

2009-2010

# Supplement

to the

## MASTER AGREEMENT

between the

**Board of Education of Baltimore County**

and the

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

**(THIS SUPPLEMENT INCLUDES NEGOTIATED REVISIONS TO THE  
MASTER AGREEMENT.)**

## **Article VII - Negotiations Procedures**

### **Designation of Negotiators**

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

**(NO CHANGE TO SECTION 7.1.1.)**

### **Proposals**

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

### **Time Limit - Impasse**

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

**(NO CHANGE TO SECTIONS 7.3.1, 7.3.2, and 7.3.3.)**

### **Ratification**

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

**(NO CHANGE TO SECTIONS 7.4.1 through 7.10.)**

## **Article XII – Absences and Leaves**

### **Child Rearing Leave**

**12.7.1** Requests 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. In the event of a premature delivery (before the completion of the thirty-seventh (37<sup>th</sup>) week), where the employee has not yet filed for leave, the *Application for Child Rearing Leave of Absence* must be received in the Department of Human Resources no later than thirty (30) days from the date of the birth of the child(ren).

**(NO CHANGES FOR SECTIONS 12.7 and 12.7.2 through 12.7.7.)**

## **ARTICLE XIV – Transfers and Assignments**

### **Involuntary/Excess**

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

**14.3.1** The principal, with the approval of the Area Assistant Superintendent, shall determine which teacher is to be involuntarily transferred based on the best interests of the students and the program of instruction.

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

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

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

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

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

## Article XVI - Professional Compensation and Teacher Responsibilities

### Responsibility Factors

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

<b>SUPPLEMENTAL SALARY SCHEDULE</b>	<b>2009-2010</b>
Department chairmen and team leaders with 15 or more employees assigned to department or team	<b>\$5,005*</b>
Psychologists, department chairmen, and team leaders with 10 to 14 employees assigned to department or team	<b>\$4,291*</b>
Department chairmen and team leaders with 5 to 9 employees assigned to department or team	<b>\$3,578*</b>
Department chairmen and team leaders with 1 to 4 employees assigned to department or team	<b>\$2,863*</b>

### Workshops

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

09-10 school year      \$257.14 per day or \$39.56 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:

09-10 school year      \$183.66 per day or \$28.26 per hour for attendees\*  
   \$220.39 per day or \$33.91 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.

\* **Funding for these increased rates becomes available on January 21, 2010.**

## **Summer School**

**16.7** All teachers of summer school shall be paid at the rate of two hundred ninety-three dollars and eighty-six cents (\$293.86\*) for a six and one-half (6½) hour work day, or forty-five dollars and twenty-one cents (\$45.21\*) per hour during the 09-10 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-three dollars and ninety-one cents (\$33.91\*) 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-eight dollars and twenty-six cents (\$28.26\*) per hour. These amounts shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule.

## **Extra Compensation**

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

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

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

**16.10.3** The Area Assistant Superintendent shall approve all compensation for extra duty.

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

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

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

\* **Funding for these increased rates becomes available on January 21, 2010.**

**16.10.7** AVID Coordinators, as listed in Appendix D, shall be compensated based upon the number of teachers being supervised (Category 3: 1-3 teachers; Category 4: >3 teachers).

**MEMORANDUM OF UNDERSTANDING**

***THIS MEMORANDUM EXPIRES ON SEPTEMBER 30, 2009, UNLESS BOTH PARTIES AGREE TO RENEW OR MODIFY IT.***

Representatives of TABCO and the Board of Education agree to participate in a study committee that will examine the topics of:

- the duties, responsibilities, and compensation of middle and high school department chairpersons
- the creation of elementary school level chairpersons.

Recommendations from this committee will be presented to the TABCO Board of Directors and to the Superintendent no later than September 30, 2009.

**MEMORANDUM OF UNDERSTANDING**

***THIS MEMORANDUM EXPIRES ON JUNE 30, 2010, UNLESS BOTH PARTIES AGREE TO RENEW OR MODIFY IT.***

Representatives of TABCO and the Board of Education agree to participate in a study committee that will examine the topics of:

- extended school day
- teacher workload
- compensation related to the items above.

Recommendations from this study committee will be presented to the TABCO Board of Directors and to the Superintendent no later than June 30, 2010.

**APPENDIX A**

**BALTIMORE COUNTY PUBLIC SCHOOLS**

**2009-2010 Salary Scale for 10-Month Teachers**

**Effective July 1, 2009**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA30</b>	<b>MA60</b>	<b>DOC</b>	<b>Step</b>
<b>01</b>	42,000	43,264	45,344	46,540	47,580	<b>01</b>
<b>02</b>	42,328	43,913	46,024	47,238	48,293	<b>02</b>
<b>03</b>	43,068	44,571	46,715	47,947	49,018	<b>03</b>
<b>04</b>	43,822	45,351	47,532	48,785	49,876	<b>04</b>
<b>05</b>	44,589	46,145	48,364	49,639	50,749	<b>05</b>
<b>06</b>	45,258	47,299	49,573	50,881	52,018	<b>06</b>
<b>07</b>	45,937	48,277	51,060	52,407	53,578	<b>07</b>
<b>08</b>	46,626	49,899	52,780	54,184	55,186	<b>08</b>
<b>09</b>	47,325	51,688	54,782	56,186	56,978	<b>09</b>
<b>10</b>	48,036	53,508	56,784	58,162	58,973	<b>10</b>
<b>11</b>		55,536	58,786	60,216	61,038	<b>11</b>
<b>12</b>		57,200	60,762	62,192	63,174	<b>12</b>
<b>13</b>		59,072	62,738	64,168	65,385	<b>13</b>
<b>14</b>		60,944	64,792	66,194	67,673	<b>14</b>
<b>15</b>						<b>15</b>
<b>16</b>		63,128	67,106	68,511	70,042	<b>16</b>
<b>17</b>						<b>17</b>
<b>18</b>						<b>18</b>
<b>19</b>		65,520	69,550	70,908	72,493	<b>19</b>
<b>20</b>						<b>20</b>
<b>21</b>						<b>21</b>
<b>22</b>		68,016	72,020	73,424	75,030	<b>22</b>
<b>23</b>						<b>23</b>
<b>24</b>		70,408	74,672	76,050	77,657	<b>24</b>
<b>25</b>						<b>25</b>
<b>26</b>		73,060	77,428	78,884	80,762	<b>26</b>

**APPENDIX A**

**BALTIMORE COUNTY PUBLIC SCHOOLS**

**2009-2010 Salary Scale for Ten-Month Teachers**

**Effective January 21, 2010**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA30</b>	<b>MA60</b>	<b>DOC</b>	<b>Step</b>
01	43,000	44,014	46,094	47,290	48,330	01
02	43,335	44,674	46,785	47,999	49,055	02
03	43,985	45,456	47,604	48,839	49,913	03
04	44,755	46,251	48,437	49,694	50,787	04
05	45,538	47,061	49,285	50,564	51,676	05
06	46,221	48,237	50,517	51,828	52,968	06
07	46,915	49,685	52,033	53,383	54,557	07
08	47,619	51,374	53,802	55,198	56,412	08
09	48,333	53,172	55,685	57,130	58,386	09
10	49,058	55,033	57,634	59,129	60,429	10
11		56,959	59,651	61,199	62,544	11
12		58,810	61,589	63,188	64,577	12
13		60,722	63,591	65,241	66,676	13
14		62,695	65,658	67,361	68,843	14
15		63,792	66,807	68,540	70,048	15
16		64,909	67,976	69,740	71,273	16
17		66,044	69,166	70,960	72,521	17
18		67,200	70,376	72,202	73,790	18
19		68,376	71,608	73,466	75,081	19
20		69,573	72,861	74,751	76,395	20
21		70,616	73,954	75,872	77,541	21
22		71,676	75,063	77,011	78,704	22
23		72,751	76,189	78,166	79,885	23
24		73,842	77,332	79,338	81,083	24
25		74,950	78,492	80,528	82,299	25
26		76,074	79,669	81,736	83,534	26
27*		77,595	81,262	83,371	85,204	27
28*		79,147	82,887	85,038	86,908	28
29*		80,730	84,545	86,739	88,646	29
30*		82,344	86,236	88,474	90,419	30

\* All employees on Step 26 at the end of the 2008-09 school year will advance to Step 27 on January 21, 2010. The same employees will advance to Step 28 in 2010-11, Step 29 in 2011-12, and Step 30 in 2012-13, if funded.



**APPENDIX D  
EXTRA COMPENSATION  
Effective July 1, 2009**

(The new rates, in parentheses, will become effective on January 21, 2010.)

**STUDENT ACTIVITIES**

<b>\$904 (\$936)</b>	<b>\$1,809 (\$1872)</b>	<b>\$2,193 (\$2,270)</b>
Black Saga	Class Advisor -- Junior	Dance**
Chess	Class Advisor -- Senior	Forensics**
Class Advisor -- Freshman	Dance**	Instrumental Music **++
Class Advisor -- Sophomore	DestiNation ImagiNation**	Junior Reserve Officer
DestiNation ImagiNation **	Distributive Education Clubs	Training Corps**
Drama -- Middle School	of America	Newspaper**
Future Educators' Association	Drama -- Secondary	Student Council --
National Honor Societies++	Drama -- Technical Theatre	High School
Health Occupation Students	Forensics**	
of America	Future Business Leaders	
Instrumental Music**++	of America	<b>\$2,710 (\$2,805)</b>
It's Academic	Intramurals	Dance**
Key Club, Rotoract, etc.	Instrumental Music**++	Forensics**
Literary Magazine	Newspaper**	Future Farmers of
Math Counts	Scholastic Aptitude Test	America
Math 24 Challenge	Coordinator	Instrumental Music **++
Math, Engineering , and Science	SkillsUSA	Junior Reserve Officer
Achievement	Student Service Learning**	Training Corps**
Mock Trial	Supervised Occupational	Newspaper**
Quiz Bowl	Exploration Program	
School Store	Vocal Music	
Student Council -- Middle School	Yearbook	
Student Service Learning**		
Students Against Destructive Decisions		

**OTHER ACTIVITIES**

<b>\$904 (\$936)</b>	<b>\$2,193 (\$2,270)</b>
Elementary School Assessment Liaison	Advancement Via Individual Determination
Science Fair Coordinator**	Coordinator**++
Science, Technology, Engineering, and Math	Technology Liaison**
Fair Coordinator**	
Technology Liaison**	
<b>\$1,809 (\$1,872)</b>	<b>\$2,710 (\$2,805)</b>
Multimedia Coordinator	Advancement Via Individual Determination
Science Fair Coordinator**	Coordinator**++
Science, Technology, Engineering, and Math	Technology Liaison**
Fair Coordinator**	
Technology Liaison**	

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

**++Additional information is located within Article XVI.**

**APPENDIX D (continued)**  
**EXTRA COMPENSATION**  
**Effective July 1, 2009**

(The new rates, in parentheses, will become effective on January 21, 2010.)

**INTERSCHOLASTICS -- Varsity Head Coach\***

<b>\$1,809 (\$1,872)</b>	<b>\$2,710 (\$2,805)</b>	<b>\$3,097 (\$3205)</b>
Allied Sports (per season)	Field Hockey	Volleyball
Cheerleading (Spring)	Soccer	
Middle School Coaches	Cheerleading (Winter)	<b>\$3,356 (\$3,473)</b>
	Baseball	Indoor Track
	Lacrosse	
<b>\$2,193 (\$2,270)</b>	Softball	<b>\$4,130 (\$4,275)</b>
Badminton	Tennis	Basketball
Cheerleading (Fall)	Track & Field	Wrestling
Cross Country	Certified Athletic	
Golf	Trainer (per season)	<b>\$4,647 (\$4,810)</b>
	Athletic Directors	Football
	(per season)	

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