

TAAAC ACTION REPORT



Your Professional Organization

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

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Fiscal Year 2014

It might not be too early to start painting signs

Four months before the Anne Arundel County Council even gets a peek at the Board of Education's Fiscal Year 2014 budget request, deliberate and retaliatory cuts are being promised. The Council - or at least enough of them to pass a motion - is very displeased with the AACPS Superintendent and the Board over the Fiscal Year 2013 controversy over Maintenance of Effort (MOE).

Most are aware that there have been changes regarding the MOE. Because those changes are new, there is no past practice, previous resolved disputes, or any other history on which to interpret and administer the new provisions. Last May, that environment of uncertainty, the Board (through the Superintendent), County Executive, and County Council negotiated a deal satisfactory to all three parties through which each believed that MOE had been met.

Unfortunately, the Maryland Department of Education did not agree and determined that MOE had been missed by about \$5 million. The County was given 60-days (resulting in a deadline of October 26th) to make good on MOE or suffer the consequence. The *consequence*; pursuant to the new MOE law, the Maryland Comptroller would seize \$5 million of the County's tax receipts and allocate them directly to the schools.

After some hearty discussions with the Superintendent and staff, and a false start or two, the County made an attempt at meeting MOE with Bill 77-12. The bill was introduced and heard at the October 1 meeting of the County Council. The intent of the Bill was to meet MOE by using \$5 million of what the Council perceives to be a \$45 million balance in the Board's general fund. As originally introduced, the Bill's original form could have allowed the MOE matter to be resolved. But it required the Board acquiesce to the use of its fund balance.

A stand-off resulted. The members of the County Council were disappointed at best, infuriated at worst, because by their perception the Board reneged on May's bargain. *Make a deal, break a deal!* was exclaimed by Councilman Grasso in a portion of his rant in the October 1 meeting.

The Board did not acknowledge any reneging of May's bargain, at least not an unfair one. While the explanation was lengthy, offered through testimony of staff, a fair paraphrasing would be that the deal made between the three parties was made in a shared understanding of what the new MOE provision required. All three parties were wrong, so it seemed that a new bargain would be appropriate. Any other option would require the Board to accept lesser resources from the County than it was lawfully due.

By the October 15th Council meeting, the final opportunity for the Council to act before the Comptroller's interventions, the Board had not acquiesced. Bill 77-12 was amended to take \$5 million from the County CAO's contingency account and allocate it to the major funding categories as requested by the Board.

With the passage of Bill 77-12 the Fiscal Year 2013 budget was finally put to rest, nearly five months after its initial adoption. But there is fallout. There are members of the Council, with only a couple possible exceptions, that openly expressed ire at the Board for refusing to acquiesce to the original terms of 77-12.

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Richard Benfer

Teacher Evaluation Tool

During the 2010 session of the Maryland General Assembly, the Education Reform Act of 2010 was passed. The changes affect principals and teachers with a new evaluation tool to include student growth as a factor. According to MSDE the results of the new evaluations will offer a more detailed look at educator performance so that targeted and supportive professional development can be provided in a timely manner. This professional development will in turn strengthen the knowledge, skills, and classroom practices of educators to improve student achievement, helping Maryland to develop the strongest educator corps in the country.

The state's new "Teacher Evaluation Model" was test piloted during the 2011-2012 school year in seven school systems including Baltimore City, Baltimore, Charles, Kent, Prince George's, Queen Anne's, and St. Mary's Counties. Since Anne Arundel County signed on to Race to the Top (RTTT) we are part of a no-fault field test of the new evaluation system that is being piloted in two high schools, two middle schools, and 4 elementary schools. The purpose of the

COMMENTARY

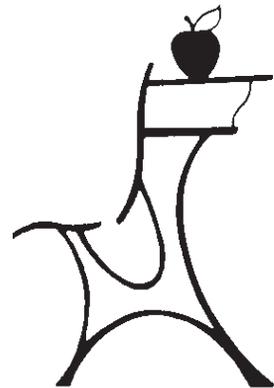
field test is to provide valuable feedback to the Board/TAAAC joint committee on teacher evaluation. We want to learn as much as we can to be sure that what is implemented is fair. Whatever model the joint committee comes up with will be implemented during the 2013-2014 school year.

"... new evaluations will offer a more detailed look at educator performance so that targeted and supportive professional development can be provided in a timely manner."

The state model will be a default model for Anne Arundel County should the Board of Education and TAAAC fail to come to an agreement on our own evaluation model. With that said, the joint committee on teacher evaluation has met to discuss the state model. TAAAC has expressed concerns with certain portions of the evaluation system, particularly the use of lag data. The Board and TAAAC have also been meeting with MSDE to follow the field testing progress.

The state model and ultimately the local model will have a portion of teacher evaluation tied to test scores. As the talks progress, it is suggested that 50% of the evalua-

tion be the traditional category of "Professional Practice." These come from the Charlotte Danielson model that includes *planning and preparation, instruction, classroom environment, and professional responsibilities*. An additional domain will be added based on the board's priorities. The other 50% of the evaluation will consist of SLO's (Student Learning Objectives), MSA scores, and possibly SPI (School Progress Index). It should be noted that MSDE recently changed the "P" in SPI from "Performance" to "Progress." While the formulas are quite complicated, MSDE is working with local school systems and will be testing the formulas to work out any kinks. In addition, the measures between elementary, middle, and high schools will vary greatly. More details can be found on the MSDE website www.maryland-publicschools.org, then click on Teachers and Principals. Look for the newsletter, "Maryland Classroom." It is October 2012, Vol.18, No.2.



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From Contentia this month . . . *Covering Classes*

Is the claim of a substitute shortage sufficient to routinely assign class coverage to teachers during planning time? An arbitrator says *NO*.

Back in 1999 Bowie High School had a substitute problem. There was an insufficient number of willing and available substitute teachers to cover absences and teachers were being assigned during their planning time on a relatively frequent basis to cover unsupervised classes. The principal did all she could to acquire substitutes and even requested help from the PGCPs central office, who advised her that the only support available is the automated call-in system. Sound familiar?

At that time, PGCEA's collective bargaining agreement had two provisions which spoke directly to the issue of class coverage and planning time in secondary schools:

Section 4.05.E.1 mandated that the Principal *...shall schedule a continuous block of forty-five minutes daily of planning time for each secondary school teacher.*

Section 4.05.G provides; *Occasionally professional personnel may be called upon to use their non-teaching time to cover unscheduled situations not normally part of their regular assignment. Such assignments shall be on an equitable basis.*

Admittedly, TAAAC's language is not identical to that in the contract between PGCEA and its local Board of Ed, but we do have two substantially similar provisions:

Article 11C: *Except where not administratively possible, each classroom teacher shall have at least 410 minutes of individual and group planning time within the required work week when not responsible for the supervision of students.*

Article 15B: *Substitutes shall normally be provided for all teachers absent from their regular teaching assignment...*

Whether our planning time is to be defined on a weekly rather than daily basis, and our substitute language states that subs shall *normally be provided* instead of teachers may be *...occasionally called upon to cover...*; the meaning is virtually the same. Below are redacted excerpts from the Arbitrator's discussion and his award:

There is no suggestion that the Principal failed to schedule the "planning time" as mandated by Section 4.05.E.1. The problem lies elsewhere.

There is also no dispute that the administration of Bowie High School, despite the best efforts of the [Principal], was unable to obtain enough substitute teachers to meet its needs throughout most of last year and continuing into this year. The problem extended well beyond Bowie High School as well [CO Administrator] from the central office, testified that she has received complaints about a shortage of substitutes from a variety of schools in the county... But the fact that the fault ultimately rests with the central office does not assist Bowie High School in this case.

The problem is a real one, but as the Union pointed out, it is not the Union's problem since the matter was not within the Union's control. And it seems that the central office has done little to alleviate the shortage. According to [CO Administrator] in order to help the schools obtain more substitutes, her office has made up a special list of substitute Spanish teachers and now compiles a list of the newly-appointed and oriented substitute teachers. This may very well be far too little and far too late to handle what is a serious and pervasive problem.

The contract permits school administrators "occasionally" to assign teachers to cover classes during their planning periods. There is considerable merit to the Union's argument that this language suggests that such actions would be permitted to handle short-term problems. Clearly this problem has persisted considerably longer than short-term...

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John Grasso showed the strongest emotion and offered to retaliate against the Board for “breaking the deal” and pronounced that he will be leading the charge to do so. Here are some quotes taken from the two meetings:

There’s going to be serious consequences. (Grasso)

They’re (the Board) hiding behind the law. (Grasso)

...if we can’t do it legally now, we’ll pay ’em back next year. (Grasso)

...I’ll be the one leading the charge. (Grasso)

I don’t see how we can get pass this and start working together. (Fink)

I don’t doubt for a minute that he (Grasso) will get the votes from this Council he needs to do what he is thinking about. (Benoit, not indicating that he will be one of the votes)

...there’s no doubt that it’s not going to go as well for the Board as it has in the past. (Benoit, speaking of the future budgets)

I hope you all (Board/Superintendent) are ready to explain to students why those things happen next year, and the year after that, and the year after that. (Benoit)

There are many more comments that are worth the effort to hear for anyone interested in the future of local public education, especially local public educators. Meeting videos are posted for review at www.aacounty.org/VideoMediaExec/CountyCouncilMeetings. (For review, readers should go to the above page and click onto *Meeting 19*, then to *Public Hearing Bill NO 77-12*. When finished, go to *Meeting 20, Vote Bill NO 77-12*.)

So, what does all this have to do with painting signs? Readers can be assured that the TAAAC Negotiating Team will do all that eight professionals in a room can do to meet its obligation (and challenge) to negotiate adequate salaries, hours, and other conditions of employment for Unit 1 employees. This year however, perhaps worse than in any other recent, what results from negotiations with the Board will be secondary to what the retaliatory action that the County Council takes when acting on its budget.

The members of the County Council may be justified in their indignations. That question is left for the reader to decide whether the Superintendent should have acquiesced in favor of an improved relationship with the funding authority in future years, or whether he did the right thing by insisting that our schools get all they were lawfully due this year. But those same indignant Council members - or at least some of them - are planning to injure innocent bystanders like students and teachers to exact revenge on a handful of people who make the decisions. That’s wrong, very wrong, but it can’t be fixed at the bargaining table.

Successful advocacy for public education and public educators over the next seven months is almost certainly going to require collective action and public attention with the participation of TAAAC’s members.

TAAAC does keep an email distribution list and any members that do not receive periodic updates from Bill Jones should contact TAAAC to ensure their email addresses are added. Requested collective activities and negotiation updates will be distributed using that list. Any distribution will also be posted on www.taaaconline.org.

In the meantime it won’t hurt to keep some paint and cardstock handy.

WELCOME NEW MEMBERS

Amy Baringer

Erin Jackson

Melissa Sabo

Amanda Bonar

Lara Kline

Tim Stedman

Jan Delph

Patricia Mcquade

Rebecca Steinberg

Carrie Floyd-Baker

Christine Pennington

Lisa Thomas

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...I can safely conclude that the situation at Bowie High School existed during March through June 1999 (and throughout the current school year) to the point that any reasonable definition of "Occasionally" has been exceeded.

[Teacher#1], a teacher at Bowie High School, testified that he was assigned to cover classes during his planning period four or five times between March and June 1999, and he volunteered to cover for a special education teacher who became ill for 15 consecutive days... [Teacher#2], another Bowie High School teacher, was assigned to cover classes six times during that three-month period in 1999, volunteered to cover twice more, and has had to cover four classes thus far this school year. Both teachers indicated the types of activities they would normally do during their planning periods were writing individualized education programs for special education students, meeting with and phoning parents, planning lessons (individually and with co-teachers), grading papers, paperwork and administrative duties in connection with being the sophomore class sponsor, duties as chair of a faculty advisory council, union responsibilities, creating assignments for students, paperwork related to attendance, communicating with a master teacher, adjusting seating charts. Both teachers also indicated that they had to make up for their lost planning periods by working on these activities outside of the normal school day.

Therefore, I find that the extended practice of utilizing regular teachers to cover classes during their planning periods (as described herein) violates sections 4.05.E.1 and 4.05.G of the contract....

...I further find that the practice of assigning teachers to cover classes during their planning periods necessarily forces those teachers to extend their work days. When that occurs on a continuing, rather than occasional basis, the teachers deserve additional compensation. Compensation is an appropriate remedy for the contract violation because there is no other immediate remedy available.

Therefore, the teachers at Bowie High School shall be paid the equivalent of one hour's salary for each instance when they were assigned or volunteered to cover a class during their planning periods...

We should not allow the shortage of substitute teachers to be yet another problem to be resolved on our backs. TAAAC members at schools in which the assignment of substitutes is no longer the normal circumstance and teachers are covering classes on a regular basis should be contacting the TAAAC office for assistance in either resolving the problem or getting compensated for the extra work time.

Teachers Paying to Wear Jeans?

A copy of a flyer from one of our schools announced the opportunity for teachers to cough up \$5 from their hard-earned insufficient salaries for the privilege of wearing blue jeans for a day. The receipt of the flyer indicated that TAAAC members and at least one administrator need to be reminded of a few things.

1. Unit I employee have a lawfully selected collective bargaining agent to represent them in salaries, wages, hours, and other conditions of employment. That agent is TAAAC.
2. A dress code, including the question of whether or not one exists, is a topic for negotiations.
3. The topic of dress codes was brought to the bargaining multiple times, the least being well over a decade ago. The result was that there was to be no mandatory dress code. A memorandum of understanding outlined a voluntary guideline in which teachers would dress in accordance with their roll, duty, and function.

Except for teachers assigned to the central and satellite offices, there is no countywide dress code. If there is to be one, it would be standardized and would have been determined by the parties to the Negotiated Agreement, TAAAC and the Board. A principal, well-intended though he or she may be, is without authority to unilaterally determine and enforce a school-wide dress code.

Teachers in any school who would like to wear jeans but are being prohibited should contact TAAAC. The TAAAC staff would be happy to assist with an appropriate grievance; or in the alternative, facilitate a full day of blue jean wear'n at no cost to the wearer. Some of us would even come along...in our jeans.

Covering Classes When No Substitute is Present

A seemingly daily distraction in schools for both students and teachers is when Unit I members have to cover classes for absent colleagues who lack substitutes. Although you are entitled to a form of compensatory time for covering classes, the time you get is often not equal to the time you give. In addition, the time you get often comes out of non-teaching, non-meeting time. Effectively you get to recover lost planning time by giving up more paid planning time.

The contract language is clear:

**Substitutes shall normally be provided for all teachers absent from their regular teaching assignments including art, music, media specialists and physical education. Only after reasonable but unsuccessful efforts to obtain substitutes shall the principal assign teachers to other teachers' classes during their non-teaching periods. Except in an emergency which occurs during the school day, no teacher shall be required to take a class for another teacher unless the teacher requested to take the class is given a reduced schedule or work load within the next five (5) work days. (Negotiated Agreement, Article 15.B.)*

We believe that it could have been the intent of the negotiators to require that teachers use their own planning time to recover lost planning time. It is illogical despite of its continued practice. Please consider requesting specific times and dates to provide an actual reduction in schedule or work load without coming from your own planning time.

The fact is that there are simply not enough subs to go around. Whether or not that is an adequate justification for stealing teachers planning time and shortchanging students who were depending on that planned lesson is discussed in this month's *Contentia*. It is TAAAC's belief that you and your students be able to depend on your planning time. TAAAC will continue to work toward resolving this problem that has gone on too long. Like the education budget, this issue cannot continue to be resolved on the backs of those who actually do the educating.

In the meantime, you are provided below a **Substitute Coverage Form** for your convenient use every time you cover a class. In addition, TAAAC is requesting your individual stories about lost planning time and multiple class coverages. We would like to use these stories as examples as the entire Negotiated Agreement is open for 2013 and beyond. Please send them to UniServ Director Mark Mench at mmench@mseanea.org

SUBSTITUTE COVERAGE (Negotiated Agreement, Article 15.B.)
REQUEST for REDUCED SCHEDULE or WORK LOAD*

(To be completed by Unit I member providing substitute coverage.)

TEACHER COVERING _____

TEACHER ABSENT _____

DATE _____ **TIME** _____ **ROOM** _____

Signature of Teacher _____ **Date** _____

DATE/TIME PERIOD REQUESTED FOR REDUCED SCHEDULE: _____

(To be completed by administrator providing reduced schedule or work load.)

Approved

Disapproved

If approved, reduction provided, or if disapproved, reason therefore:

Signature of Administrator _____

Date _____