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**MASTER AGREEMENT**

between the

**Teachers Association of  
Baltimore County, Md., Inc.**

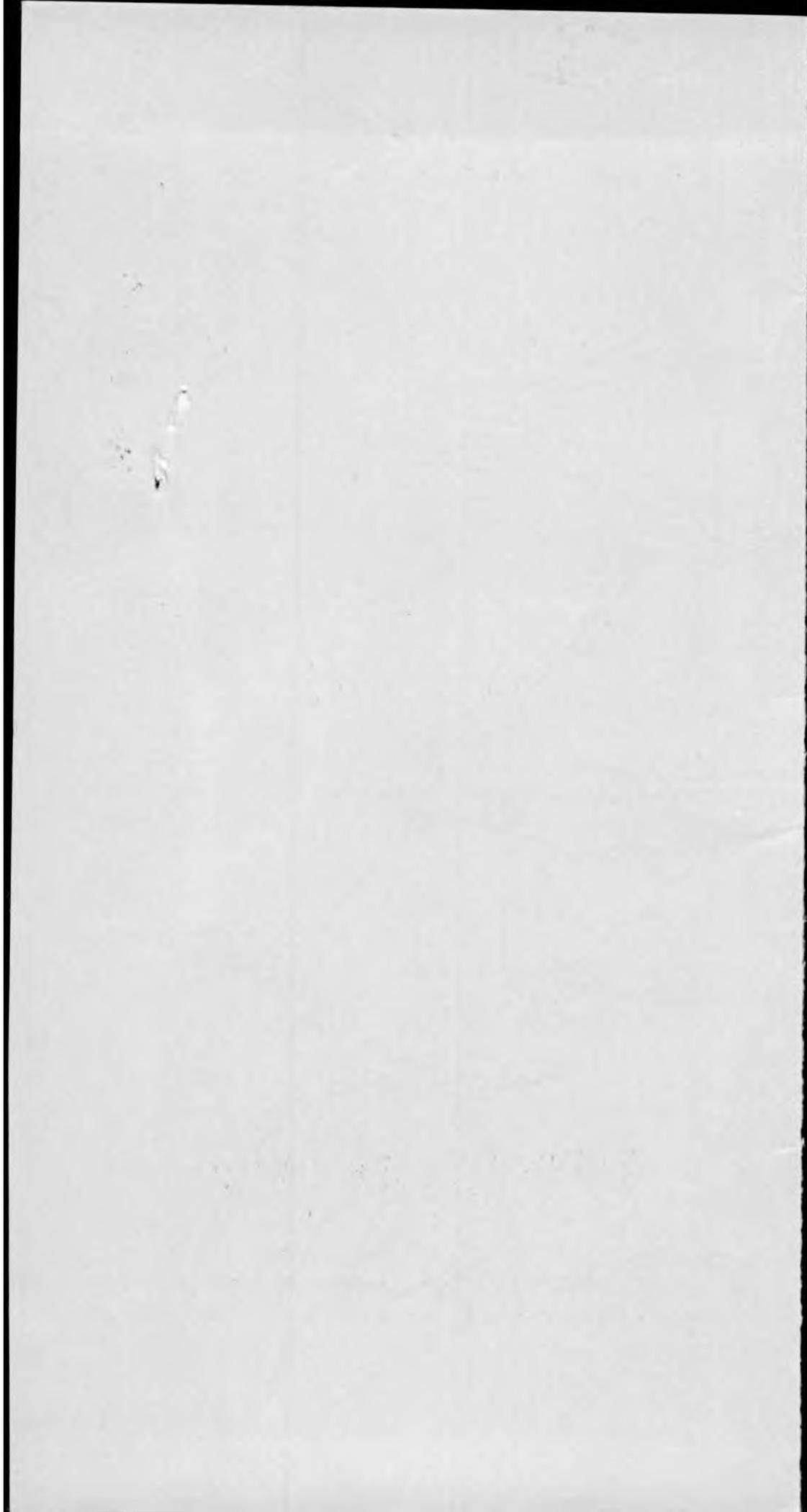
and the

**BOARD OF EDUCATION  
OF  
BALTIMORE COUNTY**

**July 1, 1978—June 30, 1980**

July 1, 1981—June 30, 1982







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between the

**Teachers Association of  
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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 certificated, professional 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, legal dependent of the employee, a person residing as a member of the household where the employee is making his home, or any other person so interpreted by the Board.

8. Close Relative — Grandmother-in-law, grandfather-in-law, brother-in-law\*, sister-in-law\*, uncle by blood or marriage, aunt by blood or marriage, nephew or niece by blood or marriage, or first cousin.

9. The male or female gender shall be read to include the other.

\*Classified as immediate family only for purpose 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 except the Superintendent of Schools 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.

## **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

### **Article III**

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 term of office. During his term in office, his 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 make every effort to return the president on leave of absence to the same position held when leave of absence was granted, providing such arrangements can be made without involuntarily transferring teachers in the school.

#### **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 judgement of the principal, there is no interruption to the program of instruction. Upon the representative's arrival at any school, he shall confer with the principal, or his designee, in order to facilitate the visit.

#### **Use of Facilities**

**3.4** The Association shall have the right to use school building for any legal purpose, without cost, to hold meetings with the faculties of such

## **Article III**

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.

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, 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 designee. The Association shall pay for the cost of all materials and supplies incident to such use and shall be liable for any damage resulting from such use.

**3.4.1** 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 the 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 chairman of the faculty council, or his designee, and the chairman of the Association's faculty representative, or his designee, shall have the privilege of:

### **Article III**

**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 intercommunications 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 function 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 of 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 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 reserves the right to refuse to deliver any material or communication which it deems to be illegal or libelous.

#### **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

## **Article III**

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 to the Association the names and addresses of new teachers hired as soon as the teachers are notified of their appointments.

### **Preschool Orientation**

**3.10** During preschool orientation in each school, the Association's faculty representatives shall be provided with thirty (30) minutes wherein they may explain the Association's purposes and activities. The allotment for the time period shall be coordinated with the principal. Attendance at such meetings shall be voluntary; and teachers not attending the meetings shall engage in professional work.

### **Communications from Staff**

**3.11** 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 principals. A copy of such communications shall be distributed to the chair-

### **Article III**

man of the faculty representatives by the principal of each school. 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 Deduction, Dues**

**3.12** The Board shall provide for payroll deduction of dues to the Associations (TABCO, MSTA and NEA) for the duration of this Agreement. Upon termination of employment, the Payroll Office shall deduct the balance of unpaid dues to the Associations 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.

**3.12.1** Deduction of Association dues will remain in effect unless a teacher withdraws from membership prior to September 15 by notifying the Association in writing.

#### **Payroll Deduction, Other**

**3.13** The Board shall provide for payroll deduction of the following Association sponsored or coordinated programs:

**3.13.1** Income Protection Insurance—Income protection insurance with the Harford Accident and Indemnity Company. (Washington National Insurance is also available through Board deductions.)

**3.13.2** Investment—The Board shall provide for payroll deduction service for Merrill, Lynch, Pierce, Fenner & Smith, Inc.

**3.13.3** Tax Sheltered Annuities—Tax sheltered annuities are made available to teachers from

## **Article III**

four (4) commercial carriers: The Lincoln National Life Insurance Co., the NEA-Horace Mann, the Prudential Insurance Company, and the Variable Annuity Life Insurance Company. The teacher may also enter into a sheltered annuity with the Maryland State Teachers' Retirement System.

**3.13.4** Banking through First American Bank and First National Bank.

**3.13.5** Camp Genyara.

**3.13.6** KidCare

**3.13.7** Automobile and homeowner's insurance through The Travelers Insurance Company.

**3.13.8** 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 Association to negotiate the substitution of new carriers for any of the above named carriers.

**3.13.9** 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**

**3.14** 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.

**3.14.1** When an Association representative's presence is requested by the Board, category (a)

### **Article III**

would apply. Representation at instructional conferences or meetings of the Commission on Teacher 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 in category (b).

**3.14.2** The President of the Association or his designee shall, in writing, to the Director 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 absence are reasonable and whether they would fit in category (a) or (b) above.

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

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

## Article III

### Superintendent-Association Meeting

3.15 The Superintendent and his designated representatives shall meet at least semi-annually with the President of the Association and his 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

3.16 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

3.17 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 monthly in the central area of the County. Exceptions to the monthly limitation may be made upon approval of the Director of Staff Relations, providing such request is made by the Association at least five (5) days in advance of the meeting.

3.17.1 Upon the affirmative recommendation of the faculty council, the chairman 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

### **Article III**

other duties that may interfere with the performance of their representative duties.

#### **No Violations**

**3.18** The Board agrees not to contract for working conditions which violate this Agreement.

#### **Exclusive Rights**

**3.19** 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**

**3.20** 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.

#### **Purpose**

**4.2** The basic purpose of the faculty council is to establish and maintain positive relationships and

## **Article IV**

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 (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.

## **Article IV**

### **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 Area Assistant Superintendent, except that if the complaint relates to a provision of the Agreement, the faculty council may file a grievance.

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

### **No Sanctions**

**4.6** The Board and the Association agrees 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.

## **MEETING WITH DIVISION OF INSTRUCTION**

**4.7** Staff members, designated by the Superintendent, shall meet with representatives of the

Association on a regularly scheduled basis to discuss curriculum matters and to receive recommendations concerning policies relating to curriculum and instruction. The parties may create subcommittees to study curriculum topics as they deem desirable.

**Consideration of Recommendations**

4.7.1 The Division of Instruction shall give careful consideration to all recommendations made by representatives of the Association.

**ARTICLE V**

**Teacher Rights, Privileges and Responsibilities**

**Non-duty Hours**

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

**Non-discrimination**

5.2 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, or marital status. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage as defined in this Agreement, without just cause.

## **Article V**

### **Confidential Information**

**5.3** 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**

**5.4** Full rights of citizenship shall be guaranteed to each teacher.

**5.4.1** The Board and the Association recognize the rights 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.

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

**5.4.3** 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.

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

**5.4.5** A teacher whose performance has been rated satisfactory shall be granted leave of absence without pay for the purpose of running for or

## Article V

serving in a public office, if such participation interferes with his assigned duties. The teacher shall make the request for leave of absence at least thirty (30) days prior to the effective date.

**5.4.6** 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**

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

### **Job Security**

**5.6** In all cases of layoff, systemwide 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 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.

**5.6.1** Seniority shall include uninterrupted service and approved leave time computed from the first day of employment.

**5.6.2** Teachers on layoff shall be recalled in order of their seniority as vacancies become available for

## **Article V**

which they are certified. 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 (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 certificated shall forfeit recall rights.

**5.6.3** As teachers are recalled from layoff, tenured teachers on approved unpaid leaves of absence who have properly notified the Department of Personnel by April 1 of their intention to return to active duty status will be placed in available positions prior to probationary teachers who have been placed on the layoff list.

**5.6.4** 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.

**5.6.5** 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.

**5.6.6** 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

## Article V

If earlier, will be eligible to request an academic leave.

### **Demotions**

5.7 No individual whose position is titled other than teacher and who received compensation greater than that for which he/she would be eligible with the title of teacher shall be transferred or reassigned to a position which is not so titled and compensated except by action of the Board upon recommendation of the Superintendent of Schools. The teacher will be notified that such action is pending at least thirty (30) days in advance. Such a transfer or reassignment is grievable on the grounds of arbitrariness or failure to follow procedures.

5.7.1 A reduction in a responsibility factor which is caused by a fluctuation in pupil enrollment or by a change in an instructional program shall not be deemed a demotion. However, salary will not be reduced within a contract year because of such changes.

### **Interoffice Mail**

5.8 Mail directed to teachers through the interoffice system will be delivered to teachers in the unopened interoffice envelopes.

### **Student Grades**

5.9 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 area assistant superintendent whose decision shall not be arbitral.

## **Article VI**

# **ARTICLE VI**

## **Negotiation Procedures**

### **Designation of Negotiators**

6.1 Prior to September 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.

6.1.1 Prior to October 15 of each year, the Board and the Association shall each designate in writing, to the other, 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.

6.1.2 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**

6.6 Requests by the Association to amend the existing Agreement must be submitted in writing no later than November 1 of each school year in which the contract expires. The representatives of the Board shall submit a counterproposal in writing to the Association no later than the second meeting following the November 1 deadline.

6.2.1 Any proposed changes in an existing agreement between the Board and the Association shall be made as follows: Material to be deleted shall be placed in parenthesis; material to be added shall be underlined.

## Article VI

### Time Limit—Impasse

6.3 Negotiation on all items submitted must be completed by December 15 unless the impasse procedure provided in the negotiations law is used.

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

6.3.2 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 public school employer and the employee organization.

6.3.3 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

6.4 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 December 15 (or the report of an impasse panel), the parties shall notify each other of the results of the voting.

6.4.1 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

## **Article VI**

(7) calendar days' notice. This time may be reduced by mutual consent.

### **Meetings**

**6.5** 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**

**6.6** 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**

**6.7** 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.

### **Renegotiation**

**6.8** 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.

## **Article VI**

**6.8.1** 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**

**6.9** 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 costs for printing. Distribution will be made by the Association.

### **Non-arbitral**

**6.10** A dispute related to this article is not subject to arbitration.

## **ARTICLE VII 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 immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of his problem. Where alternative appeal procedures may be available, the selection of one will be deemed to be a waiver of all others.

## **Article VII**

### **7.1 DEFINITIONS**

1. **Teacher:** A teacher is defined as any member of this bargaining unit.
2. **Grievance:** A grievance is a complaint by a teacher, 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 person or persons, 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:** Days shall refer to duty days unless otherwise specified. 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)

**7.2** A teacher who feels he has a grievance shall discuss it, either orally or in writing, with his immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or his first knowledge thereof. The informal discussion of problems and the continuous interchange of views between teachers and their prin-

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cipals, and between staff members and their immediate administrative supervisors, is encouraged in order to resolve as many disputes as possible informally.

**Level I**—If a teacher is not satisfied with the disposition of his claim at the informal level, he may submit his grievance in writing on the appropriate form (see Appendix D) within ten (10) days, following the reply at the informal level, to his Assistant Superintendent or other appropriate administrator. Such individual shall within ten (10) days of receipt of the grievance inform the grievant as to the disposition of his claim.

**Level II**—If a teacher is not satisfied with the disposition of his claim at Level I he may appeal in writing to the Superintendent or his designated representative within ten (10) days. The Superintendent or his designated representative shall inform the grievant as to the disposition of his claim within ten (10) days of the receipt of the appeal at this level.

**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.

**7.3** 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.

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The parties will then be bound by the rules and procedures of the American Arbitration Association.

**7.3.1** The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. He 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 aggrieved teacher or teachers, the Association and the Board.

**7.3.2** 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.

**7.4** Grievance forms and attendant papers shall not be placed in a teacher's personnel file.

## **ARTICLE VIII**

### **Protection of Teachers**

#### **(Personal Injury Benefits and Property Loss)**

##### **Procedure in Case of Assault**

**8.1** Any case of assault upon a teacher while acting within the scope of his duties shall be promptly reported in writing to his principal who shall forward the report to the Assistant Superintendent. In situations requiring immediate attention, the principal shall report to the Assistant

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Superintendent by telephone. The scope of the teacher's duties, in such cases involving assaults, shall be defined to include any extracurricular activity or duty, whether school-sponsored or PTA-sponsored.

8.1.1 Upon receipt of the report, the appropriate administrator shall comply with any reasonable request from the teacher for information in his possession relating to the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts. The principal, Assistant Superintendent, or a member of the Superintendent's staff will appear with the teacher at any consequent hearing.

8.1.2 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—Assault**

8.2 In the event that a teacher has any clothing or other personal property damaged or destroyed as the result of an assault 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 Worker's Compensation or insurance. This benefit shall have a five dollar (\$5.00) minimum clause.

### **Property Loss—General**

8.3 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:

8.3.1 In the case of personal property, supplies, or materials brought to school to be used as an adjunct to instructional activities, a written request

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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 reviewed annually.

**8.3.2** No coverage shall exceed six hundred fifty dollars (\$650).

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

## **ARTICLE IX**

### **Teaching Conditions**

#### **GENERAL**

##### **Hazardous Conditions**

**9.1** 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.

**9.1.1** 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.

##### **Suggestions**

**9.2** The Board encourages teachers to present proposals for improvement of the school system in accordance with policy 2460.1.

##### **Charitable Contributions**

**9.3** No individual school quotas for charity campaigns will be established. Teachers who do

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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**

**9.4** 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**

**9.5** The responsibility for the selection, orientation and employment of substitutes rests at the local school level. The principal, or his designee, shall be responsible for obtaining qualified substitutes.

**9.5.1** The central office shall assist the local schools in obtaining the best possible substitutes 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.

**9.5.2** 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

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effort will be made, when appropriate, to provide substitutes for librarians.

### **Regular School Day**

**9.6** 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.

**9.6.1** In special programs where pupils have a daily schedule of less than six and one-half (6½) 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.

**9.6.2** 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 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.

**9.7** In addition to classroom responsibilities, the following activities will be considered part of the normal assignment for teachers:

**9.7.1** Conducting a daily homeroom period.

**9.7.2** Attending professional faculty meetings approximately once per week.

**9.7.3** Supervising evening and night student activities approximately four (4) times per year.

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

**9.7.5** Supervising students as needed before, during and after school in the building and on the playground on a regular duty roster basis.

**9.7.6** Attending PTA meetings in accordance with established policy.

**9.7.7** Attending evening or Saturday professional meetings no more than twice a year.

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

### **Elementary School Schedule**

**9.8** 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.

### **Preparation, Planning, and Duty-free Lunch**

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

**9.9.1** All classroom teachers, including special area teachers of art, music and physical education, shall have time during the school day for preparation and planning, and other professional duties.

**9.9.2** Those in secondary schools shall have at least five (5) unassigned preparation periods per week, with the objective of providing at least one per day. This is assuming a 35-period week.

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**9.9.3** Those in elementary school shall be granted such period when released by a special area teacher and shall have a minimum of two hundred fifty (250) minutes per week for preparation, planning and other professional duties, with the objective of at least five (5) such periods being no less than twenty-five (25) minutes in duration. This does not include before and after school time or the duty-free lunch. If staffing guidelines permit, and are used according to time allotments recommended by the Office of Elementary Education, more time for planning and preparation will be provided. When the organization of a school permits, the principal shall provide planning time each day.

**9.9.4** Teacher preparation and planning periods shall not be imposed upon for unscheduled special assignments.

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

**9.9.6** Every program as itemized by grade and subject in "Description of Courses Which May Be Offered in Baltimore County Senior High Schools," and in the comparable publication describing the junior high 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.

**9.9.7** 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

## **Article IX**

to effect this policy. In such cases, principals may provide additional preparation time for the affected teacher.

**9.9.8** In the event of a dispute regarding a teacher's schedule, an appeal may be made to the appropriate assistant superintendent whose decision shall be final.

### **Faculty Meetings**

**9.10** The principal and his staff, through the faculty council, shall mutually determine the number, type and time of 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.

### **Departmental Meetings**

**9.11** No 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.

### **Non-teaching Duties**

**9.12** The Board shall provide aides 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 shall be expected to do so.

### **PTA Meetings**

**9.13** Teacher attendance at PTA meetings pro-

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vides 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.

**9.13.1** 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.

**9.13.2** Teachers are encouraged to participate in the activities of their PTAs.

### Transporting Students

**9.14** Teachers shall not be required to transport students.

### Staffing

**9.15** The Board shall include in its budget request a sufficient number of teachers to keep the average class size or teacher load at the figure indicated in the table below:

Kindergarten .....	23	.....24*
Grades 1-3 .....	23	.....24*
Grades 4-6 .....	25	.....26*
Sec. Teacher Load .....	137	.....140*

**9.15.1** An analysis will be made by November 15 of class size and each assignment which exceeds this guideline will be reported to the Superintendent and to the Association. The Board will continue to use aides, if possible, to alleviate situations where excessive class sizes exist.

*\*Budgetary cuts by the County fiscal authorities forced an increase to these numbers for 1981-82.*

## Physical Property and Materials

### Grade Books

9.16 Each classroom teacher shall be provided with a grade book and, where appropriate, a planning book which shall be the property of the teacher.

### Manuals and Workbooks

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

### Desks, Chairs, and Files

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

### Carts

9.19 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.

### Duplicating Materials

9.20 Each school shall be provided with serviceable duplicating equipment and adequate supplies of proper duplicating materials.

### Supplies

9.21 The Board recognizes its responsibility to provide adequate supplies and textbooks and to coordinate the ordering of textbooks and ma-

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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 Director of Purchasing, to obtain the needed supplies, materials, or equipment from immediate sources.

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

**9.21.2** 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**

**9.22** 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:

**9.22.1** Well-furnished teacher's lounges of adequate size.

**9.22.2** Adequate, well-lighted and clean restrooms for teachers.

**9.22.3** Adequate, private dining areas for teachers' use.

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

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

**9.22.6** Adequate guidance facilities.

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**9.22.7** Adequate health facilities with an office for the nurse.

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

### **Professional Libraries**

**9.23** 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.

**9.23.1** 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**

**9.24** An adequate portion of the parking facilities at each school shall be reserved for teacher parking.

## **ARTICLE X**

### **Maintenance of Classroom**

#### **Control and Discipline**

##### **Local School Procedures**

**10.1** An appropriate student disciplinary procedure should be developed, in accordance with Board

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policies, for each school building by the faculty council and the administrative staff after consultation with members of the student body.

### **Authority of the Teacher**

**10.2** Discipline in the classroom is basically the responsibility of the teacher. A teacher may exclude a pupil from his 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 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 designee, who will make such determination after consultation with the teacher and notification to the teacher of the action taken by the administrator.

**10.2.1** 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.

**10.3** If the teacher disagrees with the decision of the principal in readmitting a pupil to his class, he may have an immediate appeal to his Assistant Superintendent. The decision of the Assistant Superintendent on the assignment of the pupil is not subject to arbitration.

## ARTICLE XI — Absences & Leaves

### General Provisions\*

11.1 In granting a leave of absence to a tenure teacher, the Board obligates itself to offer, as soon as possible, to the teacher, upon expiration of the leave, employment of as nearly comparable a status as possible at the time, without creating a new position or transferring another teacher.

11.1.1 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 prior to the employment of a new teacher in the subject area which the returning teacher vacated.

11.1.2 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.

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

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

### Academic Activities

11.2 One (1) day is allowed for a teacher to attend his/her own college commencement, his/her

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*NOTE: See Rules 4151, 4152 and 4153 and Policy 4155 for definitions of leaves and additional procedures for administering leaves.*

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spouse's, and his/her children's. The absence will be charged to urgent personal business leave.

**11.2.1** 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.

### **Bereavement Leave**

**11.3** Four (4) consecutive calendar days, beginning with the day of death or the first day after death are allowed if the death is in the immediate family. One (1) additional day will be allowed to those instances of delay of the funeral, the need to travel excessive distances or when required by the tenets of a religious denomination. If further days are needed, those days allowed for urgent personal business may be used.

**11.3.1** One (1) work day is allowed to attend the funeral of a close relative. An additional day, if needed, shall be granted and charged to urgent personal business leave.

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 Leaves of Absence**

**11.4** 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.

### **Family Illness**

**11.5** A teacher may accumulate up to a maximum

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of eight (8) duty days at the accumulation rate of not more than four (4) duty days per year. These days are to be used for absences, without loss of pay, for illness in the immediate family under emergency conditions. The absence is charged to sick leave. This policy shall provide for two (2) days of such leave for a father on the occasion of the birth of a child. (See Rule 4151 for definitions and Rule 4153 for procedures for administering this section.)

### **Absence for Maternity**

**11.6** Under the Federal Law, an absent teacher who is expecting a child and plans to continue employment with the Board after the birth of the child, may use sick leave prior to the following birth of the child. Under this provision of the Federal Law, maternity is treated as a temporary disability, and the teacher must return to work as soon as she is physically able. Such determination by a physician may be required.

### **Maternity Leave**

**11.7** 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, she may apply for a maternity leave of absence under the following conditions:

**11.7.1** Request for maternity leave of absence shall be normally made by completing and forwarding the form, "Application for Maternity 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.

**11.7.2** A maternity 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.

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**11.7.3** Such leave becomes effective following the last day of employment.

**11.7.4** When a maternity 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.

**11.7.5** A teacher on maternity leave will be reinstated in an appropriate position as soon as a vacancy occurs after her request for reinstatement. To facilitate the teacher's return consistent with her desired schedule, she should give as much advance notice of her anticipated return as possible.

**11.7.6** 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.

**11.7.7** The unused sick leave of a teacher who has been granted a maternity leave of absence will be held in abeyance until such time as she returns to active service.

**11.7.8** A teacher on maternity leave of absence will be reemployed in an appropriate position as soon as a vacancy occurs after her request for reinstatement, provided that she has a Professional Teaching Certificate still in effect.

**11.7.9** A teacher holding a Provisional Certificate who is granted a maternity 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.

**11.7.10** A probationary teacher's assignment at the end of a maternity leave of absence will depend

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upon her evaluations and previous effectiveness as a teacher.

### **Military Leave**

**11.8** 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.

**11.8.1** 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.

**11.8.2** If a teacher is a member of the organized militia and is ordered to active duty under the authority of the Governor, he 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.

**11.8.3** 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.

**11.8.4** Extended active duty military leave shall upon request be granted to any teacher entering one of the military services of the United States.

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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 of Personnel believes he/she is qualified by virtue of his/her service, experience and training.

**11.8.5** 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.

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**11.8.6** Teachers who are ordered to extended 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.

### **Sick Leave**

**11.9** A full-time teacher during the first and second fiscal years accrues sick leave at the rate of  $\frac{1}{2}$  of a day for each qualifying biweekly pay period for a maximum of twenty (20) pay periods for 10-month employment and twenty-four (24) pay periods for 12-month employment. The first year for this purpose shall consist of at least (3) month's employment.

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**11.9.1** A full-time teacher in his/her third year of teaching experience, and thereafter, accrues sick leave at the rate of three-quarters ( $\frac{3}{4}$ ) of a day per qualifying pay period for a maximum of twenty (20) pay periods for 10-month employment and twenty-four (24) pay periods for 12-month employment.

**11.9.2** Teachers shall be eligible to accumulate earned sick leave days on an unlimited basis. The Board agrees that a teacher shall be notified during November of the number of sick leave days he/she has accumulated. This information may be obtained at other times by writing to the Office of Payroll.

**11.9.3** Each school year, a teacher will be eligible to use anticipated sick leave days for that year following the time he/she completes one (1) duty day. Teachers are liable for all advanced sick leave. The use of anticipated sick leave for the current year will be retroactive, once the teacher completes one (1) duty day.

**11.9.4** A teacher who, on termination of service with the Board, is indebted to said Board for any amount of advanced sick leave shall have the amount of such indebtedness deducted from his/her earned salary. A teacher must reimburse said Board for any amount of indebtedness for advanced sick leave not covered by any monies due him/her.

**11.9.5** A teacher must be in a pay status for six (6) weekdays in a biweekly pay period to accrue sick leave benefits for the pay period. A teacher on sabbatical leave shall not accrue sick leave.

**11.9.6** A teacher on less than a twelve-month schedule, who is employed for additional periods of duty on a temporary basis, is permitted to use sick leave during these periods. Such a teacher

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shall accrue sick leave for the additional term of employment in proportion to the time worked. 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.

**11.9.7** A teacher on a leave of absence requiring Board action does not accrue sick leave time.

**11.9.8** 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.

**11.9.9** The Board shall reserve the right to give special salary consideration beyond accumulated sick leave to teachers who face serious financial hardship. In each instance the decision of the Board shall be based on the circumstances of the particular case.

**11.9.10** 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 reemployed in September of the following calendar year.

**11.9.11** A teacher who leaves the employ of the Board shall be granted leave eligibility accumulated during prior service if he/she return 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.

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- (b) Employment in another educational 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**

**11.10** 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.

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

**11.10.2** This leave of absence is granted without pay. If the teacher carries a minimum of twelve hours each semester, the time spent on academic leave of absence will be included in computing eligibility for an increment.

**11.10.3** Upon return from academic leave, this teacher will receive the full yearly increment, provided he/she has fulfilled the plans approved by the Superintendent.

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

**11.10.5** 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**

**11.11 Eligibility and Limitation**

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.

**11.11.1** 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.

**11.11.2** Satisfactory, continuous, active service is construed as meaning uninterrupted professional service in the system.

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

**11.11.4** 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.

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

**Procedures**

**11.11.6** 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

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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.

**11.11.7** The teacher must present, with his application, an outline of proposed study to be undertaken while on leave.

**11.11.8** A program of full-time graduate study of 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 the leave.

**11.11.9** The number of sabbatical leaves available during any one school year shall be equal to 0.50% \* of the teachers.

**11.11.10** 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**

**11.11.11** The salary for a teacher on sabbatical leave shall be determined on the basis of year of commitment for employment by the Board upon returning from the sabbatical leave. A teacher who commits himself/herself to at least two 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.

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*\*Budgetary cuts by the County Executive forced reduction from a negotiated level of 0.50% to ten [10] sabbatical leaves for the year 1981-82.*

## **Article XI**

**11.11.12** 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.

**11.11.13** 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.

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

**11.11.15** 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**

**11.12** 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.

**11.12.1** Application and approval must be secured before the absence begins.

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

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

## **Article XI**

### **Urgent Personal Business Leave**

**11.13** Each teacher shall be entitled to a maximum of three (3) days of urgent personal business leave annually. When any one day of this leave is used during any year, a teacher may use the day by submitting twenty-four (24) hours in advance to the principal (or other appropriate administrator) a letter or card stating the reasons or indicating the request is for "urgent personal business." The principal (or other appropriate administrator) may make exception in case of a demonstrated need. The use of the reason "urgent personal business" leave may, at the teacher's discretion, occur on the first, second or third occasion of the use of personal business leave. To qualify for the use of the other two (2) days of such leave, the employee must state the reason for such leave in advance to the principal (or other appropriate administrator).

**11.13.1** Personal business leave may be used by teachers when the opening of a college summer session precedes the last duty day for teachers. This leave shall not interfere unduly with the program of instruction and shall be subject to approval by the Area Assistant Superintendent. If a teacher has used his personal business leave, up to three (3) additional days may be taken, with loss of pay, for this purpose.

**11.13.2** Personal business leave may be used by a teacher for his wedding if the ceremony cannot be scheduled during normal holiday or vacation periods. Such use of personal business leave may not be within five (5) days of a holiday.

**11.13.3** 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 September.

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**11.13.4** Personal business leave may not be used immediately prior to the end of the school year, except as provided in 11.13.1 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**

**11.14** Teachers will be permitted a total of five (5) days for religious holidays and personal business; however, no more than three (3) may be used for personal business. Once three (3) days are used for personal business and/or religious holidays, the unused additional two (2) days may not be accumulated as sick leave. In determining these holidays, the Superintendent will request recommendations from appropriate religious authorities. 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.

### **Intervisitations**

**11.15** Funds shall be provided to allow teachers to have intervisitations or to conduct field trips, and substitutes will be provided to assume responsibility for classes, if necessary, subject to administrative approval by the Division of Administration.

### **Court-related Leave**

**11.16** Teachers may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally-established court. Such absence is not charged to sick leave. A teacher receiving compensation for this duty shall receive his regular salary, less any compensation for such duty, unless the teacher is a defendant in a court proceeding.

## **Article XI**

**11.16.1** If a teacher defendant is deemed by a court to be innocent, the teacher shall be paid retroactively for time lost because of summons.

### **Sick Leave Bank**

**11.17** 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.

**11.17.1** The definition of sick leave shall be that leave that is granted to a teacher who through personal illness, injury, or quarantine is unable to perform the duties of his or her position. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on non-duty days. 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.

**11.17.2** 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 Director of Personnel. 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.

**11.17.3** The Director of Personnel shall approve bank grants as being within the limits of the bank balance, that the illness is of a disabling nature and that sick leave is exhausted. Requests meeting the

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above will be forwarded to the Office of Payroll as authorization for payment.

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

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

**11.17.6** 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.

**11.17.7** Only earned or anticipated sick leave may be contributed to the bank; annual and personal leave may not be contributed.

**11.17.8** 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 employees may contribute within the first thirty (30) days after the effective day of employment.

**11.17.9** 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.

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

O to 120 days of accumulated sick leave—1½ days

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

F 181 or more days of accumulated sick leave—½ day

## **Article XI**

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.

**11.17.11** 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 of another unit within the school system.

**11.17.12** 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 in this Agreement.

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

**11.17.14** Members shall be permitted to use the bank for personal illness occurring after November 1, 1978. Thereafter, 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 -

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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.

**11.17.15** 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.

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

### **Personal Injury Leave**

**11.18** 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 Worker's Compensation Laws of Maryland, the teacher will be paid his/her full salary, less the amount of any Worker's Compensation Award made for temporary disability due to said injury for the period of such absence up to twenty-four (24) calendar months. No part of such absence will be charged to the teacher's sick leave. Personal injury leave shall cease when the period covered by the Worker's Compensation Law has expired. 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.

## **ARTICLE XII**

### **Observation, Evaluation and Files**

#### **Observation Procedures**

**12.1** The Superintendent's designees have the responsibility of observing the teacher's work in

## **Article XII**

and out of the classroom. Any written observation report or verbal conference based on such an observation shall be for the purpose of advising the teacher of his/her strengths and weaknesses, including suggestions for improvement and, when appropriate, advising the teacher in the event previously made suggestions are not being implemented.

**12.2** All observations of the teaching performance of any teacher shall be conducted openly and with the full knowledge of the teacher.

**12.2.1** If a duplicate lesson plan is required for the observer(s), the teacher shall be given at least two (2) days notice prior to the time of the announced observation.

**12.2.2** If, within seven (7) duty days of the receipt of written suggestions pertaining to a second observation, the teacher requests a third observation, an evaluation form shall not be completed until this third supervisory visit has been made.

**12.2.3** No teacher shall receive adverse comments from any observer in the presence of pupils.

**12.2.4** Following an observation that is less than satisfactory, the observer shall suggest ways of improving. These suggestions will be put in writing and given to the teacher within seven (7) duty days.

**12.2.5** Classroom observations shall be conducted for at least thirty (30) minutes, unless that instructional activity requires a lesser period of time.

**12.2.6** Formal classroom observations of a tenured teacher with a multi-school assignment will be coordinated so that the observations are reasonably

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spaced and not excessive in number. More frequent observations may be made of a teacher who has been judged less than satisfactory, or requests additional observations.

**12.3** The reports of observations shall accurately reflect the behavior observed. Any written observation report shall indicate whether the lesson is satisfactory, needs improvement or is unsatisfactory. These reports are to be signed by the observer.

### **Observation Procedures— Probationary Teachers**

**12.4** In addition to the procedures in Section 12.1 through 12.3 the following provisions shall apply to teachers without tenure:

**12.4.1** They shall be observed at least twice during each semester on reasonably spaced occasions.

**12.4.2** A teacher without tenure shall be observed by more than one qualified person each year, as determined by the Superintendent.

**12.4.3** Within ten (10) duty days of each observation, the observer will hold a conference with the teacher at which time the written observation report shall be discussed. The report should include, where appropriate, favorable comments, criticisms, and specific recommendations for improvement.

### **Evaluation**

**12.5** The Superintendent's designees have the responsibility of evaluating the effectiveness of teachers. They will evaluate teacher's work in and out of the classroom.

## **Article XII**

**12.5.1** Each teacher shall be given a copy of his evaluation report and shall have the opportunity to discuss that report with his supervisor and/or principal. He shall have the right to make written responses which shall become part of his files and he shall, no later than three (3) duty days after receiving the report, be required to sign the report. His signature does not necessarily indicate agreement with its contents.

**12.5.2** Any unusual circumstances or conditions which may have had an effect on the teacher's performance during an observation shall be recorded on the evaluation report. Should an evaluation show a teacher's performance as needing improvement, comments relating to the areas in which improvements are needed shall be included on or with the evaluation form.

**12.5.3** In the event a teacher is not evaluated in a given year, it shall be assumed the teacher's performance was satisfactory for that year.

**12.5.4** Any adverse evaluation of a teacher's performance filed by the teacher's supervisor and/or principal may be subject to the grievance procedure, but only on the grounds of arbitrariness, discrimination, or failure to follow procedures.

**12.5.5** The Board may assign such personnel as it deems necessary to evaluate teachers.

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

### **Evaluation—Probationary Teachers**

**12.6** In addition to the above, the following shall apply to probationary teachers:

## **Article XII**

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

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

**12.6.3** Provision shall be made for an overall assessment by the evaluator which clearly indicates a satisfactory or unsatisfactory rating.

**12.6.4** Except for bona fide reductions of staff, the Superintendent's recommendation as to non-renewal of contract of probationary teachers shall be based on the evaluation report, in accordance with these provisions.

### **Evaluation of Administrative Personnel**

**12.7** Administrative personnel shall be evaluated as provided for in the "Manual of Policies and Regulations," Policy 4117, and on the forms therein contained. Such evaluations shall be subject to the grievance procedure on grounds of arbitrariness, discrimination, or failure to follow procedures.

### **Teacher Files**

**12.8** Upon request, each teacher shall have the right to review, at a time mutually convenient, the contents of his file in the central office, excepting, however, any confidential references. At the teacher's request, a witness of his 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.

**12.9** Facilities shall be available for the teacher to make photostatic copies of such contents and records as concern his work or himself, except in circumstances beyond the control of the administrator.

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**12.10** A teacher shall have the right to answer in writing any complaints filed in his personal files, and his answers shall be attached to the complaint and reviewed by the Superintendent or his designated representative.

**12.11** Material of a negative nature shall not be placed in a teacher's file without his knowledge.

**12.12** Any personnel files maintained other than in the central file shall be available for review by the teacher, at a time mutually convenient to 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 XIII**

### **Procedures for Administrative and Supervisory Appointments**

#### **Board Policies**

**13.1** The current policies regarding selection of specialists, supervisors, principals, assistant principals and department chairmen are stated under 4114.1, 4114.2, 4114.3 and 4114.4 in the "Manual of Policies and Regulations" which is available in every school.

#### **Procedures**

**13.2** In addition to aforesaid policies, the Board agrees that:

**13.2.1** The Department of Personnel shall forward to each school, for posting, announcements of vacancies for supervisors, specialists, pupil personnel workers, school psychologists, and

## Article XIII

helping teachers, indicating minimum requirements needed, as well as duties and responsibilities, qualifications, and salary.

**13.2.2** When Career Counseling for Educational Leadership program is to be established, announcements will also be forwarded to all schools. Any teacher or administrator at any time may write to the Director of Personnel indicating his interest in being promoted and this will be shared with the Superintendent's staff as decisions are made. In addition, all members of any eligibility pool shall be notified of all appointments from that pool.

**13.2.3** Prior to the time the Superintendent's staff meets to make recommendations for filling administrative vacancies in the school, the Department of Personnel shall forward to all schools an announcement indicating that those people professionally prepared and interested in being considered for administrative appointments or administrative transfers should so notify the Director of Personnel.

**13.2.4** Such announcements of administrative appointments shall be posted in each school. These requests will be considered as final decisions are made to fill vacancies that have occurred due to retirement, transfers, promotions, and the opening of new schools.

**13.3** The Career Counseling for Educational Leadership Committee shall include a classroom teacher. Committees appointed for the purpose of recommending appointments of supervisors and specialists will include representatives of the central office staff, the elementary and/or secondary administrators, and classroom teachers.

## **Article XIII**

### **Applicants**

13.4 During the third year an application has been active and no appointment has been made, the appropriate Assistant Superintendent shall, upon request review the candidate's application.

### **Grievance Limitations**

13.5 Matters related to promotions may be subject to the grievance procedure, but only for reasons of alleged arbitrariness or failure to follow procedure.

## **ARTICLE XIV**

### **Transfers and Assignments**

#### **Voluntary**

14.1 Any teacher transferred during the school year to a new position shall be allowed one (1) duty day in the school without teaching or other assigned responsibilities.

14.2 Teachers who want to be considered for a change in grade and/or subject assignment in the same school shall file a written statement with the principal not later than March 1. Teachers who want to be considered for a transfer to another school shall file a written statement requesting such consideration with the appropriate Area Assistant Superintendent not later than March 1.

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 assignment. 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 the start of the following school year,

## **Article XIV**

consistent with all other provisions of the Master Agreement. If a question arises as to the action taken, the teacher should feel free to contact his Area Assistant Superintendent to request the reason for the decision.

**14.4** The voluntary reassignment and/or transfer of a teacher should include the consideration of the following:

**14.4.1** Satisfactory evaluations of performance.

**14.4.2** Certificated or tenure teacher with a minimum of two (2) years of service in the initial or same assignment.

**14.4.3** Length of service in Baltimore County except to meet the need for balanced staffing as defined in this Article.

**14.4.4** Contributions staff member could make to students.

**14.4.5** Opportunity for professional growth of staff member.

**14.4.6** Any hardships imposed by not granting the request.

**14.4.7** Availability of a vacancy.

**14.5** Provisionally-certificated teachers will not normally be considered for transfer to another assignment unless, in the judgement of the Assistant Superintendent, such reassignment appears to be in the interest of the conduct of the program of education.

### **Involuntary**

**14.6** Involuntary transfers will be made only to prevent disruption of the instructional program,

## **Article XIV**

to maintain balanced staffing, to implement special programs that require teachers with unique training and talents and in case of emergency. "Balanced staffing" shall be defined as that which provides teachers who have the necessary qualifications to teach specified subject areas and grade levels and also vary in experience, race and sex.

**14.6.1** Subject to one or more of the conditions set forth above, as between two (2) or more properly certificated teachers, seniority determined by the length of continuous service in the Baltimore County Public School System shall determine who is to be involuntarily transferred, and the least senior teacher shall be transferred.

**14.6.2** Teachers in closed schools will be given the opportunity to transfer to vacancies made available as a result of the closing of their school, prior to any other transfer considerations. Beginning with the teacher with the greatest seniority, 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. However, where the Board can show a need for sexual or racial balance on the staff of a receiving school, teachers of the appropriate sex or race will be offered such transfers in order of seniority among teachers of that sex or race from the closing schools. Any teacher declining or not receiving such a transfer opportunity will be declared excess and handled as involuntary transfers in accordance with the other provisions of this Article.

### **Order of Transfer**

**14.7** In effecting voluntary transfers and involuntary transfers of excess teachers, the following procedures shall be followed:

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**14.7.1** Voluntary transfer requests will not be acted upon prior to the identification of excess teachers.

**14.7.2** Subject to balanced staffing considerations as defined in this Agreement, excess teachers shall have first choice as to vacancies for which they are properly certificated in order of seniority by length of continuous service in the Baltimore County Public Schools, except that a teacher with greater seniority who has requested a voluntary transfer may be placed prior to the offering of vacancies to less senior excess teachers. Such a voluntary transfer is subject to the provisions of Sections 14.4 through 14.4.7 of this Agreement.

### **Assignment Out of Field**

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

### **Notification of Assignment**

**14.9** Every teacher on active pay status shall be given a written notice of his 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 can be reached.

## **Article XV**

14.9.1 No changes will be made in any assignments 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 fully certificated teachers for tuition and fee charges up to sixty dollars (\$60) per credit for a maximum of ninety (90) credits for college. Reimbursement will begin at the Bachelor's Degree level and will terminate when sixty (60) credits have been earned beyond the Master's Degree or its Equivalent provided that such courses have been approved by the Superintendent or his designee. There will be a limitation of six (6) credits reimbursement per teacher per year.

15.2 Credits applicable to establish eligibility must be post-baccalaureate graduate level and/or Inservice Workshop credits. Credits used in Master's Degree programs, Master's Equivalent programs and Master's Degree Plus Thirty (30) and Sixty (60) Credits programs must be used to establish eligibility. Teachers who have completed an Equivalent program of thirty (30) semester hours (or thirty-four (34) semester hours under the previous program) are eligible for reimbursement up to sixty (60) semester hours beyond the Equivalent program.

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 Area.

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Personnel Specialist and to be eligible for reimbursement for courses taken for certificate renewal.

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

**15.5** This article shall be administered in accordance with Rule 4113.

### **Inservice Courses**

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

**15.7** Fifteen (15) approved inservice course credits may be counted toward salary placement on the Master's Equivalency schedule. Fifteen (15) credits each may be counted toward the Master's Degree Plus 30 Credits, and Master's Degree Plus 60 Credits schedule.

## **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

## **Article XVI**

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.

### **Salary Errors**

**16.2** When a teacher has been overpaid due to an error on the part of the Board, at least two (2) pay periods must be paid at his/her full correct rate before repayment deductions would be taken from the teacher's pay. In the event of an undetected 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.

### **Responsibility Factors**

**16.3** Responsibility factors for all teachers eligible for such compensation are set forth in Appendix B.

### **Twelve-Month Employment**

**16.4** The differential for twelve-month employment shall be seventeen (17) percent. Any department chairman who has completed one year of a twelve-month employment assignment shall continue to be employed as a twelve-month employee as long as this employee has a responsibility factor. In the case of a department which is reduced in size to the point where normally a twelve-month chairman would not be employed, the assignment of this person shall be maintained only until he can be transferred to a satisfactory position elsewhere. Such a department chairman will be eligible to be considered for a voluntary transfer to another department chairman position in accordance with the provisions of Article XIV relating to voluntary transfers, so long as the department to which he/she is seeking transfer is of equal or greater size to the one currently held, without loss of twelve-month employment. Any desire to transfer should be made know in writing to the appropriate subject coordinator.

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**16.4.1** Any assistant principal who is reduced in rank because of reduction in force shall continue to be a 12-month employee until that person can be transferred to a position with a responsibility factor that includes 12-month employment, or until the person declines such a transfer.

### Workshops

**16.5** Teachers participating in any workshop activities during the summer shall be compensated at the rate of seventeen (17) percent of their regular salaries, which become effective July 1 of each year. Participants in workshops of less than six (6) weeks' duration shall have their salaries prorated in equal proportions, e.g., 4 weeks equal  $4/6 \times 17$  percent. No workshop shall be approved for any teacher at another salary rate.

**16.5.1** The daily salary for workshop participation shall be limited to a maximum of \$97 for 1981-82 and this maximum shall increase in subsequent years by the same average percentage increase applied to the Basic Salary Schedule.

### Summer School

**16.6** All teachers of summer school classes, including driver education classes, shall be paid at the following rates:

6-week summer school classes	
2 classes	14%
1 class	8%
6-week driver education classes	
1 session	14%

**16.6.1** Salaries shall be computed on the teacher's regular salary in effect on July 1 of each year. Summer school teachers shall be selected in

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accordance with Policy 4123 and Rules 4123, 4123.1 and 4123.2.

**16.6.2** In addition to the above rates of payment, the following provisions may be made for special programs:

One-fourth ( $\frac{1}{4}$ ) normal full summer teaching load.

Three-fourths ( $\frac{3}{4}$ ) normal full summer teaching load.

### **Travel Credit**

**16.7** 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:

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

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

**16.7.3** The teacher must submit the Travel Resume Form to the appropriate Area Personnel Specialist upon completion of the trip.

**16.7.4** Travel credit will be counted as inservice credit and included in the maximum of fifteen (15) hours inservice allowed in each program.

**16.7.5** 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

## Article XVI

Master's Degree or Equivalent Program, is not applicable to this policy.

### Adult Education

16.8 Teachers of adult education and evening high school shall be paid at the rate of ten dollars (\$10.00)\* per hour.

### Extended Year Employment

16.9 The Board shall include funds in the budget to increase the number of 10-month teachers on extended year employment.

### Extra Compensation

16.10 When the responsibilities related to non-classroom activities require the time of a teacher on a regular basis, exceeding by 75 hours the duties outlined in Article IX, 9.6 through 9.7 inclusive, it shall be the policy of the Board to compensate the teacher by adjusting the normal assignment or by granting added salary allowances. Activities which qualify for added compensation will be classified into one of three categories. Those in category I will receive one unit of compensation, category II will receive two units, and category III will receive three units. Units of compensation will be interpreted as follows:

- 1 unit—\$380\*\* or unassigned periods increased by 2 periods per week
- 2 units—\$760\*\* or unassigned periods increased by 4 periods per week
- 3 units—\$950\*\* or unassigned periods increased by 5 periods per week.

*\*Budgetary cuts by the County Executive forced reduction of the negotiated rate to \$9.05 per hour.*

*\*\*Budgetary cuts by the County Executive forced a reduction of the negotiated 10% increase to a 5% increase, or \$362, \$724, and \$905 for 1, 2, and 3 units respectively.*

## **Article XVI**

**16.10.1** The activities for which the sponsor may receive compensation, provided the requirements of paragraph 16.10 are met, are listed in Appendix E and have been classified into the appropriate category for compensation.

**16.10.2** For sponsoring one activity which cannot be scheduled during the regular school day and which meets the requirements of paragraph 16.10, the option of released time or salary allotment shall be given to the teacher; for the second, the option rests with the Board; for the third, the option returns to the teacher.

**16.10.3** The Assistant Superintendents shall approve all compensation for extra duty whether it be in adjusted schedule or salary allotment.

**16.10.4** The Assistant Superintendents shall review the activities listed in paragraph 16.10.1 for qualifying additions each spring when the organization reports are submitted for the ensuing school year.

**16.10.5** Coaches assigned to pre-school football practice may begin practice in accordance with the MPSSAA requirements governing practice, and shall be paid for one (1) pay period for coaching ten (10) duty days.

### **Salary Regulations**

**16.11** Teachers shall be compensated in accordance with regulations in Board Rule 4141 in the Board Policies and Regulations Manual.

### **Temporary Responsibility Factor**

**16.12** A teacher assigned by his/her Assistant Superintendent to work in the capacity of an administrator who is absent from his/her position shall be paid the responsibility factor for such position, if he/her performs the work of the absent administrator in excess of six (6) weeks.

## **Article XVII**

### **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. All part-time teachers with a hire date of July 1, 1978 or thereafter will have their health insurance benefits and their seniority 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.

## **ARTICLE XVII — Insurances**

### **Basic Plan Life Insurance**

17.1 The Board shall contribute 90 percent of the premiums for the Basic Plan Life Insurance in accordance with Appendix C.

### **Optional Plan Life Insurance**

17.2 The Optional Life insurance coverage shall be provided in accordance with Appendix C.

### **Health Insurance**

17.3 The Board shall contribute 90 percent of the premiums for the Health Insurance Plan and for Plan C and Diagnostic 4 of the Blue Shield program.

17.3.1 The limit on major medical coverage shall be \$100,000. The number of cash deductibles shall be limited to two (2) per family per benefit year.

17.3.2 The Board will pay a sum equal to the dollar amount provided under the Blue Cross-Blue Shield plan for any teacher who chooses instead to enroll in a qualified prepaid health maintenance organization or a Blue Cross-Blue Shield affiliated HMO.

## **Article XVII**

**17.3.3** The Board will pay the full premium for health 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**

**17.4** The Board shall contribute toward the premiums for Blue Cross-Blue Shield for teachers with ten (10) years or more service with the Board, who retire under the Maryland State Teachers Retirement System. Contributions by the Board shall be made in accordance with the following schedule:

10-19 years of service—50%

20-29 years of service—75%

30 or more years of service—same contribution as in Section 17.3 of this Article.

**17.4.1** 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 percentage rates specified in Section 17.4.

### **Dental Insurance**

**17.5** The Board shall contribute 66⅔% of the premium for the Maryland Dental Plan (Blue Shield) dental insurance provided for teachers.

## **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 teachers eyes. State Law requires the use of such glasses.

## **Article XVIII**

**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 eyes.
- (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 of nineteen cents (19¢) per mile.

**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 five dollars (\$5.00) will be paid to a teacher during any six-month period.

**18.2.2** Necessary use shall consist of the following:

- (a) Attendance at professional meetings called by the Superintendent, the Superintendent's staff, Assistant Superintendents, Supervisors,

## **Article XIX**

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.

**18.2.3** When computing mileage for meetings in other schools, the teacher's normal roundtrip commuting distance shall be subtracted from the total mileage incurred through attendance at the meetings.

**18.2.4** In addition, any teacher who is required to use his/her personal automobile as part of his/her work assignment shall be reimbursed up to \$75 by the Board for any verified additional insurance premium resulting from such business use of the automobile.

### **Flu Shots—Tuberculosis Tests**

**18.3** The Board shall arrange with competent medical authorities to administer a flu shot 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**

### **Study of Extra Compensation Pay**

**19.2** An ad hoc committee shall be appointed for the purpose of continuing to review the extra-compensatory pay plan.

**19.3** An ad hoc committee shall be appointed for the purpose of examining the responsibilities of teachers relative to the IEP process.

**19.4** An ad hoc committee shall be appointed for the purpose of studying the responsibility factor structure.

## **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.

### **Preschool Duty Days**

**20.3** During preschool 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 own work schedule for these days. Whenever possible, at least one full day, or two half-days, shall be guaranteed for teachers to prepare their rooms, with no meetings or other assigned responsibilities.

## **Article XXI**

### **ARTICLE XXI**

#### **Effect of Agreement**

##### **Change in Rules or 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 law.

##### **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.

##### **Contrary to Law**

**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, 1981

## Article XXII

and shall continue in effect through June 30, 1982. 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:

/s/ James P. Hackman  
/s/ Nancy S. Brooks  
/s/ Walter M. Snyder  
/s/ James B. Laubhelmer

For the Association:

/s/ Donald P. Kopp  
/s/ Susan Laughrey  
/s/ Thomas A. Jowhar  
/s/ David R. Leasure

BALTIMORE COUNTY PUBLIC SCHOOLS

TOWSON, MARYLAND 21204

APPENDIX A-1 \*\*

1981-82

SALARY SCHEDULE—STANDARD PROFESSIONAL

OR ADVANCED PROFESSIONAL CERTIFICATES

— TEN MONTH —

Step	Bachelor's	Master's [or Equivalent]	Master's [or Equivalent] Plus 30	Master's [or Equivalent] Plus 60	Doctor's
1	\$12,700	\$13,675	\$14,650	\$15,250	\$15,725
2	13,445	14,583	15,689	16,241	16,795
3	14,257	15,558	16,665	17,217	17,771
4	14,908	16,373	17,478	18,034	18,585
5	15,558	17,185	18,290	18,845	19,398
6	16,209	18,000	19,106	19,660	20,209
7	17,023	18,812	19,917	20,474	21,023
8	17,837	19,628	20,733	21,287	21,838
9	18,650	20,439	21,545	22,098	22,654
10	19,464	21,254	22,362	22,912	23,464
11		22,064	23,171	23,728	24,279
12		22,879	23,986	24,540	25,092
13		23,692	24,800	25,353	25,908
14		24,507	25,613	26,168	26,719
15		25,319	26,427	26,981	27,533
20	20,049	25,904	27,012	27,566	28,118
25	20,634	26,489	27,597	28,151	28,703
30	21,219	27,074	28,182	28,736	29,288
35	21,804	27,659	28,767	29,321	29,873
40	22,389	28,244	29,352	29,906	30,458

\*First step not negotiated, established by Board

\*\*Budgetary cuts by the County Executive forced reduction of the negotiated 9% salary increase to 6.5%, and reduction of the negotiated \$50 increase in longevity increments to \$35.

BALTIMORE COUNTY PUBLIC SCHOOLS  
TOWSON, MARYLAND 21204

APPENDIX A-2\*\*  
1981-82  
SALARY SCHEDULE—STANDARD PROFESSIONAL  
OR ADVANCED PROFESSIONAL CERTIFICATES

— TWELVE MONTH —

Step	Bachelor's	Master's (or Equiv.)	Master's (or Equiv.) +30	Master's (or Equiv.) +60	Doctor's
*1	\$14,859	\$16,000	\$17,141	\$17,843	\$18,398
2	15,731	17,062	18,356	19,002	19,650
3	16,681	18,203	19,498	20,144	20,792
4	17,442	19,156	20,449	21,100	21,744
5	18,203	20,106	21,399	22,049	22,696
6	18,965	21,060	22,354	23,002	23,645
7	19,917	22,010	23,303	23,955	24,597
8	20,869	22,965	24,258	24,906	25,550
9	21,821	23,914	25,208	25,855	26,505
10	22,773	24,867	26,164	26,807	27,453
11		25,815	27,110	27,762	28,406
12		26,768	28,064	28,712	29,358
13		27,720	29,016	29,663	30,310
14		28,673	29,967	30,617	31,261
15		29,623	30,920	31,568	32,214
20	23,457	30,308	31,604	32,252	32,898
25	24,142	30,992	32,288	32,937	33,583
30	24,826	31,677	32,973	33,621	34,267
35	25,511	32,361	33,657	34,306	34,951
40	26,195	33,045	34,342	34,990	35,636

\*First step not negotiated, established by Board

\*\*See footnote Appendix A-1.

BALTIMORE COUNTY PUBLIC SCHOOLS  
TOWSON, MARYLAND 21204

APPENDIX A-3\*\*

1981-82 TEN-MONTH SALARY SCHEDULE FOR  
PROVISIONAL DEGREE TEACHERS

Step	Bachelor's	Master's (or Equiv.)	Master's (or Equiv.) +30	Master's (or Equiv.) +60	Doctor's
*1	\$ 12,700	\$13,675	\$14,650	\$15,250	\$15,725
2	13,445	14,583	15,689	16,241	16,795
3	13,605	14,824	15,933	16,486	17,039
4	13,769	15,071	16,177	16,730	17,283
5	13,931	15,316	16,420	16,974	17,528
6	14,094	15,558	16,665	17,217	17,771
7	14,257	15,804	16,909	17,462	18,016
8	14,420	16,047	17,154	17,707	18,258
9	14,583	16,291	17,398	17,951	18,504
10	14,744	16,534	17,641	18,194	18,747

\*First step not negotiated, established by Board

\*\*Budgetary cuts by the County Executive forced reduction the negotiated 9% salary increase to 6.5%.

**APPENDIX B**  
**RESPONSIBILITY FACTOR FOR PRINCIPALS,**  
**ASSISTANT PRINCIPALS, COORDINATORS AND**  
**SUPERVISORS**

DIFFERENTIALS: 17% differential paid for all twelve-month employees

CLASSIFICATION	STEP	POSITION RESPONSIBILITY FACTOR*	
			Assistant Principals
I. Principals of Senior High Schools with graduating class, with 1,800 students or more: Coordinators	1	\$3750	\$1900
	2	4000	2050
	3	4250	2200
	4	4500	2350
II. Principals of Senior High Schools, with graduating class, with 1,799 students or less	1	3450	1750
	2	3700	1900
	3	3950	2050
	4	4200	2200
III. Principals of Junior High Schools	1	3150	1600
	2	3400	1750
	3	3650	1900
	4	3900	2050
IV. Principals of Elementary Schools with 600 students or more; Supervisors	1	2850	1450
	2	3100	1600
	3	3350	1750
	4	3600	1900
V. Principals of Elementary Schools with 599 students or less	1	2550	1300
	2	2800	1450
	3	3050	1600
	4	3300	1750
VI. Department Chairmen (10 or more teachers); Pupil Personnel Workers; Psychologists	1	1250	
	2	1300	
	3	1350	
	4	1400	
VII. Department Chairman (5-9 teachers); Teaching Assistant Principals	1	850	
	2	900	
	3	950	
VIII. Department Chairmen (2-4 teachers); Elementary Administrative Assistants	1	550	
	2	600	

\*Budgetary cuts by the County Executive denied implementation of any portion of the negotiated 10% increase in the Responsibility Factor Schedule.

## APPENDIX C

### BASIC PLAN LIFE INSURANCE

The Basic Plan Life Insurance coverage, with 90 percent of the premium paid by the Board of Education, shall be as follows:

<b>Annual Salary</b>	<b>Amount of Basic Plan Life Insurance</b>
Under \$3,000	\$3,000
\$ 3,000 but less than \$ 4,000	4,000
4,000 but less than 5,000	5,000
5,000 but less than 6,000	6,000
6,000 but less than 7,000	7,000
7,000 but less than 8,000	8,000
8,000 but less than 9,000	9,000
9,000 but less than 10,000	10,000
10,000 but less than 11,000	11,000
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33,000 but less than 34,000	34,000
34,000 but less than 35,000	35,000
35,000 but less than 36,000	36,000
36,000 but less than 37,000	37,000
37,000 but less than 38,000	38,000
38,000 but less than 39,000	39,000
39,000 and over	40,000

## OPTIONAL LIFE INSURANCE

Optional Life Insurance coverages available by payroll deduction shall be as follows:

<b>Annual Salary</b>	<b>Coverage Available</b>
Under \$3,000	\$ 1,000
\$ 3,000 but less than \$ 4,000	2,000
4,000 but less than 5,000	3,000
5,000 but less than 6,000	4,000
6,000 but less than 7,000	7,000
7,000 but less than 8,000	8,000
8,000 but less than 9,000	9,000
9,000 but less than 10,000	9,000
10,000 but less than 11,000	9,000
11,000 but less than 12,000	10,000
12,000 but less than 13,000	11,000
13,000 but less than 14,000	12,000
14,000 but less than 15,000	13,000
15,000 but less than 16,000	14,000
16,000 plus	15,000

APPENDIX D—BOARD OF EDUCATION and TEACHERS ASSOCIATION of BALTIMORE COUNTY

OFFICIAL USE ONLY

Grievance No. \_\_\_\_\_  
Level Processed (circle one)  
Informal | II | III

GRIEVANCE REPORT FORM

Date Grievance Occurred \_\_\_\_\_  
Date Grievance Filed \_\_\_\_\_

SEND COPIES:

- Deputy Superintendent
- Ass't. Superintendent
- TABCO
- Principal
- Retain One Copy

Name of Grievant \_\_\_\_\_ School or Office \_\_\_\_\_  
Home Address \_\_\_\_\_ ZIP Code \_\_\_\_\_ Home Telephone \_\_\_\_\_  
Nature of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Remedy Sought \_\_\_\_\_  
Signed \_\_\_\_\_

(Official Use Only below this line)

**DISPOSITION BY BOARD**

Level I Response \_\_\_\_\_ Date \_\_\_\_\_

Grievant's Response \_\_\_\_\_ Date \_\_\_\_\_

Level II Response \_\_\_\_\_ Date \_\_\_\_\_

Grievant's Response \_\_\_\_\_ Date \_\_\_\_\_

Appeal to Level III \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX E—EXTRA COMPENSATION

### GIRLS' INTERSCHOLASTICS

V hockey .....2 units	JV basketball ....3 units
V basketball .....3 units	JV softball .....3 units
V softball .....3 units	JV volleyball .....2 units
V volleyball .....2 units	JV hockey .....2 units
V lacrosse .....2 units	V gymnastics ....3 units
V badminton .....2 units	V tennis .....3 units
V outdoor track ..2 units	JV outdoor track ..2 units

### BOYS' INTERSCHOLASTICS

V football .....2 units	JV football .....2 units
V wrestling .....3 units	JV wrestling .....3 units
V baseball .....3 units	JV baseball .....3 units
V basketball .....3 units	JV basketball ....3 units
V outdoor track ..2 units	JV outdoor track ..2 units
V tennis .....3 units	V gymnastics ....3 units
V lacrosse .....2 units	JV lacrosse .....2 units
V soccer .....2 units	JV soccer .....2 units

### OPEN COMPETITION SPORTS

V indoor track ...3 units	JV indoor track ..3 units
V cross-country ..2 units	JV cross-country ..2 units
V golf (5 dys. wk) .2 units	V golf (3 dys. wk) .1 unit

### INTRAMURALS

Average 2 days per week per year .....	1 unit
Average 3 days per week per year .....	2 units

### OTHER ACTIVITIES

Senior Class (one sponsor) .....	2 units
Senior Class (two sponsors) .....	1 unit
Yearbook .....	1 unit
Newspaper SHS .....	1 unit
Literary Magazine .....	1 unit
Cheer leaders (one sponsor) .....	2 units
Cheer leaders (two sponsors) .....	1 unit
Vocal music .....	1 unit
Band .....	1 unit
AV coordinator .....	1 unit
School store .....	1 unit
Drama JHS .....	1 unit
Drama SHS .....	2 units
Student Council JHS .....	2 units
Student Council SHS (one sponsor) .....	2 units
Student Council SHS (two sponsors) .....	1 unit
Junior Class .....	1 unit
Junior Class .....	1 unit
Program Design Sponsor .....	1 unit
Forensics Sponsor .....	2 units
Sophomore Class Advisor .....	1 unit
Freshman Class Advisor .....	1 unit

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*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 044-R0003

First  
ccg

March 4, 1982

Director of Staff Relations  
Baltimore County School District  
6901 Charles Street  
Towsen, Maryland 21204

Respondent:

The Bureau of Labor Statistics maintains a file of selected private and public sector agreements for use by private parties and government agencies, and as a basis for the Bureau's agreement provision studies. We would appreciate receiving a copy of your current agreement(s) and/or related documents, identified below, together with any related supplements (e.g., pension, health and welfare, and SUB plans) or wage schedules.

covering the Teachers with the National Education Association.

For statistical purposes, we also need the information requested below. You may return this form, your agreement(s) and supplements in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return this form.

The file is available for your use, as provided by Section 211 of the Labor Management Relations Act of 1947, except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, please check this box.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

**PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).**

*If more than one agreement or more than one employer is covered by this agreement, provide information on the back of this form. (Please Print)*

1. Approximate number of employees involved 6300
2. If multiemployer contract, indicate the number of employers \_\_\_\_\_
3. General location of agreement (city, State, or region) Towson, MD Baltimore County
4. Product, service, or type of business Education
5. Effective date 7/1/82 and expiration date 6/30/82

Your Name and Position Merveen E Kelly Director Staff Relations 301-444-4083 Area Code/Telephone Number  
 Address 6901 N Charles St Towson MD 21204 City/State/ZIP Code