

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: May 23, 2006

TO: **BOARD OF EDUCATION**

FROM: Dr. Joe A. Hairston, Superintendent

SUBJECT: **TABCO SUPPLEMENT**

ORIGINATOR: Dr. Donald Peccia, Assistant Superintendent, Human Resources and Governmental Relations

RESOURCE PERSON(S): Daniel Capozzi, Staff Relations Manager

RECOMMENDATION

That the Board of Education review and approve the FY 07 Supplement to the Master Agreement between the Baltimore County Board of Education and the Teachers Association of Baltimore County (TABCO). The Supplement includes all changes negotiated during the 2005-2006 school year.

2006-2007

Supplement

to the

MASTER AGREEMENT

between the

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

and the

**Board of Education
of
Baltimore County**

July 1, 2006 - June 30, 2007

(This Document Replaces All Prior Supplements.)

ARTICLE IX – PROTECTION OF TEACHERS

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

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

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

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

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

ARTICLE X – TEACHING CONDITIONS

Substitutes

10.5.2 Substitute teachers shall be provided for special area teachers of art, music, physical education, and for elementary library media specialists, on the same basis as substitute teachers are provided for other classroom teachers. Every effort will be made, when appropriate, to provide substitutes for secondary library media specialists, special education resource teachers, and other teachers who provide direct instruction to students.

Additional Responsibilities

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

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

Editorial Changes: Move section 10.7.6 to the end of the section titled *Additional Responsibilities*, and renumber as 10.7.10. Move other sections up and renumber.

Move *PTA Meetings* (currently sections 10.14 – 10.14.2) to become sections 10.8 – 10.8.2. The remaining existing sections will be renumbered as 10.9 – 10.14.1.

Health & Safety

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

Non-teaching Duties

10.13 The Board shall provide instructional assistants and clerical personnel for the purpose of relieving teachers of such duties as duplicating instructional materials, entering and tabulating data, collecting money and materials from students, and supervising students in non-instructional activities. It is agreed, however, that when the performance of such duties is necessary to the fulfillment of a teacher's responsibilities, he/she shall be expected to do so.

ARTICLE XII - ABSENCES AND LEAVES

Sick Leave/Family Illness

12.10.5 A teacher on less than a twelve-month schedule, who is employed for additional periods of duty on a temporary basis or on extended year employment (EYE) is permitted to use sick leave during these periods. Such a teacher shall receive sick leave for the additional term of employment in proportion to the time worked, e.g., a teacher with three (3) years service employed six (6) weeks accrues three (3) days; three (3) weeks accrues one and one-half (1 1/2) days. Teachers assigned to summer school or workshops will be permitted to use sick leave for a maximum of 16% of scheduled workdays.

ARTICLE XIII – OBSERVATIONS, EVALUATIONS, AND FILES

Evaluation for Tenured Teachers:

13.6.5 In the event that the performance of a tenured teacher declines during the non-evaluation year, as determined by the principal, the principal will consult with and receive approval of the Area Assistant Superintendent to evaluate the teacher. In order for the principal to turn the non-evaluation year into an evaluation year, the following conditions shall occur prior to the last day of the first semester of the current year:

- the teacher should be observed two times, with appropriate pre- and post-observation conferences;
- the observation report forms, without a rating, must be given to the teacher summarizing strengths and needs from the lesson;
- if performance is unsatisfactory, as observed by the Area Assistant Superintendent or the Assistant to the Area Assistant Superintendent, notice must be given to the teacher in writing that this will now become an evaluation year, and that the teacher's rating is in danger of being lowered;
- an assistance plan, mutually developed by the teacher and members of the appraisal team and approved by the principal, must be implemented;

- after the teacher has been given a reasonable period of time to implement suggestions, a formal observation, with a rating, will be conducted before the last day of the first semester.

13.6.6 During the second semester of the current year, the procedures outlined in Sections 13.7 through 13.8.11 will apply.

ARTICLE XIV - TRANSFERS AND ASSIGNMENTS

General

14.1.1 Any teacher reassigned during the school year to a new position within the school shall be allowed one (1) duty day without teaching for the purposes of preparing for the new assignment. Whenever possible, no other responsibilities will be assigned.

Editorial Change: Renumber current section 14.1.1 as 14.1.2.

Voluntary

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

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

14.2.2 Vacancies will be entered by the Director of Personnel or designee onto the BCPS website that will be updated at a minimum, weekly.

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

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

14.2.5 Teachers who have requested transfers or reassignment shall be notified in writing by letter or email, by three (3) duty days prior to the last duty day of the school year of the action taken by the Department of Human Resources 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 remain active until August 1, and may be considered after

that date. When a vacancy occurs during the school year, consideration will be given, whenever possible, to those teachers who requested a transfer to that school during the previous transfer period.

Notification of Assignment

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

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

ARTICLE XV - Professional Growth & Training

Reimbursement

15.1 The Board will reimburse teachers for tuition and fee charges up to one hundred fifty dollars (\$150) per credit provided that such courses have been approved by the Superintendent or his/her designee. There will be a limitation of nine (9) credits reimbursement per teacher per year. In programs requiring more than nine (9) credits per year the nine (9) credit limitation shall be waived.

15.2 Teachers involved in approved qualifying professional development activities or activities that lead to recertification or relicensure not providing college credit will be reimbursed for registration/enrollment costs on a credit equivalent basis.

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

ARTICLE XVI - PROFESSIONAL COMPENSATION AND TEACHER RESPONSIBILITY

Responsibility Factors

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

SUPPLEMENTAL SALARY SCHEDULE

06-07

Department chairmen and team leaders with 15 or more employees assigned to department or team	\$4650
Psychologists, department chairmen, and team leaders with 10 to 14 employees assigned to department or team	\$3987
Department chairmen and team leaders with 5 to 9 employees assigned to department or team	\$3324
Department chairmen and team leaders with 1 to 4 employees assigned to department or team	\$2660

Extended Year Employment (EYE)

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

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

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

Workshops

16.6 Teachers participating in any workshop activities during the summer, where curriculum is developed for countywide or school-wide use and in cooperation with the appropriate Baltimore County Public School Office, shall be compensated at the following rate:

06-07 school year \$238.88 per day or \$36.75 per hour

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

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

06-07 school year \$170.63 per day or \$26.25 per hour for attendees
 \$204.75 per day or \$31.50 per hour for presenters

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

Summer School

16.7 All teachers of summer school shall be paid at the rate of two hundred seventy-three dollars (\$273) per day for a six and one-half (6 1/2) hour work day, or forty-two dollars (\$42) per hour, for the 2006-07 school year. This amount shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule. Teachers of classes involving different amounts of duty time will be paid on a prorated basis.

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

Evening & Saturday High School

16.9 Teachers of evening and Saturday high school shall be paid thirty-one dollars and fifty cents (\$31.50) per hour. Teachers/leaders of other programs where teachers, apart from their regular contractual salaried employment, are involved in teaching/tutoring K-12 students on an hourly basis in academic areas related to the regular curriculum shall be paid twenty-six dollars and twenty-five cents (\$26.25) per hour. These amounts shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule.

ARTICLE XIX – AD HOC STUDY COMMITTEES

19.2 An ad hoc committee composed of representatives of the Board of Education and TABCO shall be appointed to review **Appendix D – Extra Compensation**, including the discussion of student interest groups, and to make recommendations. The committee will make its final report in time for inclusion in discussions for the FY 08 negotiations.

Memorandum of Understanding Between the Teachers' Association of Baltimore County (TABCO), Inc. And the Board of Education of the Baltimore County Public Schools

This MOU expires on June 30, 2007 unless it is mutually agreed to renew it beyond that date.

The Manager of the Office of Staff Relations will write a letter to the principals of schools with two half-day sessions of kindergarten that are taught by the same person. The letter will advise them that it is permissible to provide a substitute teacher in order for the teacher to have an additional day for conferencing with parents/guardians, when requested by the teacher, for Fall and Spring Conference Days.

This provision will remain in effect for any year when Conference Days are provided in the BCPS school calendar, through June 30, 2007.

For the Board:

For the Association:

Name Date

Name Date

Memorandum of Understanding Between the Teachers' Association of Baltimore County (TABCO), Inc. And the Board of Education of the Baltimore County Public Schools

This MOU expires on June 30, 2007 unless it is mutually agreed to renew it beyond that date.

Representatives of the Department of Human Resources and TABCO will meet to discuss their respective ideas related to the transfer process in the Baltimore County Public Schools, as they relate to No Child Left Behind and the needs of the students in the BCPS.

For the Board:

For the Association:

Name Date

Name Date

APPENDIX A
Salary Scale for 10-Month Teachers, 2006-07

STEP	BA	MA	MA+30	MA+60	DOC	STEP
01	40,000	41,600	43,600	44,750	45,750	01
02	40,700	42,224	44,254	45,421	46,436	02
03	41,412	42,857	44,918	46,103	47,133	03
04	42,137	43,607	45,704	46,909	47,958	04
05	42,874	44,370	46,504	47,730	48,797	05
06	43,517	45,480	47,666	48,924	50,017	06
07	44,170	46,420	49,096	50,391	51,517	07
08	44,833	47,980	50,750	52,100	53,063	08
09	45,505	49,700	52,675	54,025	54,787	09
10	46,188	51,450	54,600	55,925	56,705	10
11		53,400	56,525	57,900	58,690	11
12		55,000	58,425	59,800	60,744	12
13		56,800	60,325	61,700	62,870	13
14		58,600	62,300	63,648	65,070	14
15						15
16		60,700	64,525	65,876	67,348	16
17						17
18						18
19		63,000	66,875	68,181	69,705	19
20						20
21						21
22		65,400	69,250	70,600	72,144	22
23						23
24		67,700	71,800	73,125	74,670	24
25						25
26		70,250	74,450	75,850	77,656	26
27						27
28						28
29						29
30						30

APPENDIX B
FLEXIBLE BENEFITS PLAN 2006-2007

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2006-8/31/2007

MEDICAL INSURANCE	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 5,792.04	\$579.20	\$ 28.96
Parent/Child	11,475.57	1,147.40	57.37
Husband/Wife	13,821.95	1,382.00	69.10
Family	15,583.88	1,558.20	77.91
Kaiser Permanente HMO (Maryland Only)			
Individual	\$ 4,664.04	\$ 466.40	\$ 23.32
Parent/Child(ren)	8,861.88	886.00	44.30
Husband/Wife	10,960.68	1,096.00	54.80
Family	13,992.24	1,399.20	69.96
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$ 5,286.24	\$ 528.60	\$ 26.43
Parent/Child	10,308.36	1,030.80	51.54
Husband/Wife	11,630.40	1,163.00	58.15
Family	16,652.04	1,665.20	83.26
DENTAL INSURANCE			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$ 270.94	\$ 94.80	\$ 4.74
Parent/Child or Husband/Wife	586.91	205.40	10.27
Family	889.98	311.40	15.57
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$ 308.90	\$ 132.60	\$ 6.63
Parent/Child or Husband/Wife	647.82	266.20	13.31
Family	1,088.10	509.60	25.48
CIGNA Dental DHMO			
Individual	\$ 319.20	\$ 143.00	\$ 7.15
Parent/Child or Husband/Wife	611.76	230.20	11.51
Family	919.68	341.00	17.05
VISION INSURANCE VISION SERVICE PLAN			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$34.32	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	136.44	102.00	5.10

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

**APPENDIX D - EXTRA COMPENSATION
2006-07**

INTERSCHOLASTICS -- Varsity Head Coach*

\$1739	\$2606	\$2978
Allied Sports (per season)	Field Hockey	Volleyball
Cheerleading (Spring)	Soccer	
Middle School Coaches	Cheerleading (Winter)	\$3227
	Baseball	Indoor Track
	Lacrosse	
\$2109	Softball	\$3971
Badminton	Tennis	Basketball
Cheerleading (Fall)	Track & Field	Wrestling
Cross Country	Certified Athletic	
Golf	Trainer (per season)	\$4468
	Athletic Directors (per season)	Football

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

ACTIVITIES

\$869	\$1739	\$2109
Band**	AV Coordinator	Band**
Black Saga	Band**	Computer Liaison**
Chess	Class Advisor -- Junior	Forensics**
Class Advisor -- Freshman	Class Advisor -- Senior	Newspaper**
Class Advisor -- Sophomore	Computer Liaison**	Student Council -- High School
Computer Liaison**	DECA	
Destination Imagination **	Destination Imagination**	\$2606
Drama -- Middle School	Drama -- Secondary	Band**
Future Teachers of Maryland	Drama -- Technical Theatre	Computer Liaison**
Honor Society	FBLA	FFA
HOSA	Forensics**	Forensics**
It's Academic	Intramurals	Newspaper**
Key Club, Rotoract, etc.	Newspaper**	
Literary Magazine	Odyssey of the Mind**	
MESA	SAT Coordinator	
Mock Trial	SOEP	
NAHS	VICA	
NVHS	Vocal Music	
Odyssey of the Mind**	Yearbook	
Quiz Bowl	Student Service Learning**	
SADD		
School Store		
Student Council -- Middle School		
Student Service Learning**		

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