

EXHIB K - 5 TABCO

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

OF

BALTIMORE COUNTY

and

THE TEACHERS' ASSOCIATION

OF

BALTIMORE COUNTY

Effective

July 1, 2003 - June 30, 2007

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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. Teacher -- All certified, professional personnel, and all secondary school nurses, except for administrative and supervisory personnel, represented exclusively by the Association in the negotiating unit 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 in the Manual of Policies and Regulations, Board of Education of Baltimore County. Copies of the Manual are available for faculty use in each school.
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 of Staff Relations in consultation with the employee.
8. Close Relative -- Grandmother-in-law, grandfather-in-law, brother-in-law¹, sister-in-law¹, uncle by blood or marriage, aunt by blood or marriage, nephew or niece by blood or marriage, equivalent step family members, 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 217 weekdays in the school year which are not holidays or ten-month teacher duty days.
12. Days -- Days shall refer to duty days unless otherwise specified.
13. EYE -- Extended Year Employment -- Certain additional days of employment for ten-month teachers which occur before or after the regular school year.

¹Classified as immediate family only for purposes of bereavement leave.

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, professional personnel and secondary school nurses 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 reprisals of any kind taken against a teacher as a result of his/her proper exercise of authority and responsibility in performing assigned duties, membership in the Association, participation in any of its legal activities, or participation in the grievance procedure provided in this Agreement.

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 a teacher 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 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 two (2) year leave of absence and shall be extended to six (6) years in the event the president is re-elected.

Association Representative Visits

3.3 Duly authorized representatives of the Association, MSTA, and NEA shall be permitted to meet with teachers and transact Association business on school property if, in the judgment of the principal, 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 administrator or his/her designee in order to facilitate the visit.

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 principal 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 principal 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 principal, 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 MSTA and NEA in teachers' 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 principal.

3.6.6 Conferring with the teachers about problems, concerns, and grievances and advising teachers 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 Executive Director, Human Resources, 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 teachers 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 teachers 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 teachers.

3.8.1 Three (3) 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; three (3) copies of the approved minutes of each meeting of the Board shall be sent to the Association.

New Teachers

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

Retired/Rehired Teachers

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

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, Urgent Personal Business, Special Religious Observance, Court-Related, Workers' Compensation.

3.10.2 Article XIII - Observations, Evaluations, and Files except for Sections 13.3, 13.10, 13.11, 13.12, 13.13, and 13.14 - it will be the responsibility of the school administrative team to monitor the rehired retiree's performance.

3.10.3 Article XIV - Transfers and Assignments

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.

Preschool 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 principal. Attendance at such meetings shall be voluntary; teachers not attending the meetings shall engage in professional work.

Communications from Staff

3.12 The Association will receive at least five (5) copies of all communications concerning salaries, wages, hours, and working conditions of teachers which are given general distribution to schools, teachers and/or principals. The Association will also receive at least seven (7) copies of any policies or regulations that are to be included in the "Manual of Policies and Regulations."

Payroll Deductions, Dues

3.13 The Board shall provide for payroll deduction of dues to the Associations (TABCO, MSTTA, and NEA) for the duration of this Agreement. Upon termination of employment, the Payroll Office shall deduct the balance of unpaid dues to the Association from the teacher's final paycheck and remit said sum to the Associations, except in case of death, retirement, and unpaid medical leave when such leave extends through the duration of the school year.

3.13.1 Deduction of Association dues will remain in effect unless a teacher withdraws from membership between September 1 and September 15 by notifying the Association in writing.

Payroll Deduction, Other

3.14 The Board shall provide payroll deduction for the following:

3.14.1 The Board shall provide teachers 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) weeks 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 teacher. However, the teacher 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 which 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 Teachers 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 teachers on temporary extended year assignments, e.g., summer school teachers, 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, Office of Staff Relations, a list of teachers 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 teachers excused so that whenever possible the same instructional program will not be adversely affected.

3.15.3 When it is necessary for teachers 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, Office of Staff Relations. Except in cases of emergency, of which the Manager, Office of Staff Relations, 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 MSTTA or NEA, released time shall be provided at no expense to the Board as provided in (b) above.

Superintendent-Association Meeting

3.16 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 principal 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, Office of Staff Relations, 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.

Agency Shop

3.20 An agency fee will be implemented when the Association attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the event that membership falls below 75%, representatives of the Board and the Association will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of agency fees.

Exclusive Rights

3.21 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 teachers under the negotiations law of the Annotated Code of Maryland.

Save Harmless

3.22 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 3.12, 3.12.1, and 3.13 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 3.12, 3.12.1, and 3.13 of this Article.

ARTICLE IV -- COUNCILS

Faculty 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-principal meeting.

Meetings with the Principal

4.3 Each principal shall consider the advice of the council in developing and evaluating policies and practices of the school.

4.3.1 The principal of each school shall meet with the Faculty 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 school operation, policies, practices, questions, and concerns, as they affect individual teachers or groups of teachers. The principal may request a meeting of the Faculty Council to present the administration's concerns for Faculty Council consideration and recommendations. Upon such occasions, the Faculty Council shall meet with the principal within five (5) duty days.

4.3.2 In the event the written recommendations are not taken, the principal 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 principal's or council's request, and members of the central office staff may be invited by the principal 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 principal, it may appeal through normal administrative channels, beginning with the Executive Director of Schools, 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, has 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 teacher to accept or continue employment in a particular school.

Meetings Regarding Professional Development

4.7 Staff members designated by the Superintendent shall meet with the Association's Instructional and Professional Development Team on a regularly scheduled basis to discuss and receive recommendations on curriculum, instruction, staff development, and delivery of such services. The parties may create subcommittees to study topics, as they deem desirable.

Consideration of Recommendation

4.7.1 The Executive Director of Schools 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 teachers to have shared decision-making at the school where they work.

5.2 Teachers 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 teachers 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 teachers at the site are aware of the waiver requested and (2) the majority of teachers 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 - Teachers Rights, Privileges and Responsibilities

Non-duty Hours

6.1 Out-of-school activities, excluding those related to professional growth of the teacher 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 teacher'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 teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage as defined in this Agreement without just cause.

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

Confidential Information

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

Citizenship Rights

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

6.5.1 The Board and the Association recognize the right of teachers 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 teacher 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 stenographic help, telephones, or equipment.

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

6.5.5 A teacher whose performance has been rated satisfactory 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 teacher 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 teachers' automobiles.
- (c) The dissemination of information concerning elections and campaigns within the Associations.

Teacher Attendance at Meetings

6.6 When it is necessary for any teacher to participate in an activity authorized by the Superintendent or his/her designee during the school day, such teacher 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 teacher 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 teacher. Where a senior teacher holds a less than a first class certificate, the Board may disregard seniority except as between two (2) or more such senior teachers holding the same type certificate unless other relevant and valid considerations justify the retention of a less senior teacher with the same type of certificate.

6.7.1 In the case of layoff of secondary 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 Teachers on layoff shall be recalled in order of their seniority as vacancies become available for which they are certified or in the case of secondary school nurses for which they are qualified. If a laid-off teacher is recalled to a position involving less time than that teacher previously had, that teacher shall be offered any subsequently available position involving greater time, or which can reasonably be combined with the teacher's assignment, before such position is offered to a less senior laid-off teacher. 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 teachers on layoff qualified by certificate to fill a vacant position or in the case of secondary school nurses no one qualified to fill a vacant position; or (b) all qualified teachers on layoff decline the offer to fill the vacancy. Teachers 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, a teacher who declines a job offer for which he/she is certified or qualified in the case of a secondary 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 Teachers 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 teacher is offered and declines reemployment, this privilege shall be terminated.

6.7.5 Teachers 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 teacher would otherwise be reimbursed if still in active service.

6.7.6 A teacher 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 teachers through the interoffice system will be delivered to teacher in the unopened interoffice envelopes.

Student Grades

6.9 No administrator shall change a student's grade or request that a teacher change a student's

grade, except as a result of a conference between the administrator and the teacher, provided the teacher is available for such conference. The teacher will have the right to appeal any such change to the Executive Director of Schools whose decision shall not be arbitrable.

Representation

6.10 When a meeting with a teacher is being called for the purpose of suspension, demotion, or discharge, the teacher shall be advised of his/her right to representation prior to the beginning of any such conference or meeting and be given time to arrange for representation.

ARTICLE VII- Negotiations Procedures

Designation of Negotiators

7.1 Prior to November 1 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 not more than three 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 November 15 of each school year in which the contract expires.

Time Limit - Impasse

7.3 Negotiation on all items submitted must be completed by January 15 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 January 15 (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 June 2, 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.

Printing and Distribution of Agreement

7.9 Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all teachers. The parties shall prepare the final text of the ratified Agreement for printing and shall mutually share in the cost for printing. Distribution will be made by the Association.

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

teacher problems. Their reliance on the following grievance procedure does not detract from the rights of a teacher 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. A teacher may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation.

8.1 Definitions

1. Teacher: A teacher is defined as any member of this bargaining unit.
2. Grievance: A grievance is a complaint by a teacher, 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 Rule 4141, "Salary Regulations Handbook," as contained in the "Manual of Policies and Regulations."
3. The Grievant: The grievant is the teacher or teachers, Faculty Council, or Association filing a grievance.
4. Representation: A teacher may be represented by the Association at any step of the grievance procedure.
5. Time Limits: If the employer 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 employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

Procedure

(Informal)

8.2 A teacher 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 teachers and their principals, and between staff members and their immediate administrative supervisors, are encouraged in order to resolve as many disputes as possible informally.

Level I - If a teacher 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) within ten (10) days, following the reply at the informal level, to his/her Executive Director of Schools or other appropriate administrator. 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 of Schools or other appropriate 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 a teacher 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 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 of Schools or other appropriate administrator. 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 teacher or teachers, 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 a teacher's personnel file.

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

Procedure in Case of Assault and/or Battery

9.1 Any case of assault and/or battery upon a teacher while acting within the scope of his/her duties shall be promptly reported in writing to the principal who shall forward the report to the Area Superintendent. In situations requiring immediate attention, the principal shall report to the Area Superintendent by telephone. The scope to the teacher'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 Upon receipt of the report, the appropriate administrator shall comply with any reasonable request from the teacher for information in his/her possession relating to the persons involved, and will act in appropriate ways as liaison between the teachers, the police, and the courts. The principal, Area Superintendent, or a member of the Superintendent's staff will appear with the teacher at any consequent hearings.

9.1.2 Teachers shall report to the appropriate administrator and the Association any threats of civil or criminal action against them arising out of and in the course of their employment.

Property Loss-Battery

9.2 In the event that a teacher 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 teacher 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 principal 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 six hundred fifty dollars (\$650).

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

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 Faculty Council, any room, building or area presents a health or safety hazard, duly qualified personnel shall be contacted by the principal and asked to make a timely inspection. As information from duly qualified personnel is shared with the principal regarding this inspection, the information will be shared with the chairperson of the Faculty Council within three (3) duty days.

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 teachers, if thus recommended by the qualified person, until such hazard can be corrected. When the issue is raised by the Faculty Council, written reports shall be sent to the principal and the Faculty Council, and shall be shared with the faculty and/or other initiating party in a timely manner.

10.1.3 The Board shall make hepatitis-B vaccine available to any teacher who has been exposed to body fluids at no cost to the teacher.

Suggestions

10.2 The Board encourages teachers to present proposals for improvement of the school system in accordance with policy 2363.

Charitable Contributions

10.3 No individual school quotas for charity campaigns will be established. Teachers who do not plan to contribute do not need to return pledge cards. Any teacher 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 principal 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 principal, or his/her designee, shall be responsible for obtaining qualified substitutes. Teachers 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 teachers shall be provided for special area teachers of art, music, and physical education, on the same basis as substitute teachers are provided for other classroom teachers. Every effort will be made, when appropriate, to provide substitutes for library media specialists, special education resource teachers, and other teachers who provide direct instruction to students.

Regular School Day

10.6 The regular school day for teachers shall be seven (7) hours in duration. This period 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 principal 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 principal and the affected teacher(s) when a small group of teachers is involved. The workweek for teachers 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 teachers 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 teachers will end as soon as the teacher's responsibilities for student supervision are completed.

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

10.6.4 A teacher 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, a teacher shall notify the 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 teachers as deemed appropriate by the appropriate administrator:

- 10.7.1 Conducting a daily homeroom period.
- 10.7.2 Attending professional faculty meetings approximately once per week.
- 10.7.3 Supervising evening and night student activities approximately four (4) times per year.
- 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.
- 10.7.6 Attending PTA meetings in accordance with established policy.
- 10.7.7 Attending evening or Saturday professional meetings no more than twice a year. Teachers may be exempted by the principal when extenuating circumstances prevent attendance.
- 10.7.8 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 teacher and the student(s).
- 10.7.9 Meeting with parents and other staff members as professional responsibilities require with the time for such meeting being established by mutual agreement between the teacher and the other person(s) involved.
- 10.7.10 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 unless three (3) days prior notification shall have been given, except in emergencies.

Assignments

- 10.8 Every reasonable effort will be made to assure that no elementary teacher is assigned to teach a combination class unless that teacher has taught one of the two (2) grades involved during the previous three (3) school years.
- 10.8.1 The principals/supervisors of teachers with multi-school assignments should confer regarding the assignment of additional responsibilities beyond the teacher's daily instructional responsibilities.

Curriculum Changes

- 10.9 Whenever possible, teachers who are expected to implement new curricula or techniques shall be given an opportunity to participate in a training activity concerning the new curricula within a reasonable period of time prior to the implementation.
- 10.9.1 Materials and texts necessary for the implementation of new curricula and techniques will be available to the teacher, within a reasonable period of time, prior to the time the teacher is expected to implement the curriculum.

Elementary School Schedule

10.10 Special area teachers 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 teachers traveling to other locations within the school, as needed.

Preparation, Planning, and Duty-free Lunch

10.11 A duty-free lunch period of at least thirty (30) minutes shall be provided for all teachers.

10.11.1 All classroom teachers shall have time during the school day for individual preparation and planning related to their assignment. Individual teacher preparation and planning periods shall not be imposed upon, except in the case of unforeseen circumstances, or by the agreement of the teacher.

10.11.2 Teachers 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.

10.11.3 Teachers 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 principal shall provide planning time each day.

10.11.4 Whenever the organization of the school and staffing patterns permit, teachers may be granted additional time beyond the 250 minutes preparation and planning time that may be used for other professional responsibilities and duties as allowed or assigned by the administrator. To address unusual situations, the administrator reserves the right to switch a planning period with a duty period.

10.11.5 Planning for daily instruction is likely to be most effective when secondary school teachers have assignments which require not more than three preparations. The middle and high schools of Baltimore County shall be organized so as to implement this concept.

10.11.6 Every program as itemized by grade and subject in the "Baltimore County Public Schools Program of Study 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 a teacher utilizes a special course of study in basic education in one of the areas of general education.

10.11.7 It is recognized, however, that it may be necessary to depart from this procedure when teachers 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, principals may provide additional preparation time for the affected teacher.

10.11.8 In the event of a dispute regarding a teacher's schedule, an appeal may be made to the appropriate Executive Director of Schools whose decision shall be final.

Faculty Meetings

10.12 The principal and his/her staff, through the Faculty Council, shall mutually determine the number, type, and time of non-emergency faculty meetings. Teachers, through the Faculty Council, will be involved in the development of the agenda for faculty meetings. In order to clear other afternoons for

other purposes, all schools are urged to use Mondays for scheduling faculty meetings.

Non-teaching Duties

10.13 The Board shall provide instructional assistants and clerical personnel for the purpose of relieving teachers of such duties as duplicating instructional materials, 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 a teacher's responsibilities, he/she shall be expected to do so.

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

PTA Meetings

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

10.14.1 Teachers 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 principal.

10.14.2 Teachers are encouraged to participate in the activities of their PTA's.

Transporting Students

10.15 Teachers shall not be required to transport students.

Physical Property and Materials

Grade Books

10.16 Each teacher shall be provided with a grade book that shall remain the property of the school system, and a planning book that shall become the property of the teacher.

Manuals and Workbooks

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

Desks, Chairs, Files, etc.

10.18 Each teacher shall be provided with a serviceable desk with keys, an adult chair and, if requested, a filing cabinet. 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 teacher. In addition, the necessary instructional supplies and materials in adequate amounts as needed in the program, shall be furnished.

Carts

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

Copying Materials

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

Supplies

10.21 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 administrator at the place of instruction is empowered, if authorized by the Manager of Purchasing, to obtain the needed supplies, materials, or equipment from immediate sources.

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

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

Physical Facilities

10.22 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:

10.22.1 Well-furnished teachers' lounges of adequate size.

10.22.2 Adequate, well-lighted and clean restrooms for teachers.

10.22.3 Adequate, private dining areas for teachers' use.

10.22.4 Storage space for classroom materials and the teacher's personal property.

10.22.5 Office space and facilities for special area teachers to work with students.

10.22.6 Adequate guidance facilities.

10.22.7 Adequate health facilities with an office for the nurse.

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

10.22.9 Internet access in all classrooms.

Appropriate Space

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

10.23.1 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.

Professional Libraries

10.24 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.

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

Parking

10.25 An adequate portion of the parking facilities at each school shall be reserved for teacher parking. Handicapped parking shall be provided.

Telephones

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

ARTICLE XI - Maintenance of Classroom Control and Discipline

Local School Procedures

11.1 An appropriate student discipline procedure shall be developed, in accordance with Board policies, for each school building by the faculty and the administrative staff after consultation with members of the student body. The Faculty Council shall have an opportunity to review any such procedure prior to its implementation.

Authority of the Teacher

11.2 Discipline in the classroom, including appropriate intervention activities, is basically the responsibility of the teacher. A teacher 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 teacher will send the pupil to the office of the principal, 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 teacher involved only upon authorization by the principal or his/her designee, who will make such determination after conferring with the teacher and notification to the teacher of the action taken by the administrator prior to the student returning to the classroom.

11.2.1 A student removed from a teacher's classroom for disruptive behavior will not be placed in another teacher's room without conferring with the receiving teacher prior to the student returning the classroom.

11.3 If the teacher disagrees with the decision of the principal in readmitting a pupil to his/her class, he/she may have an immediate appeal to his/her Area Superintendent. The decision of the Area Superintendent on the assignment of the pupil is not subject to arbitration.

11.4 When information is available and not legally prohibited, an affected teacher(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 teacher, the Board obligates itself to offer that teacher 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 expires during the school year.

12.1.1 Any regularly certificated teacher 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 teacher would otherwise have been laid off.

12.1.2 A teacher 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 teacher qualifies for a regular certificate.

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

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 teacher's biweekly salary.

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

Academic Activities

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

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

Adoption Leave

12.3 A full-time teacher 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 Director, Office of Staff Relations. 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.

²Note: See Rules 4151, 4152, and 4153 and Policy 4155 for definitions of leaves and additional procedures

for administering leaves.

Bereavement Leave

12.4 Four (4) consecutive calendar days, beginning with the day of death or the first day after death is allowed if the death is in the immediate family. One (1) additional day will be allowed 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, those days allowed for urgent personal business may be used. In unusual circumstances, there may be flexibility in the use of the days by mutual agreement between the teacher and the Director, Office of Staff Relations.

12.4.1 One (1) workday is allowed to attend the funeral of a close relative. An additional day, if needed, shall be granted 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 teacher is required to submit to the appropriate administrator a letter stating the relationship, the date of death, the date of the funeral, and the dates of absence. This explanation will be forwarded with the payroll report.

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 teacher, for purposes which the Board may deem appropriate including, but not limited to, the teacher'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. A teacher 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 teacher refrain from employment due to a disability resulting from her pregnancy, child birth, and/or complications thereof. A teacher 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 a teacher 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 administrator as soon as possible but prior to the last day of work before the birth of the child.

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 following the birth or adoption of the child.

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

12.7.4 A teacher 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 teacher 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 teacher will have the option of extending the leave to the beginning of the following semester.

12.7.6 Before she returns to duty, the teacher 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 a teacher 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 teachers who have volunteered or who have been called for military duty shall be given a leave of absence covering their period of service in the Armed Forces of the United States.

12.8.1 Short term--Teachers 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 a teacher 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 teacher'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 teacher 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 teacher 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 teacher 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 Director, Department of Personnel believes he/she is qualified by virtue of his/her service, experience and training.

12.8.6 Where the teacher 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 four 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 Teachers who are ordered to extend active duty shall be compensated for lost time up to fifteen (15) working days.

- (a) Teachers returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.
- (b) A teacher 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 teachers 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 teacher who resigned to accompany a spouse who was on military duty, provided that the former employee held tenure in the system at the time of the resignation. Service of the spouse shall not have been voluntarily extended beyond four years' total active duty, and the teacher must have applied for reinstatement within one year of the separation of the spouse from service.

Personal Leave

12.9 A regularly certificated teacher 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 teacher 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 teacher 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 Teachers 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 Office of Staff Relations 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 A teacher on sabbatical leave shall not be advanced sick leave.

12.10.5 A teacher 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 a teacher shall receive sick leave for the additional term of employment in proportion to the time worked, e.g., a teacher with three (3) years service employed six (6) weeks accrues three (3) days; three (3) weeks accrues one and one-half (1 1/2) days. Teachers assigned to summer school or workshops will be permitted to use sick leave for a maximum of 20% of scheduled workdays.

12.10.6 Teachers 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 A teacher on a leave of absence requiring Board action shall not be advanced sick leave time.

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

12.10.11 A teacher 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 teachers 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 teacher is rehired during the school year.

12.10.12 A teacher 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 teachers.
- (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 teacher with two 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. If the teacher 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 an increment. Failure to enroll as planned with and approved by the Department of Personnel, without just cause, may be interpreted as interrupted service.

12.11.3 Upon return from academic leave, this teacher will receive the full yearly increment, 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 teacher 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 A teacher, 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 A teacher 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 appropriate Associate Superintendent 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 teachers 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 a teacher on sabbatical leave shall be determined on the basis of years of commitment for employment by the Board upon returning from the sabbatical leave. A teacher 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 Teachers 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 a teacher 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 a teacher 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 teacher 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 A teacher may be granted a leave up to one (1) year by the Board at loss of full pay for unusual or imperative reasons when no other leave program is applicable.

12.13.1 Application and approval must be secured before the absence begins.

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

12.13.3 The teacher must notify the Department of Personnel immediately if the plans for the leave do not materialize as planned.

Urgent Personal Business Leave

12.14 Each teacher shall be entitled to up to three (3) days per year for urgent personal business leave. A written statement of intent to be absent shall be submitted to the principal (or other appropriate administrator) at least twenty-four (24) hours prior to the expected absence. The principal (or other appropriate administrator) may make exception to the twenty-four (24) hour requirement in case of a demonstrated need. Urgent personal business leave must be used only to conduct personal business of a nature that cannot be scheduled on a non-duty day. Urgent personal business leave may not be used on consecutive duty days except as otherwise indicated by this Agreement or with permission of the principal (or other appropriate administrator).

12.14.1 Personal business leave may be used by teachers 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 Area Superintendent. If a teacher has used his/her personal business leave, up to three (3) additional days may be taken, with loss of pay, for this purpose.

12.14.2 Personal business leave may be used by a teacher for his/her wedding if the ceremony cannot be scheduled during normal holiday or vacation periods.

12.14.3 A personal business leave day may not be used immediately preceding or following a holiday except upon special permission by the Assistant Superintendent. This definition includes the first duty day for teachers in August or September.

12.14.4 Personal business leave may not be used immediately prior to the end of the school year, except as provided in 12.15.1 above. Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

Special Religious Observance Leave

12.15 Teachers will be permitted a total of five (5) days for religious holidays, including the three (3) personal business days allowed. Unused personal business leave is cumulative, as provided above. In determining these holidays, the Superintendent will request from appropriate religious authorities, verification of the requirement for teachers to be absent from work to fulfill religious obligations. Should religious authorities verify that more than five (5) days are needed by the teacher, the teacher shall have the option of paying a substitute teacher's pay for the additional day(s). This day(s) shall not be

subtracted from the teachers' accumulated sick leave. The teacher is required to submit one (1) week in advance, to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday.

Court-related Leave

12.16 Teachers 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. A teacher receiving compensation for this duty shall receive his/her regular salary, less any compensation for such day.

12.16.1 If a teacher 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. A teacher pleading nolo contendere shall not be paid.

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 a teacher 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 teacher under Worker's 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 Benefits 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 Benefits and Risk Management shall approve bank grants as being within the limits of the bank balance, that the illness is covered under Section 12.18.1 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. Teachers returning from leave will be permitted to contribute to the bank on approval of the committee. New

teachers 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 teacher 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 a teacher's contract shall be eligible to join the bank immediately. A new teacher who was a teacher 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. Teachers 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 teachers 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 teacher 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 a teacher in the bank does not negate or eliminate the rights of individual teachers 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 teacher 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 a teacher will be out on sick leave for an extended period of time the teacher may agree to have his/her position filled by a contractual teacher. In such cases the teacher 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 a teacher 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 teacher for the remainder of the school year. In such cases the teacher will be assigned to his/her previous position at the beginning of the next school year, unless the teacher has voluntarily relinquished the position. If the teacher is able to return to work before the end of the school year, the teacher will be guaranteed his/her full salary for the remainder of the year. The Board may assign such teacher 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 12.18.10 of this Article, excluding those individuals who have utilized the bank in the previous three (3) years.

Workers' Compensation Leave

12.18 When a teacher is absent from school as a result of personal injury caused by an accident or an assault 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 teacher will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve (12) months. No part of such absence will be charged to the teacher's sick leave.

If disability persists after the twelve (12) month period, the teachers shall be placed on Leave of Absence and disability payments will commence consistent with amount covered by the Workers Compensation Laws. 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.

12.18.1 The Board will continue to pay its share of the cost of health insurance for a teacher receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury benefits.

ARTICLE XIII - Observation, Evaluation and Files

Observation Procedures

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 designed to promote interactions and to generate professional growth for teachers.

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

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

Observations for Probationary and Unsatisfactory Teachers:

13.4 In addition to the procedures in Sections 13.1 through 13.3, the following observation procedures shall apply to probationary teachers and tenured teachers who have received an unsatisfactory 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 a teacher 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. The principal will consider a teacher'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 After an observation that is less than satisfactory, suggestions for improving will be made at a conference held within three duty days. These will be given to the teacher in writing within seven duty days 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 Satisfactory, Needs Improvement, or Unsatisfactory.

13.4.9 Conferences related to all observations must occur within ten duty days to discuss the written observation report.

Evaluations for Probationary and Unsatisfactory Teachers:

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

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

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

13.5.3 No teacher shall receive a less than satisfactory 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.

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

13.5.5 Teachers shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The teacher has three duty days to sign and return the document (employee signature does not indicate agreement with contents). Teachers have the right to make written responses and have them included in personnel files.

13.5.6 Whenever possible, an overall evaluation rating may not be lower than the previous rating unless the teacher 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 Teachers shall be given the name and specific complaint of any person who complains about the teacher, within a reasonable period of time, if the complaint is to be given any consideration in the teacher's evaluation.

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

13.5.9 Evaluations shall be rated Satisfactory or Unsatisfactory.

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

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

Evaluation for Tenured Teachers:

13.6 The evaluation process for the satisfactory tenured teacher is a formative process for the purpose of professional growth. A collegial relationship should be established among the appraisal team members and the teacher in order to facilitate the process and ensure teacher participation.

13.6.1 Tenured teachers should be provided performance feedback each year. Satisfactory tenured teachers shall be evaluated every other year. In the non-evaluation year, performance is presumed to be satisfactory.

13.6.2 The evaluation process for satisfactory teachers will be mutually determined by the teacher and the evaluator. The list below includes some of the possible evaluation options:

- Student achievement data
- Formal observations
- Mentoring of an inexperienced teacher or a colleague in need of assistance
- Peer coaching and collaboration
- Individual or cooperative academic project or research
- Sharing new practices with other teachers
- 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
- Other mutually agreed upon option

If a mutually agreed determination cannot be achieved, the standard process will be utilized.

13.6.3 Alternatives must involve the teacher in a planned teaching experience and must ensure planned interaction between the teacher and the appraisal team about the experience. The evaluation should be based on two observations or the mutually agreed upon equivalent alternative.

13.6.4 In the evaluation year, the standard form or mutually agreed upon alternative (both of which result in a final rating of Satisfactory or Unsatisfactory) will be used. In the non-evaluation year, oral and/or written feedback about instruction will be given. The feedback shall have no final rating attached.

Observations Related to the Standard Form for Tenured Satisfactory Teachers;

13.7 The following observation procedures, when using the Standard Form, shall apply to tenured teachers who have received a satisfactory rating:

13.7.1 A teacher should be observed by more than one qualified observer in the evaluation year.

13.7.2 Classroom observations will last at least thirty minutes, unless the instructional activity requires less time or the observer deems the lesson is satisfactory.

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

13.7.4 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.

13.7.5 Conferences related to all observations must occur within ten duty days to discuss the written observation report.

13.7.6 Observations shall be rated Satisfactory, Needs Improvement, or Unsatisfactory.

13.7.7 If a teacher 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 visit has been made. The principal will consider a teacher's request that the third visit include BCPS personnel with qualifications or experience unique to the instructional or therapeutic situation being observed.

13.7.8 After an observation that is less than satisfactory, suggestions for improving will be made at a conference held within three duty days. These will be given to the teacher in writing within seven duty days of the observation.

Evaluations Related to the Standard Form for Tenured Satisfactory Teachers:

13.8 The following evaluation procedures, when using the Standard Form shall apply to tenured teachers who have received a satisfactory rating:

13.8.1 Any less than satisfactory evaluation shall be based on the conclusions and assessments reached by more than one qualified observer, as determined by the principal.

13.8.2 No teacher shall receive a less than satisfactory 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.

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

13.8.4 Teachers shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The teacher has three duty days to sign and return the document (employee signature does not indicate agreement with the contents). Teachers have the right to make written responses and have them included in personnel files.

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

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

13.8.7 No less than satisfactory evaluation of any teacher by any administrator can be competed and filed unless the teacher shall have been observed on at least two (2) reasonably spaced occasions by more than one qualified observer, as determined by the principal.

13.8.8 Evaluations shall be rated Satisfactory and Unsatisfactory.

13.8.9 Final evaluations shall be completed and given to the teacher no later than four duty days prior to the last duty day of the year.

13.8.10 If the standard appraisal form is not used for the evaluation, the written feedback should contain language such as the following: "As required by Comar 13A.07.04.02, this evaluation has an overall rating of satisfactory."

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

Evaluation for Teachers with Unusual Assignments:

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

13.9.1 In the event a teacher is assigned to more than one school, the home school principal will be responsible for preparing and submitting the evaluation form. All other principals can provide input to the home school principal prior to the completion of the form. The teacher's home school will be the school where the teacher works more than 50% of the time. In the event there is a 50--50 split, the Executive Director of Schools will identify the home school principal.

13.9.2 When a teacher has a split assignment, either between schools or in two subject areas within a school, the observations should be coordinated by the home school principal so that they are reasonably spaced and not excessive.

13.9.3 For itinerant teachers, the principal may need to contact the supervisor for clarification as to which principal competes the final evaluation.

Teachers Files:

13.10 Upon request, each teacher 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 teacher's request, a witness of his/her choice may accompany the teacher in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.

13.11 At the teacher's request, the teacher 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 administrator.

13.12 A teacher 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.

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

13.14 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 teacher and the appropriate administrator. At the teacher's request, a witness of his/her choice may accompany the teacher in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.

ARTICLE XIV - Transfers and Assignments

General

14.1 Any teacher 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 teacher's materials upon request.

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

Voluntary

14.2 Teachers 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 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 teacher requesting a voluntary transfer shall have his/her request submitted to administrators at work sites to which he/she has requested a transfer.

14.3 Teachers who have requested transfers or reassignment shall be notified by three (3) duty days prior to the last duty day of the school year of the administration's action on said transfer or reassignment. This action will include (1) the granting of the transfer or reassignment; or (2) denial and the reason for the denial; or (3) the absence of the actions specified in either (1) or (2) will indicate that this request is being held in abeyance with the possibility it can be granted within a reasonable period of time. All requests for transfers that have not been granted shall be active until August 1, and may be considered after that date. When a vacancy occurs during the school year, consideration will be given, whenever possible, to those teachers who requested a transfer to that school during the previous transfer period.

Involuntary/Excess

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

14.4.1 The principal, with the approval of the Executive Director of Schools, shall determine which teacher is to be involuntarily transferred based on the best interests of the students and the program of instruction.

14.4.2 A teacher subject to partial involuntary transfer shall be reassigned to one school when administratively feasible subject to the provisions of this section of this Agreement.

14.4.3 An excess teacher who so desires may be returned to his/her previous school if an appropriate vacancy occurs by August 1, or later if the teacher has not been assigned elsewhere. Consideration may be given if the vacancy occurs after August 1.

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

14.4.5 Teachers 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 teachers 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 redrawn because of the closing or opening. The voluntary transfer considerations shall be used to select from among the teachers. Any teacher 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.

14.4.6 In effecting voluntary transfers and involuntary transfers of excess teachers, whenever possible, voluntary transfer requests will not be acted upon prior to the identification of excess teachers. Involuntarily transferred excess teachers 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 August 1, the remaining teachers shall then choose placement from any remaining appropriate positions. On August 1, the Association shall receive notification of all teachers not placed and all positions available. A lottery shall be held five (5) working days after August 1 to determine the order in which teachers are given their choice. An Association representative will be allowed to attend the lottery.

Involuntary/Administrative

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

14.5.1 When a teacher 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.

14.5.2 Notification of an involuntary transfer will be given to a teacher as soon as possible but not less than 20 calendar days, except in case of emergency, in advance of the intended transfer.

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

Assignment Out of Field

14.6 A teacher 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 teacher so assigned shall retain his/her regular contract while teaching with a provisional certificate.

Notification of Assignment

14.7 Every teacher 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 June 15 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 teacher will be contacted, if possible, and promptly notified of the change and the reason(s) for the change. The teacher will be responsible for providing an address at which he/she can be reached.

14.7.1 No teacher will be reassigned to different teaching responsibilities unless the principal has first conferred with the teacher, giving reasons for the proposed change and has considered the teacher's input. The teacher shall be notified of the decision as soon as possible. When the teacher is unavailable for such a conference, he/she shall be promptly notified in writing of the reassignment and the reasons for the change.

14.7.2 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 teachers for tuition and fee charges up to one hundred twenty-five dollars (\$125) 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 reimbursement per teacher per year. In programs requiring more than nine (9) credits per year the nine (9) credit limitation shall be waived.

15.2 Teachers involved in qualifying professional development activities not providing college credit may be reimbursed for registration/enrollment costs on a credit equivalent basis.

15.3 A teacher must file a Request for Course Approval Form, obtained from the office of the principal or other appropriate administrator, to secure prior approval of the appropriate Personnel Coordinator and to be eligible for reimbursement for courses and/or professional development activities.

15.4 Any teacher 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.

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

In-service Courses

15.6 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.

15.7 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.

15.8 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 teacher, student observer, or qualifying intern. Credits will be granted based upon guidelines established by the Department of Personnel.

ARTICLE XVI - Professional Compensation and Teacher Responsibility

Basic Salaries

16.1 The basic salaries of teachers 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 agrees to provide funds for step increases each year subject to funding by the County fiscal authorities.

Salary Errors

16.2 In the event of a salary error, neither the Board nor the Association may claim salary adjustments for any more than the fiscal year in which the error is detected. When a teacher has been overpaid, he/she must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the teacher's request, repayment deductions may begin immediately.

Responsibility Factors

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

SUPPLEMENTAL SALARY SCHEDULE

03-04

Psychologists, department chairmen,
team leaders or content leaders with 9.40 or more
FTE employees assigned to department or team **\$3,511**

Department chairmen, team leaders or content leaders
with 4.40 to 9.39 FTE employees assigned to department
or team **\$2,927**

Department chairmen, team leaders or content leaders
with 1.40 to 4.39 FTE employees assigned to department
or team **\$2,342**

Twelve-Month Employment

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

Extended Year Employment (EYE)

16.5 For teachers participating in an extended year employment activity of less than six (6) weeks, compensation shall be prorated on the salary effective July 1 in equal proportions, e.g., four (4) weeks equal four-sixths (4/6) times seventeen (17) percent.

16.5.1 The Board may assign a teacher 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 A teacher with an EYE level of four (4) weeks or more shall not be eligible for additional summer school or workshop employment. In no event shall a teacher's total differential for summer employment and/or EYE exceed seventeen (17) percent.

16.5.3 A teacher 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.

16.5.4 Any teacher assigned prior to July 1, 1993, to a position which includes EYE and a responsibility factor shall continue on EYE as long as this teacher has a responsibility factor. In the event a reduction in EYE is necessary because of budgetary constraints or changing educational needs, no such teacher 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 teacher 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 teacher within fifteen (15) calendar days following final action by the appropriating authorities.

Workshops

16.6 Teachers participating in any workshop activities during the summer, where curriculum is

developed for countywide or school-wide use and in cooperation with the appropriate Baltimore County Public School Office, shall be compensated at the following rate:

03-04 school year \$199 per day

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 Teachers 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:

03-04 school year \$107 per day

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.

Summer School

16.7 All teachers of summer school shall be paid at the rate of two hundred twelve twenty seven (\$227) per day for a six and one-half (6 1/2) hour work day for 2003-04 school year. This amount shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule. Teachers of classes involving different amounts of duty time will be paid on a prorated basis.

16.7.1 Tenured teachers shall be selected for summer school positions unless insufficient numbers of qualified tenured teachers have applied for such positions.

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 teacher's area of teaching, through a conference with the appropriate Personnel Coordinator. Written confirmation of this approval shall be sent to the teacher 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 teacher must submit the Travel Resume Form to the appropriate Personnel Coordinator 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 Teachers of evening and Saturday high school shall be paid twenty-five dollars (\$25.00) per hour. Teachers/leaders of other programs where teachers, 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 nineteen dollars (\$19.00) 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 nonclassroom activities require the time of a teacher on a regular basis, exceeding the duties outlined in Article X, 10.6 through 10.7.9 inclusive, such a teacher 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 teachers' 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 principal and compensated appropriately.

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

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

Salary Regulations

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

Temporary Responsibility Factor

16.12 A teacher assigned by his/her Area Superintendent to work in the capacity of an 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 administrator in excess of six (6) weeks.

Part-Time Teachers

16.13 All teachers hired prior to July 1, 1978 who are or who become part-time teachers shall receive the same benefits as full-time teachers except that their salary, sick leave and preparation time shall be determined on a pro rata basis related to full-time teachers. However, any teacher 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 teachers. All part-time teachers 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 teacher who has requested full-time shall be considered for a position for which he/she is qualified before a new teacher may be hired for that position.

ARTICLE XVII - Insurance's

Basic Plan Life Insurance

17.1 The Board will pay 100% of the premium for \$10,000 life insurance.

Optional Plan Life Insurance

17.2 For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings, rounded up or down to the nearest \$1,000 increment. Increments are equal to .25 times the employee's basic annual earnings starting at .50 times earnings. The minimum amount available for additional coverage, therefore, equals .50 times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) times the employee's basic annual earnings or \$400,000. Optional life insurance coverage shall be available to employees by payroll deduction.

Section 125 Plan

17.3 The Board shall provide for teacher contributions to life, health, dental, and vision insurance programs to be made with pre-tax dollars under Section 125 of the IRS Code. Teacher 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 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 May 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 A teacher may make employee contributions to a Dependent Care Spending Account provided the teacher 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 A teacher 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 teachers, 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 coverages 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.

17.5.1 Option 1 is a triple option plan. The employee will be able to select, at the time service is needed, a triple option (POS, PPO, indemnity) plan. The employee price tag will be 10% of the annual premium through 2006-2007 according to the schedule In Appendix B.

The Board shall provide a discount prescription card for 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. The co-pay through 2006-2007 shall be \$13.00 per prescription for generic drugs.

17.5.2 Option 2 Employees may choose to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO. The employee will pay ten percent (10%) of the cost of the annual HMO premium for each market through 2006-2007, provided it is the exclusive HMO vendor in the market. When two (2) or more HMO's are offered in a market, the employees' cost will be calculated on the difference between the cost of the lowest annual premium of the HMO's offered in the market and the Board's contribution. A prescription drug benefit is included with each HMO offered. The employee price tag will be according to the schedule In Appendix B.

17.5.3 Option 3 is a Medicare Supplement Plan with specific coverages comparable to the existing plan. This plan will only be available to retirees who have attained the age of 65. The Medicare-eligible retiree price tag will be according to the schedule in Appendix B. The limit on major medical coverage shall be \$300,000. The major medical cash deductible shall be two hundred fifty dollars (\$250) per family member, shall be limited to two (2) per family benefit year, and shall be limited to a total deductible of six hundred dollars (\$600) per family. The major medical coverage shall provide for 80/20 co-insurance up to \$200 with 100% payment thereafter in each benefit year. The maximum out-of-pocket cost to the retiree for major medical will be six hundred fifty dollars (\$650) per individual per year of deductibles and co-insurance.

Adult Hearing Aids

17.6 Beginning In 2003-2004, coverage for adult hearing aids will be included in the health plans offerings provided by the Board. The incremental annual cost for the benefit for Medicare-eligible retirees will be 90% paid by the retiree.

Insurance--Family of Deceased Teacher

17.7 The Board will pay full premiums for health, dental and vision insurance for the spouse and/or family of any teacher who dies in service, for a period of one year, providing the teacher 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 health insurance or an optional HMO for teachers with ten (10) years or more service with the Board, including military service time recognized by

the Board, who retire under the Maryland State Teachers' Retirement or Pension System. Specific price tags for available plans will be according to schedules contained in the Retiree Enrollment Guide. Contributions by the Board shall be made in accordance with the following schedule:

	Options 1 & 2	Option (Only for retirees age 65 and over) 3
10-19 years of service	50%	30%
20-29 years of service	75%	55%
30 or more years of service	90%	70%

17.8.1 The Board shall reimburse teachers or retired teachers who have attained the age of 65, for their cost of Medicare--Part B (Medical) in accordance with the following schedule:

10-19 years of service	30%
20-29 years of service	55%
30 or more years of service	70%

17.8.2 The Board shall continue to provide the payment set in Section 17.8 or 17.8.1 for one 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 June 30, 2007. The employee price tag will be according to the schedule in Appendix B.

17.9.2 The specific coverages 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 teachers.

Vision Insurance

17.10 The Board shall provide an optical plan jointly selected by the Board and employee organizations.

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 teachers working for a significant part of the school day in laboratories, shops, or other areas where, because of

potential danger to the teacher's eyes, state law requires the use of such glasses.

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

18.1.2 This service for the teacher 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 a teacher's prescription needs to be changed, upon the approval of the appropriate administrator with the advice of the teacher's ophthalmologist or optometrist.

Transportation Reimbursement

18.2 The necessary use of the teacher'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 principal. Reimbursement will be made twice during the year, subject to the approval of requests from the principal submitted on the appropriate form. No reimbursement of less than fifteen dollars (\$15) will be paid to a teacher during any six-month period; except that the final reimbursement for a teacher 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, Assistant Superintendents, 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.
- (c) Teachers assigned to two (2) or more schools 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 teacher is assigned.

18.2.4 When computing mileage for meetings in other schools, the teacher'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 teacher who wishes to avail himself/herself of this service. The Board shall arrange for a tuberculosis skin-testing program for all teachers as required by law.

ARTICLE XIX - Ad Hoc Study Committees

Definitions

19.1 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.

ARTICLE XX - School Calendar

Calendar

20.1 The school calendar shall contain not more than 191 duty days for 10-month teachers.

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, teachers 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 teacher will determine his/her own work schedule for these days. Whenever possible, at least two full days, or one full uninterrupted day and two half-days, shall be guaranteed for teachers 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 teacher 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 teacher or group of teachers 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, unless otherwise noted, from July 1, 2003 and shall continue in effect through June 30, 2007, except as follows. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 05 through FY 07 will be limited to wage reopeners, i.e., wages beyond the minimum salary requests made by the Board of Education for each these three (3) fiscal years, and three (3) Articles selected by each respective party. The Board of Education will request a 2% annual minimum salary adjustment for FY 05; a 2% annual minimum salary adjustment for FY 06; and a 3% annual minimum salary adjustment for FY 07. The Board of Education and the Association are committed to work toward exceeding each of these annual minimum salary request levels. Implementation of any fiscal provision of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and County Council of Baltimore County.

FOR THE BOARD:

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Consultant:

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**APPENDIX A
SALARY SCHEDULE
STANDARD PROFESSIONAL OR
ADVANCED PROFESSIONAL CERTIFICATES
2003-04
-TEN MONTHS-**

<u>STEP</u>	<u>BS</u>	<u>MS or APC</u>	<u>MS or APC +30</u>	<u>MS or APC +60</u>	<u>DR</u>
1	33,364	34,975	36,809	38,032	39,009
2	33,710	35,562	37,413	38,649	39,637
3	34,103	36,048	37,966	39,120	40,085
4	34,915	37,215	39,319	40,444	41,388
5	35,696	38,468	40,624	41,778	42,701
6	36,872	39,992	42,289	43,443	44,366
7	38,053	41,516	43,954	45,108	46,031
8	39,240	43,039	45,619	46,773	47,696
9	40,426	44,563	47,284	48,438	49,361
10	41,565	46,086	48,965	50,109	51,042
11		47,620	50,646	51,790	52,723
12		49,158	52,353	53,471	54,404
13		50,696	54,113	55,153	56,085
14		52,235	55,689	56,834	57,766
16		54,168	57,738	58,891	59,815
19		56,154	59,866	61,019	61,943
22		58,141	61,994	63,148	64,071
25		60,128	64,123	65,276	66,199
28		62,115	66,251	67,404	68,328

APPENDIX B

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2003 – 8/31/2004

Medical Insurance	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 4,335.48	\$ 433.60	\$21.68
Parent/Child	8,590.80	859.00	42.95
Husband/Wife	10,347.36	1,034.80	51.74
Family	11,666.28	1,166.60	58.33
Kaiser Permanente HMO (Maryland Only)			
Individual	\$3,143.16	\$314.20	\$15.71
Parent/Child(ren)	5,972.16	597.20	29.86
Husband/Wife	7,386.60	738.60	36.93
Family	9,429.60	942.80	47.14
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$3,590.52	\$359.00	\$17.95
Parent/Child	7,001.40	700.00	35.00
Husband/Wife	7,899.00	789.80	39.49
Family	11,309.88	1,130.80	56.54
Dental Insurance			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$243.60	\$85.20	\$4.26
Parent/Child or Husband/Wife	527.76	184.60	9.23
Family	800.28	280.00	14.00
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$277.80	\$119.40	\$5.97
Parent/Child or Husband/Wife	582.48	239.20	11.96
Family	978.36	458.00	22.90
CIGNA Dental DHMO			
Individual	\$304.08	\$145.60	\$7.28
Parent/Child or Husband/Wife	582.84	239.60	11.98
Family	876.24	355.80	17.79
Vision Insurance Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$31.20	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	100.68	69.60	3.48

**All employee benefits deductions are taken from 20 pay periods between September and June.*

APPENDIX C

**APPENDIX D - EXTRA COMPENSATION
2003-04**

INTERSCHOLASTICS -- Varsity Head Coach*

\$1,592	\$2,387	\$2,727
Allied Sports (per season)	Field Hockey	Volleyball
Cheerleading (Spring)	Soccer	
Middle School Coaches	Cheerleading (Winter)	\$2,955
	Baseball	Indoor Track
	Lacrosse	
\$1,932	Softball	\$3,637
Badminton	Tennis	Basketball
Cheerleading (Fall)	Track & Field	Wrestling
Cross Country	Certified Athletic	
Golf	Trainer (per season)	\$4,091
	Athletic Directors	Football
	(per season)	

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

ACTIVITIES

\$796	\$1,592	\$1,932
Band**	AV Coordinator	Band**
Chess	Band**	Forensics**
Class Advisor -- Freshman	Class Advisor -- Junior	Newspaper**
Class Advisor -- Sophomore	Class Advisor -- Senior	Student Council --
Destination Imagination **	DECA	High School
Drama -- Middle School	Destination Imagination**	
Future Teachers of Maryland	Drama -- High School	\$2,387
Honor Society	Drama -- Technical Theatre	Band**
HOSA	FBLA	FFA
It's Academic	Forensics**	Forensics**
Key Club, Rotoract, etc.	Intramurals	Newspaper**
Literary Magazine	Newspaper**	
MESA	Odyssey of the Mind**	
Mock Trial	SOEP	
NAHS	VICA	
NVHS	Vocal Music	
Odyssey of the Mind**	Yearbook	
Quiz Bowl	Student Service Learning**	
SADD		
School Store		
Student Council -- Middle School		
Student Service Learning**		

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

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