



**NOTICE OF DETERMINATION THAT AN IMPASSE IN NEGOTIATIONS
HAS BEEN REACHED
(Pursuant to Education Article, Title 6, Subtitle 4, Section 6-408(e)(1) or
Subtitle 5, Section 6-510(e)(1))**

Pursuant to the Request filed by the public school employer [] and /or the employee organization [XX], the Public School Labor Relations Board (PSLRB) has determined from the facts that an impasse has been reached in negotiations between:

Anne Arundel County Public Schools

Public School Employer

and

Teacher's Association of Anne Arundel County

Employee Organization

This determination was made by the PSLRB on June 6, 2016.

1. An impasse in negotiations has been reached as to the following matters (Matters in Dispute)¹:

Article 9C5: Tuition Reimbursement

Article 3F: Experience Credit

Article 3: New Provision for National Certification for social workers and related service providers

Article 11: New Provision limiting consecutive classes in secondary school and comfort break in elementary schools

¹ In a letter to the PSLRB, dated May 23, 2016, the Anne Arundel County Public Schools (AACPS) agrees that the parties have reached impasse with regard to the thirteen matters listed above, and requests that the list also include a fourteenth matter dealing with "lower level discipline of a Unit I Member." Inasmuch as the parties have not to date had any negotiations regarding this matter, the PSLRB denies the AACPS' request without prejudice. If, as a result of the pending grievance/arbitration proceeding regarding the parties' obligation to negotiate about this matter or for any other reason, the parties do engage in negotiations about AACPS' lower level discipline proposal, and either party believes an impasse has been reached, it may at that time file a Form PSLRB-01 asking the PSLRB to determine whether there is an impasse.

Article 3J: Extra-instructional programs
Article 3: Teacher Scale
Article 11N: Early Release Days
Article 9: Professional Improvement

Failure to give advanced notice, eliminate 30-notice, honor regular teaching contract
Phase out experience credit penalty for new hires
Eliminate automatic annual step language from contract
Expand Unit 1 staff in the conduct of observations
Modify the Recognition provision re: changes in unit composition

2. (a) Within ten (10) calendar days after the Determination Date, the public employer and the employee organization each shall file with the PSLRB its “last and best offer” as to each of the Matters in Dispute. Said filing shall be sent to Erica L. Snipes, Executive Director of the PSLRB, and a copy shall simultaneously be served on the other party. Filing and service must be in person or by U.S. mail, return receipt requested. A party’s “last and best offer” as to a particular Matter in Dispute shall be the offer that it made to the other party with regard to that Matter immediately before a Request for a determination that an impasse had been reached was filed with the PSLRB.
- (b) Within five (5) calendar days after the Determination Date, the public school employer and the employee organization shall “select a mediator” in accordance with the selection process set forth in Title 6, Subtitle 4, Section 6-408(e) or Subtitle 5, Section 6-510(e). (The relevant statutory sections are attached hereto). The term “select a mediator” means that the parties have begun the selection process.
- (c) Within fourteen (14) calendar days after the Determination Date, the public school employer and the employee organization shall “commence mediation.” The term “commence mediation” means that the parties have selected a mediator, and that he or she has agreed to serve.
- (d) The public employer and the employee organization each or jointly shall notify the Executive Director of the PSLRB (by e-mail or in other written form) promptly after each of the deadlines set forth in sections (a), (b) and (c) above have been met.

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATIONS BOARD



Elizabeth M. Morgan, Chair

Date: June 8, 2016