

ARTICLE 1
GENERAL PROVISIONS OF THE AGREEMENT

A. Definitions of "Board" and "TAAAC"

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

B. Definition of "Unit I member"

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

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

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

"Pupil Services Persons" shall refer to psychologists, psychology specialists, pupil personnel workers, counselors, speech pathologists, social workers, occupational therapists, and physical therapist.

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

C. Definition of "items"

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

D. Authority of the Board

TAAAC recognizes the Board as the agency charged with the legal responsibility for the successful operation of the school system of Anne Arundel County. This responsibility shall include, but not be limited to:

1. the determination and administration of school policy;
2. the operation and management of the schools;
3. directing and scheduling the work of its employees and evaluating their performance;
4. hiring, promoting, transferring, assigning and retaining employees in positions;
5. suspending, discharging and disciplining employees for cause and;
6. determining the method, means and materials of instruction for delivery of services to students;
7. subject only to the provisions of this Agreement.

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

E. Recognition of TAAAC

The Board recognizes TAAAC as the exclusive representative to serve as the negotiating agent for Unit I members in accordance with the provisions of Section 6-401, of the Education Article of the Annotated Code of Maryland.

If the Board or the administration consider any changes in the bargaining unit (Unit I) represented by TAAAC, negotiations will be held with TAAAC prior to negotiations with any other group or organization and before any change in the composition of Unit I. Further, changes in the composition of the TAAAC bargaining unit may not occur during the life of any negotiated contract without mutual consent of TAAAC and the Board, provided, however, that if Section 6-404(b) (or a successor provision) of the Education Article is repealed or is invalidated by a court, this provision of the agreement shall be void.

E. Bereavement

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

F. Early leaving for summer school

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

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

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

G. Awarding of degree

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

H. Injury on the job

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

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

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

I. Annual leave

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

1. Annual leave shall be earned at the rate of one (1) day per pay period of employment. Annual leave shall be accounted for in hours with the minimum increment for usage being one-half day. Anomalies in the weekly schedule of individual schools and worksites notwithstanding, one-half day equal 3.75 hours and a full day will equal 7.5 hours.
2. A Unit I member shall normally take annual leave during the summer following the year in which it is earned. The Unit I member may take annual leave at other times during the school year if the request has been approved by the member's immediate supervisor and if the leave does not interfere with the needs of the school system.

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

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

J. Assault leave

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

K. Adoption leave

Upon request to the Director of Human Resources, Unit I members may take a temporary leave of absence without pay for up to twelve (12) weeks for the adoption of a child by requesting FMLA leave under the provisions of Article 8.L., the Family Medical Leave Act and related board policies and procedures. As soon as it has been determined that a Unit I member wishes to use adoption leave, the Unit I member must request this leave in writing to the Director of Human Resources normally within thirty (30) days in advance and provide appropriate documentation. Unit I members may elect to have continued participation in health benefits by assuming full cost of the premium. If, however, the member uses FMLA leave, the Board will continue making its contribution to the appropriate health benefits for the duration of the FMLA leave.

L. Family Medical Leave Act (FMLA) leave

1. FMLA benefits are available to all Unit I members who have worked at least 12 months during the preceding 12 month period. The 12 month work period shall be from the date of the member's hire.
 - a. Ten month Unit I members, employed by September 15, during any school year and who completed the school year, are eligible for FMLA at the beginning of the next school year.
 - b. Ten month Unit I members, employed after September 15, and all 12 month Unit I members are eligible for FMLA one (1) year after the effective date of employment.
2. The 12 month period for FMLA will be the fiscal year.
3. The Unit I member must use available sick leave prior to going on unpaid FMLA leave. The Unit I member may elect whether or not to use other available paid leave while on FMLA leave.
4. FMLA leave may be used for serious health conditions of those persons covered by "illness in immediate family" of the contracts of the respective units as long as the current year's available sick leave allowed for illness in the immediate family (up to 15 days) has been used.
5. If a Unit I member is on paid leave because of his or her own serious health conditions, and such leave is pursuant to a sick leave bank grant or is covered by Workers' Compensation, such leave would be exempt from the Unit I member's FMLA entitlement.
6. All benefits will continue as provided in this agreement.
7. At the Unit I member's option, the Board will pay the Unit I member's share of the insurance premium