

TAAAC ACTION REPORT



Your Professional Organization

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Teachers Association of Anne Arundel County, An MSEA/NEA Affiliate

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Health Care - A Different Perspective

The changes in health care negotiated for the next three years mark more than just a change in the structure of our health care plans. It is a signal that we should begin to look at health care a little differently than we have for the past few decades, and we should need to do so in a couple of different ways.

For quite a long time we looked at health care as another benefit that's purchased by the employer for us and provided by an insurance company in accordance with the negotiated agreement. If claims expenses got too high, then the insurer had a bad year. That logic, however, is no longer valid. The AACPS health care plans are self-funded. There are insurance companies involved, but their involvement is limited to providing a network of physicians and administering the plans. The actual claims expenses are paid out of a health care fund maintained by the AACPS but jointly *owned* in that contributions to the fund are made by the AACPS, its active employees, and its retirees. Since the plans have been self-funded the risk of high claims expenses has no longer fallen to an insurance company. Rather, that risk is now borne by the health care fund and its contributors – us. We have a direct interest in keeping it solvent and using its resources effectively and efficiently.

Another way we will eventually have to approach health care is by making better use of what medical encounters we have. Here are a few data points of various studies pulled from some publications of the *International Foundation of Employee Benefit Plans* (IFEBCP):

- Eighty percent of patients forget what their doctor tells them as soon as they leave the office.
- Nine out of ten adults have difficulty following routine medical advice.
- Fifty-five percent have never taken notes during a medical appointment.
- Sixty percent have never taken online information into an appointment to discuss the best treatment.
- Twenty-eight percent have never brought in questions to ask their doctor.

Those who engage in behaviors that make the most of medical encounters become more informed consumers of medical care. That is a very good thing. It also leads to more effective and efficient use of the health care fund we share.

Public entities like municipalities, county governments, and school systems are all struggling for whatever dollars they can get. The AACPS is not different, except that it might be a little worse off than some others. Dollars that we can save in the health care fund while still offering good comprehensive care are dollars that we don't have to restore to the fund. That means there might be money to use elsewhere, such as lower student loads or some too-long-foregone compensation.



Bill Jones

Making the Best of Bad Times

On September 6, the TAAAC Association Representative Council (ARC) ratified a tentative collective bargaining agreement which pleased nearly no one. Despite the dissatisfaction with the agreement, voting *yes* was precisely the right thing to do. The provisions of the agreement reflected the best deal that either party was going to find agreement on. It was clear throughout the discussions that neither negotiating team was comfortable with the result. Rejecting it would have no advantage to employees and would have given the employer *carte blanche* to impose terms and conditions of employment at its September 21st meeting.

Whether assessed by the straw voting that occurred in the schools and worksites or by the binding vote made by the ARC, the result would have been the same. The contract would have been accepted by either count. It is quite likely that the majority of those voting at work and the elected leaders in the ARC recognized the economic distress surrounding us and the meager level of resources provided to the

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school system by the funding authority. It is also probable that those voting recognized the deliberate effort of the County Executive to impose a salary reduction on us by denying a fund transfer – a transfer of school funds from one category to another at no overall cost to the county. Bargaining was conducted in an environment where any improvement that had a price tag could not be made, coupled with a pending threat of insolvency hovering over our health care fund.

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So, while there is much criticism that might be leveled at the lack of economic improvements in the ratified FY12 Agreement, it is criticism that is only justifiable if those improvements were foregone in the face of resources to provide them. The facts are that virtually every district in the state is suffering financially, many worse than the AAPCS, and some facing layoffs or furloughs.

If we can set aside our frustration with what could not be part of the settlement and look at how consequences of severely inadequate funding were mitigated at negotia-

tions, the reasons that the majority found the agreement acceptable are a bit clearer.

Unlike some other similarly situated educators and other public employees, we avoided furloughs, layoffs, and direct wage reductions. We averted the 1.25% decrease attempted by the County Executive and Council by budget action.

We restored solvency to our shared health care fund without simply shoveling heavier premium shares on employees. While some premium sharing did increase, we used incentives for employees to move to more cost effective plans, eliminated a duplicative HMO, incited heavier use of generic prescriptions, and engaged in a joint effort that includes 21 presentations around the county to educate employees on how to take advantage of the changes.

In addition, we fixed a problem involving return from medium and long term absences, reduced the work year by one day, and rescued an endangered sick leave bank.

In ordinary economic times and with a county government that’s willing to raise reasonable revenue, these accomplishments would hardly warrant mentioning. But in the current economic climate and with a county government that is willing to allow itself to go broke rather than raise revenue, small victories require the same level of effort as do big wins.

TAAAC Action Report

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|--|--|--|---|---|
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From Contentia this month . . . *WHAT IS BEING DONE ABOUT DISRUPTIVE STUDENT BEHAVIOR?*

Although it may be professed that educators and administrators are on the same “team” regarding quality instruction and providing a safe and effective learning environment, there are still some AACPS administrators who seem unable to grasp these four basic concepts:

1. AACPS educators want to teach.
2. Effective teaching leads to successful learning.
3. The classroom should be a controlled learning environment.
4. Disruptive behavior by a select few students keeps other students from learning.

Why are we focusing on four basic concepts that seem crystal clear to educators? The number of phone calls to the TAAAC office regarding student disruptive behavior exponentially increases each year. Generally, the calls are not to inform us that disruptive behavior interferes with learning, but that disruptive behavior and the subsequent referrals are being ignored by some administrators. This creates an atmosphere which causes students to think that there are no consequences for disruptive behavior. Therefore the disruptive behavior continues unabated, repeats and/or escalates.

Most schools have a policy that calls for referrals to be submitted for disruptive behavior, and in this county that policy is also codified in the Negotiated Agreement. Educators have a reasonable expectation that, when they take time from instruction or planning to write an office referral, an administrator will appropriately handle that referral. Instead, students often are sent right back to classroom and the teacher is never notified; 1) if an administrator saw the student; 2) if any corrective action was issued; or 3) what corrective action was administered. According to the Board of Education’s Policies regarding disruptive behavior, “*Students who commit infractions of the Code of Student Conduct that warrant a Discipline Referral Form (DRF) shall have one completed citing the nature of the infraction resulting in notification of the school administration.*” Teachers have the right and authority to issue a referral form to administration for students who engaged in disruptive behavior.

Now, let’s look at what the Negotiated Agreement between the Teachers Association of Anne Arundel County and the Board of Education of Anne Arundel County says should happen when a student is referred to the administration for disruptive behavior. The contract requires, “*A student who refuses to obey a reasonable request of a teacher may be excluded from class and shall be retained in the office for the remainder of the instructional period. A serious disciplinary infraction or disruption by a student whom the teacher can no longer control shall be referred to the principal or to another staff member designated by the principal to deal with such a case. Both the teacher and the school administrator shall be involved in the final resolution of such problems.*” Clearly, the teacher has the authority to decide what behavior results in an office referral and the administrator is required to involve the referring teacher in the final resolution.

Our members are constantly frustrated and have their classroom authority usurped when they refer a student whose behavior has disrupted the teaching and learning processes and no action is taken by administrators. How can teachers continue to provide quality instruction when administrators fail to support the teachers’ decisions to remove disruptive students and act properly on student referrals? On behalf of all educators, it is a reasonable and required expectation to receive support from school administrators in the disciplining of students who exhibit disruptive behavior. If administrators fail to act as required on office referrals or fail to involve the teacher to resolve the matter, teachers are urged to contact the TAAAC office to initiate appropriate action to address the violation(s).

WELCOME NEW MEMBERS

- | | | |
|----------------------|---------------------|-------------------------|
| Karin Abbott | Tabatha Brooks | Jennifer Dechello |
| Rochelle Abramowitz | Elizabeth Brown | Jessica Degraft |
| Angela Adams | Felicia Brown | Janessa Del Sesto |
| Sheila Adcock | Heidi Brown | Gena Deluca |
| Mensah Alkebu-Lan | Lynn Brownlie | Christine Denis |
| Alicia Allen | Laura Bryer | Kimberly Denman |
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| Ronald Apperson | Mayra Bunker | Karen Dickerson |
| Chicquita Archer | Eric Burgoyne | Nicole Disney-Bates |
| Emily Ascherl | Daviette Bush | Kristine Dodd |
| Kyle Assad | Ajoke Butler | Guy Dorval |
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| Joshua Baker | Caitlin Carr | Carol Dress |
| Natalia Baker | Sara Carr | Peggy Dubina |
| Krysta Ballard | Ada Carter | Ashley Durst |
| Kecia Banks | Alicia Carter | Terri Duswalt |
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| Allison Beatty | Freda Christie-Frey | Dionne English Chambers |
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| Brian Belong | Lisa Citko | Richard Esbrandt |
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| John Paul Bennett | Michael Clarke | Annaliese Fauerbach |
| Jennifer Benny | Gleidy Clavijo | Mari Fernandez |
| Kimberly Beraciertto | Lance Clelland | Eileen Fegan |
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| Sherri Billheimer | Melanie Conopask | Michael Fell |
| Katelyn Black | Amy Consoli | Adam Fenstermaker |
| Jaclyn Boehm | Jackie Creasey | Jenny Fields |
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| Chelsea Bosch | Katie Cullen | Hannah Fisher |
| Rebecca Bossalina | Maria Cummings | Melissa Fisher |
| Lisa Bourdon | Chrstian Curet | Seth Fishkin |
| Margaret Bowers | Casey Dahle | Kimberly Forrester |
| Yolanda Bowman | Jing Dai | Matthew Francis |
| Terri Boyer | Megan Davis | Jenna Freiberg |
| Erin Brady | Stacy Davis | Jeffrey Friedman |
| Julie Braithwait | Anne Day | Matthew Frieser |
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| Pamela Britt-Jones | Kristofer Dean | Michael Frymark |
| Bethany Bromley-Linn | Chelsea Debord | Stephanie Funk |

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 Kristen Kaspro
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 Caprice Kefauver
 Kathryn Kelley

Note on High School Graduations

It appears at the time this article is prepared that the Superintendent is going to cling to keeping the 181st student day in the calendar. As most of you are aware, the day was placed there with the intention of mandating attendance by Unit 1 employees in the high schools. This article is to remind Unit 1 employees that such a mandate is contrary to the Negotiated Agreement.

Last year, a case was settled in favor of the grievants that involved an evening graduation to which one of our high school faculties were required to attend and participate. The provisions of the contract cited in that grievance were that the mandate effectively added a second evening activity and circumvented contract language that specifically prescribed how after-hours commencements were to be administered. The grievance resolution did not address the nature of high school graduations attendance.

Article 14A. Duties not contributing to teaching

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

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

Graduation duties; monitoring, behavior, keeping young adults in line, confiscating cowbells and beach balls, taking tickets, and maybe even assisting with parking are not of the type that require a professional certificate. They are duties more similar to what happens in the cafeteria every day, but the educator is better dressed and the duty last longer – well beyond the negotiated limit.

The mandating of attendance is clearly contradictory to the agreement on a 20-minute duty limit. Staff at the TAAAC office will be happy to assist with the enforcement of Article 14A for any Unit 1 employee or group of Unit 1 employees.



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TAAAC
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 WORK LOCATION _____
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Payroll Deduction Authorization

I authorize the Board of Education to deduct from my salary bi-weekly payments for membership dues as indicated hereon. I understand that such deductions shall continue from year to year for the dues set annually unless I rescind such authorization in writing to TAAAC over my original signature in accordance with local by-laws between August 15 and September 1. In case of my resignation or termination, the Board of Education shall deduct the balance of my yearly dues from my final paycheck.

Dues payments are not deductible as charitable contributions for federal income tax purposes. Dues payments (or a portion) may be deducted as a miscellaneous itemized deduction.

SIGNATURE _____ DATE _____

Voluntary Contribution Authorization for the Fund for Children and Public Education

I hereby authorize the following contribution to the NEA, MSEA and TAAAC Fund for Children and Public Education (FCPE):

Payroll Deduction per pay period \$1 Other \$ _____ SIGNATURE _____

The National Education Association Fund for Children and Public Education (FCPE), MSEA and TAAAC collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for federal, or in the case of the MSEA and TAAAC FCPE, state and local office. Only U.S. citizens or lawful permanent residents may contribute to the NEA FCPE. Contributions to the NEA, MSEA and TAAAC FCPE are voluntary; making a contribution is neither a condition of employment nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. A member may give more or less than the suggested amount of \$1.00 per pay, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in the NEA, MSEA or TAAAC.

I understand that I am making a joint contribution to the FCPE and that one third of my contribution will go to the NEA FCPE, one third to the MSEA FCPE, and one third to the TAAAC FCPE.

Contributions or gifts to the NEA, MSEA and TAAAC FCPE are not deductible as charitable contributions for federal income tax purposes.

Federal law requires us to use our best efforts to collect the name, mailing address, occupation, and the name of employer of individuals whose contributions aggregate in excess of \$200 in a calendar year.

Federal law prohibits the NEA Fund from receiving donations from persons other than members of NEA and its affiliates, and their immediate families. All donations from persons other than members of NEA and its affiliates, and their immediate families, will be returned forthwith.

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