

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2019-2020 Negotiations  
**Teachers Association of Baltimore County (TABCO)**  
Summary of Tentative Agreements

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**DEFINITIONS**

**SUPERVISOR/ADMINISTRATOR —THE TERM "SUPERVISOR/ADMINISTRATOR" SHALL MEAN THE SUPERVISOR/ADMINISTRATOR OR PRINCIPAL OF ANY WORKSITE OR FUNCTIONAL DIVISION OR GROUP WHO HAS DIRECT RESPONSIBILITY FOR SUPERVISING UNIT MEMBERS.**

**EDUCATOR COUNCIL – ASSEMBLY OF ELECTED REPRESENTATIVES OF A SCHOOL’S, WORKSITE’S OR OFFICE’S EDUCATORS FOR THE PURPOSE OF ESTABLISHING AND IMPLEMENTING THE PARAMETERS OF ARTICLE IV OF THE MASTER AGREEMENT.**

EYE – Extended Year Employment – Certain additional days of employment **THAT OCCUR BEFORE OR AFTER THE REGULAR SCHOOL YEAR** for **BCPS EMPLOYED** ten-month **UNIT MEMBERS** [teachers that occur before or after the regular school year].

**EDUCATOR [Teacher] – All [certificated] personnel WHO ARE REQUIRED BY THEIR POSITION TO HOLD A PROFESSIONAL CERTIFICATE ISSUED BY THE MARYLAND STATE DEPARTMENT OF EDUCATION [and all school nurses, except for administrative and supervisory personnel, represented exclusively by the Association in the negotiating unit as defined in Article I, Recognition] AND ALL PROFESSIONALLY LICENSED PERSONNEL, SCHOOL NURSES AND JROTC INSTRUCTORS WHO ARE ELIGIBLE FOR ASSOCIATION MEMBERSHIP AND WHO ARE REPRESENTED EXCLUSIVELY BY THE ASSOCIATION IN NEGOTIATIONS AS DEFINED IN ARTICLE I, RECOGNITION.**

**WORKSITE – THE TERM WORKSITE SHALL MEAN ANY WORK LOCATION.**

**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 **PERSONNEL**, professionally **LICENSED** personnel, school nurses **AND JUNIOR RESERVE OFFICER’S TRAINING CORPS (JROTC) INSTRUCTORS** except administrative and supervisory personnel and employees named by the Board of Education to act in a negotiating capacity as specified in Subsection 6-408 of the negotiations law.

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**ARTICLE III - Association's Rights, Privileges, and Responsibilities**

3.1 There will be no **RETALIATORY, ARBITRARY OR CAPRICIOUS ACTIONS** [reprisals] of any kind taken against an **EDUCATOR** [teacher] as a result of his/her proper exercise of authority and responsibility in performing assigned duties **AS AN EDUCATOR**, membership in the Association, **ACTING AS A REPRESENTATIVE OF THE ASSOCIATION**, participation in any of its legal activities, or participation in the grievance procedure provided in this Agreement.

**3.1.2 THE ASSOCIATION AND BOARD CONSIDER WORKPLACE BULLYING UNACCEPTABLE AND WILL NOT TOLERATE IT UNDER ANY CIRCUMSTANCES. EXAMPLES OF BULLYING BEHAVIOR INCLUDE, BUT ARE NOT LIMITED TO UNWANTED, OFFENSIVE, HUMILIATING, OR UNDERMINING BEHAVIOR TOWARDS AN INDIVIDUAL OR GROUP OF EMPLOYEES. IF AN EMPLOYEE BELIEVES THAT THEY ARE THE TARGET OF BULLYING BEHAVIOR, A FORMAL COMPLAINT SHOULD BE LODGED WITH THE OFFICE OF INVESTIGATIONS.**

**Communication from Staff**

3.12 **AS A STAKE HOLDER, THE ASSOCIATION SHALL HAVE ACCESS TO THE BCPS NEWS HUB. ASSOCIATION REQUESTS FOR OTHER SPECIFIC INFORMATION SHALL BE DIRECTED TO THE DEPARTMENT OF STAFF RELATIONS AND EMPLOYEE PERFORMANCE MANAGEMENT.** [ The Association will receive at least five (5) copies of all communications concerning salaries, wages, hours, and working conditions of teachers which are given general distribution to schools, teachers and/or principals. The Association will also receive at least seven (7) copies of any policies or regulations that are to be included in the "Manual of Policies and Regulations." The Association executive director and /or his/her designee will be provided access to the BCPS intranet log in.]

**ARTICLE IV – Councils EDUCATOR [Faculty] Councils**

**Meetings with the SUPERVISOR/ADMINISTRATOR [Principal]**

4.3 Each **SUPERVISOR/ADMINISTRATOR** [principal] shall consider the advice of the **EDUCATOR** council in developing and evaluating policies and practices of the **WORKSITE** [school].

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

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

**Meetings Regarding Professional Development AND CURRICULAR ISSUES**

**4.7** Staff members designated by the Superintendent shall meet with **A COMMITTEE OR GROUP DESIGNATED BY** the Association [s Instructional and Professional Development Committee] on a regularly scheduled basis to discuss and receive recommendations on curriculum, instruction, staff development **ISSUES** and **THE** delivery of such services. The parties may create subcommittees to study topics, as they deem **NECESSARY** [desirable].

**Article VI – EDUCATOR [Teacher] Rights, Privileges, and Responsibilities**

**Just Cause**

**6.3** No **EDUCATOR** [teacher] shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage as defined in this Agreement, by anyone other than their immediate **SUPERVISOR/ADMINISTRATOR** without just cause. Inherent in the concept of just cause is "**CORRECTIVE COUNSELING AND** progressive discipline." Progressive discipline **IS GENERALLY APPLIED SEQUENTIALLY AND** consists of **CORRECTIVE** counseling, **WARNING LETTER**, [conference summary, oral reprimand], **OFFICIAL LETTER OF** [written] reprimand, suspension and discharge [and should be applied sequentially]. **EARLY STEPS OF PROGRESSIVE DISCIPLINE MAY BE SKIPPED DEPENDING ON THE NATURE AND THE SEVERITY OF THE INFRACTION.**

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**6.3.1 ADMINISTRATORS SHALL DOCUMENT CORRECTIVE COUNSELING SESSIONS USING A CONFERENCE SUMMARY AND SHALL PROVIDE THE EDUCATOR WITH A COPY WHICH SHALL BE SIGNED ACKNOWLEDGING RECEIPT.**

**6.3.2 IN ACCORDANCE WITH ARTICLE 6.10 OF THIS AGREEMENT, UNIT MEMBERS SHALL BE ADVISED OF THEIR RIGHT TO REPRESENTATION PRIOR TO ANY INVESTIGATION OR CONFERENCE/MEETING CONVENED FOR THE PURPOSE OF DISCIPLINE.**

**6.3.3 AN EDUCATOR MAY REQUEST THAT A TABCO UNISERVE DIRECTOR OR AN ASSOCIATION BUILDING REPRESENTATIVE ATTEND SAID CONFERENCE OR MEETING AS THEIR REPRESENTATIVE. SUCH REQUESTS SHALL BE SUBMITTED IN WRITING BY THE EDUCATOR TO THE APPROPRIATE ADMINISTRATOR.**

**6.3.4** [Early steps may be skipped depending on the gravity of the infraction.] If a[n] **SUPERVISOR/ADMINISTRATOR** [immediate supervisor/administrator] has reason to reprimand an employee, it shall not be done in the presence of other non-administrative personnel, students, or the public. **THIS RESTRICTION SHALL NOT APPLY WHEN THE EDUCATOR HAS OPTED TO BE REPRESENTED BY AN ASSOCIATION BUILDING REPRESENTATIVE PURSUANT TO ARTICLE 6.3.3 ABOVE.** [Unless the member has opted to be represented by an association building representative pursuant to 6.3.3 above].

**6.3.5** [1] In addition, following a probationary period not to exceed two (2) years, no school nurse shall be discharged without just cause.

### **Citizen Rights**

**6.5.6.1 THE ASSOCIATION MAY DISSEMINATE INFORMATION TO ITS MEMBERS.**

### **Representation**

**6.10** When a meeting with **AN EDUCATOR** [teacher] is **CONVENED** [being called] for the purpose of **AN INVESTIGATION**, discipline, suspension, demotion, or discharge, the **EDUCATOR** [teacher] shall be advised of his/her right to representation prior to the beginning of any such conference or meeting and **SHALL** be given time to arrange for representation. **AT AN EDUCATOR'S REQUEST AND IN ACCORDANCE WITH ARTICLE 6.3.3, AN**

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**ASSOCIATION BUILDING REPRESENTATIVE MAY SERVE AS AN EDUCATOR'S REPRESENTATIVE.**

**ARTICLE IX - Protection of EDUCATORS [Teachers]  
(Personal Injury Benefits and Property Loss)**

**Property Loss-General**

**9.3.2** No coverage shall exceed **one thousand five hundred (\$1,500.00) dollars** [six hundred fifty dollars (\$650)].

**EDUCATOR TRAUMA**

**9.4 AN EMERGENCY EDUCATOR COUNCIL MEETING WITH THE ADMINISTRATION SHALL BE CONVENED WITHIN TWO DUTY (2) DAYS OF A SIGNIFICANT DISTURBANCE THAT PARTIALLY OR TOTALLY IMPACTS THE OVERALL WELL BEING OF THE SCHOOL COMMUNITY. THE PURPOSE OF THE MEETING SHALL BE TO COLLABORATIVELY DISCUSS THE TRAUMA TO THE SCHOOL COMMUNITY, DETERMINE THE ROOT CAUSE, ASSESS THE SCHOOL RESPONSE AND IDENTIFY MEASURES TO BE TAKEN TO AVOID/REACT TO SIMILAR FUTURE DISTURBANCES.**

**9.4.1 THE EDUCATOR COUNCIL IN PARTNERSHIP WITH THE SCHOOL ADMINISTRATION SHALL ALSO DETERMINE WHAT SUPPORTS, IF ANY, THE FACULTY AND STAFF MAY REQUIRE IN ORDER TO MOVE FORWARD IN A HEALTHY MANNER. IF IT IS DETERMINED THAT BCPS MENTAL HEALTH SUPPORT IS NEEDED, THE ADMINISTRATOR SHALL SUBMIT A REQUEST TO THE BCPS EMPLOYEE ASSISTANCE PROGRAM (EAP) WHICH SHALL PROVIDE SUPPORT WITHIN TWO (2) DUTY DAYS OF THE REQUEST.**

**9.4.2 IN THE EVENT AN EDUCATOR IS THREATENED, ATTACKED, INTERVENES IN A FIGHT, WITNESSES A SERIOUS ACT OF VIOLENCE OR THE ARREST OF A STUDENT(S), THE ADMINISTRATOR/SUPERVISOR OR DESIGNEE SHALL IMMEDIATELY DETERMINE IF THE EDUCATOR DESIRES AND/OR REQUIRES ASSISTANCE AND SHALL COORDINATE WITH THE BCPS EAP TO PROVIDE THE NECESSARY SUPPORT.**

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**ARTICLE X - Teaching Conditions**

**General**  
**Health & Safety**

**10.1** The Board agrees that it shall maintain safe, sanitary, healthful working conditions.

**10.1.1** When, in the judgment of the **EDUCATOR** [Faculty] Council, any room, building or area presents a health or safety hazard, or a condition unsuitable for teaching or supervising children, duly qualified personnel shall be contacted by the principal **WITHIN THREE (3) DUTY DAYS** and asked to make a timely inspection. As information from duly qualified personnel is shared with the principal regarding this inspection, the information will be shared with the chairperson of the **EDUCATOR** [Faculty] Council and/or other initiating party within three (3) duty days.

If the chairperson of the **EDUCATOR** [Faculty] Council and/or other initiating party has concerns with or questions about the information shared, he/she shall submit those concerns/questions in writing to the principal for forwarding to the Executive Director of the Department of Facilities Management or the Manager of the Office of Employee Absence and Risk Management. The appropriate office will provide a written response **WITHIN FIFTEEN (15) DUTY DAYS OF RECEIPT** of the inquiry to the principal and the chairperson of the **EDUCATOR** [Faculty] Council and/or other initiating party [within fifteen (15) duty days of receipt of the inquiry]. **UPON REQUEST OF THE EDUCATOR COUNCIL CHAIR OR INITIATING PARTY TO THE ADMINISTRATOR/SUPERVISOR, [A permanent record of,] THE WORK ORDER REQUEST STATUS LIST [and work done to close those work orders] SHALL BE MADE AVAILABLE FOR REVIEW WITHIN TWO (2) DUTY DAYS OF THE REQUEST** [or their designee and the chair of the Association faculty representatives or their designee upon request to the supervisor/administrator].

**10.1.6 EDUCATORS WHO ARE REQUIRED TO VACATE THEIR WORK AREAS DUE TO ONGOING CONSTRUCTION OR RENOVATION DURING THE SCHOOL YEAR SHALL BE ALLOWED UP TO TWO (2) DUTY DAYS WITHOUT TEACHING OR OTHER ASSIGNED RESPONSIBILITIES FOR THE PURPOSE OF PACKING MATERIALS FROM THEIR CURRENT CLASSROOM AND/OR ESTABLISHING A TEMPORARY CLASSROOM.**

**EDUCATORS WHO ARE REQUIRED TO MOVE DURING THE SCHOOL YEAR INTO A NEW PERMANENT CLASSROOM AS A RESULT OF COMPLETED CONSTRUCTION**

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**OR RENOVATION SHALL BE ALLOWED UP TO TWO (2) DUTY DAYS WITHOUT TEACHING OR OTHER ASSIGNED RESPONSIBILITIES FOR THE PURPOSE OF PACKING MATERIALS FROM THEIR CURRENT CLASSROOM AND ESTABLISHING THEIR NEW CLASSROOM.**

**EDUCATORS WHO ARE REQUIRED TO PACK/UNPACK THEIR WORK AREAS AFTER DUTY HOURS OR ON WEEKENDS SHALL BE COMPENSATED APPROPRIATELY.**

**EDUCATORS SHALL NOT BE REQUIRED TO USE PLANNING TIME OR THEIR DUTY FREE LUNCH FOR THE PURPOSE OF PACKING OR UNPACKING THEIR WORK AREAS AS A RESULT OF CONSTRUCTION OR SCHOOL RENOVATIONS.**

[10.1.5 No scheduled painting of any school facility shall occur during the normal work day.]

[10.1.6 When a work area has been renovated or built, teachers will be allowed two (2) paid duty days to prepare their work area for regular use.]

**Regular School Day**

**10.6.6 A SCHOOL NURSE MAY LEAVE A SCHOOL DURING THE DUTY FREE LUNCH PERIOD WHEN THE SCHOOL FIRST AID, CPR AND MEDICATION BACKUPS ARE PRESENT AND ABLE TO PROVIDE COVERAGE. THE SCHOOL NURSE SHALL NOTIFY THE APPROPRIATE ADMINISTRATOR OR DESIGNEE ACCORDINGLY PRIOR TO LEAVING THE SCHOOL BUILDING. THE ADMINISTRATOR OR THEIR DESIGNEE WILL TRIAGE STUDENTS DURING THE NURSE'S ABSENCE AND WILL INVOLVE IDENTIFIED BACK-UP STAFF AS APPROPRIATE. UPON RETURNING TO THE SCHOOL BUILDING FROM A DUTY-FREE LUNCH PERIOD, THE NURSE SHALL NOTIFY THE SCHOOL SECRETARY OR OTHER DESIGNATED PERSON.**

**Additional Responsibilities**

10.7.3 Supervising evening and night student activities approximately four (4) times per year, [including] **WHICH INCLUDES** back-to-school night(S).

**10.7.5 Supervising students as needed before, during, and after school in the building and on the playground on a regular duty roster basis. ITINERANT RELATED SERVICE PROVIDERS WHO ARE ASSIGNED TO MORE THAN ONE SCHOOL SHALL NOT BE INCLUDED IN SUCH REGULAR DUTY ROSTERS.**

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

**10.7.8.1 EDUCATORS SHALL BE NOTIFIED PRIOR TO THE VISIT OF A PARENT TO THE EDUCATOR'S CLASSROOM OR FOR THE PURPOSE OF OBSERVING INSTRUCTION. THE EDUCATOR MAY REQUEST THE VISITOR BE ESCORTED TO THE CLASSROOM BY AN ADMINISTRATOR OR DESIGNEE OR THAT THE VISIT BE RESCHEDULED AT A MUTUALLY AGREED UPON TIME.**

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

10.13 A duty-free lunch period of at least thirty (30) minutes shall be provided for all **EDUCATORS** [teachers]. **EDUCATORS WHO ARE SCHEDULED TO WORK THREE (3) HOURS OR MORE ON ANY GIVEN DAY WILL BE PROVIDED WITH A THIRTY (30) MINUTE DUTY-FREE LUNCH BREAK.**

10.13.1 All **EDUCATORS** [teachers] shall have time during the school day for individual preparation and planning related to their assignment. **EDUCATORS WHO ARE EMPLOYED LESS THAN FULL TIME SHALL HAVE PLANNING TIME PROPORTIONATE WITH THEIR FULL TIME EQUIVALENCY (FTE).** Individual teacher preparation and planning periods shall not be imposed upon, except in the case of unforeseen circumstances, or by the agreement of the teacher.

**10.13.2 SCHEDULE ADJUSTMENTS DUE TO A DELAYED START OF SCHOOL OR AN EARLY RELEASE OF STUDENTS CONSTITUTE UNFORESEEN CIRCUMSTANCES AND MAY RESULT IN MISSED OR ADJUSTED LUNCH AND PLANNING PERIODS. ON SUCH OCCASSIONS, MAKEUP LUNCH AND PLANNING PERIODS DO NOT HAVE TO BE RESCHEDULED FOR AFFECTED EDUCATORS.**

**10.13.7 ADMINISTRATORS SHALL PROVIDE CASE MANAGERS AND/OR RELATED SERVICE PROVIDERS WITH ONE FULL DUTY-FREE PROFESSIONAL DAY PER QUARTER FOR THE PURPOSE OF COMPLETING CASE MANAGEMENT DUTIES. CASE MANAGERS AND/OR RELATED SERVICE PROVIDERS MAY**



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**REQUEST ADDITIONAL TIME, IF NEEDED, AND SHALL COLLABORATIVELY DETERMINE IF AND WHEN THE ADDITIONAL TIME SHALL BE PROVIDED.**

**10.13.13** [All] Special area teachers shall **NOT** be assigned **MORE THAN** [A MAXIMUM OF] 5 classes per day.

**10.14 PRINCIPALS AND THEIR STAFFS, IN COLLABORATION WITH THE EDUCATOR COUNCIL, SHALL DETERMINE THE NUMBER, TYPE AND TIME OF NON-EMERGENCY FACULTY MEETINGS. FACULTY MEETINGS SHALL BE LIMITED TO A MAXIMUM OF ONE (1) PER WEEK EXCEPT IN THE CASE OF EMERGENCIES.** EDUCATORS [Teachers], through the EDUCATOR [Faculty] Council, will be involved in the development of the agenda for faculty meetings. All schools are urged to use Mondays for scheduling faculty meetings.

**ARTICLE XI - Maintenance of Classroom Control and Discipline**

**Local School Procedures**

**11.1 EACH SCHOOL ADMINISTRATOR IN COLLABORATION WITH REPRESENTATIVES OF THE SCHOOL'S EDUCATOR COUNCIL AND FACULTY REPRESENTATIVES PROPORTINATELY SELECTED BY THE ADMINISTRATION AND COUNCIL SHALL DEVELOP A SCHOOLWIDE STUDENT BEHAVIOR PLAN IN ACCORDANCE WITH BOARD OF EDUCATION POLICY 5510 AND OTHER APPLICABLE BOARD POLICIES.** [An appropriate student discipline plan shall be developed, in accordance with Board policies, for each school building by the school administration, representatives of the Faculty Council and representatives of the faculty proportionately selected by the administration and the Faculty Council. The Faculty Council shall have an opportunity to review any such plan prior to its implementation].

**11.2 THE BEHAVIOR PLAN SHALL BE REVIEWED BY THE SCHOOL EDUCATOR COUNCIL PRIOR TO IMPLEMENTATION, SHALL BE ASSESSED ANNUALLY FOR EFFECTIVENESS AND SHALL BE REVISED AS NEEDED PRIOR TO THE START OF A NEW ACADEMIC YEAR.**

11.2.1 A student removed from a teacher's classroom for a violation of the BCPS Student Handbook's Code of Student Conduct will not be placed in another **EDUCATOR'S** teacher's room

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or be allowed to return to their regularly scheduled classes, without action being taken by the administration or his/her designee. Placement in another teacher's room **OR REGULARLY SCHEDULED CLASS** will not occur without conferring in person with the receiving **EDUCATOR** [teacher's] prior to the student's arrival.

**RENUMBER SUBSEQUENT ARTICLES**

**ARTICLE XII - Absences & Leaves**

**Bereavement Leave**

**12.4** Up to four (4) consecutive duty days with pay, beginning with the day of death or the first day after death, are allowed if the death is in the immediate family. Special consideration for one (1) additional day of bereavement leave with pay shall be given in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of the religious denomination. If further days are needed, urgent personal business leave may be used. [In unusual circumstances, there may be flexibility in the use of the days by mutual agreement between the teacher and the Manager, Department of Staff Relations and Employee Performance Management.]

**12.4.1** One (1) workday with pay shall be allowed to attend the funeral of a close relative. One (1) additional day with pay 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.

**12.4.2** The **EDUCATOR** [teacher] is required to submit to the appropriate administrator a letter or the Notification of Absence Form stating the relationship, the date of death, the date of the funeral, and the dates of absence. An acceptable form of verification for bereavement leave will be any of the following: obituaries, church programs, funeral home materials/documents, or state-issued death certificates.

**12.4.3 ONE OR MORE OF THE ALLOWED BEREAVEMENT LEAVE DAYS MAY BE USED AT A TIME THAT IS NOT IMMEDIATELY PROXIMATE TO THE DATE OF DEATH FOR A BURIAL OR A MEMORIAL SERVICE THAT OCCURS AT A LATER DATE. IN SUCH UNUSUAL CIRCUMSTANCES AND WITH APPROPRIATE VERIFICATION, FLEXIBILITY IN THE USE OF THE DAYS SHALL BE APPROVED BY**

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**THE MANAGER, DEPARTMENT OF STAFF RELATIONS AND EMPLOYEE PERFORMANCE MANAGEMENT.**

**Study Leave - Academic**

**12.11.2** This leave of absence is granted without pay **FOR A MAXIMUM PERIOD OF ONE YEAR AT A TIME.** If the **educator** [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 a step increase. Failure to enroll as planned with and approved by the Department of Human Resources, without just cause, may be interpreted as interrupted service.

**[Urgent] Personal Business Leave**

**12.14** Each ten (10) month teacher shall be entitled to up to three (3) days per year for [urgent] personal business leave. Each twelve (12) month teacher shall be entitled to up to five (5) days per year for [urgent] personal business leave. A written statement of intent to be absent **FOR A SINGLE DAY** shall be submitted to the principal (or other appropriate administrator) at least **ONE (1) DUTY DAY** [twenty-four (24) hours] prior to the expected absence. The principal (or other appropriate administrator) may make exception to **THIS** [the twenty-four (24) hour] requirement in case of a **N EMERGENCY** [demonstrated need]. **WHENEVER POSSIBLE IN CASES OF EMERGENCIES, EDUCATORS SHALL NOTIFY THEIR ADMINISTRATOR/SUPERVISOR PRIOR TO THE START OF THE DUTY DAY TO BE TAKEN OFF. ADDITIONAL DAYS NEEDED FOR AN EMERGENCY SHALL BE CONSIDERED ON A DAILY BASIS. EXCEPT IN CASES OF EMERGENCY, ADMINISTRATORS/SUPERVISORS SHALL NOT REQUIRE THE MEMBER TO STATE A REASON FOR USING/REQUESTING PERSONAL BUSINESS LEAVE.** [Urgent Personal business leave must be used only to conduct personal business of a nature that cannot be scheduled on a non-duty day.]

**12.14.1 WITH ADMINISTRATOR/SUPERVISOR APPROVAL,** [Urgent] p[P]ersonal business leave may [not] be used on consecutive duty days **IN ACCORDANCE WITH THE TERMS OF THIS ARTICLE** [except as otherwise indicated by this Agreement or with permission of the principal or other appropriate administrator]. **EDUCATORS WANTING TO USE CONSECUTIVE PERSONAL BUSINESS LEAVE DAYS SHALL SUBMIT A WRITTEN REQUEST TO THEIR ADMINISTRATOR/ SUPERVISOR AT LEAST THREE (3) DUTY DAYS PRIOR TO THE EXPECTED ABSENCE.**

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**12.14.2 CONSECUTIVE PERSONAL BUSINESS LEAVE SHALL BE GRANTED UNLESS THE ADMINISTRATOR/SUPERVISOR DETERMINES THAT THE ABSENCE WOULD INTERFERE UNDULY WITH THE PROGRAM OF INSTRUCTION. THE ADMINISTRATOR/SUPERVISOR WILL RESPOND IN WRITING WITHIN TWENTY-FOUR (24) HOURS. IF THE REQUESTED LEAVE IS BEING DENIED, THE REASON FOR DENIAL SHALL BE PROVIDED.**

**12.14.3 PERSONAL BUSINESS LEAVE SHALL NOT BE TAKEN IMMEDIATELY BEFORE OR IMMEDIATELY AFTER A HOLIDAY, DURING THE FIRST FIVE (5) DUTY DAYS OR THE LAST FIVE (5) DUTY DAYS FOR EDUCATORS EXCEPT WITH APPROVAL OF THE EXECUTIVE DIRECTOR.**

12.14.4 [1] Personal business leave may be used by **EDUCATORS** [teachers] when the opening of a college summer session precedes the last duty day for teacher. This leave shall not interfere unduly with the program of instruction and shall be subject to approval by the Executive Director. If aN **EDUCATOR** [teacher] has used his/her personal business leave, up to three (3) additional days may be taken, with loss of pay, for this purpose.

12.14.5 [2] Personal business leave may be used by a teacher for his/her wedding. [if the ceremony cannot be scheduled during normal holiday or vacation periods]

**12.14.6 AT THE END OF THE FISCAL YEAR, ANY UNUSED PERSONAL BUSINESS DAYS SHALL BE CONVERTED TO ROLLED SICK LEAVE. ROLLED SICK LEAVE SHALL BE AVAILABLE DURING THE YEAR FOR USE BY THE EMPLOYEE FOR MAKING ANNUAL SICK LEAVE BANK ASSESSMENT CONTRIBUTIONS, IF SUFFICIENT TIME IS AVAILABLE IN THIS CATEGORY OF LEAVE.**

**12.14.7 EMPLOYEES WHO ARE MEMBERS OF THE MARYLAND STATE RETIREMENT AND PENSION SYSTEM SHALL HAVE ALL ACCRUED ROLLED SICK LEAVE TIME INCLUDED IN THE FINAL CALCULATION OF ACCRUED SICK LEAVE FOR CREDITABLE SERVICE MADE AT THE TIME OF RETIREMENT. THE ONLY EXCEPTION SHALL BE THAT URGENT PERSONAL BUSINESS LEAVE THAT IS NOT USED DURING THE SCHOOL YEAR AN EMPLOYEE RETIRES SHALL NOT BE APPLIED TO THE PREVIOUSLY NOTED CREDITABLE SERVICE CALCULATION.**

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

**12.14.4** Personal business leave may not be used immediately prior to the end of the school year, except as provided in 12.14.1 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 rolled sick leave. Rolled sick leave shall be available during the year for use by the employee for making annual sick leave bank assessment contributions, if sufficient time is available in this category of leave. Employees who are members of the Maryland State Retirement and Pension System shall have all accrued rolled sick leave time included in the final calculation of accrued sick leave for creditable service made at the time of retirement. The only exception shall be that urgent personal business leave that is not used during the school year an employee retires shall not be applied to the previously noted creditable service calculation.]

**PERSONAL INJURY ACCIDENT** [Workers' Compensation] Leave

**12.18** When an **EDUCATOR** [teacher] is absent from school as a result of personal injury caused by an accident [or an assault occurring] **ARISING OUT OF AND** in the course of his/her employment as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board Physician, the **EDUCATOR** [teacher] will be **KEPT ON FULL PAY STATUS** [paid as close to his/her normal net salary as possible] for the period of such absence up to **A LIFETIME MAXIMUM OF** twelve (12) months. No part of such **APPROVED** absence will be charged to the **EDUCATOR'S** [teacher's] sick leave.

**12.18.1** If A disability **RESULTING FROM A PERSONAL INJURY CAUSED BY AN ACCIDENT** persists after the twelve (12) month **LIFETIME MAXIMUM** period, the **EDUCATOR** [teachers] shall be placed on Leave of Absence and disability payments will commence consistent with amount covered by the Workers Compensation Laws. Any **EDUCATOR** [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. The Board will continue to pay its share of the cost of health insurance for an **EDUCATOR** [teacher] receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury benefits.

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**PERSONAL INJURY ASSAULT LEAVE**

**12.19 WHEN AN EDUCATOR IS ABSENT FROM SCHOOL AS A RESULT OF A PHYSICAL DISABILITY/PERSONAL INJURY CAUSED BY AN ASSAULT ARISING OUT OF AND OCCURRING IN THE COURSE OF HIS/HER EMPLOYMENT AS USED AND DEFINED IN THE WORKERS' COMPENSATION LAWS OF MARYLAND, AND SUCH LOST TIME IS APPROVED BY A BOARD PHYSICIAN, THE EDUCATOR WILL BE KEPT ON FULL PAY STATUS FOR THE PERIOD OF THE ABSENCE. NO PART OF SUCH APPROVED ABSENCE WILL BE CHARGED TO THE EDUCATOR'S SICK LEAVE.** Any teacher who terminates his/her service with the Board must reimburse the Board for any advanced personal injury leave pay for which he/she is indebted to the Board.

**12.19.1 FOR THE PURPOSE OF THIS ARTICLE, ASSAULT IS DEFINED AS AN INTENTIONAL ACT BY A PERSON TO PURPOSELY CAUSE BODILY INJURY TO THE EMPLOYEE.**

**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**12.20 EDUCATORS SHALL BE DIRECTED IN WRITING TO COMPLETE EAP NON-VOLUNTARY ACTIVITIES.**

**12.21 EDUCATORS SHALL BE AFFORDED OTHER BOARD BUSINESS TIME during the duty day to attend SESSIONs required TO COMPLETE ANY DIRECTED (NON-VOLUNTARY) EAP REQUESTS AND ACTIVITIES.**

**12.22 EDUCATORS SHALL NOT BE DIRECTED TO COMPLETE EAP REQUIREMENTS OUTSIDE OF THEIR WORKDAY.**

**12.23 EDUCATORS WHO VOLUNTARILY CHOOSE TO COMPLETE ANY EAP REQUIREMENTS OUTSIDE OF THEIR WORKDAY SHALL NOT BE COMPENSATED.**

**ARTICLE XIII - Observation, Evaluation, and Files**

**13.1.1** The appraisal team shall be comprised of the principal and assistant principal **WHO SHALL FUNCTION** as qualified observers.

**13.1.2 DEPARTMENT CHAIRS, TEAM LEADERS, PROFESSIONAL DEVELOPMENT TEACHERS AND DEPARTMENT OF ACADEMICS RESOURCE TEACHERS ARE NOT**

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**AND MAY NOT FUNCTION AS QUALIFIED OBSERVERS.** Department chairs, Team Leaders, **PROFESSIONAL DEVELOPMENT** [STAT] Teachers and Department of Academics Resource Teachers may [provide] support **THE APPRAISAL TEAM** as content area specialists.

**13.1.3 DEPARTMENT CHAIRS, TEAM LEADERS, DEPARTMENT OF ACADEMICS RESOURCES TEACHERS AND PROFESSIONAL DEVELOPMENT TEACHERS MAY MODEL INSTRUCTIONAL STRATEGIES, THE IMPLEMENTATION OF CURRICULUM IN THE CLASSROOM, CONDUCT PEER OBSERVATIONS AND ENGAGE EDUCATORS IN REFLECTIVE DISCUSSIONS AND DATA DRIVEN DIALOGUE FOR THE PURPOSE OF PROVIDING EFFECTIVE COACHING. VERBAL AND/OR WRITTEN COACHING FEEDBACK SHALL NOT BE DIRECTLY USED IN THE FORMAL EVALUATION PROCESS.**

**13.1.4** [13.1.2 During school years 2015-2016 & 2016-2017,] **R**[r]elated service providers (**SPEECH LANGUAGE PATHOLOGIST, OCCUPATIONAL AND PHYSICAL THERAPIST**), school nurses, school psychologists, school counselors, secondary library media specialists, and social workers **SHALL FOLLOW** [will begin] the three year cycle of the performance assessment system and **DO** [will] not participate in the Peer Assistance and Review (PAR) Program.

**13.1.5** [13.1.3] **EDUCATORS** [Teachers] assigned as a Consulting Teacher (CT), a [Students and] **STAFF DEVELOPMENT** Teacher[s] [Accessing Tomorrow (S.T.A.T.) Teacher], or a Resource Teacher shall be evaluated and rated annually and **DO** [will] not participate in the Peer Assistance and Review (PAR) Program. In the event a CT, **PROFESSIONAL DEVELOPMENT** [S.T.A.T.] Teacher, or Resource Teacher returns to a different position within the TABCO bargaining unit, they shall be considered priority transfers and shall be considered at least effective when making placement decisions and will be in the summative year of the three year **CYCLE OF THE PERFORMANCE** assessment system.

**13.1.6 EDUCATORS RETURNING FROM A BOARD APPROVED LEAVE SHALL BE CONSIDERED AT LEAST EFFECTIVE WHEN MAKING PLACEMENT DECISIONS AND WILL BE IN THE SUMMATIVE YEAR OF THE THREE YEAR CYCLE OF THE PERFORMANCE ASSESSMENT SYSTEM.**

**Observations for Probationary and Ineffective EDUCATORS [Teachers]:**

**13.4.6 FOLLOWING ALL FORMAL OBSERVATIONS A CONFERENCE WILL BE HELD WITHIN THREE (3) DUTY DAYS OF THE OBSERVATION.** After an observation that is less

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than effective, suggestions for improving will be made at **THE** [a] conference [held within three (3) duty days.] **THE WRITTEN OBSERVATION REPORT WILL BE GIVEN TO THE EDUCATOR WITHIN SEVEN (7) DUTY DAYS OF THE CONFERENCE.** [These will be given to the teacher in writing within seven duty days of the observation.] **IN ALL INSTANCES, THE WRITTEN OBSERVATION REPORT SHALL BE COMPLETED WITHIN TEN (10) DUTY DAYS OF THE DATE OF THE OBSERVATION.**

**Evaluations for Probationary and Ineffective EDUCATORS [Teachers]:**

**13.5.5 EDUCATORS** [Teachers] shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The **EDUCATOR** [teacher has three duty days to] **MUST sign OR ELECTRONICALLY ACKNOWLEDGE** and return the **WRITTEN OR ELECTRONIC EVALUATION TO THEIR ADMINISTRATOR** [document (employee

signature does not indicate agreement with contents)] **WITHIN THREE (3) DUTY DAYS OF RECEIPT. IT IS UNDERSTOOD THAT AN EMPLOYEE'S SIGNATURE ONLY ACKNOWLEDGES RECEIPT OF THE EVALUATION AND DOES NOT INDICATE AGREEMENT WITH ITS CONTENTS. EDUCATORS** [Teachers] have the right to make written responses and have them included **WITH THEIR EVALUATION AND/OR PLACED** in **THEIR** personnel files.

**13.5.9** Evaluations for probationary **EDUCATORS** [teachers] in their first two years shall be rated highly effective, effective, developing or ineffective. Evaluations for probationary **EDUCATORS** [teachers] in their third year and ineffective tenured **EDUCATORS** [teachers] shall be rated highly effective, effective or ineffective.

**13.5.9.1 PROBATIONARY EDUCATORS COMING FROM ANOTHER MARYLAND JURISDICTION AT WHICH THEY HELD TENURE SHALL BE RATED HIGHLY EFFECTIVE, EFFECTIVE OR INEFFECTIVE.**

**Observations Related To Tenured EDUCATORS [Teachers] – Formative Years:  
Effective or Highly Effective Performance – Formative Years**

**13.6.6** Following all **FORMAL** observations a conference will be held within three (3) duty days **OF THE OBSERVATION.** The written Observation Report will be given to the **EDUCATOR**

[teacher] within seven (7) duty days of the conference. **IN ALL INSTANCES, THE WRITTEN OBSERVATION REPORT SHALL BE COMPLETED WITHIN TEN (10) DUTY DAYS OF THE DATE OF THE OBSERVATION.**



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**Observations Related To Tenured EDUCATORS [Teachers] – Summative Year:**

**13.8.8** Following all **FORMAL** observations, a conference will be held within three (3) duty days **OF THE OBSERVATION**. The written Observation Report will be given to the **EDUCATOR** [teacher] within seven (7) duty days of the conference. **IN ALL INSTANCES, THE WRITTEN OBSERVATION REPORT SHALL BE COMPLETED WITHIN TEN (10) DUTY DAYS OF THE DATE OF THE OBSERVATION.**

**Evaluations Related to Tenured EDUCATORS [Teachers] – Summative Year**

**13.9.5 EDUCATORS** [Teachers] shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The **EDUCATOR** teacher [has three duty days to] **MUST** sign and return the **WRITTEN OR ELECTRONIC EVALUATION TO THEIR SUPERVISOR/ADMINISTRATOR** [document (employee signature does not indicate agreement with contents)] **WITHIN THREE (3) DUTY DAYS OF RECEIPT. IT IS UNDERSTOOD THAT AN EDUCATOR’S SIGNATURE ONLY ACKNOWLEDGES RECEIPT OF THE EVALUATION AND DOES NOT INDICATE AGREEMENT WITH ITS CONTENTS.** **EDUCATORS** [Teachers] have the right to make written responses and have them included **WITH THEIR EVALUATION AND/OR PLACED** in **THEIR** personnel files.

**ARTICLE XVI - Professional Compensation and Teacher Responsibility**

**Basic Salaries**

**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.

**Supplemental Salary Schedule**

Department chairmen and team leaders with 15 or more employees assigned to a department or team, consulting teachers and the Peer Assistance and Review (PAR) panel teacher co-chair	<b>\$5,801</b> [5,744]
Psychologists, department chairmen and team leaders with 10 to 14 employees assigned to a department or team	<b>\$4,975</b> [4,926]
Department chairmen and team leaders with 5 to 9 employees assigned to a department or team	<b>\$4,148</b> [4,107]

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Department chairmen and team leaders with 1 to 4 employees assigned to a department or team and a nurse with at least .4 FTE health assistant assigned to the school **\$3,318** [3,285]

**Workshops**

**16.6** Teachers participating in any workshop activities during the summer, where curriculum is developed for countywide or schoolwide use and in cooperation with the appropriate Baltimore County Public Schools office, shall be compensated at the following rate: **20-21** [19-20] school year **\$298.12** [295.17] per day or **\$45.86** [45.41] 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:

**20-21** [19-20] school year **\$212.94** [210.83] per day or **\$32.76** [32.44] per hour for attendees  
**\$255.53** [253] per day or **\$39.31** [38.92] per hour for presenters

**SUMMER AND EXTENDED YEAR LEARNING PROGRAMS** [Summer School]

**16.7** All teachers of summer school shall be paid at the rate of /three hundred and thirty-seven dollars and twenty-seven cents\*\* (**\$340.64** [337.27]) for a six and one-half (6½) hour work day, or fifty-one dollars and eighty-nine cents<sup>2</sup> (**\$52.41** [51.89]) per hour during the 19-20 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 ALL QUALIFIED TENURED EDUCATORS WILL BE GIVEN PRIORITY CONSIDERATION FOR ALL SUMMER EMPLOYMENT AND** [Tenured teachers] shall be selected for summer **AND EXTENDED YEAR LEARNING PROGRAM** [school] positions [unless insufficient numbers of qualified tenured teachers have applied for such positions].

**16.7.2 WHEN THERE IS AN INSUFFICIENT NUMBER OF QUALIFIED TENURED EDUCATOR APPLICANTS IN AREAS OF IDENTIFIED CRITICAL NEED AS ESTABLISHED BY THE MARYLAND STATE DEPARTMENT OF EDUCATION, NON-TENURED EDUCATOR APPLICANTS MAY APPLY AND BE SELECTED FOR SUMMER AND EXTENDED YEAR LEARNING PROGRAMS.**

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**Evening & Saturday High School**

**16.9** Teachers of evening and Saturday high school shall be paid thirty-eight dollars and ninety-two cents (**\$39.31** [38.92]) 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 thirty-two dollars and forty-four cents (**\$32.76** [32.44]) 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**

**19.1 BCPS EMPLOYEE ABSENCE MANAGEMENT PROGRAM (EAMP): THE BOARD AND THE ASSOCIATION AGREE TO COLLABORATIVELY REVIEW THE EAMP FOR THE PURPOSE OF COLLABORATIVELY MAKING RECOMMENDATIONS FOR THE PROGRAM'S IMPROVEMENT AND THE IDENTIFICATION OF PERTINENT INFORMATION TO BE INCLUDED IN THE TABCO MASTER AGREEMENT.**

**19.2 NEW SALARY SCALE: THE BOARD AND THE ASSOCIATION AGREE TO COLLABORATIVELY EXAMINE THE CURRENT TABCO SALARY SCALE AND TO BEGIN RESEARCHING, ANALYZING AND CREATING A NEW SALARY SCALE CONSIDERING THE FOLLOWING GUIDELINES:**

- a. REDUCE THE NUMBER OF STEPS TO REACH A MAXIMUM SALARY**
- b. ADJUSTING / LEVELING THE INCREMENTAL COSTS TO REDUCE THE COST OF MOVING EVERYONE 1 STEP TO LESS THAN 1%.**
- c. INCREASING THE NUMBER OF COLUMNS/ LANES.**
- d. LEVELING OUT THE COST DIFFERENTIALS BETWEEN EACH OF THE COLUMNS.**

**THE RESULTS OF THIS EXAMINATION SHALL PROVIDE INFORMATION AS TO THE APPROPRIATENESS OF SUGGESTED REVISIONS AND INCLUSION INTO THE TABCO MASTER AGREEMENT.**

**19.3 EDUCATOR TRAUMA: THE BOARD AND THE ASSOCIATION AGREE TO MEET, IN COLLABORATION WITH APPROPRIATE BCPS DEPARTMENTS, TO REVIEW THE ISSUE OF EDUCATOR TRAUMA AND DEVELOP GUIDELINES TO ASSIST[S] WORKSITES IN DEALING WITH EDUCATOR TRAUMA ISSUES.**

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**19.4 12-MONTH PAY - TABCO AND THE BOARD AGREE TO ESTABLISH AN AD-HOC COMMITTEE TO DEVELOP A WORK PLAN WITH THE GOAL OF IMPLEMENTING AND OFFERING A PAY-ALL-YEAR OPTION FOR TEN-MONTH EMPLOYEES NO LATER THAN THE 2022-2023 SCHOOL YEAR.**

**19.5 DIGITAL DISCIPLINARY TRACKING SYSTEM - TABCO AND THE BOARD AGREE TO ESTABLISH AN AD-HOC WORKING GROUP WITH THE GOAL OF DEVELOPING A SINGLE DIGITAL DISCIPLINARY TRACKING DOCUMENT SYSTEM FOR EDUCATOR AND OFFICE MANAGED DISCIPLINARY ISSUES IN ALL SCHOOLS.**

**THE AD-HOC COMMITTEE SHALL INVESTIGATE THE CAPABILITIES AND LIMITATIONS OF THE CURRENT DISCIPLINARY REFERRAL/REPORTING SYSTEM(S) AVAILABLE TO BCPS, EXAMINE BEST PRACTICES FOR THE REPORTING, TRACKING, COLLECTING AND USE OF DATA RELATIVE TO DISCIPLINARY REFERRALS, IDENTIFY REQUIREMENTS FOR ANY FUTURE AUTOMATED REFERRAL AND REPORTING SYSTEM AND RESEARCH OFF-THE-SHELF AS WELL AS IN-HOUSE DEVELOPED SYSTEM OPTIONS. THE COMMITTEE SHALL PRESENT ITS FINDINGS IN A WRITTEN REPORT NO LATER THAN JUNE 30, 2021.**

[19.2 The Board and the Association recognize that in order to achieve the mission and vision of BCPS, a collaborative interest based decision making process must be established. To this end, Articles IV and V will be jointly examined through an Ad Hoc Committee for the purpose of implementing this objective. Selection of appointees shall be in accordance with Section 19.1 above.]

[19.3 The Board and the Association agree to examine the respective roles and responsibilities of Middle School Department Chairs and Team Leaders through an Ad Hoc Committee for the purpose of determining appropriate and consistent job descriptions for both positions. The results of this examination shall provide information and insight in order to determine appropriate Responsibility Factor remuneration levels for each of the respective positions. Selection of appointees shall be in accordance with Section 19.1 above.]

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**ARTICLE XXII**  
**Duration of the Agreement**

**22.1 THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE THROUGH JUNE 30, 2023, EXCEPT AS INDICATED IN THE FOLLOWING. UNLESS THE PARTIES MUTUALLY AGREE TO THE CONTRARY DURING NEGOTIATIONS, NEGOTIABLE ITEMS WILL BE AS FOLLOWS:**

**22.1.1 EFFECTIVE JULY 1, 2020, (FISCAL YEAR (FY) 21), ALL SALARY SCHEDULE STEPS AND LONGEVITY INCREMENTS CONTAINED IN APPENDIX A WILL BE INCREASED BY A ONE PER CENT (1%) COST OF LIVING ALLOWANCE (COLA). RELATED PROVISIONS AS STIPULATED THROUGHOUT THE AGREEMENT WILL ALSO BE INCREASED BY THE SAME PERCENTAGE AS THE COLA. IN ADDITION, THERE WILL BE NO FURLOUGHS OR LAYOFFS OF BARGAINING UNIT EMPLOYEES DURING FY21.**

**22.1.2 FOR FY21 SALARY SCHEDULE STEP INCREASES SHALL NOT BE FUNDED.**

**22.1.3 FOR THE FY22 SUCCESSOR AGREEMENT, IN ADDITION TO ARTICLE XIX – SALARIES, THE PROVISIONS OF ARTICLE XVII - INSURANCES, IN EFFECT AS OF DECEMBER 21, 2017 THROUGH DECEMBER 31, 2021, SHALL BE OPEN FOR NEGOTIATIONS.**

**22.1.4 FOR THE FY 23 SUCCESSOR AGREEMENT, ONLY ARTICLE XVI – SALARIES SHALL BE OPEN FOR NEGOTIATIONS.**

**22.2 IMPLEMENTATION OF NEGOTIATED FISCAL PROVISIONS EACH YEAR OF THIS AFGREEMENT IS DEPENDENT UPON THE APPROPRIATION OF THE NECESSARY FUNDS BY THE COUNTY COUNCIL OF BALTIMORE COUNTY.**

**Appendix D – Extra Compensation**

**\$1086** [1075]

**\$2169** [2148]

**\$3251** [3219]