

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Teachers Association of Baltimore County (TABCO)**  
Summary of Tentative Agreements

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

**Use of Facilities**

**3.4.1** The Association shall have the right to use school facilities and equipment, including **COMPUTERS, COPIERS**, [~~typewriters, mimeographing machines, other duplicating equipment, calculating machines, computers for presentations~~] and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use and provided, the user is qualified to operate the equipment and has obtained the approval of the supervisor/administrator or their designee. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be liable for any damage resulting from such use.

**Board of Education Meetings**

**3.8.1** [~~Two (2) copies of the~~] Board Agenda and exhibits (except those which cannot be released pending action by the Board, e.g., appointment of personnel) shall be **POSTED ON BOARDDOCS APPROXIMATELY ONE WEEK** [~~sent to the Association~~] prior to each regular meeting of the Board. The approved minutes of each meeting of the Board shall be posted to the BCPS Web site.

**Payroll Deductions, Dues**

**3.13.5** Employees who are no longer represented by the Association will have their dues deduction to the Association stopped [~~unless the employee notifies the Office of Payroll that they want the deduction to continue~~].

**ARTICLE VI - Educator Rights, Privileges, and Responsibilities**

**Just Cause**

**6.3.5** In addition, following a probationary period not to exceed **THREE (3)** [~~two (2)~~] years, no school nurse shall be discharged without just cause.

**Job Security**

**6.7.1** **ALL NURSES SERVE A THREE (3) YEAR PROBATIONARY PERIOD.** [~~All nurses hired prior to July 1, 2016, serve a two (2) year probationary period. Nurses hired on or after July 1, 2016, serve a three (3) year probationary period.~~] At the end of the respective probationary period, if a nurse's work is effective, though contractual tenure does not apply, the individual is considered a continuing employee. No continuing nurse will be terminated by nature of their position being abolished if a probationary nurse currently holds the same type of position. If no such probationary nurse is currently holding the same type of position, the continuing nurse with

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the least seniority in the Baltimore County Public Schools (BCPS) will be terminated, all other things being equal. In the case of layoff of school nurses, said layoff shall be accomplished in inverse order of seniority with the least senior employee in that specific job title being laid-off first.

**ARTICLE X - Teaching Conditions**

**Intercom System**

**10.4** Following consultation with the **EDUCATOR** [~~Faculty~~] Council, the supervisor/administrator shall establish a policy designed to keep classroom interruptions to a minimum. Consideration should be given to the need for emergency interruptions. Morning announcements should be given as close to the opening of school as possible; afternoon announcements as close to the closing of school as possible; and in both instances announcements should be kept to a minimum. The use of [~~written~~] bulletins should be considered whenever possible.

**Substitutes**

**10.5.4 A MEETING WITH REPRESENTATIVES FROM TABCO, HUMAN RESOURCES, AND THE DEPARTMENT OF STAFF RELATIONS WILL BE HELD PRIOR TO THE BEGINNING OF THE SCHOOL YEAR AND EACH QUARTER, IF THERE ARE MORE THAN THREE HUNDRED (300) VACANCIES, EXCLUDING COUNSELORS, NURSES, SCHOOL PSYCHOLOGISTS, SOCIAL WORKERS, AND RELATED SERVICE PROVIDERS. DISCUSSION WILL INCLUDE COMPENSATION FOR EDUCATORS WHO VOLUNTEER OR WHO ARE MANDATED TO COVER VACANCIES.**

**10.5.5 BASED ON INDIVIDUAL SCHOOL VACANCY RATES, THE BOARD AND TABCO WILL MEET AT EITHER PARTY'S REQUEST TO ADDRESS THE STAFFING AND WORKLOAD NEEDS OF THOSE SCHOOLS, INCLUDING BUT NOT LIMITED TO COMPENSATION INCENTIVES.**

**10.5.6 THE PARTIES AGREE THAT EVERY EFFORT WILL BE MADE TO ENSURE EDUCATORS ARE TASKED TO PROVIDE COVERAGE FOR OTHER EDUCATORS ONLY AFTER EFFORTS HAVE BEEN MADE TO SECURE A SUBSTITUTE AND THAT COVERAGE WILL BE FOR THE SHORTEST AMOUNT OF TIME POSSIBLE.**

**Regular School Day**

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**10.6.5** An educator **MAY LEAVE** [~~who leaves~~] the school building during the duty-free lunch period or prior to the termination of the 15- minute period after school and after completing all other assigned duties. **THE EDUCATOR** shall notify the secretary or other designated person **PRIOR TO LEAVING THE SCHOOL BUILDING, AND** upon returning to the school building from a duty-free lunch period. [~~an educator shall notify the secretary or other designated person~~]

**10.6.5.1 SCHOOL ADMINISTRATORS WILL COLLABORATE WITH SOCIAL WORKERS AND SCHOOL COUNSELORS TO DEVELOP AN EMERGENCY COVERAGE PLAN TO BE UTILIZED IN THE ABSENCE OF THE SOCIAL WORKER OR COUNSELOR.**

**Additional Responsibilities**

**10.7.2** Attending professional faculty meetings **AS OUTLINED IN 10.14.** [~~no more than once per week, except in the case of emergencies.~~]

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

**10.13.3.1 ON SCHOOL-BASED PROFESSIONAL DEVELOPMENT DAYS, EXCLUDING PRE-INSTRUCTIONAL DUTY DAYS, EDUCATORS WILL BE GIVEN AT LEAST NINETY (90) MINUTES OF COLLABORATIVE PLANNING TIME. THIS TIME IS IN ADDITION TO THE WEEKLY ALLOCATED INDIVIDUAL PLANNING TIME.**

**10.13.8** Every program as itemized by grade and subject in the “Baltimore County Public Schools [~~Course~~] Registration **SYSTEM** [~~Guide~~],” and in the comparable publication describing the middle school program, shall be considered as a preparation. In addition, it shall be construed as a preparation if an educator utilizes a special course of study in basic education in one of the areas of general education.

**10.13.13 THE PRINCIPAL AND SCHOOL NURSE WILL COLLABORATE EACH YEAR TO PLAN A HEALTH SUITE SCHEDULE THAT ENABLES THE NURSE TO CARRY OUT CARE PLANNING AND CASE MANAGEMENT RESPONSIBILITIES DURING THE COURSE OF THE DUTY DAY WHILE MEETING THE NEEDS OF STUDENTS. THE HEALTH SUITE SCHEDULE MAY DESIGNATE TIMES TO LIMIT HEALTH SUITE VISITS TO URGENT/EMERGENT VISITS AND SCHEDULED TREATMENTS.**

**10.13.14** A nurse may request of their appropriate supervisor/administrator preparation/planning time for classroom presentations and/or special events. Time required may vary from school to school depending upon total school population, acuity level or special needs of the students, and

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the proposed project being presented. Requests for preparation/planning time shall be reasonably considered. Emergency cases will take precedence at any time.

**10.13.15 THE LENGTH OF REPORT CARD COMMENTS SHALL BE AT THE DISCRETION OF THE EDUCATOR BUT SHALL MINIMALLY ADDRESS STUDENT STRENGTHS AND NEEDS IN THE AREAS OF ACADEMICS AND STUDENT CONDUCT.**

**10.13.15.1 SPECIAL AREA TEACHERS AT THE ELEMENTARY LEVEL SHALL NOT BE REQUIRED TO WRITE A COMMENT ON THE REPORT CARD UNLESS A STUDENT IS FAILING (RECEIVING AN "E" ON THE REPORT CARD), IS IN DANGER OF FAILING (RECEIVING A "D" ON THE REPORT CARD) OR IS RECEIVING "NEEDS DEVELOPMENT" (N) ON THE PRIMARY REPORT CARD.**

#### Faculty Meetings

10.14 Supervisors/administrators and [~~their staffs, in collaboration with~~] the Educator Council, shall **COLLABORATE TO** determine the number, type/**CONTENT, LENGTH**, and time of non-emergency faculty meetings. Faculty meetings shall be limited to [~~a maximum of~~] one (1) per week **AND NO MORE THAN THREE (3) PER CALENDAR MONTH**, except in the case of emergencies. Educators, through the Educator Council, will be involved in the development of the agenda for faculty meetings. All schools are urged to use Mondays for scheduling faculty meetings. **FACULTY MEETINGS SHOULD START NO LATER THAN FIFTEEN (15) MINUTES AFTER THE DUTY-DAY ENDS.**

#### Appropriate Space

10.24.1 Consideration will be given to **CONFIDENTIALITY AND** the needs of **COUNSELORS AND** [~~special~~] service providers who are responsible for testing, counseling, and therapy by making every effort to provide the appropriate physical space necessary to conduct their programs. **EVERY EFFORT SHALL BE MADE FOR MENTAL HEALTH PROVIDERS TO HAVE THEIR OWN SPACE ON ANY GIVEN DAY; HOWEVER, NO MORE THAN TWO (2) MENTAL HEALTH PROVIDERS SHOULD OCCUPY A SPACE.**

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

#### Local School Procedures

**11.1.3 EDUCATORS WHO ARE FACING CHALLENGES WITH STUDENT BEHAVIOR MANAGEMENT SHALL RECEIVE SUPPORT FROM A SUPERVISOR/ ADMINISTRATOR OR THEIR DESIGNEE, BEFORE PROGRESSIVE DISCIPLINE CAN BE EMPLOYED REGARDING BEHAVIOR MANAGEMENT.**

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**Authority of the Educator**

**11.2** Student discipline in the classroom, including appropriate intervention activities, is [~~basically~~] the responsibility of the educator. Upon verbal notification to a supervisor/administrator or their designee, the educator may exclude a pupil from their classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable **OR DANGEROUS TO THE STUDENT OR OTHERS**. In such cases, the educator will send the pupil to the office of the supervisor/administrator, or their designee, and explain the reason for the exclusion as promptly as possible. The affected pupil will be readmitted to the classroom of the educator involved only upon authorization by the supervisor/administrator or their designee, who will make such determination after conferring with the educator and notification to the educator of the action taken by the supervisor/administrator prior to the student returning to the classroom.

**11.4** When information is available and not legally prohibited, an affected educator(s) will be advised of any student(s) in their class who is returning from **AN OUTSIDE FACILITY OR** [~~a correctional facility, mental health facility, and~~] **AN** alternative school program [~~–or therapeutic foster care~~].

**ARTICLE XII – Absences & Leaves**

**12.1.1** Any regularly certificated educator who is on an approved leave and notifies the **DIVISION OF HUMAN RESOURCES** [~~Department of Personnel~~] by April 1 of intention to return to active-duty status as of the following September, will be placed unless that educator would otherwise have been laid off.

**[Adoption Leave**

~~**12.3**—A full-time educator shall have six (6) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave. In the event of an out-of-state adoption, if emergency conditions develop including government or agency imposed waiting periods which delay the receipt of the child, no loss of pay will occur for up to six (6) weeks as a result of this delay provided official verification for the delay is submitted to the Manager, Department of Staff Relations and Employee Performance Management. In the event that both parents are Board employees, they may divide the use of paid adoption leave between themselves or either one may use the full six (6) weeks.]~~

**BIRTH AND BONDING**

**12.3 BIRTH AND BONDING LEAVE FOR AN EMPLOYEE GIVING BIRTH IS ADMINISTERED UNDER FAMILY AND MEDICAL LEAVE ACT (FMLA) GUIDELINES. THE EMPLOYEE QUALIFIES FOR MATERNITY LEAVE AS A SERIOUS HEALTH CONDITION (GIVING BIRTH) AND THEN MAY TAKE**

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**ADDITIONAL LEAVE FOR BONDING. THE LEAVE IS A MAXIMUM OF TWELVE (12) WEEKS, COMBINING THE MATERNITY AND BONDING LEAVE.**

**12.3.1 BONDING LEAVE FOR THE ADOPTION OR FOSTER PLACEMENT OF A CHILD IS ADMINISTERED UNDER FMLA GUIDELINES. UP TO TWELVE (12) WEEKS IS AVAILABLE UPON THE BIRTH OR PLACEMENT OF THE CHILD. IN THE EVENT OF AN OUT OF STATE ADOPTION, IF EMERGENCY CONDITIONS DEVELOP INCLUDING GOVERNMENT OR AGENCY IMPOSED WAITING PERIODS WHICH DELAY THE RECEIPT OF THE CHILD, NO LOSS OF PAY WILL OCCUR FOR UP TO SIX (6) WEEKS AS A RESULT OF THIS DELAY PROVIDED OFFICIAL VERIFICATION FOR THE DELAY IS SUBMITTED TO THE MANAGER, DEPARTMENT OF STAFF RELATIONS AND EMPLOYEE PERFORMANCE MANAGEMENT.**

**12.3.2 EMPLOYEES MAY USE THE LEAVE AVAILABLE TO THEM DURING THIS TEMPORARY LEAVE OF ABSENCE.**

**12.3.3 FOR FAMILIES IN WHICH BOTH PARENTS WORK FOR BCPS, THE EMPLOYEES MAY TAKE UP TO 12 WEEKS COMBINED BETWEEN THEM AND CAN DETERMINE HOW TO DIVIDE THE TIME. THIS LEAVE WILL BE ADMINISTERED BASED ON FMLA GUIDELINES, WHEN APPLICABLE.**

**12.3.4 AN EDUCATOR WHO IS PREGNANT MAY USE ACCRUED SICK LEAVE PRIOR TO AND FOLLOWING THE BIRTH OF THE CHILD, SUBJECT TO MEDICAL DOCUMENTATION INDICATING THE PHYSICIAN'S DETERMINATION THAT THE EDUCATOR REFRAIN FROM EMPLOYMENT DUE TO A DISABILITY RESULTING FROM PREGNANCY, CHILDBIRTH, AND/OR COMPLICATIONS THEREOF.**

**12.3.5 WHEN A BIRTH OR ADOPTION OCCURS LESS THAN 12 WEEKS BEFORE THE END OF THE SCHOOL YEAR, THE REMAINING LEAVE MAY BE USED AT THE START OF THE FOLLOWING SCHOOL YEAR.**

#### **Bereavement**

**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 **UPON** [~~if~~] the death **OF** [~~is in the~~] **AN** immediate family **MEMBER**. 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, personal business leave may be used.

**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.

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**12.4.2** The educator is required to submit to the appropriate supervisor/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 the **SUPERVISOR/ADMINISTRATOR** [~~manager, Department of Staff Relations and Employee Performance Management~~].

**12.4.4 AN EMPLOYEE WHO SUFFERS A PREGNANCY LOSS IN THE THIRD TRIMESTER SHALL BE ELIGIBLE FOR TWO (2) DAYS OF BEREAVEMENT LEAVE.**

[~~Absence for Maternity~~

~~12.6 The parties hereto intend to comply fully with the provisions of the Pregnancy Discrimination Amendments of the Civil Rights Act of 1964, as amended. An educator who is pregnant may use accrued sick leave prior to and following the birth of the child, subject to medical documentation indicating the physician's determination that the educator refrain from employment due to a disability resulting from her pregnancy, childbirth, and/or complications thereof. An educator absent due to these reasons must return to work as soon as she is physically able. The Board reserves the right to request medical documentation of her disability and of her physical ability to return to work.]~~

### **Child Rearing Leave**

12.7 If an educator does not desire to return to **THEIR** [~~her~~] position **AFTER THE BIRTH OR ADOPTION OF A CHILD** [~~as soon as she is physically able to do so, following the birth of a child, or a father wishes to remain home to rear a newborn child,~~] they may apply for a child rearing leave of absence under the following conditions:

12.7.1 Request for child rearing leave of absence shall be [~~normally~~] made by completing and forwarding the form, *Application for Leaves of Absence and Conversion* form to the appropriate supervisor/administrator as soon as possible but prior to the **THE EXHAUSTION OF LEAVE GRANTED FOR BIRTH OR ADOPTION OF A CHILD**. [~~last day of work before the birth of the child. In the event of a premature delivery (before the completion of the thirty-seventh (37th) week), where the employee has not yet filed for leave, the Application for Leaves of Absence and~~

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~~Conversion form 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).]~~

12.7.2 A child rearing leave of absence for birth or adoption of a child may be granted for a period of up to two (2) years **WITHIN THE FIRST TWELVE (12) WEEKS OF** ~~[immediately following]~~ the birth or adoption of the child.

12.7.3 Such leave becomes effective following **THE EXHAUSTION OF LEAVE GRANTED FOR BIRTH OR ADOPTION OF A CHILD.** ~~[the last day of employment.]~~

~~[12.7.4 An educator on child rearing leave may use accumulated sick leave for up to six (6) calendar weeks after giving birth to the child, provided that the educator has worked until it was medically necessary to stop.]~~

12.7.4~~[5]~~ When a child rearing leave is scheduled to terminate after a semester begins (September 1 or February 1) the Board or educator will have the option of extending the leave to the beginning of the following semester.

12.7.5~~[6]~~ Before **THEY** ~~[she]~~ return~~[s]~~ to duty, the educator may be required to present a doctor's certificate stating that **THEY ARE** ~~[she is]~~ able to resume **THEIR** ~~[her]~~ regular work.

12.7.6~~[7]~~ The unused sick leave of an educator who has been granted a child rearing leave of absence will be held in abeyance until such time as they return to active service.

### **Personal Leave**

~~12.9.3 [Ten (10) personal leaves shall be available during each school year.]~~

### **Sick Leave/Family Illness**

12.10.5 An educator on less than a twelve-month schedule, who is employed for additional periods of duty on a temporary basis **FOR SUMMER SCHOOL OR SUMMER SCHOOL PROGRAMS IS ONLY** ~~[or on extended year employment (EYE)]~~ permitted to use sick leave **ACCUMULATED** during these periods. **SUCH AN EDUCATOR SHALL BE ADVANCED .5 DAYS OF SICK LEAVE FOR EVERY WEEK OF SUMMER SCHOOL.**

~~[Such an educator shall receive sick leave for the additional term of employment in proportion to the time worked, e.g., an educator with three (3) years' service employed six (6) weeks accrues three (3) days; three (3) weeks accrues one and one half (1.5) days. Educators assigned to summer school or workshops will be permitted to use sick leave for a maximum of 16% of scheduled workdays.]~~



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**UNUSED SUMMER SICK LEAVE SHALL BE ROLLED INTO PERSONAL ILLNESS LEAVE.**

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**Personal Business Leave**

**12.14** Each ten (10) month educator shall be entitled to up to **FIVE (5)** [~~three (3)~~] days per year for personal business leave. Each twelve (12) month educator shall be entitled to up to **SEVEN (7)** [~~five (5)~~] days per year for personal business leave. A written statement of intent to be absent for a single day shall be submitted to the supervisor/administrator at least one (1) duty day prior to the expected absence. The supervisor/administrator may make exception to this requirement in case of an emergency. 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. **WHEN ALL PERSONAL BUSINESS LEAVE HAS BEEN EXHAUSTED, EDUCATORS MAY REQUEST ADDITIONAL UNPAID DAYS. UNPAID DAYS FOR RELIGIOUS LEAVE WILL BE GRANTED GIVEN VERIFICATION FROM THE APPROPRIATE RELIGIOUS AUTHORITY. THE EDUCATOR WILL HAVE THE OPPORTUNITY TO PAY FOR THE SUBSTITUTE INSTEAD OF TAKING UNPAID TIME.**

**12.14.4** Personal business leave may be used by educators when the opening of a college summer session precedes the last duty day for **AN EDUCATOR** [~~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 has used their personal business leave, up to three (3) additional days may be taken, with loss of pay, for this purpose.

**12.14.5** Personal business leave may be used by a **AN EDUCATOR** [~~teacher~~] for their wedding.

[ ~~Special Religious Observance Leave~~ ]

~~12.15 Ten-month educators are permitted a total of five (5) days for religious holidays. These days include two (2) paid religious observance leave days plus an educator's three (3) personal business days. Twelve-month educators are permitted a total of seven (7) days for religious holidays. These days include two (2) paid religious observance leave days plus an educator's five (5) personal business days. The educator is required to submit a letter one (1) week in advance, to the appropriate supervisor/administrator, stating their intent to be absent on a duty day to observe a religious holiday.~~

~~In determining religious holidays beyond the five (5) or seven (7) days allowed, the Superintendent will request verification from appropriate religious authorities of the requirement for educators to be absent from work to fulfill religious obligations.~~

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~~Should religious authorities verify that more than five (5) or seven (7) days are needed by an educator, the educator shall have the option of paying a substitute educator's pay for the additional day(s). This day(s) shall not be subtracted from the educators' accumulated sick leave. 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.]~~

**Court-related Leave**

**12.16** Educators may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally established court unless they are a defendant in court proceedings. Such absence is not charged to sick leave. An educator receiving compensation for this duty shall receive their regular salary, less any compensation for such day. **AN EDUCATOR FILING A PROTECTIVE ORDER OR PEACE ORDER SHALL BE GRANTED COURT-RELATED LEAVE FOR ANY COURT APPEARANCES RELATED TO THOSE FILINGS.**

**12.16.2** **AN EDUCATOR** [~~school-nurse~~] should notify their supervisor/administrator, the Department of Staff Relations and Employee Performance Management [~~and the Office of Health Services~~] upon the receipt of a subpoena to appear in court. If a **AN EDUCATOR** [~~school-nurse~~] is required to appear in court as an approved representative of [~~the~~] BCPS during **NON-DUTY HOURS** [~~summer-vacation~~], the **EDUCATOR** [~~nurse~~] shall receive their daily rate of pay for their time participating in the proceedings.

**Vacation Leave**

**12.21** **12-MONTH** e[E]ducators [~~who are paid on the twelve (12) months' pay scale~~] shall be granted twenty (20) vacation days annually with full pay, cumulative to a maximum of **FORTY-FIVE (45)** [~~forty (40)~~] days. **ACCRUED VACATION DAYS IN EXCESS OF THE FORTY-FIVE (45) DAYS SHALL CONVERT TO ROLLED LEAVE.**

**12.21.1 VACATION REQUESTS SHALL BE SUBMITTED TO THE APPROPRIATE SUPERVISOR AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE WHENEVER POSSIBLE. REQUESTS FOR VACATION WILL BE APPROVED OR DENIED BY THE APPROPRIATE SUPERVISOR IN A TIMELY MANNER. IF THE REQUEST IS DENIED, THE SUPERVISOR SHALL PROVIDE THE EMPLOYEE WITH A REASON FOR THE DENIAL.**

**12.21.2**[~~1~~] All unused vacation days, up to **FORTY-FIVE (45)** [~~forty (40)~~] days, shall be paid at the time of termination of employment based on existing daily rates of pay.

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

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**13.1** The Superintendent's designees have the responsibility for coordinating the appraisal process. He or she should involve the appropriate members of the appraisal team. The appraisal system is a formative process for the purpose of professional growth. A collegial relationship should be established among the appraisal team members and the educator in order to facilitate the process and ensure educator participation.

**13.1.1** The appraisal team shall be comprised of ~~[the]~~ A supervisor/administrator and assistant principal who shall function as qualified observers.

**13.1.1.1 IF AN OCCUPATIONAL THERAPIST, PHYSICAL THERAPIST, SCHOOL COUNSELOR, SCHOOL NURSE, SCHOOL PSYCHOLOGIST, SCHOOL SOCIAL WORKER, OR SPEECH LANGUAGE PATHOLOGIST ARE AT RISK OF BEING RATED LESS THAN EFFECTIVE THEY MAY REQUEST THAT A QUALIFIED OBSERVER FROM THE APPROPRIATE OFFICE BE ADDED TO THE APPRAISAL TEAM. EVERY EFFORT WILL BE MADE TO ACCOMMODATE THIS REQUEST. THIS OBSERVER SHOULD BE AN EMPLOYEE WITHIN THE BCPS OFFICE WHICH OVERSEES THE SPECIALTY AREA (E.G., THE OFFICE OF HEALTH SERVICES FOR SCHOOL NURSES).**

**13.1.2** Department C[e]hairs, Team Leaders, Professional Development Teachers, and **CENTRAL OFFICE** ~~[Department of Academics]~~ Resource Teachers are not and may not function as qualified observers. Department Chairs, Team Leaders, Professional Development ~~[Educators]~~ Teachers, and **CENTRAL OFFICE** ~~[Department of Academics]~~ Resource Teachers may support the appraisal team as content area specialists.

**13.1.3** Department Chairs, Team Leaders, **PROFESSIONAL DEVELOPMENT TEACHERS, AND CENTRAL OFFICE RESOURCE TEACHERS** ~~[Department of Academics Resource 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.

**13.1.3.1 DEPARTMENT CHAIRS MAY PARTICIPATE IN PRE-OBSERVATION CONFERENCES EXCLUSIVELY AS CONTENT AREA SPECIALISTS. IF THE EDUCATOR AGREES, THE DEPARTMENT CHAIR MAY PARTICIPATE IN THE POST-OBSERVATION CONFERENCE.**

**13.1.4** Related service providers (speech language pathologists, occupational and physical therapists), school nurses, school psychologists, school counselors, secondary library media specialists, and social workers shall follow the three-year cycle of the performance assessment system and do not participate in the Peer Assistance and Review (PAR) Program.

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**13.1.5** Educators assigned as a Consulting Teacher (CT), a Staff Development Teacher, or a Resource Teacher shall be evaluated and rated annually and do not participate in the Peer Assistance and Review (PAR) Program. In the event a CT, Professional Development 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.

**Observation Procedures**

**13.2** All observations of the performance of employees within the educator bargaining unit shall be conducted openly and with the full knowledge of the employee involved.

**13.3** An educator may be videoed for professional development purposes as long as:

- (a) the observation to be videoed is scheduled and approved in writing by the educator in advance;
- (b) the video does not become a part of the educator's personnel file;
- (c) the use of the video is strictly limited to improving the educator's effectiveness in the classroom;
- (d) parental privacy preference opt-out forms for telecommunications and intellectual property shall be reviewed in advance to determine student participation;
- (e) the video is deleted upon completion of its use in providing coaching/professional development of the educator.

**13.3.1** Use of the video for any purpose other than the aforementioned requires the written permission of the educator.

**13.3.2** No educator shall receive adverse comments from any observer in the presence of pupils, parents, other nonsupervisory employees or at public gatherings.

**13.3.3** Educators **WHO ARE** [~~shall not be~~] formally observed in classes in which curriculum or technology is being piloted or field tested **SHALL BE OBSERVED USING THE MODIFIED OBSERVATION FORM.**

**13.3.4 EDUCATORS SHALL BE AFFORDED THE OPPORTUNITY TO PARTICIPATE IN A PRE-OBSERVATION CONFERENCE WITH THE PERSON(S) WHO WILL BE CONDUCTING THE OBSERVATION AND WILL BE PREPARING THE WRITTEN OBSERVATION REPORT. IN THE EVENT OF AN EMERGENCY, WHERE THE OBSERVER IS UNABLE TO CONDUCT THE OBSERVATION, THE EDUCATOR MAY**

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**CHOOSE TO CONTINUE WITH A DIFFERENT QUALIFIED OBSERVER OR RESCHEDULE THE OBSERVATION.**

**13.3.4.1 AN EDUCATOR MAY OPT TO NOT HAVE A PRE-OBSERVATION CONFERENCE, UNLESS THEY ARE NON-TENURED OR RATED LESS THAN EFFECTIVE.**

**13.3.4.2 FOLLOWING ALL FORMAL OBSERVATIONS, A POST-OBSERVATION CONFERENCE SHALL BE HELD WITHIN THREE (3) DUTY DAYS OF THE OBSERVATION WITH THE PERSON WHO CONDUCTED THE OBSERVATION AND PREPARED THE WRITTEN OBSERVATION REPORT. AFTER ALL OBSERVATIONS, COMMENDATIONS/RECOMMENDATIONS WILL BE MADE AT THE CONFERENCE, THE WRITTEN OBSERVATION REPORT SHALL BE PROVIDED TO THE EDUCATOR 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 OBSERVATION.**

**13.3.4.3 A CONTENT EXPERT, AS DEFINED IN 13.1.2, WHO MAY NOT HAVE BEEN IN THE OBSERVATION, MAY PARTICIPATE, WITH EDUCATOR'S CONSENT, TO PROVIDE CONTENT EXPERTISE.**

**13.3.4.4 WRITTEN FEEDBACK IS INTENDED TO PROVIDE GUIDANCE ON PROFESSIONAL GROWTH AND SHOULD BE OBJECTIVE, BASED ON DATA COLLECTED DURING THE OBSERVATION.**

**13.3.4.5 COMMENDATIONS/RECOMMENDATIONS SHALL BE PROVIDED AS WELL AS NEXT STEPS, IF NEEDED, TO BE TAKEN TO ASSIST WITH TEACHER PROFESSIONAL GROWTH. INDICATED NEXT STEPS SHOULD BE REASONABLE AND ATTAINABLE.**

**13.3.5 AN EDUCATOR SHALL BE OBSERVED BY TWO DIFFERENT QUALIFIED OBSERVERS IN ANY YEAR WITH MORE THAN ONE FORMAL OBSERVATION.**

**13.3.6 FORMAL OBSERVATIONS SHALL BE HELD A MINIMUM OF TEN (10) DUTY DAYS APART, AND AT LEAST FIVE (5) DUTY DAYS FROM WHEN WRITTEN FEEDBACK IS RECEIVED FROM PRIOR OBSERVATION.**

**13.3.7 IF A DUPLICATE LESSON PLAN IS REQUIRED FOR THE OBSERVERS, AT LEAST TWO (2) DUTY DAYS' NOTICE IS REQUIRED.**

**13.3.8 CLASSROOM OBSERVATIONS WILL LAST AT LEAST THIRTY MINUTES UNLESS THE INSTRUCTIONAL ACTIVITY REQUIRES LESS TIME OR THE OBSERVER DEEMS THE LESSON IS AT LEAST EFFECTIVE.**

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**13.3.9 OBSERVATIONS SHALL BE RATED HIGHLY EFFECTIVE, EFFECTIVE, DEVELOPING, OR INEFFECTIVE.**

**Observations for All Probationary and Ineffective Tenured Educators:**

**13.4** In addition to the procedures in Sections 13.1 through **13.3.9** [~~13.3.2~~], the following observation procedures shall apply to probationary educators and tenured educators who have received an ineffective rating:

**13.4.1 ALL EDUCATORS IN THEIR FIRST AND SECOND PROBATIONARY YEAR SHALL BE OBSERVED AT LEAST TWICE PER SEMESTER.**

**13.4.2 ALL EDUCATORS, RATED EFFECTIVE IN THEIR THIRD PROBATIONARY YEAR SHALL BE OBSERVED AT LEAST ONCE PER SEMESTER.**

**13.4.3 ADMINISTRATORS/SUPERVISORS MAY OBSERVE EDUCATORS ON MORE OCCASIONS BASED ON THE EDUCATOR'S PERFORMANCE.**

~~[13.4.1 Observe at least twice each semester on reasonably spaced occasions.~~

~~13.4.2 Observe by more than one qualified observer each year.~~

~~13.4.3 Observation reports and conferences shall be aimed at professional growth and be used for advising the individual of strengths and weaknesses, including suggestions for improvement.~~

~~13.4.4 If a duplicate lesson plan is required for the observers, at least two-duty days' notice is required.]~~

**13.4.4** [~~13.4.5~~] If an educator requests a third observation within seven duty days after receiving written suggestions pertaining to a second observation, an evaluation form will not be completed until the third supervisory visit has been made. Whenever possible, the supervisor/administrator will grant an educator's request that the third visit include BCPS personnel with qualifications or experience unique to the instructional or therapeutic situation being observed. **THIS THIRD OBSERVATION SHALL INCLUDE A PRE AND POST OBSERVATION CONFERENCE AND SHALL OCCUR AT LEAST FIVE (5) DUTY DAYS FROM THE REQUEST.**

~~[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 than effective, suggestions for improving will be made at the conference. The written observation report will be given to the educator 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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~~13.4.7 Classroom observations will last at least thirty minutes unless the instructional activity requires less time.~~

~~13.4.8 Observations shall be rated highly effective, effective, developing, or ineffective.]~~

**13.4.5** ~~[13.4.9]~~ Peer Assistance and Review (PAR) Consulting Teachers (CT) will be assigned to all new educators with no prior teaching experience and tenured educators rated ineffective on the qualitative measures at the end of the previous school year and recommended by the PAR Panel.

**Observations Related to Tenured Educators – Formative Years:**

**Effective or Highly Effective Performance – Formative Years**

**13.5** ~~[13.6]~~ In addition to the procedures in Sections 13.1 through **13.3.9** ~~[13.3.2]~~, the following observation procedures shall apply to tenured educators who have received a satisfactory/at least an effective rating in their summative year and who are now in a formative year:

**13.5.1** ~~[13.6.1]~~ Observe once during each formative year.

~~[13.6.2 The classroom observation will last at least thirty (30) minutes, unless the instructional activity requires less time, or the observer deems the lesson is at least effective.~~

~~13.6.3 If a duplicate lesson plan is required for the observer, at least two (2) duty days' notice is required.~~

~~13.6.4 An observation report and conference shall be aimed at professional growth and be used for advising the individual of strengths and weaknesses, including suggestions for improvement.]~~

**13.5.2** ~~[13.6.5]~~ In formative years one and two, tenured educators will receive one observation. The components of each domain shall be rated highly effective, effective, developing, or ineffective, but no overall rating shall be given for the observation.

~~[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 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.]~~

**Ineffective Performance – Formative Years:**

**13.6** In addition to the procedures in Sections 13.1 through ~~[13.3.2]~~ **13.3.9**, the following observation procedures shall apply to tenured educators who have received **AN INEFFECTIVE RATING** ~~[a satisfactory/at least an effective rating in their summative year and who are now in a formative year]~~.

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**13.6.1** [~~13.6.7~~] In the event that the performance of a tenured educator on the components of the qualitative measures is observed to be ineffective during a formative year, a supervisor/administrator may recommend that an educator's formative year be converted to a summative one by completing the following sequence of steps:

**13.6.1.1** [~~1~~] The educator shall have been observed to be ineffective on two reasonably spaced occasions by two different qualified observers.

**13.6.1.2** [~~2~~] Pre-observation conferences shall have occurred, and post-observation conferences shall have been conducted within three (3) duty days of the observations. The Observation Report forms shall have been given to the educator summarizing strengths and needs from the lessons within seven (7) duty days from the post-observation conference.

**13.6.1.3** [~~3~~] An educator may request a third observation within three (3) duty days of receiving the written Observation Report. Whenever possible, the supervisor/administrator will grant an educator's request and shall include BCPS qualified observer personnel with qualifications or experience unique to the instructional or therapeutic situation being observed.

**13.6.1.4** [~~4~~] An Individualized Educator Assistance Plan, mutually developed by the educator and members of the appraisal team, must be implemented after the preceding steps have been completed.

**13.6.1.5** [~~5~~] After the educator has been given a reasonable period of time to implement suggestions, an additional observation, with an overall rating, will be conducted before the last day of the first semester.

**13.6.1.6** [~~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 for a PAR CT Tenured Educator Review no later than the first duty day of February.

**13.6.1.7** [~~7~~] During the second semester, the supervisor/administrator shall continue the observation /evaluation process providing written feedback on performance.

**13.6.1.8** [~~8~~] The CT will complete an announced observation and an unannounced observation no later than the last duty day in April.

**13.6.1.9** [~~9~~] The supervisor/administrator and CT will submit all relevant documentation to the educator and PAR Panel.

**13.6.1.10** [~~10~~] The effected educator will be given the opportunity to submit written documentation and/or appear before the PAR Panel.



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**13.6.1.11** ~~[11.]~~ If the PAR Panel determines that the educator’s performance has been ineffective, it may recommend the educator be rated ineffective for the current school year and the subsequent year become a summative year for the educator.

**Observations Related to Tenured Educators – Summative Year:**

**13.7** ~~[13.8]~~ **IN ADDITION TO THE PROCEDURES IN SECTIONS 13.1 THROUGH 13.3.9,** ~~t~~~~[F]~~he following observation procedures shall apply to tenured educators in their summative year:

**13.7.1 AN EDUCATOR SHALL BE OBSERVED TWICE, ONCE EACH SEMESTER.**

~~[13.8.1 An educator should be observed by two different qualified observers in the summative year, to include pre and post observation conferences.~~

~~13.8.2 Classroom observations will last at least thirty (30) minutes, unless the instructional activity requires less time, or the observer deems the lesson is at least effective.~~

~~13.8.3 If a duplicate lesson plan is required for the observers, at least two (2) duty days’ notice is required.~~

~~13.8.4 Observation reports and conferences shall be aimed at professional growth and be used for advising the individual of strengths and weaknesses, including suggestions for improvement.~~

~~13.8.5 Observations during an educator’s summative year shall be rated highly effective, effective, developing, or ineffective.]~~

**13.7.2** ~~[13.8.6]~~ In the event that an observation has been rated less than effective, the educator shall have the right to have another observation ~~[within a reasonably spaced period of time]~~. **THIS OBSERVATION SHALL INCLUDE A PRE AND POST OBSERVATION CONFERENCE AND SHALL OCCUR AT LEAST FIVE (5) DUTY DAYS FROM THE REQUEST AND NO LATER THAN FIFTEEN DUTY DAYS FROM THE REQUEST.**

**13.7.3** ~~[13.8.7]~~ If an educator requests a third observation within seven (7) duty days after receiving written suggestions pertaining to a second observation, an evaluation form will not be completed until the third visit has been made. **THIS OBSERVATION SHALL INCLUDE A PRE AND POST OBSERVATION CONFERENCE AND SHALL OCCUR AT LEAST FIVE (5) DUTY DAYS FROM THE REQUEST AND NO LATER THAN FIFTEEN (15) DUTY DAYS FROM THE REQUEST.** Whenever possible, the supervisor/administrator will grant an educator’s request that the third visit include BCPS personnel with qualifications or experience unique to the instructional or therapeutic situation being observed.

~~[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 within seven (7)~~

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~~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.]~~

**Observation Alternatives – Summative Year:**

**13.8** ~~[13.10]~~ Observation alternatives for effective educators will be mutually determined by the educator and the evaluator. The list below includes some of the possible evaluation alternatives.

- Mentoring of an inexperienced educator or a colleague in need of assistance
- Peer coaching and collaboration
- Individual or cooperative academic project or research
- Sharing new practices with other educators
- Staff development or workshop presentations
- Teaching demonstration lessons
- Conducting seminars for colleagues/parents
- Planning and implementing innovative programs
- Portfolio
- Participation in National Board Certification process
- Formal observations
- Other mutually agreed upon alternatives

**13.8.1** ~~[13.10.1]~~ If an observation alternative is mutually agreed upon, the evaluation shall be based on two observations. One observation shall be of the educator in their primary assignment with the second being the agreed upon alternative activity. The alternative activity must ensure planned interaction between the educator and the appraisal team about the experience.

~~[13.10.2 In the summative year, a final rating of highly effective, effective, or ineffective will be used.]~~

**Evaluations**

**13.9 THE SUPERINTENDENT’S DESIGNEES HAVE THE RESPONSIBILITY FOR EVALUATING THE EFFECTIVENESS OF EDUCATORS.**

**13.9.1** ~~[13.5.3]~~ No educator shall receive a less than effective rating without having received written suggestions for improvement in the areas of weakness and having been given both the opportunity and reasonable time to show improvement as indicated by the appraisal team.

**13.9.2** ~~[13.5.3.1]~~ If an Individualized Educator Assistance Plan is implemented, the countywide standardized form shall be used.

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**13.9.3** [~~13.5.4~~] If an evaluation shows an educator needing improvement (regardless of final evaluation rating), comments relating to the areas needing improvement shall be included on ~~or~~ ~~with~~ the countywide standardized evaluation form.

**13.9.4** [~~13.5.5~~] Educators shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The educator must sign or electronically acknowledge and return the written or electronic evaluation to their administrator 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 have the right to make written responses and have them included with their evaluation and/or placed in their personnel files.

**13.9.5** [~~13.5.6 Whenever possible, a~~] An overall evaluation rating may not be lower than the previous rating unless the educator has received advance warning of possible reduction and both the opportunity and sufficient time to show improvement as indicated by the appraisal team.

**13.9.6** [~~13.5.7~~] Educators shall be given the name and specific complaint of any person who complains about the educator, within a reasonable period of time, if the complaint is to be given any consideration in the educator's evaluation.

**13.9.7** [~~13.5.8~~] No adverse evaluation of any educator by any supervisor/administrator can be completed and filed unless the educator shall have been observed on at least two (2) [~~reasonably spaced~~] occasions[-]. **held a minimum of ten (10) duty days apart and at least five (5) duty days from when written feedback is received from prior observation.**

**13.9.8** [~~13.5.10~~] Final evaluations shall be completed and given to the educator no later than four (4) duty days prior to the last duty day of the year.

**13.9.8.1** [~~13.5.10.1~~] If an educator is unable to complete the evaluation process in their summative year due to repeated and/or extended absences, the school year in which the educator returns, will become the educator's summative year. Observations completed during the educator's original summative year will be incorporated into the new summative year's evaluative process.

**13.9.9** [~~13.5.11~~] Any adverse evaluation of an educator's performance may be subject to the grievance procedures, but only on the grounds of arbitrariness, discrimination, or failure to follow procedures.

**Evaluations for ALL Probationary and ALL Ineffective Educators:**

**13.10** [~~13.5 The Superintendent's designees have the responsibility for evaluating the effectiveness of educators.~~] **IN ADDITION TO THE PROCEDURES IN SECTIONS 13.9 THROUGH 13.9.8, t[F]**he following evaluation procedures shall apply to probationary educators and tenured educators who have received an ineffective rating.

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**13.10.1** [~~13.5.1~~] A formal evaluation, including a conference, shall be **CONDUCTED** [~~made~~] at least once each semester.

**13.10.2** [~~13.5.2~~] The feedback shall be based on the assessments reached by more than one **QUALIFIED OBSERVER** [~~staff member~~].

~~[13.5.3 No educator shall receive a less than effective rating without having received written suggestions for improvement in the areas of weakness and having been given both the opportunity and reasonable time to show improvement as indicated by the appraisal team.~~

~~13.5.3.1 If an Individualized Educator Assistance Plan is implemented, the countywide standardized form shall be used.~~

~~13.5.4 If an evaluation shows an educator needing improvement (regardless of final evaluation rating), comments relating to the areas needing improvement shall be included on or with the countywide standardized evaluation form.~~

~~13.5.5 Educators shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The educator must sign or electronically acknowledge and return the written or electronic evaluation to their administrator 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 have the right to make written responses and have them included with their evaluation and/or placed in their personnel files.~~

~~13.5.6 Whenever possible, an overall evaluation rating may not be lower than the previous rating unless the educator has received advance warning of possible reduction and both the opportunity and sufficient time to show improvement as indicated by the appraisal team.~~

~~13.5.7 Educators shall be given the name and specific complaint of any person who complains about the educator, within a reasonable period of time, if the complaint is to be given any consideration in the educator's evaluation.~~

~~13.5.8 No adverse evaluation of any educator by any supervisor/administrator can be completed and filed unless the educator shall have been observed on at least two (2) reasonably spaced occasions.]~~

**13.10.3** [~~13.5.9~~] Evaluations for probationary educators in their first two years shall be rated highly effective, effective, developing, or ineffective. Evaluations for probationary educators in their third year and ineffective tenured educators shall be rated highly effective, effective, or ineffective.

**13.10.3.1** [~~13.5.9.1~~] Probationary educators coming from another Maryland jurisdiction at which they held tenure shall be rated highly effective, effective, or ineffective.

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~~[13.5.10 Final evaluations shall be completed and given to the educator no later than four (4) duty days prior to the last duty day of the year.~~

~~13.5.10.1 If an educator is unable to complete the evaluation process in their summative year due to repeated and/or extended absences, the school year in which the educator returns, will become the educator's summative year. Observations completed during the educator's original summative year will be incorporated into the new summative year's evaluative process.~~

~~13.5.11 Any adverse evaluation of an educator's performance may be subject to the grievance procedures, but only on the grounds of arbitrariness, discrimination, or failure to follow procedures.]~~

**Evaluation for Tenured Educators – Formative Years**

**13.11 IN ADDITION TO THE PROCEDURES IN SECTIONS 13.9 THROUGH 13.9.8, THE FOLLOWING EVALUATION PROCEDURES SHALL APPLY TO TENURED EDUCATORS IN A FORMATIVE YEAR.**

**13.11.1** ~~[13.7]~~ Tenured educators will receive only narrative feedback during the formative years (first and second year of the three-year cycle) of the performance assessment system.

**13.11.2** ~~[13.7.1]~~ During formative years, educators retain their rating from their last summative year.

**Evaluation Related to Tenured Educators – Summative Year**

**13.12** ~~[13.9]~~ **IN ADDITION TO THE PROCEDURES IN SECTIONS 13.9 THROUGH 13.9.8, t[he]** the following evaluation procedures shall apply to tenured educators in ~~[their]~~ **a** summative year:

**13.12.1** ~~[13.9.1]~~ Information, data and artifacts collected by the educator throughout the three-year performance assessment cycle will be utilized in determining the final rating in the summative year.

**13.12.2** ~~[13.9.2]~~ All evaluations shall be based on the conclusions and assessments reached by two different qualified observers, as determined by the supervisor/administrator.

**13.12.3** ~~[13.9.3]~~ No educator shall receive an ineffective rating without having received written suggestions for improvement in the areas of weakness and having been given both the opportunity and sufficient time to show improvement as indicated by the appraisal team.

~~[13.9.3.1 If an Individualized Educator Assistance Plan is implemented, the countywide standardized form shall be used.]~~

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**13.12.3.1** [~~13.9.3.2~~] After the educator has been given a reasonable period of time to implement suggestions, an additional observation must occur.

**13.12.3.2** [~~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 Supervisor for a PAR CT Tenured Educator Review.

**13.12.3.3** [~~13.9.3.4~~] The CT will complete an announced and an unannounced observation no later than the last duty day in April.

**13.12.3.4** [~~13.9.3.5~~] The supervisor/administrator and CT will submit all relevant documentation to the PAR Panel.

**13.12.3.5** [~~13.9.3.6~~] The effected educator will be given the opportunity to submit written documentation and/or appear before the PAR Panel.

**13.12.3.6** [~~13.9.3.7~~] If the PAR Panel determines that the educator's performance has been ineffective, it may recommend the educator be rated ineffective for the current school year and the subsequent year become a summative year for the educator.

**13.12.4** [~~13.9.4~~] If an evaluation shows an educator needing improvement (regardless of final evaluation rating), comments relating to the areas needing improvement shall be included on or with the evaluation form.

**13.12.5** [~~13.9.5~~] Educators shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The educator must sign and return the written or electronic evaluation to their supervisor/administrator 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 the contents. Educators have the right to make written responses and have them included with their evaluation and/or placed in their personnel files.

**13.12.6** [~~13.9.6~~] Whenever possible, an overall evaluation rating may not be lower than the previous rating unless the educator has received advance warning of possible reduction and both the opportunity and sufficient time to show improvement as indicated by the appraisal team.

**13.12.7** [~~13.9.7~~] Educators shall be given the name and specific complaint of any person who complains about the educator, within a reasonable period of time, if the complaint is to be given any consideration in the educator's evaluation.

**13.12.8** [~~13.9.8~~] No educator shall receive a final rating of ineffective without having been observed on at least two (2) reasonably spaced occasions by more than one qualified observer.

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**13.12.9** [~~13.9.9~~] Evaluations shall be rated highly effective, effective, or ineffective.

**13.12.10** [~~13.9.10~~] Final evaluations shall be completed and given to the educator no later than four (4) duty days prior to the last duty day of the year.

**13.12.10.1** [~~13.9.10.1~~] If an educator is unable to complete the evaluation process in their summative year due to repeated and/or extended absences, the school year in which the educator returns will become the educator's summative year. Observations completed during the educator's original summative year will be incorporated into the new summative year's evaluative process.

**13.12.11** [~~13.9.11~~] Any adverse evaluation of an educator's performance may be subject to the grievance procedures, but only on the grounds of arbitrariness, discrimination, or failure to follow procedure.

**Evaluation for Educators with Unusual Assignments:**

**13.13** [~~13.11~~] **IN ADDITION TO THE PROCEDURES IN SECTIONS 13.9 THROUGH 13.9.8, w[~~W~~]**hen educators are involved in unusual assignments, the following shall apply to specific circumstances as indicated:

**13.13.1** [~~13.11.1~~] In the event an educator is assigned to more than one school, the home school supervisor/administrator will be responsible for preparing and submitting the evaluation form. All other supervisors/administrators **SHALL** [~~can~~] provide input to the home school supervisor/administrator prior to the completion of the form. The educator's home school will be the school where the educator works more than 50% of the time. In the event there is a 50-50 split, the home school supervisor/administrator will be the supervisor/administrator of the payroll school.

**13.13.2** [~~13.11.2~~] When an educator has a split assignment, either between schools or in two subject areas within a school, the observations should be coordinated by the home school supervisor/administrator so that they are reasonably spaced and not excessive.

**13.13.3** [~~13.11.3~~] For itinerant educators, the supervisor/administrator may need to contact the supervisor for clarification as to which supervisor/administrator completes the final evaluation.

**13.13.4** [~~13.11.4~~] The PAR Panel will be responsible for preparing and submitting the evaluation form for PAR Consulting Teachers (CTs).

**13.13.5** [~~13.11.5~~] Consulting Teachers (CTs), [~~Students and Teachers Accessing Tomorrow (S.T.A.T.) Educators~~] **STAFF DEVELOPMENT TEACHERS**, Resource Teachers, Instructional Support Teachers (IST), and Lead Educators shall:

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**13.13.5.1** [~~13.11.5.1~~] - receive annual summative evaluations throughout their assignment in the aforementioned positions;

~~[13.11.5.2—be observed by two different qualified observers and will receive a post-observation conference within three (3) duty days of the observation and a written Observation Report within seven (7) duty days of the conference;]~~

**13.13.5.2** [~~13.11.5.3~~] – receive a final rating of highly effective, effective, or ineffective;

**13.13.5.3** [~~13.11.5.4~~] – receive mid-year narrative feedback apprising them of performance concerns with written suggestions for improvement in areas of weakness; (proposed deletion)

**13.13.5.4** [~~13.11.5.5~~] – upon release from any of the aforementioned positions, be returned to a TABCO bargaining unit assignment in a summative year with the last earned rating as a classroom educator.

**13.13.5.5** [~~13.11.5.6~~] – If an alternative observation is mutually agreed upon, the evaluation shall be based on two observations. One observation shall be of the educator in their primary assignment with the second being the agreed-upon alternative activity. The alternative activity must ensure planned interaction between the educator and the appraisal team about the experience.

**Educators Files:**

**13.14** [~~13.12~~] Upon request, each educator shall have the right to review, at a time mutually convenient, the contents of their file in the central office, excepting, however, any confidential references submitted as a part of the pre-hiring selection process. At the educator’s request, a witness of their choice may accompany the educator in such a review. The review shall be made in the presence of the supervisor/administrator responsible for the safekeeping of such files.

**13.14.1** [~~13.12.1~~] At the educator’s request, the educator will be provided with copies of such contents and records as concern their work or their self. [~~except in circumstances beyond the control of the supervisor/administrator.~~]

**13.14.2** [~~13.12.2~~] An educator shall have the right to answer in writing any complaints filed in their personnel files, and the answers shall be attached to the complaint and reviewed by the Superintendent or their designated representative.

**13.14.3** [~~13.12.3~~] Material of a negative nature shall not be placed in an educator’s file without their knowledge. Except for evaluation forms, material of a negative nature may be removed from the educator’s file after five (5) years upon the educator’s request and subject to the approval of the Area Executive Director.



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**13.14.4** [~~13.12.4~~] Any personnel files maintained other than in the central file shall be available for review. The review shall be made in the presence of the educator and the appropriate supervisor/administrator. At the educator's request, a witness of their choice may accompany the educator in such a review. The review shall be made in the presence of the supervisor/administrator responsible for the safekeeping of such files.

**ARTICLE XIV - Transfers and Assignments**

**14.6.2.1 IN THE EVENT OF AN EMERGENCY SITUATION, EDUCATORS WILL BE GIVEN AT LEAST TWO CHOICES OF ASSIGNMENT AND BCPS WILL MAKE EVERY EFFORT TO ASSIGN THE EDUCATOR TO A LOCATION WHICH MATCHES THEIR CERTIFICATION AT A DISTANCE NO FARTHER THAN THEIR PREVIOUS WORK ASSIGNMENT COMMUTE.**

**ARTICLE XV - Professional Growth & Training**

**Reimbursement**

**15.1** The Board will reimburse educators for tuition and fee charges up to three hundred dollars (\$300) per credit provided that such courses have been approved by the Superintendent or their designee. There will be a limitation of nine (9) credits reimbursed per educator per year. In programs requiring more than nine (9) credits per year, the nine (9) credit limitation shall be waived. **EFFECTIVE JULY 1, 2025 (FY26), THERE WILL BE A LIMITATION OF TWELVE (12) CREDITS REIMBURSED PER EDUCATOR PER YEAR. IN PROGRAMS REQUIRING MORE THAN TWELVE (12) CREDITS PER YEAR, THE TWELVE (12) CREDIT LIMITATION SHALL BE WAIVED.**

**15.2** Educators involved in qualifying professional development activities, approved conferences, or activities that lead to recertification or re-licensure not providing college credit will be reimbursed for registration/enrollment costs on a credit equivalent basis. The Board will reimburse audiologists and speech/language pathologists an amount equal to the cost of renewal of their license, provided the audiologist or speech/language pathologist has completed all of the requirements for renewal of a license, or the employee provides audiology or speech/language pathology services on a third-party billing basis in a school.

**15.2.1 BCPS WILL REIMBURSE CERTIFICATION FEES FOR SPEECH LANGUAGE PATHOLOGISTS/AUDIOLOGISTS WHO ARE APPROVED AND ASSIGNED BY ADMINISTRATORS TO SUPERVISE GRADUATE LEVEL INTERNS AND/OR THOSE WHO SUPERVISE CLINICAL FELLOWS.**

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

**Workshops**

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**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:

[~~23-24 school year~~] \$54.06 per hour **FOR WRITERS**  
**\$65.13 PER HOUR FOR LEADERS**

**Extra Compensation**

**16.5.3 NURSES AND SCHOOL COUNSELING CHAIRS MAY REQUEST EYE DAYS. IF THE TIME IS DENIED, A SUPERVISOR/ADMINISTRATOR SHALL PROVIDE AN EXPLANATION FOR DENIAL.**

**16.10** When the responsibilities related to non-classroom activities require the time of an educator on a regular basis, exceeding the duties outlined in Article X, 10.6 through **10.7.13** [~~10.7.10~~] inclusive, such an educator shall be compensated by granting added salary allowances. Activities will be compensated as indicated in Appendix D.

**16.10.9 EDUCATORS COVERING VACANCIES**

**MIDDLE AND HIGH SCHOOL TEACHERS WHO VOLUNTEER TO TEACH AN ADDITIONAL CLASS PERIOD BEYOND A FULL COURSE LOAD AS DETERMINED BY THEIR SCHOOL MASTER SCHEDULE (OR THE EQUIVALENT OF A FULL COURSE LOAD WHERE SPECIFIC DUTIES ARE ASSIGNED IN LIEU OF TEACHING A CLASS), AND ASSUME ALL ASSOCIATED RESPONSIBILITIES, SHALL BE COMPENSATED FOR PLANNING, AFTER SCHOOL, AT THE FLAT RATE OF SEVENTY-FIVE DOLLARS (\$75) PER HOUR UP TO 7.5 HOURS PER PAY PERIOD.**

**THE PARTIES ACKNOWLEDGE THAT THE ASSOCIATED RESPONSIBILITIES INCLUDE PLANNING, RECORDING, AND SUBMITTING GRADES, MEETING WITH STUDENTS, MEETING WITH PARENTS, ETC.**

**TEACHERS WHO DO NOT WISH TO CONTINUE TO TEACH AN ADDITIONAL CLASS MAY OPT OUT BY PROVIDING WRITTEN NOTIFICATION TO THEIR ADMINISTRATOR A MINIMUM OF TWO (2) WEEKS PRIOR TO THE END OF THE MARKING QUARTER.**

**16.10.10 EFFECTIVE JULY 1, 2025 (FY26), AFTER AN EDUCATOR HAS COMPLETED THE DUTIES OUTLINED IN 10.7.3, ANY EDUCATOR WHO VOLUNTEERS FOR ADDITIONAL AFTER SCHOOL DUTIES SHALL BE PAID TWENTY DOLLARS (\$20) PER HOUR FOR UP TO TWO (2) ADDITIONAL EVENTS PER YEAR.**

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**ARTICLE XVIII - Other Benefits**

**Transportation Reimbursement**

**18.2** The necessary use of the educator's personal car for transportation on school business shall be reimbursed at the [~~rate established by the~~] Internal Revenue Service **STANDARD MILEAGE RATE**.

**18.2.1 REIMBURSEMENTS SHALL BE REQUESTED ON ROUTINE BUSINESS TRAVEL REIMBURSEMENT FORMS ISSUED BY THE OFFICE OF ACCOUNTING.**

~~Necessary transportation must be approved by the supervisor/administrator. Reimbursement will be made twice during the year, subject to the approval of requests from the supervisor/administrator submitted on the appropriate form.~~ No reimbursement of less than fifteen dollars (\$15) will be paid to an educator during any six-month period; except that the final reimbursement for [~~an educator during~~] any fiscal year may be for less than fifteen dollars (\$15), **AS LONG AS SUCH REQUEST FOR REIMBURSEMENT IS RECEIVED BY THE OFFICE OF ACCOUNTING BY JULY 15.** [~~Reports must be submitted within fifteen days of the close of a fiscal year to receive reimbursement.~~]

~~[18.2.2 Expense reports for July 1 to December 31 must be submitted by January 15. Expense reports for January 1 to June 30 must be submitted by July 15.]~~

**18.2.2[3]** Necessary use shall consist of the following:

- (a) Attendance at [~~professional~~] meetings called by the Superintendent, the Superintendent's staff, [~~Executive~~] Directors, **MANAGERS**, Supervisors, Coordinators, or other appropriate authorized personnel.
- (b) Banking, post office business, checking school bus stops, and other transportation necessary to the function of the **SYSTEM** [~~school or work location~~].
- (c) Educators assigned to two (2) or more schools or work locations on any given day will be reimbursed for the total mileage incurred less the normal round-trip commuting distance to the closest school or office to which the educator is assigned.

**18.2.3[4]** When computing **DAILY** mileage [~~for meetings in other schools or work locations~~], the educator's normal round-trip commuting distance shall be subtracted from the total **DAILY** mileage [~~incurred through attendance at the meetings~~].

**18.2.4 ALL MILEAGE IS REIMBURSABLE FOR EMPLOYEES WHOSE DUTIES REQUIRE RESPONSE TO AN EMERGENCY FROM A LOCATION OTHER THAN WORK.**

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**18.2.5 NECESSARY TOLL CHARGES AND PARKING FEES THAT ARE REQUIRED BECAUSE OF OFFICIAL TRAVEL ARE REIMBURSABLE. RECEIPTS SHOULD BE OBTAINED WHENEVER POSSIBLE.**

**Cell Phones**

**18.5** Educators, other than those referenced in 18.4, shall not be required to use their personal cell phones to conduct BCPS related business, **EXCEPT FOR MULTI-FACTOR AUTHENTICATION.**

**ARTICLE XIX - Ad Hoc Study Committees**

**19.5 THE BOARD AND TABCO AGREE TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING (MOU) FOR ADDITIONAL COMPENSATION FOR COUNSELORS WHO ASSUME A PORTION OF ANOTHER COUNSELOR'S RESPONSIBILITIES DUE TO A VACANCY. THE PORTION OF RESPONSIBILITIES ASSUMED AND THE RATE OF PAY WILL BE NEGOTIATED. MEETINGS TO ESTABLISH THIS MOU WILL BEGIN NO LATER THAN JULY 1, 2024 FOR AN MOU TO BE COMPLETED BY AUGUST 25, 2024.**

**ARTICLE XX - School Calendar**

**20.4 PROFESSIONAL DEVELOPMENT DAYS**

**WHEN SYSTEMWIDE PROFESSIONAL DEVELOPMENT DAYS ARE 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 XXII – Duration of Agreement**

**22.1** The provisions of this Agreement shall be effective through June 30, ~~2027~~[2024], except as indicated in the following.

~~[22.2 Effective July 1, 2023, Fiscal Year (FY) 24, all ten and twelve-month TABCO represented employees shall move to the new salary scale found in Appendix A.]~~

**YEAR 1 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2024 (FY25), ALL TABCO REPRESENTED EMPLOYEES SHALL ADVANCE ONE STEP ON THEIR PAY SCALE. EFFECTIVE JULY 1, 2024 (FY25) THE PAY SCALE SHALL BE COMPRESSED BY ABOLISHING THE STEP OF LEAST VALUE FROM BOTH PAY SCALES. EFFECTIVE JULY 1, 2024 (FY25) THE VALUE OF THE 10 AND 12-MONTH PAY SCALES SHALL BE INCREASED BY 1.25%.**

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**YEAR 2 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2025 (FY26), ALL TABCO REPRESENTED EMPLOYEES SHALL ADVANCE ONE STEP ON THEIR PAY SCALE. EFFECTIVE JULY 1, 2025 (FY26), THE PAY SCALE SHALL BE COMPRESSED BY ALL TABCO REPRESENTED EMPLOYEES ADVANCING AN ADDITIONAL STEP AND ABOLISHING THE STEP OF LEAST VALUE FROM BOTH PAY SCALES. EFFECTIVE JULY 1, 2025 (FY26), THE VALUE OF THE 10 AND 12-MONTH PAY SCALES SHALL BE INCREASED BY 1%.**

**YEAR 3 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2026 (FY27), ALL TABCO REPRESENTED EMPLOYEES SHALL ADVANCE ONE STEP ON THEIR PAY SCALE. EFFECTIVE JULY 1, 2026 (FY27), THE PAY SCALE SHALL BE COMPRESSED BY ALL TABCO REPRESENTED EMPLOYEES ADVANCING AN ADDITIONAL STEP AND ABOLISHING THE STEP OF LEAST VALUE FROM BOTH PAY SCALES. EFFECTIVE JULY 1, 2026 (FY27) THE VALUE OF THE 10 AND 12-MONTH PAY SCALES SHALL BE INCREASED BY 1%.**

22.2~~[3]~~ Effective July 1, ~~2024~~ ~~[2023]~~ **AND** each year of the agreement, responsibility factors listed in Article 16.3, rates stipulated in Article 16.6 – Workshops, rates stipulated in Article 16.7 – Summer and Extended Year Learning Programs, rates stipulated in Article 16.9 – Evening & Saturday High School and all fall interscholastic sport EDA rates in Article 16.10 – Extra Compensation and Appendix D and the value in 16.10.8 shall be increased by the same value that the pay scale is increasing as specified above in section 22.1~~[2]~~.

22.3~~[4]~~ In addition, there shall be no furloughs or layoffs of bargaining unit employees during the duration of this agreement [~~FY24~~] **THROUGH FY27.**

22.4~~[5]~~ [~~Unless the parties mutually agree to the contrary during negotiations, negotiable items will be as follows. For the FY25 successor agreement, all existing articles shall be open for negotiations.~~] Both parties share the goal to negotiate a minimum of a three (3) year wage package. Either party may request a meeting to discuss system-wide concerns with the goal of negotiating an MOU to address those concerns at any time during the life of this agreement. The parties agree to meet upon request of either party, such meeting does not guarantee that an MOU will be generated from the meeting or meetings.

~~[22.6 Both parties share the goal to reduce the salary scale to twenty-five (25) steps or less. Implementation of negotiated fiscal provisions each year of this agreement is dependent upon appropriation of the necessary funds by the county council of Baltimore County.]~~