

REGULATION

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

Related Entries: GCI
Responsible Office: OFFICE OF HUMAN RESOURCES

SALARIES – UNITS I-IV

A. PURPOSE

To establish procedures governing the placement and movement of Units I, II, III, and IV Anne Arundel County Public Schools (AACPS) employees on salary scales.

B. BACKGROUND

Unit I, II, III, and IV AACPS employees shall be compensated in accordance with their respective negotiated agreements and in accordance with the procedures set forth in this regulation.

C. DEFINITIONS

1. ***Acting Capacity*** – a temporary move to a position with a higher maximum pay point.
2. ***Career Ladder Upgrade*** – the advancement to a higher salary grade within a position that contains multiple salary grades as outlined in the job description.
3. ***Experience Credit*** – credit for prior service, including AACPS, that aligns position requirements and is considered for salary placement purposes.
4. ***Involuntary Demotion*** – a move initiated by AACPS to a position with a lower maximum pay point.
5. ***Lateral Transfer*** – a move to a position with the same maximum pay point.
6. ***Maximum Pay Point*** – the highest pay level for a position, typically for subject matter experts with specialized skills.
7. ***Minimum Pay Point*** – the entry-level pay for a position, based on minimum qualifications.
8. ***Negotiated Agreement*** – the collective bargaining agreement in effect at the time for a particular employee organization.

9. **Position Change** – a change in an employee’s job assignment, including moves between positions, units, or salary grades, encompassing acting capacity, lateral transfers, unit transfers, promotions, demotions, and reclassifications.
10. **Promotion** – a move to a position with a higher maximum pay point.
11. **Reclassification** – a change in salary grade, resulting in a higher or lower maximum pay point.
12. **Salary Grade** – the range or band of pay for a position from the minimum salary step or pay point to the maximum salary step or pay point.
13. **Salary Step** – the specific pay point within a salary grade that represents a defined salary or hourly rate.
14. **Unit I Employee** – any AACPS employee eligible for membership in the Teachers Association of Anne Arundel County.
15. **Unit II Employee** – any AACPS employee eligible for membership in the Association of Educational Leaders.
16. **Unit III Employee** – any AACPS employee eligible for membership in the American Federation of State, County, and Municipal Employees, Local 1693.
17. **Unit IV Employee** – any AACPS employee eligible for membership in the Secretaries and Assistants Association of Anne Arundel County.
18. **Unit Transfer** – a move to a position in a different bargaining unit.
19. **Voluntary Demotion** – a move initiated by an employee to a position with a lower maximum pay point.

D. PROCEDURES

1. Applicability

- a. Where the language of a negotiated agreement conflicts with these regulations, the provisions of the negotiated agreement shall supersede any language that may be inconsistent.

2. Rates of Pay

- a. Minimum Pay Point

- i. An employee may not be paid below the minimum pay point with the exception of employees ineligible for a pay increase due to unsatisfactory performance.
- b. **Maximum Pay Point**
 - i. An employee may not be paid above the maximum pay point.
 - ii. Current employees whose salary is above the maximum pay point may not receive a pay increase until the employee's salary falls below the maximum pay point of a salary scale. This may occur through salary scale adjustments or position change to a higher salary grade. Cost of living adjustments (COLAs) may be issued to current employees whose salary is above the maximum pay point with Superintendent approval.
- c. When an employee does not meet the minimum qualifications for a position, the salary of the employee shall be decreased or adjusted to the grade less than the grade for the position until such time as the employee meets the minimum qualifications of the position. When the qualifications are attained, the employee shall be placed in the new grade on the step closest to but higher than their current hourly rate. Such an action must be approved by the Chief Human Resources Officer.

3. Pay Upon Hire

- a. Pay for employees in Unit I shall be determined in accordance with the applicable negotiated agreement.
- b. Pay for employees in Unit II shall be determined in accordance with the procedures set forth below.
 - i. The following factors shall be considered:
 - a) Experience credit;
 - b) Education, licenses, and certifications;
 - c) Internal equity within the same unit and salary grade of employees with comparable experience; and
 - d) Program priorities and available funding.
 - ii. Individuals may be appointed to a position at a salary up to and including the third quartile of the salary grade.

- a) Salary offers above third quartile require approval by the Chief Human Resources Officer or the Chief Human Resources Officer's designee.
- b. Pay for employees in Units III and IV shall be determined in accordance with the procedures set forth below.
 - i. Appointments shall be made at the minimum pay point of the appropriate salary grade except when:
 - a) The individual was previously employed satisfactorily by AACPS in which case they may be placed at the same salary step the individual was previously on if reemployed in the same salary grade; and
 - b) The Office of Human Resources agrees that it is in the best interests of AACPS in which case the following factors shall be considered to justify appointment above the minimum pay point:
 - i) Experience credit;
 - ii) Education, licenses, and certifications; and
 - iii) Program priorities and available funding.

4. Pay Upon Position Change

- a. Involuntary Demotion
 - i. Following an involuntary demotion, pay for employees in Units I, II, and IV shall be determined in accordance with the applicable negotiated agreement.
 - ii. For a Unit III employee who is involuntarily demoted, if the salary of the highest salary step of the new salary grade is lower than the present salary, the salary of that salary step of the new salary grade shall prevail.
- b. Promotion
 - i. Pay upon promotion for employees in Unit I, II, and IV shall be determined in accordance with the applicable negotiated agreement.
 - ii. When a Unit III employee is promoted to a position that is at least one salary grade higher, the hourly rate of pay shall be increased by 7.5% and then the employee shall be placed on the salary step closest to but greater than the computed amount. If the employee is promoted to a position that is two or more salary grades higher, the hourly rate of pay shall be adjusted by 12.5%

and then the employee shall be placed on the salary step closest to but greater than the computed amount.

c. Unit Transfer

- i. When an employee accepts a unit transfer, pay shall be determined using the Pay Upon Hire guidelines established above.

d. Voluntary Demotion

- i. Pay upon voluntary demotion for employees in Unit I, II, and IV shall be determined in accordance with the applicable negotiated agreement.
- ii. When a Unit III employee accepts a voluntary demotion, the hourly rate of pay shall be adjusted to the salary step in the new salary grade closest to a 10% decrease.

5. Determination of Experience Credit

- a. To accurately determine experience credit, an up-to-date resume shall be submitted with each request for hire or unit transfer.
 - i. For Unit II employees, an up-to-date resume shall be submitted with each request for promotion, lateral transfer, or voluntary demotion in addition to the position changes listed above.
- b. Consideration may not be given to education and experience not included on a submitted employee resume.
- c. Determination of experience credit for employees in Unit I shall be determined in accordance with the applicable negotiated agreement.
- d. For Unit II, III, and IV employees, experience credit shall be awarded as follows:
 - i. Full credit consideration shall be given for experience that aligns closely with the essential duties and qualifications of the position as outlined in the job description.
 - ii. Partial credit consideration shall be given for broader experience that contributes to the role but may not be explicitly required or preferred in the job description.
 - iii. Part-time employment shall be prorated.

- iv. All experience shall be gained with a firm, company, or organization, including temporary employment and self-employment.
- e. AACPS reserves the right to verify information submitted as part of an employee application at any time during an employee's employment. Falsification of information may lead to discipline, up to and including termination.

6. Reviews

a. Job Descriptions

- i. All job descriptions shall be reviewed as deemed appropriate by the Office of Human Resources within the job description scheduled review process.
- ii. *Ad hoc* job description reviews shall be conducted as requested as part of the following:
 - a) Reclassification review requests;
 - b) Request due to job posting updates; and
 - c) Systemic reorganization.

b. Reclassification

- i. Job descriptions may be reclassified as deemed appropriate by the Office of Human Resources.
- ii. Job description reclassifications may occur when the essential duties and qualifications of a position as outlined in the job description have significantly changed and the position no longer aligns with its current salary grade.
- iii. When a Unit III and IV employee is reclassified to a position at a higher salary grade, the employee shall be placed on the same salary step in the new salary grade.
- iv. Employees reclassified to a position at a lower salary grade shall remain at the same salary. If the salary falls at or above the maximum pay point of the new salary scale, the employee may not be eligible to receive a pay increase until the employee's salary falls below the maximum pay point.

- c. Salary Scales
 - i. AACPS shall review and adjust salary scales annually in accordance with the AACPS-approved COLA.
 - ii. Pay scale adjustments beyond the AACPS-approved COLA may not occur automatically in accordance with any annual employee pay increases.
 - iii. Additional salary scale adjustments are subject to approval and available funding.
- 7. Special Pay**
- a. ***Emergency Call-in***
 - i. A full-time Unit IV employee who is directed by appropriate authority to report back to work on an emergency assignment which is not contiguous with the regular work schedule shall be paid at the applicable hourly rate for all hours of work by the employee on such assignment.
 - b. ***Shift Differential***
 - i. Shift differential provisions of the applicable negotiated agreements may not apply to emergency assignments or overtime work unless the employee is otherwise eligible.
 - ii. Shift differential pay shall be paid in accordance with the applicable negotiated agreement. However, the provisions of this paragraph do not apply to employees called in on emergency assignments nor to employees on overtime work unless they are entitled to the night shift or weekend rate.
 - c. ***Overtime Pay***
 - i. Unit III and IV employees may be authorized or directed to work overtime in accordance with the applicable negotiated agreement and the Fair Labor Standards Act.
 - ii. Overtime work by an employee without proper authorization is insubordination.
- 8. Movement on the Salary Scale**
- a. Salary increases, such as an annual COLA, shall be applied starting with the pay period that begins closest, but prior to, the effective date of the increase.

- i. 12-month employees who have not reached the maximum salary step of the salary grade may be eligible for an annual within-grade increase at the beginning of the fiscal year until the maximum of the salary grade is achieved.
- ii. 10-month employees may be eligible for an annual within-grade increase at the beginning of the school year until the maximum of the salary grade is achieved.
- b. Pay increases are provided in accordance with the budget, Board approval, and applicable negotiated agreement.
- c. An employee whose overall work performance is rated unsatisfactory may not receive a pay increase and their pay shall remain the same.
- d. Promotional increases in the previous year may not jeopardize annual within-grade salary increases.
- e. Employees that meet the eligibility criteria for a career ladder upgrade shall have the hourly rate of pay adjusted by 7.5% and then placed on the salary step closest to but greater than the computed amount, not to exceed the maximum pay point.
- i. ***Performance Evaluation and Rating***
 - a) The overall work performance of each newly hired Unit III employee shall be formally evaluated in accordance with the terms of the applicable negotiated agreement.
 - b) The overall work performance of each newly hired Unit IV employee shall be formally evaluated in accordance with the terms of the applicable negotiated agreement.
 - c) i) A conference with an employee shall be held at the time of the performance evaluation and rating. Provisions shall be made for an overall performance evaluation and rating that indicates satisfactory or unsatisfactory performance.
 - ii) The rating shall be recorded on an employee's applicable performance rating form. The written evaluation shall be reviewed with the employee at the time of the conference. At that time, the employee shall sign the applicable performance rating form and receive a copy of the performance rating.
 - iii) The signature of an employee signifies only that the employee has had an opportunity to review and read the performance rating and the

supervisor has discussed the performance rating with the employee.

- d) An employee may communicate any disagreement or reaction to the performance rating by submitting a written statement that will be attached to the file copy and become part of the evaluation report.

9. Payroll Errors

a. *Expectations*

- i. Employees have a role to ensure they receive the correct pay for time worked.
- ii. Payroll Department staff shall make every effort to ensure accurate processing of payroll. The Payroll Department shall employ the use of payroll audit reporting to capture any data entry errors that could result in an overpayment or underpayment.
 - a) Supervisors and managers shall make every effort to ensure the Office of Human Resources and the Payroll Department have pertinent information and that pay and leave information is accurate and submitted in a timely manner.
 - b) Managers providing second-level approval for time sheets or overtime sheets shall ensure they are submitted to the Payroll Department in advance of the payroll cut off.
 - i) Employees shall review each pay statement and report any overpayment or underpayment immediately.
 - ii) Overpayments shall be collected from employees in accordance with the procedures set forth below.

b. *Underpayments*

- i. Employees shall be reimbursed for any underpayment.
- ii. Underpayments resulting from late time sheets, leave, or overtime sheets shall be corrected on the next payroll processed after the time sheet, leave, or overtime sheet is received by the Payroll Department.
- iii. Underpayments resulting from errors made more than 30 days prior to discovery, shall be documented in an *Employee Overpayment/Underpayment Reconciliation and Disposition* form (form).

- iv. A supplemental or off cycle pay shall be generated in cases resulting from a banking or Payroll Department error.
 - v. When an underpayment is reported, Payroll Department staff shall determine the basis for the underpayment and the amount of the underpayment. The Payroll Department staff shall document the event on the *Employee Overpayment/Underpayment Reconciliation and Disposition* form. The original form with documentation shall be retained in the Payroll Department and a copy will be filed in the employee's Official Personnel File (OPF).
 - vi. Underpayments from errors made less than 30 days prior to being reported shall be corrected on the next paycheck, or as soon as administratively practicable.
 - vii. If the underpayment due to the employee exceeds \$10,000.00, it may be repaid in installments as approved by the Chief Human Resources Officer. Repayment that can reasonably be paid without extending the repayment beyond the calendar tax year shall be paid to avoid tax complications.
 - viii. The Chief Human Resources Officer is authorized to deviate from the underpayment procedure above. Such action shall be documented in a written agreement signed by the employee and the Chief Human Resources Officer. The signed agreement must be attached to the *Employee Overpayment/Underpayment Reconciliation and Disposition* form and maintained in payroll records and the OPF.
 - ix. If the employee is dismissed, resigns, or retires from the school system prior to full repayment of an underpayment, the remaining balance shall be paid with the final paycheck.
- c. ***Overpayment***
- i. When an overpayment has been identified, by either a payroll employee or any other employee, it shall be reported immediately to the Payroll Senior Manager or to the Chief Human Resources Officer.
 - ii. The Payroll Senior Manager shall determine the basis for the overpayment, the amount of the overpayment, and document the facts and circumstances on the *Employee Overpayment/Underpayment Reconciliation and Disposition* form. The original form with backup documentation shall be retained in the Payroll Department, and a copy shall be filed in the employee's OPF.
 - iii. Overpayments shall be reversed or deducted in the next paycheck, or as soon as administratively practicable.

- iv. To prevent a hardship, if the overpayment exceeds one-third of the employee's gross pay, it may be recouped as approved by the Chief Human Resources Officer and documented in a repayment agreement signed by the employee. Any overpayment that can reasonably be collected without extending the collection beyond the calendar tax year shall be collected to avoid tax complications.
- v. If the employee is dismissed, resigns, or retires from the school system prior to full repayment of an overpayment, the balance shall become immediately due and payable. Salary or wages or any other amount still due to the employee shall be applied toward the balance.
- vi. If the employee leaves the school system prior to full repayment of an overpayment and a balance remains after 30 calendar days from the last date of employment with AACPS, AACPS shall seek redress in the applicable court of law.

10. Exceptions

- a. When it is in the best interest of AACPS, the Superintendent or Superintendent's designee may authorize exceptions to the procedures set forth in this regulation. The reasons for the exception shall be documented.

Regulation History: Issued 03/01/06; Revised 12/16/20; 04/22/26

Note Previous Regulation History: Replaces Regulation 801.01, issued 11/20/89

Legal Reference: The Fair Labor Standards Act of 1938