

MASTER AGREEMENT

between the

**Board of Education of
Baltimore County**

and the

**Teachers Association of
Baltimore County
(TABCO)**

July 1, 2020 – June 30, 2023

Updated July 1, 2020

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DEFINITIONS

The following terms used in the Agreement refer to the definitions as written unless otherwise stipulated:

1. Board – The Board of Education of Baltimore County.
2. Association – The Teachers Association of Baltimore County, Maryland, Inc.
3. Educator – All personnel who are required by their position to hold a professional certificate issued by the Maryland State Department of Education and all professionally licensed personnel, school nurses, and JROTC instructors who are eligible for Association membership and who are represented exclusively by the Association in negotiations as defined in Article I – Recognition.
4. Negotiations Law – Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland.
5. Policy and Rule Numbers – Refer to policy and rule designations on the Board of Education of Baltimore County Web site.
6. Arbitrariness – “Means in an ‘arbitrary’ manner, as fixed or done capriciously or at pleasure; without adequate determining principle; not founded in the nature of things; nonrational; not done or acting according to reason or judgment; depending on the will alone; absolutely in power; capriciously; tyrannical; despotic.” (Black’s Legal Dictionary)
7. Immediate Family - Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, equivalent step-family members, legal dependent of the employee, a person residing as a member of the household where the employee is making his/her home, or any other person so interpreted by the Manager, Department of Staff Relations and Employee Performance Management. Brother-in-law and sister-in-law are classified as immediate family for purposes of bereavement leave.
8. Close Relative - Grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, uncle by blood or marriage, aunt by blood or marriage, nephew or niece by blood or marriage, or first cousin.
9. Chairman – The term chairman shall be read to include male and female gender.
10. Seniority – Seniority shall include uninterrupted service and approved leave time computed from the first day of employment in the bargaining unit.
11. CNDWD – Compensable Non-Duty Week Days – weekdays falling within the school year which are not holidays or ten-month educator duty days.
12. Days – Days shall refer to duty days unless otherwise specified.
13. EYE – Extended Year Employment – Certain additional days of employment that occur before or after the regular school year for BCPS employed ten-month unit members.
14. Collaboration – a process by which two parties work together in a timely manner to achieve shared goals.
15. Supervisor/administrator – The term “supervisor/administrator” shall mean the supervisor/administrator or principal of any worksite or functional division or group who has direct responsibility for supervising unit members.
16. Educator council – Assembly of elected representatives of a school’s, worksite’s or office’s educators for the purpose of establishing and implementing the parameters of Article IV of the Master Agreement.
17. Worksite – The term “worksite” shall mean any work location.

ARTICLE I - Recognition

In accordance with the provisions of Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland, the Board of Education of Baltimore County hereby designates that the Teachers Association of Baltimore County, Maryland, Inc., shall be the exclusive representative of all certificated personnel, professionally licensed personnel, school nurses, and Junior Reserve Officer's Training Corps (JROTC) instructors except administrative and supervisory personnel and employees named by the Board of Education to act in a negotiating capacity as specified in Subsection 6-408 of the negotiations law.

ARTICLE II - Board's Rights

Legal Authority

2.1 The Board on its own behalf, and on behalf of the citizens of Baltimore County, retains and reserves unto itself, without limitations, all powers conferred upon and vested in it by the laws and Constitution of the State of Maryland and/or the United States.

Managerial Rights

2.2 In exercising such powers, the Board, through its administrative staff, shall be free, subject to the provisions of this Agreement, to exercise all of its managerial rights and authority to the extent permitted by law.

Subcontracting

2.3 The Board shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement unless there is a substantial business or professional reason for so doing.

2.3.1 In addition, if the Board is contemplating subcontracting any bargaining unit work, the Association shall be given sufficient advance notice of such plans so that they shall have ample opportunity to meet with the Board before such a decision is put into effect.

ARTICLE III - Association's Rights, Privileges, and Responsibilities

Member's Protection

3.1 There will be no retaliatory, arbitrary, or capricious actions of any kind taken against an educator as a result of his/her proper exercise of authority and responsibility in performing assigned duties as an educator, membership in the Association, acting as a representative of the Association, participation in any of its legal activities, or participation in the grievance procedure provided in this Agreement.

3.1.2 The Association and Board consider workplace bullying unacceptable and will not tolerate it under any circumstances. Examples of bullying behavior include, but are not limited to unwanted, offensive, humiliating, or undermining behavior towards an individual or group of employees. If an employee believes that he or she is the target of bullying behavior, a formal complaint should be lodged with the Office of Investigations.

President's Time

3.2 The President of the Association shall, at the request of the Association, be granted a leave of absence without pay during his/her term of office. During his/her term in office, his/her place on the salary scale will advance at the rate of an educator on active status. Such leave shall be arranged so that payment of the president's salary and deductions for retirement and fringe benefits will be made by the Office of Payroll and reimbursed by the Association.

3.2.1 The Board agrees to return the president on leave of absence to the same position held when the leave of absence was granted, providing the president notifies the Board of his/her desire to return to that position at the time the leave is granted, unless the president would have been involuntarily transferred under other provisions of this Agreement. This section applies

only if the president returns upon the expiration of the initial leave of absence and subsequent extensions in the event the president is re-elected.

Association Representative Visits

3.3 In order for the Association to properly fulfill the terms of this Agreement for the benefit of all employees and the welfare of the school system, duly authorized representatives of the Association, Maryland State Education Association (MSEA), and National Education Association (NEA) shall be permitted to meet with educators and transact Association business on school property if, in the judgment of the supervisor/administrator, there is no interruption to the program of instruction. Upon the representative's arrival at any school he/she will notify the school office of his/her presence and if requested, confer with the appropriate supervisor/administrator or his/her designee.

Use of Facilities

3.4 The Association shall have the right to use school buildings for any legal purpose, without cost, to hold meetings with the faculties of such buildings or for meetings of more than one school faculty or their representatives. If, however, the meeting of the Association requires extra custodial or cafeteria services, the Association shall be billed for such services.

3.4.1 The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, computers for presentations, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use and provided the user is qualified to operate the equipment and has obtained the approval of the supervisor/administrator or his/her designee. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be liable for any damage resulting from such use.

3.4.2 TABCO shall have the right to place one telephone in the school of the vice-president of the Association, the location of which will be mutually determined by the supervisor/administrator and the TABCO official. The cost of installation and operation of the telephone shall be paid by TABCO.

Bulletin Boards

3.5 Adequate bulletin board space shall be provided by the Board for the use of the Association. The location of the bulletin board space shall be determined by the supervisor/administrator, in consultation with the school's delegates to the Representative Assembly of the Association.

Representative Authorization

3.6 The chairperson of the Faculty Council, or his/her designee, and the chairperson of the Association's faculty representative, or his/her designee, shall have the privilege of:

3.6.1 Placing Association materials and those of MSEA and NEA in educators' mailboxes.

3.6.2 Announcing Association meetings at any faculty meeting or immediately following school announcements on the intercommunication system.

3.6.3 Posting notices and materials on the Association bulletin board.

3.6.4 Conducting polls, gathering information, recording membership votes, conducting elections and other business necessary to the effective functioning of the Association in the school.

3.6.5 Using school telephones for official Association business or matters relating to the terms of this Agreement. No toll calls shall be permitted outside the county, and local calls relating to the administration of the school shall be given preference, in the judgment of the supervisor/administrator.

3.6.6 Conferring with the educators about problems, concerns, and grievances and advising educators of their rights and privileges under the terms of this Agreement, providing such activity does not interfere with the program of instruction.

Interschool Mail

3.7 The Association may use the interschool mail delivery service to distribute official Association materials. The Board agrees to deliver such materials promptly, but no later than one week after they are received whenever possible. The Board reserves the right to refuse to deliver any material or communications which it deems to be illegal or libelous.

3.7.1 The Chief Human Resources Officer shall be sent at least five (5) copies of all communications pertaining to matters covered in this Agreement which are given general distribution to schools and educators at the time that such materials are picked up from the Association headquarters for delivery through the interschool mail delivery service.

Board of Education Meetings

3.8 The Board recognizes the importance of the viewpoints of educators in arriving at educational decisions. In order to present a proposal to the Board, the Association shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official representative of the Association may be recognized during Board meetings to offer comments germane to matters under consideration which would affect educators.

3.8.1 Two (2) copies of the Board Agenda and exhibits (except those which cannot be released pending action by the Board, e.g., appointment of personnel) shall be sent to the Association prior to each regular meeting of the Board. The approved minutes of each meeting of the Board shall be posted to the BCPS Web site.

New Educators

3.9 The Board will provide the Association with the names and assignments of newly hired educators on a weekly basis throughout the year.

3.9.1 The Association shall be provided advance notification of the date(s) and time(s) of new employee orientation meetings. In coordination with the Department of Human Resources, Association representatives shall be allowed to attend, distribute, and explain Association membership information.

Retired/Rehired Educators

3.10 This Agreement shall apply to rehired retirees with the following provisos:

3.10.1 Article XII - Absences and Leaves - Rehired retirees will be limited to eligibility for the following leaves: Academic Activities, Adoption, Bereavement, Family Illness, Absence for Maternity, Personal Business, Special Religious Observance, Court-Related, Workers' Compensation.

3.10.2 The school administrative team shall monitor the rehired retiree's performance and shall evaluate the educator annually using the on line Educator Evaluation Form in accordance with the following articles: 13.1 through 13.3.2; 13.8 through 13.10.2; and 13.12 through 13.16.

3.10.3 Article XIV - Transfers and Assignments does not apply.

3.10.4 Rehired retirees will be advanced sick leave equal to one-half day earned for every bi-weekly period in pay status; will not be able to carry over previously accrued sick leave into re-employment; will not be eligible for participation in the sick leave bank; and will be eligible only for those health benefits to which they are entitled under the terms of their retirement.

Association Orientation

3.11 During pre-instructional days at the beginning of each school year, the Association's faculty representatives in each school shall be provided with thirty (30) minutes wherein they may explain the Association's purpose and activities. The allotment for the time period shall be coordinated with the supervisor/administrator. Attendance at such meetings shall be voluntary; educators not attending the meetings shall engage in professional work.

Communications from Staff

3.12 As a stake holder, the Association shall have access to the BCPS News Hub. Association requests for other specific information shall be directed to the Department of Staff Relations and Employee Performance Management.

Payroll Deductions, Dues

3.13 Employees may join the Association at any time by completing a membership application. The Board agrees to collect Association dues from employees who complete a membership application. The Association will notify the Office of Payroll in writing of new Association members.

3.13.1 The Association will determine the dues amount on an annual basis and inform the Office of Payroll of the rates and the effective date. The Board shall deduct from the pay of each educator all Association dues (TABCO/MSEA/NEA) provided that at the time of the deduction the Board has been provided a copy of a signed membership application authorizing said deduction. The Association shall notify the Board each year by September 30 of employees whose authorization for dues deduction has been revoked. Dues collected from employees who appropriately have withdrawn their membership will be returned to the employee.

3.13.2 The Office of Payroll will remit dues to the Association on a biweekly basis. The Office of Payroll will provide the Association with an electronic file of employees from whom dues were collected, along with the biweekly remittance.

3.13.3 The Office of Payroll will deduct the unpaid balance of dues from the final pay of members who separate from service or the balance of one-half year dues if the employee separates prior to January 1 (for 12 month employee) or February 1 (for 10 month employee). No unpaid balance will be deducted from the employee's final pay if the separation is due to death, retirement, or an unpaid leave of absence.

3.13.4 Upon returning from an approved leave, employees who were previously members of the Association will have appropriate dues deductions automatically reinstated.

3.13.5 Employees who are no longer represented by the Association will have their dues deduction to the Association stopped unless the employee notifies the Office of Payroll that he/she wants the deduction to continue.

Payroll Deduction, Other

3.14 The Board shall provide payroll deduction for the following:

3.14.1 The Board shall provide educators with a list of carriers of tax sheltered annuities and custodial accounts and will provide payroll deduction service for them. The selection of annuity and custodial account service providers shall be made in consultation with representatives of the Board's bargaining units.

3.14.2 Direct deposit and banking through approved banking institutions.

3.14.3 Camp Genyara.

3.14.4 KidCare.

3.14.5 When a payroll deduction slot which has been available for KidCare, Camp Genyara, and other Association programs is no longer endorsed by the Association, that slot may be eliminated following proper notification to the Association and any existing user(s).

3.14.6 Any alteration of the payroll deduction procedures for the above carriers shall be by mutual agreement of the Association and the Board. The Board agrees to meet with the Association upon two (2) week notice from the Board to determine the substitution of new carriers.

3.14.7 The Board agrees to stop payroll deductions to an insurance company within thirty (30) days of receipt of a written notice from an individual educator. However, the educator shall save the Board harmless from any fiscal liability arising from

the cessation of deductions.

Leave for Association Business

3.15 This policy incorporates two (2) basic principles: (a) that released time should be provided for Association officers and representatives for official or professional meetings; and (b) that the Association should provide the cost of substitutes for officers who are attending meetings that are designed primarily to promote Association work.

3.15.1 When an Association representative's presence is requested by the Board, category (a) would apply. Representation at instructional conferences or meetings of the Commission on Educators Education and Professional Standards, for example, would also fall in category (a). In addition, twelve-month employees, who are Association delegates, are permitted to attend NEA Conventions under category (a). This provision shall not apply to educators on temporary extended year assignments, e.g., summer school educators, workshop participants, etc. Meetings such as those held by the National Council of Urban Education Associations would be considered category (b).

3.15.2 The president of the Association or his/her designee shall submit, in writing, to the Manager, Department of Staff Relations and Employee Performance Management, a list of educators requesting permission to attend meetings requiring released time. Whenever possible, such permission should be requested at least ten (10) days prior to the date of the meeting, except in cases of emergency. This list would then be subject to specific discussion and decision to determine whether the requests for absences are reasonable and whether they would fit in category (a) or (b) above. The Association shall monitor the educators excused so that whenever possible the same instructional program will not be adversely affected.

3.15.3 When it is necessary for educators to absent themselves from their regular assignment for the purpose of conducting any Association business or approved professional in-service type programs, and a regularly scheduled meeting is not involved, permission for such absence must be secured from the Manager, Department of Staff Relations and Employee Performance Management. Except in cases of emergency, of which the Manager, Department of Staff Relations and Employee Performance Management, shall be the judge, such permission requires at least twenty-four (24) hours prior notification.

3.15.4 If a member of TABCO is selected to an office in MSEA or NEA, released time shall be provided at no expense to the Board as provided in (b) above.

Collaboration

3.16 The Association and the Board are committed to fostering an organizational culture of respect throughout the school system. This culture is built on the belief that all employees are essential for the school system to attain equity and excellence for all students. To accomplish this, there must be a system-wide commitment to fostering a culture of respect and accountability at all levels of the organization. The Association and the Board recognize that its collective bargaining relationship is essential to enhancing this culture the principles of which are based on the following:

- Trust in each other and the process;
- Use of collaborative processes;
- Recognition of every employee's contributions;
- High expectations for all staff and students that are reasonable, clear and transparent;
- Open, honest contributions without fear of retribution;
- Open and effective communication;
- Respect for various points of view; and
- Civility in all interactions.

3.16.1 The Superintendent and his/her designated representatives shall meet quarterly with the President of the Association and his/her designated representatives. Either the representatives of the Board or the Association may recommend items of mutual concern for the agenda of such meetings. Additional meetings may be held upon mutual agreement of the Superintendent and the President of the Association.

Faculty Roster

3.17 When the faculty roster has been compiled by the supervisor/administrator for normal use by the school, copies shall be made available to a representative of the Association.

Faculty Representatives

3.18 Association faculty representatives and members of the Board of Directors of the Association shall be permitted to leave their schools in time to drive to a 4 p.m. meeting of the Representative Assembly held once a month locally. Exceptions to the monthly limitation may be made upon approval of the Manager, Department of Staff Relations and Employee Performance Management, providing such request is made by the Association at least five (5) days in advance of the meeting.

3.18.1 The chairperson of the Association faculty representatives and/or members of the Association Board of Directors shall not be assigned, except by their agreement, to after school or evening duties such as supervising sporting events, plays, bus duty, etc., or any other duties that may interfere with the performance of their representative duties.

No Violations

3.19 The Board agrees not to contract for working conditions which violate this agreement.

Exclusive Rights

3.20 For the duration of this Agreement, the rights and privileges enumerated in Article III shall not be accorded to any other organization seeking to represent educators under the negotiations law of the Annotated Code of Maryland.

Save Harmless

3.21 The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and other liabilities arising from acts of commission or omission by the Association or its agents in respect to the provisions of items 3.13 - 3.13.5 and 3.14 -3.14.7 of this Article, and particularly in reliance of any list, notice or assignment furnished by the Association or its agents under any of the preceding provisions of items 3.13 - 3.13.5 and 3.14 – 3.14.7 of this Article.

ARTICLE IV – Educator Councils

Establishment

4.1 It is the desire of the Board and the Association to encourage the formation of a Faculty Council in each school. The establishment of said council is the responsibility of the Association. All faculty members, except non-teaching administrative personnel, shall be eligible to vote in the election of council members.

Purpose

4.2 The basic purpose of the Faculty Council is to establish and maintain positive relationships and communications among the faculty and staff. The council shall also serve as the vehicle by which proposed changes in existing policies and practices, and new policies and practices, for each school may be considered and may be subject for discussion at any Faculty Council- supervisor/administrator meeting.

Meetings with the Supervisor/Administrator

4.3 Each supervisor/administrator shall consider the advice of the Educator Council in developing and evaluating policies and practices of the worksite.

4.3.1 The supervisor/administrator of each worksite shall meet with the Educator Council at its request, for discussion of problems of mutual concern, at the earliest mutually agreeable time, but not later than five (5) duty days from the time of the request, to discuss worksite operation, policies, practices, questions, and concerns, as they affect individual educators or groups of educators. The supervisor/administrator may request a meeting of the Educator Council to present the administration's

concerns for Educator Council consideration and recommendations. Upon such occasions, the Educator Council shall meet with the supervisor/administrator within five (5) duty days.

4.3.2 In the event the written recommendations are not taken, the supervisor/administrator shall reply, giving reasons in writing within five (5) duty days whenever possible, but no later than ten (10) duty days.

Involvement of Other Personnel

4.4 Officers or staff of the Association may be invited to attend meetings at the supervisor/administrator's or council's request, and members of the central office staff may be invited by the supervisor/administrator or council to attend such meetings. Each party shall inform the other in advance when outside personnel have been invited.

Appeal

4.5 If a Faculty Council desires to pursue a problem beyond the decision of the supervisor/administrator, it may appeal through normal administrative channels, beginning with the Executive Director, except that if the complaint relates to a provision of the Agreement, the Faculty Council may file a grievance.

4.5.1 A Faculty Council may discuss any such problem with officials of the Association or the Board of Directors of the Association at any time during the above process. The Faculty Council shall not involve the general public, the Parent-Teacher Association, or the student council, until all administrative channels as outlined in this article, have been utilized. Information regarding the complaint shall not be released to the public press until administrative channels, as outlined in this article, have been utilized, except by mutual consent of the Faculty Council and the Superintendent or his/her designee.

No Sanctions

4.6 The Board and the Association agree that the Association shall not invoke "sanctions" against an individual school during the term of this Agreement. Sanctions are defined, for the purpose of this section, as actions by an association which would deem it unethical or improper for any present or future educator to accept or continue employment in a particular school.

Meetings Regarding Professional Development and Curricular Issues

4.7 Staff members designated by the Superintendent shall meet with a committee or group designated by the Association on a regularly scheduled basis to discuss and receive recommendations on curriculum, instruction, staff development issues, and the delivery of such services. The parties may create subcommittees to study topics, as they deem necessary.

Consideration of Recommendation

4.7.1 The staff members designated by the Superintendent shall give careful consideration to all recommendations made by representatives of the Association concerning policies relating to curriculum and instruction, staff development, and delivery of such services.

ARTICLE V - School-Based Participatory Decision Making

5.1 Both parties to this agreement endorse participatory decision making at the school level. This is an opportunity for educators to have shared decision-making at the school where they work.

5.2 Educators serving on a school-based participatory decision management team must be approved by the faculty at the school. The procedure for such approval shall be determined by the faculty.

Guidelines

5.3 The Association and Board agree to meet to develop mutually acceptable general guidelines for the operation of participatory decision-making at the school.

Waivers

5.4 The Association and the Board agree to meet to develop mutually acceptable guidelines for a process for waivers of the Agreement and Board of Education or staff policies, regulations, or procedures as they relate to educators to solve the educational problems and meet the needs of a particular school. These guidelines shall assure that prior to any waiver being requested: (1) All educators at the site are aware of the waiver requested and (2) the majority of educators have voted by secret ballot to submit the request. Such waiver requests will be simultaneously submitted to the Board and the Association. Each will appoint whomever they deem appropriate to review the request and both parties shall meet and make a recommendation of acceptance or denial. Both sides must sign off on any waiver request for it to go into effect.

5.4.1 These same procedures may be used to address special situations that may arise.

ARTICLE VI - Educator Rights, Privileges, and Responsibilities

The Board and the Association believe that all school personnel serve as role models to students. As such, all school personnel should present a professional attitude and image in the workplace. This professional image sets a standard that encourages student understanding of the educator's role and engenders respect for all members of the school community.

Non-duty Hours

6.1 Out-of-school activities, excluding those related to professional growth of the educator during his/her non-duty hours, shall not be subject to action by the Board or its administrative officials, provided these activities do not clearly impair the educator's effectiveness in his/her teaching assignment.

Non-discrimination

6.2 The provisions of this Agreement shall not be applied in a manner arbitrary, capricious, or discriminatory in regard to race, creed, religion, color, national origin, age, sex, mental or physical impairment, or marital status.

Just Cause

6.3 No educator shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage as defined in this Agreement, by anyone other than their immediate supervisor/administrator without just cause. Inherent in the concept of just cause is "corrective counseling and progressive discipline." Progressive discipline is generally applied sequentially and consists of corrective counseling, warning letter, official letter of reprimand, suspension and discharge. Early steps of progressive discipline may be skipped depending on the nature and the severity of the infraction.

6.3.1 Administrators shall document corrective counseling sessions using a conference summary and shall provide the educator with a copy which shall be signed acknowledging receipt.

6.3.2 In accordance with Article 6.10 of this Agreement, unit members shall be advised of their right to representation prior to any investigation or conference/meeting convened for the purpose of discipline.

6.3.3 An educator may request that a TABCO UniServ Director or an Association building representative attend said conference or meeting as their representative. Such requests shall be submitted in writing by the educator to the appropriate supervisor/administrator.

6.3.4 If a supervisor/administrator has reason to reprimand an employee, it shall not be done in the presence of other non-administrative personnel, students, or the public. This restriction shall not apply when the educator has opted to be represented by an Association building representative pursuant to Article 6.3.3 above.

6.3.5 In addition, following a probationary period not to exceed two (2) years, no school nurse shall be discharged without just cause.

Confidential Information

6.4 No names, addresses, telephone numbers, salary, or other personal information about an educator shall be released by the Board to any commercial enterprise without written permission of the educator, unless required by law.

Citizenship Rights

6.5 Full rights of citizenship shall be guaranteed to each educator.

6.5.1 The Board and the Association recognize the right of educators to participate in political governmental affairs in a manner afforded any other citizen, including: the right to vote; the right to be an active member of a political party; the right to campaign for candidates for election to public office; and the right to seek, campaign for, and serve in public office.

6.5.2 Political activities of any educator seeking or holding office or campaigning for a candidate shall be conducted outside the classroom and outside working hours.

6.5.3 The following activities are specifically prohibited upon property under the jurisdiction of the Board:

- (a) Posting of political circulars or petitions.
- (b) The use of the school's clerical staff, telephones, or equipment.

6.5.4 An educator shall refrain from exploiting the privilege of his/her position. Neither shall an educator involve pupils in political activities for himself/herself or for any party, candidate, or political issue which the educator is promoting.

6.5.5 An educator whose performance has been rated effective shall be granted leave of absence without pay for the purpose of running for or serving in a public office, if such participation interferes with his/her assigned duties. The educator shall make the request for leave of absence at least thirty (30) days prior to the effective date.

6.5.6 Nothing in this Agreement shall prevent:

- (a) The dissemination of information concerning school budgets or school bonds.
- (b) The use of "bumper stickers" or other expressions of individual preference upon educators' automobiles.
- (c) The dissemination of information concerning elections and campaigns within the Associations.

6.5.6.1 The Association may disseminate information to its members.

Educator Attendance at Meetings

6.6 When it is necessary for any educator to participate in an activity authorized by the Superintendent or his/her designee during the school day, such educator shall be released without loss of pay for such time as it is necessary for his/her attendance at such hearing or meeting.

Job Security

6.7 In all cases of layoff, system-wide seniority shall prevail where the senior educator holds a first class certificate appropriate for the subject field and/or grade level of a remaining position, except where other relevant and valid considerations justify the retention of a less senior tenured educator. Where a senior educator holds a less than a first class certificate, the Board may disregard seniority except as between two (2) or more such senior educators holding the same type certificate unless other relevant and valid considerations justify the retention of a less senior educator with the same type of certificate.

6.7.1 All nurses hired prior to July 1, 2016 serve a two (2) year probationary period. Nurses hired on or after July 1, 2016 serve a three (3) year probationary period. At the end of the respective probationary period, if a nurse's work is effective, though contractual tenure does not apply, the individual is considered a continuing employee. No continuing nurse will be terminated by nature of his/her position being abolished if a probationary nurse currently holds the same type position. If no such probationary nurse is currently holding the same type of position, the continuing nurse with the least seniority in the Baltimore County Public Schools (BCPS) will be terminated, all other things being equal. In the case of layoff of school nurses,

said layoff shall be accomplished in inverse order of seniority with the least senior employee in that specific job title being laid-off first.

6.7.2 Educators on layoff shall be recalled in order of their seniority as vacancies become available for which they are certified or in the case of school nurses for which they are qualified. If a laid off educator is recalled to a position involving less time than that educator previously had, that educator shall be offered any subsequently available position involving greater time, or which can reasonably be combined with the educator's assignment, before such position is offered to a less senior laid-off educator. The Board may elect not to implement this provision if the new position becomes available after October 1 of the school year.

6.7.3 While a layoff continues, no new hires shall be permitted except where: (a) there are no educators on layoff qualified by certificate to fill a vacant position or in the case of school nurses no one 14 qualified to fill a vacant position; or (b) all qualified educators on layoff decline the offer to fill the vacancy. Educators shall: (a) receive written notice at least five (5) days in advance of the deadline for determining whether to exercise recall rights; (b) be available to begin work within twenty (20) days following exercise of recall rights; and (c) retain recall rights for a period of two (2) years. Except for proven medical disability, an educator who declines a job offer for which he/she is certified or qualified in the case of a school nurse shall forfeit recall rights provided, however, that a laid-off employee who has accepted employment in another Maryland public school system and is unable to get released from his/her employment contract may decline an offer to return to work and maintain all recall rights if the offer is issued later than July 15 for a position which will become available at the beginning of or during the school year following.

6.7.4 Educators laid off under the provisions of this section shall have the option of continuing membership in the Board's group insurance programs for a period not to exceed two (2) years by paying the full premium cost. If, during the two (2) year period, the educator is offered and declines reemployment, this privilege shall be terminated.

6.7.5 Educators on layoff when school reopens will be paid any reimbursement due them for courses previously approved. This payment will be made no later than the time the educator would otherwise be reimbursed if still in active service.

6.7.6 An educator remaining on the recall list on the first duty day of the school year, or five (5) days prior to the deadline for registration for fall courses if earlier, will be eligible to request an academic leave.

Interoffice Mail

6.8 Mail directed to educators through the interoffice system will be delivered to educators in the unopened interoffice envelopes.

Student Grades

6.9 No supervisor/administrator shall change a student's grade or request that an educator change a student's grade, except as a result of a conference between the supervisor/administrator and the educator, provided the educator is available for such conference. The educator will have the right to appeal any such change to the Executive Director whose decision shall not be arbitrable.

Representation

6.10 When a meeting with an educator is being convened for the purpose of an investigation, discipline, suspension, demotion, or discharge, the educator shall be advised of his/her right to representation prior to the beginning of any such conference or meeting and shall be given time to arrange for representation. At an educator's request and in accordance with Article 6.3.3, an Association building representative may serve as an educator's representative.

ARTICLE VII- Negotiations Procedures

Designation of Negotiators

7.1 Prior to September 15 of each year, the Board and the Association shall each designate in writing, to the other, the name of the chairman of its negotiating team and other official representatives to serve on its negotiating team.

Notwithstanding the above requirement, the Board and the Association shall retain the right to replace the chairman or members of their teams at their individual discretion.

7.1.1 The negotiating teams of the Board and the Association may have four (4) consultants in attendance at any time during the negotiating sessions. By mutual consent, the number of consultants on any given subject may be expanded.

Proposals

7.2 Requests by the Association or the Board to amend the existing Agreement must be submitted in writing no later than September 30 of each school year in which the contract expires.

Time Limit - Impasse

7.3 Negotiation on all items submitted must be completed by November 30 unless the impasse procedure provided in the negotiations law is used.

7.3.1 Should either party suggest an impasse, the procedures as provided in the negotiations law, relating to impasse shall be followed.

7.3.2 If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of Educational Panel members shall be made to the American Arbitration Association. All costs involving the neutral party shall be shared by the Board and the Association.

7.3.3 If the panel is activated, said panel shall within thirty (30) calendar days render a report setting forth its recommendations for the resolution of the impasse unless the impasse is dissolved in the interim. The parties agree to cooperate with the panel and provide such information and assistance as it may request.

Ratification

7.4 Following the completion of the regular negotiating session, an agreement shall be signed by the respective negotiating teams and shall be submitted to the parties for ratification. Within fifteen (15) calendar days of March 1 (or the report of an impasse panel), the parties shall notify each other of the results of the voting.

7.4.1 If the Agreement is not ratified by the respective bodies, either party may make recommendations for renegotiation. Either party may initiate a meeting for this purpose upon seven (7) calendar days' notice. This time may be reduced by mutual consent.

Meetings

7.5 Meetings during the regular negotiating period shall be scheduled by mutual consent. Either negotiating team may initiate such a meeting with five (5) calendar days' notice, in the absence of mutual consent. This provision shall prevail during a period of impasse as defined in the negotiations law.

Emergency Items

7.6 Emergency items may be negotiated other than during the regular negotiating period, upon the mutual consent of both the Association and the Board.

Meeting Places

7.7 Meeting places for negotiating shall be alternated and shall be selected by members of the respective negotiating teams without restriction, except that reasonable steps shall be taken to assure privacy of discussion.

Fiscal Renegotiation

7.8 If the Baltimore County fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In such event that negotiations are mandated, the parties agree to meet as soon as possible after the action of the fiscal authorities, but no later than ten (10) calendar days after the County Council adopts the operating budget and they agree to complete such renegotiation within five (5) calendar days.

7.8.1 If the parties are unable to reach agreement within five (5) calendar days, the impasse procedure provided by law shall be employed with the mutually agreed upon restriction that this impasse procedure shall not exceed ten (10) calendar days. This subsequent Agreement, including items agreed upon in the period of renegotiation, shall be direct and binding on all matters stated and referred to herein. Under no circumstances shall this process extend beyond the last day of school for pupils.

Distribution of the Agreement

7.9 Upon ratification of this Agreement, both parties shall prepare the final electronic text of the ratified Agreement. Each party shall be responsible for the posting of the Agreement to their respective internet site.

Non-arbitrable

7.10 A dispute related to this article is not subject to arbitration.

ARTICLE VIII - Grievance Procedure

Introduction

The parties recognize their mutual responsibility for the prompt and orderly disposition of educator problems. Their reliance on the following grievance procedure does not detract from the rights of an educator to discuss any matter with his/her immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of his/her problem. An educator may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation.

8.1 Definitions

1. Educator: An educator is defined as any member of this bargaining unit.
2. Grievance: A grievance is a complaint by an educator, Faculty Council, or, in the event of an action affecting Association rights, the Association concerning the interpretation, application, or alleged violation of an express provision or provisions of this Agreement and/or as contained in the "Manual of Policies and Regulations."
3. Class Grievance: A general violation, misinterpretation or misapplication of the Agreement that directly affects three (3) or more bargaining unit members.
4. The Grievant: The grievant is the educator or educators, Faculty Council, or Association filing a grievance.
5. Representation: An educator may be represented by the Association at any step of the grievance procedure.
6. Time Limits: If the immediate supervisor/administrator fails to answer within time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the immediate supervisor/administrator's disposition of the claim. Time limits may be extended by mutual agreement in writing.

Procedure

8.2 (Informal) An educator who feels he/she has a grievance shall discuss it, either orally or in writing, with his/her immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or his/her first knowledge thereof. The informal discussion of problems and the continuous interchange of views between educators and their supervisor/administrators, and between staff members and their immediate administrative supervisors, are encouraged in order to resolve as many disputes as possible informally.

Level I - If an educator is not satisfied with the disposition of his/her claim at the informal level, he/she may submit his/her grievance in writing on the appropriate form (see Appendix C) to his/her Executive Director or other appropriate supervisor/administrator within ten (10) days following the reply at the informal level.

A grievance shall be presented in writing on the prescribed form and may contain pertinent information such as:

- a. name(s) and position(s) of the grievant(s);
- b. a reference to the express provision(s) of this Agreement allegedly violated, misinterpreted or misapplied;
- c. a description of how the article(s) was violated, misinterpreted or misapplied and the facts involved, including relevant dates;
- d. the corrective action requested; and
- e. the signature(s) of the grievant(s).

If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Executive Director or other appropriate supervisor/administrator. Such individual shall within ten (10) days of receipt of the grievance, or date of grievance hearing if held, inform the grievant as to the disposition of his/her claim.

Level II - If an educator is not satisfied with the disposition of his/her claim at Level I, he/she may appeal in writing to the Superintendent or his/her designated representative within ten (10) days.

If a grievance affects a group or class of employees, the Association may initiate the grievance process at Level II by submitting such grievance in writing directly to the Superintendent within twenty-one (21) calendar days of the event giving rise to the complaint or its first knowledge thereof.

If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Superintendent or his/her designee. The Superintendent or his/her designated representative shall inform the grievant as to the disposition of his/her claim within ten (10) days of the receipt of the appeal at this level, or date of grievance hearing if held.

Level III - On request of the grievant, the Association may appeal the Superintendent's disposition to arbitration. If it so determines, it shall notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of notification of the Superintendent's disposition of the claim.

8.3 Within ten (10) days after such notification of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

8.3.1 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. He/she shall have no authority to add to, alter, detract from, amend or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The award of the arbitrator, in writing, shall be final and binding on the aggrieved educator or educators, the Association, and the Board.

8.3.2 The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

8.4 Grievance forms and attendant papers shall not be placed in an educator's personnel file.

**ARTICLE IX - Protection of Educators
(Personal Injury Benefits and Property Loss)**

Procedure in Case of Threat (Assault) and/or Physical Attack (Battery)

9.1 Any case of threat (assault) and/or physical attack (battery) upon a staff member while acting within the scope of his/her duties shall be promptly reported to the supervisor/administrator/office head. The scope of the employee's duties, in such cases, shall be defined to include any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

9.1.1 Supervisors/administrators shall proceed in accordance with the **Critical Response and School Emergency Safety Management Guide, Workplace Violence: *Guidelines for Administrators Dealing with Threat and Physical Attack on a Staff Member.***

9.1.2 The supervisor/administrator shall share with the employee all information relative to the immediate threat and/or physical attack relating to the persons involved, that is not legally prohibited, and will act in appropriate ways as liaison between the employee(s), the police, and the courts. The supervisor/administrator, supervisor, Executive Director, or a member of the Superintendent's staff will appear with the educator at any consequent hearing.

9.1.3 Staff members shall report to the appropriate supervisor/administrator any threats of civil or criminal action against them arising out of and in the course of their employment. Union members are also encouraged to contact their Association.

9.1.4 Educators whose employment requires delivery of services beyond a BCPS work site may leave an unsafe or dangerous situation/environment without being penalized or disciplined in any manner. In such situations, educators shall report the unsafe circumstances of the situation/environment to their supervisor.

Property Loss-Battery

9.2 In the event that an educator has any clothing or other personal property damaged or destroyed as the result of a battery suffered in the course of his/her employment, the Board shall reimburse the educator the cost of repair or the replacement value of such property, less any benefit from Workers' Compensation or insurance. The benefit shall have a five-dollar (\$5.00) minimum clause.

Property Loss-General

9.3 The Board shall assume liability for the value of personal property destroyed, lost, or damaged on the school property as a result of an accident, vandalism or theft under the following circumstances:

9.3.1 In the case of personal property, supplies, or materials brought to school to be used as an adjunct to instructional activities, a written request to use the article(s) must have been approved by the supervisor/administrator prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such request must be renewed annually.

9.3.2 No coverage shall exceed one thousand five hundred dollars (\$1,500.00).

9.3.3 Such coverage shall not apply if the negligence of the educator contributes to the loss.

Educator Trauma

9.4 An emergency educator council meeting with the administration shall be convened within two (2) duty days of a significant disturbance that partially or totally impacts the overall well-being of the school community. The purpose of the meeting shall be to collaboratively discuss the trauma to the school community, determine the root cause, assess the school response, and identify measures to be taken to avoid/react to similar future disturbances.

9.4.1 The educator council in partnership with the school administration shall also determine what supports, if any, the

faculty and staff may require in order to move forward in a healthy manner. If it is determined that BCPS mental health support is needed, the supervisor/administrator shall submit a request to the BCPS Employee Assistance Program (EAP) which shall provide support within two (2) duty days of the request.

9.4.2 In the event an educator is threatened, attacked, intervenes in a fight, witnesses a serious act of violence or the arrest of a student(s), the supervisor/administrator or designee shall immediately determine if the educator desires and/or requires assistance and shall coordinate with the BCPS EAP to provide the necessary support.

ARTICLE X - Teaching Conditions

General

Health & Safety

10.1 The Board agrees that it shall maintain safe, sanitary, healthful working conditions.

10.1.1 When, in the judgment of the Educator Council, any room, building or area presents a health or safety hazard, or a condition unsuitable for teaching or supervising children, duly qualified personnel shall be contacted by the supervisor/administrator within three (3) duty days and asked to make a timely inspection. As information from duly qualified personnel is shared with the supervisor/administrator regarding this inspection, the information will be shared with the chairperson of the Educator Council and/or other initiating party within three (3) duty days.

If the chairperson of the Educator Council and/or other initiating party has concerns with or questions about the information shared, he/she shall submit those concerns/questions in writing to the supervisor/administrator for forwarding to the Executive Director of the Department of Facilities Management or the Manager of the Office of Employee Absence and Risk Management. The appropriate office will provide a written response within fifteen (15) duty days of receipt of the inquiry to the supervisor/administrator and the chairperson of the Educator Council and/or other initiating party. Upon request of the Educator Council Chair or initiating party to the supervisor/administrator, the Work Order Status Request List shall be made available for review within two (2) duty days of the request.

10.1.2 When a room, building or area because of its condition is judged by authorized qualified personnel to create a health or safety hazard, or a condition unsuitable for teaching or supervising children, the place shall be closed to students and educators, if thus recommended by the qualified person, until such hazard can be corrected. When the issue is raised by the Educator Council, written reports shall be sent to the supervisor/administrator and the Educator Council, and shall be shared with the faculty and/or other initiating party in a timely manner.

10.1.3 When rooms are closed for health, safety, or conditions unsuitable for teaching and learning, the supervisor/administrator will confer with the educator and determine the amount of time and resources needed within the work day to pack materials and subsequently reconstruct the affected room(s). Should observations occur during the reconstruction of the classroom, educators shall not be adversely affected as a result of the physical environment of the classroom space, i.e. bulletin boards, centers, labs, etc.

10.1.4 The Board shall make hepatitis-B vaccine available to any educator who has occupational exposure to blood or body fluids containing visible blood, at no cost to the educator. The Board shall refer educators who are exposed to blood, or to body fluid with visible blood, to a medical care facility for evaluation and treatment, at no cost to the educator.

10.1.6 Educators who are required to vacate their work areas due to ongoing construction or renovation during the school year shall be allowed up to two (2) duty days without teaching or other assigned responsibilities for the purpose of packing materials from their current classroom and/or establishing a temporary classroom.

Educators who are required to move during the school year into a new permanent classroom as a result of completed construction or renovation shall be allowed up to two (2) duty days without teaching or other assigned responsibilities for the purpose of packing materials from their current classroom and establishing their new classroom.

Educators who are required to pack/unpack their work areas after duty hours or on weekends shall be compensated appropriately.

Educators shall not be required to use planning time or their duty free lunch for the purpose of packing or unpacking their work areas as a result of construction or school renovations.

Suggestions

10.2 The Board encourages educators to present proposals for improvement of the school system.

Charitable Contributions

10.3 No individual school quotas for charity campaigns will be established. Educators who do not plan to contribute do not need to return pledge cards. Any educator who has a personal interest and wishes to describe the benefits of a particular charitable campaign may present his/her ideas at a faculty meeting.

Intercom System

10.4 Following consultation with the Faculty Council, the supervisor/administrator shall establish a policy designed to keep classroom interruptions to a minimum. Consideration should be given to the need for emergency interruptions. Morning announcements should be given as close to the opening of school as possible; afternoon announcements as close to the closing of school as possible; and in both instances announcements should be kept to a minimum. The use of written bulletins should be considered whenever possible.

Substitutes

10.5 The responsibility for the selection, orientation and employment of substitutes rests at the local school level. The supervisor/administrator, or his/her designee, shall be responsible for obtaining qualified substitutes. Educators shall not be required to obtain their own substitutes.

10.5.1 The central office shall assist the local schools in obtaining the best possible substitute by arranging for short-term area workshops for substitutes and assisting in the distribution of lists of available substitutes in the several areas within the County.

10.5.2 Substitute educators shall be provided for special area educators of art, music, physical education, and for elementary library media specialists, on the same basis as substitute educators are provided for other classroom educators. Whenever possible and appropriate, substitutes shall be provided for secondary library media specialists, special education resource educators, and other educators who provide direct instruction and/or services to students.

10.5.3 For emergency absences, educators will be required to have three (3) emergency lesson plans prepared for use by substitute educators. The emergency lesson plans shall be maintained in a location to be determined by each school and will be replenished within ten (10) duty days upon the return of the educator to his/her regular assignment.

10.5.3.1 For any given extended absence, educators will be required to provide no more than three (3) consecutive days of lesson plans for use by a substitute educator.

Regular School Day

10.6 The regular school day for educators shall be seven (7) hours in duration including a thirty (30) minute duty-free lunch. The regular school day shall extend from 15 minutes before the time for starting scheduled activities for students and shall not extend beyond 15 minutes after the time for dismissing regularly scheduled students.

10.6.1 The supervisor/administrator and Faculty Council may agree to redistribute up to ten (10) minutes of the time before school and/or up to ten (10) minutes of the time after school during any week to schedule meetings for instructional or administrative purposes affecting a substantial portion of the Faculty. Such redistribution may be made by mutual agreement between the supervisor/administrator and the affected educator(s) when a small group of educators is involved. The workweek

for educators will not be increased as a result of this schedule adjustment.

10.6.2 On days when inclement weather causes a delayed opening, the required workday of ten (10) month educators will begin not more than fifteen (15) minutes before the revised starting time. On days when inclement weather causes an early dismissal, the workday of ten (10) month educators will end as soon as the educator's responsibilities for student supervision are completed.

10.6.3 On days when inclement weather causes school closures or opening delays, twelve (12) month educators are expected to report on time. On days when inclement weather causes early dismissal of schools, twelve (12) month educators are expected to remain on duty. Upon notification to the appropriate supervisor/administrator, twelve (12) month educators may be absent without loss of pay. Their absence shall be charged, as determined by the employee, to personal business leave or vacation time for absences directly related to the inclement weather event.

10.6.4 In special programs where pupils have a daily schedule of less than six and one-half (6 1/2) hours in duration, educators may be required to work seven (7) hours per day. Exceptions may be authorized by the supervisor/administrator in cases of emergencies.

10.6.5 An educator who leaves the school building during the duty-free lunch period or prior to the termination of the 15-minute period after school and after completing all other assigned duties shall notify the secretary or other designated person. Upon returning to the school building from a duty-free lunch period, an educator shall notify the secretary or other designated person.

10.6.6 A school nurse may leave a school during the duty free lunch period when the school first aid, CPR and medication backups are present and able to provide coverage. The school nurse shall notify the appropriate administrator or designee accordingly prior to leaving the school building. The administrator or their designee will triage students during the nurse's absence and will involve identified back-up staff as appropriate. Upon returning to the school building from a duty-free lunch period, the nurse shall notify the school secretary or other designated person.

Additional Responsibilities

10.7 Preparing for a highly effective instructional program requires extensive planning time. Therefore, care should be taken in planning the scope and duration of additional activities. In addition to classroom responsibilities, the following activities will be considered part of the normal assignment for educators as deemed appropriate by the appropriate supervisor/administrator:

10.7.1 Conducting a daily homeroom period.

10.7.2 Attending professional faculty meetings no more than once per week, except in the case of emergencies.

10.7.3 Supervising evening and night student activities approximately four (4) times per year, which includes back-to-school night(s).

10.7.4 Sponsoring and/or supervising student interest groups for approximately one (1) hour once a week.

10.7.5 Supervising students as needed before, during, and after school in the building and on the playground on a regular duty roster basis. Itinerant related service providers who are assigned to more than one school shall not be included in such regular duty rosters.

10.7.6 Attending evening professional meetings no more than once a year. Educators may be exempted by the supervisor/administrator when extenuating circumstances prevent attendance.

10.7.7 Meeting with students to offer reinforcement and remedial assistance with the instructional program, with the time for such meeting being established by mutual agreement between the educator and the student(s).

10.7.8 Meeting with parents and other staff members as professional responsibilities require with the time for such meeting being established by mutual agreement between the educator and the other person(s) involved.

10.7.8.1 Educators shall be notified prior to the visit of a parent to the educator's classroom or for the purpose of observing instruction. The educator may request the visitor be escorted to the classroom by an administrator or designee or that the visit be rescheduled at a mutually agreed upon time.

10.7.9 No grade level meeting, interdisciplinary team meeting, or departmental meetings, held other than Monday afternoon or during the school day, shall be called which require attendance except in emergencies or unusual circumstances. Three days prior notification shall be given in the event of unusual circumstances, whenever possible.

10.7.10 During school assessment days, the school nurse shall focus on activities related to the school health services program.

10.7.11 Attending PTA meetings in accordance with established policy.

PTA Meetings

10.8 Educator attendance at PTA meetings provides a vital link in promoting the total educational program to the parents. It gives an opportunity for parents and educators to explore jointly their responsibility to their children and to public education.

10.8.1 Educators should be present when the nature of the program indicates a need for their participation. Should professional or personal responsibilities conflict, the problem should be resolved with the local supervisor/administrator.

10.8.2 Educators are encouraged to participate in the activities of their PTA's.

Assignments

10.9 Every reasonable effort will be made to assure that no elementary educator is assigned to teach a combination class unless that educator has taught one of the two (2) grades involved during the previous three (3) school years.

10.9.1 The supervisors/administrators of educators with multi-school assignments should confer regarding the assignment of additional responsibilities beyond the educator's daily instructional responsibilities.

10.9.2 Educators who are traveling to more than one school within the school day shall be provided with adequate travel and setup time as well as the requisite lunch and planning time.

Curriculum Changes

10.10 Educators who are expected to implement new curricula or techniques shall be given an opportunity to participate in training activities concerning the new curricula at least one grading period prior to the implementation.

10.10.1 Curriculum materials and texts necessary for the implementation of curricula and techniques will be available to the educator at least one grading period prior to the time the educator is expected to implement any curriculum.

10.10.2 All curricula will be piloted prior to implementation. Curricula shall be piloted in sample schools or with populations impacted by such initiatives. Curriculum pilots will be of sufficient length to determine efficacy. Pilot participants shall be afforded opportunities to provide feedback, to discuss strengths and weaknesses, and to suggest modifications prior to implementation.

10.10.3 Educators using both piloted and non-piloted curriculum shall be formally observed and evaluated on performance in those classes in which the non-piloted curriculum is being used.

Educators solely using piloted curriculum shall be formally observed and evaluated using the modified observation and evaluation tool mutually agreed upon by the Board and the Association.

Technology

10.11 Educators will have access to technical support to allow for the utilization of the technology in an efficient and effective manner.

10.11.1 All system-wide software initiatives will be piloted and all system-wide hardware initiatives shall be field tested prior to implementation. Field tests and pilots shall include representative stakeholders and allow time to validate district goals. Field test and pilot participants shall be afforded opportunities to provide feedback, to discuss strengths and weaknesses and modifications prior to implementation.

10.11.2 Educators who are expected to utilize new technology and/or application software shall be given an opportunity to participate in training activities related to the new hardware and software applications prior to and during the implementation.

10.11.3 Educators shall not be formally observed in classes in which technology is being piloted or field tested.

Elementary School Schedule

10.12 Special area educators in elementary schools shall have at least five (5) minutes between classes for the purpose of preparing materials and equipment whenever possible. Additionally, extra consideration shall be given to educators traveling to other locations within the school, as needed.

10.12.1 Pre-K educators who have primary responsibility for two classes with a minimum of fifteen (15) students each will be provided with two (2) Pre-K duty days during the first quarter and two (2) Pre-K duty days during the last quarter for the purpose of conferencing with parents/guardians to discuss student progress.

Preparation, Planning, and Duty-free Lunch

10.13 A duty-free lunch period of at least thirty (30) minutes shall be provided for all educators. Educators who are scheduled to work three (3) hours or more on any given day will be provided with a thirty (30) minute duty-free lunch break.

10.13.1 All educators shall have time during the school day for individual preparation and planning related to their assignment. Educators who are employed less than full time shall have planning time proportionate with their full time equivalency (FTE). Individual educator preparation and planning periods shall not be imposed upon, except in the case of unforeseen circumstances, or by the agreement of the educator.

10.13.2 Schedule adjustments due to a delayed start of school or an early release of students constitute unforeseen circumstances and may result in missed or adjusted lunch and planning periods. On such occasions, makeup lunch and planning periods do not have to be rescheduled for affected educators.

10.13.3 Educators in secondary schools shall have at least five (5) unassigned periods per week for preparation and planning with the objective of providing at least one per day. This is assuming a 35-period week. If the secondary school week is other than 35 periods, a minimum of two hundred-fifty (250) minutes of preparation time will be provided with every reasonable effort being made to assure that such periods are no less than fifty (50) minutes in duration. Preparation time does not include the thirty (30) minutes duty free lunch or the fifteen (15) minutes before the time for starting scheduled activities for students or the fifteen (15) minutes after the time for dismissing regularly scheduled students.

10.13.4 Educators in elementary schools shall have a minimum of two hundred fifty (250) unassigned minutes per week to use for preparation and planning, with every reasonable effort being made to assure that such periods are no less than twenty-five (25) minutes in duration. This does not include before and after school time or the duty-free lunch. When the organization of a school permits, the supervisor/administrator shall provide planning time each day.

10.13.5 Whenever the organization of the school and staffing patterns permit, supervisors/administrators may provide additional time beyond the 250 unassigned minutes per week. This time may be utilized for preparation and planning, grade level planning, vertical team meetings and other group meetings with educators and/or supervisors/administrators for

instructional planning purposes, data analysis, co-planning between resource staff and general educators, special education case management, professional development activities and for other professional responsibilities and duties as allowed or assigned by the supervisor/administrator. This additional time may be allotted on a differentiated basis depending upon individual educator assignments and/or schedules. To address unusual situations, the supervisor/administrator reserves the right to switch a planning period with a duty period.

10.13.6 A special educator or related service provider may request his/her appropriate supervisor/administrator for additional planning time for the purpose of completing case management duties. Together they shall collaborate to determine if time is needed and, whenever possible, additional time shall be provided.

10.13.7 Administrators shall provide case managers and/or related service providers with one full duty-free professional day per quarter for the purpose of completing case management duties. Case managers and/or related service providers may request additional time, if needed, and shall collaboratively determine if and when the additional time shall be provided.

10.13.8 Planning for daily instruction is likely to be most effective when secondary school educators have assignments that require not more than three preparations. The middle and high schools shall be organized so as to implement this concept. In special cases and if no other options are available, a supervisor/administrator may assign an educator more than three (3) preparations in order to meet student needs. Educators who are assigned more than three (3) preparations shall not be assigned any duties during the regular school year.

10.13.9 Every program as itemized by grade and subject in the “Baltimore County Public Schools Course Registration Guide,” and in the comparable publication describing the middle school program, shall be considered as a preparation. In addition, it shall be construed as a preparation if an educator utilizes a special course of study in basic education in one of the areas of general education.

10.13.10 It is recognized, however, that it may be necessary to depart from this procedure when educators request a diverse assignment; when pilot programs are initiated for the purpose of curriculum revision; and when the size of the department or the scope of departmental offerings make it impossible to effect this policy. In such cases, supervisors/administrators may provide additional preparation time for the affected educator.

10.13.11 In the event of a dispute regarding an educator’s schedule, an appeal may be made to the appropriate Executive Director whose decision shall be final.

10.13.12 With the permission of the appropriate supervisor/administrator or designee, educators may leave the building during planning periods to conduct business related to their assignments. Educators must sign out and sign in at the designated school site.

10.13.13 Special area educators shall not be assigned more than 5 classes per day.

10.13.14 A nurse may request of his/her appropriate supervisor/administrator preparation/planning time for classroom presentations and/or special events. Time required may vary from school to school depending upon total school population, acuity level or special needs of the students, and the proposed project being presented. Requests for preparation/planning time shall be reasonably considered. Emergency cases will take precedence at any time.

Faculty Meetings

10.14 Supervisors/administrators and their staffs, in collaboration with the Educator Council, shall determine the number, type, and time of non-emergency faculty meetings. Faculty meetings shall be limited to a maximum of one (1) per week except in the case of emergencies. Educators, through the Educator Council, will be involved in the development of the agenda for faculty meetings. All schools are urged to use Mondays for scheduling faculty meetings.

Non-teaching Duties

10.15 The Board shall provide paraeducators and office professionals for the purpose of relieving educators of such duties as duplicating instructional materials, entering and tabulating data, collecting money and materials from students, and supervising students in non-instructional activities. It is agreed, however, that when the performance of such duties is necessary

to the fulfillment of an educator's responsibilities, he/she shall be expected to do so.

10.15.1 Nurses shall not be required to perform bus duty, except in the case of emergency.

10.15.2 As field trips occur throughout the school year, the school nurse is responsible for collaborating with the supervisor/administrator to meet the health needs of students. If direct nursing services are needed on the field trip, the nurse, the supervisor/administrator, and the Coordinator of Health Services or his/her designee, will jointly determine the need for a substitute nurse for the trip or for the school. If it is determined that a substitute nurse is needed, the supervisor/administrator or his/her designee shall be responsible for obtaining a qualified substitute.

Transporting Students

10.16 Educators shall not be required to transport students.

Physical Property and Materials

Planning and Grade Books

10.17 Each educator shall be provided with a grade book, digital or otherwise as determined by BCPS. Duplication of routine record keeping shall not be required. The grade book shall remain the property of the school system and a planning book shall become the property of the educator.

Manuals and Workbooks

10.18 A copy of texts and workbooks and, whenever available, the educator's manual for the texts and workbooks, for the individual use of the educator will be provided for each subject or course he/she is teaching. Such materials shall be available to the educator in advance whenever possible.

Desks, Chairs, Files, Etc.

10.19 Each educator shall be provided with a serviceable desk with keys, an adult chair and if requested, a filing cabinet. Secured storage for an educator's personal property and confidential materials shall be provided as determined in consultation between the supervisor/administrator and the educator. It is the goal of the school system that classroom access to a computer, a network printer, and the internet is made available for each educator. In addition, the necessary instructional supplies and materials in adequate amounts as needed in the program shall be furnished.

Carts

10.20 The Board shall provide an adequate supply of carts in each school, where necessary, to be used by floating educators to move materials and supplies.

Copying Materials

10.21 Each school shall be provided with serviceable copying equipment and adequate supplies of proper copying materials in quantities to deliver the curriculum.

Supplies

10.22 The Board recognizes its responsibility to provide adequate supplies and textbooks and to coordinate the ordering of textbooks and materials with curriculum changes. In the event that supplies are not received when needed, an emergency order procedure will apply. In the event that the use of this procedure will result in a more than two-week delay in instruction, the chief supervisor/administrator at the place of instruction is empowered, if authorized by the Purchasing Manager, to obtain the needed supplies, materials, or equipment from immediate sources.

10.22.1 The Board shall continue to implement the plan to bring all libraries up to present state standards.

10.22.2 The Board agrees that all supplies and materials will be equitably distributed among schools and educators based on the needs of various schools and programs.

Physical Facilities

10.23 In the design of new schools and as existing schools are modernized, the Board shall propose to the Interagency Committee that each school be provided:

10.23.1 Well-furnished educators' lounges of adequate size.

10.23.2 Adequate, well-lighted and clean restrooms for educators.

10.23.3 Adequate, private dining areas for educators' use.

10.23.4 Storage space for classroom materials and the educator's personal property.

10.23.5 Office space and facilities for special area educators to work with students.

10.23.6 Adequate guidance facilities.

10.23.7 Adequate health facilities with an office for the nurse.

10.23.8 A working area containing equipment and supplies to aid educators in the preparation of instructional materials.

10.23.9 Internet access in all classrooms.

Appropriate Space

10.24 Whenever possible the appropriate amount and type of space will be provided for each educator to conduct the program of instruction. The space needs of all programs will be considered in determining school capacity.

10.24.1 Consideration will be given to the needs of special service providers who are responsible for testing, counseling, and therapy by making every effort to provide the appropriate physical space necessary to conduct their programs.

10.24.2 Appropriate space and opportunities shall be provided for nursing mothers. The employee and the site a supervisor/administrator shall work collaboratively to develop a schedule that does not negatively impact the mother or the instructional program within the school.

Professional Libraries

10.25 The Board and the Association mutually recognize the importance of continuous use of professional books and periodicals that reflect the research and trends of the art and science of education. In furtherance of that recognition, the Board agrees to continue development of professional libraries in school and include therein materials which are requested by the school staff in cooperation with the appropriate supervisors and coordinators to the extent that funds are available.

10.25.1 All texts, reference books, and materials contained within the central school library are available for educators' use. Materials from the central reference library of the Board and the professional library of the Association are available to educators.

Parking

10.26 An adequate portion of the parking facilities at each school or BCPS work location shall be reserved and/or provided for educator parking at no cost to the employee. Handicapped parking shall be provided.

Telephones

10.27 To the extent possible, telephones which provide for privacy shall be made available to educators in each school for official telephone calls.

Social Media

10.28 Baltimore County Public Schools' employees who do not wish to have their images/likenesses or personal information posted on the district's or school's Web site, Facebook account, Twitter account, or any other form of social media shall opt out by making their preference(s) known to their supervisor/administrator and shall inform anyone engaged in the taking of photos, filming, or video recording of classroom, school, or system events in which they may be involved.

ARTICLE XI - Maintenance of Classroom Control and Discipline

Local School Procedures

11.1 Each school administrator in collaboration with representatives of the school's Educator Council and faculty representatives proportionately selected by the administration and council shall develop a schoolwide student behavior plan in accordance with Board of Education Policy 5510 and other applicable Board policies.

11.1.2 The behavior plan shall be reviewed by the school Educator Council prior to implementation, shall be assessed annually for effectiveness, and shall be revised as needed prior to the start of a new academic year.

Authority of the Educator

11.2 Student discipline in the classroom, including appropriate intervention activities, is basically the responsibility of the educator. Upon verbal notification to a supervisor/administrator or his/her designee, the educator may exclude a pupil from his/her classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the educator will send the pupil to the office of the supervisor/administrator, or his/her designee, and explain the reason for the exclusion as promptly as possible. The affected pupil will be readmitted to the classroom of the educator involved only upon authorization by the supervisor/administrator or his/her designee, who will make such determination after conferring with the educator and notification to the educator of the action taken by the supervisor/administrator prior to the student returning to the classroom.

11.2.1 A student removed from an educator's classroom for a violation of the BCPS Student Handbook's Code of Student Conduct will not be placed in another educator's room or be allowed to return to their regularly scheduled classes, without action being taken by the administration or his/her designee. Placement in another educator's room or regularly scheduled class will not occur without conferring in person with the receiving educator prior to the student's arrival.

11.3 If the educator disagrees with the decision of the supervisor/administrator in readmitting a pupil to his/her class, he/she may register an immediate appeal directly to his/her Executive Director. The decision of the Executive Director on the assignment of the pupil is not subject to arbitration.

11.3.1 When an educator initiates an appeal to his/her Executive Director for a Category II offense where the student is displaying violent and/or seriously disruptive behavior, the student can only be returned to the classroom after the appropriate Category II disciplinary actions and/or interventions have been taken. While the student is out of the classroom for disciplinary action and/or interventions, the educator will collaborate with the administration to provide appropriate instructional materials.

11.4 When information is available and not legally prohibited, an affected educator(s) will be advised of any student(s) in his/her class who is returning or entering from a correctional facility, mental health facility, an alternative school program, or therapeutic foster care.

ARTICLE XII - Absences & Leaves

General Provisions ²

12.1 In granting a leave of absence to a tenured educator, the Board obligates itself to offer that educator a position as nearly comparable to the previous position as possible as soon as possible upon expiration of the leave but no later than the beginning of the next school year if the leave of absence expires during the school year.

12.1.1 Any regularly certificated educator who is on an approved leave and notifies the Department of Personnel by April 1 of intention to return to active duty status as of the following September, will be placed unless that educator would otherwise have been laid off.

12.1.2 An educator holding a provisional certificate who is granted a leave of absence is not assured reassignment at the termination of the leave unless or until such time as this educator qualifies for a regular certificate.

12.1.3 A probationary educator's reassignment at the end of a leave will depend upon his/her evaluations and previous effectiveness as an educator.

12.1.4 If a salary deduction is necessary for time lost on a duty day, the deduction will be made at the rate of one-tenth (1/10) of the educator's biweekly salary.

12.1.5 When leaves under this article are granted consecutively, only the initial leave shall count toward seniority.

² Note: See Policy 4203P and Rule 4203R for definitions of leaves and additional procedures for administering leaves.

Academic Activities

12.2 One (1) day is allowed for an educator to attend his/her own college commencement, his/her spouse's, and his/her children's. The absence will be charged to personal business leave.

12.2.1 One (1) day is allowed for educators to appear for examinations for advanced degrees or professional licenses related to their employment. The absence will be charged to personal business leave.

Adoption Leave

12.3 A full-time educator shall have six (6) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave. In the event of an out of state adoption, if emergency conditions develop including government or agency imposed waiting periods which delay the receipt of the child, no loss of pay will occur for up to six (6) weeks as a result of this delay provided official verification for the delay is submitted to the Manager, Department of Staff Relations and Employee Performance Management. In the event that both parents are Board employees, they may divide the use of paid adoption leave between themselves or either one may use the full six (6) weeks.

Bereavement Leave

12.4 Up to four (4) consecutive duty days with pay, beginning with the day of death or the first day after death, are allowed if the death is in the immediate family. Special consideration for one (1) additional day of bereavement leave with pay shall be given in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of the religious denomination. If further days are needed, personal business leave may be used.

12.4.1 One (1) workday with pay shall be allowed to attend the funeral of a close relative. One (1) additional day with pay will be allowed in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of a religious denomination.

12.4.2 The educator is required to submit to the appropriate supervisor/administrator a letter or the Notification of Absence Form stating the relationship, the date of death, the date of the funeral, and the dates of absence. An acceptable form of

verification for bereavement leave will be any of the following: obituaries, church programs, funeral home materials/documents, or state-issued death certificates.

12.4.3 One or more of the allowed bereavement leave days may be used at a time that is not immediately proximate to the date of death for a burial or a memorial service that occurs at a later date. In such unusual circumstances and with appropriate verification, flexibility in the use of the days shall be approved by the manager, Department of Staff Relations and Employee Performance Management.

Extended Leave of Absence

12.5 The Board may grant leaves of absence with or without loss of pay as described in the regulations for each category of leave, upon the request of the educator, for purposes which the Board may deem appropriate including, but not limited to, the educator's health.

Absence for Maternity

12.6 The parties hereto intend to comply fully with the provisions of the Pregnancy Discrimination Amendments of the Civil Rights Act of 1964, as amended. An educator who is pregnant may use accrued sick leave prior to and following the birth of the child, subject to medical documentation indicating the physician's determination that the educator refrain from employment due to a disability resulting from her pregnancy, child birth, and/or complications thereof. An educator absent due to these reasons must return to work as soon as she is physically able. The Board reserves the right to request medical documentation of her disability and of her physical ability to return to work.

Child Rearing Leave

12.7 If an educator does not desire to return to her position as soon as she is physically able to do so, following the birth of a child, or a father wishes to remain home to rear a newborn child, he/she may apply for a child rearing leave of absence under the following conditions:

12.7.1 Request for child rearing leave of absence shall be normally made by completing and forwarding the form, *Application for Child Rearing Leave of Absence* to the appropriate supervisor/administrator as soon as possible but prior to the last day of work before the birth of the child. In the event of a premature delivery (before the completion of the thirty-seventh (37th) week), where the employee has not yet filed for leave, the *Application for Child Rearing Leave of Absence* must be received in the Department of Human Resources no later than thirty (30) days from the date of the birth of the child(ren).

12.7.2 A child rearing leave of absence for birth or adoption of a child may be granted for a period of up to two (2) years immediately following the birth or adoption of the child.

12.7.3 Such leave becomes effective following the last day of employment.

12.7.4 An educator on child rearing leave may use accumulated sick leave for up to six (6) calendar weeks after giving birth to the child, provided that the educator has worked until it was medically necessary to stop.

12.7.5 When a child rearing leave is scheduled to terminate after a semester begins (September 1 or February 1) the Board or educator will have the option of extending the leave to the beginning of the following semester.

12.7.6 Before she returns to duty, the educator may be required to present a doctor's certificate stating that she is able to resume her regular work.

12.7.7 The unused sick leave of an educator who has been granted a child rearing leave of absence will be held in abeyance until such time as he/she returns to active service.

Military Leave

12.8 All educators shall be provided leave to serve in the uniformed services, covering all categories of military training and service, including duty performed on a voluntary or involuntary basis and in time of peace or war in accordance with the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

12.8.1 Short term--Educators who lose time due to obligatory short-term emergency or annual unit training duty with the National Guard or military reserves may be granted leave with regular pay consistent with their official military orders up to a period of fifteen (15) working days per annum. During the fifteen-day (15) period, accrual of benefits will continue.

12.8.2 If an educator is a member of the organized militia and is ordered to active duty under the authority of the Governor, he/she shall be entitled to leave of absence without loss of pay while actually serving under such active duty orders. "Without loss of pay" shall mean the educator's regular pay for the period of service less any compensation for such military duty.

12.8.3 In order to implement this policy, the educator must present the Board with a copy of his/her military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated. If a ten-month educator has an option as to when he/she participates in short-term duty, he/she shall do so at the time which has least conflict with his/her professional duties.

12.8.4 The Board will continue to pay its share of the health and dental benefits for the family of the employee called to active duty for up to one (1) year provided the employee was enrolled in the appropriate coverage at the time of the order.

12.8.5 Extended active duty military leave shall upon request be granted to any educator entering one of the military services of the United States. Upon completion of his/her military obligation he/she shall, within a reasonable length of time, be reinstated to his/her previous position, one of similar scope and complexity, or to an advanced position for which the employee is qualified by virtue of his/her service, experience and training.

12.8.6 Where the educator is returned to his/her former job classification, he/she shall be entitled to all annual increments (allowable in his/her salary grade) for which he/she would have become eligible had employment been continuous.

The above applies providing:

- (a) The returning veteran has been separated under honorable or general conditions. Veterans separated under other than honorable (undesirable, bad conduct, or dishonorable) conditions shall forfeit their rights under this policy.
- (b) The veteran applies for reinstatement within one year of separation or an approved extension thereof.
- (c) The service period has not been voluntarily extended beyond five years total active duty since August 1, 1961.
- (d) The veteran is still qualified to perform the duties of his/her former position or one of similar scope and complexity.
- (e) It is possible and reasonable to reinstate the veteran. Should the type of work formerly performed by the veteran no longer be required by the employer, or should all suitable positions be filled, the veteran shall be considered for future suitable openings.

12.8.7 Educators who are ordered to extend active duty shall be compensated for lost time up to fifteen (15) working days.

- (a) Educators returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.
- (b) An educator who has had successful service in the Peace Corps or VISTA will receive the same type of salary credit as that for military service.
- (c) Salary credit for military service for educators new to the system may be granted up to a maximum of two (2) years.

(d) A reasonable effort shall be made to reinstate to a comparable position a former educator who resigned to accompany a spouse who was on military duty, provided that the former employee held tenure (continuing status for nurses) in the system at the time of the resignation. Service of the spouse shall not have been voluntarily extended beyond five years total active duty, and the educator must have applied for reinstatement within one year of the separation of the spouse from service.

Personal Leave

12.9 A regularly certificated educator with seven (7) years or more continuous, active service with the Board may be granted a personal leave of absence without pay for one (1) year.

12.9.1 No leave time will be regarded as active service insofar as determining the seven-year personal leave eligibility requirement.

12.9.2 Personal leaves will begin on the first duty day of the school year and extend through June 30 following. Any exception to this provision must be approved by the Superintendent.

12.9.3 Ten (10) personal leaves shall be available during each school year.

12.9.4 Personal leave time shall not count towards seniority as defined in this Agreement but shall not be interpreted as interrupted service.

12.9.5 Personal leave time shall not be included in computing eligibility for an increment.

12.9.6 A second personal leave shall not be granted until seven (7) additional years or more of active service has been completed with the Board.

Sick Leave/Family Illness

12.10 A full-time educator during the first two (2) fiscal years shall be advanced ten (10) days of sick leave or twelve (12) days for twelve-month employment.

12.10.1 A full-time educator in his/her third year of teaching experience, and thereafter, will be advanced fifteen (15) days for ten (10) month employment and eighteen (18) days for twelve (12) month employment.

12.10.2 Educators shall be eligible to accumulate earned sick leave days on an unlimited basis.

12.10.3 Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of 4 days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of (8) days of such leave. Family illness days are a part of an employee's personal sick leave. The Department of Human Resources may approve additional days of family illness leave if the employee has sufficient personal sick leave, can provide medical documentation of the family member's illness, and the necessity for assisting the ill family member.

12.10.4 An educator on sabbatical leave shall not be advanced sick leave.

12.10.5 An educator on less than a twelve-month schedule, who is employed for additional periods of duty on a temporary basis or on extended year employment (EYE) is permitted to use sick leave during these periods. Such an educator shall receive sick leave for the additional term of employment in proportion to the time worked, e.g., an educator with three (3) years service employed six (6) weeks accrues three (3) days; three (3) weeks accrues one and one-half (1.5) days. Educators assigned to summer school or workshops will be permitted to use sick leave for a maximum of 16% of scheduled workdays.

12.10.6 Educators employed during the summer months for a period of six weeks shall be considered as twelve-month employees for the purpose of accumulating sick leave days.

12.10.7 An educator on a leave of absence requiring Board action shall not be advanced sick leave time.

12.10.8 When an educator is granted a leave of absence requiring Board action, his/her accumulated sick leave days are held in abeyance until he/she returns to duty. Upon return to duty, the educator will be granted sick leave days according to the policies in effect, but he/she will not lose his/her earned length of service for accumulation purposes.

12.10.9 When it is known that an educator will be out on sick leave for an extended period of time the educator may agree to have his/her position filled by a contractual educator. In such cases the educator will be placed upon his/her return in accordance with Sections 12.1 and 12.1.1 of this Article, except that the deadline for requesting September placement will be June 1.

12.10.10 When it is known that an educator will be out on sick leave for a period of three (3) months or more, the Board may fill the position with a contractual educator for the remainder of the school year. In such cases the educator will be assigned to his/her previous position at the beginning of the next school year, unless the educator has voluntarily relinquished the position. If the educator is able to return to work before the end of the school year, the educator will be guaranteed his/her full salary for the remainder of the year. The Board may assign such educator to an appropriate position for the remainder of the school year.

12.10.11 An educator who leaves the employ of the Board will be granted sick leave days accumulated during prior service, if he/she returns to duty within one (1) year. Ten-month educators who resign as of June 30 of any one calendar year are eligible for such credit, provided they are re-employed in September of the following calendar year. Such credit may be granted following a longer absence if the educator is rehired during the school year.

12.10.12 An educator who leaves the employ of the Board shall be granted leave eligibility accumulated during prior service if he/she returns to duty with the Board within three (3) years, if one of the following reasons for termination can be established:

- (a) Changing of domiciles because of spouse's job transfer.
- (b) Employment in another education system or professional association such that the entire period is spent working with students or educators.
- (c) Being on approved leave from the Board. Maternity or the adoption of an infant is considered as a valid reason for extending the above period from three (3) years to six (6) years.

Study Leave--Academic

12.11 A regularly employed educator with three (3) or more years of satisfactory continuous service with the Board may be granted a year's academic leave of absence for the purpose of furthering professional growth by means of further study or by other means approved by the Superintendent.

12.11.1 Application for academic leave shall be made in writing prior to June 1, preceding the year for which such leave is requested.

12.11.2 This leave of absence is granted without pay for a maximum period of one (1) year at a time. If the educator successfully completes a minimum of twelve (12) hours each semester, the time spent on academic leave of absence will be included in computing eligibility for a step increase. Failure to enroll as planned with and approved by the Department of Human Resources, without just cause, may be interpreted as interrupted service.

12.11.3 Upon return from academic leave, educators will receive the full yearly step increase, provided he/she has fulfilled the plans approved by the Superintendent.

12.11.4 In cases of consecutive leave (sabbatical followed by an academic, or two academic leaves) only one step will be granted on the salary schedule.

12.11.5 The number of academic leaves granted during any one school year will be decided in the best interest of the school system.

Study Leave--Sabbatical

Eligibility and Limitation

12.12 A regularly certificated educator with seven (7) or more years of satisfactory, continuous, active service with the Board may be granted a sabbatical leave of absence for the purpose of furthering professional growth by means of graduate study or other means approved by the Superintendent of Schools.

12.12.1 A second sabbatical leave will not be granted as long as there is any other applicant meeting the qualifications for a sabbatical leave. This restriction may be waived if the sabbatical leave is necessary in order for the applicant to fulfill a residency requirement for a doctorate.

12.12.2 Satisfactory, continuous, active service is construed as meeting uninterrupted professional service in the system.

12.12.3 One leave of absence may be granted for illness, maternity, academic, unusual or imperative, and/or military service and not be counted as interrupting.

12.12.4 An educator, however, must be in continuous, active teaching service following such an absence for at least three (3) years before being granted a sabbatical leave.

12.12.5 No leave time will be regarded as active service insofar as determining the seven-year sabbatical leave eligibility requirement.

Procedures

12.12.6 Application for sabbatical leave shall be made, in writing, after September 1 and prior to April 1, preceding the school year for which such leave is requested. Those applications which have been received by December 1 will be acted upon by the Board during that month. If the number of budgeted sabbatical leaves has not been allocated as a result of this procedure, those which are submitted up to April 1 will be acted upon in the order received.

12.12.7 An educator must present, with his/her application, an outline of proposed study to be undertaken while on leave.

12.12.8 A program of full-time graduate study of twenty-four (24) semester hours is accepted as meeting the sabbatical leave requirement. Any exception to this requirement must be approved by the Chief Human Resources Officer, Department of Human Resources, prior to the expiration of this leave.

12.12.9 Ten (10) sabbatical leaves shall be available during each school year.

12.12.10 Sabbatical leaves for twelve-month educators will begin on July 1 and extend through June 30 following. Any exception to this provision must be approved by the Superintendent.

Compensation

12.12.11 The salary for an educator on sabbatical leave shall be determined on the basis of years of commitment for employment by the Board upon returning from the sabbatical leave. An educator who commits himself/herself to at least two (2) years of service to the Board following such leave shall be paid at the rate of sixty (60) percent of his/her regular salary during the specified period of leave.

12.12.12 Educators who are granted sabbatical leave shall retain the option of one-year commitment of service, with payment to be made at the current rate of fifty (50) percent of his/her salary.

12.12.13 In the event an educator on sabbatical leave receives extra monies through any type of grant, the combined amount of those monies and the sabbatical leave allowance shall not exceed the amount of money this person would have received as an educator for the school year in which the sabbatical leave has been granted. In cases where the combined monies exceed the regular salary, as outlined above, the sabbatical leave salary shall be reduced accordingly.

12.12.14 Should the educator not return to the service of the Board, he/she will be required to refund the salary granted for sabbatical leave.

12.12.15 The provisions of the sabbatical leave section will be administered in accordance with the conditions of the individual sabbatical leave contract (1972 revision).

Unusual or Imperative Leave

12.13 An educator may be granted leave up to one (1) year without pay for extenuating circumstances which are unusual or imperative when no other leave is applicable.

12.13.1 An application with supporting documentation must be submitted and Board of Education approval must be secured.

12.13.2 The educator may continue participation in the Board of Education Employee Insurance Plan by assuming full costs of the premium.

12.13.3 The educator must immediately notify the Department of Human Resources if plans to take the leave change.

Personal Business Leave

12.14 Each ten (10) month educator shall be entitled to up to three (3) days per year for personal business leave. Each twelve (12) month educator shall be entitled to up to five (5) days per year for personal business leave. A written statement of intent to be absent for a single day shall be submitted to the supervisor/administrator at least one (1) duty day prior to the expected absence. The supervisor/administrator may make exception to this requirement in case of an emergency. Whenever possible in cases of emergencies, educators shall notify their administrator/supervisor prior to the start of the duty day to be taken off. Additional days needed for an emergency shall be considered on a daily basis. Except in cases of emergency, administrators/supervisors shall not require the member to state a reason for using/requesting personal business leave.

12.14.1 With supervisor/administrator approval, personal business leave may be used on consecutive duty days in accordance with the terms of this article. Educators wanting to use consecutive personal business leave days shall submit a written request to their supervisor/administrator at least three (3) duty days prior to the expected absence.

12.14.2 Consecutive personal business leave shall be granted unless the supervisor/administrator determines that the absence would interfere unduly with the program of instruction. The supervisor/administrator will respond in writing within twenty-four (24) hours. If the requested leave is being denied, the reason for denial shall be provided.

12.14.3 Personal business leave shall not be taken immediately before or immediately after a holiday, during the first five (5) duty days or the last five (5) duty days for educators except with approval of the Executive Director.

12.14.4 Personal business leave may be used by educators when the opening of a college summer session precedes the last duty day for teacher. This leave shall not interfere unduly with the program of instruction and shall be subject to approval by the Executive Director. If an educator has used his/her personal business leave, up to three (3) additional days may be taken, with loss of pay, for this purpose.

12.14.5 Personal business leave may be used by a teacher for his/her wedding.

12.14.6 At the end of the fiscal year, any unused personal business days shall be converted to rolled sick leave. Rolled sick leave shall be available during the year for use by the employee for making annual sick leave bank assessment contributions, if sufficient time is available in this category of leave.

12.14.7 Employees who are members of the Maryland State Retirement and Pension System shall have all accrued rolled sick leave time included in the final calculation of accrued sick leave for creditable service made at the time of retirement. The only exception shall be that personal business leave that is not used during the school year an employee retires shall not be applied to the previously noted creditable service calculation.

Special Religious Observance Leave

12.15 Ten month educators are permitted a total of five (5) days for religious holidays. These days include two (2) paid religious observance leave days plus an educator's three (3) personal business days. Twelve month educators are permitted a total of seven (7) days for religious holidays. These days include two (2) paid religious observance leave days plus an educator's five (5) personal business days. The educator is required to submit a letter one (1) week in advance, to the appropriate supervisor/administrator, stating their intent to be absent on a duty day to observe a religious holiday.

In determining religious holidays beyond the five (5) or seven (7) days allowed, the Superintendent will request verification from appropriate religious authorities of the requirement for educators to be absent from work to fulfill religious obligations.

Should religious authorities verify that more than five (5) or seven (7) days are needed by an educator, the educator shall have the option of paying a substitute educator's pay for the additional day(s). This day(s) shall not be subtracted from the educators' accumulated sick leave.

Court-related Leave

12.16 Educators may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally established court unless he/she is a defendant in court proceedings. Such absence is not charged to sick leave. An educator receiving compensation for this duty shall receive his/her regular salary, less any compensation for such day.

12.16.1 If an educator defendant is not found to be guilty or, in a civil case, disposition is in favor of the defendant by the court, he/she shall be paid retroactively for time lost because of the summons, provided verification of the verdict is provided within thirty (30) days of the absence. An educator pleading nolo contendere shall not be paid.

12.16.2 A school nurse should notify her/his supervisor/administrator, the Department of Staff Relations and Employee Performance Management and the Office of Health Services upon the receipt of a subpoena to appear in court. If a school nurse is required to appear in court as an approved representative of the BCPS during summer vacation, the nurse shall receive her/his daily rate of pay for their time participating in the proceedings.

Sick Leave Bank

12.17 The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank after the member's accumulative sick leave has been exhausted.

12.17.1 The definition of sick leave covered by this bank shall be that leave that is granted to an educator who through catastrophic personal illness, injury, or quarantine is unable to perform the duties of his or her position. Sick leave from the bank may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on non-duty days when required as a result of a qualifying illness or injury. Sick leave from the bank may not be granted for the period of disability when monies are paid to the educator under Workers' Compensation Law.

12.17.2 A three-member approval committee, consisting of members selected by the Association, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests, and communicating its decision to the member and the Office of Employee Absence and Risk Management. The committee shall have reasonable discretion in requiring a doctor's certification of disability and in establishing special limits or provisions for certain disabilities. The committee shall develop its rules of procedure and general criteria for approval. Upon approval of the rules and criteria by the Association and the Superintendent, the committee shall give the rules wide distribution.

12.17.3 The Office of Employee Absence and Risk Management shall approve bank grants as being within the limits of the bank balance; that the illness is covered under Section 12.17.1; and that sick leave is exhausted. Requests meeting the above will be forwarded to the Office of Payroll as authorization for payment.

12.17.4 The bank may be used only by the individual contributor for his or her personal disability.

12.17.5 The bank may not be used for disabilities of other members of the contributor's family.

12.17.6 The bank may not be used by the contributor to remain away from his or her position in order to assist a member of his or her family who is ill.

12.17.7 Only earned or anticipated sick leave may be contributed to the bank; vacation and personal leave may not be contributed.

12.17.8 Contributions can be made between July 1 and September 30 of any given year. Educators returning from leave will be permitted to contribute to the bank on approval of the committee. New educators will not be eligible to join during the first school year in which they are employed, and, if laid off, may contribute within the first thirty (30) days after the effective day of reassignment. A new educator who was a Board employee in another bargaining unit in Baltimore County and who was a member of a sick leave bank in the other unit at the time of receiving an educator's contract shall be eligible to join the bank immediately. A new educator who was an educator in another Maryland school system and is transferring in twenty-five (25) or more days of sick leave shall be eligible to join immediately. The Association will notify the Office of Payroll so that an exception entry can be made. Educators returning to the system shall be eligible to join the bank immediately if they are eligible to receive previously earned accumulated sick leave and if the amount of previously accumulated sick leave is at least fifteen (15) days.

12.17.9 All educators on active duty in the Baltimore County Public Schools for which the Association is the exclusive agent are eligible to contribute to the sick leave bank.

12.17.10 The rate of contribution for members shall be based on the following schedule:

0 to 120 days of accumulated sick leave--1 1/2 days

121 to 180 days of accumulated sick leave--1 day

181 or more days of accumulated sick leave--1/2 day

The initial contribution to the bank will be made at the time of joining the bank and future contributions will be based on need as agreed upon by the Board of Directors of the Association and the Superintendent.

Contributors must use all accumulated sick leave before applying for leave from the bank. The total time a person may draw on the sick leave bank is one (1) year including duty days, holidays, and CNDWD or vacation days but does not include the other days the educator does not normally work.

12.17.11 A contributor will lose the right to utilize the benefits of the bank only by:

- (a) Termination or suspension of employment in the Baltimore County Public Schools.
- (b) Cancellation of participation by the member on the proper form at any time.
- (c) While on approved leave of absence.
- (d) Transfer to a position in another unit within the school system.

12.17.12 The existence of the bank and participation by an educator in the bank does not negate or eliminate the rights of individual educators who participate in the bank to other sick leave benefits as specified by this Agreement.

12.17.13 All donations will remain in force and cannot be returned even upon cancellation of a membership.

12.17.14 Members shall be permitted to use the bank for personal illness. After sick leave is exhausted, the bank can be used on the fourth duty day of absence during the member's disability. The three (3) days deductible will apply to each disability but will be waived for relapses of the same disability. The maximum number of sick days that can be granted in any one (1) fiscal year will be the remaining number of duty days a member is scheduled to work plus included holidays and CNDWD or vacation days they would normally accrue during this period. In no case will the granting of leave from the bank cause a member to receive more than his or her annual salary.

12.17.15 The number of accumulated sick leave days available to a member at any time for any purpose, will not include the

number of days which the educator has contributed to the bank.

12.17.16 An individual eligible for disability retirement may not use the provision of the sick leave bank to postpone that retirement.

12.17.17 All unused sick leave days in the bank at the end of a fiscal year shall be carried over to the next fiscal year.

12.17.18 When it is known that an educator will be out on sick leave for an extended period of time the educator may agree to have his/her position filled by a contractual educator. In such cases the educator will be placed upon his/her return in accordance with Sections 12.1 and 12.1.1 of this Article, except that the deadline for requesting September placement will be June 1.

12.17.19 When it is known that an educator will be out on sick leave through the sick leave bank for a period of three (3) months or more, the Board may fill the position with a contractual educator for the remainder of the school year. In such cases the educator will be assigned to his/her previous position at the beginning of the next school year, unless the educator has voluntarily relinquished the position. If the educator is able to return to work before the end of the school year, the educator will be guaranteed his/her full salary for the remainder of the year. The Board may assign such educator to an appropriate position for the remainder of the school year.

12.17.20 Should the provisions of the sick leave bank be terminated the bank balance shall be returned to the then current members of the bank proportional to the rates established in Section 12.17.10 of this Article, excluding those individuals who have utilized the bank in the previous three (3) years.

Personal Injury Accident

12.18 When an educator is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board Physician, the educator will be kept on full pay status for the period of such absence up to a lifetime maximum of twelve (12) months. No part of such approved absence will be charged to the educator's sick leave.

12.18.1 If a disability resulting from a personal injury caused by an accident persists after the twelve (12) month lifetime maximum period, the educator shall be placed on Leave of Absence and disability payments will commence consistent with amount covered by the Workers Compensation Laws. Any educator who terminates his/her service with the Board must reimburse the Board for any advanced personal injury leave pay for which he/she is indebted to the Board. The Board will continue to pay its share of the cost of health insurance for an educator receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury benefits.

Personal Injury Assault Leave

12.19 When an educator is absent from school as a result of a physical disability/personal injury caused by an assault arising out of and occurring in the course of his/her employment as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board physician, the educator will be kept on full pay status for the period of the absence. No part of such approved absence will be charged to the educator's sick leave. Any teacher who terminates his/her service with the Board must reimburse the Board for any advanced personal injury leave pay for which he/she is indebted to the Board.

12.19.1 For the purpose of this article, assault is defined as an intentional act by a person to purposely cause bodily injury to the employee.

Employee Assistance Program (EAP)

12.20 Educators shall be directed in writing to complete EAP non-voluntary activities.

12.20.1 Educators shall be afforded other board business time during the duty day to attend sessions required to complete any directed (non-voluntary) EAP requests and activities.

12.20.2 Educators shall not be directed to complete EAP requirements outside of their workday.

12.20.3 Educators who voluntarily choose to complete any EAP requirements outside of their workday shall not be compensated.

Vacation Leave

12.21 Educators who are paid on the twelve (12) month pay scale shall be granted twenty (20) vacation days annually with full pay, cumulative to a maximum of forty (40) days.

12.21.1 All unused vacation days, up to forty (40) days, shall be paid at the time of termination of employment based on existing daily rates of pay.

ARTICLE XIII - Observation, Evaluation, and Files

13.1 The Superintendent's designees have the responsibility for coordinating the appraisal process. He or she should involve the appropriate members of the appraisal team. The appraisal system is a formative process for the purpose of professional growth. A collegial relationship should be established among the appraisal team members and the educator in order to facilitate the process and ensure educator participation.

13.1.1 The appraisal team shall be comprised of the supervisor/administrator and assistant principal who shall function as qualified observers.

13.1.2 Department chairs, Team Leaders, Professional Development Teachers, and Department of Academics Resource Teachers are not and may not function as qualified observers. Department Chairs, Team Leaders, Professional Development Educators, and Department of Academics Resource Teachers may support the appraisal team as content area specialists.

13.1.3 Department Chairs, Team Leaders, Department of Academics Resource Teachers and Professional Development Teachers may model instructional strategies, the implementation of curriculum in the classroom, conduct peer observations and engage educators in reflective discussions and data driven dialogue for the purpose of providing effective coaching. Verbal and/or written coaching feedback shall not be directly used in the formal evaluation process.

13.1.4 Related service providers (speech language pathologists, occupational and physical therapists), school nurses, school psychologists, school counselors, secondary library media specialists, and social workers shall follow the three year cycle of the performance assessment system and do not participate in the Peer Assistance and Review (PAR) Program.

13.1.5 Educators assigned as a Consulting Teacher (CT), a Staff Development Teacher, or a Resource Teacher shall be evaluated and rated annually and do not participate in the Peer Assistance and Review (PAR) Program. In the event a CT, Professional Development Teacher, or Resource Teacher returns to a different position within the TABCO bargaining unit, they shall be considered priority transfers and shall be considered at least effective when making placement decisions and will be in the summative year of the three year cycle of the performance assessment system.

13.1.6 Educators returning from a Board approved leave shall be considered at least effective when making placement decisions and will be in the summative year of the three year cycle of the performance assessment system.

Observation Procedures

13.2 All observations of the performance of employees within the educator bargaining unit shall be conducted openly and with the full knowledge of the employee involved.

13.3 An educator may be videoed for professional development purposes as long as:

- (a) the observation to be videoed is scheduled and approved in writing by the educator in advance;
- (b) the video does not become a part of the educator's personnel file;
- (c) the use of the video is strictly limited to improving the educator's effectiveness in the classroom;
- (d) parental privacy preference opt-out forms for telecommunications and intellectual property shall be reviewed in advance to determine student participation;

(e) the video is deleted upon completion of its use in providing coaching/professional development of the educator.

13.3.1 Use of the video for any purpose other than the aforementioned requires the written permission of the educator.

13.3.2 No educator shall receive adverse comments from any observer in the presence of pupils, parents, other non-supervisory employees or at public gatherings.

13.3.3 Educators shall not be formally observed in classes in which curriculum or technology is being piloted or field tested.

Observations for Probationary and Ineffective Educators:

13.4 In addition to the procedures in Sections 13.1 through 13.3.2, the following observation procedures shall apply to probationary educators and tenured educators who have received an ineffective rating:

13.4.1 Observe at least twice each semester on reasonably spaced occasions.

13.4.2 Observe by more than one qualified observer each year.

13.4.3 Observation reports and conferences shall be aimed at professional growth and be used for advising the individual of strengths and weaknesses, including suggestions for improvement.

13.4.4 If a duplicate lesson plan is required for the observers, at least two-duty days notice is required.

13.4.5 If an educator requests a third observation within seven duty days after receiving written suggestions pertaining to a second observation, an evaluation form will not be completed until the third supervisory visit has been made. Whenever possible, the supervisor/administrator will grant an educator's request that the third visit include BCPS personnel with qualifications or experience unique to the instructional or therapeutic situation being observed.

13.4.6 Following all formal observations, a conference will be held within three (3) duty days of the observation. After an observation that is less than effective, suggestions for improving will be made at the conference. The written observation report will be given to the educator within seven (7) duty days of the conference. In all instances, the written observation report shall be completed within ten (10) duty days of the date of the observation.

13.4.7 Classroom observations will last at least thirty minutes, unless the instructional activity requires less time.

13.4.8 Observations shall be rated highly effective, effective, developing or ineffective.

13.4.9 Peer Assistance and Review (PAR) Consulting Educators (CT) will be assigned to all new educators with no prior teaching experience and tenured educators rated ineffective on the qualitative measures at the end of the previous school year and recommended by the PAR Panel.

Evaluations for Probationary and Ineffective Educators:

13.5 The Superintendent's designees have the responsibility for evaluating the effectiveness of educators. The following evaluation procedures shall apply to probationary educators and tenured educators who have received an ineffective rating.

13.5.1 A formal evaluation, including a conference, shall be made at least once each semester.

13.5.2 The feedback shall be based on the assessments reached by more than one staff member.

13.5.3 No educator shall receive a less than effective rating without having received written suggestions for improvement in the areas of weakness and having been given both the opportunity and reasonable time to show improvement as indicated by the appraisal team.

13.5.3.1 If an Individualized Educator Assistance Plan is implemented, the countywide standardized form shall be used.

13.5.4 If an evaluation shows an educator needing improvement (regardless of final evaluation rating), comments relating to the areas needing improvement shall be included on or with the countywide standardized evaluation form.

13.5.5 Educators shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The educator must sign or electronically acknowledge and return the written or electronic evaluation to their administrator within three (3) duty days of receipt. It is understood that an employee's signature only acknowledges receipt of the evaluation and does not indicate agreement with its contents. Educators have the right to make written responses and have them included with their evaluation and/or placed in their personnel files.

13.5.6 Whenever possible, an overall evaluation rating may not be lower than the previous rating unless the educator has received advance warning of possible reduction and both the opportunity and sufficient time to show improvement as indicated by the appraisal team.

13.5.7 Educators shall be given the name and specific complaint of any person who complains about the educator, within a reasonable period of time, if the complaint is to be given any consideration in the educator's evaluation.

13.5.8 No adverse evaluation of any educator by any supervisor/administrator can be completed and filed unless the educator shall have been observed on at least two (2) reasonably spaced occasions.

13.5.9 Evaluations for probationary educators in their first two years shall be rated highly effective, effective, developing or ineffective. Evaluations for probationary educators in their third year and ineffective tenured educators shall be rated highly effective, effective or ineffective.

13.5.9.1 Probationary educators coming from another Maryland jurisdiction at which they held tenure shall be rated highly effective, effective, or ineffective.

13.5.10 Final evaluations shall be completed and given to the educator no later than four (4) duty days prior to the last duty day of the year.

13.5.10.1 If an educator is unable to complete the evaluation process in their summative year due to repeated and/or extended absences, the school year in which the educator returns, will become the educator's summative year. Observations completed during the educator's original summative year will be incorporated into the new summative year's evaluative process.

13.5.11 Any adverse evaluation of an educator's performance may be subject to the grievance procedures, but only on the grounds of arbitrariness, discrimination, or failure to follow procedures.

Observations Related To Tenured Educators – Formative Years:

Effective or Highly Effective Performance – Formative Years

13.6 In addition to the procedures in Sections 13.1 through 13.3.2, the following observation procedures shall apply to tenured educators who have received a satisfactory/at least an effective rating in their summative year and who are now in a formative year:

13.6.1 Observe once during each formative year.

13.6.2 The classroom observation will last at least thirty (30) minutes, unless the instructional activity requires less time or the observer deems the lesson is at least effective.

13.6.3 If a duplicate lesson plan is required for the observer, at least two (2) duty days notice is required.

13.6.4 An observation report and conference shall be aimed at professional growth and be used for advising the individual of strengths and weaknesses, including suggestions for improvement.

13.6.5 In formative years one and two, tenured educators will receive one observation. The components of each domain shall be rated highly effective, effective, developing, or ineffective, but no overall rating shall be given for the observation.

13.6.6 Following all formal observations, a conference will be held within three (3) duty days of the observation. The written Observation Report will be given to the educator within seven (7) duty days of the conference. In all instances, the written observation report shall be completed within ten (10) duty days of the date of the observation.

Ineffective Performance – Formative Years:

13.6.7 In the event that the performance of a tenured educator on the components of the qualitative measures is observed to be ineffective during a formative year, a supervisor/administrator may recommend that an educator’s formative year be converted to a summative one by completing the following sequence of steps:

1. The educator shall have been observed to be ineffective on two reasonably spaced occasions by two different qualified observers;
2. Pre-observation conferences shall have occurred and post-observation conferences shall have been conducted within three (3) duty days of the observations. The Observation Report forms shall have been given to the educator summarizing strengths and needs from the lessons within seven (7) duty days from the post-observation conference;
3. An educator may request a third observation within three (3) duty days of receiving the written Observation Report. Whenever possible, the supervisor/administrator will grant an educator's request and shall include BCPS qualified observer personnel with qualifications or experience unique to the instructional or therapeutic situation being observed;
4. An Individualized Educator Assistance Plan, mutually developed by the educator and members of the appraisal team, must be implemented after the preceding steps have been completed;
5. After the educator has been given a reasonable period of time to implement suggestions, an additional observation, with an overall rating, will be conducted before the last day of the first semester;
6. If improvement is not demonstrated in areas identified in the individualized assistance plan, the Executive Director will submit a written request to the PAR Program Manager for a PAR CT Tenured Educator Review no later than the first duty day of February;
7. During the second semester, the supervisor/administrator shall continue the observation /evaluation process providing written feedback on performance;
8. The CT will complete an announced observation and an unannounced observation no later than the last duty day in April;
9. The supervisor/administrator and CT will submit all relevant documentation to the educator and PAR Panel;
10. The effected educator will be given the opportunity to submit written documentation and/or appear before the PAR Panel;
11. If the PAR Panel determines that the educator’s performance has been ineffective, it may recommend the educator be rated ineffective for the current school year and the subsequent year become a summative year for the educator.

Evaluation for Tenured Educators – Formative Years

13.7 Tenured educators will receive only narrative feedback during the formative years (first and second year of the three year cycle) of the performance assessment system.

13.7.1 During formative years, educators retain their rating from their last summative year.

Observations Related To Tenured Educators – Summative Year:

13.8 The following observation procedures shall apply to tenured educators in their summative year:

13.8.1 An educator should be observed by two different qualified observer in the summative year, to include pre- and post-observation conferences.

13.8.2 Classroom observations will last at least thirty (30) minutes, unless the instructional activity requires less time or the observer deems the lesson is at least effective.

13.8.3 If a duplicate lesson plan is required for the observers, at least two (2) duty days notice is required.

13.8.4 Observation reports and conferences shall be aimed at professional growth and be used for advising the individual of strengths and weaknesses, including suggestions for improvement.

13.8.5 Observations during an educator’s summative year shall be rated highly effective, effective, developing or ineffective.

13.8.6 In the event that an observation has been rated less than effective, the educator shall have the right to have another observation within a reasonably spaced period of time.

13.8.7 If an educator requests a third observation within seven (7) duty days after receiving written suggestions pertaining to a second observation, an evaluation form will not be completed until the third visit has been made. Whenever possible, the supervisor/administrator will grant an educator's request that the third visit include BCPS personnel with qualifications or experience unique to the instructional or therapeutic situation being observed.

13.8.8 Following all formal observations, a conference will be held within three (3) duty days of the observation. The written Observation Report will be given to the educator within seven (7) duty days of the conference. In all instances, the written observation report shall be completed within ten (10) duty days of the date of the observation.

Evaluations Related to Tenured Educators – Summative Year

13.9 The following evaluation procedures shall apply to tenured educators in their summative year:

13.9.1 Information, data and artifacts collected by the educator throughout the three year performance assessment cycle will be utilized in determining the final rating in the summative year.

13.9.2 All evaluations shall be based on the conclusions and assessments reached by two different qualified observers, as determined by the supervisor/administrator.

13.9.3 No educator shall receive an ineffective rating without having received written suggestions for improvement in the areas of weakness and having been given both the opportunity and sufficient time to show improvement as indicated by the appraisal team.

13.9.3.1 If an Individualized Educator Assistance Plan is implemented, the countywide standardized form shall be used.

13.9.3.2 After the educator has been given a reasonable period of time to implement suggestions, an additional observation must occur.

13.9.3.3 If improvement is not demonstrated in areas identified in the Observation Reports or on the Individualized Educator Assistance Plan, the Executive Director will submit a written request no later than the first duty day in February to the PAR Program Manager for a PAR CT Tenured Educator Review.

13.9.3.4 The CT will complete an announced and an unannounced observation no later than the last duty day in April.

13.9.3.5 The supervisor/administrator and CT will submit all relevant documentation to the PAR Panel.

13.9.3.6 The effected educator will be given the opportunity to submit written documentation and/or appear before the PAR Panel.

13.9.3.7 If the PAR Panel determines that the educator's performance has been ineffective, it may recommend the educator be rated ineffective for the current school year and the subsequent year become a summative year for the educator.

13.9.4 If an evaluation shows an educator needing improvement (regardless of final evaluation rating), comments relating to the areas needing improvement shall be included on or with the evaluation form.

13.9.5 Educators shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The educator must sign and return the written or electronic evaluation to their supervisor/administrator within three (3) duty days of receipt. It is understood that an educator's signature only acknowledges receipt of the evaluation and does not indicate agreement with the contents. Educators have the right to make written responses and have them included with their evaluation and/or placed in their personnel files.

13.9.6 Whenever possible, an overall evaluation rating may not be lower than the previous rating unless the educator has received advance warning of possible reduction and both the opportunity and sufficient time to show improvement as indicated by the appraisal team.

13.9.7 Educators shall be given the name and specific complaint of any person who complains about the educator, within a reasonable period of time, if the complaint is to be given any consideration in the educator's evaluation.

13.9.8 No educator shall receive a final rating of ineffective without having been observed on at least two (2) reasonably spaced occasions by more than one qualified observer.

13.9.9 Evaluations shall be rated highly effective, effective, or ineffective.

13.9.10 Final evaluations shall be completed and given to the educator no later than four (4) duty days prior to the last duty day of the year.

13.9.10.1 If an educator is unable to complete the evaluation process in their summative year due to repeated and/or extended absences, the school year in which the educator returns will become the educator's summative year. Observations completed during the educator's original summative year will be incorporated into the new summative year's evaluative process.

13.9.11 Any adverse evaluation of an educator's performance may be subject to the grievance procedures, but only on the grounds of arbitrariness, discrimination, or failure to follow procedure.

Observation Alternatives – Summative Year:

13.10 Observation alternatives for effective educators will be mutually determined by the educator and the evaluator. The list below includes some of the possible evaluation alternatives.

- Mentoring of an inexperienced educator or a colleague in need of assistance
- Peer coaching and collaboration
- Individual or cooperative academic project or research
- Sharing new practices with other educators
- Staff development or workshop presentations
- Teaching demonstration lessons
- Conducting seminars for colleagues/parents
- Planning and implementing innovative programs
- Portfolio
- Participation in National Board Certification process
- Formal observations
- Other mutually agreed upon alternatives

13.10.1 If an observation alternative is mutually agreed upon, the evaluation shall be based on two observations. One observation shall be of the educator in their primary assignment with the second being the agreed upon alternative activity. The alternative activity must ensure planned interaction between the educator and the appraisal team about the experience.

13.10.2 In the summative year, a final rating of highly effective, effective, or ineffective will be used.

Evaluation for Educators with Unusual Assignments:

13.11 When educators are involved in unusual assignments, the following shall apply to specific circumstances as indicated:

13.11.1 In the event an educator is assigned to more than one school, the home school supervisor/administrator will be responsible for preparing and submitting the evaluation form. All other supervisors/administrator can provide input to the home school supervisor/administrator prior to the completion of the form. The educator's home school will be the school where the educator works more than 50% of the time. In the event there is a 50-50 split, the home school supervisor/administrator will be the supervisor/administrator of the payroll school.

13.11.2 When an educator has a split assignment, either between schools or in two subject areas within a school, the observations should be coordinated by the home school supervisor/administrator so that they are reasonably spaced and not excessive.

13.11.3 For itinerant educators, the supervisor/administrator may need to contact the supervisor for clarification as to which supervisor/administrator completes the final evaluation.

13.11.4 The PAR Panel will be responsible for preparing and submitting the evaluation form for PAR Consulting Educators (CTs).

13.11.5 Consulting Educators (CT), Students and Educators Accessing Tomorrow (S.T.A.T.) Educators, Resource Educators, Instructional Support Educators (IST), and Lead Educators shall:

13.11.5.1 - receive annual summative evaluations throughout their assignment in the aforementioned positions;

13.11.5.2 – be observed by two different qualified observers and will receive a post-observation conference within three (3) duty days of the observation and a written Observation Report within seven (7) duty days of the conference;

13.11.5.3 – receive a final rating of highly effective, effective, or ineffective;

13.11.5.4 – receive mid-year narrative feedback apprising them of performance concerns with written suggestions for improvement in areas of weakness;

13.11.5.5 – upon release from any of the aforementioned positions, be returned to a TABCO bargaining unit assignment in a summative year with the last earned rating as a classroom educator.

13.11.5.6 – If an alternative observation is mutually agreed upon, the evaluation shall be based on two observations. One observation shall be of the educator in their primary assignment with the second being the agreed-upon alternative activity. The alternative activity must ensure planned interaction between the educator and the appraisal team about the experience.

Educators Files:

13.12 Upon request, each educator shall have the right to review, at a time mutually convenient, the contents of his/her file in the central office, excepting, however, any confidential references submitted as a part of the pre-hiring selection process. At the educator's request, a witness of his/her choice may accompany the educator in such a review. The review shall be made in the presence of the supervisor/administrator responsible for the safekeeping of such files.

13.12.1 At the educator's request, the educator will be provided with copies of such contents and records as concern his/her work or himself/herself, except in circumstances beyond the control of the supervisor/administrator.

13.12.2 An educator shall have the right to answer in writing any complaints filed in his/her personnel files, and the answers shall be attached to the complaint and reviewed by the Superintendent or his/her designated representative.

13.12.3 Material of a negative nature shall not be placed in an educator's file without his/her knowledge. Except for evaluation forms, material of a negative nature may be removed from the educator's file after five (5) years upon the educator's request and subject to the approval of the Area Executive Director.

13.12.4 Any personnel files maintained other than in the central file shall be available for review. The review shall be made in the presence of the educator and the appropriate supervisor/administrator. At the educator's request, a witness of his/her choice may accompany the educator in such a review. The review shall be made in the presence of the supervisor/administrator responsible for the safekeeping of such files.

ARTICLE XIV - Transfers and Assignments

General

14.1 Any educator transferred during the school year to a new school shall be allowed up to two (2) duty days in the school without teaching or other assigned responsibilities for the purpose of packing the materials from the former classroom and establishing the classroom in the new school. The Board will move the educator's materials upon request.

14.1.1 Any educator reassigned during the school year to a new position within the school shall be allowed two (2) duty days without teaching for the purposes of preparing for the new assignment. Whenever possible, no other responsibilities will be assigned.

14.1.2 The Board may identify any vacant positions as reserved to be filled by a newly hired educator rather than through the transfer process.

Voluntary

14.2 Educators who want to be considered for a transfer to another school shall file a written statement requesting such consideration with the appropriate personnel officer not later than the established deadline; or within seven (7) days after learning that he/she is to be involuntarily reassigned for the next school year if such knowledge occurs after submission of the Declaration of Teaching Intention (DOI) Form. Any transfer requests submitted after the established deadline shall not require reconsideration or change of any other transfer decision made by the Board prior to receipt of such request.

14.2.1 Any educator requesting a voluntary transfer shall have his/her request submitted to supervisors/administrators at work sites to which he/she has requested a transfer.

14.2.2 Vacancies will be entered by the Chief Human Resources Officer or designee onto the BCPS Web site that will be updated at least weekly.

14.2.3 The Department of Human Resources will publish information describing the transfer procedures, including timelines and telephone numbers, on the BCPS Web site.

14.2.4 For any position that becomes vacant, the supervisor/administrator should consider voluntary transfer candidates for a transfer prior to offering the position to a new hire.

14.2.5 Educators who have requested a voluntary transfer or reassignment shall be notified in writing by letter or email, by three (3) duty days prior to the last duty day of the school year for educators, of the action taken by the Department of Human Resources on said transfer or reassignment. This action will include: the granting of the transfer or reassignment or, in the absence of the action specified, it will indicate that the request is being held in abeyance with the possibility it can be granted within a reasonable period of time. All requests for voluntary transfers that have not been granted shall remain active until August 1 and may be considered after that date. When a vacancy occurs during the school year and a long-term substitute educator occupies the vacancy through the end of the school year, consideration will be given to those educators who requested a transfer to that school during the current voluntary transfer period. This consideration will occur prior to the position being offered to a new hire or any long-term substitute. In the case that the position is filled by a voluntary transfer educator, this transfer will not count toward the receiving school's transfer limit.

Involuntary/Excess

14.3 When an involuntary transfer is necessary due to excess staffing, the following procedures shall apply:

14.3.1 The supervisor/administrator, with the approval of the Executive Director, shall determine which tenured or highly effective or effective second year probationary educator is to be involuntarily transferred based on the best interests of the students and the program of instruction.

14.3.2 An educator, who is subject to partial involuntary transfer, shall be reassigned to one school when administratively feasible subject to the provisions of this section of this Agreement.

14.3.3 An excess educator, who so desires, may be returned to his/her previous school if an appropriate vacancy occurs by July 25, or later if the educator has not been assigned elsewhere. Consideration may be given if the vacancy occurs after July 25.

14.3.4 When a part-time position, including one which is part of a split assignment expands to a greater FTE, the Board shall offer the new position to the incumbent educator who held the part-time position if the educator's performance is effective and the expansion is within the limits of the total staffing allotment. If the incumbent educator is offered and refuses to accept the expanded position, then the Board may involuntarily transfer that educator so that another educator may be assigned to the total position.

14.3.5 Educators in closed schools or schools where students are involved in the opening of a new school will be given the opportunity to transfer to vacancies made available as a result of the closing or opening prior to any other transfer considerations. Such educators will be offered the opportunity to transfer to schools receiving students from their school or to positions in other schools which have been created as a result of boundary lines being re-drawn because of the closing or opening. The voluntary transfer considerations shall be used to select from among the educators. Any educator declining or not receiving such a transfer opportunity may be declared excess if necessary and handled as an involuntary transfer in accordance with the other provisions of this Article.

14.3.6 In effecting voluntary transfers and involuntary transfers of excess educators, whenever possible, voluntary transfer requests will not be acted upon prior to the identification of excess educators. Involuntarily transferred excess educators may submit a list of schools, in preferential order, for which they wish to be considered for placement. Every effort will be made to honor their preference. Should such a placement not be available by July 25, the remaining educators shall then choose placement from any remaining appropriate positions. On July 25, the Association shall receive notification of all educators not placed and all positions available. A lottery shall be held five (5) working days after July 25 to determine the order in which educators are given their choice of available positions. An Association representative will be allowed to attend the lottery.

14.3.7 An involuntary/excess transfer will be made only after a meeting between the educator and the appropriate supervisor/administrator at which time the educator shall be notified of the reason for the transfer.

Involuntary/Administrative

14.4 Involuntary transfers may be made by the Superintendent, as the needs of the schools require.

14.4.1 When an educator is involuntarily transferred he/she shall be given the opportunity to make known his/her wishes regarding a new assignment by submitting a list of schools in preferential order for which he/she wishes to be considered.

14.4.2 Notification of an involuntary transfer will be given to an educator as soon as possible but not less than twenty (20) calendar days, except in case of emergency, in advance of the intended transfer.

14.4.3 An involuntary/administrative transfer will be made only after a meeting between the educator and the appropriate supervisor/administrator at which time the educator shall be notified of the reason for the transfer.

Assignment Out of Field

14.5 An educator holding a Standard or Advanced Professional Certificate who accepts a transfer to a position out of his/her teaching field to accommodate the needs of the school system shall be paid the salary he/she would have received if assigned in his/her teaching field, provided that, by the beginning of the third year, and each succeeding year, he/she presents at least six (6) semester hours of college credit toward certification in the new teaching field. The educator so assigned shall retain his/her regular contract while teaching with a conditional certificate.

Notification of Assignment

14.6 Every educator on active pay status shall be given a written notice of his/her proposed school assignment and general teaching responsibility, including grade(s), for the forthcoming year by the last duty day of the preceding school year and given reasons for any change. In the event that changes in the assignments must be made after the assignments have been announced, the appropriate supervisor/administrator will mail promptly a written communication to the educator identifying the change and the reason(s) for the change. The educator will be responsible for providing an address at which he/she can be reached.

14.6.1.1 No educator will be reassigned to different teaching responsibilities unless the supervisor/administrator has first conferred with the educator, giving reasons for the proposed change and has considered the educator's input. Once a decision is made, the educator shall be notified of the decision as soon as possible. When the educator is unavailable for such a conference, a written communication will be mailed promptly to notify the educator of the reassignment and the reasons for the change.

14.6.2 No changes will be made in any assignment after August 15 preceding the commencement of the school year unless an emergency situation requires same.

ARTICLE XV - Professional Growth & Training

Reimbursement

15.1 The Board will reimburse educators for tuition and fee charges up to three hundred dollars (\$300) per credit provided that such courses have been approved by the Superintendent or his/her designee. There will be a limitation of nine (9) credits reimbursed per educator per year. In programs requiring more than nine (9) credits per year, the nine (9) credit limitation shall be waived.

15.2 Educators involved in qualifying professional development activities, approved conferences, or activities that lead to recertification or re-licensure not providing college credit will be reimbursed for registration/enrollment costs on a credit equivalent basis. The Board will reimburse audiologists and speech/language pathologists an amount equal to the cost of renewal of their license, provided the audiologist or speech/language pathologist has completed all of the requirements for renewal of a license, or the employee provides audiology or speech/language pathology services on a third-party billing basis in a school.

15.3 The Board will reimburse educators for the cost of renewal to maintain their National Board for Professional Teaching Standards certificate. The cost for renewal will be calculated as part of the limit for tuition and fees as stated in 15.1 of this Agreement.

15.4 The Board will reimburse nurses and social workers for required re-licensure fees as part of their normal course reimbursement. The cost for re-licensure will be calculated as part of the limit as stated in 15.1 of this Agreement.

15.5 The Board will reimburse any professional employee for job required licensure or re-licensure fees or national level certification (excluding MSDE required certification renewal for educators). The related cost will be calculated as part of the limit for tuition and fees allocated in 15.1 of this Agreement.

15.6 The process for course approval and reimbursement, including necessary forms, will be available on the BCPS Web site and in each school office.

15.7 Any educator on an approved leave of absence will be eligible for reimbursement of courses taken while on leave, in accordance with the other provisions of this Article.

15.8 This article shall be administered in accordance with rules and regulations as established by the Board and the administration.

In-Service Courses

15.9 The in-service course offerings will continue to be increased and updated. The Board shall continue to make every attempt to decentralize in-service courses so that comparable opportunities are offered at differing locations in the County.

15.10 Fifteen (15) approved in-service course credits may be counted toward salary placement on the APC schedule. Eighteen (18) credits each may be counted toward the Master's Degree Plus 30 Credits, and Master's Degree Plus 60 Credits schedule.

15.11 A total of six (6) semester hours of in-service credit may be applied to each of the First and Second Year Programs of Study beyond the Master's Degree for supervising a student educator, student observer, or qualifying intern. Credits will be granted based upon guidelines established by the Department of Personnel.

ARTICLE XVI - Professional Compensation and Educator Responsibility

Basic Salaries

16.1 The basic salaries of educators covered by this Agreement are set forth in Appendix A which is attached to, and incorporated in this Agreement. All salaries shown in Appendix A will be paid within one dollar (\$1.00) of amount stated. Any paycheck including salary for a period of time in excess of two (2) weeks will have appropriate adjustments made in withholding taxes to properly reflect the period of time covered.

16.1.1 The Board of Education also agrees to provide funds for step increases each year subject to funding by the County fiscal authorities.

16.1.2 A nurse who was designated as a Senior Nurse under previous Agreements is placed on step ten (10) of the bachelor's degree salary schedule referred to in this Agreement as Appendix A and shall not be required to earn credits toward the completion of their bachelor's degree. Senior Nurses are encouraged to continue their professional growth through continuing educational experiences.

Salary Errors

16.2 When an overpayment occurs, a repayment schedule will be developed with the employee. Unless a separation from employment is anticipated, the employee must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the employee's request, repayment deductions may begin immediately.

16.2.1 When an employee has been underpaid, the employee will be paid in one lump sum or according to a schedule that is mutually determined by the employee and the Office of Payroll.

Responsibility Factors

16.3 Responsibility factors for all educators eligible for such compensation are listed below. The amounts below will be increased each year by the same percentage as the increase in the basic salary schedule.

Supplemental Salary Schedule

Department chairmen and team leaders with 15 or more employees assigned to a department or team, consulting teachers and the Peer Assistance and Review (PAR) panel educator co-chair	\$5,801
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Psychologists, department chairmen and team leaders with 10 to 14 employees assigned to a department or team	\$4,975
Department chairmen and team leaders with 5 to 9 employees assigned to a department or team	\$4,148
Department chairmen and team leaders with 1 to 4 employees assigned to a department or team and a nurse with at least .4 FTE health assistant assigned to the school	\$3,318

Twelve-Month Employment

16.4 The differential for twelve-month employment shall be seventeen (17) percent.

Extended Year Employment (EYE)

16.5 Days of EYE are an extension of an educator’s normal school year duties and responsibilities. Educators will be compensated at a rate equal to their base 10-month annual salary ÷ 191.

16.5.1 The Board may assign an educator on EYE to a different work site for part or all of the EYE period to meet the educational needs of the school system.

16.5.2 An educator on EYE will be on duty immediately following and/or immediately preceding the regular school year unless there is mutual agreement upon another schedule. EYE shall be considered for retirement purposes.

16.5.3 Any educator assigned prior to July 1, 1993, to a position which includes EYE and a responsibility factor shall continue on EYE as long as this educator has a responsibility factor. In the event a reduction in EYE is necessary because of budgetary constraints or changing educational needs, no such educator shall be subject to a reduction of more than twenty percent (20%) of his/her highest level of EYE in any one year, nor to a total reduction of more than fifty percent (50%) from his/her highest level of EYE. The restrictions in the preceding sentence shall not apply in the case of a work-study program where the reduction is due to reduced student participation. Any educator to be reduced shall receive notification of such reduction no later than June 1 preceding the fiscal year in which the reduction is to take place. In the event such reduction is a result of budgetary action by the local appropriating authorities, notice must be given to the educator within fifteen (15) calendar days following final action by the appropriating authorities.

Workshops

16.6 Educators participating in any workshop activities during the summer, where curriculum is developed for countywide or schoolwide use and in cooperation with the appropriate Baltimore County Public Schools office, shall be compensated at the following rate: 20-21 school year \$298.12 per day or \$45.86 per hour.

No other summer workshop activity shall be approved at another salary rate. This rate shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule.

16.6.1 Educators attending staff development activities during the summer in which they are updating their knowledge and skills and/or developing materials for personal use shall be compensated at the following rate:

20-21 school year	\$212.94 per day or \$32.76 per hour for attendees
	\$255.33 per day or \$39.31 per hour for presenters

Summer and Extended Year Learning Programs

16.7 All educators of summer school shall be paid at the rate of three hundred and forty dollars and sixty-four cents (\$340.64) for a six and one-half (6½) hour work day, or fifty-two dollars and forty-one cents (\$52.41) per hour during the 20-21 school year. This amount shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule. Educators of classes involving different amounts of duty time will be paid on a prorated basis.

16.7.1 All qualified tenured educators will be given priority consideration for all summer employment and shall be selected for summer and extended year learning program positions.

16.7.2 When there is an insufficient number of qualified tenured educator applicants in areas of identified critical need as established by the Maryland State Department of Education, non-tenured educator applicants may apply and be selected for summer and extended year learning programs.

Travel Credit

16.8 A total of six (6) semester hours of credit may be applied to the First and Second Year Programs of Study beyond the Master's Degree or Equivalent Program for educational travel experience under the following guidelines:

16.8.1 The itinerary must be approved in advance as having sufficient relationship to the educator's area of teaching, through a conference with the appropriate Personnel Officer. Written confirmation of this approval shall be sent to the educator along with the Travel Resume Form.

16.8.2 The trip must cover a period of at least four (4) weeks.

16.8.3 The educator must submit the Travel Resume Form to the appropriate Personnel Officer upon completion of the trip.

16.8.4 Travel credit will be counted as in-service credit and included in the maximum of fifteen (15) hours in-service allowed in each program.

16.8.5 A trip taken outside of the State of Maryland during a summer session, for the purpose of securing college credits applicable to the first or second year programs of study beyond the master's degree or equivalent program, is not applicable to this policy.

Evening & Saturday High School

16.9 Educators of evening and Saturday high school shall be paid thirty-nine dollars and thirty-one cents (\$39.31) per hour. Educators/leaders of other programs where educators, apart from their regular contractual salaried employment, are involved in teaching/tutoring K-12 students on an hourly basis in academic areas related to the regular curriculum, shall be paid thirty-two dollars and seventy-six cents (\$32.76) per hour. These amounts shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule.

Extra Compensation

16.10 When the responsibilities related to non-classroom activities require the time of an educator on a regular basis, exceeding the duties outlined in Article X, 10.6 through 10.7.10 inclusive, such an educator shall be compensated by granting added salary allowances. Activities will be compensated as indicated in Appendix D.

16.10.1 The pay for compensable activities will be increased each year by the same percentage as the increase in the basic educators' salary schedule.

16.10.2 Activities for which the sponsor may receive compensation are listed in Appendix D and have been classified into the appropriate category for compensation. Additional activities may be identified by the supervisor/administrator and compensated appropriately.

16.10.3 The Executive Director shall approve all compensation for extra duty.

16.10.4 The Executive Director shall review the activities listed in Appendix D for qualifying additions each spring when the organization reports are submitted for the ensuing school year.

16.10.5 National Honor Societies, as listed in Appendix D, shall include a variety of nationally recognized honor societies within a school.

16.10.6 Instrumental Music, as listed in Appendix D, shall include a variety of approved instrumental performance groups within a school.

16.10.7 In the event educators participate in a program to mentor students during the school year, they shall receive additional compensation for all documented time spent with or preparing for interactions with identified student mentees outside of the regular work day. Documentation shall be submitted to the School Coordinator for Student Mentoring on a biweekly basis. Educator participants shall be paid at the hourly rate of pay as noted in Article XVI, Section 16.6.1 for presenters. Payments for documented time submitted shall be made to these mentors in December and June.

16.10.8 Educator PAR Panel members and alternates shall receive \$2,040 annually for tasks performed related to their respective PAR positions.

Salary Regulations

16.11 Educators shall be compensated in accordance with rules and regulations as established by the Board and the administration.

Temporary Responsibility Factor

16.12 An educator assigned by his/her Executive Director to work in the capacity of an supervisor/administrator who is absent from his/her position shall be paid a responsibility factor for such position if he/she performs the work of the absent supervisor/administrator in excess of six (6) weeks.

Part-Time Educators

16.13 All educators hired prior to July 1, 1978 who are or who become part-time educators shall receive the same benefits as full-time educators except that their salary, sick leave and preparation time shall be determined on a pro rata basis related to full-time educators. However, any educator hired prior to July 1, 1978 and who becomes less than half time on or after July 1, 1982, other than as a result of a layoff procedure, will have his/her health insurance and dental insurance benefits maintained at 50% of the contribution by the Board for full-time educators. All part-time educators with a hire date of July 1, 1978 or thereafter will have their health insurance and dental insurance benefits prorated in accordance with that portion of a full position that they occupy. The Board shall not initiate any action by which part-time positions are created to eliminate or replace full-time positions.

16.13.1 Any part-time educator who has requested full-time shall be considered for a position for which he/she is qualified before a new educator may be hired for that position.

ARTICLE XVII - Insurances

Basic Plan Life Insurance

17.1 The Board will pay 100% of the premium for \$15,000 life insurance.

Optional Plan Life Insurance

17.2 For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings. Minimum coverage is for 1x's the employee's basic annual earnings and maximum coverage is 10x's the employee's basic annual earnings up to \$1,000,000. Optional life insurance coverage shall be available to employees by payroll deduction.

Section 125 Plan

17.3 The Board shall provide for educator contributions to life, health, dental, and vision insurance programs to be made with pre-tax dollars under Section 125 of the IRS Code. Educator premiums for cancer/intensive care insurance and catastrophic insurance may be made with pre-tax dollars under the Section 125 Plan. The Board shall provide for additional coverage under Section 125 as indicated in the Flexible Benefits Plan described later in this article.

17.3.1 The Section 125 Plan supervisor/administrator shall be jointly determined by the Board and the employee organization(s) representing covered employees.

Flexible Benefits Insurance Program

17.4 A flexible benefits insurance program shall be offered to employees, along with flexible spending accounts established under Section 125 of the IRS Code.

17.4.1 Each fall, employees will elect the benefits and type of coverage, according to their particular need.

17.4.2 Each benefit option will have a “price tag” or cost to an employee if that particular benefit is selected. All employee contributions will be on a pre-tax basis. This means that federal and state income taxes and FICA tax will not be withheld on employee contributions nor will these contributions be included in an employee’s gross wages as reported on W-2 form. Employee contributions will be included in annual salary for retirement and life insurance purposes.

17.4.3 An educator may make employee contributions to a Dependent Care Spending Account provided the educator meets requirements prescribed by federal regulations. The account may be used, during the plan year for which the contributions were made, for tax-free reimbursement of qualifying expenses for the care of dependents to enable the employee to work. Any amounts remaining in the account at the end of the plan year will be forfeited.

17.4.4 An educator may make employee contributions to a Health Care Spending Account for tax-free reimbursement of qualifying health-related expenses incurred during the plan year for which the contributions were made and not paid by insurance. Any amounts remaining in the account at the end of the plan year will be forfeited.

17.4.5 The Board shall make qualified reimbursements from flexible spending accounts on a semi- monthly basis.

17.4.6 For part-time educators, the Board contribution shall be as follows: Health/Dental Care prorated based on regularly scheduled work hours, Vision Care - more than .5 FTE at no cost.

Health Care Options -- Flexible Benefits Plan

17.5 The specific coverage in each of the health care options shall be mutually determined by the Board and the employee organization(s) representing covered employees, and shall be provided in writing each year to the employees.

The Board shall provide a prescription drug benefit for Cigna OAP and Cigna OAPIN plan members, as well as a mail order Prescription Drug Program for the purchase of maintenance type prescription drugs, including insulin and related supplies. Generic substitutions will be mandatory.

17.5.1 Option 1 - Employees may choose to enroll in the Cigna Open Access Plus (OAP) plan that allows for in network and out of network coverage. The employee price tag will be 19% of the annual premium through December 31, 2016 according to the schedule in Appendix B-1, (20% for those hired on or after January 1, 2013); 20% as of January 1, 2017; 20% as of January 1, 2018; 22% as of January 1, 2019; 24% as of January 1, 2020; and 25% as of January 1, 2021. Beginning January 1, 2013 through December 31, 2021, the prescription co-pay structure shall be as follows: Cigna OAP: Retail – up to a 30 day supply - \$10 for generic; \$20 for formulary; \$35 for non-formulary; Mail Order: - 90 day supply of maintenance prescriptions - \$20 for generic; \$40 for formulary; \$70 for non-formulary. Also, the hospital emergency room co-pay will be \$70 per visit and is waived if admitted.

17.5.2 Option 2 - Employees may choose to enroll in the Cigna Open Access Plus In Network (OAPIN) plan that allows for in network coverage only. The employee price tag will be 14% of the annual premium through December 31, 2016 according to the schedule in Appendix B-1, (15% for those hired on or after January 1, 2013); 15% as of January 1, 2017; and 15% as of January 1, 2018 through December 31, 2021. Beginning January 1, 2013 through December 31, 2021, the prescription co-pay structure shall be as follows: Cigna OAPIN: Retail – up to a 30 day supply - \$10 for generic; \$20 for formulary; \$35 for non-formulary; Mail Order: - 90 day supply of maintenance prescriptions - \$20 for generic; \$40 for formulary; \$70 for non-formulary. Also, the hospital emergency room co-pay will be \$50 per visit and is waived if admitted.

17.5.3 Option 3 - Employees may choose to enroll in a qualified prepaid health maintenance organization (HMO) plan offered by Kaiser Permanente that provides comprehensive medical care through a network of participating hospitals, physicians and other health care providers. The employee price tag will be 14% through December 31, 2016 according to the schedule in Appendix B-1, (15% for those hired on or after January 1, 2013); 15% as of January 1, 2017; and 15% as of January 1, 2018 through December 31, 2021. A prescription drug benefit is included with the HMO offered. The co-pay structure through December 31, 2021 shall be as follows: up to 60-day supply - \$5 generic; \$5 brand; at participating community pharmacy - \$15 generic; \$15 brand; Mail Order - 90-day supply - \$5 generic; \$5 brand.

17.5.4 The employee price tag for those hired on or after January 1, 2019 will be as follows: Cigna OAP – 25%; Cigna OAPIN – 15%; Kaiser HMO – 15% according to the schedule in B-2.

17.5.5 Options 4A and 4B - These options provide for two (2) Medicare Supplement Plans: 4A – Cigna Medicare Surround; 4B – Kaiser Permanente Medicare Plus. These plan options will only be available to retirees who have attained the age of 65. The Board contribution toward the premium for health insurance for Medicare-eligible retirees will be according to Chart B in Section 17.8. For retirees covered by the Cigna Medicare Surround plan, the mail order prescription drug co-pay for generics will be \$20 beginning January 1, 2013. Other co-pays for retail and mail order purchases will remain as specified in the Retiree Benefits Guide.

Adult Hearing Aids

17.6 Coverage for adult hearing aids will be included in the health plan offerings provided by the Board.

Insurance--Family of Deceased Educator

17.7 The Board will pay full premiums for health, dental and vision insurance for the spouse and/or family of any educator who dies in service, for a period of one year, providing the educator was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

Health Insurance--Retired Members

17.8 The Board shall contribute toward the premium for available health insurance plans or an optional HMO for employees with ten (10) years or more service with the Board, including military service time recognized by the Board, who retire under the Maryland State Educators' Retirement or Pension System, or the Baltimore County Employees Retirement System (ERS). Specific price tags for available plans will be according to schedules contained in the Retiree Benefits Guide. Contributions by the Board shall be made to employees hired prior to January 1, 2011 in accordance with Charts A and B as found below.

For pre-65-year old retirees, Chart A below specifies Board contributions for health plan options 1, 2, and 3 for each calendar year (CY) through December 31, 2021, based on the health plan option selected and the effective date of retirement. The Board contribution in place at the time of retirement will continue at that same level until the retiree reaches the age of 65 or becomes Medicare-eligible. Once reaching age 65 or becoming Medicare-eligible, Chart B below specifies Board contributions for plan options 4A and 4B.

CHART A

<u>CIGNA OAP (Option 1)</u>						<u>CIGNA OAPIN (Option 2) and Kaiser</u>						
<u>HMO (Option 3)</u>												
<u>BCPS</u>												
<u>Yrs. of</u>												
<u>Current</u>	<u>CY17</u>	<u>CY18</u>	<u>CY19</u>	<u>CY20</u>	<u>CY21</u>	<u>Service</u>	<u>Current</u>	<u>CY17</u>	<u>CY18</u>	<u>CY19</u>	<u>CY20</u>	<u>CY21</u>
30.0%	25.0%	25.0%	23.0%	21.0%	20.0%	10	30.0%	25.0%	25.0%	25.0%	25.0%	25.0%
30.0%	27.5%	27.5%	25.5%	23.5%	22.5%	11	30.0%	27.5%	27.5%	27.5%	27.5%	27.5%
30.0%	30.0%	30.0%	28.0%	26.0%	25.0%	12	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
32.5%	32.5%	32.5%	30.5%	28.5%	27.5%	13	32.5%	32.5%	32.5%	32.5%	32.5%	32.5%
35.0%	35.0%	35.0%	33.0%	31.0%	30.0%	14	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
37.5%	37.5%	37.5%	35.5%	33.5%	32.5%	15	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%
40.0%	40.0%	40.0%	38.0%	36.0%	35.0%	16	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
42.5%	42.5%	42.5%	40.5%	38.5%	37.5%	17	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
45.0%	45.0%	45.0%	43.0%	41.0%	40.0%	18	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%
47.5%	47.5%	47.5%	45.5%	43.5%	42.5%	19	47.5%	47.5%	47.5%	47.5%	47.5%	47.5%
55.0%	50.0%	50.0%	48.0%	46.0%	45.0%	20	56.2%	50.4%	50.4%	50.4%	50.4%	50.4%
55.0%	52.5%	52.5%	50.5%	48.5%	47.5%	21	56.2%	53.3%	53.3%	53.3%	53.3%	53.3%
55.0%	55.0%	55.0%	53.0%	51.0%	50.0%	22	56.2%	56.2%	56.2%	56.2%	56.2%	56.2%
57.5%	57.5%	57.5%	55.5%	53.5%	52.5%	23	59.1%	59.1%	59.1%	59.1%	59.1%	59.1%
60.0%	60.0%	60.0%	58.0%	56.0%	55.0%	24	62.0%	62.0%	62.0%	62.0%	62.0%	62.0%
63.3%	63.3%	63.3%	61.3%	59.3%	58.3%	25	65.3%	65.3%	65.3%	65.3%	65.3%	65.3%
66.6%	66.6%	66.6%	64.6%	62.6%	61.6%	26	68.6%	68.6%	68.6%	68.6%	68.6%	68.6%
69.9%	69.9%	69.9%	67.9%	65.9%	64.9%	27	71.9%	71.9%	71.9%	71.9%	71.9%	71.9%
73.2%	73.2%	73.2%	71.2%	69.2%	68.2%	28	75.2%	75.2%	75.2%	75.2%	75.2%	75.2%
76.5%	76.5%	76.5%	74.5%	72.5%	71.5%	29	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
81.0%	80.0%	80.0%	78.0%	76.0%	75.0%	30	86.0%	85.0%	85.0%	85.0%	85.0%	85.0%

CHART B

Only for Medicare eligible Retirees and or their dependent.

Years of Service	Option <u>4A</u> CIGNA Med. Surround	Option <u>4B</u> Kaiser Med.Plus
10-19 years of service	36%	68%
20-29 years of service	66%	100%
30 or more years of service	84%	100%

17.8.1 Employees hired on or after January 1, 2011 will be enrolled in a basic allowance health care subsidy. The flat dollar amounts listed on Appendix E will be adjusted by the lesser of the growth in the US Consumer Price Index (CPI) in the prior calendar year or 4%. Appendix E will be updated yearly by BCPS.

17.8.2 The Board shall implement a Prescription Drug Plan (PDP) for Medicare-eligible retirees.

17.8.3 The Board shall continue to provide the payments set in Section 17.8 for one (1) year for the spouse of a retired employee who dies if the surviving spouse was covered under the retired employee's policy at the time of the retired employee's death.

Dental Insurance

17.9 The Board shall offer three dental plans: a) Traditional Dental Plan, b) Preferred Provider Dental Plan, and c) Dental HMO.

17.9.1 The Board shall contribute 65% of the premium for the lowest cost dental option. The employee will contribute 35% of the lowest cost option plan plus the additional premium for a higher cost option if one is chosen. These rate splits will remain in effect through December 31, 2021. The employee price tag will be according to the schedule in Appendix B-1 and B-2.

17.9.2 The specific coverage in each of the Dental Insurance plans shall be mutually determined by the Board and the employee organization(s) representing covered employees, and shall be provided in writing each year to the educators.

17.9.3 All self-funded dental plan options available to active employees will be available to retirees for a price tag equal to the existing COBRA rates.

Vision Insurance

17.10 The Board shall provide an optical plan jointly selected by the Board and employee organizations. Participation in the optical plan will be available to retirees and dependents at full cost to the retiree.

Insurance Plan Carriers

17.11 No change will be made in the carrier of any insurance plan identified in this Article unless the Association approves such change.

ARTICLE XVIII - Other Benefits

Safety Glasses

18.1 Prescription safety glasses shall be provided when requested, at Board expense, to all educators working for a significant part of the school day in laboratories, shops, or other areas where, because of potential danger to the educator's eyes, state law requires the use of such glasses.

18.1.1 This benefit refers only to those educators who normally wear prescription glasses. It shall be the responsibility of the educator to obtain his/her own prescription.

18.1.2 This service for the educator shall be provided for as often as needed for the following reasons:

- (a) Normal wear (not to be less than three (3) years).
- (b) Damage to the frame or lens due to the nature of the work involved or due to the prevention of an accident to the eye.
- (c) Necessary adjustments whenever an educator's prescription needs to be changed, upon the approval of the appropriate supervisor/administrator with the advice of the educator's ophthalmologist or optometrist.

Transportation Reimbursement

18.2 The necessary use of the educator's personal car for transportation on school business shall be reimbursed at the rate established by the Internal Revenue Service.

18.2.1 Necessary transportation must be approved by the supervisor/administrator. Reimbursement will be made twice during the year, subject to the approval of requests from the supervisor/administrator submitted on the appropriate form. No reimbursement of less than fifteen dollars (\$15) will be paid to an educator during any six-month period; except that the final

reimbursement for an educator during any fiscal year may be for less than fifteen (\$15) dollars. Reports must be submitted within fifteen days of the close of a fiscal year to receive reimbursement.

18.2.2 Expense reports for July 1 to December 31 must be submitted by January 15. Expense reports for January 1 to June 30 must be submitted by July 15.

18.2.3 Necessary use shall consist of the following:

- (a) Attendance at professional meetings called by the Superintendent, the Superintendent's staff, Executive Directors, Supervisors, Coordinators or other appropriate authorized personnel.
- (b) Banking, post office business, checking school bus stops, and other transportation necessary to the function of the school or work location.
- (c) Educators assigned to two (2) or more schools or work locations on any given day will be reimbursed for the total mileage incurred less the normal round-trip commuting distance to the closest school or office to which the educator is assigned.

18.2.4 When computing mileage for meetings in other schools or work locations, the educator's normal round-trip commuting distance shall be subtracted from the total mileage incurred through attendance at the meetings.

Flu Shots--Tuberculosis Tests

18.3 The Board shall arrange with competent medical authorities to administer flu shots annually to any educator who wishes to avail himself/herself of this service. The Board shall arrange for a tuberculosis skin-testing program for all educators as required by law.

18.4 Educators providing services beyond a BCPS work site to students in community based settings, e.g. Infants and Toddlers, Home and Hospital etc., shall be provided a monthly cell phone stipend by the Board of Education to conduct/perform BCPS related business. Stipend rates shall be consistent with the Department of Fiscal Services procedures related to "Mobile Communication Devices".

18.5 Educators, other than those referenced in 18.4, shall not be required to use their personal cell phones to conduct BCPS related business.

ARTICLE XIX - Ad Hoc Study Committees

Matters which cannot be negotiated to finality without additional research and study may be referred to ad hoc committees of the negotiating teams appointed jointly by the two teams. These committees shall report to the negotiating teams in time for next scheduled negotiating session.

19.1 BCPS Employee Absence Management Program (EAMP): the Board and the Association agree to collaboratively review the EAMP for the purpose of collaboratively making recommendations for the program's improvement and the identification of pertinent information to be included in the TABCO Master Agreement.

19.2 New Salary Scale: the Board and the Association agree to collaboratively examine the current TABCO salary scale and to begin researching, analyzing, and creating a new salary scale considering the following guidelines:

- a. Reduce the number of steps to reach a maximum salary
- b. Adjusting/leveling the incremental costs to reduce the cost of moving everyone **one** step to less than 1%.
- c. Increasing the number of columns/lanes.
- d. Leveling out the cost differentials between each of the columns.

The results of this examination shall provide information as to the appropriateness of suggested revisions and inclusion into the TABCO Master Agreement.

19.3 Educator Trauma: the Board and the Association agree to meet, in collaboration with appropriate BCPS departments, to review the issue of educator trauma and develop guidelines to assist worksites in dealing with educator trauma issues.

19.4 12-Month Pay - TABCO and the Board agree to establish an ad-hoc committee to develop a work plan with the goal of implementing and offering a pay-all-year option for ten-month employees no later than the 2022-2023 school year.

19.5 Digital Disciplinary Tracking System - TABCO and the Board agree to establish an ad-hoc working group with the goal of developing a single digital disciplinary tracking document system for educator and office managed disciplinary issues in all schools.

The ad-hoc committee shall investigate the capabilities and limitations of the current disciplinary referral/reporting system(s) available to BCPS, examine best practices for the reporting, tracking, collecting and use of data relative to disciplinary referrals, identify requirements for any future automated referral and reporting system and research off-the-shelf as well as in-house developed system options. The committee shall present its findings in a written report no later than June 30, 2021.

ARTICLE XX - School Calendar

Calendar

20.1 The school calendar shall contain no more than 191 duty days for 10-month educators.

Consultation on Change

20.2 Any changes in the school calendar shall be made only after consultation between the Association and the Board.

Pre-instructional Duty Days

20.3 During pre-instructional duty days, educators will be expected to attend all scheduled meetings and meet all professional responsibilities necessary for the opening of the new school year. With the exception of scheduled meetings, each educator will determine his/her own work schedule for these days. Whenever possible, at least two (2) full days, or one (1) full uninterrupted day and two (2) half-days, shall be guaranteed for educators to prepare their rooms, with no meetings or other assigned responsibilities.

ARTICLE XXI - Effect of Agreement

Changes in Rules and Policies

21.1 All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement or the negotiations laws.

Individual Contracts

21.2 Any contract between the Board and an individual educator shall be expressly subject to the terms and conditions of this Agreement.

21.3 Should any article, provision, or application of this Agreement to any educator or group of educators be declared illegal by a court of competent jurisdiction, said article, provision, or application, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, provisions, and applications shall remain in full force and effect for the duration of the Agreement. The Board and the Association agree that they will enter into immediate negotiations specifically and exclusively with respect to any provision of the Agreement which has thus been declared illegal. The Association agrees that it will abide by the provisions of the negotiations law.

ARTICLE XXII - Duration of the Agreement

22.1 The provisions of this Agreement shall be effective through June 30, 2023, except as indicated in the following. Unless the parties mutually agree to the contrary during negotiations, negotiable items will be as follows:

22.1.1 Effective July 1, 2020, fiscal year (FY) 21, all salary schedule steps and longevity increments contained in Appendix A will be increased by a one per cent (1%) cost of living allowance (COLA). Related provisions as stipulated throughout the Agreement will also be increased by the same percentage as the COLA. In addition, there will be no furloughs or layoffs of bargaining unit employees during FY21.

22.1.2 For FY21 salary schedule step increases shall not be funded.

22.1.3 For the FY22 Successor Agreement, in addition to Article XVI – Professional Compensation, the provisions of Article XVII - Insurances, in effect as of December 21, 2017 through December 31, 2021, shall be open for negotiations.

22.1.4 For the FY23 successor agreement, only Article XVI – Professional Compensation shall be open for negotiations.

22.2 Implementation of negotiated fiscal provisions each year of this Agreement is dependent upon appropriation of the necessary funds by the County Council of Baltimore County.

The teams listed below developed this Agreement.

FOR THE BOARD:

George Duque
Renard Adams
Maureen Astarita
Michelle Feeney
Laurie Kourtesis
Heidi Miller
George Sarris

Consultants:

Frances Allen
Joelle Bielski

FOR THE ASSOCIATION:

Glen Galante
Phyllis Bellamy
Katherine Bullock
Charles Fluharty
Ben Forstenzer
Kelly Olds
Jennifer Weaver

Upon conclusion of the FY20 negotiations and subsequent ratification of the tentative agreements by both parties, this Master Agreement was updated by incorporating all agreed upon changes effective July 1, 2020.

FOR THE BOARD:

George Duque

FOR THE ASSOCIATION:

Glen Galante

APPENDIX A

Salary Scale for 10-Month Exempt Employees Represented by TABCO, 2020-2021 Effective July 1, 2020

Divide the annual salary by 21.3 to obtain the biweekly salary

STEP	BA Annual	BA Biweekly	MA Annual	MA Biweekly	MA30 Annual	MA30 Biweekly	MA60 Annual	MA60 Biweekly	DOC Annual	DOC Biweekly
01	49,967	2,345.87	51,144	2,401.13	53,562	2,514.65	54,952	2,579.91	56,161	2,636.67
02	50,356	2,364.13	51,912	2,437.18	54,365	2,552.35	55,775	2,618.54	57,003	2,676.20
03	51,113	2,399.67	52,822	2,479.91	55,318	2,597.09	56,752	2,664.41	58,000	2,723.00
04	52,008	2,441.69	53,745	2,523.24	56,285	2,642.49	57,746	2,711.08	59,016	2,770.70
05	52,916	2,484.32	54,685	2,567.37	57,271	2,688.78	58,757	2,758.54	60,049	2,819.20
06	53,579	2,515.45	55,917	2,625.21	58,560	2,749.30	60,078	2,820.56	61,400	2,882.63
07	54,384	2,553.24	57,593	2,703.90	60,317	2,831.78	61,881	2,905.21	63,242	2,969.11
08	55,201	2,591.60	59,552	2,795.87	62,366	2,927.98	63,985	3,003.99	65,392	3,070.05
09	56,028	2,630.42	61,637	2,893.76	64,549	3,030.47	66,226	3,109.20	67,680	3,177.46
10	56,868	2,669.86	63,794	2,995.02	66,808	3,136.53	68,545	3,218.08	70,048	3,288.64
11	56,868	2,669.86	66,026	3,099.81	69,147	3,246.34	70,942	3,330.61	72,501	3,403.80
12	56,868	2,669.86	68,171	3,200.52	71,392	3,351.74	73,249	3,438.92	74,856	3,514.37
13	56,868	2,669.86	70,389	3,304.65	73,713	3,460.70	75,629	3,550.66	77,289	3,628.59
14	56,868	2,669.86	72,677	3,412.07	76,110	3,573.24	78,087	3,666.06	79,802	3,746.57
15	56,868	2,669.86	73,948	3,471.74	77,440	3,635.68	79,452	3,730.14	81,198	3,812.11
16	56,868	2,669.86	75,242	3,532.49	78,795	3,699.30	80,845	3,795.54	82,619	3,878.83
17	56,868	2,669.86	76,559	3,594.32	80,174	3,764.04	82,258	3,861.88	84,064	3,946.67
18	56,868	2,669.86	77,897	3,657.14	81,576	3,829.86	83,698	3,929.48	85,536	4,015.77
19	56,868	2,669.86	79,263	3,721.27	83,005	3,896.95	85,163	3,998.26	87,033	4,086.06
20	56,868	2,669.86	80,650	3,786.38	84,458	3,965.16	86,652	4,068.17	88,555	4,157.51
21	56,868	2,669.86	81,858	3,843.10	85,725	4,024.65	87,951	4,129.15	89,883	4,219.86
22	56,868	2,669.86	83,087	3,900.80	87,009	4,084.93	89,272	4,191.17	91,231	4,283.15
23	56,868	2,669.86	84,333	3,959.30	88,315	4,146.24	90,611	4,254.04	92,601	4,347.46
24	56,868	2,669.86	85,600	4,018.78	89,639	4,208.40	91,969	4,317.79	93,990	4,412.68
25	56,868	2,669.86	86,882	4,078.97	90,983	4,271.50	93,349	4,382.58	95,399	4,478.83
26	56,868	2,669.86	88,186	4,140.19	92,348	4,335.59	94,750	4,448.36	96,831	4,546.06
27	56,868	2,669.86	89,949	4,222.96	94,196	4,422.35	96,645	4,537.32	98,766	4,636.90
28	56,868	2,669.86	91,747	4,307.37	96,078	4,510.70	98,578	4,628.08	100,742	4,729.67
29	56,868	2,669.86	93,583	4,393.57	98,001	4,600.99	100,550	4,720.66	102,757	4,824.27
30	56,868	2,669.86	95,454	4,481.41	99,962	4,693.05	102,560	4,815.02	104,813	4,920.80

APPENDIX A (continued)

Salary Scale for 12-Month Exempt Employees Represented by TABCO

Effective July 1, 2020

Divide the annual salary by 26.1 to obtain the biweekly salary

STEP	BA Annual	BA Biweekly	MA Annual	MA Biweekly	MA30 Annual	MA30 Biweekly	MA60 Annual	MA60 Biweekly	DOC Annual	DOC Biweekly
01	58,463	2,239.96	59,840	2,292.72	62,667	2,401.03	64,294	2,463.37	65,708	2,517.55
02	58,917	2,257.36	60,737	2,327.09	63,609	2,437.13	65,257	2,500.27	66,692	2,555.25
03	59,801	2,291.23	61,800	2,367.82	64,721	2,479.73	66,400	2,544.06	67,860	2,600.00
04	60,849	2,331.38	62,881	2,409.23	65,854	2,523.14	67,561	2,588.54	69,049	2,645.56
05	61,913	2,372.15	63,984	2,451.49	67,007	2,567.32	68,746	2,633.95	70,257	2,691.84
06	62,688	2,401.84	65,423	2,506.63	68,513	2,625.02	70,291	2,693.14	71,837	2,752.38
07	63,630	2,437.93	67,385	2,581.80	70,570	2,703.83	72,402	2,774.02	73,991	2,834.90
08	64,583	2,474.44	69,676	2,669.58	72,969	2,795.75	74,862	2,868.28	76,509	2,931.38
09	65,553	2,511.61	72,114	2,762.99	75,523	2,893.60	77,484	2,968.74	79,186	3,033.95
10	66,535	2,549.23	74,637	2,859.66	78,165	2,994.83	80,196	3,072.64	81,956	3,140.08
11	66,535	2,549.23	77,249	2,959.73	80,902	3,099.69	83,003	3,180.19	84,825	3,250.00
12	66,535	2,549.23	79,761	3,055.98	83,531	3,200.42	85,703	3,283.64	87,582	3,355.63
13	66,535	2,549.23	82,354	3,155.33	86,244	3,304.37	88,486	3,390.27	90,430	3,464.75
14	66,535	2,549.23	85,030	3,257.85	89,048	3,411.80	91,361	3,500.42	93,369	3,577.36
15	66,535	2,549.23	86,519	3,314.90	90,605	3,471.46	92,960	3,561.69	95,003	3,639.96
16	66,535	2,549.23	88,035	3,372.99	92,191	3,532.22	94,588	3,624.06	96,663	3,703.56
17	66,535	2,549.23	89,573	3,431.92	93,803	3,593.98	96,242	3,687.43	98,355	3,768.39
18	66,535	2,549.23	91,141	3,491.99	95,444	3,656.86	97,928	3,752.03	100,075	3,834.29
19	66,535	2,549.23	92,736	3,553.10	97,116	3,720.92	99,640	3,817.62	101,828	3,901.46
20	66,535	2,549.23	94,360	3,615.33	98,815	3,786.02	101,382	3,884.37	103,610	3,969.73
21	66,535	2,549.23	95,774	3,669.50	100,298	3,842.84	102,904	3,942.68	105,163	4,029.23
22	66,535	2,549.23	97,211	3,724.56	101,801	3,900.42	104,448	4,001.84	106,741	4,089.69
23	66,535	2,549.23	98,671	3,780.50	103,327	3,958.89	106,015	4,061.88	108,342	4,151.03
24	66,535	2,549.23	100,150	3,837.16	104,877	4,018.28	107,603	4,122.72	109,967	4,213.30
25	66,535	2,549.23	101,652	3,894.71	106,453	4,078.66	109,219	4,184.64	111,617	4,276.51
26	66,535	2,549.23	103,178	3,953.18	108,049	4,139.81	110,856	4,247.36	113,291	4,340.65
27	66,535	2,549.23	105,240	4,032.18	110,210	4,222.61	113,075	4,332.38	115,556	4,427.43
28	66,535	2,549.23	107,346	4,112.87	112,412	4,306.97	115,335	4,418.97	117,867	4,515.98
29	66,535	2,549.23	109,493	4,195.13	114,661	4,393.14	117,642	4,507.36	120,225	4,606.32
30	66,535	2,549.23	111,682	4,279.00	116,956	4,481.07	119,996	4,597.55	122,631	4,698.51

APPENDIX B

Benefit Costs Per Pay Period • 2020

Annual Costs for Employees Hired on or Before December 31, 2018			
	Total Premium (\$)	Board Share (\$)	FTE 1.0 Share (\$)
Cigna Open-Access Plus In-Network (OAPIN)			
Individual	8,601.00	7,310.85	1,290.15
Parent/Child	17,041.32	14,485.12	2,556.2
Two Adults	20,525.40	17,446.59	3,078.81
Family	23,141.76	19,670.50	3,471.26
Kaiser Permanente HMO			
Individual	9,552.36	8,119.51	1,432.85
Parent/Child(ren)	18,925.20	16,086.42	2,838.78
Two Adults	22,794.96	19,375.72	3,419.24
Family	25,700.76	21,845.65	3,855.11
Cigna Open-Access Plus In and Out-of-Network (OAP)			
Individual	9,710.04	7,379.63	2,330.41
Parent/Child	19,238.16	14,621.00	4,617.16
Two Adults	23,171.40	17,610.26	5,561.14
Family	26,124.84	19,854.88	6,269.96
CareFirst Regional Dental PPO			
Individual	308.88	200.77	108.11
Parent/Child or Two Adults	669.24	435.01	234.23
Family	1,014.72	659.57	355.15
CareFirst Regional Dental Traditional			
Individual	350.04	200.77	149.27
Parent/Child or Two Adults	734.04	435.01	299.03
Family	1,232.88	659.57	573.31
Cigna Dental Care Access DI-IMO			
Individual	542.64	200.77	341.87
Parent/Child(ren) or Two Adults	1,040.16	435.01	605.15
Family	1,563.72	659.57	904.15
CareFirst Davis Vision			
Individual (Free if FTE is .5 or greater)	24.12	24.12	-0_
Parent/Child, Two Adults or Family	92.64	24.12	68.52

The cost of medical and dental coverage varies according to your full-time equivalency (FTE). Your FTE is assigned based on the hours worked as a percentage of the number of hours a full-time employee in that same position would work. For example, an employee who works 20 hours in a position in which full-time employment is defined as working 40 hours per week would have an FTE of 0.5.

Benefit Costs Per Pay Period • 2020

Annual Costs for Employees Hired on or After January 1, 2019			
	Total Premium (\$)	Board Share (\$)	FTE 1.0 Share (\$)
Cigna Open-Access Plus In-Network (OAPIN)			
Individual	8,601.00	7,310.85	1,290.15
Parent/Child	17,041.32	14,485.12	2,556.20
Two Adults	20,525.40	17,446.59	3,078.81
Family	23,141.76	19,670.50	3,471.26
Kaiser Permanente HMO			
Individual	9,552.36	8,119.51	1,432.85
Parent/Child(ren)	18,925.20	16,086.42	2,838.78
Two Adults	22,794.96	19,375.72	3,419.24
Family	25,700.76	21,845.65	3,855.11
Cigna Open-Access Plus In and Out-of-Network (OAP)			
Individual	9,710.04	7,282.53	2,427.51
Parent/Child	19,238.16	14,428.62	4,809.54
Two Adults	23,171.40	17,378.55	5,792.85
Family	26,124.84	19,593.63	6,531.21
CareFirst Regional Dental PPO			
Individual	308.88	200.77	108.11
Parent/Child or Two Adults	669.24	435.01	234.23
Family	1,014.72	659.57	355.15
CareFirst Regional Dental Traditional			
Individual	350.04	200.77	149.27
Parent/Child or Two Adults	734.04	435.01	299.03
Family	1,232.88	659.57	573.31
Cigna Dental Care Access DI-IMO			
Individual	542.64	200.77	341.87
Parent/Child(ren) or Two Adults	1,040.16	435.01	605.15
Family	1,563.72	659.57	904.15
CareFirst Davis Vision			
Individual (Free if FTE is .5 or greater)	24.12	24.12	-0_
Parent/Child, Two Adults or Family	92.64	24.12	68.52

**APPENDIX C
BOARD OF EDUCATION AND TEACHERS ASSOCIATION
OF BALTIMORE COUNTY
GRIEVANCE REPORT FORM**

Official Use Only (For clear copies, please type or use ball point pen)

Grievance No. Level I filed with _____

Level Processed (circle one) Date Grievance Occurred _____

Informal I II III Date Grievance Filed _____

Name of Grievant _____

School or Office _____

Home Address _____ **Home Phone** _____
Zip Code _____

Nature of Grievance

(Attach additional sheets, if needed. Indicate Article and Section of Master Agreement deemed to be violated.)

Remedy Sought

Signed _____

Send copies to: Community Superintendent, appropriate supervisor/administrator, TABCO, retain one copy.

**APPENDIX D
EXTRA COMPENSATION**

STUDENT ACTIVITIES

\$1086

Art Club
 Battle of the Books - Elementary
 Black Saga
 Charitable Services Club (e.g. Key Club, Rotoract, Red Cross, Linus, etc.)**
 Chess
 Class Advisor - Freshman
 Class Advisor – Sophomore
 Coding Club – Elementary, Middle, and High Schools
 DestiNation ImagiNation**
 Drama – Theater Production- Elementary
 Drama Club
 Foreign Language Club (e.g. Chinese, French, Spanish, Sign Language etc.)
 Future Business Leaders of America (FBLA) – Middle School
 Future Educators’ Association
 Health Occupation Students of America (HOSA)
 Instrumental Music**++
 Its’ Academic
 LGBT Related Groups
 Literary Magazine
 Math Counts
 Math 24 Challenge
 Math, Engineering, and Science Achievement (MESA)
 Mock Trial
 Model United Nations
 National Honor Societies of America - Elementary++
 Quiz Bowl
 Robotics – Elementary**
 School Store
 Student Council – Elementary
 Student Service Learning**
 Students Against Destructive Decisions (SADD)

\$2169

Broadcast Production Facilitator**
 Charitable Services Club (e.g. Key Club, Rotoract, Red Cross, Linus, etc.)**
 Class Advisor – Junior
 Dance**
 DestiNation ImagiNation**
 Distributive Education Clubs of America (DECA)
 Drama – Technical Theater
 Drama – Theater Productions - Secondary **
 Forensics**
 Future Business Leaders of America (FBLA) – High School**
 Green School/Environmental Club**
 Instrumental Music**++
 Intramurals
 National Honor Societies of America - Secondary++
 Newspaper**
 Robotics – Elementary**
 Robotics - Secondary**
 School Annual/Yearbook – Elementary
 Skills USA**
 Student Council – Middle School
 Student Service Learning**
 Supervised Occupational Exploration Program (SOEP)
 Vocal Music**

\$3251

Broadcast Production Facilitator**
 Charitable Services Club (e.g. Key Club, Rotoract, Red Cross, Linus, etc.)**
 Class Advisor - Senior
 Dance**
 Drama – Theater Productions – Secondary **
 Forensics**
 Future Business Leaders of America (FBLA) – High School**
 Future Farmers of America (FFA)
 Green School/Environmental Club**
 Instrumental Music**++
 Junior Reserve Officer Training Corps (JROTC)
 Newspaper**
 Robotics - Secondary**
 School Annual/Yearbook – Secondary
 Skills USA**
 Student Council – High School
 Vocal Music**

OTHER ACTIVITIES

\$1086

Art Show Coordinator
Science Fair Coordinator**
Science, Technology, Engineering,
and Math Fair Coordinator**
Technology Liaison**
Webmaster**

\$2169

Advanced Academics
Facilitator – Elementary,
Middle, and High School**
Athletics Activity Advisor –
Middle School**
Graduation Coordinator –
High School
Green School Coordinator
Magnet Program Site
Coordinator - Elementary
Scholastic Aptitude Test (SAT)
Coordinator
Science Fair Coordinator**
Science, Technology, Engineering,
and Math Fair Coordinator**
Technology Liaison**
Webmaster**

\$3251

Advanced Academics Facilitator –
Elementary, Middle, and High
School**
Advanced Placement (AP) Coordinator
Advancement Via Individual
Athletics Activity Advisor – Middle
School**
Determination Coordinator (AVID)
Magnet Program Site Coordinator –
Secondary
PBIS Coordinator
School Coordinator for Student Mentoring
Technology Liaison**

**These activities are listed in more than one category, depending upon the scope of the responsibility and activity.

++Additional information is located within Article XVI.

Dependent upon the scope of responsibility and level of student participation in the activity, a school may have, with Executive Director approval, up to two (2) sponsors at a single level or combination of levels who are each paid a full stipend.

INTERSCHOLASTICS – Varsity Head Coach*

\$2169

Allied Sports (per season)
Cheerleading (Spring)
Middle School Coaches

\$2632

Badminton
Cheerleading (Fall)
Cross Country
Golf

\$3251

Athletic Directors (per season)
Baseball
Certified Athletic Trainer (per season)
Cheerleading (Winter)
Field Hockey
Lacrosse
Soccer
Softball
Tennis
Track & Field

\$3768

Volleyball

\$4026

Indoor Track

\$4956

Basketball
Wrestling

\$5576

Football

*JV Coach receives 80% and Assistant Coach receives 55% of the compensation listed for the Head Coach. The junior varsity coach becomes assistant varsity coach at the end of the junior varsity season.

APPENDIX E

**RETIREMENT HEALTH PLAN ALLOWANCE FOR BCPS EMPLOYEES HIRED
ON OR AFTER JANUARY 1, 2011**

Original Base Amounts

PRE-MEDICARE RETIREES

MEDICARE RETIREES

Base Allowance per Years of Service
\$150.00 \$225.00

Base Allowance per Years or Service
\$100.00 \$150.00

Yrs. Of Service	Retiree	Retiree & Dependent	Retiree	Retiree & Dependent
10	\$1,500.00	\$2,250.00	\$1,000.00	\$1,500.00
11	\$1,650.00	\$2,475.00	\$1,100.00	\$1,650.00
12	\$1,800.00	\$2,700.00	\$1,200.00	\$1,800.00
13	\$1,950.00	\$2,925.00	\$1,300.00	\$1,950.00
14	\$2,100.00	\$3,150.00	\$1,400.00	\$2,100.00
15	\$2,250.00	\$3,375.00	\$1,500.00	\$2,250.00
16	\$2,400.00	\$3,600.00	\$1,600.00	\$2,400.00
17	\$2,550.00	\$3,825.00	\$1,700.00	\$2,550.00
18	\$2,700.00	\$4,050.00	\$1,800.00	\$2,700.00
19	\$2,850.00	\$4,275.00	\$1,900.00	\$2,850.00
20	\$3,000.00	\$4,500.00	\$2,000.00	\$3,000.00
21	\$3,150.00	\$4,725.00	\$2,100.00	\$3,150.00
22	\$3,300.00	\$4,950.00	\$2,200.00	\$3,300.00
23	\$3,450.00	\$5,175.00	\$2,300.00	\$3,450.00
24	\$3,600.00	\$5,400.00	\$2,400.00	\$3,600.00
25	\$3,750.00	\$5,625.00	\$2,500.00	\$3,750.00
26	\$3,900.00	\$5,850.00	\$2,600.00	\$3,900.00
27	\$4,050.00	\$6,075.00	\$2,700.00	\$4,050.00
28	\$4,200.00	\$6,300.00	\$2,800.00	\$4,200.00
29	\$4,350.00	\$6,525.00	\$2,900.00	\$4,350.00
30	\$4,500.00	\$6,750.00	\$3,000.00	\$4,500.00
31	\$4,650.00	\$6,975.00	\$3,100.00	\$4,650.00
32	\$4,800.00	\$7,200.00	\$3,200.00	\$4,800.00
33	\$4,950.00	\$7,425.00	\$3,300.00	\$4,950.00
34	\$5,100.00	\$7,650.00	\$3,400.00	\$5,100.00
35	\$5,250.00	\$7,875.00	\$3,500.00	\$5,250.00

Beginning in FY 09, flat dollar amounts will be adjusted by the lesser of the growth in the US Consumer Price Index (CPI) in the prior year or 4%.

FY 2009 Adjustment (Calendar Year 2007 CPI)	2.85%
FY 2010 Adjustment (Calendar Year 2008 CPI)	3.84%
FY 2011 Adjustment (Calendar Year 2009 CPI)	-0.36%
FY 2012 Adjustment (Calendar Year 2010 CPI)	1.64%
FY 2013 Adjustment (Calendar Year 2011 CPI)	3.16%
FY 2014 Adjustment (Calendar Year 2012 CPI)	2.05%
FY 2015 Adjustment (Calendar Year 2013 CPI)	1.47%
FY 2016 Adjustment (Calendar Year 2014 CPI)	1.62%
FY 2017 Adjustment (Calendar Year 2015 CPI)	0.12%
FY 2018 Adjustment (Calendar Year 2016 CPI)	1.26%
FY 2019 Adjustment (Calendar Year 2017 CPI)	2.17%
FY 2020 Adjustment (Calendar Year 2018 CPI)	1.90%
FY 2021 Adjustment (Calendar Year 2019 CPI)	2.29%

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