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MASTER AGREEMENT

between

the

BOARD OF EDUCATION

OF

BALTIMORE COUNTY

and

TEACHERS' ASSOCIATION

OF

BALTIMORE COUNTY

Effective
July 1, 1988 - June 30, 1989

AFL-CIO-CLC
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LOCAL 1693

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DEFINITIONS

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

1. Board—The Board of Education of Baltimore County.

2. Association—The Teachers Association of Baltimore County, Maryland, Inc.

3. Teacher—All certified, professional personnel 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. Chairman—The term chairman shall be read to include male and female gender.

*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 exercise of authority and responsibility in performing assigned duties, membership in the Association, par-

ticipation in any of its legal activities, or participation in the grievance procedure provided in this Agreement.

President's Time

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

3.2.1 The Board agrees to return the president on leave of absence to the same position held when leave of absence was granted, providing the president notifies the Board of his/her desire to return to that position at the time the leave is granted unless the president would have been involuntary transferred under other provisions of this Agreement. This section applies only if the president returns upon the expiration of the two (2) year leave of absence and shall be extended to four (4) years in the event the president is re-elected.

Association Representative Visits

3.3 Duly authorized representatives of the Association, MSTA, and NEA shall be permitted to meet with teachers and transact Association business on school property if, in the judgment of the principal, there is no interruption to the program of instruction. Upon the representative's arrival at any school, he/she shall confer with the principal, or his/her 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 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/her designee. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be liable for any damage resulting from such use.

3.4.1 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.

Article III

Representative Authorization

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

3.6.1 Placing Association materials and those of MSTA and NEA in teachers' mailboxes.

3.6.2 Announcing Association meetings at any faculty meeting or immediately following school announcements on the 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 agrees to deliver such materials promptly, but no later than one week after

they are received whenever possible. The Board reserves the right to refuse to deliver any material or communication which it deems to be illegal or libelous.

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

Board of Education Meetings

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

3.8.1 Three (3) copies of the Board agenda and exhibits (except those which cannot be released pending action by the Board, e.g., appointment of personnel) shall be sent to the Association prior to each regular meeting of the Board; three (3) copies of the approved minutes of each meeting of the Board shall be sent to the Association.

New Teachers

3.9 The Board will provide to the Association the names and addresses of new teachers hired as soon as the teachers are notified of their appointments.

Article III

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/or principals. A copy of such communications shall be distributed to the chairperson 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 member-

ship 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 with the Harford Accident and Indemnity Company.

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

3.13.3 Tax Sheltered Investments—Tax sheltered investments are made available to teachers through Merrill, Lynch, Pierce, Fenner & Smith, Inc. (four funds), and through T. Rowe Price, Inc.

3.13.4 Tax Sheltered Annuities—Tax sheltered annuities are made available to teachers from four (4) commercial carriers: The Lincoln National Life Insurance Co., the NEA-Security Builder, The Travelers Insurance Company, and the Variable Annuity Life Insurance Company. The teacher may also enter into a sheltered annuity with the Maryland State Teacher's Retirement System.

3.13.5 Banking through First American Bank and First National Bank.

3.13.6 Camp Genyara.

3.13.7 KidCare.

3.13.8 Automobile and homeowner's insurance through a company to be named by the Association.

3.13.9 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.

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

3.14.2 The President of the Association or his/her designee shall submit, 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. The Association shall monitor the teachers excused so that whenever possible the same instructional program will not be adversely affected.

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 MSTA or NEA, released time shall be provided at no expense to the Board as provided in (b) above.

Superintendent-Association Meeting

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

Article III

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

No Violations

3.18 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 communications among the faculty and staff. The council shall also serve as the vehicle by which proposed changes in existing policies and practices, and new policies and practices, for each school may be considered and may be subject for discussion at any faculty council-principal meeting.

Meetings with the Principal

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

4.3.1 The principal of each school shall meet with the faculty council at its request, for discussion of problems of mutual concern, at the earliest mutually agreeable time, but not later than five (5) duty days from the time of the request, to discuss school operation, policies, practices, questions, and concerns, as they affect individual teachers or groups of teachers. The principal may request a meeting of the faculty council to present the administration's concerns for faculty council consideration and recommendations. Upon such occasions, the faculty council shall meet with the principal within five (5) duty days.

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

Involvement of Other Personnel

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

Appeal

4.5 If a faculty council desires to pursue a problem beyond the decision of the principal, it may appeal through normal administrative channels, beginning with the 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/her designee.

No Sanctions

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

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 Recommendation

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/her non-duty hours, shall not be subject of action by the Board or its administrative officials, provided these activities do not clearly impair the teacher's effectiveness in his/her teaching assignment.

Non-discrimination

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.

Just Cause

5.3 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.

Confidential Information

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

Citizenship Rights

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

5.5.1 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.

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

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

(a) Posting of political circulars or petitions.

(b) The use of the school's stenographic help, telephones, or equipment.

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

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

5.5.6 Nothing in this Agreement shall prevent:

(a) The dissemination of information concerning school budgets or school bonds.

(b) The use of "bumper stickers" or other expressions of individual preference upon teachers' automobiles.

(c) The dissemination of information concerning elections and campaigns within the Associations.

Teacher Attendance at Meetings

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

Job Security

5.7 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 a less than a first class certificate, the Board may disregard seniority except as between two (2) or more such senior teachers holding the same type certificate unless other relevant and valid considerations justify the retention of a less senior teacher with the same type of certificate.

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

5.7.2 Teachers on layoff shall be recalled in order of their seniority as vacancies become available for 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 certified shall forfeit recall rights.

5.7.3 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.

5.7.4 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.

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

Demotions

5.8 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. 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.

5.8.1 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

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

Student Grades

5.10 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

Negotiation Procedures

Designation of Negotiators

6.1 Prior to October 15 of each year, the Board and the Association shall each designate in writing, to the other, the name of the chairman of its negotiating team.

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

6.2 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.

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

Article VI

Educational Panel members shall be made to the American Arbitration Association. All costs involving the neutral party shall be shared by the Board and the Association.

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 (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.

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.

Article VI

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 cost 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/her immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of his/her problem. A teacher may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation or impropriety.

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/she has a grievance shall discuss it, either orally or in writing, with his/her immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or his/her first knowledge thereof. The informal discussion of problems and the continuous interchange of views between teachers and their principals, and between staff members and their immediate administrative supervisors, 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/her claim at the informal level, he/she may submit his/her grievance in writing on the appropriate form (see Appendix D) within ten (10) days, following the reply at the informal level, to his/her Assistant Superintendent or other appropriate ad-

ministrator. Such individual shall within ten (10) days of receipt of the grievance inform the grievant as to the disposition of his/her claim.

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

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

shall be final and binding on the aggrieved teacher or teachers, the Association and the Board.

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/her duties shall be promptly reported in writing to the principal who shall forward the report to the Assistant Superintendent. In situations requiring immediate attention, the principal shall report to the Assistant 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/her 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. The 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 to use the article(s) must have been approved by the principal prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such request must be renewed annually.

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 2363.

Charitable Contributions

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

Intercom System

9.4 Following consultation with the faculty council, the principal shall establish a policy designed to keep classroom interruptions to a minimum. Considera-

tion 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/her 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 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.

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 to offer reinforcement and remedial assistance with the instructional program, with the time for such meeting being establish-

ed by mutual agreement between the teacher and the student(s).

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

Assignments

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

Curriculum Changes

9.9 Whenever possible, teachers who are expected to implement a new curriculum guide shall be given an opportunity to participate in a training activity concerning the new curriculum a reasonable period of time prior to the implementation of the guide.

9.9.1 Materials necessary for the implementation of a new curriculum will be available to the teacher prior to the time the teacher is expected to implement the curriculum.

Elementary School Schedule

9.10 Special area teachers in elementary schools shall have at least five (5) minutes between classes for the purpose of preparing materials and equipment whenever possible.

Preparation, Planning, and Duty-free Lunch

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

9.11.1 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.

9.11.2 Teachers 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.

9.11.3 Teachers in elementary schools shall have a minimum of two hundred fifty (250) minutes per week for preparation, planning and other professional duties, with every reasonable effort being made to assure that such periods are no less than twenty-five (25) minutes in duration. This does not include before and after school time or the duty-free lunch. 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.

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

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

9.11.6 Every program as itemized by grade and subject in "Baltimore County Public Schools Program of Study Registration Guide," and in the comparable publication describing the middle school program, shall be considered as a preparation. In addition, it shall be construed as a preparation if a

teacher utilizes a special course of study in basic education in one of the areas of general education.

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

9.11.8 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

9.12 The principal and his/her 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

9.13 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

9.14 The Board shall provide instructional assistants and clerical personnel for the purpose of

relieving teachers of such duties as duplicating instructional materials, collecting money and materials from students, and supervising students in non-instructional activities. It is agreed, however, that when the performance of such duties is necessary to the fulfillment of a teacher's responsibilities, he/she shall be expected to do so.

PTA Meetings

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

9.15.1 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.

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

Transporting Students

9.16 Teachers shall not be required to transport students.

Staffing

9.17 The Board shall make every reasonable effort to assure that the average class size or teacher load in each administrative area is kept at the figures indicated in the table below.

Kindergarten	23
Grades 1-3	22.8
Grades 4-5	24.8
Sec. Teacher Load	132

9.17.1 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 instructional assistants, if possible, to alleviate situations where excessive class sizes exist.

Physical Property and Materials

Grade Books

9.18 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

9.19 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/she is teaching. Such materials shall be available to the teacher in advance whenever possible.

Desks, Chairs, and Files

9.20 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

9.21 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

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

Supplies

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

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

9.23.2 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

9.24 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:

9.24.1 Well-furnished teacher's lounges of adequate size.

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

9.24.3 Adequate, private dining areas for teacher's use.

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

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

9.24.6 Adequate guidance facilities.

9.24.7 Adequate health facilities with an office for the nurse.

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

Appropriate Space

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

Professional Libraries

9.26 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.

9.26.1 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

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

Telephones

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

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 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/her classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will send the pupil to the office of the principal, or his/her

designee, and explain the reason for the exclusion as promptly as possible. The affected pupil will be readmitted to the classroom of the teacher involved only upon authorization by the principal or his/her designee, who will make such determination after 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/her class, he/she may have an immediate appeal to his/her Assistant Superintendent. The decision of the Assistant Superintendent on the assignment of the pupil is not subject to arbitration.

10.4 Any affected teacher(s) will be advised of any student(s) in his/her class who is returning from a correctional or mental health facility and will be advised of the existence of any related information in the student's file.

ARTICLE XI—Absences & Leaves

General Provisions*

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

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

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 unless that teacher would otherwise have been laid,off.

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/her 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 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.

Adoption Leave

11.3 A full-time teacher shall have eight (8) days for adoption beginning with the day the child is received. The absence shall be charged to sick leave.

Article XI

Bereavement Leave

11.4 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 in 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.

11.4.1 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.

11.4.2 The teacher is required to submit to the appropriate administrator a letter stating the relationship, the date of death, the date of the funeral, and the dates of absence. This explanation will be forwarded with the payroll report.

Extended Leave of Absence

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

Family Illness

11.6 A teacher may accumulate up to a maximum 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. Two (2) days of such leave shall be provided for a

father on the occasion of the birth of a child. Under emergency conditions of long-term illness, additional days of family illness leave may be granted by the Director of Staff Relations, provided the teacher has the required sick leave to cover such absence and can provide medical documentation. (See Rule 4151 for definitions and Rule 4153 for procedures for administering this section.)

Absence for Maternity

11.7 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 and following the 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.

Child Rearing Leave

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

11.8.1 Request for child rearing leave of absence shall be normally made by completing and forwarding the form, "Application for Child Rearing Leave of Absence" to the appropriate administrator as soon as possible but prior to the last day of work before the birth of the child.

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

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

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

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

11.8.6 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.

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

Military Leave

11.9 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.

11.9.1 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.

11.9.2 If a teacher is a member of the organized militia and is ordered to active duty under the authori-

ty of the Governor, he/she shall be entitled to leave of absence without loss of pay while actually serving under such active duty orders. "Without loss of pay" shall mean the teacher's regular pay for the period of service less any compensation for such military duty.

11.9.3 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.

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

11.9.5 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 voluntary 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.

11.9.6 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.

Personal Leave

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

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

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

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

11.10.4 Personal leave time shall not count towards seniority as defined in Article V Section 5.7.1 of this Agreement but shall not be interpreted as interrupted service.

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

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

Sick Leave

11.11 A full-time teacher during the first and second fiscal years accrues sick leave at the rate of one-half (½) of a day for each qualifying biweekly pay period

for a maximum of twenty (20) pay periods for ten (10) month employment and twenty-four (24) pay periods for twelve (12) month employment. The first year for this purpose shall consist of at least three (3) month's employment.

11.11.1 A full-time teacher in his/her third year of teaching experience, and thereafter, accrues sick leave at the rate of three-quarters (¾) of a day per qualifying pay period for a maximum of twenty (20) pay periods for ten (10) month employment and twenty-four (24) pay periods for twelve (12) month employment.

11.11.2 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.

11.11.3 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.

11.11.4 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.

11.11.5 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 except as indicated in Section 11.11.6 below. A teacher on sabbatical leave shall not accrue sick leave.

11.11.6 A teacher on less than a twelve-month schedule, who is employed for additional periods of duty on a temporary basis or on extended year employment (EYE) is permitted to use sick leave during these periods. Such a teacher shall accrue sick leave for the additional term of employment in proportion to the time worked, e.g. a teacher with three (3) years service employed six (6) weeks accrues three (3) days; three (3) weeks accrues one and one-half (1½) days.

11.11.7 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.

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

11.11.9 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.

11.11.10 When it is known that a teacher will be out on sick leave for an extended period of time the teacher may agree to have his/her position filled by a contractual teacher. In such cases the teacher will be placed upon his/her return in accordance with Sections 11.1 and 11.1.1 of this Article, except that the deadline for requesting September placement will be June 1.

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

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

(a) Changing of domiciles because of spouse's job transfer.

(b) Employment in another education system or professional association such that the entire period is spent working with students or teachers.

(c) Being on approved leave from the Board. Maternity or the adoption of an infant is considered as a valid reason for extending the above period from three (3) years to six (6) years.

Study Leave—Academic

11.12 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.

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

11.12.2 This leave of absence is granted without pay. If the teacher successfully completes a minimum of twelve (12) hours each semester, the time spent on academic leave of absence will be included in computing eligibility for an increment. Failure to enroll as planned with and approved by the Department of Personnel, without just cause, may be interpreted as interrupted service.

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

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

11.12.5 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

11.13 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.

11.13.1 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.

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

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

11.13.4 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.

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

Procedures

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

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

11.13.8 A program of full-time graduate study of twenty-four (24) semester hours is accepted as meeting the sabbatical leave requirement. Any exception to this requirement must be approved by the appropriate Associate Superintendent prior to the expiration of the leave.

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

11.13.10 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

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

11.13.12 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.

11.13.13 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.

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

11.13.15 The provisions of the sabbatical leave section will be administered in accordance with the con-

ditions of the individual sabbatical leave contract (1972 revision).

Unusual or Imperative Leave

11.14 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.

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

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

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

Urgent Personal Business Leave

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

11.15.1 Personal business leave may be used by teachers when the opening of a college summer ses-

sion 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.

11.15.2 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.

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

11.15.4 Personal business leave may not be used immediately prior to the end of the school year, except as provided in 11.15.1 above. Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

Special Religious Observance Leave

11.16 Teachers will be permitted a total of five (5) days for religious holidays, including the three (3) personal business days allowed. Unused personal business leave is cumulative, as provided above. In determining these holidays, the Superintendent will request 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.

Article XI

Intervisitations

11.17 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

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

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

Sick Leave Bank

11.19 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.

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

a result of a qualifying illness or injury. Sick leave from the bank may not be granted for the period of disability when monies are paid to the teacher under Workmen's Compensation Law.

11.19.2 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.

11.19.3 The Director of Personnel shall approve bank grants as being within the limits of the bank balance, that the illness is of a catastrophic nature and that sick leave is exhausted. Requests meeting the above will be forwarded to the Office of Payroll as authorization for payment.

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

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

11.19.6 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.

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

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

11.19.9 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.

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

0 to 120 days of accumulated sick leave—
1½ days

121 to 180 days of accumulated sick leave—
1 day

181 or more days of accumulated sick leave—
½ day

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

Board of Directors of the Association and the Superintendent.

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

11.19.11 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.

11.19.12 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.

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

11.19.14 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 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.

11.19.15 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.

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

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

11.19.18 When it is known that a teacher will be out on sick leave for an extended period of time the teacher may agree to have his/her position filled by a contractual teacher. In such cases the teacher will be placed upon his/her return in accordance with Sections 11.1 and 11.1.1 of this Article, except that the deadline for requesting September placement will be June 1.

11.19.19 Should the provisions of the sick leave bank be terminated the bank balance shall be returned to the then current members of the bank proportional to the rates established in Section 11.19.10 of this Article, excluding those individuals who have utilized the bank in the previous three (3) years.

Personal Injury Leave

11.20 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 Workmen's Compensation Laws of Maryland, the teacher will be paid his/her full salary, less the amount of any Workmen's Compensation Award made for temporary disability due to said injury for the period of such absence up to twelve (12) 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 Workmen'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.

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

ARTICLE XII

Observation, Evaluation and Files

Observation Procedures

12.1 The Superintendent's designees have the responsibility of observing the teacher's work in 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, parents, other nonsupervisory employees, or at public gatherings.

12.2.4 Following an observation that is less than satisfactory, the observer shall suggest ways of improving at a conference which shall be held within three (3) duty days after the observation. These suggestions will be put in writing and given to the teacher within seven (7) duty days after the observation.

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 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 teachers' work in and out of the classroom.

12.5.1 No teacher shall receive a less than satisfactory rating without having received written suggestions for improvement in the areas of weakness and having been given an opportunity to show improvement.

12.5.2 Each teacher shall be given a copy of his/her evaluation report and shall have the opportunity to discuss that report with his/her supervisor and/or principal. He/she shall be required to sign the report no later than three (3) duty days after receiving it. The signature does not necessarily indicate agreement with its contents. He/she shall have the

right to make written responses which shall become part of his/her files.

12.5.3 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.

12.5.4 In the event a teacher is not evaluated in a given year, it shall be assumed the teacher's performance was no less than the last written evaluation.

12.5.5 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.

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

12.5.7 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.

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

12.5.9 A teacher's final evaluation for any year will be completed and given to the teacher no later than four (4) duty days prior to the last duty day of the year.

Evaluation—Probationary Teachers

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

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 Provisions 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 recommendations as to nonrenewal 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/her file in the central office, excepting, however, any confidential references submitted as a part of the pre-hiring selection process. At the teacher's request, a witness of his/her choice may

accompany the teacher in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.

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

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

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

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

ARTICLE 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 instructional specialists, 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/her 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 profes-

sionally 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.

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

General

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.

Voluntary

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 or within ten (10) duty days after learning of a vacancy or reorganization if such knowledge occurs after February 15.

14.3 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.

14.4 Teachers who have requested transfers or reassignment shall be notified by three (3) duty days prior to the last duty day of the school year of the administration's action on said transfer or reassignment. This action will include (1) the granting of the transfer or reassignment; or (2) denial and the reason for the denial; or (3) the absence of the actions specified in either (1) or (2) will indicate that this request is being held in abeyance with the possibility it can be granted within a reasonable period of time. All requests for transfers that have not been granted shall be active until August 15, and may be considered after that date. When a vacancy occurs during the school year, consideration will be given, whenever possible, to those teachers who requested a transfer to that school during the previous transfer period. If a question arises as to the action taken, the teacher should feel free to contact his/her Area Assistant Superintendent to request the reason for the decision.

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

14.5.1 Satisfactory evaluations of performance.

14.5.2 Certificated or tenured teacher with a minimum of two (2) years of service in the initial or same assignment. This restriction shall not apply if the teacher was involuntarily transferred to that assignment.

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

14.5.4 Contributions staff members could make to the instructional and extra-curricular program.

14.5.5 Opportunity for professional growth of staff member.

14.5.6 Any hardships imposed by not granting the request.

14.5.7 Availability of a vacancy.

14.5.8 Most effective use of teachers with split assignments.

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

Involuntary

14.7 Involuntary transfers will be made only to prevent disruption of the instructional program, to main-

tain 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.

14.7.1 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. A teacher subject to partial involuntary transfer shall be reassigned to one school when administratively feasible subject to the provisions of this section and 14.8 through 14.8.2 of this Agreement.

14.7.2 An excess teacher who so desires may be returned to his/her previous school if an appropriate vacancy occurs by August 15, or later if the teacher has not been assigned elsewhere. Consideration may be given if the vacancy occurs after August 15.

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

14.7.4 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 an involuntary transfer in accordance with the other provisions of this Article.

14.7.5 In the event there are more teachers than positions in a particular subject area for the following school year, and the Board decides to "guarantee" rather than lay off teachers in that subject area, then the guaranteed teachers will be offered positions as they become available in order of seniority, beginning with the most senior remaining such teacher.

Order of Transfer

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

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

14.8.2 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 14.5 through 14.5.8 of this Agreement.

Assignment Out of Field

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

Notification of Assignment

14.10 Every teacher on active pay status shall be given a written notice of his/her proposed school assignment and general teaching responsibility, including grade(s), for the forthcoming year by June 15 of the preceding school year and given reasons for any change. In the event that changes in the assignments must be made after the assignments have been announced, the teacher will be contacted, if possible, and promptly notified of the change and the reason(s) for the change. The teacher will be responsible for providing an address at which he/she can be reached.

14.10.1 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 one hundred dollars ($100) 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/her designee. Fully certificated teachers who provide verification of formal enrollment in an acceptable Doctorate program will maintain eligibility for reimbursement for required courses in the program up to a maximum of thirty credits beyond the Master's Degree plus sixty (60) credits program. There will be a limitation of nine (9) 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 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 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.

Article XVI

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. The amounts listed in Appendix B will be increased each year by the same percentage as the increase in the basic teacher's salary schedule.

Twelve-Month Employment

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

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

Extended Year Employment (EYE)

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

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

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

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

16.5.4 Any department chairman who has completed one year of an EYE assignment shall continue on EYE as long as this teacher has a responsibility factor. In the event a reduction in EYE is necessary because of budgetary constraints or changing educational needs, no department chairman shall be subject to a reduction of more than twenty percent (20%) of his/her highest level of EYE in any one year, nor to a total reduction of more than fifty percent (50%) from his/her highest level of EYE. Any chairman to be reduced shall receive notification of such reduction no later than March 1 preceding the fiscal year in which the reduction is to take place. In the event such reduction is a result of budgetary action by the local appropriating authorities, notice must be given to the chairman within fifteen (15) calendar days following final action by the appropriating authorities.

16.5.5 In the case of a department which is reduced in size to the point where the chairman's existing level of EYE would not normally be provided, the assignment of this chairman shall be maintained only until he/she can be transferred to a satisfactory position elsewhere. Such a department chair-

man will be eligible to be considered for a voluntary transfer to another department chairman position in accordance with 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 EYE except in accordance with Section 16.5.4. Any desire to transfer should be made known in writing to the appropriate subject coordinator.

Workshops

16.6 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 x 17 percent. No workshop shall be approved for any teacher at another salary rate.

16.6.1 The daily salary for workshop participation shall be limited to a maximum of $137 for 1988-89 and this maximum shall increase in subsequent years by the same average percentage increase applied to the Basic Salary Schedule.

Summer School

16.7 All teachers of summer school shall be paid at the rate of 5.7% of their regular salary for teaching one summer school class involving approximately sixty-two and one-half (62.5) hours of duty time. Teachers of classes involving different amounts of duty time will be paid on a prorated basis.

16.7.1 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 accordance with Policy 4123 and Rules 4123, 4123.1, 4123.2 and 4123.3.

Travel Credit

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

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

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

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

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

16.8.5 A trip taken outside of the State of Maryland during a summer session, for the purpose of securing college credits applicable to the First or Second Year Programs of Study Beyond the Master's Degree or Equivalent Program, is not applicable to this policy.

Adult Education

16.9 Teachers of adult education and evening high school shall be paid fourteen dollars ($14.00) per hour for 1988-89.

Article XVI

Extra Compensation

16.10 When the responsibilities related to nonclassroom activities require the time of a teacher on a regular basis, exceeding the duties outlined in Article IX, 9.6 through 9.7.9 inclusive, such a teacher shall be compensated by adjusting the normal assignment through additional periods of released time or by granting added salary allowances. Activities will be assigned units of compensation as follows:

Units	Total Hours	Pay	Additional periods of released time (per week)
1	76- 99	$ 566	2
2	100-149	$1130	4
3	150-199	$1414	5
4	200 and above	$1695	6 (or 5 periods of released time plus ⅙ of the 4 unit pay at the discretion of the principal)

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

16.10.2 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 compenstion.

16.10.3 For sponsoring one (1) activity which cannot be scheduled during the regular school day and which meets the requirements of section 16.10, the teacher shall receive pay unless the teacher and the Board mutually agree upon released time; for the second, the option of released time or salary allot-

ment shall be given to the teacher; for the third, the option rests with the Board.

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

16.10.5 The Assistant Superintendents shall review the activities listed in Appendix E for qualifying additions each spring when the organization reports are submitted for the ensuing school year.

16.10.6 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/she performs the work of the absent administrator in excess of six (6) weeks.

Part-Time Teachers

16.13 All teachers hired prior to July 1, 1978 who are or who become part-time teachers shall receive the same benefits as full-time teachers except that their salary, sick leave and preparation time shall be determined on a pro rata basis related to full-time teachers. However, any teacher hired prior to July

1, 1978, and who becomes less than half-time on or after July 1, 1982, other than as a result of a layoff procedure, will have his/her health insurance and dental insurance benefits maintained at 50% of the contribution by the Board for full-time teachers. All part-time teachers with a hire date of July 1, 1978 or thereafter will have their health insurance and dental insurance benefits prorated in accordance with that portion of a full position that they occupy. The Board shall not initiate any action by which part-time positions are created to eliminate or replace full-time positions.

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

ARTICLE XVII — 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 and the Blue Cross Psychiatric Day Treatment Program.

17.3.1 The limit on major medical coverage shall be $250,000. The major medical cash deductible shall be two hundred dollars ($200) per family

member, shall be limited to two (2) per family benefit year, and shall be limited to a total deductible of $500 per family. The coverage shall provide for 80/20 coinsurance up to $2,000 with 100% payment thereafter in each benefit year.

17.3.2 The Board will pay 90% of the premium for any teacher who chooses instead to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO.

17.3.3 The Board shall provide a Preferred Provider Arrangement option through Blue Cross/Blue Shield for any teacher who chooses instead to enroll in such a plan. One-half (½) of the difference in cost between this plan and the traditional Blue Cross/Blue Shield plan shall be deducted from the teacher's premium liability for this program.

17.3.4 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 or an optional HMO for teachers with ten (10) years or more service with the Board, including military service time recognized by the Board, who retire under the Maryland State Teachers Retirement or Pension System. 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 Levels I and II and Riders A and B of the Maryland Dental Plan (Blue Shield).

17.5.1 The Board shall provide a Preferred Provider Arrangement Dental Plan option through Blue Shield for any teacher who chooses instead to enroll in such a plan. One-half (½) of the difference in cost between this plan and the traditional Blue Shield program shall be deducted from the teacher's premium liability for this program.

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.

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 year (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 twenty-three cents (23¢) per mile or at the rate established by the Internal Revenue Service, whichever is greater.

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, Coordinators or other appropriate authorized personnel.

(b) Banking, post office business, checking school bus stops and other transportation necessary to the function of the school.

(c) Teachers assigned to two (2) or more schools on any given day will be reimbursed for the total mileage incurred less the normal roundtrip commuting distance to the closest school or office to which the teacher is assigned.

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.

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.

19.2 An ad hoc committee shall be appointed by mutual agreement for the purpose of continuing to review the extra compensatory pay plan when required.

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/her 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

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, 1988 and shall continue in effect through June 30, 1989. Implementation of any fiscal provision of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and County Council of Baltimore County.

FOR THE BOARD:

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F. Lynn Mayer

Consultants:

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Nancy Ruley

Consultants:

Martin Peters
Ken Shapiro

BALTIMORE COUNTY PUBLIC SCHOOLS

TOWSON, MARYLAND 21204

APPENDIX A-1

1988-89**

SALARY SCHEDULE—STANDARD PROFESSIONAL OR ADVANCED PROFESSIONAL CERTIFICATES

—TEN MONTHS—

Step	Bachelor's Degree	Master's (or Equiv.)	Master's (or Equiv.) +30	Master's (or Equiv.) +60	Doctor's Degree
*1	$21,840	$23,236	$24,634	$25,487	$26,217
2	22,100	23,600	25,154	26,007	26,529
3	22,620	24,380	26,183	27,047	27,569
4	23,400	25,420	27,338	28,191	28,713
5	24,336	26,564	28,554	29,626	30,180
6	25,480	27,812	29,792	30,864	31,625
7	26,572	29,112	31,133	32,111	32,868
8	27,612	30,412	32,579	33,339	34,101
9	28,548	31,712	33,817	34,577	35,338
10	29,380	32,960	35,054	35,814	36,576
11		34,104	36,292	37,052	37,813
12		35,144	37,529	38,290	39,051
13		36,132	38,767	39,527	40,289
14		37,068	39,703	40,463	41,121
17		38,078	40,713	41,473	42,131
21		39,088	41,723	42,483	43,141
25		40,098	42,733	43,493	44,151
29		41,108	43,743	44,503	45,161
34		42,118	44,753	45,513	46,171

*Step 1 not negotiated; established by Board.

**Because of budgetary cuts by the County Executive, the budget request of the Board of Education for teacher salaries was reduced. The schedule above was agreed to in renegotiations.

BALTIMORE COUNTY PUBLIC SCHOOLS

TOWSON, MARYLAND 21204

APPENDIX A-2

1988-89**

SALARY SCHEDULE—STANDARD PROFESSIONAL OR ADVANCED PROFESSIONAL CERTIFICATES

—TWELVE MONTHS—

Step	Bachelor's Degree	Master's (or Equiv.)	Master's (or Equiv.) +30	Master's (or Equiv.) +60	Doctor's Degree
*1	$25,553	$27,186	$28,822	$29,820	$30,674
2	25,857	27,612	29,430	30,428	31,039
3	26,465	28,525	30,634	31,645	32,256
4	27,378	29,741	31,985	32,983	33,594
5	28,473	31,080	33,408	34,662	35,311
6	29,812	32,540	34,857	36,111	37,001
7	31,089	34,061	36,426	37,570	38,456
8	32,306	35,582	38,117	39,007	39,898
9	33,401	37,103	39,566	40,455	41,345
10	34,375	38,563	41,013	41,902	42,794
11		39,902	42,462	43,351	44,241
12		41,118	43,909	44,799	45,690
13		42,274	45,357	46,247	47,138
14		43,370	46,453	47,342	48,112
17		44,551	47,634	48,523	49,293
21		45,733	48,816	49,705	50,475
25		46,915	49,998	50,887	51,657
29		48,096	51,179	52,069	52,838
34		49,278	52,361	53,250	54,020

*Step 1 not negotiated; established by Board.

**Because of budgetary cuts by the County Executive, the budget request of the Board of Education for teacher salaries was reduced. The schedule above was agreed to in renegotiations.

APPENDIX B
RESPONSIBILITY FACTOR SCHEDULE

Classification		Step	Position Responsibility Factor	
				Assistant Principals
I.	Principals of schools with 100 or more FTE employees and high school principals; Coordinators:	1	$6,188	$2,765
		2	6,594	2,980
		3	7,000	3,193
		4	7,406	3,407
		5	7,811	3,620
		6	8,217	3,833
II.	Principals of schools with 75 to 99.99 FTE employees:	1	$4,896	$2,485
		2	5,251	2,697
		3	5,606	2,911
		4	5,960	3,124
		5	6,316	3,337
		6	6,671	3,552
III.	Principals of schools with 50 to 74.99 FTE employees:	1	$4,470	$2,270
		2	4,825	2,484
		3	5,179	2,697
		4	5,535	2,911
		5	5,891	3,124
		6	6,246	3,336
IV.	Principals of schools with up to 49.99 FTE employees: Supervisors:	1	$4,045	$2,057
		2	4,399	2,270
		3	4,755	2,484
		4	5,110	2,697
		5	5,464	2,911
		6	5,819	3,125
V.	Assistant Principals of high schools	1	$3,256	
		2	3,470	
		3	3,684	
		4	3,897	
		5	4,111	
		6	4,325	
VI.	Department Chairmen (9.40 or more FTE employees assigned to department); Pupil Personnel Workers; Psychologists:	1	$1,775	
		2	1,845	
		3	1,917	
		4	1,985	
		5	2,058	
		6	2,131	
VII.	Department Chairmen (4.40 to 9.39 FTE employees assigned to department); Teaching Assistant Principals:	1	$1,207	
		2	1,277	
		3	1,348	
		4	1,418	
		5	1,488	
VIII.	Department Chairmen (1.40 to 4.39 FTE employees assigned to department); Elementary Administrative Assistants:	1	$780	
		2	851	
		3	922	
		4	994	

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:

Annual Salary		Amount of Basic Plan Life Insurance
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
11,000 but less than	12,000	12,000
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45,000 but less than	46,000	46,000
46,000 but less than	47,000	47,000
47,000 but less than	48,000	48,000
48,000 but less than	49,000	49,000
49,000 and over		50,000

OPTIONAL LIFE INSURANCE

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

Annual Salary	Optional Insurance	Regular and Additional Optional Insurance
Under $3,000	$ 1,000	$ 2,000
$ 3,000 but less than $ 4,000	2,000	4,000
4,000 but less than 5,000	3,000	6,000
5,000 but less than 6,000	4,000	8,000
6,000 but less than 7,000	7,000	14,000
7,000 but less than 8,000	8,000	16,000
8,000 but less than 9,000	9,000	18,000
9,000 but less than 10,000	9,000	18,000
10,000 but less than 11,000	9,000	18,000
11,000 but less than 12,000	10,000	20,000
12,000 but less than 13,000	11,000	22,000
13,000 but less than 14,000	12,000	24,000
14,000 but less than 15,000	13,000	26,000
15,000 but less than 16,000	14,000	28,000
16,000 and over	15,000	30,000

APPENDIX D
BOARD OF EDUCATION AND TEACHERS ASSOCIATION OF BALTIMORE COUNTY

Official Use Only

Grievance No. _____

Level Processed (circle one)

Informal I II III

GRIEVANCE REPORT FORM

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

Level I Filed With _____

Date Grievance Occurred _____

Date Grievance Filed _____

Send Copies to:

- Deputy Superintendent
- Assistant Superintendent
- Principal (or other appropriate administrator)
- TABCO
- Director, Staff Relations
- Retain one copy

Name of Grievant _____

School or Office _____

Home Address _____ Home Telephone _____

Nature of Grievance _____

_____

_____

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

Remedy Sought _____

_____

Signed _____

APPENDIX E—EXTRA COMPENSATION

INTERSCHOLASTICS

Badminton	3 units	Wrestling	4 units
Cheerleaders	3 units***	Baseball	3 units*
Cross Country	2 units*	Golf	3 units
Field Hockey	2 units*	Gymnastics	3 units
Football	3 units*	Lacrosse	3 units
Soccer	2 units*	Softball	3 units*
Volleyball	3 units*	Tennis	3 units*
Basketball	4 units	Track and Field	3 units*
Indoor Track	4 units		

Note: The junior varsity coach becomes an assistant varsity coach at the end of the junior varsity season.

Assistant Varsity Coaches: (See Sec. 16.10 for expected time commitment.)

Football	1½ units
Basketball	2 units
Lacrosse	1½ units
Indoor Track	**
Baseball	**
Softball	**
Track and Field	**

ACTIVITIES

AV Coordinator	2 units
Band	2 units
Chess (Interscholastic)	1 unit
Class Advisors	
Senior	2 units
Junior	2 units
Sophomore	1 unit
Freshman	1 unit
DECA	2 units
Drama	
Middle	1 unit
Senior High	2 units
Technical Theatre	2 units
FBLA	2 units
FFA	4 units
Forensics	2 units
Honor Society	1 unit
Intramurals	2 units
It's Academic	1 unit
Literary Magazine	1 unit
Mock Trial	1 unit
Newspaper	2 units
Odyssey of the Mind	1 unit
Quiz Bowl	1 unit
School Store	1 unit
SOEP	2 units
Student Council	
Middle	1 unit
High	3 units
VICA	2 units
Vocal Music	2 units
Yearbook	2 units

*One additional unit was negotiated, but due to lack of funding will be included in the budget request for fiscal year 1990.

**These additional assistant coaching positions were negotiated, but due to lack of funding will be included in the budget request for fiscal year 1990.

***This position was negotiated as a 3-season activity (fall-2 units, winter-3 units, spring-2 units), but due to lack of funding will be included in the budget request for fiscal year 1990.

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Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor

820790

OCTOBER 24, 1988

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. 1220-0001
Approval Expires 1/31/90

RECEIVED
OCT 31 1988
OFFICE OF STAFF RELATIONS

NOV 18 1988

Director of Staff Relations
Baltimore County School District
6901 North Charles Street
Towson , MD. 21204

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1988

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Baltimore Cnty MD Bd of Educ Prof ees WITH EDUCATION ASSOCIATION; NATIONAL MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

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

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 6000
2. Number and location of establishments covered by agreement 148 schools
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date

RANDALL D. GRIMSLEY — DIRECTOR, OFFICE of STAFF RELATIONS
Your Name and Position

301-494-4084
Area Code/Telephone Number

6901 N. CHARLES ST.
Address

TOWSON, MD 21204
City/State/ZIP Code

BLS 2452 (Rev. August 1984)