

BALTIMORE COUNTY PUBLIC SCHOOLS
2022-2023 Negotiations
Teachers Association of Baltimore County (TABCO)
Summary of Tentative Agreements

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

NOTIFICATION [~~Interschool Mail~~]

3.7.1 The Chief Human Resources Officer shall be **NOTIFIED** [sent at least five (5) copies] of all communications pertaining to matters covered in this Agreement. [~~which are given general distribution to schools and educators at the time that such materials are picked up from the Association headquarters for delivery through the interschool mail delivery service.~~]

DEFINITIONS

[~~9. Chairman - The term chairman shall be read to include male and female gender.~~]

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 **CHAIRPERSON** [~~chairman~~] of its negotiating team and 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 **CHAIRPERSON** [~~chairman~~] or members of their teams at their individual discretion.

**ARTICLE IX - Protection of Educators
(Personal Injury Benefits and Property Loss)**

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

9.1 Any case of **VERBAL** threat [~~(assault)~~] and/or physical attack [~~(battery)~~] upon a **N EMPLOYEE** [staff member] while acting within the scope of **THE EMPLOYEE'S** [his/her] duties shall be promptly reported to the supervisor/administrator/office head. The scope of the employee's duties, in such cases, shall be defined to include **THE REGULAR WORKDAY**, any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

9.1.1 ADMINISTRATORS AND SUPERVISORY PERSONNEL

[Supervisors/administrators] shall proceed in accordance with the **COMPREHENSIVE SAFETY PLAN**. [~~Critical Response and School Emergency Safety Management Guide, Workplace Violence: Guidelines for Administrators Dealing with Threat and Physical Attack on a Staff Member.~~]

ARTICLE X - Teaching Conditions

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Regular School Day

10.6.6 A HEALTH SUITE COVERAGE PLAN WILL BE DEVELOPED BY THE PRINCIPAL SO THAT A SCHOOL NURSE MAY TAKE A THIRTY (30) MINUTE DUTY FREE LUNCH. 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, which includes back-to-school night(s).

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

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.

~~[10.7.6 Attending evening professional meetings no more than once a year. Educators may be exempted by the supervisor/administrator when extenuating circumstances prevent attendance.]~~

10.7.6[7] Meeting with students to offer reinforcement and remedial assistance with the instructional program, with the time for such meeting being established by mutual agreement between the educator and the student(s).

~~[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 and the other person(s) involved.]~~

10.7.7 MEETING WITH PARENTS/GUARDIANS AS PROFESSIONAL RESPONSIBILITIES REQUIRE WITH THE TIME FOR SUCH MEETING BEING ESTABLISHED BY MUTUAL AGREEMENT BETWEEN THE EDUCATOR AND THE PARENTS/GUARDIANS.

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10.7.8 EDUCATORS SHALL MAKE THEMSELVES AVAILABLE TO SCHEDULE AND CONDUCT SUCH MEETINGS/CONFERENCES WITHIN 10 DUTY DAYS OF THE PARENT/GUARDIAN REQUEST.

10.7.9 MEETING WITH OTHER STAFF MEMBERS AS PROFESSIONAL RESPONSIBILITIES REQUIRE, WITH THE TIME FOR SUCH MEETING BEING ESTABLISHED BY MUTUAL AGREEMENT BETWEEN THE EDUCATOR AND THE OTHER PERSON(S) INVOLVED.

~~10.7.9[8.4]~~ 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.

~~10.7.10[9]~~ 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.

~~10.7.11[10]~~ During school assessment days, the school nurse shall focus on activities related to the school health services program.

10.7.12 THE SCHOOL BASED ADMINISTRATOR TASKS OF SCHOOL TESTING COORDINATOR AND ALTERNATE SCHOOL TESTING COORDINATOR, AT THE SECONDARY LEVEL, MAY NOT BE HELD BY EDUCATORS.

~~[10.7.11 Attending PTA meetings in accordance with established policy.]~~

PT(S)A [Meetings]

10.8 THE BOARD ENCOURAGES TEACHERS TO JOIN PT(S)A ORGANIZATIONS IN THEIR SCHOOLS AND TO PARTICIPATE IN ITS PROGRAMS IN ACCORDANCE WITH ESTABLISHED POLICY. ~~[Educator attendance at PTA meetings provides a vital link in promoting the total educational program to the parents. It gives an opportunity for parents and educators to explore jointly their responsibility to their children and to public education.]~~

~~[10.8.1 Educators 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 supervisor/administrator.]~~

~~[10.8.2 Educators are encouraged to participate in the activities of their PTA.]~~

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10.12.1 Pre-K educators who have primary responsibility for two classes with a minimum of fifteen (15) students each will be provided with two (2) Pre-K duty days during the first quarter and two (2) Pre-K duty days during the **third** [last] quarter for the purpose of conferencing with parents/guardians to discuss student progress.

ARTICLE XII - Absences & Leaves

Special Religious Observance Leave

12.15 WHEN PROFESSIONAL DEVELOPMENT TRAINING IS HELD ON DAYS OF RELIGIOUS OBSERVANCE, THE TRAINING WILL BE RECORDED OR ADDITIONAL SESSIONS WILL BE OFFERED. EDUCATORS SHALL BE PROVIDED NON-PLANNING DUTY TIME TO MAKE UP THE TRAINING.

ARTICLE XIII - Observation, Evaluation, and Files

13.4.4 A LESSON PLAN WILL BE PROVIDED TO THE OBSERVER BY THE EDUCATOR. If a duplicate lesson plan is required for the observers, at least two-duty days' notice is required.

Ineffective Performance – Formative Years:

13.6.7

6. If improvement is not demonstrated in areas identified in the individualized assistance plan, the Executive Director will submit a written request to the PAR Program **SUPERVISOR** [Manager] for a PAR CT Tenured Educator Review no later than the first duty day of February.

Evaluations Related to Tenured Educators – Summative Year

13.9.3.3 If improvement is not demonstrated in areas identified in the Observation Reports or on the Individualized Educator Assistance Plan, the Executive Director will submit a written request no later than the first duty day in February to the PAR Program **SUPERVISOR** [Manager] for a PAR CT Tenured Educator Review.

ARTICLE XVI - Professional Compensation and Educator Responsibility

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Responsibility Factors

16.3 Responsibility factors for all educators 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 chair S[men] and team leaders with 15 or more employees assigned to a department or team, consulting teachers and the Peer Assistance and Review (PAR) panel educator co-chair	\$6,095
Psychologists, department chair S[men] and team leaders with 10 to 14 employees assigned to a department or team	\$5,227
Department chair S[men] and team leaders with 5 to 9 employees assigned to a department or team	\$4,358
Department chair S[men] 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	\$3,486

Extended Year Employment (EYE)

~~[16.5.3 Any educator assigned prior to July 1, 1993, to a position which includes EYE and a responsibility factor shall continue on EYE as long as this educator has a responsibility factor. In the event a reduction in EYE is necessary because of budgetary constraints or changing educational needs, no such educator 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 educator 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 educator within fifteen (15) calendar days following final action by the appropriating authorities.]~~

Workshops

16.6 Educators participating in any workshop activities, where curriculum is developed for countywide or school wide use and in cooperation with the appropriate Baltimore County Public Schools office, shall be compensated at the following rate: 22-23 school year [~~\$357.75 per day or~~] \$53.00 per hour.

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

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

22-23 school year ~~[\$255.59 per day or]~~ \$37.87 per hour for attendees
 ~~[\$306.68 per day or]~~ \$45.43 per hour for presenters

Summer and Extended Year Learning Programs

16.7 All educators of summer school shall be paid at the rate of ~~[four hundred eight dollars and eighty six cents (\$408.86) for a six and three fourth (6 ¾) hour workday, or]~~ sixty dollars and fifty-seven cents (\$60.57) per hour during the 22-23 school year. This amount shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule. Educators of classes involving different amounts of duty time will be paid on a prorated basis.

ARTICLE XIX - Ad Hoc Study Committees

~~[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.]~~