

2012-2013

Supplement

to the

MASTER AGREEMENT

between the

Board of Education of Baltimore County

and the

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

**(THIS SUPPLEMENT INCLUDES NEGOTIATED REVISIONS TO THE
MASTER AGREEMENT AND REPLACES THE 2011-2012 SUPPLEMENT.)**

Definitions

3. Teacher – All certified professional personnel 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.

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

Agency Shop

3.20 An agency fee will be implemented when the Association attains 72% membership. The agency fee will go into effect in the fiscal year following this attainment in accordance with procedures contained in Appendix F. In the event that membership falls below 68%, representatives of the Board and the Association will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of agency fees.

Article VI – Job Security

6.7.1 At the end of the two year probationary period, if a nurse's work is satisfactory, though contractual tenure does not apply, the individual is considered a continuing employee. No continuing nurse will be terminated by nature of his/her position being abolished if a probationary nurse currently holds the same type position. If no such probationary nurse is currently holding the same type of position, the continuing nurse with 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 VII - Negotiations Procedures

Designation of Negotiators

7.1 Prior to September 15 of each year, the Board and the Association shall each designate in writing, to the other, the name of the chairman of its negotiating team and not more than three other official representatives to serve on its negotiating team. Notwithstanding the above requirement, the Board and the Association shall retain the right to replace the chairman or members of their teams at their individual discretion.

(NO CHANGE TO SECTION 7.1.1.)

Proposals

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

Time Limit - Impasse

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

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

Ratification

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

(NO CHANGE TO SECTIONS 7.4.1 through 7.10.)

Article X – Teaching Conditions

Regular School Day

10.6 The regular school day for teachers shall be seven (7) hours in duration including a thirty (30) minute duty-free lunch. The regular school day shall extend from 15 minutes before the time for starting scheduled activities for students and shall not extend beyond 15 minutes after the time for dismissing regularly scheduled students.

10.7.10 Generally, during school assessment days, the school nurse shall primarily focus on activities related to the school health services program.

Curriculum Changes

10.10.1 Materials and texts necessary for the implementation of curricula and techniques will be available to the teacher, within a reasonable period of time, prior to the time the teacher is expected to implement the curriculum.

Elementary School Schedule

10.11.1 Pre-K teachers who have primary responsibility for two classes with a minimum of fifteen (15) students each will be provided with one (1) additional full day for the purpose of conferencing with parents/guardians to discuss student progress made during the first quarter.

10.12.4 Whenever the organization of the school and staffing patterns permit, administrators may provide additional planning and preparation time beyond 250 minutes. This additional preparation and planning time may be utilized for grade level planning and other group meetings with teachers and/or administrators for planning purposes for student instruction, data analysis, and for other professional responsibilities and duties as allowed or assigned by the administrator. To address unusual situations, the administrator reserves the right to switch a planning period with a duty period.

10.12.10 A nurse may request of his/her appropriate 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 the proposed project being presented. Requests for preparation/planning time shall be reasonably considered. Emergency cases will take precedence at any time.

10.14.2 As field trips occur throughout the school year, the school nurse is responsible for collaborating with the principal to meet the health needs of students. If direct nursing services are needed on the field trip, the nurse, the administrator, and the Coordinator of Health Services or his/her designee, will jointly determine the need for a substitute nurse for the trip or for the school. If it is determined that a substitute nurse is needed, the principal or his/her designee shall be responsible for obtaining a qualified substitute.

Article XII – Absences and Leaves

Bereavement Leave

12.4.2 The 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.

Child Rearing Leave

12.7.1 Request for child rearing leave of absence shall be normally made by completing and forwarding the form, *Application for Child Rearing Leave of Absence* to the appropriate administrator as soon as possible but prior to the last day of work before the birth of the child. In the event of a premature delivery (before the completion of the thirty-seventh (37th) week), where the employee has not yet filed for leave, the *Application for Child Rearing Leave of Absence* must be received in the Department of Human Resources no later than thirty (30) days from the date of the birth of the child(ren).

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 immediately following the birth or adoption of the child.

(NO CHANGES FOR SECTIONS 12.7.3 through 12.7.7.)

Military Leave

12.8.7 (d) A reasonable effort shall be made to reinstate to a comparable position a former teacher who resigned to accompany a spouse who was on military duty, provided that the former employee held tenure (continuing status for nurses) in the system at the time of the resignation. Service of the spouse shall not have been voluntarily extended beyond four years' total active duty, and the teacher must have applied for reinstatement within one year of the separation of the spouse from service.

Study Leave—Academic

12.11.2 This leave of absence is granted without pay. If the 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.

12.11.3 Upon return from academic leave, teachers will receive the full yearly step increase, provided he/she has fulfilled the plans approved by the Superintendent.

Court Related Leave

12.16.2 A school nurse should notify her/his administrator, the Office of Staff Relations, and the Office of Health Services upon the receipt of a subpoena to appear in court. If a school nurse is required to appear in court as an approved representative of the BCPS during summer vacation, the nurse shall receive her/his daily rate of pay for their time participating in the proceedings.

Article XIII – Observation, Evaluation, and Files

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 team is designed to promote interactions and to generate professional growth for teachers. Clinical supervision for school nurses will be in accordance with Maryland State Board of Nursing Regulations and the BCPS *Evaluation of Student Support Service Personnel* manual.

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

1. The teacher should be observed two times, with appropriate pre- and post-observation conferences;
2. The observation report forms, without a rating, must be given to the teacher summarizing strengths and needs from the lesson;
3. An assistance plan, mutually developed by the teacher and members of the appraisal team and approved by the principal, must be implemented;
4. After the teacher has been given a reasonable period of time to implement suggestions, a formal observation, with a rating, will be conducted before the last day of the first semester;
5. If performance is unsatisfactory, as observed by the assistant superintendent or the assistant to the assistant superintendent, notice must be given to the teacher in writing that this will now become an evaluation year, and that the teacher’s rating is in danger of being lowered.

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

Article XIV – Transfers and Assignments

Involuntary/Excess

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

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

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

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

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

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

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

ARTICLE XV - Professional Growth & Training

Reimbursement

15.1 The Board will reimburse teachers for tuition and fee charges up to two hundred fifty dollars (\$250) per credit provided that such courses have been approved by the Superintendent or his/her designee. There will be a limitation of nine (9) credits reimbursed per teacher per year. In programs requiring more than nine (9) credits per year the nine (9) credit limitation shall be waived.

15.2 Teachers involved in qualifying professional development activities 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.

15.3 The Board will reimburse teachers for the cost of renewal to maintain their National Board for Professional Teaching Standards certificate. The cost for renewal will be calculated as part of the limit for tuition and fees as stated in 15.1 of this Agreement.

15.4 The Board will reimburse nurses and social workers for required re-licensure fees as part of their normal course reimbursement. The cost for relicensure will be calculated as part of the limit as stated in 15.1 of this Agreement.

Article XVI - Professional Compensation and Teacher Responsibilities

16.1.1 A nurse who does not have a bachelor's degree, but does have currently, or attains during the duration of this Agreement, twenty (20) years of nursing experience with the Baltimore County Public Health Department and/or the Baltimore County Board of Education, or who reaches the age of fifty-five (55) during the duration of this Agreement, shall be placed on step ten (10) of the bachelor's degree salary schedule referred to in this Agreement as Appendix A. These nurses shall be classified as Senior Nurses and shall not be required to earn credits toward the completion of their bachelor's degree. However, Senior Nurses are encouraged to continue their professional growth through continuing educational experiences.

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	2012-2013
Department chairmen and team leaders with 15 or more employees assigned to department or team	\$5,005
Psychologists, department chairmen, and team leaders with 10 to 14 employees assigned to department or team	\$4,291
Department chairmen and team leaders with 5 to 9 employees assigned to department or team	\$3,578
Department chairmen and team leaders with 1 to 4 employees assigned to department or team, and a nurse with at least .4 FTE Health Assistant assigned to the school	\$2,863

Workshops

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

12-13 school year \$257.14 per day or \$39.56 per hour

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

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

12-13 school year \$183.66 per day or \$28.26 per hour for attendees
 \$220.39 per day or \$33.91 per hour for presenters

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

Summer School

16.7 All teachers of summer school shall be paid at the rate of two hundred ninety-three dollars and eighty-six cents (\$293.86) for a six and one-half (6½) hour work day, or forty-five dollars and twenty-one cents (\$45.21) per hour during the 12-13 school year. This amount shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule. Teachers of classes involving different amounts of duty time will be paid on a prorated basis.

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

Evening & Saturday High School

16.9 Teachers of evening and Saturday high school shall be paid thirty-three dollars and ninety-one cents (\$33.91) per hour. Teachers/leaders of other programs where teachers, apart from their regular contractual salaried employment, are involved in teaching/tutoring K-12 students on an hourly basis in academic areas related to the regular curriculum, shall be paid twenty-eight dollars and twenty-six cents (\$28.26) per hour. These amounts shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule.

Extra Compensation

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

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

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

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

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

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

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

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

Article XVII – Insurances

17.4.1 Each fall, employees will elect the benefits and type of coverage, according to their particular need.

Health Care Options -- Flexible Benefits Plan

17.5 The specific coverage in each of the health care options shall be mutually determined by the Board and the employee organization(s) representing covered employees, and shall be provided in writing each year to the employees.

17.5.1 **Option 1** is the CareFirst Triple Option (POS, PPO, indemnity) plan. Employees and pre-65 retirees currently enrolled in this plan will remain covered through December 31, 2012, at which point the plan coverage will terminate. During the 2012 fall open enrollment period, all employees and pre-65 retirees covered under this plan must select one of the other available health care options. Option 1 is not available to employees hired on or after January 1, 2011. The employee price tag will be 10% of the annual premium through December 31, 2012 according to the schedule in Appendix B-1.

The Board shall provide a prescription drug benefit for CareFirst, Cigna OAP, and Cigna OAPIN plan members, as well as a mail order Prescription Drug Program for the purchase of maintenance type prescription drugs, including insulin and related supplies. Generic substitutions will be mandatory. The co-pay structure through December 31, 2012 shall be as follows: CareFirst: Retail – Up to a 30-day supply - \$8 for generic; \$20 for formulary; \$35 for non formulary; Mail Order - 90-day supply of maintenance prescriptions - \$15 for generic; \$40 for brand.

17.5.2 **Option 2** - Employees may choose to enroll in the Cigna Open Access Plus (OAP) plan that allows for in network and out of network coverage. The employee price tag will be 10% of the annual premium through December 31, 2012 according to the schedule in Appendix B-1; 12% as of January 1, 2013 according to the schedule in Appendix B-2; 15% as of January 1, 2014; 17% as of January 1, 2015; 19% as of January 1, 2016; and 20% as of January 1, 2017. Beginning January 1, 2013 through December 31, 2017, the prescription co-pay structure shall be as follows: Cigna OAP: Retail – up to a 30 day supply - \$10 for generic; \$20 for formulary; \$35 for non-formulary; Mail Order: - 90 day supply of maintenance prescriptions - \$20 for generic; \$40 for formulary; \$70 for non-formulary. Also, beginning January 1, 2013, the hospital emergency room co-pay will be \$70 per visit and is waived if admitted.

17.5.3 **Option 3** - Employees may choose to enroll in the Cigna Open Access Plus In Network (OAPIN) plan that allows for in network coverage only. The employee price tag will be 10% through December 31, 2012 according to the schedule in Appendix B-1; 11% as of January 1, 2013 according to the schedule in Appendix B-2; 12% as of January 1, 2014; 13% as of January 1, 2015; 14% as of January 1, 2016; and 15% as of January 1, 2017. Beginning January 1, 2013 through December 31, 2017, the prescription co-pay structure shall be as follows: Cigna OAPIN: Retail – up to a 30 day supply - \$10 for generic; \$20 for formulary; \$35 for non-formulary; Mail Order: - 90 day supply of maintenance prescriptions - \$20 for generic; \$40 for formulary; \$70 for non-formulary.

17.5.4 **Option 4** - Employees may choose to enroll in a qualified prepaid health maintenance organization (HMO) plan offered by Kaiser Permanente that provides comprehensive medical care through a network of participating hospitals, physicians and other health care providers. The employee price tag will be 10% through December 31, 2012 according to the schedule in Appendix B-1; 11% as of January 1, 2013 according to the schedule in Appendix B-2; 12% as of January 1, 2014; 13% as of January 1, 2015; 14% as of January 1, 2016; and 15% as of January 1, 2017. A prescription drug benefit is included with the HMO offered. The co-pay structure through December 31, 2017 shall be as follows: up to 60-day supply - \$5 generic; \$5 brand; at participating community pharmacy - \$15 generic; \$15 brand; Mail Order - 90-day supply - \$5 generic; \$5 brand.

17.5.5 The employee price tag for those hired on or after January 1, 2013 will be as follows: Cigna OAP – 20%; Cigna OAPIN – 15%; Kaiser HMO – 15% according to the schedule in B-3.

17.5.6 **Options 5A and 5B** - These options provide for two (2) Medicare Supplement Plans: 5A – Cigna Medicare Surround; 5B – Kaiser Permanente Medicare Plus. These plan options will only be available to retirees who have attained the age of 65. The Board contribution toward the premium for health insurance for Medicare-eligible retirees will be according to Chart B in Section 17.8. For retirees covered by the Cigna Medicare Surround plan, the mail order prescription drug co-pay for generics will be \$20 beginning January 1, 2013. Other co-pays for retail and mail order purchases will remain as specified in the Retiree Benefits Guide.

Adult Hearing Aids

17.6 Coverage for adult hearing aids will be included in the health plan offerings provided by the Board.

Health Insurance—Retired Members

17.8 The Board shall contribute toward the premium for available health insurance plans or an optional HMO for employees with ten (10) years or more service with the Board, including military service time recognized by the Board, who retire under the Maryland State Teachers' Retirement or Pension System, or the Baltimore County Employee Retirement System (ERS). Specific price tags for available plans will be according to schedules contained in the Retiree Benefits Guide. Contributions by the Board shall be made to employees hired prior to January 1, 2011 in accordance with Chart A and Chart B as found below.

For pre-65 retirees, Chart A below specifies Board contributions for health plan options 2, 3 and 4 for each calendar year (CY) through December 31, 2017, based on the health plan option selected and the effective date of retirement. The Board contribution in place at the time of retirement will continue at that same level until the retiree reaches the age of 65. Once reaching age 65, Chart B below specifies Board contributions for plan options 5A and 5B.

ARTICLE XVII – Insurances (continued)

CHART A

CIGNA OAP (Option 2)						B.Cnty Years of Service	CIGNA OAPIN (Option 3) and Kaiser HMO (Option 4)					
<u>CY12</u>	<u>CY13</u>	<u>CY14</u>	<u>CY15</u>	<u>CY16</u>	<u>CY17</u>		<u>CY12</u>	<u>CY13</u>	<u>CY14</u>	<u>CY15</u>	<u>CY16</u>	<u>CY17</u>
50.0%	45.0%	40.0%	35.0%	30.0%	25.0%	10	50.0%	45.0%	40.0%	35.0%	30.0%	25.0%
50.0%	45.0%	40.0%	35.0%	30.0%	27.5%	11	50.0%	45.0%	40.0%	35.0%	30.0%	27.5%
50.0%	45.0%	40.0%	35.0%	30.0%	30.0%	12	50.0%	45.0%	40.0%	35.0%	30.0%	30.0%
50.0%	45.0%	40.0%	35.0%	32.5%	32.5%	13	50.0%	45.0%	40.0%	35.0%	32.5%	32.5%
50.0%	45.0%	40.0%	35.0%	35.0%	35.0%	14	50.0%	45.0%	40.0%	35.0%	35.0%	35.0%
50.0%	45.0%	40.0%	37.5%	37.5%	37.5%	15	50.0%	45.0%	40.0%	37.5%	37.5%	37.5%
50.0%	45.0%	40.0%	40.0%	40.0%	40.0%	16	50.0%	45.0%	40.0%	40.0%	40.0%	40.0%
50.0%	45.0%	42.5%	42.5%	42.5%	42.5%	17	50.0%	45.0%	42.5%	42.5%	42.5%	42.5%
50.0%	45.0%	45.0%	45.0%	45.0%	45.0%	18	50.0%	45.0%	45.0%	45.0%	45.0%	45.0%
50.0%	47.5%	47.5%	47.5%	47.5%	47.5%	19	50.0%	47.5%	47.5%	47.5%	47.5%	47.5%
75.0%	73.2%	66.6%	60.0%	55.0%	50.0%	20	75.0%	73.2%	68.6%	62.0%	56.2%	50.4%
75.0%	73.2%	66.6%	60.0%	55.0%	52.5%	21	75.0%	73.2%	68.6%	62.0%	56.2%	53.3%
75.0%	73.2%	66.6%	60.0%	55.0%	55.0%	22	75.0%	73.2%	68.6%	62.0%	56.2%	56.2%
75.0%	73.2%	66.6%	60.0%	57.5%	57.5%	23	75.0%	73.2%	68.6%	62.0%	59.1%	59.1%
75.0%	73.2%	66.6%	60.0%	60.0%	60.0%	24	75.0%	73.2%	68.6%	62.0%	62.0%	62.0%
75.0%	73.2%	66.6%	63.3%	63.3%	63.3%	25	75.0%	73.2%	68.6%	65.3%	65.3%	65.3%
75.0%	73.2%	66.6%	66.6%	66.6%	66.6%	26	75.0%	73.2%	68.6%	68.6%	68.6%	68.6%
75.0%	73.2%	69.9%	69.9%	69.9%	69.9%	27	75.0%	75.0%	74.0%	71.9%	71.9%	71.9%
75.0%	73.2%	73.2%	73.2%	73.2%	73.2%	28	75.0%	77.0%	76.0%	75.2%	75.2%	75.2%
75.0%	76.5%	76.5%	76.5%	76.5%	76.5%	29	75.0%	80.0%	80.0%	80.0%	80.0%	80.0%
90.0%	88.0%	85.0%	83.0%	81.0%	80.0%	30	90.0%	89.0%	88.0%	87.0%	86.0%	85.0%

CHART B

Only for Retirees age 65 or older

	<u>Option 5A</u>	<u>Option 5B</u>
	CIGNA Med. Surround	Kaiser Med.Plus
10-19 years of service	36%	68%
20-29 years of service	66%	100%
30 or more years of service	84%	100%

17.8.1 Employees hired on or after January 1, 2011 will be enrolled in a basic allowance health care subsidy. The flat dollar amounts listed on Appendix E will be adjusted by the lesser of the growth in the US Consumer Price Index (CPI) in the prior calendar year or 4%. Appendix E will be updated yearly by BCPS.

17.8.2 The Board shall implement a Prescription Drug Plan (PDP) for Medicare-eligible retirees.

17.8.3 The Board shall continue to provide the payments set in Section 17.8 for one (1) year for the spouse of a retired employee who dies if the surviving spouse was covered under the retired employee's policy at the time of the retired employee's death.

Dental Insurance

17.9.1 The Board shall contribute 65% of the premium for the lowest cost dental option. The employee will contribute 35% of the lowest cost option plan plus the additional premium for a higher cost option if one is chosen. These rate splits will remain in effect through December 31, 2017. The employee price tag will be according to the schedule in Appendix B-1, B-2, B-3.

ARTICLE XIX - Ad Hoc Study Committees

19.1.1 Representatives of the Board and TABCO shall meet to discuss the concept of "rolled leave" and its application to the annual conversion of unused urgent personal business leave to sick leave. Results of these discussions shall be shared with the Board and TABCO prior to the beginning of negotiations for FY 14.

19.1.2 Representatives of the Board and TABCO shall meet to discuss the implementation of a twelve (12) month pay option for ten (10) month teachers. Results of these discussions shall be shared with the Board and TABCO prior to the beginning of negotiations for FY 14.

Article XXII – Duration of Agreement

22.1 The provisions of this Agreement shall be effective through June 30, 2014, except as indicated in the following. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 14 will be limited to provisions in three (3) articles (excluding wages and rates of pay included in the agreement) selected by each respective party. Negotiations for successor Agreements beginning with those for FY 15 will open all existing provisions, except as indicated in the following. Article XVII provisions shall remain as modified and agreed during negotiations for FY 13 through December 31, 2017. Implementation of negotiated fiscal provisions each year of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and County Council of Baltimore County.

22.2 For FY 13, FY 14, and FY 15, salary schedule step and longevity increases will be funded. In addition, there will be no furloughs or layoffs of bargaining unit employees for these same three (3) fiscal years.

APPENDIX A



BALTIMORE COUNTY PUBLIC SCHOOLS

Salary Schedule for 10-Month Employees Represented by TABCO - 2012-2013

Effective July 1, 2012

Divide the annual salary by 21.7 to obtain the biweekly salary

Step	BA		MA		MA30		MA60		DOC	
	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly
01	43,000	1,981.57	44,014	2,028.29	46,094	2,124.15	47,290	2,179.26	48,330	2,227.19
02	43,335	1,997.02	44,674	2,058.72	46,785	2,156.01	47,999	2,211.95	49,055	2,260.60
03	43,985	2,026.98	45,456	2,094.75	47,604	2,193.74	48,839	2,250.66	49,913	2,300.16
04	44,755	2,062.45	46,251	2,131.41	48,437	2,232.13	49,694	2,290.05	50,787	2,340.41
05	45,538	2,098.54	47,061	2,168.70	49,285	2,271.19	50,564	2,330.12	51,676	2,381.37
06	46,221	2,130.02	48,237	2,222.92	50,517	2,327.97	51,828	2,388.38	52,968	2,440.90
07	46,915	2,161.97	49,685	2,289.61	52,033	2,397.81	53,383	2,460.03	54,557	2,514.13
08	47,619	2,194.40	51,374	2,367.46	53,802	2,479.34	55,198	2,543.67	56,412	2,599.61
09	48,333	2,227.32	53,172	2,450.32	55,685	2,566.11	57,130	2,632.70	58,386	2,690.60
10	49,058	2,260.73	55,033	2,536.08	57,634	2,655.93	59,129	2,724.84	60,429	2,784.77
11	49,058	2,260.73	56,959	2,624.84	59,651	2,748.89	61,199	2,820.21	62,544	2,882.23
12	49,058	2,260.73	58,810	2,710.15	61,589	2,838.22	63,188	2,911.87	64,577	2,975.91
13	49,058	2,260.73	60,722	2,798.23	63,591	2,930.47	65,241	3,006.50	66,676	3,072.62
14	49,058	2,260.73	62,695	2,889.17	65,658	3,025.71	67,361	3,104.21	68,843	3,172.48
15	49,058	2,260.73	63,792	2,939.73	66,807	3,078.66	68,540	3,158.54	70,048	3,228.00
16	49,058	2,260.73	64,909	2,991.18	67,976	3,132.53	69,740	3,213.81	71,273	3,284.49
17	49,058	2,260.73	66,044	3,043.52	69,166	3,187.35	70,960	3,270.05	72,521	3,341.97
18	49,058	2,260.73	67,200	3,096.78	70,376	3,243.13	72,202	3,327.28	73,790	3,400.45
19	49,058	2,260.73	68,376	3,150.98	71,608	3,299.89	73,466	3,385.51	75,081	3,459.96
20	49,058	2,260.73	69,573	3,206.12	72,861	3,357.63	74,751	3,444.75	76,395	3,520.51
21	49,058	2,260.73	70,616	3,254.19	73,954	3,408.02	75,872	3,496.41	77,541	3,573.32
22	49,058	2,260.73	71,676	3,303.04	75,063	3,459.12	77,011	3,548.89	78,704	3,626.91
23	49,058	2,260.73	72,751	3,352.58	76,189	3,511.01	78,166	3,602.12	79,885	3,681.34
24	49,058	2,260.73	73,842	3,402.86	77,332	3,563.69	79,338	3,656.13	81,083	3,736.54
25	49,058	2,260.73	74,950	3,453.92	78,492	3,617.14	80,528	3,710.97	82,299	3,792.58
26	49,058	2,260.73	76,074	3,505.71	79,669	3,671.38	81,736	3,766.64	83,534	3,849.49
27	49,058	2,260.73	77,595	3,575.81	81,262	3,744.79	83,371	3,841.98	85,204	3,926.45
28	49,058	2,260.73	79,147	3,647.32	82,887	3,819.69	85,038	3,918.82	86,908	4,004.98
29	49,058	2,260.73	80,730	3,720.27	84,545	3,896.08	86,739	3,997.20	88,646	4,085.08
30	49,058	2,260.73	82,344	3,794.67	86,236	3,974.00	88,474	4,077.14	90,419	4,166.78

APPENDIX A (continued)



BALTIMORE COUNTY PUBLIC SCHOOLS

Salary Schedule for 12-Month Employees Represented by TABCO - 2012-2013

Effective July 1, 2012

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	BA		MA		MA30		MA60		DOC	
	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly
01	50,310	1,927.59	51,496	1,973.04	53,930	2,066.28	55,329	2,119.90	56,546	2,166.52
02	50,702	1,942.62	52,269	2,002.64	54,739	2,097.28	56,159	2,151.70	57,394	2,199.02
03	51,463	1,971.76	53,184	2,037.68	55,697	2,133.98	57,142	2,189.35	58,399	2,237.50
04	52,364	2,006.27	54,114	2,073.34	56,672	2,171.32	58,142	2,227.66	59,421	2,276.65
05	53,280	2,041.38	55,061	2,109.63	57,663	2,209.32	59,159	2,266.65	60,461	2,316.50
06	54,079	2,072.00	56,438	2,162.37	59,105	2,264.56	60,638	2,323.31	61,972	2,374.41
07	54,890	2,103.08	58,131	2,227.24	60,878	2,332.49	62,458	2,393.01	63,831	2,445.64
08	55,714	2,134.62	60,107	2,302.96	62,948	2,411.80	64,581	2,474.38	66,001	2,528.79
09	56,549	2,166.64	62,211	2,383.57	65,151	2,496.21	66,842	2,560.98	68,312	2,617.30
10	57,398	2,199.14	64,389	2,466.99	67,431	2,583.58	69,181	2,650.61	70,702	2,708.90
11	57,398	2,199.14	66,642	2,553.34	69,791	2,674.00	71,602	2,743.38	73,177	2,803.72
12	57,398	2,199.14	68,808	2,636.32	72,060	2,760.91	73,929	2,832.54	75,555	2,894.84
13	57,398	2,199.14	71,044	2,722.00	74,402	2,850.64	76,332	2,924.60	78,011	2,988.92
14	57,398	2,199.14	73,353	2,810.47	76,820	2,943.28	78,813	3,019.65	80,546	3,086.06
15	57,398	2,199.14	74,637	2,859.65	78,164	2,994.79	80,192	3,072.50	81,956	3,140.07
16	57,398	2,199.14	75,943	2,909.69	79,532	3,047.20	81,595	3,126.26	83,390	3,195.02
17	57,398	2,199.14	77,272	2,960.61	80,924	3,100.52	83,023	3,180.97	84,849	3,250.93
18	57,398	2,199.14	78,624	3,012.42	82,340	3,154.78	84,476	3,236.64	86,334	3,307.82
19	57,398	2,199.14	80,000	3,065.14	83,781	3,209.99	85,955	3,293.28	87,845	3,365.71
20	57,398	2,199.14	81,400	3,118.78	85,247	3,266.17	87,459	3,350.91	89,382	3,424.61
21	57,398	2,199.14	82,621	3,165.54	86,526	3,315.18	88,770	3,401.16	90,723	3,475.98
22	57,398	2,199.14	83,861	3,213.06	87,824	3,364.89	90,103	3,452.22	92,084	3,528.11
23	57,398	2,199.14	85,119	3,261.25	89,141	3,415.37	91,454	3,503.99	93,465	3,581.05
24	57,398	2,199.14	86,395	3,310.16	90,478	3,466.61	92,825	3,556.53	94,867	3,634.76
25	57,398	2,199.14	87,692	3,359.83	91,836	3,518.61	94,218	3,609.88	96,290	3,689.27
26	57,398	2,199.14	89,007	3,410.21	93,213	3,571.37	95,631	3,664.03	97,735	3,744.63
27	57,398	2,199.14	90,786	3,478.40	95,077	3,642.78	97,544	3,737.32	99,689	3,819.49
28	57,398	2,199.14	92,602	3,547.96	96,978	3,715.63	99,495	3,812.07	101,682	3,895.88
29	57,398	2,199.14	94,454	3,618.92	98,918	3,789.95	101,485	3,888.31	103,716	3,973.80
30	57,398	2,199.14	96,343	3,691.30	100,896	3,865.75	103,515	3,966.07	105,790	4,053.27

APPENDIX B-1
Medical, Dental, & Vision Deductions for Full-Time Employees
Effective 1/1/2012 - 12/31/2012

MEDICAL INSURANCE **	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
CareFirst BlueCross BlueShield Triple Choice/MPOS				
Individual	\$ 7,482.60	\$ 6,734.40	\$ 748.20	\$ 37.41
Parent/Child	14,824.92	13,342.52	1,482.40	74.12
Two Adults	17,856.00	16,070.40	1,785.60	89.28
Family	20,132.04	18,118.84	2,013.20	100.66
CIGNA OAPIN (In Network)				
Individual	\$ 5,655.00	\$ 5,089.60	\$ 565.40	\$ 28.27
Parent/Child	11,204.04	10,083.64	1,120.40	56.02
Two Adults	13,494.72	12,145.32	1,349.40	67.47
Family	15,214.92	13,693.52	1,521.40	76.07
CIGNA OAP (In/Out Network)				
Individual	\$ 6,384.00	\$ 5,745.60	\$ 638.40	\$ 31.92
Parent/Child	12,648.48	11,383.68	1,264.80	63.24
Two Adults	15,234.36	13,710.96	1,523.40	76.17
Family	17,176.20	15,458.60	1,717.60	85.88
Kaiser Permanente HMO				
Individual	\$ 6,570.00	\$ 5,913.00	\$ 657.00	\$ 32.85
Parent/Child(ren)	13,016.40	11,714.80	1,301.60	65.08
Two Adults	15,677.88	14,110.28	1,567.60	78.38
Family	17,676.48	15,908.88	1,767.60	88.38

DENTAL INSURANCE **	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
CareFirst Regional Dental PPO				
Individual	\$ 285.36	\$ 185.56	\$ 99.80	\$ 4.99
Parent/Child or Two Adults	618.12	401.92	216.20	10.81
Family	937.08	609.28	327.80	16.39
CareFirst Regional Dental Traditional				
Individual	\$ 323.28	\$ 185.48	\$ 137.80	\$ 6.89
Parent/Child or Two Adults	677.88	401.88	276.00	13.80
Family	1,138.56	609.16	529.40	26.47
CIGNA Dental DHMO				
Individual	\$ 384.12	\$ 185.52	\$ 198.60	\$ 9.93
Parent/Child(ren) or Two Adults	736.20	401.80	334.40	16.72
Family	1,106.88	609.28	497.60	24.88

VISION INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
CareFirst Davis Vision				
Individual (Free if FTE is .5 or greater)	\$ 34.20	\$ 34.20	\$ -	\$ -
Family (includes Parent/Child and Two Adults)	131.28	34.28	97.00	4.85

*All employee benefits deductions are based upon 20 pay periods

**Domestic Partner benefits may be subject to imputed income

APPENDIX B-2

**Medical, Dental, & Vision Deductions for Full-Time Employees Hired On or Before December 31, 2012
Effective 1/1/2013 - 12/31/2013**

MEDICAL INSURANCE **	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>CIGNA OAPIN (In Network)</i>				
Individual	\$ 6,024.12	\$ 5,361.52	\$ 662.60	\$ 33.13
Parent/Child	11,935.44	10,622.64	1,312.80	65.64
Two Adults	14,375.64	12,794.44	1,581.20	79.06
Family	16,208.16	14,425.36	1,782.80	89.14
<i>CIGNA OAP (In/Out Network)</i>				
Individual	\$ 6,800.76	\$ 5,984.76	\$ 816.00	\$ 40.80
Parent/Child	13,474.20	11,857.40	1,616.80	80.84
Two Adults	16,228.92	14,281.52	1,947.40	97.37
Family	18,297.48	16,101.88	2,195.60	109.78
<i>Kaiser Permanente HMO</i>				
Individual	\$ 6,570.00	\$ 5,847.40	\$ 722.60	\$ 36.13
Parent/Child(ren)	13,016.40	11,584.60	1,431.80	71.59
Two Adults	15,677.88	13,953.48	1,724.40	86.22
Family	17,676.48	15,732.08	1,944.40	97.22

DENTAL INSURANCE **	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>CareFirst Regional Dental PPO</i>				
Individual	\$ 285.36	\$ 185.56	\$ 99.80	\$ 4.99
Parent/Child or Two Adults	618.12	401.92	216.20	10.81
Family	937.08	609.28	327.80	16.39
<i>CareFirst Regional Dental Traditional</i>				
Individual	\$ 323.28	\$ 185.48	\$ 137.80	\$ 6.89
Parent/Child or Two Adults	677.88	401.88	276.00	13.80
Family	1,138.56	609.16	529.40	26.47
<i>CIGNA Dental DHMO</i>				
Individual	\$ 411.00	\$ 185.60	\$ 225.40	\$ 11.27
Parent/Child(ren) or Two Adults	787.80	401.80	386.00	19.30
Family	1,184.40	609.20	575.20	28.76

VISION INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>CareFirst Davis Vision</i>				
Individual (Free if FTE is .5 or greater)	\$ 34.20	\$ 34.20	\$ -	\$ -
Family (includes Parent/Child and Two Adults)	131.28	34.28	97.00	4.85

*All employee benefits deductions are based upon 20 pay periods

**Domestic Partner benefits may be subject to imputed income

APPENDIX B-3

**Medical, Dental, & Vision Deductions for Full-Time Employees Hired On or After January 1, 2013
Effective 1/1/2013 - 12/31/2013**

MEDICAL INSURANCE **	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>CIGNA OAPIN (In Network)</i>				
Individual	\$ 6,024.12	\$ 5,120.52	\$ 903.60	\$ 45.18
Parent/Child	11,935.44	10,145.24	1,790.20	89.51
Two Adults	14,375.64	12,219.44	2,156.20	107.81
Family	16,208.16	13,776.96	2,431.20	121.56
<i>CIGNA OAP (In/Out Network)</i>				
Individual	\$ 6,800.76	\$ 5,440.76	\$ 1,360.00	\$ 68.00
Parent/Child	13,474.20	10,779.40	2,694.80	134.74
Two Adults	16,228.92	12,983.32	3,245.60	162.28
Family	18,297.48	14,638.08	3,659.40	182.97
<i>Kaiser Permanente HMO</i>				
Individual	\$ 6,570.00	\$ 5,584.60	\$ 985.40	\$ 49.27
Parent/Child(ren)	13,016.40	11,064.00	1,952.40	97.62
Two Adults	15,677.88	13,326.28	2,351.60	117.58
Family	17,676.48	15,025.08	2,651.40	132.57

DENTAL INSURANCE **	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>CareFirst Regional Dental PPO</i>				
Individual	\$ 285.36	\$ 185.56	\$ 99.80	\$ 4.99
Parent/Child or Two Adults	618.12	401.92	216.20	10.81
Family	937.08	609.28	327.80	16.39
<i>CareFirst Regional Dental Traditional</i>				
Individual	\$ 323.28	\$ 185.48	\$ 137.80	\$ 6.89
Parent/Child or Two Adults	677.88	401.88	276.00	13.80
Family	1,138.56	609.16	529.40	26.47
<i>CIGNA Dental DHMO</i>				
Individual	\$ 411.00	\$ 185.60	\$ 225.40	\$ 11.27
Parent/Child(ren) or Two Adults	787.80	401.80	386.00	19.30
Family	1,184.40	609.20	575.20	28.76

VISION INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
<i>CareFirst Davis Vision</i>				
Individual (Free if FTE is .5 or greater)	\$ 34.20	\$ 34.20	\$ -	\$ -
Family (includes Parent/Child and Two Adults)	131.28	34.28	97.00	4.85

*All employee benefits deductions are based upon 20 pay periods

**Domestic Partner benefits may be subject to imputed income

**APPENDIX D
EXTRA COMPENSATION
Effective July 1, 2012**

STUDENT ACTIVITIES

\$936

Black Saga
Chess
Class Advisor - Freshman
Class Advisor – Sophomore

DestiNation ImagiNation**

Drama – Middle School
Future Educators’ Association
Health Occupation Students of America (HOSA)
Instrumental Music**++

Its’ Academic
Key Club, Rotoract, etc.
Literary Magazine
Math Counts

Math 24 Challenge

Math, Engineering, and Science Achievement (MESA)
Mock Trial

National Honor Societies of America++
Quiz Bowl
School Store
Student Council – Middle School
Student Service Learning**
Students Against Destructive Decisions (SADD)

OTHER ACTIVITIES

\$936

Elementary School Assessment Liaison

Science Fair Coordinator**

Science, Technology, Engineering, and Math Fair Coordinator**

Technology Liaison**

\$1872

Class Advisor – Junior
Class Advisor – Senior
Dance**
DestiNation ImagiNation**

Distributive Education Clubs of America (DECA)
Drama – Secondary
Drama – Technical Theater
Forensics**

Future Business Leaders of America (FBLA)
Intramurals
Instrumental Music**++
Newspaper**
Scholastic Aptitude Test Coordinator
Skills USA

Student Service Learning**

Supervised Occupational Exploration Program (SOEP)
Vocal Music
Yearbook

\$1872

Multimedia Coordinator

Science Fair Coordinator**

Science, Technology, Engineering, and Math Fair Coordinator**

Technology Liaison**

\$2270

Dance**
Forensics**
Instrumental Music**++
Junior Reserve Officer Training Corps (JROTC)**
Newspaper**

Student Council – High School

\$2805

Dance**
Forensics**
Future Farmers of America (FFA)
Instrumental Music**++

Junior Reserve Officer Training Corps (JROTC)**
Newspaper**

\$2270

Advanced Placement (AP) Coordinator (12 courses or less)**
Advancement Via Individual Determination Coordinator**++
Technology Liaison**

\$2805

Advanced Placement (AP) Coordinator (13 or more courses)**
Advancement Via Individual Determination Coordinator**++
Technology Liaison**

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

++Additional information is located within Article XVI.

APPENDIX D (continued)
EXTRA COMPENSATION
Effective July 1, 2012

INTERSCHOLASTICS – Varsity Head Coach*

\$1872	\$2805	\$3250
Allied Sports (per season)	Athletic Directors (per season)	Volleyball
Cheerleading (Spring)	Baseball	
Middle School Coaches	Certified Athletic Trainer (per season)	\$3473
	Cheerleading (Winter)	Indoor Track
\$2270	Field Hockey	
Badminton	Lacrosse	\$4275
Cheerleading (Fall)	Soccer	Basketball
Cross Country	Softball	Wrestling
Golf	Tennis	
	Track & Field	\$4810
		Football

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

APPENDIX E

**RETIREMENT HEALTH PLAN ALLOWANCE FOR BCPS EMPLOYEES HIRED
ON OR AFTER JANUARY 1, 2011**

Original Base Amounts

PRE-MEDICARE RETIREES

MEDICARE RETIREES

Base Allowance per Years of Service
\$150.00 \$225.00

Base Allowance per Years or Service
\$100.00 \$150.00

Yrs. Of Service	Retiree	Retiree & Dependent	Retiree	Retiree & Dependent
10	\$1,500.00	\$2,250.00	\$1,000.00	\$1,500.00
11	\$1,650.00	\$2,475.00	\$1,100.00	\$1,650.00
12	\$1,800.00	\$2,700.00	\$1,200.00	\$1,800.00
13	\$1,950.00	\$2,925.00	\$1,300.00	\$1,950.00
14	\$2,100.00	\$3,150.00	\$1,400.00	\$2,100.00
15	\$2,250.00	\$3,375.00	\$1,500.00	\$2,250.00
16	\$2,400.00	\$3,600.00	\$1,600.00	\$2,400.00
17	\$2,550.00	\$3,825.00	\$1,700.00	\$2,550.00
18	\$2,700.00	\$4,050.00	\$1,800.00	\$2,700.00
19	\$2,850.00	\$4,275.00	\$1,900.00	\$2,850.00
20	\$3,000.00	\$4,500.00	\$2,000.00	\$3,000.00
21	\$3,150.00	\$4,725.00	\$2,100.00	\$3,150.00
22	\$3,300.00	\$4,950.00	\$2,200.00	\$3,300.00
23	\$3,450.00	\$5,175.00	\$2,300.00	\$3,450.00
24	\$3,600.00	\$5,400.00	\$2,400.00	\$3,600.00
25	\$3,750.00	\$5,625.00	\$2,500.00	\$3,750.00
26	\$3,900.00	\$5,850.00	\$2,600.00	\$3,900.00
27	\$4,050.00	\$6,075.00	\$2,700.00	\$4,050.00
28	\$4,200.00	\$6,300.00	\$2,800.00	\$4,200.00
29	\$4,350.00	\$6,525.00	\$2,900.00	\$4,350.00
30	\$4,500.00	\$6,750.00	\$3,000.00	\$4,500.00
31	\$4,650.00	\$6,975.00	\$3,100.00	\$4,650.00
32	\$4,800.00	\$7,200.00	\$3,200.00	\$4,800.00
33	\$4,950.00	\$7,425.00	\$3,300.00	\$4,950.00
34	\$5,100.00	\$7,650.00	\$3,400.00	\$5,100.00
35	\$5,250.00	\$7,875.00	\$3,500.00	\$5,250.00

Beginning in FY 09, flat dollar amounts will be adjusted by the lesser of the growth in the US Consumer Price Index (CPI) in the prior year or 4%.

FY 2009 Adjustment (Calendar Year 2007 CPI)	2.85%
FY 2010 Adjustment (Calendar Year 2008 CPI)	3.84%
FY 2011 Adjustment (Calendar Year 2009 CPI)	-0.36%
FY 2012 Adjustment (Calendar Year 2010 CPI)	1.64%
FY 2013 Adjustment (Calendar Year 2011 CPI)	3.16%

APPENDIX F AGENCY FEE

The Teacher's Association of Baltimore County (TABCO) and the Board of Education of Baltimore County (the Board) agree that the procedures set forth below reflect the understanding of the parties with regard to the implementation of Article III, Section 3.20 (i.e., the agency fee provision) of the Agreement.

1. Pursuant to Section 6-407 (c) (5) (i) of the Annotated Code of Maryland, these provisions shall apply only to unit employees who were hired on or after July 1, 1997 and who are not substitute teachers.
2. An agency fee shall be implemented when membership (head count) in the TABCO equals or exceeds 72% (threshold percentage) of the number equal to the full-time equivalency (FTE) of employees within the TABCO bargaining unit as determined on or before March 1st of each year. The agency fee shall be implemented during the fiscal year following the attainment of the aforementioned threshold as confirmed by the Board and as stipulated below.
3. Prior to August 1st of each year TABCO shall submit to the Board an annual audit from an external auditor that reflects the operational expenses incurred by TABCO and shall explain how the agency fee to be charged to unit members for that contract year under Article III, Section 3.20 is calculated based on the audit.
4. All bargaining unit employees hired on or after July 1, 1997 who are not members of the Association shall be required to pay an agency fee. Bargaining unit employees, who do not voluntarily elect to join TABCO as members by September 1st (or within forty-five (45) days of employment if employed after the beginning of the school year), or who claim a religious exemption as indicated below, shall have deducted from their payroll checks a reasonable agency fee as established by TABCO in an amount not to exceed the organizational membership dues established for its members. Bargaining unit employees hired prior to July 1, 1997 who do not join TABCO are not subject to the aforementioned agency fee.
5. Pursuant to Section 6-407 (c) of the Education Article of the Annotated Code of Maryland, the agency fee "may not exceed the annual dues of the members of the organization." Such members' annual unified dues structure includes payments earmarked for TABCO and its state and national parent organizations, the Maryland State

Education Association ("MSEA") and the National Education Association ("NEA") respectively who independently establish the agency fee for their portion of the unified dues amount. The agency fee shall be determined with respect to this three-tiered structure.

6. Prior to August 1st of each year, TABCO shall determine a reasonable agency fee as required under Section 6-407 (v) of the Annotated Code of Maryland. Pursuant to 6-407 (c) (5) (v) 1 and 2, the agency fee shall be based only on expenses incurred by TABCO in its representation in negotiations, contract administration, including the handling of grievances, and other activities, as required by Md Ed. Code Ann., §6-407. Any political activities of TABCO may not be financed by the funds collected from the agency fee. The agency fee will not include the cost of benefits or activities only available to TABCO members (e.g., member-only insurance programs).

7. Promptly after notifying the Board of the amount of the agency fee as described in paragraph 6 above, TABCO will send a written communication to each nonmember employee in the unit who is required to pay such a fee under Article III, Section 3.20 of the Agreement. This communication will inform the employee inter alia:

- a. of the obligation under the Article III, Section 3.20 of the Master Agreement between the Board of Education of Baltimore County and the Teachers Association of Baltimore County to join the Association or pay an agency fee to TABCO;
- b. of the amount of the agency fee, as determined by the annual audit from the external auditor, and the manner in which it was determined;
- c. of the need to execute a payroll deduction form authorizing the Board to deduct membership dues or the agency fee from his/her salary. (The deduction and remittance of agency fees to TABCO shall occur in the same manner as the deduction and remittance of membership dues); and
- d. of an exemption for an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this subsection for the exemption from the obligation to pay an agency fee for any contract year, an employee must:
 - i. pay an amount of money, during said contract year, equal to the agency fee to a non-religious, nonunion charity or to such other charitable organization as may be agreed upon by said employee and TABCO; and
 - ii. prior to the end of said contract year furnish TABCO and the Board written proof of such payment;
- e. that failure to declare intent with regard to membership in the Association by September 1st of the contract year, or claim a religious exemption as indicated above, will result in the automatic deduction of an agency fee beginning with the last pay date in September. For those hired after the beginning of the school year, automatic deductions will begin on the first pay date following the expiration of the forty-five (45) day selection period.

8. If an employee who is required to pay an agency fee under Article III, Section 3.20 of the Agreement is employed in a unit position on a part-time basis or for less than one full contract year, the agency fee for that employee for said contract year will be a pro rata portion of the annual fee, based on the number of days actually worked during said year, rounded to the nearest month.

9. If the employment of an employee who is in the process of paying an agency fee under Article III, Section 3.20 of the Agreement ends (voluntary or otherwise) before TABCO has received the full amount of the agency fee to which it is entitled, said employee will have the unpaid balance deducted from the final paycheck in the same manner as the balance of unpaid dues is deducted as specified in Section 3.13.3 of the Agreement.

10. The Board shall submit on a monthly basis to TABCO a list of employees who were hired into positions during said period. In addition, the Board shall provide TABCO, within thirty (30) calendar days after the date that the threshold percentage is met, a cumulative list of unit employees hired on or after July 1, 1997 through the date of attaining the threshold percentage. These lists shall include the names, job titles, FTE, the dates of employment, and worksites for such unit employees.

11. TABCO agrees to indemnify and save the Board harmless in accordance with the provisions of Section 6-407 (c) (5) (iii) 1 and 2 which specifically state that TABCO shall indemnify and hold harmless the Board against any and all claims, demands, suits, or any other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with any of the agency fee provisions of the negotiated agreement. The Board shall retain without charge to the Board the services of counsel that are designated by TABCO with regard to any claim, demand, suit, or any other liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with any of the agency fee provisions of the negotiated agreement. Counsel for the Board will be permitted to enter an appearance and will be kept fully apprised of litigation developments by counsel for TABCO, but TABCO will not be responsible for any legal fees the Board may incur in this regard.

12. In the event that TABCO membership (head count) falls below 68% (continuing threshold percentage) of the number equal to the full-time equivalency (FTE) of employees within the TABCO bargaining unit as determined on March 1st of a given year, representatives of the Board and TABCO will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of agency fees.