Application and Notification

Request for sabbatical leave must be received by the Superintendent in writing no later than October 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.

D. Eligibility

The Unit II employee must have completed at least six (6) full school years of service in the Anne Arundel County School System prior to the leave.

E. Compensation

Unit II employees 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 they would have received had they remained on active duty. To insure that employees return to employment with the Anne Arundel County Public Schools, the Unit II employee shall sign a note, 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 Unit II employee if the full-time program of study for which the leave was granted has been completed and the employee has accepted reassignment in accordance with the leave policies of the Board.

F. Experience Credit

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

G. Benefits During Sabbatical Leave

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

H. Obligation of the Board

In granting a sabbatical leave the Board obligates itself to offer to the Unit II employee, on the expiration of the leave, employment in as near a comparable status as possible at the time without creating a new position or transferring another employee.

ARTICLE 8
LEAVES OF ABSENCE

A. Obligation of the Board

In granting a leave of absence the Board obligates itself to offer to the Unit II employee, on the expiration of leave, employment of as near comparable status as possible at the time without creating a new position or transferring another employee.

B. Obligation of Unit II Employee

The Unit II employee is obligated to notify the Board immediately in writing of any change in the conditions upon which the leave was granted and to make himself/herself available for reassignment at the Board's convenience. Failure to accept reassignment to a position of comparable status, failure to notify the Board of a change in the 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 individual contract.

C. Types

A Unit II employee who has achieved tenure shall normally be granted leave of absence without pay and

1. Without Experience Credit For
 - a. Personal illness*
 - b. Maternity**
 - c. Adoption of a child

- d. Full-time study at a college or university
- e. Severe illness of a employee of the employee's household*

2. With Experience Credit 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 employee's position

*Recommended by a physician

**Verified by a physician

3. May qualify for Family Medical Leave Act under provisions of Article 9.K.

- a. Personal illness
- b. Maternity leave
- c. Adoption of a child
- d. Severe illness of a employee of the employee's household

D. Period of Leave

The leave shall be for the entire school year or for the remainder of the school year in which it becomes effective.

The Board shall consider a request for an extension of the leave for the second year by any Unit II employee who requests it in writing by June 1. The decision shall be given in writing.

A Unit II employee on leave may request reinstatement by giving written notification to the Director of Human Resources sixty days prior to the date on which the employee wishes to return to service.

E. Termination

The contract of a Unit II employee on leave of absence shall be terminated by the Board on September 1 following the expiration date of the leave if the Unit II employee has not returned to work or has not been granted an extension of leave. In the event of an emergency such as an accident or illness the Unit II employee may request that the Superintendent grant an extension.

ARTICLE 9
OTHER LEAVES

A. Annual Leave

1. Number of Days

Unit II employees shall earn annual leave at the rate of one day per pay period of employment.

2. Normal Use, with Exceptions

A Unit II employee on 12-month employment shall normally take annual leave during the summer following the year in which it is earned, especially an employee who is school based or is otherwise closely connected with an instructional program. Exceptions to this policy for any Unit II employee may be made by the immediate superior, who shall approve all leave dates, if the needs of the school system and/or the Unit II employee can best be served by distributing part of the leave throughout the following year.

Each Unit II employee on 12-month duty shall be entitled to use one day of annual leave per year for personal business. The leave shall normally be approved at least 24 hours in advance by the

immediate superior, who shall not require the employee to state a reason for the leave. If, however, an unforeseen emergency requires absence which could not have been approved 24 hours in advance, the reason for the absence shall be stated and at the discretion of the immediate superior may be approved 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; nor at the beginning or the end of the school year.

The beginning of the school year shall mean the first five duty days; the end of the school year shall mean the last five duty days. 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 immediate superior for emergencies which require the Unit II employee's absence on these days.

3. Use for Summer School

A Unit II employee may use annual leave to attend summer school with the approval of the immediate superior 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 employee who attends a six-weeks summer school shall have no less than five days of vacation with pay. Attendance at the Maryland Professional Development Academy shall not be considered as summer school and shall not require use of annual leave.

4. Carry-Over of Unused Days

If at the end of any fiscal year (June 30), 12-month Unit II employees have any unused annual leave from the previous fiscal year they may carry over a maximum of 24 days of such unused leave giving them a maximum of 50 days of annual leave at the beginning of any fiscal year. Not more than 50 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 sick leave days.

Exception: In the last year of employment prior to retirement, in accordance with the provisions of the Maryland State Teachers Retirement System, Unit II employees may carry over 34 days of unused annual leave giving them a maximum of 60 days at the end of the last full fiscal year of employment.

B. Special Leave for Injury on the Job

A Unit II employee who is injured in the line of duty and qualifies for disability under the Worker's Compensation law shall be granted Special Leave with full pay, less salary payment made by Worker's Compensation, for a period of time not to exceed sixty (60) duty days, provided the injury of the Unit II employee is reported to the immediate superior within three (3) days.

If the employee is unable to return to work at the end of sixty (60) duty days, the employee may elect to receive only Worker's Compensation or be placed on sick leave and/or annual leave (if applicable) and continue to receive full salary less Worker's Compensation for the period covered by these leaves. The employee may continue to receive the full benefits of hospital-medical insurance, major medical insurance and term life insurance provided the Unit II employee pays the employee's share of these premiums.

In absences involving compensation under the State of Maryland Worker's Compensation Law, charges to sick leave and/or annual leave allowances, are made only after the sixty (60) duty days of special leave are exhausted.

C. Religious Observances

Unit II employees shall be granted up to three (3) days per school year with pay to observe religious days.

D. Jury Duty

While on jury duty Unit II employees shall continue to receive their regular salary and all applicable benefits.

E. Court Summons

A Unit II employee may be absent without loss of salary and benefits when subpoenaed to appear in a state or federal court, provided the subpoena or summons is not issued (1) in connection with an offense for which the employee is found guilty or (2) in connection with a civil case in which the employee is a party to the action except a case in which the employee was performing his/her assigned duties as an employee of the school system.

F. Bereavement

Each Unit II employee shall be granted five calendar days of absence without loss of salary on the death of a child, parent, spouse, sibling, aunt, uncle, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, grandparent, grandchild, or one who has lived regularly in the household of the Unit II employee. Upon written request from the Unit II employee stating the circumstances which make additional time necessary, the Superintendent may authorize additional days. This leave shall not be charged against annual leave or sick leave.

G. Awarding of Degree

A Unit II employee shall be granted one day of leave with pay to receive an advanced degree awarded on a school day.

H. Personal Business Leave

Each Unit II employee on 10-month duty shall be entitled to one day of personal business leave per year with pay. The leave shall normally be approved at least 24 hours in advance by the immediate superior, who shall not require the employee to state a reason for the leave. If, however, an unforeseen emergency requires absence which could not have been approved 24 hours in advance, the reason for the absence shall be stated and at the discretion of the immediate superior the absence may be approved 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; nor at the beginning or the end of the school year.

The beginning of the school year shall mean the first five duty days; the end of the school year shall mean the last five duty days. 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 immediate superior for emergencies which require the Unit II employee's absence on these days.

Unused personal business leave shall be converted to cumulative sick leave at the end of the year.

I. Assault Leave

A Unit II employee 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 and benefits status instead of sick leave during such period of absence.

J. Adoption Leave

Upon request to the Director of Human Resources, Unit II employees 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 11, The Family Medical Leave Act and related Board policies and procedures. As soon as it has been determined that a Unit II employee wishes to use adoption leave, the Unit II employee must request this leave, in writing, to the Director of Human Resources normally within 30 days in advance and provide appropriate documentation. Unit II employees may elect to have continued participation in health benefits by assuming full cost of the premium. If, however, the employee uses FMLA leave, the Board will continue making its contribution to the appropriate health benefits for the duration of the FMLA leave.

K. Family Medical Leave Act (FMLA) Leave

1. FMLA benefits are available to all Unit II employees 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 employee's hire.
2. The 12 month period for FMLA will be the fiscal year.
3. The Unit II employee must use available sick leave prior to going on unpaid FMLA leave. The Unit II employee 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 (15) has been used.
5. If a Unit II employee is on paid leave because of his or her own serious health condition, and such leave is pursuant to a sick leave bank grant or is covered by worker's compensation, such leave would be exempt from the Unit II employee's FMLA entitlement.
6. All benefits will continue as provided in the negotiated agreements of the respective units.
7. At the Unit II employee's option, the Board will pay the Unit II employee's share of the insurance premium during the leave. The Unit II employee, 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 II employee will return to his/her position.
11. 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 10
RESIGNATION AND CONTRACT RENEWAL

A. Provisions for Resigning

1. Regular Certificate

a. Probationary

Unless otherwise provided for in COMAR, for a Unit II employee who is completing the first or second year of continuous employment by the Board and holds a regular certificate, the deadline date for termination of employment at the end of the year by either the Board or the Unit II employee shall be May 1, except that for a Unit II employee employed on or after February 1, this notification date shall be no later than July 1 of the first year or July 1 of the second year.

b. Tenured

For a Unit II employee who has completed the third year of continuous employment by the Board and holds a regular certificate, this notification date shall be no later than July 31.

2. Provisional Certificate

For a Unit II employee employed on a provisional certificate, the deadline date for notification of termination of employment at the end of the year, by either the Board or the Unit II employee, shall be June 30.

After the deadline date for termination provided above, the contract shall be binding upon both parties until the end of the next school year except that a employee may resign by giving 30 days notice in writing.

B. Supplying References

References shall not be supplied to prospective employers if a Unit II employee resigns on less than 30 days notice in writing except for an emergency which shall be determined by the Director of Human Resources.

ARTICLE 11
WORK SCHEDULE

A. Duty Days

All weekdays when the central office is open shall be duty days for Unit II employees employed on a twelve-month basis except for annual leave.

Twelve-Month Employees

All principals, assistant principals and Unit II Central Office personnel shall be on twelve-month duty.

Administrative Interns shall have a workyear of 200 duty days unless otherwise negotiated by AEL and the Board.

Except in case of emergency, Unit II employees will not be required to work on the following designated government holidays, when the central office will be 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

The Board may designate additional days as holidays when the school Calendar is adopted.

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

When Christmas Day falls on Sunday, Unit II employees shall not be required to work on the following Monday.

B. Required Work Hours

Regular daily work hours totaling 40 hours per week, exclusive of time for lunch, shall be established for Unit II employees by their immediate superiors. It is recognized, however, that the job requirements of professionals are of such a nature that they cannot be adequately met within a specified time frame.

The normal workload for professional personnel in Unit II includes such activities as:

- Job-related late afternoon and evening meetings with other staff employees, students, parents, community representatives and Board employees
- Supervision of student-oriented activities
- Independent planning and work sessions beyond regular work hours as required to promote efficient execution of one's duties
- Emergencies

When the amount of time a Unit II employee spends in the performance of the employee's duties is excessive, the staff employee to whom the Unit II employee reports may grant compensatory time during regular work hours.

The amount of time a Unit II employee spends in the performance of the employee's duties shall be considered during the annual evaluation and rating process.

ARTICLE 12
PROFESSIONAL IMPROVEMENT

A. Reimbursement for College Credit

Unit II employees shall be reimbursed for a maximum of nine semester hours of college credit per year completed while employed by the Board of Education of Anne Arundel County. The following conditions shall apply to reimbursement:

1. Approval of Courses
Credits, subject to approval of the Director of Human Resources, must be applicable to some clearly defined objective, such as a planned program leading to an advanced degree or the enhancement of expertise in the job.
2. Grade Requirement
The Unit II employee must earn a grade of "B" or better, except that one course with a grade of "C" in an approved program of study may be reimbursed.

3. Limitations
The Unit II employee shall be reimbursed for only one course per semester during the academic year, except by advance approval of the Superintendent.
4. Schedule of Payments
Unit II employees shall be reimbursed in the fall for courses completed while on active duty as employees of the Board during the previous spring or summer, and in the spring for courses completed during the previous fall. Employees failing to return to Anne Arundel County for the year following the one in which spring or summer courses were taken shall not be eligible for payment; however, if such employees are reemployed within five years they become eligible for the full amount they would have received had they had uninterrupted service.
5. Duplication of Payment
Payment shall not be reduced because of funds the employee may receive from another source, except that payment by the Board shall not duplicate tuition payment from other tax sources.
6. Rate of Payment
Effective July 1, 2007, tuition reimbursement for all Unit II employees as to credit hours permitted and the rate of reimbursement shall be no less than the credit hours permitted and the rate of reimbursement provided for Unit I employees of Anne Arundel County Public Schools and increase tuition reimbursement to match TAAAC. Additionally, employees who are enrolled in an approved career-related doctoral program as approved by the Director of Human Resources will be reimbursed up to \$2,450 per year.

B. Assistance in Planning

Unit II employees 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 Personnel Specialist in Certification or by making an appointment for a conference.

C. Evaluation and Rating of Unit II

1. Purpose

The primary purpose of the evaluation rating process for Unit II employees is the improvement of instruction and the efficient operation of the school system. Evaluation is that phase of the process by which an administrator or supervisor formally or informally appraises an employee's performance primarily for the purpose of providing direction and bringing about improvement; rating is that phase of the process by which an administrator or supervisor formally assesses, according to a pre-determined schedule and instrument, the extent to which the employee has attained the goals or standards of the assignment.

The evaluation-rating process should:

- a. Enable a rater and the ratee to establish performance goals for the ratee at least six months prior to the formal rating.
- b. Encourage self-appraisal by the ratee.
- c. Provide supervisory assistance to the ratee in identifying strengths and weaknesses and in mutually developing courses of action to bring about desired change.
- d. Provide a measure of accountability by assessing the ratee's progress toward the accomplishment of goals.
- e. Provide a criterion for validating and improving the method of selection and placement.
- f. Provide one source of data for making administrative decisions regarding promotion, retention in position, transfer, demotion, and release from employment.

The results of group standardized achievement tests of students shall not be used as the sole criterion for evaluation or rating of administrators.

2. Procedures

Written procedures for the evaluation and annual rating of Unit II employees shall include data concerning who shall make the evaluation, the form of notice of results to the individual, the consequences of a particular rating, the review of such ratings by a joint appeal committee, and the relationship between ratings and continued employment.

3. Provision for Changes in Procedures

One-half of the membership of committees studying evaluation and rating procedures shall be Unit II employees appointed by AEL. Changes in procedures currently in effect shall not be made without the involvement of and due consideration by a study committee so constituted.

ARTICLE 13
**NOMINATION PROCEDURES FOR ADMINISTRATIVE
AND SUPERVISORY POSITIONS**

A. Positions to be Covered

These procedures shall apply to all Unit II positions.

B. Advertising the Vacancy

Within 30 days after the Superintendent determines a vacancy exists, each school and each central office department head shall be sent, for immediate posting, an announcement containing the minimum requirements needed for the position and a job description including duties and responsibilities, qualifications and the applicable salary scale. An announcement of each vacancy shall be sent to AEL.

Vacancies created by the filling of advertised positions need not be re-advertised provided they are filled by employees who have established candidacy through evaluation by an interview committee.

C. Application

Employees wishing to be considered for vacancies in administrative or supervisory positions shall apply in writing within the time limits established in the announcements. Employees who have indicated on the Declaration of Intention for that year that they wish to apply for an administrative or supervisory position shall also be considered.

D. Screening of Applicants

The applications shall be screened by the personnel department to ascertain the eligibility of each applicant for consideration for the position, after which each applicant shall be notified of the time and place of the interview or the reason for ineligibility.

E. References

Confidential references shall be requested from four persons of the applicant's choice who can evaluate the applicant's professional background and competence for the position sought. The Director of Human Resources shall request any other references deemed appropriate. All such references shall be considered by the interview committee. References which have been obtained for this purpose in the last three years may be used at the applicant's request.

F. Interview Committee

1. Appointments by Department Head

The appropriate department head shall appoint to the interview committee from five to seven employees who shall be broadly representative of the various departments with which the classification of the vacant position is involved.

2. Organization Representation
If the applicant is a employee of Unit II, a representative of Unit II shall also be appointed to the committee from a representative list of all job groups.
3. Superior Named by Applicant
In addition, each applicant who wishes to do so may request a superior to be present at the interview. If the superior chooses to be present the superior shall participate in the evaluation of the applicant.

G. Evaluation of Applicants by Committee

All eligible applicants shall be interviewed by the committee. Each committee member shall make an evaluation of the applicant's acceptability for the position based on:

- examination scores if applicable
- professional preparation
- teaching and related experience
- certification status
- references
- oral interview

Each committee employee's evaluation shall be expressed as one of the following:

- recommended highly
- recommended
- recommended with reservations
- not recommended

H. Nomination of Candidate(s)

Using the recommendations of an interview committee, the appropriate central office department head shall nominate up to three (3) candidates for each position to be recommended for the Board's appointment.

I. Notification of Applicants

Each applicant shall be notified of the committee's evaluation of the applicants acceptability for the position. The report shall include the number of employees who gave the applicant each of the four ratings. Applicants not selected who wish to have an explanation of the reasons shall upon request be granted a conference for this purpose.

J. Exception for Emergencies

Although under normal conditions these procedures shall be followed, under emergency conditions created by late resignations, illness, or death, vacancies shall be filled from a list of candidates previously interviewed by an interview committee.

K. Selection of Non-Employees

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 held a like position in another school system, and
2. he/she has met all other requirements of Article 13 of this Agreement.

L. Applicability of Other Policies to Unit II Employees

AEL recognizes that any other provisions of Board policy concerning selection procedures for administrative and supervisory positions will be applicable to Unit II employees.

ARTICLE 14
STUDENT CONTROL AND DISCIPLINE

A. Unit II Employees' Authority and Responsibility

Unit II employees shall have the authority and shall exercise the responsibility for the control of pupils throughout the school while on regular duty and also during the supervision of school-sponsored activities. They shall take reasonable action to deter acts of vandalism, willful waste of materials and utilities, and physical abuse of persons.

B. Use of Force

The Board will absolve a Unit II employee for using reasonable force in self-defense or in the restraint of a student to prevent harm to that student or to others. In case of legal claim brought by a student and/or the student's parents related to the action above, the Board shall provide legal representation for the Unit II employee and bear the cost of this service.

ARTICLE 15
OTHER PERSONNEL POLICIES

A. Travel Allowance

Effective July 1, 2007, mileage reimbursement to all Unit II employees shall increase gas allowance to IRS rate.

Daily business travel for reimbursement purposes shall be the total miles traveled by private vehicle in the discharge of official duties less commuting mileage, which is the distance from residence to the Unit II employee's assigned principal working location. Although all business travel shall be reported, the employee shall qualify for reimbursement only when business mileage exceeds commuting mileage.

If the Unit II employee's duty requires a return to the employee's principal work location a second time during the day, the mileage of the second trip may be reported as business mileage for reimbursement. This provision shall not apply, however, when the employee goes home for lunch or other personal convenience.

When duty requires an employee to return to the employee's principal work location on weekends and on holidays which are not duty days, the trip may be reported as business mileage, with a zero deduction for commuting mileage.

B. Transporting Students

Unit II employees shall not be required to transport students in their private automobiles.

C. Notification of Assignment

All Unit II employees shall be notified of their assignments for the ensuing year by June 10. As a consequence of budget reductions an assignment may be changed after this date following a conference with the Unit II employee to explain the reasons; however, after July 15, an assignment may be changed only if the Unit II employee receives a promotion or if, following a conference in which the reasons are given, the employee agrees to a change.

D. Authority for Assignment

The authority for determining assignments rests properly with the Superintendent.

E. Emergency Closing of Schools

AEL agrees that when the school is open with students in attendance, the primary responsibility of school administrators is to operate the school as safely and effectively as possible. However, if mass

teacher absenteeism, student demonstration, or other emergency situations occur which have the potential for disorder, disruption, property damage, or bodily injury, a prompt decision shall be made by the Superintendent or the Superintendent's designee concerning the closing of the school for students. Any day on which school is closed for this reason shall be added to the end of the regular school year.

F. **Reduction In Force**

A committee shall be established to develop procedures for Reduction In Force of Unit II employees. The procedures for reduction in force shall be submitted to AEL and the Board no later than March 1, 2009.

This committee shall consist of five employees appointed by AEL and five employees appointed by the Board.

Any committee employee shall have the right to submit a minority report to the receiving official and to the Board of Education prior to the acceptance of any RIF plan.

ARTICLE 16 **GRIEVANCE PROCEDURE**

A. **Definitions**

The Board and AEL agree to the following definitions:

1. A "grievance" is a claim by a Unit II employee that the employee has been directly and adversely affected by a violation, misinterpretation, or misapplication of provisions of the Negotiated Agreement concerning the salaries, hours, or working conditions of Unit II employees.
2. An "aggrieved employee" is the person or persons making the claim.
3. A "party in interest" is the person or persons making 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.

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 personnel policy. 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 II employee having a grievance to discuss the matter informally with any appropriate employee of the administration, and having the grievance adjusted without the involvement of AEL.

C. **Procedure**

The following procedures shall be used in processing grievances:

Informal Level

A Unit II employee with a grievance shall first discuss the problem with the administrator who made the decision or the interpretation of policy which is alleged to be in error.

The aggrieved employee shall state that the discussion is the Informal Level of the grievance procedure.

Level One

If the aggrieved employee is not satisfied with the disposition of the grievance at the Informal Level, or if no decision has been rendered within five duty days, the employee may file the grievance in writing with the same administrator within five duty days after the decision at the Informal Level or ten duty days after

the grievance was presented, whichever is sooner. The written statement shall identify the specific policy or policies which are alleged to have been violated and the remedy sought.

The administrator shall render a written decision within five duty days

Level Two

If the aggrieved employee is not satisfied with the decision rendered at Level One, or if no decision has been rendered within the allotted time, the employee may within five duty days file the grievance with the grievance committee of AEL. If the grievance committee believes that the grievance is valid, the committee shall within five additional duty days request a hearing before the head of the Department in which the Level I grievance was filed.

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

(If the decision which is alleged to be in error was made by the Superintendent or one who reports directly to the Superintendent, Level Two shall be omitted and the grievance shall be presented to AEL for processing at Level Three.)

Level Three

If the grievance committee is not satisfied with the decision at Level Two, it may refer the grievance to the Superintendent within five duty days. The Superintendent shall meet with the aggrieved person and the person's representative(s) and render the decision within ten duty days after the referral.

Level Four

If AEL finds the Superintendent's decision not acceptable, it shall within ten duty days notify the Board whether or not the grievance is to be submitted to advisory arbitration. If so, 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 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 names shall be requested. The parties shall strike names alternately until only one name remains. That person shall be designated the arbitrator.

The arbitrator will meet with the Superintendent or the Superintendent's designee and the aggrieved party and the party'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 arbitrator will set forth the findings of fact, reasoning and conclusions on the issues submitted. The conclusions of the arbitrator will be submitted to the Board as a recommendation.

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 AEL.

D. 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 personnel files of the grievant.

E. Availability of Board Information

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

F. Released Time for Hearing

When it is necessary for any employee of the Board to attend a meeting or hearing called by the Superintendent or the Superintendent's 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 to attend such meeting or hearing.

G. Time Limit for Initiating Grievance

No grievance shall be recognized by the Board or AEL unless it shall have been presented at the appropriate level within fifteen duty 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.

H. 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.

I. AEL Advice

Nothing herein shall deny any aggrieved employee the right to seek advice of AEL representatives at any level of these procedures.

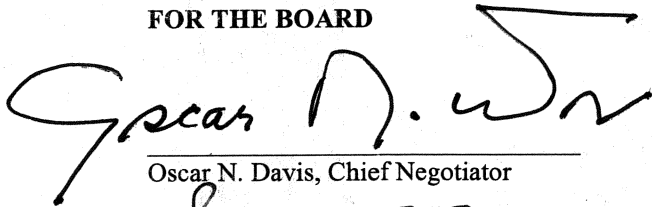
J. Representation Any aggrieved employee may be represented above Level One by not more than two persons whom the employee may choose. The aggrieved employee must, however, be present at all hearings.

The hearing shall be rescheduled within 5 days in the event the aggrieved employee is prevented from attending the scheduled hearing because of an emergency and has notified the person hearing the grievance no later than the hour of the scheduled hearing.

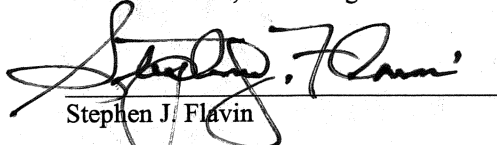
K. No Reprisals Neither the Board nor any employee of the administration shall take reprisals affecting any party in interest by reason of participation in the grievance procedure.

The foregoing Agreement was reached by the undersigned and submitted for ratification to AEL and the Board in accordance with procedures mutually agreed to by the Board and the Association of Educational Leaders and adopted by the Board on January 30, 2007.

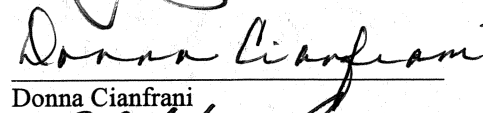
FOR THE BOARD



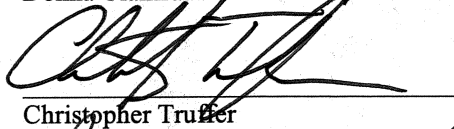
Oscar N. Davis, Chief Negotiator



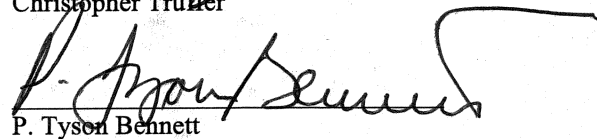
Stephen J. Flavin



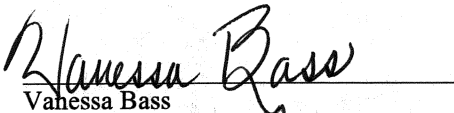
Donna Cianfrani



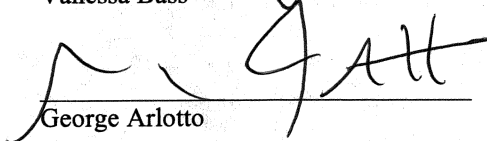
Christopher Truffer



P. Tyson Bennett

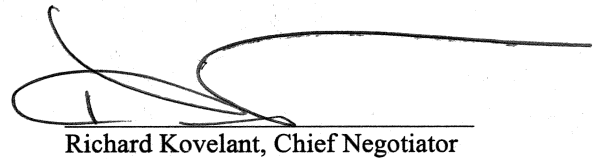


Vanessa Bass

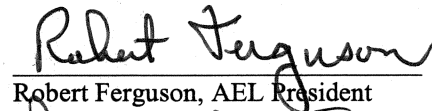


George Arlotto

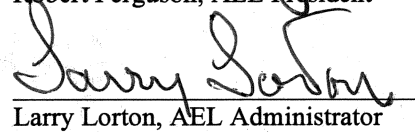
FOR THE ASSOCIATION



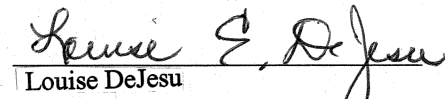
Richard Kovelant, Chief Negotiator



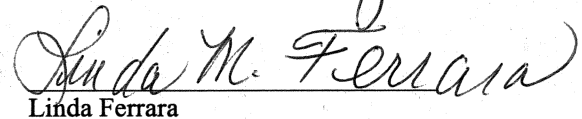
Robert Ferguson, AEL President



Larry Lorton, AEL Administrator



Louise DeJesu



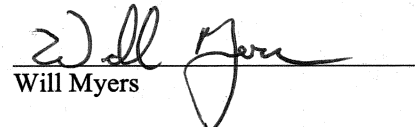
Linda Ferrara



Charles Jansky



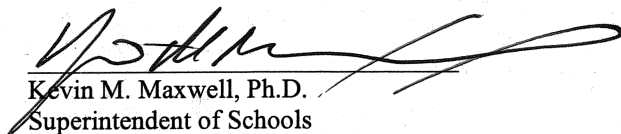
Sharon Morell



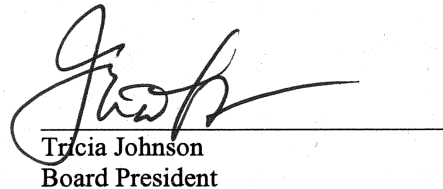
Will Myers

Following mutual ratification, the parties hereunto set their hands and seals this 20th day of June, 2007.

BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY

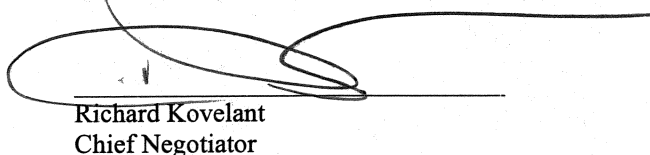


Kevin M. Maxwell, Ph.D.
Superintendent of Schools

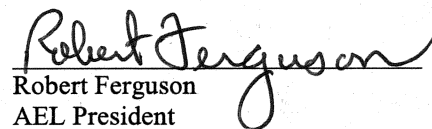


Tricia Johnson
Board President

ASSOCIATION OF EDUCATIONAL LEADERS



Richard Kovelant
Chief Negotiator



Robert Ferguson
AEL President

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**Anne Arundel County Public Schools
Unit II Salary Scales
July 1, 2007 - June 30, 2008
Appendix A**

Step	Group 1 Admin. Trainee 200 Day	Group 2 Admin. Trainee 200 Day	Group 3 Asst. Principal Level 1	Group 4 Asst. Principal Level 2 Up to 750 Students	Group 5 Asst. Principal Level 2 751 to 1500 Students
1	49,191	53,085	69,757	71,113	72,496
2	50,135	54,107	71,113	72,496	73,907
3	51,099	55,151	72,496	73,907	75,347
4	52,082	56,215	73,907	75,347	76,815
5	53,085	57,300	75,347	76,815	78,313
6	54,107	58,407	76,815	78,313	79,839
7	55,151	59,537	78,313	79,839	81,397
8	56,215	60,689	79,839	81,397	82,987
9	57,300	61,863	81,397	82,987	84,607
10	58,407	63,062	82,987	84,607	86,261
11	58,972	63,673	83,797	85,433	87,103
12	59,543	64,290	84,615	86,269	87,956
13	60,118	64,914	85,441	87,112	88,815
14	60,700	65,543	86,277	87,963	89,684
15	61,231	66,118	87,039	88,740	90,476
16	61,823	66,760	87,889	89,607	91,361
17	62,423	67,408	88,749	90,485	92,256
18	63,027	68,062	89,617	91,370	93,158
19	63,639	68,724	90,493	92,265	94,070
20	64,054	69,173	91,090	92,874	94,692
21	64,675	69,846	91,981	93,783	95,619
22	65,303	70,525	92,881	94,701	96,557
23	65,936	71,211	93,792	95,627	97,502
24	66,577	71,904	94,711	96,566	98,458
25	66,877	72,230	95,142	97,006	98,907
26	67,960	73,400	96,696	98,590	100,523
27	69,060	74,593	98,276	100,202	102,167
28	69,700	75,286	99,195	101,139	103,123
29	70,378	76,020	100,167	102,131	104,135
30	71,062	76,760	101,150	103,133	105,157
31	71,753	77,507	102,141	104,144	106,189
32	71,959	77,730	102,437	104,446	106,496
33	72,659	78,488	103,441	105,471	107,541
34	73,366	79,253	104,456	106,506	108,597
35	74,059	80,004	105,451	107,521	109,633
36	74,780	80,784	106,486	108,577	110,710
37	75,508	81,573	107,532	109,643	111,798

NOTE: Unit 2 employees will be paid a salary increased by \$1000 for holding a doctorate degree.

**Anne Arundel County Public Schools
Unit II Salary Scales
July 1, 2007 - June 30, 2008**

Step	Group 6 Asst. Principal Level 2 Over 1500 Students Asst. Program Coord.	Group 7 Principal Up to 350 Students Program Coord.	Group 8 Principal 351 to 750 Students	Group 9 Principal 751 to 1500 Students	Group 10 Principal Over 1500 Students
1	73,907	78,313	79,839	81,397	84,607
2	75,347	79,839	81,397	82,987	86,261
3	76,815	81,397	82,987	84,607	87,947
4	78,313	82,987	84,607	86,261	89,667
5	79,839	84,607	86,261	87,947	91,421
6	81,397	86,261	87,947	89,667	93,211
7	82,987	87,947	89,667	91,421	95,035
8	84,607	89,667	91,421	93,211	96,897
9	86,261	91,421	93,211	95,035	98,797
10	87,947	93,211	95,035	96,897	100,734
11	88,807	94,123	95,967	97,848	101,721
12	89,675	95,044	96,907	98,806	102,719
13	90,552	95,977	97,857	99,775	103,726
14	91,439	96,916	98,815	100,752	104,746
15	92,247	97,774	99,690	101,644	105,674
16	93,150	98,732	100,668	102,642	106,711
17	94,062	99,699	101,656	103,649	107,758
18	94,984	100,677	102,652	104,667	108,816
19	95,913	101,665	103,660	105,693	109,885
20	96,547	102,337	104,344	106,394	110,613
21	97,493	103,341	105,369	107,438	111,699
22	98,449	104,356	106,404	108,493	112,797
23	99,414	105,379	107,448	109,558	113,905
24	100,388	106,413	108,503	110,633	115,024
25	100,847	106,901	108,999	111,141	115,552
26	102,495	108,650	110,784	112,961	117,446
27	104,171	110,429	112,598	114,812	119,371
28	105,147	111,464	113,655	115,888	120,492
29	106,179	112,558	114,771	117,028	121,677
30	107,221	113,665	115,899	118,178	122,875
31	108,274	114,783	117,040	119,341	124,084
32	108,586	115,115	117,377	119,686	124,442
33	109,653	116,246	118,532	120,865	125,668
34	110,731	117,389	119,697	122,052	126,905
35	111,786	118,510	120,841	123,219	128,119
36	112,884	119,675	122,030	124,431	129,380
37	113,994	120,853	123,231	125,656	130,655

NOTE: Unit 2 employees will be paid a salary increased by \$1000 for holding a doctorate degree.

**Anne Arundel County Public Schools
Unit II Salary Scales
July 2008 - June 2009
Appendix B**

Step	Group 1 Admin. Trainee 200 Day	Group 2 Admin. Trainee 200 Day	Group 3 Asst. Principal Level 1	Group 4 Asst. Principal Level 2 Up to 750 Students	Group 5 Asst. Principal Level 2 751 to 1500 Students
1	54,233	58,360	76,032	77,470	78,936
2	55,233	59,444	77,470	78,936	80,432
3	56,255	60,550	78,936	80,432	81,957
4	57,297	61,678	80,432	81,957	83,514
5	58,360	62,828	81,957	83,514	85,102
6	59,444	64,002	83,514	85,102	86,719
7	60,550	65,200	85,102	86,719	88,371
8	61,678	66,421	86,719	88,371	90,056
9	62,828	67,665	88,371	90,056	91,774
10	64,002	68,936	90,056	91,774	93,527
11	64,601	69,584	90,915	92,649	94,419
12	65,206	70,238	91,782	93,535	95,323
13	65,815	70,899	92,657	94,428	96,234
14	66,432	71,566	93,544	95,331	97,154
15	66,995	72,175	94,351	96,154	97,994
16	67,622	72,856	95,253	97,074	98,933
17	68,258	73,543	96,164	98,004	99,881
18	68,899	74,236	97,084	98,942	100,837
19	69,547	74,937	98,012	99,890	101,804
20	69,988	75,414	98,646	100,536	102,463
21	70,645	76,127	99,590	101,499	103,446
22	71,311	76,847	100,544	102,473	104,440
23	71,983	77,573	101,509	103,455	105,442
24	72,661	78,308	102,483	104,450	106,455
25	72,979	78,653	102,941	104,917	106,932
26	74,128	79,894	104,588	106,596	108,644
27	75,294	81,158	106,262	108,304	110,387
28	75,972	81,893	107,237	109,297	111,400
29	76,691	82,671	108,267	110,349	112,474
30	77,416	83,456	109,310	111,411	113,556
31	78,148	84,248	110,359	112,483	114,651
32	78,366	84,483	110,673	112,802	114,976
33	79,108	85,287	111,737	113,890	116,083
34	79,858	86,098	112,813	114,987	117,203
35	80,592	86,894	113,868	116,062	118,302
36	81,357	87,721	114,965	117,181	119,443
37	82,129	88,557	116,073	118,311	120,596
38	82,929	89,422	117,213	119,474	121,781

NOTE: Unit 2 employees will be paid a salary increased by \$1000 for holding a doctorate degree.

**Anne Arundel County Public Schools
Unit II Salary Scales
July 2008 - June 2009**

Step	Group 6 Asst. Principal Level 2 Over 1500 Students Asst. Program Coord.	Group 7 Principal Up to 350 Students Program Coord.	Group 8 Principal 351 to 750 Students	Group 9 Principal 751 to 1500 Students	Group 10 Principal Over 1500 Students
1	80,432	85,102	86,719	88,371	91,774
2	81,957	86,719	88,371	90,056	93,527
3	83,514	88,371	90,056	91,774	95,313
4	85,102	90,056	91,774	93,527	97,136
5	86,719	91,774	93,527	95,313	98,996
6	88,371	93,527	95,313	97,136	100,893
7	90,056	95,313	97,136	98,996	102,827
8	91,774	97,136	98,996	100,893	104,801
9	93,527	98,996	100,893	102,827	106,815
10	95,313	100,893	102,827	104,801	108,868
11	96,226	101,860	103,815	105,809	109,914
12	97,145	102,837	104,812	106,825	110,972
13	98,076	103,826	105,818	107,851	112,040
14	99,015	104,821	106,834	108,887	113,120
15	99,871	105,730	107,762	109,833	114,104
16	100,829	106,746	108,798	110,891	115,203
17	101,796	107,771	109,845	111,958	116,313
18	102,773	108,808	110,902	113,037	117,435
19	103,758	109,854	111,970	114,124	118,568
20	104,429	110,567	112,695	114,867	119,340
21	105,432	111,633	113,781	115,974	120,491
22	106,446	112,707	114,878	117,092	121,655
23	107,469	113,792	115,985	118,221	122,829
24	108,501	114,888	117,103	119,361	124,016
25	108,987	115,405	117,629	119,900	124,576
26	110,735	117,259	119,521	121,829	126,582
27	112,512	119,144	121,444	123,791	128,624
28	113,545	120,241	122,564	124,932	129,811
29	114,640	121,401	123,748	126,139	131,068
30	115,744	122,575	124,943	127,359	132,337
31	116,860	123,760	126,152	128,592	133,619
32	117,191	124,112	126,510	128,957	133,999
33	118,323	125,310	127,734	130,206	135,298
34	119,465	126,523	128,969	131,466	136,609
35	120,583	127,710	130,182	132,702	137,896
36	121,747	128,946	131,442	133,987	139,233
37	122,923	130,194	132,715	135,286	140,584
38	124,132	131,475	134,021	136,618	141,969

NOTE: Unit 2 employees will be paid a salary increased by \$1000 for holding a doctorate degree.

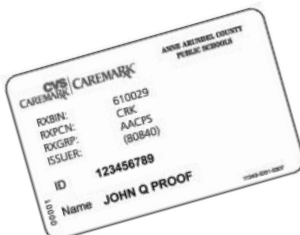
Anne Arundel County Public Schools

2008 Medical Plans Comparison Chart

Active Employees



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Our goal...to educate all employees and retirees so they can make an informed healthcare decision.

2008 Medical

Benefit	CareFirst/ BCBS Traditional	CareFirst/BCBS Preferred In-Network
	Acupuncture Services	Only covered with certain diagnosis. Contact BCBS to verify. Benefits subject to deductible, then 80% Allowed Benefit.
Chiropractic Services	Benefit paid at 80% of Allowed Benefit after deductible. See BCBS Summary.	\$15 co-pay in-network. See BCBS Summary.
Dental Services as a result of an accidental injury	Restorative services for accidental injury to natural teeth—100% of Allowed Benefit	Restorative services for accidental injury to natural teeth—100% of Allowed Benefit
Diagnostic, Lab Services, X-ray	100% of Allowed Benefit	100% of Allowed Benefit
Durable Medical Equipment	80% of Allowed Benefit after deductible	100% of Allowed Benefit
Emergency Room Visits	Accidental Injury – covered within 72 hrs. of onset. Medical emergency 100% of Allowed Benefit.	Accidental Injury – covered within 72 hrs. of onset. Medical emergency – covered at 100% of Allowed Benefit if admitted.
Family Planning/Fertility	Plan of treatment required – Subject to State Mandate; Artificial Insemination – 100% of Allowed Benefit; IVF – 100% of Allowed Benefit <i>(limited to 3 attempts per live birth, lifetime maximum benefit \$100,000)</i>	Plan of treatment required – Subject to State Mandate; Artificial Insemination – 100% of allowed mandate, some services may require co-pay; IVF – 100% of Allowed Benefit, some services may require co-pay <i>(limited to 3 attempts per live birth, lifetime maximum benefit \$100,000)</i>
Hearing Exams/Hearing Aids	1 audiometric exam, hearing test, hearing aid per 36 months—100% of Allowed Benefit per ear	1 audiometric exam, hearing test, hearing aid per 36 months—100% of Allowed Benefit
Hospitalization (In-patient)/ Surgery	100% up to 365 days	100% up to 365 days
In/Out-patient Nervous and Mental; Alcohol/Substance Abuse	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013
Maternity Care	100% of Allowed Benefit	100% of Allowed Benefit
Outpatient Surgery	100% of Allowed Benefit	100% of Allowed Benefit
Physical Therapy	100 visits per calendar year paid at 100% of Allowed Benefit. Visits in excess of 100 subject to deductible and then 80% of Allowed Benefit. See BCBS Summary.	100 visits per year with \$15 co-pay per office visit. See BCBS Summary.
Prescription Drug Card (CAREMARK)	CAREMARK \$8 generic/\$13 brand at retail. \$15 generic/brand co-pay for 100-day supply at mail.	CAREMARK \$8 generic/\$13 brand at retail. \$15 generic/brand co-pay for 100-day supply at mail.
Routine Physicals	100% of Allowed Benefit up to \$200, deductible waived	100% of Allowed Benefit up to \$250, after co-pay
Vision Care	Not included in medical benefit See CareFirst BCBS Summary Dental and Vision Plans.	Not included in medical benefit See CareFirst BCBS Summary Dental and Vision Plans.
Well Child Care	100% of Allowed Benefit, deductible waived	100% of Allowed Benefit after \$15 co-pay
Additional Program Benefits	Case Management/Disease Management Magellan Behavioral Health	Case Management/Disease Management Magellan Behavioral Health
Primary Care Office Visit Co-pays/ Specialist Office Visits Co-pays	80/20 after deductible	100% of Allowed Benefit after \$15
Calendar Year Deductible	\$100/\$300 family maximum	N/A
Co-insurance	80/20 major medical	100%
Out-of-Pocket Maximum	\$2,500 stop loss	\$1,200 individual/\$2,400 family
Calendar Year Maximum	Unlimited	Unlimited
Lifetime Maximum	Unlimited, except for fertility services	Unlimited, except for fertility services

• Dependents must be added within 31 days of becoming eligible or wait until the next open enrollment period.

• Unmarried dependents are covered until calendar year end when age 19 (or 25 for full-time student). Graduates are removed at the end of month of graduation.

Comparison Chart

Provider Network (PPN)	BlueChoice (HMO)	Aetna (HMO)
Out-of-Network		
Only covered with certain diagnosis. Contact BCBS to verify. 80% of Allowed Benefit, after deductible.	Discount program available through CareFirst Options Program.	Discount program available through Natural Alternatives Program.
Deductible, 80% of Allowed Benefit. See BCBS Summary.	\$10 co-pay, 20 visits per calendar year	\$10 co-pay, 20 visits per calendar year. PCP referral required.
Restorative services for accidental injury to natural teeth—80% of Allowed Benefit	\$10 co-pay – Covered for accidental bodily injury or to correct congenital anomalies	Covered in full for restorative services to repair, not replace, natural teeth
80% of Allowed Benefit after deductible	Covered in full for x-rays and lab services. Diagnostic – \$10 co-pay	\$10 co-pay
80% of Allowed Benefit after deductible	Covered in full	Covered in full if prescribed by an Aetna HMO physician and approved by Aetna
Accidental Injury – covered within 72 hrs. of onset. Medical emergency – covered at 100% of Allowed Benefit if admitted; 80% after deductible if not admitted	Medical Emergency – \$50 co-pay, waived if admitted Urgent Care Centers – \$10 co-pay	Medical Emergency—\$50 co-pay, waived if admitted Urgent Care Centers – \$25 co-pay
Plan of treatment required – Subject to State Mandate; Artificial Insemination – 80% of allowed benefit after deductible; IVF – 80% of Allowed Benefit after deductible (<i>limited to 3 attempts per live birth, lifetime maximum benefit \$100,000</i>)	Infertility Counseling & Testing – \$10 co-pay Artificial Insemination – covered at 50% of the plan allowance; IVF – covered at 50% of the plan allowance (<i>limited to 3 attempts per live birth, lifetime maximum benefit \$100,000</i>)	Infertility Counseling & Testing – \$10 co-pay Artificial Insemination – covered at 50% of the plan allowance; IVF – covered at 50% of the plan allowance (<i>limited to 3 attempts per live birth, lifetime maximum benefit \$100,000</i>)
1 audiometric exam, hearing test, hearing aid per 36 months—80% of Allowed Benefit.	Exams – \$10 co-pay per visit. One hearing aid per ear every 36 months, \$500 per aid.	\$10 co-pay for hearing screen with a PCP referral. One hearing aid per ear every 36 months, \$500 benefit maximum.
80% after deductible/365 days	Covered in full	Covered in full when approved
Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013	Contact Aetna Behavioral Health for pre-authorization at 1-800-424-5732
80% of Allowed Benefit after deductible	\$10 co-pay per visit, not to exceed \$100 per pregnancy	\$10 co-pay for first OB visit only
80% after deductible	\$5 co-pay PCP \$10 co-pay specialist	No co-pay outpatient facility \$10 co-pay specialist
Deductible, then 80% of Allowed Benefit for 100 visits per calendar year. See BCBS Summary.	\$10 co-pay; 30 visits/per condition/per calendar year. PCP referral required.	\$10 co-pay; 30 visits/per condition/per calendar year. PCP referral required.
CAREMARK \$8 generic/\$13 brand at retail. \$15 generic/brand co-pay for 100-day supply at mail.	CAREMARK \$6 generic/\$11 brand at retail. \$15 generic/brand co-pay for 100-day supply at mail.	CAREMARK \$6 generic/\$11 brand at retail. \$15 generic/brand co-pay for 100-day supply at mail.
80% of Allowed Benefit after deductible up to \$250	\$5 co-pay PCP; \$10 co-pay specialist	\$5 co-pay PCP; \$10 co-pay specialist
Not included in medical benefit See CareFirst BCBS Summary Dental and Vision Plans.	\$10 co-pay through Davis Vision Providers – Optometrists or Ophthalmologists. Limited to one examination per calendar year. Discounts on glasses and contact lenses from participating Davis Vision Providers.	Discounted savings through “Vision One.” Call Vision One for more information at 1-888-287-4296.
80% of Allowed Benefit, no deductible	\$5 co-pay PCP; \$10 co-pay specialist	\$5 co-pay PCP; \$10 co-pay specialist
Case Management/Disease Management Magellan Behavioral Health	Discount program for alternative therapies Magellan Behavioral Health	Discount program for alternative therapies Aetna Behavioral Health.
80/20 after deductible	\$5 co-pay \$10 co-pay	\$5 co-pay \$10 co-pay
\$200 individual/\$400 family	N/A	N/A
80/20	100%	100%
\$1,200 individual/\$2,400 family	N/A	\$1,500 individual/\$3,000 family
Unlimited	Unlimited	Unlimited
Unlimited, except for fertility services	Unlimited, except for fertility services	Unlimited, except for fertility services

• This chart is for comparison purposes only. Please consult each plan benefit booklet for full details.

Available to Unit II, III, IV, V, and VI Employees

Benefit	BlueChoice Triple Option Plan		
	Level 1	Level 2	Level 3
Acupuncture Services	Not covered	\$15 co-pay	80% Allowed Benefit after deductible
Chiropractic Services	\$10 co-pay (limited to 20 visits per year)	\$15 co-pay (unlimited visits)	80% Allowed Benefit after deductible (unlimited visits)
Dental Services as a result of an accidental injury	\$10 co-pay covered for accidental bodily injury or to correct congenital anomalies	\$15 co-pay covered for accidental bodily injury or to correct congenital anomalies	80% Allowed Benefit after deductible
Diagnostic, Lab Services, X-ray	Diagnostic \$10 co-pay, Lab no co-pay	\$15 co-pay per service	80% Allowed Benefit after deductible
Durable Medical Equipment	No co-pay	90% Allowed Benefit after deductible	80% Allowed Benefit after deductible
Emergency Room Visits	\$50 co-pay (waived if admitted)	Considered under Level 1. If Benefits are not available under Level 1, benefits may be payable under the appropriate level.	
Family Planning/Fertility	50% Allowed Benefit (subject to state mandate)	90% Allowed Benefit after deductible (subject to state mandate)	80% Allowed Benefit after deductible (subject to state mandate)
Hearing Exams/Hearing Aids	For ages 0-18 limited to once per 36 months \$1,400 per aid. For ages 19+ limited to once per 36 months \$500 for one aid and \$1,000 for two aids	For ages 0-18 Limited to once per 36 months, \$1,400 per aid. For ages 19+ limited to once per 36 months up to Allowed Benefit.	
Hospitalization (In-patient)/ Surgery	No co-pay	90% Allowed Benefit after deductible	80% Allowed Benefit after deductible
In/Out patient Nervous and Mental; Alcohol/Substance Abuse	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013. Benefits payable subject to state mandate.	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013; Benefits payable subject to state mandate.	Contact Magellan Behavioral Health for pre-authorization at 1-800-245-7013. Benefits payable subject to state mandate.
Maternity Care	\$10 co-pay not to exceed \$100 per pregnancy	90% Allowed Benefit after deductible	80% Allowed Benefit after deductible
Outpatient Surgery	\$10 co-pay	\$15 co-pay	80% Allowed Benefit after deductible
Physical Therapy	\$10 co-pay (limited to 30 visits/per condition/per year)	\$15 co-pay (limited to 100 visits per year)	80% Allowed Benefit after deductible (limited to 100 visits per year)
Prescription Drug Card (CAREMARK)	CAREMARK \$6 generic/\$11 brand at retail \$15 generic/brand co-pay for 100 day supply at mail.	CAREMARK \$6 generic/\$11 brand at retail \$15 generic/brand co-pay for 100 day supply at mail.	CAREMARK \$6 generic/\$11 brand at retail \$15 generic/brand co-pay for 100 day supply at mail.
Routine Physicals	\$10 co-pay	\$15 co-pay	80% Allowed Benefit, after deductible
Vision Care (Eye exam – limited to one per calendar year)	\$10 co-pay at Plan-designated Vision Care Centers (Davis Vision Providers). Discounts on glasses & contact lenses from Davis Vision Providers.	Not Covered- refer to Level 1 benefits or Vision Option 1 and 2 plans.	
Well Child Care	\$10 co-pay	\$15 co-pay	80% Allowed Benefit, no deductible
Additional Program Benefits	Disease Management/ Case Management	Disease Management/ Case Management	Disease Management/ Case Management
Primary Care Office Visit Co-pays/ Specialist Office Visits Co-pays	\$10 co-pay \$10 co-pay	\$15 co-pay	80% Allowed Benefit, after deductible
Calendar Year Deductible	Individual/family – \$0	Individual = \$200; family = \$400	Individual = \$300; family = \$600
Co-insurance	100%	90%	80%
Out-of-Pocket Maximum	Individual/family-none	\$500/\$1,000	\$1,000/\$2,000
Calendar Year Maximum	Unlimited	Unlimited	Unlimited
Lifetime Maximum	Unlimited, except for fertility services	Unlimited, except for fertility services	Unlimited, except for fertility services



Division of Human Resources
Office of Benefits



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS



Anne Arundel County Public Schools

Active Employees and Retirees

Dental & Vision Options

Benefits as of January 2008

Anne Arundel County Public Schools

Active Employees and Retirees Dental & Vision Options

Dental Care Options (AB=Allowed Benefit)

Benefits	CareFirst Traditional	CareFirst PPO		UCCI Dental POS MDG05* In-Network
		In-Network	Out-of-Network	
Oral Examination	100% of AB	100% of AB	80% of AB	\$5 copay
Routine Cleaning	100% of AB	100% of AB	80% of AB	100%
Sealants (limited to permanent molars - until end of year in which a member turns 19)	100% of AB	100% of AB	80% of AB	100%
Bitewing X-ray	100% of AB	100% of AB	80% of AB	100%
Palliative Treatment	100% of AB	100% of AB	80% of AB	95%
Other X-rays as required	100% of AB	100% of AB	80% of AB	100%
Space Maintainers	100% of AB	100% of AB	80% of AB	95%
Fillings	100% of AB	80% of AB	60% of AB**	100%
Simple Extractions	100% of AB	80% of AB	60% of AB**	75%
Pulpotomy	100% of AB	80% of AB	60% of AB**	75%
Direct Pulp Caps	100% of AB	80% of AB	60% of AB**	75%
Root Canals	100% of AB	80% of AB	60% of AB**	75%
Apicoectomy	80% of AB**	80% of AB	60% of AB**	75%
Oral Surgical Services	80% of AB**	80% of AB	60% of AB**	75%
Surgical Extractions	80% of AB**	80% of AB	60% of AB**	75%
Oral Surgery	80% of AB**	80% of AB	60% of AB**	75%
General Anesthesia	80% of AB**	80% of AB	60% of AB**	see note 1
Periodontics	50% of AB**	80% of AB	60% of AB**	50%
Crown	80% of AB**	80% of AB	60% of AB**	50%
Prosthetic Appliances	50% of AB	80% of AB	60% of AB**	50%
Orthodontics Children & Adults	50% of AB	50% of AB	35% of AB	50%
Annual Deductible	\$25 Ind. / \$50 Family	None	\$50 Ind. / \$150 Family	None
Annual Benefit Maximum	\$1,500		\$1,500	None/see note 2
Ortho Lifetime Maximum	\$1,500		\$1,500	None/see note 3

Under the POS Plan (MDG05*), out-of-network services are reimbursed up to a maximum amount, based on the fee schedule provided by United Concordia.

*The above POS Plan percentages are approximate and used for comparison purposes only. Please refer to the United Concordia (UCCI) Schedule of Benefits for actual co-payment amounts.

**After Deductible

Note 1 - General Anesthesia is considered integral to other procedures under this plan and is not covered separately.

Note 2 - No annual maximum for in-network services. United Concordia will reimburse up to a maximum of \$1,000 per family member per contract year for out-of-network services.

Note 3 - No maximums for Orthodontic services performed in-network. United Concordia will not reimburse covered members for any Orthodontic services performed out-of-network.

Vision Options

	Vision Option 1 Once every 24 months	Vision Option 2 Once every 12 months
Eye Exam	100% of Allowed Benefit* Once every 24 months	100% of Allowed Benefit* Once every 12 months
Single Vision Lenses	\$52.00	\$52.00
Bifocal Lenses	\$82.00	\$82.00
Double Bifocal Lenses	\$100.50	\$100.50
Trifocal Lenses	\$101.00	\$101.00
Cataract (Aphakic) Lenses	\$181.00	\$181.00
Contact Lenses Medically Indicated	\$352.00	\$352.00
Contact Lenses instead of glasses Cosmetic - Single	\$97.00	\$97.00
Frames	\$45.00	\$45.00

*Patient may be balance billed for eye exams, lenses, frames and contact lenses

*This is to be used as a guide.
Actual benefits will be governed by the terms and conditions of the contract between
CareFirst BlueCross BlueShield and Anne Arundel County Public Schools.*

These benefits are issued under policies:
13.800 (6/98) • 13.801 (R. 10/99) • 13.802 (R. 10/99) • 13.803 (R. 10/99)
13.804 (R. 10/99) • 13.805 (R. 10/99) • 13.806 (R. 10/99) • 13.810 (R. 10/99)
13.812 (R. 10/99) • BCBSMD-APPEAL (1/99) • Preferred Dental Amendment (10/00)



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ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Division of Human Resources
Anne Arundel County Public Schools, Annapolis, Maryland

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