

2016-2017

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
2014-2017 MASTER AGREEMENT)**

ARTICLE III
Association's Rights, Privileges, and Responsibilities

Retired/Rehired Teachers

3.10 This Agreement shall apply to rehired retirees with the following provisos:

3.10.1 Article XII - Absences and Leaves - Rehired retirees will be limited to eligibility for the following leaves: Academic Activities, Adoption, Bereavement, Family Illness, Absence for Maternity, Urgent Personal Business, Special Religious Observance, Court-Related, Workers' Compensation.

3.10.2 The school administrative team shall monitor the rehired retiree's performance and shall evaluate the teacher annually using the on line Teacher Evaluation Form in accordance with the following articles: 13.1 through 13.3.2; 13.8 through 13.10.2; and 13.12 through 13.16.

3.10.3 Article XIV - Transfers and Assignments does not apply.

ARTICLE VI
Teachers Rights, Privileges and Responsibilities

Job Security

6.7.1 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 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.

6.7.2 Teachers on layoff shall be recalled in order of their seniority as vacancies become available for which they are certified or in the case of school nurses for which they are qualified. If a laid off teacher is recalled to a position involving less time than that teacher previously had, that teacher shall be offered any subsequently available position involving greater time, or which can reasonably be combined with the teacher's assignment, before such position is offered to a less senior laid-off teacher. The Board may elect not to implement this provision if the new position becomes available after October 1 of the school year.

6.7.3 While a layoff continues, no new hires shall be permitted except where: (a) there are no teachers on layoff qualified by certificate to fill a vacant position or in the case of school nurses no one 14 qualified to fill a vacant position; or (b) all qualified teachers on layoff decline the offer to fill the vacancy. Teachers shall: (a) receive written notice at least five (5) days in advance of the deadline for determining whether to exercise recall rights; (b) be available to begin work within twenty (20) days following exercise of recall rights; and (c) retain recall rights for a period of two (2) years. Except for proven medical disability, a teacher who declines a job offer for which he/she is certified or qualified in the case of a school nurse shall forfeit recall rights provided, however, that a laid-off employee who has accepted employment in another Maryland public school system and is unable to get released from his/her employment contract may decline an offer to return to work and maintain all recall rights if the offer is issued later than July 15 for a position which will become available at the beginning of or during the school year following.

ARTICLE X **Teaching Conditions**

Additional Responsibilities

10.7.3 Supervising evening and night student activities approximately four (4) times per year, including back-to-school nights.

Curriculum

10.10 Teachers who are expected to implement new curricula or techniques shall be given an opportunity to participate in training activities concerning the new curricula at least one grading period prior to the implementation.

10.10.1 Curriculum materials and texts necessary for the implementation of curricula and techniques will be available to the teacher at least one grading period prior to the time the teacher is expected to implement any curriculum.

10.10.2 All curricula will be piloted prior to implementation. Curricula shall be piloted in sample schools or with populations impacted by such initiatives. Curriculum pilots will be of sufficient length to determine efficacy. Pilot participants shall be afforded opportunities to provide feedback, to discuss strengths and weaknesses, and to suggest modifications prior to implementation.

Technology

10.11 Teachers will have access to technical support to allow for the utilization of the technology in an efficient and effective manner.

10.12 All system-wide software initiatives will be piloted and all system-wide hardware initiatives shall be field tested prior to implementation. Field tests and pilots shall include

representative stakeholders and allow time to validate district goals. Field test and pilot participants shall be afforded opportunities to provide feedback, to discuss strengths and weaknesses and modifications prior to implementation.

10.12.1 Teachers who are expected to utilize new technology and/or application software shall be given an opportunity to participate in training activities related to the new hardware and software applications prior to and during the implementation.

NOTE: All subsequent sections in this Article shall be renumbered.

Preparation, Planning, and Duty-free Lunch

10.14.2 Teachers in secondary schools shall have at least five (5) unassigned periods per week for preparation and planning with the objective of providing at least one per day. This is assuming a 35-period week. If the secondary school week is other than 35 periods, a minimum of two hundred-fifty (250) minutes of preparation time will be provided with every reasonable effort being made to assure that such periods are no less than fifty (50) minutes in duration. Preparation time does not include the thirty (30) minute duty free lunch or the 15 minutes before the time for starting scheduled activities for students or the 15 minutes after the time for dismissing regularly scheduled students.

10.14.5 Planning for daily instruction is likely to be most effective when secondary school teachers have assignments that require not more than three preparations. The middle and high schools shall be organized so as to implement this concept. In special cases and if no other options are available, a principal may assign a teacher more than three (3) preparations in order to meet student needs. Teachers assigned more than three (3) preparations shall not be assigned any duties during the regular student day.

Planning and Grade Books

10.18 Each teacher shall be provided with a grade book, digital or otherwise as determined by BCPS. Duplication of routine record keeping shall not be required. The grade book shall remain the property of the school system and a planning book shall become the property of the teacher.

Parking

10.27 An adequate portion of the parking facilities at each school or BCPS work location shall be reserved and/or provided for teacher parking at no cost to the employee. Handicapped parking shall be provided.

ARTICLE XII
Absences & Leaves

Bereavement Leave

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

12.4.1 One (1) workday with pay shall be allowed to attend the funeral of a close relative. One (1) additional day with pay will be allowed in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of a religious denomination.

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

Military Leave

12.8 All teachers shall be provided leave to serve in the uniformed services, covering all categories of military training and service, including duty performed on a voluntary or involuntary basis and in time of peace or war in accordance with the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

12.8.6 Where the teacher is returned to his/her former job classification, he/she shall be entitled to all annual increments (allowable in his/her salary grade) for which he/she would have become eligible had employment been continuous.

The above applies providing:

(c) The service period has not been voluntarily extended beyond five years total active duty since August 1, 1961.

12.8.7 Teachers who are ordered to extend active duty shall be compensated for lost time up to fifteen (15) working days.

(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 five 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 A regularly employed teacher with three (3) or more years of satisfactory continuous service with the Board may be granted a year's academic leave of absence for the purpose of furthering professional growth by means of further study or by other means approved by the Superintendent.

Unusual or Imperative Leave

12.13 A teacher may be granted leave for up to one (1) year without pay for extenuating circumstances which are unusual or imperative when no other leave is applicable.

12.13.1 An application with supporting documentation must be submitted and Board of Education approval must be secured.

12.13.2 The teacher may continue participation in the Board of Education Employee Insurance Plan by assuming full costs of the premium.

12.13.3 The teacher must immediately notify the Department of Human Resources if plans to take the leave change.

Special Religious Observance Leave

12.15 Ten month teachers are permitted a total of five (5) days for religious holidays. These days include two (2) paid religious observance leave days plus a teacher's three (3) urgent personal business days. Twelve month teachers are permitted a total of seven (7) days for religious holidays. These days include two (2) paid religious observance leave days plus a teacher's five (5) urgent personal business days. The teacher is required to submit a letter one (1) week in advance, to the appropriate 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 teachers to be absent from work to fulfill religious obligations.

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

ARTICLE XIII
Observation, Evaluation and Files

For the 2016-2017 school year, Article XIII procedures regarding the observation and evaluation process will be conducted in accordance with the provisions of Appendix G to this Agreement. These provisions will be modified during the 2016-2017 negotiations process to incorporate agreed upon modifications for the 2017-2018 school year.

ARTICLE XIV
Transfers and Assignments

14.1.1 Any teacher reassigned during the school year to a new position within the school shall be allowed two (2) duty days without teaching for the purposes of preparing for the new assignment. Whenever possible, no other responsibilities will be assigned.

Voluntary

14.2.5 Teachers who have requested a voluntary transfer or reassignment shall be notified in writing by letter or email, by three (3) duty days prior to the last duty day of the school year for teachers, of the action taken by the Department of Human Resources on said transfer or reassignment. This action will include: the granting of the transfer or reassignment or, in the absence of the action specified, it will indicate that the request is being held in abeyance with the possibility it can be granted within a reasonable period of time. All requests for voluntary transfers that have not been granted shall remain active until August 1 and may be considered after that date. When a vacancy occurs during the school year and a long-term substitute teacher occupies the vacancy through the end of the school year, consideration will be given to those teachers who requested a transfer to that school during the current voluntary transfer period. This consideration will occur prior to the position being offered to a new hire or any long-term substitute. In the case that the position is filled by a voluntary transfer teacher, this transfer will not count toward the receiving school's transfer limit.

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 tenured or highly effective or effective second year probationary 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 shall offer the new position to the incumbent teacher who held the part-time position if the teacher's performance is effective and 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.

14.3.7 An involuntary/excess transfer will be made only after a meeting between the teacher and the appropriate administrator/supervisor at which time the teacher shall be notified of the reason for the transfer.

Involuntary/Administrative

14.4.3 An involuntary/administrative transfer will be made only after a meeting between the teacher and the appropriate administrator/supervisor at which time the teacher shall be notified of the reason for the transfer.

ARTICLE XV **Professional Growth & Training**

Reimbursement

15.1 The Board will reimburse teachers for tuition and fee charges up to three hundred dollars (\$300) 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.

ARTICLE XVI **Professional Compensation and Teacher Responsibility Basic Salaries**

Basic Salaries

16.1.1 A nurse who was designated as a Senior Nurse under previous Agreements is placed on step ten (10) of the bachelor's degree salary schedule referred to in this Agreement as Appendix A and shall not be required to earn credits toward the completion of their bachelor's degree. 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

Department chairmen and team leaders with 15 or more employees assigned to a department or team, consulting teachers and the Peer Assistance and Review (PAR) panel teacher co-chair	\$ 5360
Psychologists, department chairmen and team leaders with 10 to 14 employees assigned to a department or team	\$ 4596
Department chairmen and team leaders with 5 to 9 employees assigned to a department or team	\$ 3832
Department chairmen and team leaders with 1 to 4 employees assigned to a department or team and a nurse with at least .4 FTE health assistant assigned to the school	\$ 3066

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:

16-17 school year \$275.41 per day or \$42.37 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:

16-17 school year \$196.72 per day or \$30.26 per hour for attendees
 \$236.09 per day or \$36.32 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 three hundred and fourteen dollars and seventy-two cents (\$314.72) for a six and one-half (6½) hour work day, or forty-eight dollars and forty-two cents (\$48.42) per hour during the 16-17 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.

Evening and Saturday High School

16.9 Teachers of evening and Saturday high school shall be paid thirty-six dollars and thirty-two cents (\$36.32) per hour. Teachers/leaders of other programs where teachers, apart from their regular contractual salaried employment, are involved in teaching/tutoring K-12 students on an hourly basis in academic areas related to the regular curriculum, shall be paid thirty dollars and twenty-six cents (\$30.26) per hour. These amounts shall increase in subsequent years by the same average percentage increase applied to the basic salary schedule.

Extra Compensation

16.10.7 In the event teachers participate in a program to mentor students during the school year, they shall receive additional compensation for all documented time spent with or preparing for interactions with identified student mentees outside of the regular work day. Documentation shall be submitted to the School Coordinator for Student Mentoring on a biweekly basis. Teacher participants shall be paid at the hourly rate of pay as noted in Article XVI, Section 16.6.1 for presenters. Payments for documented time submitted shall be made to these mentors in December and June.

ARTICLE XVII **Insurances**

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.

The Board shall provide a prescription drug benefit for 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.

17.5.1 Option 1 - 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 19% of the annual premium through December 31, 2016 according to the schedule in Appendix B-1, (20% for those hired on or after January 1, 2013); 20% as of January 1, 2017; 20% as of January 1, 2018; 22% as of January 1, 2019; 24% as of January 1, 2020; and 25% as of January 1, 2021. Beginning January 1, 2013 through December 31, 2021, 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, the hospital emergency room co-pay will be \$70 per visit and is waived if admitted.

17.5.2 Option 2 - 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 14% of the annual premium through December 31, 2016 according to the schedule in Appendix B-1, (15% for those hired on or after January 1, 2013); 15% as of January 1, 2017; and 15% as of January 1, 2018 through December 31, 2021. Beginning January 1, 2013 through December 31, 2021, 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. Also, the hospital emergency room co-pay will be \$50 per visit and is waived if admitted.

17.5.3 Option 3 - 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 14% through December 31, 2016 according to the schedule in Appendix B-1, (15% for those hired on or after January 1, 2013); 15% as of January 1, 2017; and 15% as of January 1, 2018 through December 31, 2021. A prescription drug benefit is included with the HMO offered. The co-pay structure through December 31, 2021 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.

17.5.4 The employee price tag for those hired on or after January 1, 2019 will be as follows: Cigna OAP – 25%; Cigna OAPIN – 15%; Kaiser HMO – 15% according to the schedule in B-2.

17.5.5 Options 4 A and 4 B - These options provide for two (2) Medicare Supplement Plans: 4A – Cigna Medicare Surround; 4B – 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.

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 1, 2, and 3 for each calendar year (CY) through December 31, 2021, 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 4 A and 4 B.

CHART A

CIGNA OAP (Option 1)

CIGNA OAPIN (Option 2)
and
Kaiser HMO (Option 3)

<u>Current</u>	<u>CY17</u>	<u>CY18</u>	<u>CY19</u>	<u>CY20</u>	<u>CY21</u>	<u>BCPS Yrs. of Service</u>	<u>Current</u>	<u>CY17</u>	<u>CY18</u>	<u>CY19</u>	<u>CY20</u>	<u>CY21</u>
30.0%	25.0%	25.0%	23.0%	21.0%	20.0%	10	30.0%	25.0%	25.0%	25.0%	25.0%	25.0%
30.0%	27.5%	27.5%	25.5%	23.5%	22.5%	11	30.0%	27.5%	27.5%	27.5%	27.5%	27.5%
30.0%	30.0%	30.0%	28.0%	26.0%	25.0%	12	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
32.5%	32.5%	32.5%	30.5%	28.5%	27.5%	13	32.5%	32.5%	32.5%	32.5%	32.5%	32.5%
35.0%	35.0%	35.0%	33.0%	31.0%	30.0%	14	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
37.5%	37.5%	37.5%	35.5%	33.5%	32.5%	15	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%
40.0%	40.0%	40.0%	38.0%	36.0%	35.0%	16	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
42.5%	42.5%	42.5%	40.5%	38.5%	37.5%	17	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
45.0%	45.0%	45.0%	43.0%	41.0%	40.0%	18	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%
47.5%	47.5%	47.5%	45.5%	43.5%	42.5%	19	47.5%	47.5%	47.5%	47.5%	47.5%	47.5%
55.0%	50.0%	50.0%	48.0%	46.0%	45.0%	20	56.2%	50.4%	50.4%	50.4%	50.4%	50.4%
55.0%	52.5%	52.5%	50.5%	48.5%	47.5%	21	56.2%	53.3%	53.3%	53.3%	53.3%	53.3%
55.0%	55.0%	55.0%	53.0%	51.0%	50.0%	22	56.2%	56.2%	56.2%	56.2%	56.2%	56.2%
57.5%	57.5%	57.5%	55.5%	53.5%	52.5%	23	59.1%	59.1%	59.1%	59.1%	59.1%	59.1%
60.0%	60.0%	60.0%	58.0%	56.0%	55.0%	24	62.0%	62.0%	62.0%	62.0%	62.0%	62.0%
63.3%	63.3%	63.3%	61.3%	59.3%	58.3%	25	65.3%	65.3%	65.3%	65.3%	65.3%	65.3%
66.6%	66.6%	66.6%	64.6%	62.6%	61.6%	26	68.6%	68.6%	68.6%	68.6%	68.6%	68.6%
69.9%	69.9%	69.9%	67.9%	65.9%	64.9%	27	71.9%	71.9%	71.9%	71.9%	71.9%	71.9%
73.2%	73.2%	73.2%	71.2%	69.2%	68.2%	28	75.2%	75.2%	75.2%	75.2%	75.2%	75.2%
76.5%	76.5%	76.5%	74.5%	72.5%	71.5%	29	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
81.0%	80.0%	80.0%	78.0%	76.0%	75.0%	30	86.0%	85.0%	85.0%	85.0%	85.0%	85.0%

CHART B

Only for Retirees age 65 or older

	Option <u>4 A</u>	Option <u>4 B</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 The Board shall offer three dental plans: a) Traditional Dental Plan, b) Preferred Provider Dental Plan, and c) Dental HMO.

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, 2021. The employee price tag will be according to the schedule in Appendix B-1 and B-2.

17.9.2 The specific coverage in each of the Dental Insurance plans 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 teachers.

17.9.3 All self-funded dental plan options available to active employees will be available to retirees for a price tag equal to the existing COBRA rates.

Vision Insurance

17.10 The Board shall provide an optical plan jointly selected by the Board and employee organizations. Participation in the optical plan will be available to retirees and dependents at full cost to the retiree.

Insurance Plan Carriers

17.11 No change will be made in the carrier of any insurance plan identified in this Article unless the Association approves such change.

Article XIX **Ad Hoc Study Committees**

Definitions

19.1 Matters which cannot be negotiated to finality without additional research and study may be referred to ad hoc committees of the negotiating teams appointed jointly by the two teams. These committees shall report to the negotiating teams in time for next scheduled negotiating session.

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

ARTICLE XXII **Duration of the Agreement**

22.1 The provisions of this Agreement shall be effective through June 30, 2019, except as indicated in the following. Unless the parties mutually agree to the contrary during negotiations, negotiable items will be as stated in the following.

22.2 Effective July 1, 2016 (FY 17), all salary schedule steps contained in Appendix A will be increased by a 2% Cost of Living Allowance (COLA). Related provisions as stipulated throughout the Agreement will also be increased by the same percentage. For FY 17, salary schedule step increases shall be funded. In addition, there will be no furloughs or layoffs of bargaining unit employees during this fiscal year.

For the FY 18 Successor Agreement, negotiable items will be limited to three (3) articles selected by each respective party plus Chart B of 17.8 as a mutual opener, but excluding wages, and other rates of pay included in the Agreement. All other Article XVII provisions shall remain in effect as modified and agreed during negotiations for FY 17 through December 31, 2021.

22.3 Effective July 1, 2017 (FY 18), all salary schedule steps contained in Appendix A will be increased by a 2% Cost of Living Allowance (COLA). Related provisions as stipulated throughout the Agreement will also be increased by the same percentage. Article XVII provisions in effect as of 12/31/17 shall be frozen and extended through 12/31/18, but subject to previous negotiations related to Chart B. For FY 18, salary schedule step increases shall be

funded. In addition, there will be no furloughs or layoffs of bargaining unit employees during this fiscal year.

For the FY 19 Successor Agreement, negotiable items will be limited to three (3) articles selected by each respective party, but excluding wages and other rates of pay included in the Agreement. Article XVII provisions shall remain in effect as modified and agreed during previous negotiations through December 31, 2021.

22.4 Effective July 1, 2018 (FY 19), all salary schedule steps contained in Appendix A will be increased by a 2% Cost of Living Allowance (COLA). Related provisions as stipulated throughout the Agreement will also be increased by the same percentage. Article XVII provisions shall remain in effect as modified and agreed during previous negotiations through December 31, 2021. For FY 19, salary schedule step increases shall be funded. In addition, there will be no furloughs or layoffs of bargaining unit employees during this fiscal year.

For the FY 20 Successor Agreement, all existing articles will be open for negotiations, except Article XVII provisions as modified and agreed during previous negotiations which shall remain in effect through December 31, 2021.

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.

Appendix A



BALTIMORE COUNTY PUBLIC SCHOOLS

Salary Scale for 10-Month Exempt Employees Represented by TABCO, 2016-2017

Effective July 1, 2016

Divide the annual salary by 21.9 to obtain the biweekly salary

STEP	BA		MA		MA30		MA60		DOC	
	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly	Annual	Biwkly
01	46,053	2,102.88	47,139	2,152.47	49,367	2,254.20	50,648	2,312.69	51,762	2,363.56
02	46,412	2,119.27	47,846	2,184.75	50,108	2,288.04	51,407	2,347.35	52,538	2,399.00
03	47,109	2,151.10	48,684	2,223.01	50,985	2,328.08	52,307	2,388.45	53,457	2,440.96
04	47,934	2,188.77	49,535	2,261.87	51,877	2,368.81	53,223	2,430.27	54,394	2,483.74
05	48,772	2,227.03	50,403	2,301.51	52,785	2,410.27	54,155	2,472.83	55,345	2,527.17
06	49,504	2,260.46	51,663	2,359.04	54,105	2,470.55	55,508	2,534.61	56,729	2,590.37
07	50,247	2,294.38	53,213	2,429.82	55,729	2,544.70	57,174	2,610.68	58,431	2,668.08
08	51,001	2,328.81	55,022	2,512.42	57,623	2,631.19	59,118	2,699.45	60,418	2,758.81
09	51,766	2,363.74	56,948	2,600.37	59,639	2,723.24	61,188	2,793.97	62,532	2,855.34
10	52,542	2,399.18	58,941	2,691.37	61,726	2,818.54	63,330	2,891.78	64,720	2,955.25
11	52,542	2,399.18	61,003	2,785.53	63,887	2,917.21	65,546	2,992.97	66,985	3,058.68
12	52,542	2,399.18	62,986	2,876.07	65,962	3,011.96	67,677	3,090.27	69,163	3,158.13
13	52,542	2,399.18	65,034	2,969.59	68,106	3,109.86	69,876	3,190.68	71,411	3,260.78
14	52,542	2,399.18	67,148	3,066.12	70,320	3,210.96	72,147	3,294.38	73,732	3,366.76
15	52,542	2,399.18	68,323	3,119.77	71,550	3,267.12	73,409	3,352.01	75,022	3,425.66
16	52,542	2,399.18	69,519	3,174.38	72,801	3,324.25	74,695	3,410.73	76,334	3,485.57
17	52,542	2,399.18	70,735	3,229.91	74,075	3,382.42	76,001	3,470.37	77,670	3,546.58
18	52,542	2,399.18	71,973	3,286.44	75,371	3,441.60	77,331	3,531.10	79,029	3,608.63
19	52,542	2,399.18	73,233	3,343.97	76,691	3,501.87	78,685	3,592.92	80,412	3,671.78
20	52,542	2,399.18	74,515	3,402.51	78,033	3,563.15	80,061	3,655.75	81,819	3,736.03
21	52,542	2,399.18	75,632	3,453.52	79,204	3,616.62	81,261	3,710.55	83,046	3,792.05
22	52,542	2,399.18	76,767	3,505.34	80,391	3,670.82	82,481	3,766.26	84,292	3,848.95
23	52,542	2,399.18	77,919	3,557.95	81,597	3,725.89	83,719	3,822.79	85,557	3,906.71
24	52,542	2,399.18	79,088	3,611.32	82,821	3,781.78	84,974	3,880.09	86,840	3,965.30
25	52,542	2,399.18	80,274	3,665.48	84,063	3,838.49	86,249	3,938.31	88,142	4,024.75
26	52,542	2,399.18	81,478	3,720.46	85,324	3,896.07	87,543	3,997.40	89,465	4,085.16
27	52,542	2,399.18	83,107	3,794.84	87,030	3,973.97	89,294	4,077.35	91,254	4,166.85
28	52,542	2,399.18	84,769	3,870.73	88,771	4,053.47	91,079	4,158.86	93,079	4,250.18
29	52,542	2,399.18	86,464	3,948.13	90,546	4,134.52	92,901	4,242.05	94,941	4,335.21
30	52,542	2,399.18	88,193	4,027.08	92,358	4,217.26	94,759	4,326.89	96,840	4,421.92

APPENDIX A (continued)



BALTIMORE COUNTY PUBLIC SCHOOLS

Salary Scale for 12-Month Exempt Employees Represented by TABCO, 2016-2017

Effective July 1, 2016

Divide the annual salary by 26.1 to obtain the biweekly salary

STEP	BA		MA		MA30		MA60		DOC	
	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly
01	53,883	2,064.48	55,153	2,113.14	57,760	2,213.03	59,258	2,270.42	60,561	2,320.34
02	54,302	2,080.54	55,980	2,144.83	58,626	2,246.21	60,146	2,304.44	61,469	2,355.13
03	55,117	2,111.76	56,960	2,182.38	59,652	2,285.52	61,199	2,344.79	62,545	2,396.36
04	56,083	2,148.77	57,956	2,220.54	60,696	2,325.52	62,270	2,385.82	63,641	2,438.35
05	57,064	2,186.36	58,972	2,259.46	61,759	2,366.25	63,361	2,427.62	64,754	2,481.00
06	57,920	2,219.16	60,446	2,315.94	63,302	2,425.36	64,944	2,488.28	66,373	2,543.03
07	58,790	2,252.49	62,260	2,385.44	65,202	2,498.16	66,894	2,562.99	68,363	2,619.27
08	59,671	2,286.25	64,375	2,466.48	67,419	2,583.10	69,168	2,650.11	70,689	2,708.39
09	60,567	2,320.57	66,628	2,552.80	69,778	2,673.49	71,590	2,742.91	73,163	2,803.18
10	61,474	2,355.33	68,960	2,642.15	72,220	2,767.05	74,096	2,838.93	75,723	2,901.26
11	61,474	2,355.33	71,373	2,734.60	74,748	2,863.91	76,689	2,938.28	78,373	3,002.80
12	61,474	2,355.33	73,694	2,823.52	77,176	2,956.93	79,183	3,033.83	80,921	3,100.42
13	61,474	2,355.33	76,090	2,915.33	79,684	3,053.03	81,755	3,132.38	83,551	3,201.19
14	61,474	2,355.33	78,562	3,010.04	82,274	3,152.26	84,411	3,234.14	86,267	3,305.25
15	61,474	2,355.33	79,937	3,062.72	83,713	3,207.39	85,889	3,290.77	87,776	3,363.07
16	61,474	2,355.33	81,338	3,116.40	85,178	3,263.52	87,393	3,348.39	89,310	3,421.84
17	61,474	2,355.33	82,760	3,170.88	86,668	3,320.61	88,922	3,406.97	90,874	3,481.76
18	61,474	2,355.33	84,209	3,226.40	88,184	3,378.70	90,478	3,466.59	92,463	3,542.64
19	61,474	2,355.33	85,682	3,282.84	89,728	3,437.85	92,061	3,527.24	94,082	3,604.67
20	61,474	2,355.33	87,182	3,340.31	91,299	3,498.05	93,671	3,588.93	95,729	3,667.78
21	61,474	2,355.33	88,489	3,390.38	92,669	3,550.54	95,076	3,642.76	97,164	3,722.76
22	61,474	2,355.33	89,818	3,441.30	94,058	3,603.75	96,503	3,697.43	98,622	3,778.62
23	61,474	2,355.33	91,165	3,492.91	95,468	3,657.78	97,951	3,752.91	100,101	3,835.29
24	61,474	2,355.33	92,532	3,545.29	96,900	3,712.64	99,419	3,809.16	101,602	3,892.80
25	61,474	2,355.33	93,921	3,598.51	98,355	3,768.39	100,912	3,866.36	103,126	3,951.19
26	61,474	2,355.33	95,329	3,652.45	99,829	3,824.87	102,424	3,924.29	104,674	4,010.50
27	61,474	2,355.33	97,235	3,725.48	101,826	3,901.38	104,474	4,002.84	106,767	4,090.69
28	61,474	2,355.33	99,180	3,800.00	103,862	3,979.39	106,562	4,082.84	108,902	4,172.49
29	61,474	2,355.33	101,164	3,876.02	105,939	4,058.97	108,693	4,164.48	111,080	4,255.94
30	61,474	2,355.33	103,186	3,953.49	108,059	4,140.19	110,868	4,247.82	113,303	4,341.11

Appendix B-1

Medical, Dental, and Vision Deductions for Full-Time Employees

Hired On or Before December 31, 2012

Effective 1/1/2016 – 12/31/2016

	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
MEDICAL INSURANCE **				
CIGNA OAPIN (In Network)				
Individual	\$7,380.24	\$6,347.01	\$1,033.23	\$51.66
Parent/Child	14,622.48	12,575.33	2,047.15	102.36
Two Adults	17,612.04	15,146.35	2,465.69	123.28
Family	19,857.00	17,077.02	2,779.98	139.00
CIGNA OAP (In/Out Network)				
Individual	\$8,331.84	\$6,748.79	\$1,583.05	\$79.15
Parent/Child	16,507.56	13,371.12	3,136.44	156.82
Two Adults	19,882.44	16,104.78	3,777.66	188.88
Family	22,416.72	18,157.54	4,259.18	212.96
Kaiser Permanente HMO				
Individual	\$7,896.00	\$6,790.56	\$1,105.44	\$55.27
Parent/Child(ren)	15,643.68	13,453.56	2,190.12	109.51
Two Adults	18,842.28	16,204.36	2,637.92	131.90
Family	21,244.32	18,270.12	2,974.20	148.71
DENTAL INSURANCE **				
CareFirst Regional Dental PPO				
Individual	\$300.24	\$195.16	\$105.08	\$5.25
Parent/Child or Two Adults	650.52	422.84	227.68	11.38
Family	986.28	641.08	345.20	17.26
CareFirst Regional Dental Traditional				
Individual	\$340.20	\$195.16	\$145.04	\$7.25
Parent/Child or Two Adults	713.40	422.84	290.56	14.53
Family	1,198.32	641.08	557.24	27.86
CIGNA Dental DHMO				
Individual	\$494.04	\$195.16	\$298.88	\$14.94
Parent/Child(ren) or Two Adults	947.04	422.84	524.20	26.21
Family	1,423.68	641.08	782.60	39.13
VISION INSURANCE				
CareFirst Davis Vision				
Individual (Free if FTE is .5 or greater)	\$26.28	\$26.28	\$-	\$-
Family (includes Parent/Child and Two Adults)	101.16	26.28	74.88	3.74

**All employee benefits deductions are based upon 20 pay periods*

***Domestic Partner benefits may be subject to imputed income*

Appendix B-2

Medical, Dental, and Vision Deductions for Full-Time Employees Hired On or After January 1, 2013 Effective 1/1/2016 – 12/31/2016

	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
MEDICAL INSURANCE **				
CIGNA OAPIN (In Network)				
Individual	\$7,380.24	\$6,273.20	\$1,107.04	\$55.35
Parent/Child	14,622.48	12,429.11	2,193.37	109.67
Two Adults	17,612.04	14,970.23	2,641.81	132.09
Family	19,857.00	16,878.45	2,978.55	148.93
CIGNA OAP (In/Out Network)				
Individual	\$8,331.84	\$6,665.47	\$1,666.37	\$83.32
Parent/Child	16,507.56	13,206.05	3,301.51	165.08
Two Adults	19,882.44	15,905.95	3,976.49	198.82
Family	22,416.72	17,933.38	4,483.34	224.17
Kaiser Permanente HMO				
Individual	\$7,896.00	\$6,711.60	\$1,184.40	\$59.22
Parent/Child(ren)	15,643.68	13,297.13	2,346.55	117.33
Two Adults	18,842.28	16,015.94	2,826.34	141.32
Family	21,244.32	18,057.67	3,186.65	159.33
DENTAL INSURANCE **				
CareFirst Regional Dental PPO				
Individual	\$300.24	\$195.16	\$105.08	\$5.25
Parent/Child or Two Adults	650.52	422.84	227.68	11.38
Family	986.28	641.08	345.20	17.26
CareFirst Regional Dental Traditional				
Individual	\$340.20	\$195.16	\$145.04	\$7.25
Parent/Child or Two Adults	713.40	422.84	290.56	14.53
Family	1,198.32	641.08	557.24	27.86
CIGNA Dental DHMO				
Individual	\$494.04	\$195.16	\$298.88	\$14.94
Parent/Child(ren) or Two Adults	947.04	422.84	524.20	26.21
Family	1,423.68	641.08	782.60	39.13
VISION INSURANCE				
CareFirst Davis Vision				
Individual (Free if FTE is .5 or greater)	\$26.28	\$26.28	\$-	\$-
Family (includes Parent/Child and Two Adults)	101.16	26.28	74.88	3.74

*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, 2016

STUDENT ACTIVITIES

\$1003

Art Club
 Black Saga
 Charitable Services Club (e.g. Key Club, Rotoract, Red Cross, Linus, etc.)**
 Chess
 Class Advisor - Freshman
 Class Advisor – Sophomore
 DestiNation ImagiNation**
 Drama – Theater Production-Elementary
 Drama Club
 Foreign Language Club (e.g. Chinese, French, Spanish, Sign Language etc.)
 Future Business Leaders of America (FBLA) – Middle School
 Future Educators’ Association
 Health Occupation Students of America (HOSA)
 Instrumental Music**++
 Its’ Academic
 LGBT Related Groups
 Literary Magazine
 Math Counts
 Math 24 Challenge
 Math, Engineering, and Science Achievement (MESA)
 Mock Trial
 Model United Nations
 National Honor Societies of America - Elementary++
 Quiz Bowl
 Robotics - Elementary
 School Store
 Student Council – Elementary
 Student Service Learning**
 Students Against Destructive Decisions (SADD)

\$2005

Broadcast Production Facilitator**
 Charitable Services Club (e.g. Key Club, Rotoract, Red Cross, Linus, etc.)**
 Class Advisor – Junior
 Dance**
 DestiNation ImagiNation**
 Distributive Education Clubs of America (DECA)
 Drama – Technical Theater
 Drama – Theater Productions - Secondary **
 Forensics**
 Future Business Leaders of America (FBLA) – High School**
 Green School/Environmental Club**
 Instrumental Music**++
 Intramurals
 National Honor Societies of America - Secondary++
 Newspaper**
 Robotics - Secondary**
 School Annual/Yearbook – Elementary
 Skills USA **
 Student Council – Middle School
 Student Service Learning**
 Supervised Occupational Exploration Program (SOEP)
 Vocal Music**

\$3004

Broadcast Production Facilitator**
 Charitable Services Club (e.g. Key Club, Rotoract, Red Cross, Linus, etc.)**
 Class Advisor - Senior
 Dance**
 Drama – Theater Productions – Secondary **
 Forensics**
 Future Business Leaders of America (FBLA) – High School**
 Future Farmers of America (FFA)
 Green School/Environmental Club**
 Instrumental Music**++
 Junior Reserve Officer Training Corps (JROTC)
 Newspaper**
 Robotics - Secondary**
 School Annual/Yearbook – Secondary
 Skills USA**
 Student Council – High School
 Vocal Music**

OTHER ACTIVITIES

\$1003

Art Show Coordinator
Science Fair Coordinator**
Science, Technology,
Engineering, and Math Fair
Coordinator**
Technology Liaison**
Webmaster**

\$2005

Graduation Coordinator –
High School
Green School Coordinator
Magnet Program Site
Coordinator - Elementary
Scholastic Aptitude Test (SAT)
Coordinator
Science Fair Coordinator**
Science, Technology,
Engineering, and Math Fair
Coordinator**
Technology Liaison**
Webmaster**

\$3004

Advanced Placement (AP)
Coordinator
Advancement Via Individual
Determination Coordinator (AVID)
Magnet Program Site Coordinator -
Secondary
School Coordinator for Student
Mentoring
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.

Dependent upon the scope of responsibility and level of student participation in the activity, a school may have, with assistant superintendent approval, up to two (2) sponsors at a single level or combination of levels who are each paid a full stipend.

INTERSCHOLASTICS – Varsity Head Coach*

\$2005

Allied Sports (per season)
Cheerleading (Spring)
Middle School Coaches

\$2432

Badminton
Cheerleading (Fall)
Cross Country
Golf

\$3004

Athletic Directors (per season)
Baseball
Certified Athletic Trainer (per
season)
Cheerleading (Winter)
Field Hockey
Lacrosse
Soccer
Softball
Tennis
Track & Field

\$3481

Volleyball

\$3720

Indoor Track

\$4579

Basketball
Wrestling

\$5152

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	
	<u>Base Allowance per Years of Service</u>	<u>Base Allowance per Years of Service</u>	<u>Base Allowance per Years or Service</u>	<u>Base Allowance per Years or Service</u>
	\$150.00	\$225.00	\$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%
FY 2014 Adjustment (Calendar Year 2012 CPI)	2.05%
FY 2015 Adjustment (Calendar Year 2013 CPI)	1.47%
FY 2016 Adjustment (Calendar Year 2014 CPI)	1.62%
FY 2017 Adjustment (Calendar Year 2015 CPI)	0.12%

APPENDIX G

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 system is a formative process for the purpose of professional growth. A collegial relationship should be established among the appraisal team members and the teacher in order to facilitate the process and ensure teacher participation.

13.1.1 The appraisal team shall be comprised of the principal and assistant principal as qualified observers. Department chairs, Team Leaders and Department of Academics Resource Teachers may provide support as content area specialists.

13.1.2 During school years 2015-2016 & 2016-2017, related service providers, school nurses, school psychologists, school counselors, secondary library media specialists, and social workers will begin the three year cycle of the performance assessment system and will not participate in the Peer Assistance and Review (PAR) Program.

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

Observation Procedures

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

13.3 A teacher may be videoed for professional development purposes as long as:

- (a) the observation to be videoed is scheduled and approved in writing by the teacher in advance;
- (b) the video does not become a part of the teacher's personnel file;
- (c) the use of the video is strictly limited to improving the teacher'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 teacher.

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

13.3.2 No teacher shall receive adverse comments from any observer in the presence of pupils, parents, other non-supervisory employees or at public gatherings.

Observations for Probationary and Ineffective Teachers:

13.4 In addition to the procedures in Sections 13.1 through 13.3.2, the following observation procedures shall apply to probationary teachers and tenured teachers who have received an ineffective rating:

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

13.4.2 Observe by two different qualified observers each semester.

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.

13.4.5 If a teacher 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 principal will grant a teacher's request that the third visit include BCPS personnel with qualifications or experience unique to the instructional or therapeutic situation being observed.

13.4.6 Following all observations a conference will be held within three duty days. The written Observation Report will be given to the teacher within seven (7) duty days of the conference.

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.

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

Evaluations for Probationary and Ineffective Teachers:

13.5 The Superintendent's designees have the responsibility for evaluating the effectiveness of teachers. The following evaluation procedures shall apply to probationary teachers and tenured teachers who have received an ineffective rating.

13.5.1 A formal evaluation, including a conference, shall be made at least once each semester.

13.5.2 The feedback shall be based on the assessments reached by more than one qualified observer.

13.5.3 No teacher 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 Teacher Assistance Plan is implemented, the countywide standardized form shall be used.

13.5.4 If an evaluation shows a teacher 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 Teachers shall be given a copy of the evaluation report and have the opportunity to discuss it with the evaluator. The teacher has three duty days to sign and return the document (employee signature does not indicate agreement with contents). Teachers have the right to make written responses and have them included in personnel files.

13.5.6 Whenever possible, an overall evaluation rating may not be lower than the previous rating unless the teacher 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 Teachers shall be given the name and specific complaint of any person who complains about the teacher, within a reasonable period of time, if the complaint is to be given any consideration in the teacher's evaluation.

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

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

13.5.10 Final evaluations shall be completed and given to the teacher no later than four duty days prior to the last duty day of the year.

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

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

Observations Related To Tenured Teachers – Formative Years:

Effective or Highly Effective Performance – Formative Years

13.6 In addition to the procedures in Sections 13.1 through 13.3.2, the following observation procedures shall apply to tenured teachers who have received at least an effective rating in their summative year and who are now in a formative year:

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.

13.6.5 In formative years one and two, tenured teachers 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 observations a conference will be held within three (3) duty days. The written Observation Report will be given to the teacher within seven (7) duty days of the conference.

Ineffective Performance – Formative Years:

13.6.7 In the event that the performance of a tenured teacher on the components of the qualitative measures is observed to be ineffective during a formative year, a principal may recommend that a teacher's formative year be converted to a summative one by completing the following sequence of steps:

1. The teacher shall have been observed to be ineffective on two reasonably spaced occasions by two different qualified observers;
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 teacher summarizing strengths and needs from the lessons within seven (7) duty days from the post-observation conference;
3. A teacher may request a third observation within three (3) duty days of receiving the written Observation Report. Whenever possible, the principal will grant a teacher's

request and shall include BCPS qualified observer personnel with qualifications or experience unique to the instructional or therapeutic situation being observed;

4. An Individualized Teacher Assistance Plan, mutually developed by the teacher and members of the appraisal team, must be implemented after the preceding steps have been completed;

5. After the teacher 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;

6. If improvement is not demonstrated in areas identified in the individualized assistance plan, the Assistant Superintendent will submit a written request to the PAR Program Managers for a PAR CT Tenured Teacher Review no later than the first duty day of February;

7. During the second semester, the principal shall continue the observation /evaluation process providing written feedback on performance;

8. The CT will complete an announced observation and an unannounced observation no later than the last duty day in April;

9. The principal and CT will submit all relevant documentation to the teacher and PAR Panel;

10. The effected teacher will be given the opportunity to submit written documentation and/or appear before the PAR Panel;

11. If the PAR Panel determines that the teacher's performance has been ineffective, it may recommend the teacher be rated ineffective for the current school year and the subsequent year become a summative year for the teacher.

Evaluation for Tenured Teachers – Formative Years

13.7 Tenured teachers will receive only narrative feedback during the formative years (first and second year of the three year cycle) of the performance assessment system.

13.7.1 During formative years, teachers retain their rating from their last summative year.

Observations Related To Tenured Teachers – Summative Year:

13.8 The following observation procedures shall apply to tenured teachers in their summative year:

13.8.1 A teacher will be observed by two different qualified observers in the summative year, which 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 a teacher's summative year shall be rated highly effective, effective, developing or ineffective.

13.8.6 In the event that an observation has been rated less than effective, the teacher shall have the right to have another observation within a reasonably spaced period of time.

13.8.7 If a teacher 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. Whenever possible, the principal will grant a teacher'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 observations a conference will be held within three (3) duty days. The written Observation Report will be given to the teacher within seven (7) duty days of the conference.

Evaluations Related to Tenured Teachers – Summative Year

13.9 The following evaluation procedures shall apply to tenured teachers in their summative year:

13.9.1 Information, data and artifacts collected by the teacher throughout the three year performance assessment cycle will be utilized in determining the final rating in the summative year.

13.9.2 All evaluations shall be based on the conclusions and assessments reached by two different qualified observers, as integrated and finalized by the principal.

13.9.3 No teacher 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 Teacher Assistance Plan is implemented, the countywide standardized form shall be used.

13.9.3.2 After the teacher has been given a reasonable period of time to implement suggestions, an additional observation must occur.

13.9.3.3 If improvement is not demonstrated in areas identified in the Observation Reports or on the Individualized Teacher Assistance Plan, the Assistant Superintendent will submit a written request no later than the first duty day in February to the PAR Program Managers for a PAR CT Tenured Teacher Review.

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

13.9.3.5 The principal and CT will submit all relevant documentation to the PAR Panel.

13.9.3.6 The effected teacher will be given the opportunity to submit written documentation and/or appear before the PAR Panel.

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

13.9.4 If an evaluation shows a teacher needing improvement (regardless of final evaluation rating), comments relating to the areas needing improvement shall be included on or with the evaluation form.

13.9.5 Teachers shall be given a copy of the evaluation and have the opportunity to discuss it with the evaluator. The teacher has three (3) duty days to sign and return the document (employee signature does not indicate agreement with the contents). Teachers have the right to make written responses and have them included in personnel files.

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

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

13.9.8 No teacher 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.

13.9.9 Evaluations shall be rated highly effective, effective, or ineffective.

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

13.9.10.1 If a teacher is unable to complete the evaluation process in their summative year due to repeated and/or extended absences, the school year in which the teacher returns will become the

teacher's summative year. Observations completed during the teacher's original summative year will be incorporated into the new summative year's evaluative process.

13.9.11 Any adverse evaluation of a teacher's performance may be subject to the grievance procedures, but only on the grounds of arbitrariness, discrimination, or failure to follow procedure.

Observation Alternatives – Summative Year:

13.10 Observation alternatives for effective teachers will be mutually determined by the teacher and the evaluator. The list below includes some of the possible observation alternatives.

- Mentoring of an inexperienced teacher or a colleague in need of assistance
- Peer coaching and collaboration
- Individual or cooperative academic project or research
- Sharing new practices with other teachers
- 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

13.10.1 If an observation alternative is mutually agreed upon, the evaluation shall be based on two observations. One observation shall be of the teacher in their primary assignment with the second being the agreed upon alternative activity. The alternative activity must ensure planned interaction between the teacher 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.

Evaluation for Teachers with Unusual Assignments:

13.11 When teachers are involved in unusual assignments, the following shall apply to specific circumstances as indicated:

13.11.1 In the event a teacher is assigned to more than one school, the home school principal will be responsible for preparing and submitting the evaluation form. All other principals can provide input to the home school principal prior to the completion of the form. The teacher's home school will be the school where the teacher works more than 50% of the time. In the event there is a 50--50 split, the home school principal will be the principal of the payroll school.

13.11.2 When a teacher has a split assignment, either between schools or in two subject areas within a school, the observations should be coordinated by the home school principal so that they are reasonably spaced and not excessive.

13.11.3 For itinerant teachers, the principal may need to contact the supervisor for clarification as to which principal completes the final evaluation.

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

Teachers Files:

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

13.13 At the teacher's request, the teacher will be provided with copies of such contents and records as concern his/her work or himself/herself, except in circumstances beyond the control of the administrator.

13.14 A teacher shall have the right to answer in writing any complaints filed in his/her personnel files, and the answers shall be attached to the complaint and reviewed by the Superintendent or his/her designated representative.

13.15 Material of a negative nature shall not be placed in a teacher's file without his/her knowledge. Except for evaluation forms, material of a negative nature may be removed from the teacher's file after five (5) years upon the teacher's request and subject to the approval of the Assistant Superintendent.

13.16 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 teacher and the appropriate administrator. At the teacher's request, a witness of his/her choice may accompany the teacher in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.