

TENTATIVE, SUBJECT TO CHANGE

MEETING OF THE BOARD OF EDUCATION OF BALTIMORE COUNTY, MARYLAND

OPEN SESSION

Tuesday, September 23, 2003
5:00 P.M.-Closed Session, 7:30 P.M.-Open Session
Educational Support Services Building

- I. PLEDGE OF ALLEGIANCE
- II. SILENT MEDITATION IN REMEMBRANCE
- III. AGENDA
Consideration of the agenda for September 23, 2003
- IV. MINUTES
Consideration of the Board Retreat minutes of the closed session on September 14, 2003 Exhibit A
- V. SUPERINTENDENT'S REPORT
- VI. SPECIAL ORDER OF BUSINESS – Recognition of Donald Arnold, Oxford Round Table Member (Mr. Sasiadek)
- VII. RECOGNITION OF ADMINISTRATIVE APPOINTMENTS AND ADVISORY COUNCIL APPOINTMENTS FROM SEPTEMBER 9, 2003 (Mr. Grimsley)
- VIII. REPORTS
 - A. Waiver Report for Conditionally Certified Teachers (Mr. Randy Grimsley)
Exhibit B
 - B. FY05 Proposed Capital State/County Budget (Ms. Burnopp)
Exhibit C
 - C. Report on Proposed Board Norms (Adhoc Committee)
Exhibit D
 - D. Report on Proposed Policy 5450 – Services to Students-Accident Insurance (First Reading) (Ms. Fromm)
Exhibit E
- IX. NEW BUSINESS
 - A. Consideration of consent to the following personnel matters: (Mr. Grimsley)
 - 1. Retirements Exhibit F
 - 2. Resignations Exhibit G
 - 3. Leaves Exhibit H
 - 4. Deceased Exhibit I
 - 5. Advisory Council Appointments Exhibit J

- B. Consideration of Negotiated Master Agreement(s) with: (Mr. Grimsley)
Exhibit K
1. AFSCME
 2. BACE
 3. CASE
 4. PSNA
 5. TABCO
- C. Consideration of consent to the following contract awards: (Ms. Burnopp)
(Mr. Gay)
Exhibit L
1. Assistive Technology Equipment
 2. Contracted Services for On-Call Inspection and Repair of Physical Education Facilities and Equipment
 3. Contracted Services: Maryland Online Technology Assessment for Teachers
 4. Office Supplies
 5. Telephone Repair and Maintenance
- D. Consideration of consent to the following Building Committee Recommendations: (Building Committee)
1. Fee Acceptance – Design Services for Science Room Renovations at Randallstown High School Exhibit M
 2. Fee Acceptance – Design Services for Window Replacement at Riverview Elementary School Exhibit N
 3. Change Order – Design and Construction Administration Services at Woodholme Elementary School Exhibit O
 4. Increase in Contingency Authorization for Boiler Replacement at Southwest Academy Exhibit P

IX. INFORMATION

- A. Revised Policy 4157 – Vacations (Second Reading) Exhibit Q
- B. Revised Rule 4157 – Vacations Exhibit R

X. ANNOUNCEMENTS

- A. Constituent Groups
- B. General Public Comment

Next Board Meeting October 9, 2003
7:30 PM Greenwood

TENTATIVE MINUTES

BOARD OF EDUCATION OF BALTIMORE COUNTY, MARYLAND

Tuesday, September 14, 2003

The Board of Education of Baltimore County, Maryland, met in open session at Marshy Point Nature Center for a Board retreat. President James R. Sasiadek and the following Board members were present: Mr. Donald L. Arnold, Francesca Cirincione, Ms. Phyllis E. Ettinger, Mr. Thomas G. Grzymiski, Mr. John Hayden, III, Ms. Jean M. H. Jung, Mr. Michael P. Kennedy, Ms. Janese Murray, Ms. Joy Shillman and Mr. James E. Walker.

Following the retreat, at 2:45 p.m., Mr. Kennedy moved the Board go into closed session to discuss the Superintendent's contract, a personnel matter pursuant to the Annotated Code of Maryland, State Government Article, §10-508(a)(1). The motion was seconded by Mr. Hayden and unanimously approved by the Board.

CLOSED SESSION MINUTES

Board members discussed a new contract for the Superintendent.

The Baltimore County Board of Education will not vote on the reappointment of the Superintendent until after February 1, 2004 and before March 1, 2004 in accordance with Section 4-201 of the Education Article of the Annotated Code of Maryland.

At 3:10 p.m., Mr. Kennedy moved that the Board adjourn the closed session. The motion was seconded by Mr. Hayden and unanimously approved by the Board.

Respectfully submitted,

Joe A. Hairston
Secretary-Treasurer

bls

**Local School System Request
Teacher Quality Waiver in Title I Schools – School Year 2003-2004
Section 1119(a)(1) of the Elementary and Secondary Education Act, as amended by the
No Child Left Behind Act (P.L. 107-110)**

**Education Flexibility Partnership Act of 1999 (PL 106-25)
Maryland State Department of Education**

A. Certification

Local School System: Baltimore County Public Schools

Superintendent/Chief Executive Officer: Dr. Joe A. Hairston

I HEREBY CERTIFY that, to the best of my knowledge, the information contained in this waiver request is correct and complete. We have developed this Ed-Flex waiver request in consultation with administrators, teachers, parents, and community members, where applicable. We will monitor the recruitment activities of each Title I school for which a Teacher Quality Waiver is requested to ensure that by the beginning of the 2004-2005 school year all newly hired teachers in each Title I school(s) are highly qualified.

Superintendent's/Chief Executive Officer's Signature

Date Signed

B. Local School System Information

Local School System Contact Person:

Name: Randall D. Grimsley

Title: Executive Director of Human Resources

Address: 6901 N. Charles St.
Towson, MD 21204

Telephone: 410-887-4301

E-Mail: rgrimsley@bcps.org

Fax: 410-769-9297

Public comments regarding the waiver are invited. Please forward all such comments to the fax number or e-mail address above prior to the October 9, 2003 Board of Education meeting.

Baltimore County Public Schools – Title I Waiver Plan

September 15, 2003

Discuss how the school system is monitoring each Title I school to ensure that all “new hires” meet the highly qualified requirements under *No Child Left Behind*?

- a) During the summer the Office of Certification, Department of Human Resources previews the file of each new hire in order to determine each new hire’s status with respect to being “highly qualified”. Any new teacher who is identified as not “highly qualified” is presented with a plan to achieve “highly qualified” status. An informational letter is given to each explaining the requirements that must be met and the time frame for meeting them. During the mandatory New Hire Orientation meetings held during the summer months, new hires have an opportunity to ask questions of clarification regarding the review of their credentials that has been completed. Copies of the informational letters are sent to the new hires’ administrators.
- b) The Office of Certification maintains a spreadsheet that summarizes the needs of each “non-highly qualified” teacher and monitors each teacher’s progress toward completing the requirements.
- c) During the fall months the Office of Certification is in close contact with the new hires who need to take qualifying tests. The office provides assistance with registration and, if appropriate, referral to the Praxis I Preparatory Course that we offer. A record of all teachers who are participating in the prep course offered through a partnership with Towson University is maintained, and teachers who provide qualifying scores by January 31, 2004 will have professional certificates with a January validity date requested.
- d) Throughout the year, the Office of Certification conducts “school visits” in order for teachers to have an individual appointment with the Personnel Officer for Certification to review the plan in place, chart progress, and make any needed adjustments.
- e) The Office of Certification publishes a booklet, *Questions about Certification*, that contains information regarding certification regulations. This booklet is distributed to each new employee at the New Hire Orientation meetings and is distributed to each professional staff member in the school system at their school location.

1. Discuss ways the school system has attempted to meet the highly qualified requirements under *No Child Left Behind*, e.g., redeploying/transferring highly qualified teachers from non-Title I Schools, recruitment fairs, signing bonuses, etc.

- a) All Title I Schools have been identified as high priority schools to which “highly qualified” candidates are to be referred.
- b) All student teachers are invited to a reception at which they are introduced to curriculum and human resources personnel. They are given applications and information about employment in the Baltimore County Public Schools. Almost all are “highly qualified” and as such are encouraged to seek employment in Baltimore County, particularly in our Title I schools.

Baltimore County Public Schools – Title I Waiver Plan

September 15, 2003

- c) The Department of Human Resources coordinates a large Exposition/Job Fair and invites prospective education graduates from twelve states. Staff members and administrators from all schools prepare a display booth from which they greet candidates and discuss the merits and needs of their school. More than one hundred candidates are interviewed that evening. More than a thousand attend the event.
- d) Incentives are offered:
 - The State signing bonus for qualifying candidates.
 - A \$1,000 interest free loan.
 - The credit union partners with us to offer an additional interest free loan.

2. Explain why the school system's efforts to recruit highly qualified teachers in Title I schools have not been sufficient.

- a) Many "out-of-state" candidates are hired because of the limited number of teachers (2,412) produced in Maryland schools. These teachers are excellent candidates who have prepared for their state's requirements. These requirements are often different from Maryland's.
- b) Late vacancies at a time when the applicant pool is limited results in a reduced availability of highly qualified teachers.
- c) The educational job market is extremely competitive; in critical need areas we are often forced to make staffing decisions based upon finding the best candidate who is closest to professional certification for the assignment that is being filled.
- d) The starting salary for teachers in Baltimore County Public Schools ranks fifteenth in comparison to the other 23 local education agencies in the state.
- e) New employees who need tests to be eligible for highly qualified status are disadvantaged because the tests are offered late in the summer and the results are not received until well after the beginning of school.

3. Describe the steps the school system will take to ensure that student achievement will not be negatively impacted in the Title I schools for which this waiver is requested.

- a) Mentors will be assigned to schools by the Office of Professional Development based upon the number of new teachers in each Title I school.
- b) Most of the current non-highly qualified teachers in the Title I schools are outstanding candidates awaiting the results of tests, an out-of-state teaching certificate, or the completion of limited coursework. They are selected based upon a credential review, confidential references, a screening interview, and an on-site interview with the principal of the school. Our expectations for their positive impact on student achievement are very high.
- c) The Office of Professional Development will be offering supportive coursework for new teachers.
- d) We will assign resource teachers to the Title I schools. One of the primary responsibilities of the resource teachers is to provide support for new teachers.

Baltimore County Public Schools – Title I Waiver Plan

September 15, 2003

- e) There are appraisal teams within the schools; the teams' responsibilities are to help the new teachers acquire and refine their teaching skills to promote a high level of student achievement.
- 4. Discuss steps the school system will take during the 2003-2004 school year to ensure that by the beginning of the 2004-2005 school year *all newly hired teachers in all Title I schools are highly qualified.***
- a) We believe that the employment of a Recruitment Specialist will allow us to develop a program of teacher recruitment that will build a candidate pool from which we will draw to fill our vacancies in our Title I schools.
 - b) The Recruitment Specialist will study recruitment data to develop data-driven decisions regarding the focus of our recruitment resources.
 - c) During the recruitment season for the 2004-2005 school year, we will take Title I principals on recruiting trips. This will provide the principals with an opportunity to meet highly qualified candidates and recruit them for their schools.
 - d) We will request additional resources from April, 2004 through August, 2004 in an attempt to get early certification estimates and improve employment decisions in Title I and all other schools.
 - e) We will support initiatives to improve teacher salaries and close the salary gap between our school system and our competitive neighbors.

Title I School Information
2002-03

School Name	School-Wide or Targeted Assistance	FARM Percentage	Total Teachers in School 2003-2004	Total Current Vacancies in School
BATTLE GROVE ELEM	(SW)	49.5	34	0
BATTLE MONUMENT SCH	(SW)	51.3	22	0
DEEP CREEK ELEM	(SW)	77.3	39	0
DEEP CREEK MIDDLE	(SW)	61.4	71	0
DOGWOOD ELEMENTARY	(SW)	50.8	42	0
DUNDALK MIDDLE	(SW)	59.2	49	0
EDMONDSON HGHTS ELEM	(SW)	59.0	53	0
FEATHERBED LN EL	(SW)	56.4	50	1
JOHNNYCAKE ELEM	(SW)	57.6	49	0
LANSDOWNE MIDDLE	(SW)	64.7	62	0
MILBROOK ELEMENTARY	(SW)	51.7	27	0
SANDALWOOD ELEMENTARY	(SW)	75.3	28	0
SANDY PLAINS ELEMENTARY	(SW)	62.0	43	0
SCOTTS BRANCH ELEM	(SW)	61.1	39	0
SHADY SPRING ELEMENTARY	(SW)	57.2	40	0
WOODMOOR ELEMENTARY	(SW)	60.9	36	0

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 23, 2003

TO: BOARD OF EDUCATION

FROM: Dr. Joe A. Hairston, Superintendent

SUBJECT: FY 2005 State Capital Budget Recommendation

ORIGINATOR: J. Robert Haines, Deputy Superintendent, Business Services

**RESOURCE
PERSON(S):** Barbara Burnopp, Executive Director, Fiscal Services
Mike Goodhues, Director, Budget and Reporting

INFORMATION

That the Board of Education review the Superintendent's FY 2005 Preliminary State capital budget recommendations in preparation for the work session on September 25, 2003, and for Board Action on October 9, 2003.

**FY 2005 State Capital Budget
 Superintendent's Recommendation
 September 23, 2003**

Attachment I

Miscellaneous Projects	Original Con. Date	Priority Order	FY 05 State Request	FY 04 County Adopted	FY 05 County Adjustment	Revised County Request	Total Project Cost
Woodholme ES - Construction		1	\$4,812,000	\$7,448,000	N/A	\$7,448,000	\$12,260,000
Windsor Mill MS - Construction		2	6,700,000	13,900,000	N/A	13,900,000	20,600,000
Sudbrook Magnet MS - Systemic Renovation	1956	3	5,063,000	5,681,000	(618,000)	5,063,000	10,126,000
Arbutus MS - Systemic Renovation	1958	4	4,070,000	4,155,000	(85,000)	4,070,000	8,140,000
Ridgely MS - Systemic Renovation	1960	5	5,847,000	6,400,000	(553,000)	5,847,000	11,694,000
Southwest Academy MS - Systemic Renovation	1960	6	3,508,000	3,659,000	(151,000)	3,508,000	7,016,000
Major Maintenance			-	9,123,000	1,407,000	10,530,000	10,530,000
Total			\$30,000,000	\$50,366,000	\$-	\$50,366,000	\$80,366,000

Notes:

1. Windsor Mill MS had \$750,000 allocated in FY 02 which is included in the County funding total.
2. Systemic renovations include an additional \$1.5 M per school for program renovations.
3. Only County projects impacted by program renovations are included.

PROPOSED NORMS
FOR THE BCPS
BOARD OF EDUCATION

OUR FOCUS: MEETING THE NEEDS OF ALL OF OUR CHILDREN IN ALL OF OUR SCHOOLS

- We will treat each other with respect by:
 - Listening attentively,
 - Coming prepared to participate, and
 - Considering all points of view.

- We will interact respectfully with:
 - Members of the community,
 - Public officials,
 - The Superintendent and school system staff, and
 - Each Other

- We will communicate openly and honestly.

- We will adhere to standards of ethical conduct.

- We will recognize and support our collective decision-making responsibility.

- We will continually strive to expand our knowledge of public education and skills in governance through:
 - Conferences
 - Workshops
 - Seminars
 - Retreats
 - Books and publications

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 23, 2003
TO: BOARD OF EDUCATION
FROM: Dr. Joe A. Hairston, Superintendent
SUBJECT: Board of Education Policy 5450 - STUDENTS: Services to Students – Accident Insurance

ORIGINATOR: J. Robert Haines, Deputy Superintendent, Business Services

RESOURCE

PERSON(S): Rita Fromm, Executive Director, Planning and Support Operations

RECOMMENDATION

That the Board of Education approve the revisions to Board of Education Policy 5450 - STUDENTS: Services to Students.

Background Information: Policy 5450 was originally adopted in 1968 and has not been revised since that time. The proposed policy revision would bring the language and current practice into alignment. In addition, the proposed revisions include for the first time, language similar to the Superintendent’s Rule on field trips regarding participation by economically disadvantaged students.

Estimated Operating Funds Fiscal Impact: \$ N/A for FY _____

Possible Funding Source: _____

JRH/dd

STUDENTS: Services to Students

Accident Insurance

A VOLUNTARY student accident insurance program shall be [approved by the Board of Education and] made available to parents/GUARDIANS of students enrolled in BALTIMORE COUNTY PUBLIC SCHOOLS [public schools]. The parent shall pay the premium DIRECTLY TO THE COMPANY [through the school, although] AND the contract [is] SHALL BE between the parent and the insurance company. EACH STUDENT PARTICIPATING IN INTERSCHOLASTIC SPORTS MUST HAVE INSURANCE COVERAGE, EITHER THROUGH A PARENTS'/GUARDIANS' POLICY OR THROUGH THE PURCHASE OF THE AVAILABLE STUDENT ACCIDENT INSURANCE.

VOLUNTARY accident insurance for football players [shall be paid by the Board of Education] WILL BE MADE AVAILABLE TO ALL PARENTS/GUARDIANS OF STUDENTS PARTICIPATING IN INTERSCHOLASTIC FOOTBALL. EACH STUDENT PARTICIPATING IN INTERSCHOLASTIC FOOTBALL MUST HAVE INSURANCE COVERAGE, EITHER THROUGH A PARENTS'/GUARDIANS' POLICY OR THROUGH THE PURCHASE OF THE AVAILABLE STUDENT ACCIDENT INSURANCE, FOOTBALL COVERAGE OPTION.

STUDENTS SHALL NOT BE DENIED AN OPPORTUNITY TO TRY OUT FOR AN INTERSCHOLASTIC ATHLETIC TEAM BECAUSE OF ECONOMIC STATUS. EFFORTS SHALL BE MADE TO FIND WAYS TO MAXIMIZE PARTICIPATION BY INTERESTED AND QUALIFIED STUDENTS IN INTERSCHOLASTIC ATHLETIC ACTIVITIES.

All STUDENT accidents must be reported on the APPROPRIATE form PROVIDED BY THE INSURANCE COMPANY for this purpose. ACCIDENTS MUST ALSO BE REPORTED ON THE BALTIMORE COUNTY PUBLIC SCHOOLS STANDARD STUDENT ACCIDENT REPORT FORM (BEBCO 49-615-98) Accidents requiring the use of an ambulance shall be reported immediately by telephone TO THE APPROPRIATE OFFICE CONSISTENT WITH PROCEDURES OUTLINED IN RULE 2352.

Also see policy and rule, "Accidents," Series 2000, Administration.

Policy adopted: 11/21/68
Revised:

Board of Education
of Baltimore County

Exhibit F**BALTIMORE COUNTY PUBLIC SCHOOLS
TOWSON, MARYLAND 21204****September 23, 2003****RETIREMENTS**

<u>NAME</u>	<u>POSITION</u>	<u>SCHOOL/OFFICE</u>	<u>YRS. OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Sara Conklin	Teacher	Pine Grove Middle	25.0	7-01-03
Thomas Conroy	Teacher	Hereford Middle	33.0	7-01-03
Kathleen Nottingham	Secretary I	Gen. John Stricker Middle	23.0	7-01-03
Carolyn Peterson	Teacher	Featherbed Lane Elem.	30.0	7-01-03
Rosemary C. Rappa	Supervisor	ESS-Fed & State Program	24.0	10-01-03

As of 9/04/03

**BALTIMORE COUNTY PUBLIC SCHOOLS
TOWSON, MARYLAND 21204**

September 23, 2003

RESIGNATIONS

ELEMENTARY – 1

Carney Elementary School

Deborah A. Silvey, 09/05/03, 9.0 yrs. (Nurse)

SECONDARY - 5

Cockeysville Middle School

Mary T. Scharper, 08/20/03, 10.0 yrs.

Deep Creek Middle School

David A. Garman, 08/29/03, 10 days

Randallstown High School

David Walker, 09/12/03, 2.0 yrs. (Guidance)

Southwest Academy

Teron M. Matthews, 06/30/03, 1.0 yr.

Woodlawn Middle School

Daniel R. Arlotti, 09/05/03, 2.0 yrs.

SEPARATIONS FROM LEAVE – 3

Barbara Loughlin, granted Personal Leave, 07/01/02-06/30/03, resigning 06/30/03, 14.0 yrs.

Michelle Sapp, granted Child Rearing Leave, 09/08/01-06/30/03, resigning 06/30/03, 12.5 yrs.

Janice Yanero, granted Personal Leave, 07/01/02-06/30/03, resigning 06/30/03, 11.0 yrs.

**BALTIMORE COUNTY PUBLIC SCHOOLS
TOWSON, MARYLAND 21204**

September 23, 2003

LEAVES

CHILD REARING LEAVES

SARAH E. MILLER – Towson High School
Effective October 10, 2003 through June 30, 2004

EXTENDED MEDICAL LEAVE

MARY HUGHES – Middlesex Elementary School (Person-in-Charge, Cafeteria)*
Effective August 25, 2003 through December 31, 2003

ARDELL H. MCCARRA – Office of Food and Nutrition (Data Clerk II)
Effective August 1, 2003 through February 1, 2004

CAROL T. SHEK – Jacksonville Elementary School
Effective July 1, 2003 through June 30, 2004

MEDICAL LEAVE

ELLEN BELL – Franklin Middle School (Instructional Assistant)
Effective August 25, 2003 through August 25, 2004

UNUSUAL OR IMPERATIVE LEAVE

SANDRA EAKIN – Ridge Ruxton School (Instructional Assistant)
Effective August 18, 2003 through August 18, 2004

*Non-member Maryland State Retirement System & Pension System

Exhibit I

**BALTIMORE COUNTY PUBLIC SCHOOLS
TOWSON, MARYLAND 21204**

September 23, 2003

DECEASED

The Board gratefully acknowledges the service of the employee listed below:

JOHN A. GRIFFIN
Building Service Worker
Parkville High School
August 10, 2003

BALTIMORE COUNTY PUBLIC SCHOOLS

Date: September 10, 2003
TO: BOARD OF EDUCATION
FROM: Dr. J. Hairston, Superintendent
SUBJECT: New Educational Advisory Council Member – Central Area
ORIGINATOR: Dr. Kim Whitehead
**RESOURCE
PERSON (S):** Dr. Kim Whitehead

Recommendation

That Ms. Peggy Anderson be appointed as a member to the Central Area Educational Advisory Council.

**BALTIMORE COUNTY PUBLIC SCHOOLS
TOWSON, MARYLAND 21204**

SEPTEMBER 23, 2003

RECOMMENDED APPOINTMENTS

NAME

FROM

TO

CHARLES D. HARDING, JR.
(Effective September 23, 2003)

Principal and Dean
McClellan School
The Board of Child Care

Assistant Principal
Woodlawn High School

(Replacing Restia Whitaker, resigned)

EXHIBIT K-1 AFSCME

MASTER AGREEMENT

between

COUNCIL 67/LOCAL 434

of the

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO

and the

BOARD OF EDUCATION

OF BALTIMORE COUNTY

July 1, 2003 – June 30, 2007

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B	Flexi Benefits Plan Credits and Costs
C	Grievance Form
D	Transfer Request

DEFINITIONS

The following terms used in the Agreement refer to the definitions as listed below unless otherwise stipulated:

1. Board – The Board of Education of Baltimore County.
2. Representative Union – Maryland Public Employees, Council 67/Local 434 of the American Federation of State, County and Municipal Employees AFL-CIO.
3. Unit Member – any employee of the Board who is a member of the bargaining unit as defined by the Negotiations Law.
4. Negotiations Law – Title 6, Subtitle 5 of the Annotated Code of Maryland.
5. The male or female gender shall be read to include the other.

PREAMBLE

This agreement is made and entered into by and between the Board of Education of Baltimore County and Maryland Public Employees Council 67/Local 434 of the American Federation of State, County and Municipal Employees, AFL-CIO. It has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The Board and the Union mutually recognize that the laws of the State of Maryland and the bylaws of the State Board of Education authorize agreements arrived at through the process of negotiation.

ARTICLE I
Recognition

The Board of Education of Baltimore County recognizes Council 67/Local 434 of the American Federation of State, County and Municipal Employees, AFL-CIO as the exclusive bargaining representative for all employees in the bargaining unit on all matters related to wages, hours and other working conditions. This recognition is granted in accordance with the provisions of Title 6, Subtitle 5 of the Annotated Code of Maryland

The Union agrees to represent fully, without discrimination, all employees in the bargaining unit.

ARTICLE II
Board's Rights

1. Legal Authority

The Board on its own behalf, and on behalf of the citizens of Baltimore County, retains and reserves unto itself, without limitations, all powers conferred upon and vested in it by the laws and Constitution of the State of Maryland and/or the United States.

2. Managerial Rights

Subject to the provisions of this Agreement, the Board, through its administrative staff, shall be free to exercise all of its managerial rights and authority to the extent permitted by law.

ARTICLE III
Union's Rights, Privileges, and Responsibilities

1. Member's Protection

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Board the responsibility for applying this provision of the Agreement.

The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board of any Board representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf

of the Union, or because of participation in the grievance procedure provided in this Agreement.

2. Union Representative Visits

Duly authorized representatives of the Union shall be permitted to meet with employees and transact Union business on school property. Prior notice of the requested visit is required with the principal or appropriate administrator. Upon the representative's arrival at any school, he must request authorization from the appropriate administrator or his designee, in order to facilitate the visit. The representative will be required to sign in and sign out at the school office.

3. Use of Facilities

The Union shall have the right to use school buildings for any lawful, non-commercial purpose without cost except for necessary custodial fees. Such use shall be by prior arrangement and with no interference to normal school operation.

The Union shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use and provided the user is qualified to operate the equipment and has obtained the approval of the principal or his/her designee. The Union shall pay for the costs of all materials and supplies incident to such use and shall be liable for any damage resulting from such use.

4. Bulletin Boards

Space on a bulletin board shall be provided by the Board for the use of the Union. The location of the bulletin board space shall be determined by the appropriate supervisor, in consultation with the Union.

5. Interschool Mail

The Union may use the interschool mail delivery service to distribute official Union material. The Board reserves the right to refuse to deliver any materials or communications which it deems to be illegal, libelous, or of a partisan, political nature.

6. Payroll Deduction, Dues

The Board agrees to deduct the Union membership initiation fee and dues from each regular pay of those employees who individually request in writing that such deductions be made. Such requests will remain in effect for subsequent years unless

written termination is sent to the Union by the employee by way of certified mail during the period from September 1 through September 10. The amounts to be deducted shall be certified to the Board by the Union. The aggregate deductions, together with an itemized statement, shall be remitted monthly to the Union. This authorization shall remain in effect during the term of this Agreement.

7. Payroll Deduction, Other

The Board shall provide for payroll deduction of the following:

a. The Board shall provide employees with a list of approved tax sheltered annuities and custodial companies. The selection of annuity and custodial account companies shall be made in consultation with representatives of the Board's bargaining units.

b. The Board shall provide for direct deposit through the Automated Clearing House.

c. First Financial Credit Union

d. Payroll Savings Bond Plan

e. Union endorsed/approved programs

Any alteration of the payroll deduction procedures for the above carriers shall be by mutual agreement of the Union and the Board.

8. New Employees and Employee Roster

The Board will provide to the Union a bi-weekly computer printout of the names, addresses, job locations, and job titles of the employees.

The Board will provide the Union a quarterly computer printout of all employees covered by this Agreement which shall include such data as determined by mutual agreement.

9. Board Meetings

The Union will be mailed a copy of Board Meeting agenda prior to meetings. A copy of Board minutes will be mailed to the Union promptly following such meetings. In order to present a proposal to the Board, the Union shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official

representative of the Union may be recognized during Board meetings to offer comments germane to matters under consideration which would affect employees.

A copy of the Board agenda and exhibits (except those which cannot be released pending Board action, e.g., appointment of personnel) shall be sent to the Union prior to each regular meeting of the Board; a copy of the approved minutes of each meeting of the Board shall be sent to the Union.

10. Save Harmless

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits and other liabilities arising from acts of commission or omission by the Union or its agents in respect to the provisions of items 6 and 7 of this article.

11. Property Loss

The Board shall assume liability for the value of personal property destroyed, lost, or damaged on their property as a result of an accident, vandalism, or theft under the following circumstances:

- a. The property was brought to work to be used as an adjunct to employment activities.
- b. Advanced permission to bring the equipment to work must be obtained in writing from the appropriate administrator.
- c. A recent appraisal indicating the value of the item along with accurate serial numbers and description must be filed with the administrator in advance.
- d. No coverage shall exceed one thousand dollar (\$1,000).
- e. Such coverage shall not apply if the negligence of the employee contributed to the loss.

12. Membership Materials

Union representatives may distribute Union membership materials at new employee orientation meetings conducted by the Board.

13. Agency Fee

An agency fee will be implemented when the Union attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the

event that membership falls below 75%, representatives of the Board and the Union 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. When 80% membership is achieved, all employees hired on or after July 1, 1996 will be effected.

14. Telephones

Officers of the Executive Board of AFSCME Local 434 and recognized shop stewards will be permitted to use office telephones, personal cell phones, and personal pagers for official union business during their duty free lunch period and at times authorized by their supervisors. No toll calls are permitted on BCPS phones.

ARTICLE IV Negotiation Procedures

1. Designation of Negotiators

Prior to September 1 of each year, the Board and the Union shall each designate in writing, to the other, the name of the chairman of its negotiating team.

Prior to November 1 of each year, the Board and the Union shall each designate in writing, to the other, not more than five (5) other official representatives to serve on its negotiating team. The negotiating teams of the Board and the Union may have four consultants in attendance at any time during the negotiating sessions. By mutual consent, the number of consultants on any given subject may be expanded. Notwithstanding the above requirement, the Board and the Union shall retain the right to replace the chairman or members of their teams at their individual discretion.

2. Proposals

a. Requests by the Union to amend the existing Agreement must be submitted in writing no later than November 15 of each school year in which the contract expires. The representatives of the Board shall submit a counter-proposal in writing to the Union no later than the second meeting following the November 15 deadline.

b. Any proposed changes in an existing Agreement between the Board and the Union shall be made as follows: Material to be deleted shall be placed in brackets; material to be added shall be underlined.

3. Time Limit - Impasse

Negotiations on all items submitted must be completed by January 15 unless the impasse procedure provided in Title 6, Subtitle 5 of the Annotated Code of Maryland is used.

Should either party suggest an impasse, the procedures as provided in Title 6, Subtitle 5 of the Annotated Code of Maryland, relating to impasse shall be followed.

If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of qualified Panel members shall be made to the American Arbitration Association. All costs involving the neutral party shall be shared by the Board and the Union.

If the panel is activated, said panel shall within thirty (30) calendar days render a report setting forth its recommendations for the resolution of the impasse. The parties agree to cooperate with the panel and provide such information and assistance as it may request.

4. Ratification

Following the completion of the regular negotiation 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 January 15 (or the report of an impasse panel), the parties shall notify each other of the results of the voting.

If the Agreement is not ratified by the respective bodies, either party may make recommendations for renegotiation. Either party may initiate a meeting for this purpose upon seven (7) calendar days' notice. This time may be reduced by mutual consent.

5. Meetings

Meetings during the regular negotiating period shall be scheduled by mutual consent. Either negotiating team may initiate such a meeting within five (5) calendar days' notice, in the absence of mutual consent. This provision shall prevail during a period of impasse as defined in Title 6, Subtitle 5.

6. Emergency Items

Emergency items may be negotiated other than during the regular negotiating period, upon the mutual consent of both the Union and the Board.

7. Meeting Places

Meeting places for negotiating shall be selected by members of the respective negotiating teams without restriction, except that reasonable steps shall be taken to assure privacy of discussion.

8. Renegotiation

If the Baltimore County Fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In the event that such negotiations are mandated, the parties agree to meet as soon as possible after the action of the fiscal authorities, but no later than June 2, and they agree to complete such renegotiation within five (5) calendar days.

If the parties are unable to reach agreement within five (5) calendar days, the impasse procedure provided by law shall be employed with the mutually agreed upon restriction that this impasse procedure shall not exceed ten (10) calendar days. This subsequent Agreement, including items agreed upon in the period of renegotiation, shall be direct and binding on all matters stated and referred to herein.

9. Printing and Distribution of Agreement

Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all unit members by September 15. The parties shall prepare the final text of the ratified Agreement for printing and shall mutually share in the cost for printing. Distribution will be made by the Union using interoffice mail with labels, and interoffice envelopes provided by the Board, for each employee covered by this Agreement.

10. Non-arbitral

A dispute related to this article is not subject to arbitration.

ARTICLE V

Grievance Procedure

1. Definitions

a. Grievance: A complaint by an employee, or, in the event of an action affecting Union rights, the Union concerning the interpretation, application, or alleged violation of an expressed provision of this agreement.

b. Grievant: A unit member making the claim.

c. Days: Refers to duty days unless otherwise specified.

d. Time limits: If the Board fails to answer within the time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

e. Immediate Superior: The individual to whom the employee reports, either classified or professional.

f. Appropriate Administrator: The professional employee within the grievant's division to whom the individual is responsible.

g. Consolidated Grievance: A grievance may be consolidated when two or more bargaining unit members are grieving the same contractual language. This is not to be construed as a class action grievance.

2. Purpose

It is the intent of the grievance procedure to find equitable solutions to complaints or problems at the lowest possible administrative level. At any step of the grievance procedure, the employee has the prerogative to request the presence and service of Union representation. Union representation is defined as Council or International Union Representative and/or appropriate shop steward and/or local Union officer. The primary spokesperson will be identified at the beginning of the meeting. Meetings will be arranged at a mutually agreeable time. One Union official representing the grievant may be on the clock if the hearing is scheduled during the official's normal duty hours. This official shall be the chief steward or, if not available, an individual designated by the president of Local 434. The Union shall furnish to the Board a written list of the names of the chief steward and all other shop stewards and alternate stewards as they are designated. The Union shall notify the Board promptly

of any changes of such stewards. Should any question be raised regarding the stewardship of an area, the Board shall contact the chief shop steward.

3. Procedure

Step 1--The grievant with the Union representative shall discuss the grievance or dispute with his immediate superior within ten (10) working days from the date of the grievance or within ten (10) working days from the date that the employee could reasonably be expected to have knowledge of the grievance. The school or work location administrator is available to assist in the resolution of the grievance at this step.

Step 2--If a satisfactory settlement is not obtained, the grievant and his representative must submit the grievance in writing to the appropriate administrator within fifteen (15) working days of the supervisor's oral reply. The appropriate administrator will reply in writing within fifteen (15) working days after receipt of grievance.

Step 3--If the grievance has not been satisfactorily resolved at Step 2, the grievant may request in writing a discussion of the grievance with the appropriate Superintendent's Designee. Such request must be made within ten (10) working days after the appropriate administrator has responded in Step 2. Following discussions and investigations, the appropriate administrator shall respond, in writing, within ten (10) working days after the date of discussion. However, by mutual agreement, a later date may be established for the response of the appropriate administrator.

Step 4--If the grievant is not satisfied with the reply of the appropriate Superintendent's Designee, he may within ten (10) working days request, in writing, a hearing by the Superintendent or his representative. Following discussion and investigation, the Superintendent or his representative shall reply, in writing, within fifteen (15) working days after the date of discussion.

Step 5--*If the grievance is not settled on Step 4, the grievant and the Union may move the matter to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association. If such action is determined, the Union must notify the Superintendent of its intent to appeal to arbitration with ten (10) days of receipt of the Superintendent's disposition of the claim.

* As a result of the decision by the Maryland State Board of Education (*Livers v. Board of Education of Charles County*), cases pertaining to discipline and discharge shall no longer be subject to arbitration. Administrative review pursuant to Section 4-205(c)(4) of the Education Article will govern appeals.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the expressed provision or provisions of this Agreement at issue between the Union and the Board. He shall have no authority to add to, alter, detract from, amend or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The parties further agree to accept the arbitrator's award as final and binding upon them.

The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

ARTICLE VI

Working Hours and Shift Differential

1. **Definitions:** Terms used in this section are to be defined as follows:

Calendar Day Worked: The day on which the shift begins.

Duty Days: The days an employee is scheduled to work.

Non-Duty Days: The days an employee is not scheduled to work; normally, weekends, holidays, etc.

Normal Workday: Eight (8) consecutive hours interrupted by a lunch period of one-half hour.

Normal Workweek: Five (5) normal workdays within a calendar week.

Workday: A 24 hour period beginning with the start of the employee's shift.

Workweek: Seven (7) consecutive days beginning with the start of the employee's first shift in the calendar week.

2. **Overtime**

An employee who is required to work in excess of his normal schedule shall be compensated for such additional hours by cash payment as follows:

- a. Up to forty (40) hours per workweek--employee's hourly rate.
- b. Hours in excess of forty (40) hours per workweek, shall be compensated at not less than time and one-half employee's hourly rate.

Vacation, paid leave and holidays listed in Article XI, if paid for, shall be treated as hours worked and shall be counted toward the forty (40) hour limit which must be exceeded before time and one/half provision takes effect. Workers' Compensation time excluded.

The normally assigned work hours of an employee will not be altered when an occasional or emergency situation arises, causing the normal work schedule to exceed forty (40) hours.

3. Shift Differential

See Appendix A.

Where the majority of an employee's normal hours fall between the hours of 7 a.m. to 3 p.m., a shift differential is not applicable. Should the majority of the employee's normal hours fall between the hours of 3 p.m. and 11 p.m., the second (2nd) shift differential shall apply. Should the majority of the employee's normal hours fall between the hours of 11 p.m. and 7 a.m., the third (3rd) shift differential shall apply.

An employee, whose regularly scheduled shift is five (5) consecutive workdays and always includes Saturday and Sunday, shall be paid the interrupted schedule shift differential.

An employee may be temporarily transferred between shifts without changing status with respect to shift differential. Such temporary shift shall not exceed three consecutive workweeks without adjustment to shift differential.

Whenever possible, there shall be no permanent change of any employee's shift without at least five (5) full working days prior knowledge.

4. Acting Positions

In the event that it becomes necessary to assign duties of a higher skill or responsibility level to an employee than in his normal classification, such an assignment must exceed one workweek in order to have an adjustment in the rate of pay. The employee's records shall reflect placement in the higher classification in an "acting" capacity. Such an assignment must be made in writing by an appropriate administrator authorized to make a salary change. Such an adjustment must be retroactive to the date of assignment.

5. **Seventh Consecutive Workday**

If it becomes necessary for an employee to work seven (7) consecutive days in one pay period, the employee will be paid double time for the seventh day worked.

6. **Emergency Call-in**

When an employee is called in to perform unanticipated extra work, and the work is not an extension of his normal workday, he shall be compensated for the hours worked. Such compensation shall be for a minimum of four (4) hours in the event the employee works less than this amount of time. However, actual time worked will be considered for the computation of overtime.

7. **Lunch Schedule**

The employee has the prerogative to leave the work location during his unpaid lunch period. In facilities where there are more than one (1) employee, the lunch schedule must be approved by the immediate supervisor or appropriate administrator. The time cards must be punched out and in.

ARTICLE VII--Absences & Leaves

The following leave regulations apply to all unit members. Terms used in this section are to be defined as follows:

Appropriate Administrator: The professional employee to whom the individual reports.

Calendar Days: All of the days of the year.

Duty Days: The days an employee is scheduled to work.

Calendar Day Worked: The day on which the shift begins.

Close Relative: Grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, uncle by blood or marriage, aunt by blood or marriage, niece by blood or marriage, nephew by blood or marriage, or first cousin.

Immediate Family: Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, equivalent step-family members, legal dependent, a person residing as a member of the household where the

employee is making his home, or any other person so interpreted by the Board of Education. Brother-in-law and sister-in-law are classified as immediate family for purposes of bereavement leave.

Non-duty Days: The days an employee is not scheduled to work.

1. Academic Activities

One (1) day shall be allowed for an employee to attend his own college commencement. The absence will be charged to urgent personal business leave.

One (1) day shall be allowed for an employee to appear for examinations for advanced degrees or professional licenses. The absence will be charged to urgent personal business leave.

Utilization of this type leave requires a one-week prior notification to the appropriate administrator in writing.

2. Adoption Leave

A full-time employee shall have six (6) weeks for adoption beginning the day the child is received. The absence shall be charged to sick leave. If both parents are employed by the school system, they may divide the use of the paid adoption leave between themselves or either one may use the full six (6) weeks.

3. Bereavement Leave

Four (4) consecutive calendar days, 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 shall be given in those instances of delay of funeral or of the need to travel excessive distances. If further days are needed, those days will be charged to urgent personal business. In unusual circumstances there may be flexibility in the use of these days by mutual agreement between the employee and the Office of Staff Relations.

One (1) workday shall be allowed to attend a funeral of a close relative. One (1) additional day 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.

The employee is required to submit to the appropriate administrator a letter stating the relationship, the date of death, the date of the funeral and the dates of absence. This explanation will be forwarded with the payroll report.

4. Conference leave

Six (6) employees will be granted Administrative Leave when requested by the Council 67 Representative, the president or his/her designee, with pay to attend Union Leadership Conferences and Union Conventions provided that the leave shall not exceed six (6) days per year for each employee. Unused Administrative Leave, up to a maximum of 10 days, shall be carried over from year to year. The total Administrative Leave days that are used shall be calculated on June 30 and reported to the Union secretary by July 15.

The president of the Union shall at the request of the Union be granted a leave of absence without pay during his/her term of office. During the president's term of office, his/her place on the salary scale will advance at the rate of an employee on active status.

5. Workers' Compensation Leave

Whenever an employee is absent from work as a result of personal injury resulting from an accident or an assault occurring in the course of his/her employment, as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board Physician, the employee will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve months. No part of such absence will be charged to his/her annual or accumulated sick leave. If disability persists after the twelve (12) month period, employee shall be placed on Leave of Absence and disability-payments will commence consistent with amount covered by Workers' compensation Law. The employee, on termination of service with the Board of Education, who is indebted for advanced personal injury leave pay, must reimburse the Board for the amount of indebtedness. The Board will continue to pay its share of the cost of health insurance for an employee receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury leave.

An employee on Workers' Compensation may accrue up to one year of service credit in determining his/her salary including longevity or vacation eligibility. These advance credits will become effective upon employee's return to work. Vacation time will be accrued at the normal rate for one year during disability leave. If such disability leave extends beyond one year, vacation time will not be accrued during the extended time.

In the event an employee is declared to have a permanent total disability verified by the Board's physician, he/she shall receive a contribution toward the premium for

health insurance and life insurance, commensurate to an employee retiring with 30 years' service.

6. Legal Commitments and Transactions

An employee may be absent without loss of pay to serve on a jury. In the event that compensation beyond expenses is received for this duty, the employee will receive his regular salary less said compensation.

An employee who is issued a summons for a legally established court may be absent without loss of pay unless he is a defendant in court proceedings. If such employee defendant is deemed to be not guilty by the court, he shall be paid retroactively for time lost because of summons provided verification of the verdict is provided within thirty (30) days of the absence. An employee pleading nolo contendere shall not be paid.

7. Maternity Leave

a. Absence for Maternity

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

An employee who selects this option and whose earned sick leave expires prior to the birth of the child or the time she is able to return to work may request an unpaid leave of absence for a period not to exceed six (6) months from the effective date of leave (last duty day worked). Should it become necessary to extend the leave beyond six (6) months, the employee's position will no longer be held and reinstatement in an appropriate position will be made as soon as a vacancy occurs.

b. Child Rearing Leave

If an employee does not desire to return to her position as soon as she is physically able to do so, following the birth of a child, or a father wishes to remain home to rear a newborn child, he/she may apply for a child rearing leave under the following conditions:

1. Request for child rearing leave of absence shall be 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.

2. A child rearing leave of absence may be granted for a period of up to twenty-four (24) months following the birth of a child. Earned sick leave may be utilized by the mother on child rearing leave both prior to and after the birth of the child under the following conditions:

a. A statement by a doctor must be attached to the application stating the date the employee must stop work for medical reasons.

b. In the event that more than six (6) weeks earned sick leave is required after the birth of the child, the doctor must furnish an additional statement indicating a condition of continued disability.

3. A child rearing leave of absence may be granted for a period of up to twenty-four (24) months for the adoption of a child. Such leave becomes effective following the last day of employment. Earned sick leave may not be utilized during leave of absence for adoption.

4. An employee on child rearing leave will be reinstated in an appropriate position as soon as a vacancy occurs after his/her request for reinstatement. To facilitate the employee's return consistent with his/her desired schedule, he/she should give as much advance notice of his/her anticipated return as possible.

5. Before she returns to duty, the employee may be required to present a doctor's certificate stating that she is able to resume her regular work.

6. The unused sick leave of an employee who has been granted a child rearing leave of absence will be held in abeyance until such time as she returns to active service.

7. If in any event the employee is unable to return to a position with the Board within the 24-month period specified above, resignation from the Board of Education will be accepted as automatic and the employee will be notified.

8. Military Leave

a. All employees who have volunteered or who have been called for military duty shall be given a leave of absence covering their period of service in the Armed Forces of the United States.

b. Short term--Employees who lose time due to obligatory short-term emergency or annual unit training duty with the National Guard or military reserves may be granted leave with regular pay consistent with their official military orders up to a period of fifteen (15) working days per annum. During the fifteen-day (15) period, accrual of benefits will continue.

If a employee is a member of the organized militia and is ordered to active duty under the authority of the Governor, he/she shall be entitled to leave of absence without loss of pay while actually serving under such active duty orders. "Without loss of pay" shall mean the employee's regular pay for the period of service less any compensation for such military duty.

In order to implement this policy, the employee must present the Board with a copy of his military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated.

During this leave period, but not to exceed fifteen (15) working days per annum, the Board of Education shall continue the employee's regular pay. This provision excludes weekly training or drill sessions.

c. Extended active duty military leave may be granted to any employee entering one of the military services of the United States. Upon completion of his military obligation he shall, within a reasonable length of time, be reinstated to his previous position, one of similar scope and complexity, or to an advanced position for which the Director of Personnel believes he is qualified by virtue of his service, experience and training.

Where the employee is returned to his former job classification, he shall be entitled to all annual increments (allowable in his salary grade) for which he would have become eligible had employment been continuous including seniority and higher leave accrual rates if appropriate.

The above applies providing:

1. The returning veteran has been separated under honorable or general conditions. Veterans separated under other than honorable (undesirable, bad conduct, or dishonorable) conditions shall forfeit their rights under this policy.

2. The veteran applies for reinstatement within ninety (90) days of separation.

3. The service period has not been voluntarily extended beyond four (4) years' total active duty since August 1, 1961.

4. The veteran is still qualified to perform the duties of his former position or one of similar scope and complexity.

5. It is possible and reasonable to reinstate the veteran. Should the type of work formerly performed by the veteran no longer be required by the employer, or should all suitable positions be filled, the veteran shall be considered for future suitable openings.

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

d. Employees returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.

e. Salary credit for military service for employees new to the system may be granted up to a maximum of two (2) years.

f. A reasonable effort shall be made to reinstate to a comparable position a former employee who resigned to accompany a spouse who was on military duty, provided that the former employee was in permanent status 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 employee must have applied for reinstatement within ninety (90) days of the separation of the spouse from service.

9. Urgent Personal Business Leave

a. Each employee shall be entitled to a maximum of three (3) days of urgent personal business leave annually. When the first two days of this leave are used during any year, an employee may use the day by submitting twenty-four (24) hours in advance to the appropriate administrator a letter or card indicating the request for "urgent personal business." Use of the third day requires that a specific reason be given to the appropriate administrator. The appropriate administrator may make exception to the twenty-four (24) hour requirement in case of a demonstrated need.

b. A personal business leave day may not be used immediately preceding or following a holiday except upon special permission by the appropriate Associate Superintendent.

Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

10. Special Religious Observance Leave

Employees will be permitted a total of five (5) days for religious holidays and personal business days. However, no more than three (3) may be used for personal business. Once three (3) days are used for personal business and/or religious holidays, the unused additional two (2) days may not be accumulated as sick leave. In determining these holidays, the Superintendent of Schools will request recommendations from appropriate religious authorities with verification of the fact that an employee must be absent from the worksite to fulfill religious obligations. The employee is required to submit two (2) weeks in advance to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday.

11. Sick Leave/Family Illness Leave

First shift employees needing to utilize sick leave must contact the appropriate office as soon as possible but prior to the beginning of his or her shift on each day of absence, stating the necessity for the absence so that time records can be properly maintained and work schedules realigned. Second and third shift employees must contact the appropriate office at least one-half hour prior to the beginning of their respective shift. Where a relatively long period of absence is anticipated, the employee need only contact his supervisor on the first day of the absence but must state at that time the estimated date of return.

The employee is required to submit to the appropriate administrator a letter or a suitable form giving the reason for absence. This explanation will be forwarded with the payroll report. If, having conferred with the employee, the appropriate administrator believes the absence(s) to be excessive or questionable, the appropriate administrator or his designee may, after written notice to the employee from the appropriate administrator, require the employee to submit written certification from a physician confirming the necessity for any future sick leave absence. This requirement can be valid for up to three (3) months.

Employees may be absent without loss of pay, within the limits stated below. Absences shall be charged to sick leave.

During the first fiscal year, a full-time 10-month employee who is in the pay status for the full fiscal year (7/1 to 6/30) shall be advanced 10 days of sick leave. A full-time 12-month employee who is in pay status for the full fiscal year shall be advanced 12 days of sick leave.

After the first fiscal year, a 10-month employee who is in pay status for the full fiscal year (7/1 to 6/30) shall be advanced 15 days of sick leave. A full-time 12-month employee who is in pay status for the full fiscal year shall be advanced 18 days of sick leave.

Sick leave shall be prorated for employees who have been in duty status for less than twelve (12) months.

A new employee or a rehire must be on duty at least five (5) qualifying months during a fiscal year to be eligible for the higher advanced rate of sick leave the following year.

A regular part-time or 10-month employee shall accrue sick leave in proportion to the time worked.

All unused sick leave is cumulative.

An employee using vacation days, or current and/or accumulated sick leave days, except in the case of maternity, accrues additional sick leave days as described herein.

An employee on leave of absence requiring Board action does not accrue sick leave time.

Salary consideration beyond cumulative sick leave will be given only in those cases of serious and continuous illness which makes it impossible for the employee to be on the job.

Each case will be considered individually by the Board of Education after the appropriate Associate Superintendent has made an inquiry to determine the employee's financial need, his caliber of work, and the recency of any past special salary consideration.

When an employee is granted an extended formal sick leave of absence, the accumulated sick leave days may either be utilized prior to the granting of this leave, or may be retained for future use after the employee has returned to duty.

An employee who becomes seriously ill while on vacation may have his vacation extended or take vacation at a later date. A serious illness is one that is incapacitating.

This illness must be confirmed by the attending physician.

An employee who, while on vacation, has a death in the immediate family, or of a close relative, may have his vacation extended or take vacation at a later date.

An employee who leaves the employ of the Board of Education will be granted sick leave days accumulated during prior service if he returns to duty within one (1) year. Ten-month employees who resign as of June 30 of any calendar year are eligible for such credit, provided they are re-employed the first duty day in September of the following calendar year.

When an employee is granted a leave of absence requiring Board action, his accumulated sick leave days are held in abeyance until he returns to duty. Upon return to duty, the employee will be granted sick leave days according to the policies in effect, but he will not lose his earned length of service for accumulation purposes. In matters concerning leave of absence because of illness, the Superintendent may require a written certificate from a physician as proof of illness and need for leave.

Family Illness Leave

Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of 4 days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of eight (8) days of such leave. Family Illness days are a part of an employee's personal sick leave. The Office of Staff Relations may approve additional days of Family Illness leave if the employee has sufficient personal sick leave and can provide medical documentation of the family member's illness, and the necessity for assisting the ill family member.

12. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank after the member's accumulative sick leave has been exhausted.

The definition of sick leave shall be that leave that is granted to an employee who through personal catastrophic illness, injury, or quarantine is unable to perform the duties of his or her position. Sick leave from the bank may not be granted for the period of disability when monies are paid to the employee under Worker's Compensation Law.

A three-member approval committee, consisting of members selected by the Union, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests, and communicating its decision to the member. The rules of procedure and general criteria will be developed by a four (4) member Rules Committee, two (2) members appointed by the President of the Union and two (2) members appointed by the Superintendent. These rules must be approved by the President of the Union, and the Superintendent before said rules take effect. Once approved, the rules will be widely distributed by the approval committee.

The Office of Employee Benefits and Risk Management shall verify bank grants as being within the limits of the bank balance, that the illness is of a catastrophic nature and that sick leave is exhausted. Requests meeting the above will be approved and forwarded to the Office of Payroll as authorization for payment.

The bank may be used only by the individual contributor for his or her personal disability.

The bank may not be used for disabilities of other members of the contributor's family.

The bank may not be used by the contributor to remain away from his or her position in order to assist a member of his or her family who is ill.

Only earned sick leave may be contributed to the bank; vacation and personal leave may not be contributed.

Contributions can be made at any time during the year. Employees returning from leave will be permitted to contribute to the bank on approval of the committee. New employees will not be eligible to join during their first two (2) years of employment. An employee may join the sick leave bank only after having accumulated three hundred sixty (360) hours of sick leave.

An employee who was a Board employee in another bargaining unit in Baltimore County and who was a member of a sick leave bank in that unit at the time shall be eligible to join the bank immediately. The Union will notify the Office of Payroll so that an exception entry can be made.

All employees on active duty in the Baltimore County Public Schools for which the Union is the exclusive agent are eligible to contribute to the Sick Leave Bank.

The rate of contribution for members shall be based on the following schedule:

- 360 hours to 960 hours
of accumulated sick leave12 hours
- 961 hours to 1,440 hours 8 hours
- 1,441 hours or more hours 4 hours

The rate of contribution for bus drivers and attendants shall be based on the following schedule:

Hours Worked Per Week	Hours of Accumulated Sick Leave	Rate of Contribution
21 hours	189 hours	6.3 hours
25	225	7.5
27	243	8.1
30	270	9.0
32	288	9.6
35	315	10.5
37	333	11.1
40	360	12.0

The initial contribution to the bank will be made at the time of joining the bank, and future contributions will be based on need as recommended by the Sick Leave Bank Committee and agreed upon by the Union and the Superintendent.

Contributors must use all accumulated and anticipated sick leave before applying for leave from the bank. The total time a person may draw on the sick leave bank is one (1) year including duty days, holidays, and vacation days but does not include the other days the employee does not normally work.

A contributor will lose the right to utilize the benefits of the bank only by:

- a. Termination or suspension of employment in the Baltimore County Public Schools.
- b. Cancellation of participation by the member on the proper form at any time.
- c. While on approved leave of absence.

- d. Transfer to a position of another unit within the school system.

The existence of the bank and participation by an employee in the bank does not negate or eliminate the rights of the individual employees who participate in the bank to other sick leave benefits as specified in this Agreement.

All donations will remain in force and cannot be returned even upon cancellation of a membership.

Members shall be permitted to use the bank for personal illness after sick leave is exhausted. The bank can be used on the fourth duty day of absence during the member's disability. The three (3) days deductible will apply to each disability but will be waived for relapses of the same disability. The maximum number of sick days that can be granted in any one (1) fiscal year will be the remaining number of duty days a member is scheduled to work plus included holidays or vacation days they would normally accrue during this period. In no case will the granting of leave from the bank cause a member to receive more than his or her annual salary.

The number of accumulated sick leave days available to a member at any time for any purpose, will not include the number of days which the employee has contributed to the bank.

All unused sick leave days in the bank at the end of a fiscal year shall be carried over to the next fiscal year.

An individual eligible for disability retirement may not use the provision of the sick leave bank to postpone that retirement.

If the provisions of the sick leave bank be should be terminated, the bank balance shall be returned to the then, current members of the bank proportional to the rate collected in the last assessment, excluding those individuals who have utilized said bank in the last three (3) years.

13. Unusual or Imperative Leave

Employees may be granted leave up to one (1) year without pay for unusual or imperative reasons where no other leave program is applicable.

This leave may be granted by the Board of Education and approval must be secured before absence occurs.

During this leave the employee may continue participation in the Board of Education Employee Insurance Plan by assuming full premium costs. The employee may neither withdraw nor make contributions to the Retirement Systems.

ARTICLE VIII--Insurance Benefits

1. Basic Life Insurance Plan

The Board will pay 100% of the premium for \$10,000 life insurance.

2. Optional Plan Life Insurance

For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings, rounded up or down to the nearest \$1,000 increment. Increments are equal to .25 times the employee's base annual earnings starting at .50 times earnings. The minimum amount available for additional coverage, therefore, equals .50 times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) items the employee's basic annual earnings. Optional life insurance coverage shall be available to employees by payroll deduction.

3. Section 125 Plan

The Board shall provide for employee contributions to life, health, dental insurance programs, and employee premiums for cancer/intensive care insurance, and catastrophic insurance to be made with pre-tax dollars under Section 125 of the IRS Code. The Board shall provide for additional coverage under Section 125 as indicated in the Flexible Benefits Plan described later in this article.

4. Flexible Benefits Insurance Program

Effective January 1, 1990, a flexible benefits insurance program shall be offered to employees, along with flexible spending accounts established under Section 125 of the IRS Code.

During Open Enrollment, employees will select their benefits and type of coverage. Individual employee costs shall be established in Appendix B.

Each benefit option will have a "price tag" or cost to an employee if that particular benefit is selected. All employee contributions will be on a pre-tax basis. This means that federal and state income taxes and FICA tax will not be withheld on employee contributions nor will these contributions be included in an employee's gross

wages are reported on W-2 form. Employee contributions will be included in annual salary for retirement and life insurance purposes.

An employee may make employee contributions to a Dependent Care Spending Account provided the employee meets requirements prescribed by federal regulations. Benefit credits may also be deposited into this account. The account may be used, during the plan year for which the contributions were made, for tax-free reimbursement of qualifying expenses for the care of dependents to enable the employee to work. Any amounts remaining in the account at the end of the plan year will be forfeited.

An employee may make employee contributions to a Health Care Spending Account for tax-free reimbursement of qualifying health-related expenses incurred during the plan year for which the contributions were made and not paid by insurance. Benefit credits may also be deposited into this account. Any amounts remaining in the account at the end of the plan year will be forfeited.

The Board shall make qualified reimbursements from flexible spending accounts on a monthly basis.

For computation of the Board contribution shall be as follows:

Health/Dental Care - prorated based on regularly scheduled work hours.

Vision Plan - More than .5 FTE at no cost.

5. Health Care Options -- Flexible Benefits Plan

Option 1 is a triple option plan. The employee will be able to select, at the time service is needed, a triple option (POS, PPO, indemnity) plan. The employee price tag will be 10% of the annual premium through 2006-2007 according to the schedule in Appendix B.

The Board shall provide a discount prescription card for 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 through 2006-2007 shall be \$13.00 per prescription for generic drugs.

Option 2 Employees may choose to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO. The employee will pay ten percent (10%) of the cost of the annual HMO premium for each market through 2006-2007, provided it is the exclusive HMO vendor in the market. When two (2) or more HMO's are offered in a market, the employees' cost will be calculated on the difference between the cost of the lowest annual premium of the HMO's offered in the

market and the Board's contribution. A prescription drug benefit is included with each HMO offered. The employee price tag will be according to the schedule in Appendix B.

6. Adult Hearing Aids

Beginning in 2003-2004, coverage for adult hearing aids will be included in the health plans offerings provided by the Board. The incremental annual cost for the benefit for Medicare-eligible retirees will be 90% paid by the retiree.

7. Health Insurance--Family of Deceased Employee

The Board will pay full premiums for health insurance for the spouse and/or family of any employee who dies in service, for a period of one year, providing the employee was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

8. Health Insurance--Retired Members

The Board shall contribute toward the premium for health insurance or an optional HMO for employees with ten (10) years or more service with the Board, including up to two (2) years honorable military service time provided appropriate documentation is received. Contributions by the Board shall be made in accordance with the following schedule:

	Options 1 & 2	Option 3
10-19 years of service	50%	30%
20-29 years of service	75%	55%
30 or more years of service	90%	70%

The Board shall reimburse employees retired or employees who have attained the age of 65, for their cost of Medicare--Part B (Medical) in accordance with the following schedule:

- 10-19 years of service 30%
- 20-29 years of service 55%
- 30 or more years of service 70%

The Board shall continue to provide the payment set in Section 8 for one 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.

9. Dental Insurance

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 June 30, 2007. The employee price tag will be according to the schedule in Appendix B.

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

**ARTICLE IX
Educational Assistance Benefit**

1. Financial Assistance

The Educational Assistance Program is designed to provide financial assistance to permanent, non-exempt personnel who wish to attend outside training courses to improve performance in their present position or to prepare themselves for career ladder promotion within the educational system.

An employee must file a request for course approval form obtained from the office of the principal or other appropriate administrator to secure the prior approval of the appropriate specialist in the Office of Personnel to be eligible for reimbursement of tuition. Employees shall be eligible for up to sixty-six dollars (\$66) per credit hour for tuition upon presentation of a Grade C or better for approved requests. Only nine (9) semester hours will be honored per fiscal year.

Employee in technical fields can apply for reimbursement based on 15 hours of classroom content for each credit with verification.

2. Staff Development

Representatives of the Board shall meet annually with representatives of the Union to discuss suggestions for staff development activities.

**ARTICLE X
Transportation Reimbursement**

The authorized use of an employee's personal car for transportation to accomplish his assigned duties shall be reimbursed at the rate established by the Internal Revenue Service. The use of a personal automobile may be authorized for:

1. Attendance at a meeting called by an appropriate administrator.
2. Travel at the direction of the appropriate administrator.

Reimbursement will be made subject to completion of necessary form. No reimbursement of less than twenty-five dollars (\$25.00) will be paid to an employee during any period of six (6) months or less.

Expense reports for July 1 to December 31 must be submitted by January 15. Expense reports for January 1 to June 30 must be submitted by July 10.

When computing mileage the employee's normal round-trip commuting distance to his regularly assigned location shall be subtracted from the total mileage incurred. Transportation reimbursement shall be provided for an employee traveling to a medical facility from his/her work location and back to the work location, due to an injury on the job. Transportation reimbursement shall be provided for an employee traveling to and from a medical facility from his/her legal residence when required and confirmed in writing by the medical facility personnel.

ARTICLE XI - Holidays

1. Recognized Holidays

The following days shall be recognized as holidays by the Board of Education:

Independence Day
Labor Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New year's Day
Martin Luther King, Jr.'s Birthday
Good Friday
Easter
Memorial Day
Election Days (Baltimore County)

The school calendar shall be established by the Board of Education in accordance with Article 7-103 of the Annotated Code of Maryland and other applicable law.

Holidays which fall on Saturday or Sunday will be observed on the duty day which is nearest the holiday. Holiday leave will not be deducted from any other leave earned by an employee.

If an employee is absent in unpaid status on his duty day prior to (a) holiday(s) or his duty day following (a) holiday(s), no salary payment will be made for such (a) holiday(s). A new employee or an employee returning from leave shall not be eligible for holiday pay unless he has been in pay status on the duty day immediately prior to the holiday. An employee who resigns or is terminated prior to a holiday shall not be paid for that holiday.

2. Observed Holidays

Should a holiday fall on an employee's normal day off, it shall, at the discretion of the appropriate supervisor, be observed on the first normal working day preceding or following the date of the recognized holiday. Should the employee be required to work on his observed holiday, he shall receive holiday pay plus one (1) and one-half (1/2) times his hourly rate for all hours worked on the holiday.

Should an emergency exist and an employee is assigned duties on an observed holiday but fails to report for an observed holiday and fails to report for an unacceptable reason, he shall forfeit his holiday pay and an appropriate deduction shall be made.

3. Floating Holidays

For each 12-month employee who has completed his probationary period on or before March 1, two (2) floating holidays are available. Whenever possible, floating holidays need to be requested and approved three (3) weeks in advance but, not later than two (2) weeks. Two additional floating holidays are available for use during the Spring Holiday or as otherwise designated by the appropriate administrator.

ARTICLE XII - Vacations

1. Regular full-time employees with less than five (5) years of service shall accrue paid vacation credit at a rate of .416 normal workday for each pay period qualifying employment to a maximum credit of ten (10) normal workdays per year.

2. Regular full-time employees with five (5) years of service, but less than ten (10) years of service shall accrue paid vacation credit at a rate of .625 normal workday for each pay period of qualifying employment to a maximum credit of fifteen (15) normal workdays per year. Accrual at the new rate begins on the fifth anniversary of employment. Vacation accruals will be made on twenty-four (24) specified bi-weekly

pay periods for 12-month employees and twenty (20) specified bi-weekly pay periods for 10-month employees.

3. Regular, full-time employees with ten (10) or more years of service shall accrue paid vacation credit at a rate of .833 normal workday for each pay period of qualifying employment to a maximum credit of twenty (20) workdays per year. Accrual at the new rate begins on the eleventh (11th) anniversary of employment.

4. A qualifying pay period of employment shall be any pay period in which the employee was in qualifying pay status for a minimum of 60% of the period. Qualifying pay status shall include: hours worked, vacation, paid holidays and paid leave.

5. In determining vacation schedules, effort shall be made to comply with the wishes of the employee. It must be recognized, however, that work schedules must be met, and when there is an unreconcilable conflict between work schedule and desired vacation schedule, the former will be dominant. Vacation must be requested in advance and approved by the appropriate administrator.

6. Pay for all vacations shall be based on the rate of pay of the employee at the time of vacation. This includes shift differential.

7. Vacation payments shall be calculated at the current regular rate and on the basis of a normal workday.

8. Accumulated days will be capped at forty (40) vacation days.

9. A vacation in excess of that normally allowed requires the accumulation of the additional days, plus the written approval of the appropriate Associate Superintendent. Such written approval for an extended vacation shall be filed with the Department of Payroll. Normally, an extended vacation shall be limited to thirty (30) days. Under unusual circumstance, the Superintendent of Schools may grant permission for a vacation in excess of thirty (30) days, to a maximum of forty (40) days, in order to take a trip of such duration.

10. Earned vacation credits shall not be used to extend employment beyond the last day worked.

11. Vacation credits shall not be charged to holidays or normally non-scheduled days.

12. At the time of termination, an employee shall be paid for the vacation time earned during the current fiscal year, plus approved accumulated vacation time.

13. Once a year an employee may request advanced pay for accrued vacation provided this request is made one pay period prior to the date of the approved vacation. This payment will be made on or before that last duty day that coincides with the regular pay period.

ARTICLE XIII Discipline and Discharge

1. Discipline

Employees who may be subject to disciplinary measures shall be afforded due process. Disciplinary action or measures shall consist of: oral reprimand, written reprimand, suspension and termination. Where possible, progressive discipline is to be utilized; however, where the offense is deemed to be gross misconduct, preceding steps may be waived and the employee may be discharged. Any disciplinary action or measure imposed may be processed through the administrative appeal process culminating in a hearing before the Board of Education's hearing officer. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Every effort will be made by the Board to notify an employee of a possible disciplinary action within ten (10) working days of the alleged infraction or the date on which the Board could have reasonably been expected to have had knowledge of the alleged infraction.

2. Termination

The employer shall not terminate any employee without just cause. The Union shall have the right to take up the termination through the administrative appeal process culminating in a hearing before the Board of Education's hearing officer. Any employee found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

3. Discharge

Gross misconduct on the part of the employee shall result in immediate suspension by the appropriate administrator or supervisory personnel. Such suspension shall be valid until such time as the appropriate division head can investigate the facts pertaining to the suspension, and based upon the findings, discharge or reinstate the alleged offender. Normally, this should take no longer than five (5) workdays. When practical, the conditions contributing to the suspension should

be brought to the attention of the appropriate division head before notifying the employee. A decision to discharge an employee following a suspension and investigation of the charges can only be made by a division head, and such action shall be recorded in the file as "discharged." Examples of gross misconduct are:

- a. Being under the influence of intoxicants or narcotics during working hours
- b. Stealing, willfully destroying, or defacing Board of Education property
- c. Being convicted of a criminal offense involving moral turpitude
- d. Fighting or creating a disturbance
- e. Falsifying records

Should the allegations pertaining to the employee's suspension prove to be unfounded, the employee shall be reinstated with back pay for time lost and with full restoration of all other rights and conditions of employment. Should the suspension result in discharge, however, the discharge date shall be consistent with the last day worked. The Union shall have the right to take up the discharge as a grievance at Step 3 of the grievance procedures within ten (10) working days from the date of discharge, and the matter shall be handled in accordance with this procedure through arbitration if deemed necessary by either party.

4. Representation

If an employee has been called to a meeting for the purpose of discipline or discharge, he shall be informed of his right to have a representative present.

ARTICLE XIV Evaluation

1. Formal evaluation including a conference must be made at least once every two years. In any year in which an employee is not evaluated, it shall be assumed the employee's performance is "satisfactory."
2. The evaluation shall be based on the conclusions and assessments reached by the evaluator.
3. The evaluation shall be based on observations of the employee's work performance. An employee performing at a less-than-satisfactory level shall receive suggestions for improvement and have an opportunity to show improvement prior to receipt of an evaluation.

4. An employee shall be given the name and specific complaint of any person who complains about the employee within a reasonable time if the complaint is to be given any consideration in the employee's evaluation.
5. The written evaluation report shall be shown to the employee within ten (10) days subsequent to the aforementioned conference. The employee shall sign the report within three (3) days and receive a copy thereof. Such signature will not, however, necessarily indicate agreement with the evaluation. Provision shall be made for written comments and reactions by the employee, which shall be attached and become a part of the evaluation report.
6. Except for evaluation forms, material of a negative nature may be removed from all the employee's files after four (4) years upon the employee's request and subject to the approval of the appropriate division head.
7. Any personnel files maintained other than in the central file shall be available for review by the employee at a time mutually convenient to the employee and the appropriate administrator. At the employee's request, a witness of his/her choice may accompany the employee in such a review. The review shall be made in the presence of the administrator responsible for safekeeping of such files.
8. Matters relating to evaluation may be subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedure.

ARTICLE XV

Job Security and Transfers

1. Seniority

As used in this Agreement, the term, seniority, shall mean an employee's adjusted hiring date. This date shall be established by advancing the employee's original date of employment a span on time equivalent to the employee's non-creditable service which shall have resulted from the leave.

2. Posting of Vacancies

When openings for permanent positions, other than entrance level jobs, occur, the Board shall post notices of such vacancies for a period of at least ten (10) days. Any employee who desires to be considered shall submit a written application to the Department of Personnel during the posting period.

If a position that was posted and filled becomes vacant within ninety (90) days, the Board may select a candidate from the original group of applicants without repeating the process.

3. Assignment and Transfer

An employee who is transferred to a position of the same job classification in another department or job location shall be paid at the same base rate held at the time of transfer. Shift differentials applicable to new assignments will apply. Current employees requesting transfer will be given priority of selection. An employee, who is involuntarily transferred to a position in a different classification, but in same pay grade, shall be paid at this rate at the time of transfer. Involuntary transfers will be effected beginning with the employee having the least service within the classification at the location in which the overage occurs.

Should the transfer be requested by the employee, his rate of pay in the new position shall be adjusted to a rate appropriate with his skill, ability and experience in his new position.

Any transfer under this provision is subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedures.

4. Administrative Transfer

Involuntary transfers may be made by the Superintendent as the needs of the system require. Notification of an administrative transfer will be give to an employee as soon as possible but not less than twenty (20) calendar days, except in case of emergency, in advance of the intended transfer. The administrative transfer will be made only after a meeting between the employee and the appropriate supervisor at which time the employee shall be notified of the reason for the transfer. Whenever possible the employee will be transferred to a work location within the same geographic area. The transferred employee shall be given primary consideration in any opening for a minimum of two (2) school years.

5. Promotion -- Demotion

PROMOTION

The term promotion, as used in this provision, means the advancement of an employee to a higher paying classification.

The Board shall fill the opening by promoting from among the qualified employees with the longest continuous service provided all other factors are equal.

Board Representatives, after receiving written applications, shall screen to determine those applicants who will be contacted for an interview. If no employee is qualified, or if no employee applies, the Board may seek outside applicants.

Promotion from one pay grade to the next consecutive pay grade shall be made in such a manner that the employee promoted shall move the current step on the salary schedule for the new pay grade. If the promotion is more than one grade, the new rate shall be not less than two (2) steps over the rate received immediately prior to such promotion. In no cash shall a promoted employee receive less than the minimum of the new grade.

Matters related to promotions may be subject to the grievance procedure, but only for reasons of alleged arbitrariness or failure to follow procedures.

DEMOTION

When an employee is demoted, his pay shall be adjusted in a manner opposite to a promotional adjustment, whereby the employee shall be placed on the current step of the new pay grade.

Matters related to demotions may be subject to the grievance procedure, but only for reasons of alleged arbitrariness or failure to follow procedures.

6. Probation

All new employees shall serve a ninety (90) calendar day probationary period. This period may be extended to one hundred eighty (180) days at the discretion of the appropriate administrator. An additional sixty (60) days probationary period may be used at the discretion of the appropriate administrator. During this period of probation, an employee may be terminated without right of appeal through the grievance procedure. Prior to the date an employee completes his probationary period, his performance will be evaluated. It is the responsibility of the appropriate administrator to complete the evaluation. This evaluation shall indicate whether the employee should be placed on regular status, receive extended probation or be terminated. In the event termination is recommended, a two (2) week (10 duty day) notice shall be given to the employee.

Whenever a regular employee is promoted or transferred to a different job classification, he shall again be placed on probationary status for a period of ninety (90) days. Should his performance be unsatisfactory during this period, he shall receive notification that he will be returned to a position within his original job classification and geographical area as soon as a vacancy occurs

ARTICLE XVI
Reduction in Force

1. Authority

When it becomes necessary to lay off or reduce its work force, the Board will do so in accordance with the procedures herein. Decisions for the necessity of such actions are not subject to the grievance procedure.

2. Procedure

a. Layoff

Should it become necessary to reduce the work force due to lack of suitable work by terminating a satisfactory employee(s), layoffs or transfers will be effected beginning with the employee having the least service within the classification (with the same job description) at the location in which the overage occurs.

This employee will be offered the position of the least senior employee in that supervisory area. The employee may refuse the position and be placed on layoff.

b. Recall

An employee who has been laid off due to a reduction in work force will remain on a recall list for two (2) years. As vacancies develop, the employee on the recall list will be offered comparable paying jobs if qualified in inverse order of layoff. Failure to accept one of the first three jobs offered will result in removal from the recall list.

ARTICLE XVII
Safety and Health

1. Should an employee feel that a safety problem exists, he should report it immediately to his immediate supervisor. An inspection of the condition will be made as soon as possible. The employee involved shall be advised of the results of the inspection. The Board will continue to provide and maintain safety equipment and stress safe conditions.

2. The Board will furnish adequate rain gear to employees where it is deemed necessary.

3. The Board will continue to provide locker and shower facilities for employees where appropriate and feasible.
4. Representatives of the Board shall meet with representatives of the Union twice annually to share information related to health and safety in the workplace.
5. The Union shall be represented on the Board's system wide Safety committee.
6. The Board shall make flu shots available without cost to the employee, and if necessary, will provide tuberculin tests at no cost to the employee.
7. The Board shall make hepatitis B vaccine available at no cost to any employee who has been exposed to body fluids of a known carrier or body fluids of a student who has not been tested.

ARTICLE XVIII Bus Drivers and Attendants

1. Leaves, Vacations, Holidays

- a. Two (2) days of urgent personal business leave shall be provided. If not used, the personal business days shall be accumulated as sick leave.
- b. Two (2) days of leave for religious observance shall be provided.
- c. One (1) inclement weather day is available to be used automatically when schools are closed. Drivers assigned to a non-public school route during inclement weather will be compensated at a rate to be determined administratively.
- d. No floating holidays are assigned to bus drivers and attendants.
- e. Drivers and attendants are not assigned to work during winter vacation, spring vacation, and professional study days.
- f. The sick leave shall be accrued at a rate based on the normal workweek of the driver/attendant, when the route is a Baltimore Co. Public School route, including regular summer assignments. Accrued sick leave may only be used during the regular school year. Unused sick leave is cumulative.
- g. Drivers and attendants may join the sick leave bank when the prorated amount of hours which equate to the 360 hours needed by full-time employees are available. For example, a driver working 30 hours per week would need to have accumulated, 30/40ths of 360 hours or 270 hours of sick leave.

2. Normal Workday

The normal workday will fall under one of the following configurations:

An a.m., p.m. run

An a.m., noon, p.m. run

An a.m., p.m., evening run

Each driver and attendant will be paid 15 minutes each day for pre/post trip inspections.

Activity runs may be attached to one of the above, according to departmental needs. (Activity runs for part-time drivers and attendants could be mutually agreed upon.)

The normal workweek will be forty (40) hours, Monday through Friday, and will be comprised of one of the workday configurations plus extra duty assignments including, but not limited to the following examples:

Field trips, maintenance runs, in-service activities, drug testing, committee assignments, stand-by, retraining, fueling, pre/post trip inspections, etc. Field trip and stand-by assignments will be made at least five (5) workdays in advance. Evening assignments will be made at least ten (10) workdays in advance. Drivers and attendants given evening assignments will not be given additional field trip or stand-by assignments in between their a.m./p.m. assignment on the day of that evening assignment. Evening assignments are defined as work that occurs after the scheduled p.m. route.

Every attempt will be made to use inverse seniority in the case of emergency assignments; however, student safety will be the primary consideration in these cases. Inverse seniority is defined as least to most senior hire date.

3. Posting of Vacancies

Vacancies shall be posted for ten (10) days at all bus locations. The vacancy shall be filled by the most senior driver/attendant requesting consideration, provided the driver/attendant possesses the necessary qualifications. The union will be supplied a copy of all job postings.

Posting of driver/attendant seniority lists will occur on each lot quarterly throughout the school year. Included on the posted list will be name and hire date, by lot only.

Drivers and attendants will be notified periodically, via internal memo, regarding work opportunities outside their job category, such as route typing, back-up Dispatcher and Routing Assistant positions, and other office related duties. Interest in new work opportunities require a written letter of interest by employees to their Area Manager. The letter shall include any special skills and past experience.

4. Assignment of Work to 5000 Series

a. Work assignments are based upon seniority by parking locations, however, adjustments may be necessary to keep all times balanced, e.g., driver 9/1/63, 6.1 hours may not be in line with next senior driver because of the combination of length of assignment. To avoid this, a.m., p.m., or mid-day times may have to be balanced. A seniority list of all drivers and attendants assigned to the lot, shall be maintained and posted on the lot. The list shall contain the driver's name and adjusted hire date and the attendant's name and adjusted hire date.

b. All work assignment preparation should be completed by August 15. Any work received by the Department of Transportation after this date will be assigned based upon the need of the system, and not driver seniority and time.

c. The final assignment of work is subject to the review of the Director of Transportation. This review will focus on overall performance and will consider factors including, but not limited to, attendance, school administrator input.

d. The work assignment process may be observed by Union representative(s), on their own time without compensation, for a.m./p.m. and noon work assignments. The union representatives appointed should be willing to be present at all stages of the work assignment process.

e. The Area Supervisor should perform the following tasks in the following order:

- Gather data from the will/will not cards, e.g., driver request mid-day work
- Generate a seniority list using hire date only (no names to be included)
- Generate a seniority list using names and hire dates
- Write 5000 series routes, non mid-day

- Cluster and time routes, e.g., A., B., C., etc.
- List routes in the order of greatest time. A.B.C. cluster delineations should be deleted.
- Match seniority list without names to timed routes. Following from the first to last, e.g., from seniority list employee with 9/1/63 hire date to receive the longest timed route of 6.1 hours, if 9/1/63 is senior person on list and 6.1 is the greatest amount of time
- Using the seniority list as described above, assign runs
- Using the seniority list as described above, resolve any conflict with the same hire date by selecting alphabetically. Final assignments will consider information received on the will/will not cards.

f. All non-public school runs shall be clearly designated to advise drivers and attendants that these runs are subject to a different calendar than the public school calendar. If this calendar exceeds the Baltimore County Public Schools calendar, drivers and attendants will be compensated for their additional work at the conclusion of the school year. If a non-public school year opens before the Baltimore County school year and if the first regular pay period for drivers and attendants is less than 10 days, the non-public school drivers and attendants is less than 10 days, the non-public school drivers and attendants within (2) pay periods after the work is completed and reported.

g. All non-public school runs shall be clearly designated to advise drivers and attendants that these runs are subject to a different calendar than the public school calendar.

5. Assignment of Work to 4000 Series

The following factors will be considered when assigning drivers and attendants:

- a. Attendance
- b. Ability to build a rapport with school administrators and parents
- c. Input from school administrators
- d. Length of service with Baltimore County Public Schools
- e. Demonstrated ability to work as part of a team

- f. Punctuality
- g. Physical ability to evacuate students with physical handicaps
- h. Driving record
- i. Sensitivity to the needs of special students
- j. Interest by the employee in expanding his/her base of knowledge concerning handicapping conditions, learning disabilities, etc.

6. Assignment of Field Trips

Field trips will be assigned by the dispatcher using seniority by bus locations.

7. Salary Dispute Resolution

It is agreed that any salary dispute between a driver or an attendant and representatives of the Department of Transportation resulting from discrepancies over time of bus runs will be reviewed by the Director with a Union Representative if required, in an effort to resolve the issue. A representative of the Union and the Department of Transportation may accompany the driver to verify accuracy of the bus route.

8. Transfers

Transfer forms will be utilized for requests for type of assignment (regular/special needs) and work location. A transfer list will be maintained in the Office of Transportation and will be updated annually on the final day of the scheduled school year. Requests for transfer will be considered on a seniority basis. Transfer forms may be submitted or withdrawn at any time during the year. The union will be provided a copy of the transfer list.

9. Summer Work

A list of assignments for summer work, to include hire date, type of assignment, dates of assignment, and total projected hours will be provided prior to the summer operation. Upon request, a list of hours worked during the summer operation will be provided to the Union president.

ARTICLE XIX -- Salaries

1. Basic Salaries

The basic salaries of employees covered by this Agreement are set forth in Appendix A which is attached to, and incorporated in this Agreement. These salaries shall remain in effect from July 1 through June 30.

2. Longevity

At the beginning of 10, 15, 20, 25, 30, 35, and 40 years of permanent employment with the Board, the employee shall receive longevity salary increments in accordance with the current salary schedule.

3. Salary Errors

In the event of salary error, neither the Board nor the employee may claim salary adjustment for any more than the fiscal year in which the error is detected. When an overpayment occurs, the Office of Payroll will establish a repayment schedule with the employee. The employee must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the employee's request, repayment deductions may begin immediately.

ARTICLE XX -- Effect of Agreement

1. Change in Rules and Policies

All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement or with Title 6, Subtitle 5 of the Annotated Code of Maryland.

2. Contrary to Law

In the event any article, section or portion of this Agreement should be held unlawful by any court of competent jurisdiction, only the specified article, section or portion thereof shall be invalid; all other articles, sections and portions of this Agreement shall remain in full force and effect for the duration of the Agreement. Upon issuance of such a decision, the board and the Union agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

ARTICLE XXI
Duration of Agreement

The provisions of this Agreement shall be effective from July 1, 2003 and shall continue in effect through June 30, 2007, except as follows. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 05 through FY 07 will be limited to wage reopeners (i.e., wages beyond the minimum cost of living requests made by the Board of Education for each of these three (3) fiscal years), and up to two Articles selected by each respective party. Implementation of any fiscal provisions of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and the County Council of Baltimore County. The Board of Education will request the following minimum cost of living adjustments (COLA) for each fiscal year as follows: FY 05 – 2%; FY 06 – 2%; and FY 07 – 3%.

FOR THE UNION:

Council 67

Thomas Kelleher

Local 434

Lora Williams
Denise Keller
Dee Jackson

Reggie Downing
Barbara Sirbaugh

Consultants

Dolottie Layton
Howard Warthen III

Phil Schufer
Edmund Blusiewicz

FOR THE BOARD:

Dan Capozzi
Dennis Elkins
Cynthia Hamlet
Kathleen Harmon

Ed Dieffenbach
Linda Fitchett
Randy Grimsley

Appendix A-1
Maintenance, Operations, and Cooks
(Hourly)
2003-04

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	7.15	7.43	7.73	8.02	8.35
2	7.73	8.04	8.36	8.68	9.04
3	8.35	8.68	9.04	9.40	9.79
4	9.03	9.40	9.79	10.17	10.57
5	9.79	10.17	10.57	11.00	11.43
6	10.57	10.99	11.43	11.88	12.37
7	11.42	11.88	12.36	12.84	13.36
8	12.36	12.83	13.35	13.89	14.44
9	13.35	13.88	14.44	15.03	15.61
10	14.43	15.03	15.60	16.23	16.89
11	15.59	16.22	16.88	17.54	18.26
12	16.85	17.53	18.23	18.97	19.73
13	18.22	18.96	19.73	20.50	21.33
14	19.72	20.49	21.32	22.16	23.05

Longevity Steps

10 years = 0.59 15 years = 1.15 20 years = 1.74 25 years = 2.31
 30 years = 2.90 35 years = 3.47 40 years = 4.07

Shift Differentials

2nd shift = 0.14 3rd shift = 0.24 1st shift NCW = 0.14
 2nd shift NCW = 0.24 3rd shift NCW = 0.36

Appendix A-2
Hourly salary schedule
Attendants 2003-04

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2	8.33	8.59	8.88	9.13	9.57	9.87

Longevity Steps

10 years = .81 15 years = 1.45 20 years = 2.08 25 years = 2.70
 30 years = 3.33 35 years = 3.96 40 years = 4.58

Appendix A-3
Hourly salary schedule
Bus Drivers 2003-04

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
6	10.70	11.10	11.47	11.90	12.55	12.99

Longevity Steps

10 years = .88 15 years = 1.51 20 years = 2.15 25 years = 2.77
 30 years = 3.39 35 years = 4.05 40 years = 4.69

APPENDIX B

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2003 – 8/31/2004

Medical Insurance	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 4,335.48	\$ 433.60	\$21.68
Parent/Child	8,590.80	859.00	42.95
Husband/Wife	10,347.36	1,034.80	51.74
Family	11,666.28	1,166.60	58.33
Kaiser Permanente HMO (Maryland Only)			
Individual	\$3,143.16	\$314.20	\$15.71
Parent/Child(ren)	5,972.16	597.20	29.86
Husband/Wife	7,386.60	738.60	36.93
Family	9,429.60	942.80	47.14
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$3,590.52	\$359.00	\$17.95
Parent/Child	7,001.40	700.00	35.00
Husband/Wife	7,899.00	789.80	39.49
Family	11,309.88	1,130.80	56.54
Dental Insurance			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$243.60	\$85.20	\$4.26
Parent/Child or Husband/Wife	527.76	184.60	9.23
Family	800.28	280.00	14.00
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$277.80	\$119.40	\$5.97
Parent/Child or Husband/Wife	582.48	239.20	11.96
Family	978.36	458.00	22.90
CIGNA Dental DHMO			
Individual	\$304.08	\$145.60	\$7.28
Parent/Child or Husband/Wife	582.84	239.60	11.98
Family	876.24	355.80	17.79
Vision Insurance Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$31.20	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	100.68	69.60	3.48

*All employee benefits deductions are taken from 20 pay periods between September and June.

Appendix C

APPENDIX D
BOARD OF EDUCATION OF BALTIMORE COUNTY
 Department of Planning and Support Operations
 Office of Transportation

**1940 G Greenspring Drive
 Timonium, Maryland 21093**

Linda Fitchett
 Director

Phone: 410-887-4321
 Fax: 410-887-7830

TRANSFER REQUEST
Bus Driver/Attendant

School Year
2___/2___

Area: _____
Name: _____
Social Security Number: _____

I am currently a:

Driver	Attendant
--------	------------------

Instructions:

1. Complete this form if you are requesting a transfer from your present assignment.
2. If you request a transfer on this form and later decide to alter your request, you should indicate this by submitting a new Transfer Request form.
3. Transfer forms will be maintained in the Office of Transportation for the duration of the current school year.
4. Requests for transfer must be re-submitted, on this form, each June for the following school year.

Please check as applicable below:

Full-Time (40 Hours Per Week)	Part-Time (25 Hours Per Week)
Regular Route	Special Needs (if you select special, please complete below)
	<input type="checkbox"/> Alternative <input type="checkbox"/> Emotionally Handicapped <input type="checkbox"/> ESOL <input type="checkbox"/> Non-Public Programs <input type="checkbox"/> Physically Handicapped <input type="checkbox"/> Special Classes in Public Schools
Location:	
Southwest	Northwest
<input type="checkbox"/> Arbutus <input type="checkbox"/> Inwood	<input type="checkbox"/> Windsor Mill <input type="checkbox"/> Wabash
Northeast	Southeast
<input type="checkbox"/> Kenwood <input type="checkbox"/> Rosedale	<input type="checkbox"/> Dundalk <input type="checkbox"/> Hopkins Creek
Central	
<input type="checkbox"/> Cockeysville	<input type="checkbox"/> Providence <input type="checkbox"/> Hereford
Comments:	

Employee's Signature

Date

RETURN TO THE OFFICE OF TRANSPORTATION

Office of Transportation Use Only
Adjusted Hire Date_____

BOARD OF EDUCATION OF BALTIMORE COUNTY

Donald Arnold, President

Dr. Joe Hairston, Superintendent

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

Lora Williams, President

Thomas Kelleher, Council 67

EXHIBIT K-2 BACE

MASTER AGREEMENT

between

**BALTIMORE (COUNTY INSTRUCTIONAL) ASSISTANTS
& CLERICAL EMPLOYEES, INC.,
BACE/TABCO**

and the

BOARD OF EDUCATION

of

BALTIMORE COUNTY

July 1, 2003 – June 30, 2007

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DEFINITIONS

The following terms used in the Agreement refer to the definitions as listed below unless otherwise stipulated:

1. Board – The Board of Education of Baltimore County.
2. Association – Baltimore (County Instructional) Assistants and Clerical Employees, Inc., BACE/TABCO.
3. Employee – All unit members represented exclusively by the Association as defined in Article 1 Recognition.
4. Negotiations Law – Title 6, Subtitle 5 of the Education Article of the Annotated Code of Maryland.
5. Grade – A level in the salary schedule with a common pay range for all jobs assigned thereto.
6. Job, Job Classification, Classification – A group of positions sufficiently alike to warrant the use of the same title, specifications, and grade. All paraeducators are considered in the same classification regardless of category, e.g., paraeducators, special education paraeducator assistant.
7. Position – A collection of tasks, duties, and responsibilities regularly assigned to and performed by a single individual; a position may be vacant or occupied.
8. Balanced Staffing – Is that which provides employees who have the necessary qualifications for the position and who vary in race and sex.
9. CNDWD – Compensable Non-Duty Week Days – weekdays falling within the 217 weekdays in the school year which are not holidays or ten-month teacher duty days.

ARTICLE 1
Recognition

The Board of Education of Baltimore County recognizes the Baltimore (County Instructional) Assistants and Clerical Employees, Inc., BACE/TABCO, as the exclusive bargaining representative for all employees in the bargaining unit on all matters related to wages, hours, and other working conditions. This recognition is granted in accordance with the provisions of Title 6, Subtitles 5 of the Education Article of the Annotated Code of Maryland.

The Association agrees to represent fully, without discrimination, all employees in the bargaining unit.

ARTICLE 2
Board's Rights

2.1 Legal Authority

The Board on its own behalf, and on behalf of the citizens of Baltimore County, retains and reserves unto itself, without limitations, all powers conferred upon and vested in it by the laws and Constitution of the State of Maryland and/or the United States.

2.2 Managerial Rights

Subject to the provisions of this Agreement, the Board through its administrative staff, shall be free to exercise all of its managerial rights and authority to the extent permitted by law.

ARTICLE 3
Association's Rights, Privileges and Responsibilities

3.1 Members' Protection

There will be no reprisals of any kind taken against an employee as a result of his/her proper exercise of authority and responsibility in performing assigned duties, membership in the Association, participation in any of its legal activities, or participation in the grievance procedure provided in this Agreement.

3.2 Leave for Association Business

Any employee elected or duly appointed by the Association may with proper application and permission from the Office of Staff Relations, be granted release time to conduct Association business and/or attend official or professional meetings. The Association shall provide the costs of substitutes for officers or representatives granted release time when the purpose is primarily to promote Association work and the hiring of a substitute is appropriate, as determined by the Office of Staff Relations.

The president of the Association shall at the request of the Association be granted a leave of absence without pay during his/her term of office. During the president's term of office, his/her place on the salary scale will advance at the rate of an employee on active status.

3.3 Association Representative Visits

Duly authorized representatives of the Association shall be permitted to meet with employees and transact Association business on school property, if, in the judgment of the appropriate administrator, there is no interruption to the work schedule. Upon the representative's arrival at any school, he/she will notify the school office of his/her presence and, if requested, confer with the appropriate administrator or his/her designee in order to facilitate the visit.

The time for meetings between Association representatives and administrators shall be established by mutual agreement.

3.4 Use of Facilities

The Association shall have the right to use school buildings for any lawful, noncommercial purpose without cost except for necessary expenses incurred as a result of the activity. Such use shall be by prior arrangement with the principal and with no interference to normal school operation.

The Association shall have the right to use school facilities and all office, reproduction, and audiovisual equipment, at reasonable times, when such equipment is not otherwise in use and provided the user is qualified to operate the equipment and has obtained the approval of the principal or his/her designee. The Association shall pay for costs of all materials and supplies incidental to such use and shall be liable for any damage resulting from such use.

3.5 Bulletin Boards

Space on a bulletin board shall be provided by the Board for the use of the Association. The location of the bulletin board space shall be determined by the principal, in consultation with the Association.

3.6 Interschool Mail

The Association may use the interschool mail delivery service to distribute official Association material. The Board reserves the right to refuse to deliver any materials or communications which it deems to be illegal or libelous. Individually addressed correspondence shall be handled in a confidential manner.

3.7 Payroll Deduction, Dues

The Board shall provide for payroll deduction of dues to the Association for the duration of this Agreement. The Association must submit to the Board the names of all employees requesting this option. Such requests will be self-renewing for subsequent years unless written revocation is received by the Association between September 1 and September 15. Deductions will be made in twenty (20) equal installments beginning the first date of normal payroll deduction unless otherwise advised by the Association. In the event of termination of the employee, the payroll office shall deduct the balance of unpaid dues to the Association, or the balance of the one-half year dues should the employee terminate prior to January 1, (February 1 for 10-month employees) from the employee's final paycheck except in case of death, retirement, and unpaid medical leave when such leave extends through the duration of the school year. All monies so deducted will be remitted to the Association monthly.

3.8 Payroll Deduction, Other

The Board shall provide for payroll deduction of the following coordinated programs:

- a. The Board shall provide employees with a list of approved tax sheltered annuities and custodial companies. The selection of annuity and custodial account companies shall be made in consultation with representatives of the Board's bargaining units.
- b. The Board shall provide for direct deposit through the Automated Clearing House.
- c. First Financial Federal Credit Union
- d. Payroll Savings Bond Plan
- e. KidCare
- f. When a payroll deduction slot, which has been available for KidCare or other Association sponsored programs is not longer endorsed by the Association, that slot may be eliminated following proper notification to the Association and the existing user(s).

3.8.1 Any alteration of the payroll deduction procedures for the above carriers shall be by mutual agreement of the Association and the Board. The Board agrees to meet with the Association upon two (2) weeks notice from the Association to negotiate the substitution of new carriers for any of the above named carriers.

3.8.2 The Board agrees to stop payroll deductions to an insurance or mutual fund company within thirty (30) days of receipt of a written notice from an individual employee. However, the employee shall save the Board harmless from any fiscal liability arising from the cessation of deductions.

3.9 Board Meetings

The Association will be mailed a copy of Board meeting agendas prior to meetings. A copy of Board minutes will be mailed to the Association promptly following such meetings. In order to present a proposal to the Board, the Association shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official representative of the Association may be recognized during Board meetings to offer comments germane to matters under consideration which would affect employees.

A copy of the Board agenda and exhibits (except those which cannot be released pending Board action, e.g., appointment of personnel) shall be sent to the Association prior to each regular meeting of the Board; a copy of the approved minutes of each meeting of the Board shall be sent to the Association.

3.10 Telephone

Using office telephones for official Association business or matters relating to this Agreement is permitted. No toll calls shall be permitted outside of the county, and local calls relating to the administration of the office shall be given preference, in the judgment of the appropriate administrator.

3.11 New Employees

The Board will provide to the Association a bi-weekly computer printout of the names, addresses, job locations, and job titles of new employees.

3.12 Employee Lists

As soon as possible, but no later than October 15 of any school year, the Board shall provide the Association with a list of all employees that shall include their names, job title, and building assignments.

3.13 Communication from Staff

The Association shall receive at least five (5) copies of all communications concerning salaries, wages, hours, and working conditions of employees which are given general distribution. The Association shall also receive at least five (5) copies of any policies or regulations that are to be included in the "Manual of Policies and Regulations."

The Office of Staff Relations, shall be sent at least five (5) copies of all communications pertaining to matters covered in this Agreement which are given general distribution to schools and employees at the time that such materials are picked up from the Association headquarters for delivery through the interschool mail delivery service.

3.14 BACE Association Representatives

3.14.1 BACE Association Representatives shall have the privilege of:

- a. Placing Association materials and those of MSTA and NEA in employees' mailboxes.
- b. Announcing Association meetings immediately following school/office announcements on the intercommunications system.
- c. Posting notices and materials on the Association bulletin board.
- d. Conducting polls, gathering information, recording membership votes, conducting elections, and other business necessary to the effective function of the Association in the school.
- e. Conferring with employees about problems, concerns and grievances, and advising employees of their rights and privileges under the terms of this Agreement, providing such activity does not interfere with the program of instruction.

3.14.2 When the building roster has been compiled by the principal or office head for normal use by the school and office, copies shall be made available to a representative of the Association.

3.14.3 BACE Association Representatives and members of the Board of Directors of the Association shall be permitted at least once a month to leave their work locations in time to drive to 4 p.m. meetings of the Association.

3.15 Agency Shop

An agency fee will be implemented when BACE attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the event that membership falls below 75%, representatives of the Board and BACE 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.

3.16 Exclusive Rights

For the duration of this Agreement, the rights and privileges enumerated in Article 3 shall not be accorded to any other association seeking to represent employees under Title 6, Subtitle 5 of the Education Article of the Annotated Code of Maryland.

3.17 Save Harmless

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and other liabilities arising from acts of commission or omission by the Association or its agents in respect to the provisions of items 3.7 and 3.8 of this article, and particularly in reliance of any list, notice of assignment furnished by the Association or its agents under any of the preceding provisions of items 3.7 and 3.8 of this article.

ARTICLE 4 Negotiations Procedures

4.1 Designation of Negotiators

Prior to November 1 of each year, the Board and the Association shall each designate in writing, to the other, the name of the chairperson of its negotiating team.

Prior to November 1 of each year, the Board and the Association shall each designate in writing, to the other, not more than four (4) other official representatives to serve on its negotiating team. The negotiating teams of the Board and the Association may have four (4) consultants in attendance at any time during the negotiating sessions. By mutual consent, the number of consultants on any given subject may be expanded. Notwithstanding the above requirement, the Board and the Association shall retain the right to replace the chairperson or members of their teams at their individual discretion.

4.2 Proposals

Requests by the Association and the Board to amend the existing Agreement must be submitted in writing no later than November 15 of each school year in which the contract expires.

4.3 Time Limit - Impasse

Negotiation of all items submitted must be completed by January 15 unless the impasse procedure provided in Title 6, Subtitle 5 of the Education Article of the Annotated Code of Maryland is used.

Should either party suggest an impasse, the procedures as provided in Title 6, Subtitle 5 of the Education Article of the Annotated Code of Maryland relating to impasse shall be followed.

If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of qualified panel members shall be made to the American Arbitration Association. All costs involving the neutral party shall be shared by the Board and the Association.

If the panel is activated, said panel shall, within thirty (30) calendar days, render a report setting forth its recommendations for the resolution of the impasse. The parties agree to cooperate with the panel and provide such information and assistance as it may request.

4.4 Ratification

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.

If the Agreement is not ratified by the respective bodies, either party may make recommendations for renegotiation. Either party may initiate a meeting for this purpose upon seven (7) calendar days' notice. This time may be reduced by mutual consent.

4.5 Meetings

Meetings during the regular negotiating period shall be scheduled by mutual consent. Either negotiating team may initiate such a meeting within five (5) calendar days' notice, in the absence of mutual consent. This provision shall prevail during a period of impasse as defined in Title 6, Subtitle 5 of the Education Article of the Annotated Code of Maryland.

4.6 Emergency Items

Emergency items may be negotiated other than during the regular negotiating period, upon the mutual consent of both the Association and the Board.

4.7 Meeting Places

Meeting places for negotiating shall be selected by members of the respective negotiating teams without restriction, except that reasonable steps shall be taken to assure privacy of discussion.

4.8 Fiscal Renegotiation

If the Baltimore County fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In the event that such negotiations are mandated, the parties agree to meet as soon as possible after the action of the fiscal authorities, but no later than June 2; and they agree to complete such renegotiation within five (5) calendar days.

If the parties are unable to reach agreement within five (5) calendar days, the impasse procedure provided by law shall be employed with the mutually agreed upon restriction that this impasse procedure shall not exceed ten (10) calendar days. This subsequent Agreement, including items agreed upon in the period of renegotiation, shall be direct and binding on all matters stated and referred to herein.

4.9 Printing and Distribution of Agreement

Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all employees. The parties shall prepare the final text of the ratified Agreement for printing and shall mutually share in the costs of printing. Distribution will be made by the Association.

4.10 Non-Arbitrable

A dispute related to this Article is not subject to arbitration.

ARTICLE 5
Grievance Procedure

5.1 Definitions

- a. Grievance: A complaint by an employee, or, in the event of an action affecting Association rights, the Association concerning the interpretation, application or alleged violation of an express provision of this Agreement.
- b. Grievant: The person or persons, or Association filing a grievance.
- c. Days: Refers to duty days unless otherwise specified.
- d. Time Limits: If the employer fails to answer within the time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

5.2 Purpose

It is the intent of the grievance procedure to find equitable solutions to complaints or problems at the lowest possible administrative level. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure. Nothing herein contained shall detract from the right of an employee to discuss any matter with his/her immediate supervisor or any other appropriate administrative officer. At any level of the grievance procedure, the grievant will be granted release time without loss of pay to attend level hearing if such are scheduled during the grievant's working hours. An employee may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation.

5.3 Procedure

Informal Level - Within fifteen (15) days of the event giving rise to the complaint, or within fifteen (15) days from the date that the employee could reasonably be expected to have knowledge of the complaint, he/she shall discuss, either orally or in writing, his/her grievance with his/her supervisor. Both parties will make efforts to solve the grievance at this informal level. The employee may have representation at this informal level of the grievance procedure at any meeting initiated by the employee.

Level I - If the grievance has not been satisfactorily resolved at the informal level, a written grievance may be presented on the appropriate form to the appropriate Executive Director or Administrator within ten (10) days following the reply at the informal level or thirty (30) days of the event if no reply is received at the informal level. If a grievance hearing is to be conducted it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Superintendent or his designee. The Executive Director or Administrator shall within fifteen (15) days or after the grievance meeting, if held, inform the grievant as to the disposition of the claim.

Level II - If the grievance is not settled at Level I, the grievant may move to Level II by written notice to the Superintendent or a designated representative within ten (10) days. If a grievance hearing is to be conducted it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Superintendent or his designee. The Superintendent or a designated representative shall within fifteen (15) days or, after the grievance meeting, if held, inform the grievant as to the disposition of the claim.

Level III - If the grievance is not settled at Level II, the Association, at the request of the grievant, may move the matter to arbitration. If such action is determined, the Association shall notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of the Superintendent's disposition of the claim¹.

5.3.1 Within ten (10) days after such notification of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve and hold a hearing within thirty (30) days. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

5.3.2 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. The arbitrator shall have no authority to add to, alter, detract from, amend, or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The parties further agree to accept the arbitrator's award, in writing, as final and binding on the aggrieved employee or employees, the Association and the Board.

5.3.3 The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

5.4 Grievance forms and attendant papers shall not be placed in an employee's personnel file which is kept in the Department of Personnel, and/or the employee's work location.

5.5 An employee may be represented at each formal level of the grievance procedure by the Association.

ARTICLE 6

Employee Rights and Working Conditions

6.1 Just Cause

No employee will be discharged, disciplined, reprimanded, reduced in rank, or compensation or deprived of any employment advantage without just cause.

6.2 Non-Discrimination

The provisions of this agreement shall not be applied in a manner arbitrary, capricious, or discriminatory in regard to race, creed, religion, color, national origin, age, sex, mental or physical impairment, or marital status.

¹As a result of the decision by the Maryland State Board of Education (Livers v. Board of Education of Charles County), cases pertaining to discipline and discharge shall no longer be subject to arbitration. Administrative review pursuant to Section 4-205(c)(4) of the Education Article will govern appeals. If legislation reverses the Livers v. Board of Education of Charles County decisions, cases pertaining to discipline and discharge shall be subject to arbitration.

6.3 Personal Life

The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may directly prevent the employee from properly performing his/her assigned functions during duty hours.

The participation or nonparticipation in religious, political, or employee association activities of an employee conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to his/her employment.

6.4 Charitable Contributions

No individual office quotas for charity campaigns will be established. Employees who do not plan to contribute do not need to return pledge cards.

6.5 Assault

Any case of assault upon an employee while acting within the scope of his/her duties shall be promptly reported in writing to his/her appropriate administrator who shall forward the report to the Executive Director. In situations requiring immediate attention, the administrator shall report to the Executive Director by telephone.

6.5.1 Upon receipt of the report, the appropriate administrator shall comply with any reasonable request from the employee for information in his/her possession relating to the persons involved, and will act in appropriate ways as liaison between the employee, the police, and the courts. The principal, Executive Director, or a member of the Superintendent's staff will appear with the employee at any consequent hearing.

6.6 Property Loss - Assault

In the event that an employee has any clothing or other personal property damaged or destroyed as the result of an unwarranted assault suffered in the course of his/her employment, the Board shall reimburse the employee the cost of repair or replacement value of such property, less any benefit from Workers' Compensation or insurance. This benefit shall have a five dollar (\$5.00) minimum clause.

6.7 Property Loss - General

The Board shall assume liability for the value of personal property destroyed, lost or damaged on their property as a result of an accident, vandalism, or theft under the following circumstances:

- a. The property was brought to work to be used as an adjunct to employment activities.
- b. Advanced permission to bring the equipment to work for a specified length of time was obtained in writing from the administrator, and such permission is renewed at least annually.
- c. A recent appraisal indicating the value of the item was filed with the administrator in advance.
- d. No coverage shall exceed five hundred dollars (\$500.00).
- e. Such coverage shall not apply if the negligence of the employee contributed to the loss.

6.8 Tuberculin Tests and Flu Shots

The Board shall make available, without cost to the employee, tuberculin tests and flu shots.

6.8.1 The Board shall make hepatitis B vaccine available at no cost to any employee who has been exposed to body fluids of a known carrier or body fluids of a student who has not been tested.

6.9 Health and Safety

The Board agrees that it shall maintain safe, sanitary, healthful working conditions and shall comply with state and federal regulations pertaining to such items.

Should an employee feel that a safety problem exists, he/she should report it immediately to his/her immediate supervisor. An inspection will be made as soon as possible. The employee involved shall be advised of the results of the inspection. The Board will continue to provide and maintain safety equipment and stress safe conditions.

6.10 Transportation of Students

Employees will not be required to transport students.

6.11 Parking

Parking facilities will be provided at each location for employees.

6.12 Seniority

Seniority shall be computed from the original date of hire or the adjusted hire date if applicable in the bargaining unit. The adjusted hire date shall be established by advancing the original date of employment in the bargaining unit a span of time equivalent to the employee's non-creditable service which shall have resulted from unpaid leave or layoff. Employees shall be notified in writing of any changes made in their adjusted hire date at the time of the adjustment. Former employees who return within twelve (12) months of their separation shall also have an adjusted hire date.

6.13 Progressive Discipline

Disciplinary action or measures shall consist of: oral reprimand, written reprimand, suspension, and discharge. In incompetency dismissal cases, however, suspension will not normally be a step in the process and demotion will be considered prior to discharge. Any disciplinary action or measure imposed may be processed through the administrative appeal process.² Where possible, progressive discipline is to be utilized; however, where the offense is deemed to be of gross enough nature, preceding steps may be waived. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, students, or the public.

²As a result of the decision by the Maryland State Board of Education (*Livers v. Board of Education of Charles County*), cases pertaining to discipline and discharge shall no longer be subject to arbitration. Administrative review pursuant to Section 4-205(c)(4) of the Education Article will govern appeals. If legislation reverses the *Livers v. Board of Education of Charles County* decisions, cases pertaining to discipline and discharge shall be subject to arbitration.

6.13.1 Discharge

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

Formal evaluation as described in Article 15 shall be the basis for termination for incompetency. A regular employee shall be given appropriate assistance and a reasonable period of time to show improvement. Before termination can be recommended, a second evaluation shall be prepared and shared in a conference with the employee. Employees shall be given two (2) weeks notice prior to termination.

6.14 Professional Growth

Representatives of the Board shall meet with representatives of the Association semi-annually to discuss suggestions for and location of in-service courses and other professional growth activities. The Board agrees to provide high quality in-service courses and/or staff development workshops for paraeducators and office professionals, with appropriate follow-up. Special consideration will be given to creating professional development opportunities that assist employees in becoming highly qualified. In addition, employees shall be allowed to apply for in-service courses provided for teachers. The Association shall appoint one (1) ex officio member to the office professional committee and one (1) ex officio member to the paraeducator committee responsible for the Professional Development Conference Allowance (PDCA) process.

6.15 Dispensing Medication

Employees designated to dispense medication in the absence of the nurse shall be made aware of the current policy and procedures.

6.16 Representation

When a meeting with an employee is being called for the purpose of suspension, demotion, or discharge, the employee shall be advised of his/her right to representation prior to the beginning for any such conference or meeting and be given time to arrange for representation.

6.17 School-Based Participatory Decision Making

In any school where school-based participatory decision making is occurring, opportunity for involvement of employees shall be provided as appropriate.

6.18 Substituting

No office professional shall be required to substitute for a teacher except in case of emergency. The use of paraeducators as substitutes will be in accordance with guidelines distributed by the Office of Staff Relations.

ARTICLE 7 Wages and Working Hours

7.1 Duty Year

The duty year for 10-month office professionals and for 10-month paraeducators shall consist of the same duty days as 10-month teachers, and shall include all holidays defined in Article 12.

The duty year for 12-month office professionals shall consist of all weekdays between July 1 and June 30 including paid holidays.

Central office employees will not be required to work more than two (2) of the days that the office is open when schools are closed for winter holiday and spring vacation, or other extended school closings except those necessitated by inclement weather or national emergency. Every effort will be made to obtain coverage on a volunteer basis. The schedule for these employees, to be worked out by the department heads, shall assure that an adequate staff is available at all times to carry out business operations. Central office employees shall be given compensatory time for any time worked during the winter holidays or spring vacation, or other extended school closings, except those necessitated by inclement weather or national emergency. School-based clericals do not work on days when schools are closed for winter or spring break.

7.2 Normal Duty Hours

The paraeducators' duty day shall be six and one-half (6 1/2) consecutive hours, not including a lunch period of thirty (30) minutes. The central office employees' duty day shall be seven and one-half (7 1/2) hours, not including a lunch period of forty-five (45) minutes. Flexible hours for central office may be established by mutual agreement between the employee and the employee's supervisor. School based office professionals' duty day shall be seven and one-half (7 1/2) consecutive hours, not including a thirty (30) minute lunch period. Whenever possible, the hours of a part-time employee shall be established by mutual agreement between the employee and the appropriate administrator; however, the needs of the instructional program must be given priority.

7.3 Overtime

Any employee who agrees to work in excess of his/her normal schedule shall be compensated by agreed upon compensatory time hour for hour or by cash payment as follows:

- a. Up to forty (40) hours per workweek -- (1) cash payment-employee's hourly rate or (2) compensatory time-hour for hour.
- b. Hours in excess of forty (40) hours per workweek --(1) cash payment-time and one-half employee's hourly rate or (2) compensatory time-one and one-half hours per hour.
- c. Any employee who earns compensatory time shall be provided the opportunity to use that compensatory time prior to the end of the school year for ten (10) month employees or the end of the fiscal year for twelve (12) month employees.

7.4 Compensable Non-Duty Week Days (Ten-month Office Professionals and Paraeducators Only)

This concept of compensable non-duty weekdays is applicable to those employed as paraeducators. Compensable non-duty week days are those days within the school year that are not holidays nor are they duty days. They are, however, days for which office professional employees and paraeducators are paid.

7.5 Breaks

Breaks, in addition to the lunch period, shall be provided. They shall be scheduled with the employee's immediate supervisor.

7.6 Inclement Weather

Employees shall be allowed to use personal business, compensatory time, or accrued vacation for absences directly related to inclement weather on days when schools are closed for students.

If there is a delayed opening of schools, paraeducators and 10-month office professionals shall not be required to report sooner than thirty (30) minutes prior to the delayed start of school. If schools are closed early, paraeducators may leave at the time of the school closing or as soon as all students leave the building.

ARTICLE 8 Absences and Leaves

The following leave regulations apply to all unit members. Terms used in this section are to be defined as follows:

- a. Appropriate Administrator: The professional employee to whom the individual reports.
- b. Calendar Days: All the days in the year, month, or pay period.
- c. Calendar Day Worked: The day on which the employee's shift began.
- d. Duty Days: The days an employee is scheduled to work.
- e. Non-duty Days: The days an employee is not scheduled to work; normally weekends, holidays, etc.
- f. Immediate Family: Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), father-in-law, grandson, granddaughter, mother-in-law, daughter-in-law, son-in-law, equivalent step family members, legal dependent, a person residing as a member of the household where the employee is making his/her home, or any other person so interpreted by the Board.
- g. Close Relative: Grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, uncle by blood or marriage, aunt by blood or marriage, niece by blood or marriage, nephew by blood or marriage, equivalent step family members, or first cousin.

8.1 Academic Activities

One (1) day shall be allowed for an employee to attend his/her own college commencement. The absence will be charged to urgent personal business leave.

One (1) day shall be allowed for employees to appear for examination for advanced degrees or professional licenses related to their employment. The absence will be charged to urgent personal business leave.

Utilization of this type leave requires one (1) week prior notification to the appropriate administrator in writing.

8.2 Adoption Leave

A full-time employee shall have six (6) weeks for adoption beginning with the day the child is received. The absence shall be charged to sick leave. If both parents are employed by the school system,

they may divide the use of paid adoption leave between themselves or either one may use the full six (6) weeks.

8.3 Bereavement Leave

Four (4) consecutive calendar days, beginning with the day of death, or the first day after death are allowed if the death is in the immediate family. One (1) additional day shall be allowed in those instances of delay of funeral, the need to travel excessive distances, or when required by the tenets of a religious denomination. If further days are needed, those days will be charged to urgent personal business. In unusual circumstances, there may be flexibility in the use of these days by mutual agreement between the employee and the Manager, Office of Staff Relations.

One (1) workday shall be allowed to attend a funeral of a close relative. One (1) additional day 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.

The employee is required to submit to the appropriate administrator a letter stating the relationship, the date of death, the date of the funeral, and the dates of absence.

8.4 Educational Leave

An employee with two or more years of satisfactory continuous service with the Board may be granted either a semester or year of educational leave for the purpose of furthering growth by means of further study or by other means as approved by the Superintendent.

8.4.1 Application for educational leave shall be made in writing prior to June 1, preceding the year for which the leave is required.

8.4.2 This leave is granted without pay.

8.4.3 Upon return from educational leave, the employee will receive the full yearly increment, provided he/she has fulfilled the plans approved by the Superintendent.

8.4.4 The number of educational leaves granted during any one year will be decided in the best interest of the school system.

8.5 Legal Commitments and Transactions

Employees may be absent without loss of pay to serve on a jury. In the event that compensation is received for this duty, the employee will receive his/her regular salary less said compensation.

An employee who is issued a summons from a legally established court may be absent without loss of pay unless he/she is a defendant in court proceedings. If such employee defendant is not found to be guilty or, in a civil case, disposition is in favor of the defendant by the court, he/she shall be paid retroactively for time lost because of the summons provided verification of the verdict is provided within thirty (30) days of the absence.

8.6 Absence for Maternity

The parties hereto intend to comply fully with the provisions of the Pregnancy Discrimination Amendments of the Civil Rights Act of 1964, as amended. An employee who is pregnant may use accrued sick leave prior to and following the birth of the child, subject to medical documentation indicating the physician's determination that the employee refrain from employment due to a disability

resulting from her pregnancy, childbirth, and/or complications thereof. An employee absent due to these reasons must return to work as soon as she is physically able. The Board reserves the right to request medical documentation of her disability and of her physical ability to return to work.

An employee who selects this option and whose earned sick leave expires prior to the birth of the child, or the time she is able to return to work, may request an unpaid leave of absence for a period not to exceed six (6) months from the effective date of leave (last duty day worked). Should it become necessary to extend the leave beyond six (6) months, the employee's position will no longer be held. Reinstatement in an appropriate position will be made as provided in Section 8.14.

8.7 Child Rearing Leave

If an employee does not desire to return to her position as soon as she is physically able to do so, following the birth of a child, or a father wishes to remain home to rear a newborn child, he/she may apply for a child rearing leave under the following conditions:

1. Requests for Child Rearing Leave of Absence shall be 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.

2. A Child Rearing Leave of Absence may be granted for a period of up to twenty-four (24) months following the birth of the child. Earned sick leave may be utilized by the mother on child rearing leave both prior to and after the birth of the child under the following conditions:

(a.) A statement by a doctor must be attached to the application stating the date the employee must stop work for medical reasons.

(b.) In the event that more than six (6) weeks earned sick leave is required after the birth of the child, the doctor must furnish an additional statement indicating a condition of continued disability.

3. A Child Rearing Leave of Absence may be granted for a period of up to twenty-four (24) months for the adoption of a child. Such leave becomes effective following the last day of employment. Earned sick leave may not be utilized during leave of absence for adoption.

4. Before she returns to duty, the mother may be required to present a doctor's certificate stating that she is able to resume her regular work.

5. The unused sick leave of an employee who has been granted a Child Rearing Leave of Absence will be held in abeyance until such time as he/she returns to active status.

8.8 Military Leave

a. All employees who have volunteered or who have been called for military duty shall be given a leave of absence covering their period of service in the Armed Forces of the United States.

b. Short-term - Employees who lost time due to obligatory short-term emergency or annual unit training duty with the National Guard or military reserves may be granted leave with regular pay consistent with their official military orders up to a period of fifteen (15) working days per annum. During the fifteen (15) day period, accrual of benefits will continue. In order to implement this policy, the employee must present the Board with a copy of his/her military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated. If a 10-month employee has an option as to when he/she participates in short-term duty, he/she shall do so at the time which has least conflict with his/her professional duties.

c. Active-duty - The Board will continue to pay its share of the health and dental benefits for the family of the employee called to active duty for up to one (1) year, provided the employee was enrolled in the appropriate coverage at the time of the order.

d. Extended active duty - Military leave may be granted to any employee entering one of the military services of the United States. Upon completion of his/her military obligation the employee shall, within a reasonable length of time, be reinstated to his/her previous position, one of similar scope and complexity, or to an advanced position for which the Director, Department of Personnel believes the employee is qualified by virtue of his/her service, experience, and training. Where the employee is returned to his/her former job classification, the employee shall be entitled to all annual increments (allowable in his/her salary grade) for which the employee would have become eligible had his/her employment been continuous.

The above applies providing:

1. The returning veteran has been separated under honorable or general conditions. Veterans separated under other than honorable (undesirable, bad conduct, or dishonorable) conditions shall forfeit their rights under this policy.

2. The veteran applies for reinstatement within ninety (90) days of separation.

3. The service period has not been voluntarily extended beyond four (4) years' total active duty since August 1, 1961.

4. The veteran is still qualified to perform the duties of his/her former position or one of similar scope and complexity.

5. It is possible and reasonable to reinstate the veteran. Should the type of work formerly performed by the veteran no longer be required by the employer, or should all suitable positions be filled, the veteran shall be considered for future suitable openings.

6. Employees who are ordered to extended active duty shall be compensated for lost time up to fifteen (15) working days.

e. Employees returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.

f. Salary credit for military service for employees new to the system may be granted up to a maximum of two (2) years.

g. A reasonable effort shall be made to reinstate to a comparable position an employee who resigned to accompany a spouse while on military duty, provided that the employee had completed any probationary period in the system at the time of resignation. Service of the spouse shall not have been voluntarily extended beyond four (4) years' total active duty and the employee must have applied for reinstatement within ninety (90) days of the separation of the spouse from service.

8.9 Urgent Personal Business Leave

a. Each employee shall be entitled to up to five (5) days per year for urgent personal business leave. A written statement of intent to be absent shall be submitted to the principal (or other appropriate administrator) at least twenty-four (24) hours prior to the expected absence. The principal (or other appropriate administrator) may make exception to the twenty-four (24) hour requirement in

case of demonstrated need. Urgent personal business leave must be used only to conduct personal business of any nature that cannot be scheduled on a non-duty day. Urgent personal business leave may not be used on consecutive duty days except with permission of the principal (or other appropriate administrator).

b. A personal business leave day may not be used immediately preceding or following a holiday except upon special permission by the appropriate member of the Superintendent's Staff.

Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

8.10 Special Religious Observance Leave

Employees will be permitted a total of five (5) days for religious holidays. These five (5) days shall be comprised of two (2) days for religious holidays and three (3) days for personal business. The two (2) days of religious holiday are not cumulative. In determining these holidays, the Superintendent of Schools will request verification from appropriate religious authorities of the requirement to be absent from the worksite to fulfill religious obligations. Should religious authorities verify that more than five (5) days are needed by the employee, the employee shall have the option of paying a substitute employee's pay for the additional day(s) where applicable. If a substitute is hired, the employee outlay will be the lesser of the actual cost of the substitute or the current rate for a degreed daily teacher substitute. The day(s) shall not be subtracted from the employee's accumulated sick leave. The employee is required to submit one (1) week in advance to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday.

8.11 Sick Leave

Any employee needing to utilize sick leave must contact his/her immediate supervisor prior to or during the first hour of each day of absence, stating the necessity for the absence so that time records can be properly maintained and work schedules realigned. Where a relatively long period of absence is anticipated, the employee need only contact his/her supervisor on the first day of the absence but must state at the time the estimated date of return.

The employee is required to submit to the appropriate administrator a letter or a suitable form giving the reason for absence.

Employees may be absent without loss of pay, within the limits stated below. Absences shall be charged to sick leave.

A full-time ten (10) month employee during the first fiscal year shall be advanced ten (10) days of sick leave. A twelve (12) month employee shall be advanced twelve (12) days during the first fiscal year.

A full-time ten (10) month employee, after the first fiscal year, shall be advanced fifteen (15) days of sick leave. A full-time (12) month employee, after the first fiscal year, shall be advanced eighteen (18) days of sick leave.

Sick leave shall be prorated for employees who have been in duty status for less than twelve (12) months.

A new employee or a rehire must be on duty at least five (5) qualifying months during a fiscal year to be eligible the following year for the higher advanced rate of sick leave.

A regular part-time or ten (10) month employee shall be advanced sick leave in proportion to the time worked.

All unused sick leave is cumulative.

An employee on less than a twelve (12) month schedule, who is employed for additional periods of duty on a temporary basis, is permitted to use sick leave during these periods. Such an employee shall receive sick leave for the additional term of employment in proportion to the time worked.

An employee on leave of absence requiring Board action shall not be advanced sick leave.

An employee who becomes seriously ill while on vacation may have his/her vacation extended or take vacation at a later date. A serious illness is one that requires hospitalization or is of prolonged nature. This illness must be confirmed by the attending physician.

An employee who, while on vacation, has a death in the immediate family, or of a close relative, may have his/her vacation extended or take vacation at a later date. An employee who leaves the employ of the Board will be granted sick leave days accumulated during prior service if he/she returns to duty within one (1) year. Ten (10) month employees who resign as of June 30 of any calendar year are eligible for such credit, provided they are re-employed the first duty day in September of the following calendar year.

When an employee is granted a leave of absence requiring Board action, his/her accumulated sick leave days are held in abeyance until he/she returns to duty. Upon return to duty, the employee will be granted sick leave days according to the policies in effect, but he/she will not lose his/her earned length of service for accumulation purposes. In matters concerning leave of absence because of illness, the Superintendent may require a written certificate from a physician as proof of illness and need for leave.

8.11.1 Family Illness Leave

Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of four (4) days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of eight (8) days of such leave. The Manager of the Office of Staff Relations may approve additional days of Family Illness leave if the employee has sufficient personal sick leave, and can provide medical documentation of the family member's illness and the necessity for assisting the ill member of the family.

8.12 Unusual or Imperative Leave

Employees may be granted leave up to one (1) year without pay for unusual or imperative reasons where no other leave program is applicable. This leave may be granted by the Board and approval must be secured before absence occurs.

During this leave the employee may continue participation in the Board of Education Employee Insurance Plan by assuming full premium costs. The employee may neither withdraw nor make contributions to the Retirement System.

General Provisions

8.13 Benefit Continuation

While on approved unpaid leave of absence, insurance coverage may be maintained through payment of premium by the employee.

8.14 Reinstatement

Upon the expiration of a leave or written notification that the employee is ready to return from leave the employee shall be returned to his/her prior position if the leave has been for six (6) months or less. If over six (6) months and his/her prior position has been filled, the employee will be included with the employees to be involuntarily transferred or laid off employees and shall, in order of length of service, be offered any and all vacancies which may exist within his/her prior grade for which the employee may qualify. Should no vacancies exist for which the employee qualifies, offers will be extended as soon as they do become available prior to the employment of a new employee. An employee returning from leave shall be assigned no later than the beginning of the next school year. If necessary, the layoff provisions of Article 17 shall be invoked with the newly created vacancy utilized to place the individual being reinstated provided that employee would not otherwise have been laid off. An employee returning from an approved leave of absence shall be reinstated with all the rights, privileges and status accrued at the time of the effective date of leave and not utilized in the course of the leave. Failure to accept one of the positions offered, or the position offered in the case of only one position being available, will mean that the Board will have fulfilled its responsibility and will be under no obligation to make additional offers. The employee's name will be removed from the list.

8.15 Sick Leave Bank

The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank after the member's accumulative sick leave has been exhausted.

The definition of sick leave shall be that leave that is granted to an employee who through personal catastrophic illness, injury, or quarantine is unable to perform the duties of his or her position. Sick leave from the bank may not be granted for the period of disability when monies are paid to the employee under Workers' Compensation Law.

A three-member approval committee, consisting of members selected by the Association, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests, and communicating its decision to the member and The Office of Employee Benefits and Risk Management. The committee shall have reasonable discretion in requiring a doctor's certification of disability and in establishing special limits or provisions for certain disabilities. The committee shall develop its rules of procedure and general criteria for approval. Upon approval of the rules and criteria by the Association and the Superintendent, the committee shall give the rules wide distribution.

The Office of Employee Benefits and Risk Management shall verify bank grants as being within the limits of the bank balance, that the illness is of a catastrophic nature and that sick leave is exhausted. Requests meeting the above will be approved and forwarded to the Office of Payroll as authorization for payment.

The bank may be used only by the individual contributor for his or her personal disability.

The bank may not be used for disabilities of other members of the contributor's family.

The bank may not be used by the contributor to remain away from his or her position in order to assist a member of his/her family who is ill.

Only earned sick leave may be contributed to the bank; vacation and personal leave may not be contributed.

Contributions can be made between July 1 and September 30 of any given year.

Employees returning from leave will be permitted to contribute to the bank on approval of the committee. New employees will not be eligible to join during their first year of employment. A twelve (12) month employee may join the sick leave bank only after having accumulated twenty-five (25) days of sick leave including the number of sick leave days advanced for the coming year.

A ten (10) month employee may join the sick leave bank only after having accumulated twenty-two (22) days of sick leave including the number of sick leave days advanced for the coming year.

A new employee who was a Board employee in another bargaining unit in Baltimore County and who was a member of a sick leave bank in another unit at the time of receiving employment in the BACE bargaining unit shall be eligible to join the bank immediately.

All full-time employees on active duty in the Baltimore County Public Schools for which the Association is the exclusive agent are eligible to contribute to the Sick Leave Bank.

The rate of contribution for members shall be based on the following schedule:

22 to 120 days of accumulated sick leave.....1 1/2 days

121 to 180 days of accumulate sick leave.....1 day

181 or more days of accumulate sick leave....1/2 day

The initial contribution to the bank will be made at the time of joining the bank, and future contributions will be based on need as recommended by the Sick Leave Bank Committee and agreed upon by the Board of Directors of the Association and the Superintendent.

Contributors must use all accumulated and anticipated sick leave days before applying for leave from the bank. The total time a person may draw on the Sick Leave Bank is one (1) year including duty days, holidays, and CNDWD or vacation days but does not include the other days the employee does not normally work. Vacation may not be accrued while in the sick leave bank.

A contributor will lose the right to utilize the benefits of the bank only by:

- a. Termination or suspension of employment in the Baltimore County Public Schools
- b. Cancellation of participation by the member on the proper form at any time
- c. While on approved leave of absence
- d. Transfer to a position of another unit within the school system.

The existence of the bank and participation by an employee in the bank does not negate or eliminate the rights of individual employees who participate in the bank to other sick leave benefits as specified in this Agreement.

All donations will remain in force and cannot be returned even upon cancellation of membership.

Members shall be permitted to use the bank for personal illness after sick leave is exhausted. The bank can be used on the fourth duty day of absence during the member's disability. The three (3) day deductible will apply to each disability but will be waived for relapses of the same disability. The maximum number of sick days that can be granted in any one (1) fiscal year will be the remaining number of duty days a member is scheduled to work plus included holidays and CNDWD or vacation days they would normally accrue during this period. In no case will the granting of leave from the bank cause a member to receive more than his or her annual salary.

The number of accumulated sick leave days available to a member at any time for any purpose will not include the number of days which the employee has contributed to the bank.

All unused sick leave days in the bank at the end of the fiscal year shall be carried over to the next fiscal year.

An individual eligible for disability retirement may not use the provision of the sick leave bank to postpone that retirement.

If the provision of the sick leave bank should be terminated, the bank balance shall be returned to the then current members of said bank proportional to the rate collected in the last assessment, excluding those individuals who have utilized said bank in the last three (3) years.

8.16 Workers' Compensation

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board physician the employee will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve (12) months, and no part of such absence will be charged to his/her annual or accumulated sick leave. If disability persists after the twelve (12) month period, the employee shall be placed on leave-of-absence and disability payments will commence consistent with the amount covered by Workers' Compensation Law. The employee, on termination of service with the Board of Education, who has indebtedness for advanced personal injury leave pay, must reimburse the Board for the amount of indebtedness.

8.16.1 The Board will continue to pay its share of the cost of health insurance for an employee receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury benefits.

8.16.2 An employee on Workers' Compensation may accrue up to one year of service credit in determining his/her salary, including longevity, or vacation eligibility. These advance credits will become effective upon employee's return to work. Vacation time will be accrued at the normal rate for one year during disability leave. If such disability leave extends beyond one year, vacation time will not be accrued during the extended time.

In the event an employee is declared to have a permanent total disability verified by the Board's physician, he/she shall receive a contribution toward the premium for health and life insurance, commensurate to an employee retiring with 30 years of service.

ARTICLE 9
Insurance Benefits

Basic Plan Life Insurance

9.1 The Board will pay 100% of the premium for \$10,000 life insurance.

Optional Plan Life Insurance

9.2 For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings, rounded up or down to the nearest \$1,000 increment. Increments are equal to .25 times the employee's basic annual earnings starting at .50 times the employee's basic annual earnings. The minimum amount available for additional coverage, therefore, equals .50 times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) times the employee's basic annual earnings or \$400,000. Optional life insurance coverage shall be available to employees by payroll deduction.

Section 125 Plan

9.3 The Board shall provide for employee contributions to life, health, dental insurance programs, and employee premiums for cancer/intensive care insurance, and catastrophic insurance to be made with pre-tax dollars under Section 125 of the IRS Code. The Board shall provide for additional coverage under Section 125 as indicated in the Flexible Benefits Plan described later in this article.

9.3.1 The Section 125 Plan administrator shall be jointly determined by the Board and the employee organization(s) representing covered employee.

Flexible Benefits Insurance Program

9.4 A flexible benefits insurance program shall be offered to employees, along with flexible spending accounts established under Section 125 of the IRS Code. Part-time employees hired before 7/1/77 who work at least one-half time are eligible to participate with the Board contributing the same share as it does for full-time employees. Part-time employees hired after 6/30/77 who work at least one-half time are eligible to participate with the Board contributing a prorated portion of the premium determined by the percent of time worked. Part-time employees who work less than half time are eligible to participate but assume full cost for participation.

9.4.1 Beginning each May, employees will be afforded a minimum 3-week period to select their benefits and type of coverage. Every effort will be made to complete the open enrollment process before the last duty day for ten-month employees.

9.4.2 Each benefit option will have a "price tag" or cost to an employee if that particular benefit is selected. All employee contributions will be on a pre-tax basis. This means that federal and state income taxes and FICA tax will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 form. Employee contributions will be included in annual salary for retirement and life insurance purposes.

9.4.3 An employee may make employee contributions to a Dependent Care Spending Account provided the employee meets requirements prescribed by federal regulations. The account may be used, during the plan year for which the contributions were made, for tax-free reimbursement of qualifying expenses for the care of dependents to enable the employee to work. Any amounts remaining in the account at the end of the plan year will be forfeited.

9.4.4 An employee may make employee contributions to a Health Care Spending Account for tax-free reimbursement of qualifying health-related expenses incurred during the plan year for which the contributions were made and not paid by insurance. Any amounts remaining in the account at the end of the plan year will be forfeited.

9.4.5 The Board shall make qualified reimbursements from flexible spending accounts on a semi-monthly basis.

Health Care Options - Flexible Benefits Plan

9.5 The specific coverages 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.

9.5.1 Option 1 is a triple option plan. The employee will be able to select, at the time service is needed, a triple option (POS, PPO, indemnity) plan. The employee price tag will be 10% of the annual premium through 2006-2007 according to the schedule in Appendix B.

The Board shall provide a discount prescription card for 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 through 2006-2007 shall be \$13.00 per prescription for generic drugs.

9.5.2 Option 2 Employees may choose to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO. The employee will pay ten percent (10%) of the cost of the annual HMO premium for each market through 2006-2007, provided it is the exclusive HMO vendor in the market. When two (2) or more HMO's are offered in a market, the employees' cost will be calculated on the difference between the cost of the lowest annual premium of the HMO's offered in the market and the Board's contribution. A prescription drug benefit is included with each HMO offered. The employee price tag will be according to the schedule in Appendix B.

9.5.3 Option 3 is a Medicare Supplement Plan with specific coverages comparable to the existing plan. This plan will only be available to retirees who have attained the age 65. The Medicare-eligible retiree price tag will be according to the schedule in Appendix B. The limit on major medical coverage shall be \$300,000. The major medical cash deductible shall be two hundred fifty dollars (\$250) per family member, shall be limited to two (2) per family benefit year, and shall be limited to a total deductible of six hundred dollars (\$600) per family. The major medical coverage shall provide for 80/20 co-insurance up to \$2000 with 100% payment thereafter in each benefit year. The maximum out-of-pocket cost to the retiree for major medical will be six hundred fifty dollars (\$650) per individual per year of deductibles and co-insurance.

Adult Hearing Aids

9.5.4 Beginning in 2003-2004, coverage for adult hearing aids will be included in the health plans offerings provided by the Board. The incremental annual cost for the benefit for medical-eligible retirees will be 90% paid by the retiree.

Health Insurance - Family of Deceased Employee

9.6 The Board will pay full premiums for health insurance for the spouse and/or family of any employee who dies in service, for a period of one year, providing the employee was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

Health Insurance - Retired Members

9.7 The Board shall contribute toward the premiums for health insurance or an optional HMO for retirees with ten (10) years or more of service with the Board who retire under the Maryland State Teacher Retirement or Pension System. Specific price tags for available plans will be according to scheduled contained in the Retiree Enrollment Guide. Contributions by the Board shall be made in accordance with the following schedule:

Options 1 & 2 Option 3 (Only for Retirees age 65 or over)

10-19 years of service	50%	30%
20-29 years of service	75%	55%
30 or more years of service	90%	70%

9.7.1 The Board shall reimburse employees or retired employees who have attained the age of 65, for their cost of Medicare - Part B (Medical) in accordance with the following schedule:

10-19 years of service	30%
20-29 years of service	55%
30 or more years of service	70%

9.7.2 The Board shall continue to provide the payment set in Section 9.7 or 9.7.1 for one 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

9.8 The Board shall offer three dental plans, a) Traditional Dental Plan, b) Preferred Provider Dental Plan and C) a Dental HMO.

9.8.1 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 June 30, 2007. The employee price tag will be according to the schedule in Appendix B.

9.8.2 The specific coverages 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 employees.

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

Vision Plan

9.9 The Board shall provide an optical plan jointly selected by the Board and the employee organizations.

Insurance Plan Carriers

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

ARTICLE 10
Educational Assistance Benefits

The Educational Assistance Program is designed to provide financial assistance to permanent employees who have successfully completed their probationary period and who are employed fifteen (15) hours per week or more. The Educational Assistance Program is for employees who wish to attend outside training courses to improve performance in their present position or to prepare themselves for a career ladder promotion within the educational system.

An employee must file a *Request for Course Approval Form* obtained from the office of the principal or other appropriate administrator to secure the prior approval of the appropriate member of the Office of Personnel to be eligible for reimbursement. Employees shall be eligible for up to one hundred dollars (\$100.00) per credit hour for tuition upon presentation of Grade C or better for approved requests. Only nine (9) semester hours will be honored per fiscal year. However, in programs requiring more than nine (9) credits per year, the nine (9) credit limit will be waived.

Employees on approved leaves of absence upon returning to active service shall be eligible for reimbursement for courses taken while on leave in accordance with the other provisions of the Article.

ARTICLE 11
Transportation Reimbursement

The authorized use of an employee's personal car for transportation to accomplish his/her assigned duties shall be reimbursed at the rate established by the Internal Revenue Service. The use of a personal automobile may be authorized for:

- a. Attendance at a meeting called by an appropriate administrator.
- b. Banking and Post Office business.
- c. Travel from one work location to another at the direction of the appropriate administrator.
- d. Staff development activities held during the regular day.
- e. Employees assigned to two (2) or more locations on any given day will be reimbursed for the total mileage incurred less the normal round-trip commuting distance to the closest school or office to which the employee is assigned.

Reimbursement will be made subject to completion of the necessary form. No reimbursement of less than fifteen dollars (\$15.00) will be paid to an employee during any period of three (3) months or less except that the final mid-year and final reimbursement may be less than fifteen (15) dollars.

Expense reports for July 1 to December 31 must be submitted by January 15. Expense reports for January 1 to June 30 must be submitted by July 10.

ARTICLE 12
Holidays

12.1 The following days shall be recognized as holidays by the Board:

Independence Day
Labor Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King, Jr.'s Birthday
Good Friday
Easter Monday
Memorial Day
Election Days (Baltimore County)

The list of holidays is for information only and not open to the grievance procedure.

The school calendar shall be established by the Board of Education in accordance with Article 7-103 of the Annotated Code of Maryland and other applicable laws.

12.1.1 If an employee is absent in unpaid status on his/her duty day prior to (a) holiday(s) and his/her duty day following (a) holiday(s), no salary payment will be made for such (a) holiday(s). A new employee, or an employee returning from leave shall not be eligible for holiday pay unless he/she has been in pay status on the duty day immediately prior to the holiday. An employee who resigns or is terminated prior to a holiday shall not be paid for that day.

12.2 School based office professionals shall receive compensatory time on a day for day basis, if an extended school closing which appears on the school calendar is eliminated because of the need to meet statutory requirements for pupil days.

12.3 Employees whose normal retirement date immediately follows a holiday period shall be paid for the holiday.

ARTICLE 13
Vacations
(12-month Office Professionals and 12-month Paraeducators Only)

13.1 Regular full-time employees with less than five (5) years of service shall accrue paid vacation credit at a rate of .416 normal workday for each pay period of qualifying employment to a maximum credit of ten (10) normal workdays per year.

13.2 Regular full-time employees with five (5) years of service, but less than ten (10) years of service shall accrue paid vacation credit at a rate of .625 normal workday for each pay period of qualifying employment to a maximum credit of fifteen (15) normal workdays per year. Accrual at the new rate begins on the fifth anniversary of employment. Vacation accruals will be made on twenty-four (24) specified biweekly pay periods for twelve (12) month employees.

13.3 Regular full-time employees with ten (10) or more years of service shall accrue paid vacation credit at a rate of .833 normal workday for each pay period of qualifying employment to a maximum credit of twenty (20) workdays per year. Accrual at the new rate begins on the tenth anniversary of employment.

13.4 A qualifying pay period of employment shall be any pay period in which the employee was in qualifying pay status for a minimum of sixty percent (60%) of the period. Qualifying pay status shall include: hours worked, use of compensatory time, vacation, paid holidays, and paid leave.

13.5 In determining vacation schedules, effort shall be made to comply with the wishes of the employee. It must be recognized, however, that work schedules must be met, and when there is an unreconcilable conflict between work schedule and desired vacation schedule, the former will be dominant. Vacation shall be requested in advance and approved by the appropriate administrator.

13.6 Vacation payments shall be calculated at the current regular rate and on the basis of a normal workday.

13.7 Accumulated days will be capped at forty (40) vacation days.

a. Convenience of the Employee - With approval of the appropriate administrator, an employee may accumulate a maximum of one-half (1/2) of his/her accrued vacation days. In order to acquire permission to accumulate vacation, an employee must submit to the appropriate administrator the reason for the use of the accumulated vacation days.

b. Convenience of the Employer - When the responsibilities of an employee make it impractical to use all of his/her vacation time prior to July 1, following the end of the fiscal year in which it was earned, permission may be granted to use the time after said date, with the approval of the appropriate administrator.

13.8 A vacation in excess of that normally allowed requires the accumulation of the additional days, plus the written approval of the appropriate Executive Director. Such written approval for an extended vacation shall be filed with the Department of Payroll. Normally, an extended vacation shall be limited to thirty (30) days. Under unusual circumstances, the Superintendent of Schools may grant permission for a vacation in excess of thirty (30) days, to a maximum of forty (40) days in order to take a trip of such duration.

13.9 Earned vacation credits shall not be used to extend employment beyond the last day worked except in case of retirement.

13.10 Vacation credits shall not be charged to holidays or normally nonscheduled days.

13.11 At the time of termination, an employee shall be paid for the vacation time earned during the current fiscal year, plus approved accumulated vacation time.

ARTICLE 14
Employee Files

14.1 Upon written request to the appropriate personnel officer, each employee 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 employee's request, a witness of his/her choice may accompany the employee in such a review. The review shall be made in the presence of the personnel officer responsible for the safekeeping of such files.

14.2 Any employee shall have the right to answer in writing any complaint filed in his/her personnel file, and the answers shall be attached to the complaint and reviewed by the Superintendent or his/her designated representative.

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

14.4 Facilities shall be available for the employee to make Photostat copies of such contents and records, except in circumstances beyond the control of the administrator.

14.5 Any personnel files maintained other than in the central file shall be available for review by the employee, at a time mutually convenient to the employee and the appropriate administrator. At the employee's request, a witness of his/her choice may accompany the employee in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.

ARTICLE 15
Evaluation

15.1 Formal evaluation including a conference must be made a minimum of once every two (2) years. Employees should be provided with feedback on their performance each year. The standard evaluation form will normally be used every other year. In a year when the standard form is not used, the feedback shall have no rating attached to it. In any fiscal year in which an employee is not evaluated, it shall be assumed the employee's performance was no less than the last written evaluation.

15.2 The evaluation shall be based on the conclusions and assessments reached by the evaluator. In the event an employee is assigned to more than one location, the home administrator shall be responsible for submitting the evaluation form. All administrators should provide input to the home administrator prior to the completion of the form.

15.3 The evaluation shall be based on observations of the employee's work performance. Less than satisfactory performance shall be discussed with the employee. Specific suggestions for improvement shall be given so that the employee may have an opportunity and sufficient time, as indicated by the appraisal team, to improve.

An employee shall be given the name and specific complaint of any person who complains about the employee within a reasonable time if the complaint is to be given any consideration in the employee's evaluation. No employee shall receive adverse comments from any observer in the presence of pupils, parents, other nonsupervisory employees, or at public gatherings.

15.4 Provision shall be made for an overall assessment by the evaluator which clearly indicates a satisfactory or unsatisfactory rating. No employee shall receive a rating on the evaluation less than satisfactory without having received earlier written suggestions for improvement in the area of weakness

and having been given an opportunity to show improvement. An overall evaluation rating may not be lower than the previous rating unless the employee has received advanced warning of a possible reduction and an opportunity to show the necessary improvement.

15.5 The written evaluation report shall be shown to the employee within ten (10) days subsequent to the aforementioned conference. The employee shall sign the report within three (3) days and receive a copy thereof. Such signature will not, however, necessarily indicate agreement with the evaluation. Provision shall be made for written comments and reactions by the employee which shall be attached and become a part of the evaluation report.

15.6 Matters relating to evaluation may be subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedure.

ARTICLE 16

Job Security and Transfers

16.1 Assignment and Transfer

An employee who is transferred to a position of the same job classification shall be paid at the same rate he/she was receiving at the time of transfer.

An employee who is involuntarily transferred to a position in a new classification in a lower pay grade due to the abolishment of his/her former position shall be paid at his/her former rate for a period of one (1) year from the date of the transfer. During this period, efforts will be made to restore said employee to his/her former grade. After this period, his/her rate of pay will be adjusted to the appropriate step of the new grade.

Should the transfer to a lower pay grade, in the same salary schedule, be requested by the employee, he/she shall be placed on his/her current step on the salary schedule for the new grade. Any transfer under this provision is subject to the grievance procedure only for reasons of arbitrariness or failure to follow procedures.

Employees receiving a promotion or voluntary transfer shall be allowed to move to their new position as soon as possible.

16.1.1 Voluntary Transfers

Employees who desire a transfer to a position in their same pay grade for which they qualify shall fill out a transfer request and forward the request to the Department of Personnel by the last student attendance day or within seven (7) week days after learning that he/she is to be involuntarily reassigned. If such notice was provided fewer than seven week days prior to the last student attendance day, or provided after the last student attendance day. Employees may also use the transfer roster to request to move from part-time to full-time positions and from full-time to part-time positions. Should an employee decline to be considered for a position or more than one offer for placement in an area or a specific location that he/she had requested or receive a voluntary transfer, the employee's name will be removed from the transfer roster until the annual registration.

The employees on the transfer roster who have requested transfers within their grade for which they qualify will be referred to the appropriate administrator for review, provided the employee has demonstrated satisfactory competency. Among the data shared with the administrator at the time of referral will be the employee's adjusted hire date. When four (4) or more eligible employees have applied

for the same position, the selection will be made from within this group except where the need to maintain balanced staffing is demonstrated. Where experience and competency are equal, seniority will prevail in the selection between two or more employees. Positions will be posted as indicated in Section 16.4.

A probationary employee who is transferred to a job of an identical classification level as the one in which he/she received his/her initial appointment will continue the probationary period already in existence and shall not be subject to starting a new probationary period.

16.1.2 Administrative Transfers

Administrative transfers may be made by the Superintendent, as the needs of the schools require. Notification of an administrative transfer will be given to an employee as soon as possible but not less than 20 calendar days, except in case of emergency, in advance of the intended transfer. An administrative transfer will be made only after a meeting between the employee and the appropriate administrator/supervisor at which time the employee shall be notified of the reason for the transfer.

16.1.3 Involuntary Transfers

In the event of an involuntary transfer as required by the needs of the school system, the following guidelines will be observed:

a. When an employee who is performing satisfactorily is transferred involuntarily, he/she will be included with the employees to be involuntarily transferred, laid off personnel and employees returning from leave and shall be considered for any and all vacancies which may exist within his/her prior classification for which the employee may qualify. Employees may submit a list of worksites in preferential order for which they wish to be considered.

b. Where a transfer has not been requested and the transfer results from a reduction in the number of employees at a work site, the Director of Personnel, or his/her designated representative, shall discuss the reason for such transfer with the employee involved prior to the implementation of the transfer. The employee may list worksites for which he/she wishes to be considered. When more than one clerical employee in an identical classified position is employed at a given school/office, the employee to be transferred shall be the one with the least seniority, except where the need to maintain balanced staffing is demonstrated.

When more than one paraeducator is employed at a given school/office, the employee to be transferred shall be the one with the least seniority, except where the need to maintain balanced staffing is demonstrated.

Employees involuntarily transferred shall remain on the transfer roster.

When an employee is transferred involuntarily after the beginning of the school year, he/she may elect to be included on the excess list for the following school year. Involuntarily transferred office professionals and paraeducators requesting a transfer to another position shall be considered for appropriate vacancies simultaneously.

16.1.4 Acting Positions

When an employee is voluntarily assigned duties of a higher skill or responsibility than is normally associated with his/her job classification during a temporary emergency he/she shall be compensated at the appropriate rate for the assigned job when such an assignment exceeds one (1)

calendar week, retroactive to the date of assignment. The employee's records shall reflect placement in the higher classification in an "acting" capacity. Such an assignment must be made in writing by an appropriate administrator authorized to make a salary change.

Emergency temporary assignments do not need to be posted. Should the position develop into one of a permanent nature or the emergency temporary assignment exceeds six months, the job must be posted and a selection made in accordance with promotional procedures.

16.2 Promotions - Demotion

Promotion – Promotions from one pay grade to either of the next two (2) consecutive pay grades on the same salary schedule shall be made in such a manner that the employee promoted shall move to their current step on the salary schedule for the new pay grade. If the promotion is more than two (2) pay grades, the new rate shall not be less than 10% over the rate received immediately prior to such promotion. In no case shall the employee receive less than the minimum of the new grade.

Demotion - When an employee is demoted, his/her pay shall be adjusted in a manner opposite to a promotional adjustment. If a recently promoted employee must be demoted within six (6) months of his/her placement in the new position, he/she will be returned to his/her grade and step immediately preceding the promotion.

16.3 Probation

All new employees shall serve a ninety (90) calendar day probationary period without any right of appeal. This period may be extended to one hundred twenty (120) days, or in the case of health assistants*, to one hundred eighty (180) days at the discretion of the appropriate administrator. One (1) month prior to the date an employee completes his/her probationary period, his/her supervisor will evaluate the employee's performance. It is the responsibility of the supervisor to complete this evaluation and indicate whether the employee should be placed on permanent status, receive extended probation, or be terminated. The Office of Personnel Office will be notified of this decision three (3) weeks (15 duty days) prior to the completion date of the probationary period. In the event termination is recommended, a two (2) week (10 duty days) notice shall be given to the employee. The employee shall have no right of appeal through the grievance process.

*As a result of certification and training requirements imposed by the Maryland State Board of Nursing through the Department of Health and Mental Hygiene, health assistants shall serve a one hundred eighty (180) calendar day probationary period consisting of two (2) consecutive ninety (90) day periods. All existing notice and evaluation requirements listed above shall remain in force for the initial ninety (90) day period. At the end of this initial period, the supervisor must either terminate the employee or continue employment for the second ninety (90) day period. The extension to a one hundred twenty (120) day probationary period shall not be an available administrative option regarding the performance of health assistants.

*Upon completion of the second ninety (90) day portion of the probationary period, the employee must have successfully completed all certification and training requirements and received a satisfactory evaluation to continue in the position. In the event the employee does not successfully complete the requirements by the completion of the second ninety (90) day portion of the probationary period, BCPS agrees to consider the individual for employment as a paraeducator, if the individual meets or exceeds the hiring requirements of the Office of Personnel for that position.

16.4 Posting

All full-time office professionals (other than entrance level positions) that are not filled through the transfer roster (Section 16.1.1) shall be posted. Paraeducator positions may be posted if the vacancy is not filled through the transfer process. Information will be shared through electronic mail, the Employment Opportunity Line and by written copy of specific information at all work locations for no less than seven (7) duty days before the position is filled. A copy of such notices shall be sent to the Association. The Association shall receive notification of all filled positions on a semi-annual basis. That notification shall be received on October 15 and April 15.

Employees of the Board of Education shall be considered first and take preference over outside applicants for these positions, provided the employee possesses the qualifications required for the job opening that are required for the job opening that are equal to or greater than outside applicants. Where experience and competency are equal, seniority shall prevail in the selection between two (2) or more employees.

16.4.1 Employees interviewing for a position shall be notified of their selection or rejection within ten (10) duty days after a decision has been made.

If a position that was posted and filled becomes vacant within 90 days, the Board may select a candidate from the original group of applicants without repeating the posting and interview process.

16.5 Notification of Assignment

All employees shall continue in their assigned positions on an annual basis unless transferred, laid off, or terminated under the provisions of this contract.

Request forms shall be provided by the Board at the time the employee is notified of the involuntary transfer.

Beginning in June, employees who are involuntarily transferred shall be notified by seniority of available positions.

16.6 Any full-time employee who voluntarily accepts a part-time position shall be guaranteed the opportunity to return to a full-time position in the same classification for which he/she qualifies at the beginning of the next school year or any subsequent year before a new employee is hired. Any part-time employee who has requested full-time shall be considered for a position in the classification for which he/she is qualified before a new employee is hired. Whenever feasible, part-time positions that can be combined will be full-time positions if appropriate to the school's instructional program.

ARTICLE 17 Reduction in Force

17.1 Authority

The Board retains the right to lay off or reduce its work force in accordance with the procedures included herein. Decisions for the necessity of such actions are not subject to the grievance procedure.

17.2 Layoff

Should it become necessary to reduce the work force due to lack of suitable work, by terminating a satisfactory employee(s), layoffs shall be effectuated beginning with the clerical employee having the

least seniority within the same job title/job classification within the county, except where the need to maintain balanced staffing is demonstrated. Should it become necessary to reduce the work force due to lack of suitable work, by terminating a satisfactory employee(s), layoffs shall be effectuated beginning with the instructional assistant employee having the least seniority within the category, e.g., instructional assistant, special education instructional assistant, within the county, except where the need to maintain balanced staffing is demonstrated. Notification of layoff will be given to the employee thirty (30) calendar days prior to termination.

17.3 Recall

The affected employee(s) shall be placed on a recall list and no new employees shall be hired until all employees laid off have been placed in their job classification or in a position for which they qualify equal to or less than the position they occupied at time of their layoff; except where all qualified employees on layoff decline the offer to fill the existing vacancy. Employees who are considered for a position may decline one offer for placement and still remain on the transfer roster. No employee that was full-time shall be offered less than a full-time position, if a full-time position or its equivalent is available. If an employee is recalled to a position involving less time than the employee previously had, that employee shall be offered any subsequently available full-time positions for which they qualify before such position is offered to a less senior laid-off employee.

17.4 An employee who has been laid off due to a reduction in force shall remain on a recall list for two (2) years. As vacancies develop in classifications which are not filled through the transfer process, the employees on the recall list will be offered these positions as described in 17.3 in inverse order of layoff. Failure to accept one (1) of the positions offered, or the position offered in the case of only one position being available at an equal grade/salary level will result in removal from the recall list. An exception will be made for an employee with a proven medical disability. Employees shall (a) receive a 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 the exercise of recall rights.

Employees laid off under the provisions of this section shall have the option of continuing membership in the Board's group insurance program for a period not to exceed two (2) years by paying full premium costs. This benefit stops if an employee loses recall rights.

ARTICLE 18 Salaries

18.1 Basic Salaries

Each employee will be paid at the rate set forth in Appendix A which is attached to and incorporated in this Agreement for the job classification in which he/she is employed. All salaries shown in Appendix A will be paid within one dollar (\$1.00) of amount stated. These salaries shall be modified throughout the 4-year duration of this Agreement as noted in Article 21, **Duration**.

18.2 Longevity

At the beginning of the 10th, 15th, 20th, 23rd, 27th, 30th, and 33rd year of permanent employment with the Board of Education, the employee shall receive longevity salary increments in accordance with the current salary schedule.

18.3 Educational Credit-Office Professionals

Office Professionals shall receive a biweekly increase equal to one (1) step of their salary schedule for thirty (30) credit hours of college work accepted as being work-related. Fifteen (15) of these credit hours may be earned in Baltimore County approved in-service programs. Such employees shall be entitled to an additional pay increase equal to one (1) step of their salary for an additional thirty (30) credit hours of college work accepted as work-related. Up to fifteen (15) credit hours of Baltimore County approved in-service credit may be used to meet the requirement of the additional thirty (30) hours.

18.4 Paraeducators

Up to fifteen (15) credit hours of Baltimore County approved in-service credit may be used to meet the requirement of the additional thirty (30), sixty (60), and ninety (90) credits.

18.5 Salary Errors

In the event of a salary error, neither the Board nor the employee may claim salary adjustments for any more than the fiscal year in which the error is detected. When an employee has been overpaid he/she must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the employee's request, repayment deductions may begin immediately.

ARTICLE 19 Ad Hoc Committee

19.1 Definitions

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 (2) teams. These committees shall report to the negotiating teams in time for the next scheduled negotiating session.

19.2 Representatives of BACE and the Board of Education will examine the following issues and submit recommendations to BACE and the Office of Staff Relations.

1. Joint planning opportunities for paraeducators and teachers;
2. Use of paraeducators for purposes other than those for which they were hired;
3. The impact of ESEA on the above, including assessment requirements for paraeducators; and
4. Contract issues that will allow employees to transition to a teaching career.

ARTICLE 20 Effect of Agreement

20.1 Change in Rules or Policies

All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policy not in conflict with this Agreement or with Title 6, Subtitle 5 of the Education Act of the Annotated Code of Maryland.

20.2 Contrary to Law

Should any article, provision or application of this Agreement to any employee or group of employees be declared unlawful by a court of competent jurisdiction, said article, provision, or application, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, provisions and applications, however, shall remain in full force and effect for the duration of the Agreement. The Association agrees that it will abide by the provision of Title 6, Subtitle 5 of the Education Act of the Annotated Code of Maryland.

ARTICLE 21 Duration of Agreement

The provisions of this Agreement shall be effective, unless otherwise noted, from July 1, 2003 and shall continue in effect through June 30, 2007, except as follows. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 05 through FY 07 will be limited to wage reopeners, i.e., wages beyond the annual minimum salary requests made by the Board of Education for each of these three (3) fiscal years, domestic-partner related issues, and two (2) articles selected by each respective party. The Board of Education will request a 2% annual minimum salary adjustment for FY 05; a 2% annual minimum salary adjustment for FY 06; and a 3% annual minimum salary adjustment for FY 07. The Board of Education and the Association are committed to work toward exceeding each of these annual minimum salary request levels. Implementation of any fiscal provisions of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and the County Council of Baltimore County.

The teams listed below developed this Agreement.

FOR THE BOARD

Daniel Capozzi
Cynthia Hamlet
Cornell Brown, Jr.
Linda Cassell
Edward Dieffenbach

Consultants

Randy Grimsley
Ed Dieffenbach
Keith Harmeyer
Kathleen Harmon

FOR THE ASSOCIATION

Alvina Hickey
Susanne Crigger
Carole Kadan
Pam Neuberth

Consultants

Marcella Kehr
Robert Anzelc

APPENDIX A
SALARY SCHEDULE - 2003-2004

APPENDIX A-1

12 Month Classified Annual Salary Schedule 2003-2004

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
4	17,875	18,524	19,180	19,841	20,515	21,307	22,403	23,499
5	18,912	19,622	20,345	21,076	21,815	22,676	23,855	25,033
6	19,966	20,746	21,538	22,333	23,128	24,048	25,305	26,560
7	21,048	21,894	22,744	23,592	24,441	25,427	26,770	28,113
8	22,147	23,048	23,950	24,850	25,760	26,817	28,257	29,697
9	23,247	24,201	25,159	26,118	27,095	28,224	29,789	31,355
10	24,347	25,357	26,376	27,405	28,448	29,694	31,358	33,022
11	25,450	26,524	27,610	28,720	29,869	31,178	32,927	34,675
12	26,565	27,706	28,880	30,084	31,291	32,665	34,498	36,331
13	27,692	28,923	30,185	31,452	32,718	34,156	36,077	37,996
14	28,850	30,171	31,490	32,822	34,147	35,652	37,659	39,667

Longevity -12 Month Classified

10 yrs = \$1,122	15 yrs = \$2,244	20 yrs = \$3,366	23 yrs = \$4,488
27 yrs = \$5,609	30 yrs = \$6,731	33 yrs = \$7,853	

APPENDIX A-2

10-Month Classified Annual Salary Schedule 2003-2004

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
4	14,805	15,343	15,886	16,433	16,991	17,647	18,555	19,463
5	15,664	16,252	16,851	17,456	18,068	18,781	19,758	20,733
6	16,536	17,183	17,839	18,497	19,155	19,918	20,958	21,998
7	17,433	18,133	18,837	19,540	20,243	21,060	22,172	23,284
8	18,343	19,089	19,836	20,582	21,336	22,211	23,404	24,596
9	19,254	20,045	20,837	21,632	22,441	23,376	24,673	25,969
10	20,165	21,002	21,845	22,698	23,562	24,594	25,972	27,350
11	21,079	21,968	22,868	23,788	24,739	25,823	27,272	28,719
12	22,002	22,947	23,920	24,917	25,917	27,054	28,573	30,091
13	22,935	23,955	25,001	26,050	27,099	28,290	29,880	31,470
14	23,895	24,989	26,082	27,184	28,282	29,529	31,191	32,854

APPENDIX A-3

Paraeducators Annual Salary Schedule 2003-2004

Step	HS but Less than 30 hrs.	HS Plus 30 hrs	HS Plus 60 hrs	HS Plus 90 hours Degree	Bachelors
1	13,712	14,251	14,802	15,353	15,904
2	14,526	15,093	15,665	16,236	16,809
3	15,387	15,960	16,531	17,103	17,675
4	16,253	16,824	17,396	17,968	18,540
5	17,117	17,688	18,261	18,832	19,403
6	17,982	18,554	19,126	19,696	20,268
7	18,848	19,419	19,991	20,562	21,133
8	19,715	20,285	20,856	21,427	21,997
9	20,581	21,150	21,721	22,291	22,861

Longevity -10 Month Classified and Instructional Assistants

10 yrs = \$929	15 yrs = \$1,858	20 yrs = \$2,788	23 yrs = \$3,717
27 yrs = \$4,646	30 yrs = \$5,575	33 yrs = \$6,504	

APPENDIX B
FLEXIBLE BENEFITS PLAN 2003-2004

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2003 – 8/31/2004

Medical Insurance	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 4,335.48	\$ 433.60	\$21.68
Parent/Child	8,590.80	859.00	42.95
Husband/Wife	10,347.36	1,034.80	51.74
Family	11,666.28	1,166.60	58.33
Kaiser Permanente HMO (Maryland Only)			
Individual	\$3,143.16	\$314.20	\$15.71
Parent/Child(ren)	5,972.16	597.20	29.86
Husband/Wife	7,386.60	738.60	36.93
Family	9,429.60	942.80	47.14
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$3,590.52	\$359.00	\$17.95
Parent/Child	7,001.40	700.00	35.00
Husband/Wife	7,899.00	789.80	39.49
Family	11,309.88	1,130.80	56.54
Dental Insurance			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$243.60	\$85.20	\$4.26
Parent/Child or Husband/Wife	527.76	184.60	9.23
Family	800.28	280.00	14.00
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$277.80	\$119.40	\$5.97
Parent/Child or Husband/Wife	582.48	239.20	11.96
Family	978.36	458.00	22.90
CIGNA Dental DHMO			
Individual	\$304.08	\$145.60	\$7.28
Parent/Child or Husband/Wife	582.84	239.60	11.98
Family	876.24	355.80	17.79
Vision Insurance Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$31.20	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	100.68	69.60	3.48

*All employee benefits deductions are taken from 20 pay periods between September and June.

APPENDIX C
GRIEVANCE FORM

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BOARD OF EDUCATION OF BALTIMORE COUNTY:

Donald Arnold, President

Joe A. Hairston, Superintendent

BALTIMORE (COUNTY INSTRUCTIONAL) ASSISTANTS AND CLERICAL EMPLOYEES, INC.

Marcella Kehr, President

Alvina Hickey, Negotiating Team Chair

MASTER AGREEMENT

between

**THE BOARD OF EDUCATION
OF
BALTIMORE COUNTY**

AND

**THE COUNCIL OF ADMINISTRATIVE AND SUPERVISORY
EMPLOYEES**

EXHIBIT K -3 CASE

Effective

July 1, 2003 - June 30, 2007

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Definitions

The following terms used in this agreement refer to the definitions as written:

Board – The Board of Education of Baltimore County

Superintendent – The Superintendent of the Baltimore County Public Schools or his/her designee.

CASE – The Council of Administrative and Supervisory Employees of Baltimore County, which includes certificated and non-certificated employees.

Member – An administrative and supervisory employee represented by CASE which presently includes the following positions: Managers, Coordinators, Supervisors, Specialists, Pupil Personnel Workers, Principals, and Assistant Principals and positions that are part of the Supervisory and Technical Salary Scale.

Article I Recognition

This Agreement is made and entered into by and between the Board of Education of Baltimore County and The Council of Administrative and Supervisory Employees. It has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, and conditions of employment.

The Board recognizes CASE as the exclusive collective bargaining representative for all bargaining units members with regard to all matters relating to salary, wages, hours, and other working conditions.

Article II Union Rights and Responsibilities

- 2.1** The Board agrees to make payroll deductions for dues to CASE for members who request it in writing. A CASE member may join at any time. If a CASE member terminates his or her employment during a school year, the Payroll Office will deduct the balance of unpaid dues to CASE from the final paycheck and remit this sum to CASE, except in case of death, retirement and unpaid medical leave when such leave extends through the duration of the school year in which instance deductions will stop immediately. Deduction of CASE dues will remain in effect from year to year, as long as an employee is eligible, unless an eligible member withdraws from membership between September 1 and September 15 in writing.
- 2.2** The Board will provide CASE with copies of all communications concerning salaries, wages, benefits, hours and other working conditions of CASE members. Similarly, decisions made by the Board affecting groups of CASE members will be provided. CASE will supply the Board with copies of each flyer, newsletter or other communication which is given general distribution to its members. Distribution to the Board and to CASE will be made concurrently with other distribution.
- 2.3** The Board will provide to CASE with a complete copy of its official policy manual and with updates to that manual as they are issued.
- 2.4** CASE may use the interschool mail delivery service to distribute official CASE materials.
- 2.5** CASE will have the right to use school buildings, equipment and other facilities in accordance with Board policy for its meetings and for the conduct of its business. CASE will pay the cost of materials and supplies incidental to the use of equipment and will be liable for any damage resulting from such use.
- 2.6** By October 15, the Board will provide CASE with the names and assignments of all CASE eligible members and, upon its publication, with two copies of the

- Directory of School and Office Personnel which it produces. The Board will provide CASE with the names and assignments of new administrators and supervisors, as well as listings of transfers and retirements as soon as possible after Board action.
- 2.7** An official representative for CASE may attend any Board meeting to offer comments at the conclusion of the public session. CASE will receive a copy of the agenda prior to each regular meeting of the Board and a copy of the approved minutes following each meeting.
 - 2.8** CASE will be provided exhibit space at the annual Administrative and Supervisory Meeting held prior to the beginning of school each year.
 - 2.9** The Superintendent may permit CASE officers and representatives to be absent from their regular work sites for the purpose of attending official meetings or conducting official CASE business except when their presence in the schools or work sites is essential or when their absence unreasonably interferes with their duties.
 - 2.10** The Superintendent and his/her designated representatives will meet quarterly with the President of CASE and his/her designated representatives. Either may recommend items of mutual concern for the agenda of such meetings.
 - 2.11** Representatives of CASE may submit suggested calendar changes to the Director of the Office of Communications regarding the Board's School Calendar. CASE will also have the right to place its meetings and events on the Annual Calendar.
 - 2.12** Any recommendations from any committee established by the Superintendent to study and/or recommend changes in salary, benefits, hours and working conditions of CASE members will be brought to the negotiation process.
 - 2.13** The Superintendent shall determine the membership of any committee established to develop or revise curriculum guides, courses of study, instructional and operational policy. When deemed appropriate by the Superintendent a representative of CASE shall be appointed to serve on the committee.
 - 2.14** There shall be no reprisals of any kind taken against any employee because of his or her membership in CASE or his or her legal activity or representation on behalf of CASE.
 - 2.15** An agency fee will be implemented when the Union attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the event that membership falls below 75%, representatives of the Board and the Union 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 fee.

**Article III
Board Rights**

Legal Authority

- 3.1** The Board on its own behalf, and on behalf of the citizens of Baltimore County, retains and reserves unto itself, without limitations, all powers conferred upon and vested in it by the laws and Constitution of the State of Maryland and/or the United States.

Managerial Rights

- 3.2** In exercising such powers, the Board, through its administrative staff, shall be free, subject to the provisions of this Agreement, to exercise all of its managerial rights and authority to the extent permitted by law.

Subcontracting

- 3.3** The Board shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement unless there is a substantial business or professional reason for so doing.
- 3.3.1** In addition, if the Board is contemplating subcontracting any bargaining unit work the Union shall be given sufficient advance notice of such plans so that they shall have ample opportunity to meet with the Board before such a decision is put into effect.

**Article IV
Professional Rights and Privileges**

- 4.1** CASE represents all eligible employees.
- 4.2** There will be no discrimination by the Board or by CASE against employees because of their membership or non-membership in CASE.
- 4.3** This master agreement, the policies of the Board and the discretionary authority of the Superintendent will be applied in good faith and not in an arbitrary or capricious manner.
- 4.4** Out-of-school activities and the personal lives of members will not be subject to action by the Board or by its administrative officials unless these activities clearly impair the members' effectiveness in their administrative or supervisory assignments.

- 4.5** The Board will respect the rights of CASE members by keeping personal information private as determined by Maryland Law.
- 4.6** All items entered in the personnel file of a CASE members will be open to that member by appointment and available to no one else, except their superiors and those responsible for keeping the files, without the member's written permission. No unfavorable entry will be made in a member's file without his or her knowledge.
- 4.7** The Board and CASE recognize the right of CASE members to participate in political and governmental affairs in a manner afforded any other citizen, including the right to vote; the right to be an active member of a political party of their choice; the right to campaign for candidates for election to public office; the right to lobby on a particular issue or espouse a particular position, and the right to seek, campaign for, and serve in public office. Political activities of CASE members will be conducted outside the duty premises and outside the working hours. This limitation will not prohibit the use of "bumper stickers" or other expressions of individual preferences upon automobiles which members normally park on school grounds.
- 4.8** CASE members have the right to engage in other gainful employment as long as it does not interfere with the performance of the duties of their position.

Article V Negotiation Procedures

Designation of Negotiators

- 5.1** Prior to November 1 of each year, the Board and the Union 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 Union shall retain the right to replace the chairman or members of their teams at their individual discretion.
- 5.1.1** The negotiating teams of the Board and the Union may have four (4) consultants in attendance at any time during the negotiating sessions. By mutual consent, the number of consultants on any given subject may be expanded.

Proposals

- 5.2** Requests by the Union or the Board to amend the existing Agreement must be submitted in writing no later than November 15 of each school year in which the contract expires.

Time Limit - Impasse

- 5.3** Negotiation on all items submitted must be completed by January 15 unless the impasse procedure provided in the negotiations law is used.
- 5.3.1** Should either party suggest an impasse, the procedures as provided in the negotiations law, relating to impasse shall be followed.
- 5.3.2** If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of Educational Panel members shall be made to the American Arbitration Union. All costs involving the neutral party shall be shared by the Board and the Union.
- 5.3.3** If the panel is activated, said panel shall within thirty (30) calendar days render a report setting forth its recommendations for the resolution of the impasse unless the impasse is dissolved in the interim. The parties agree to cooperate with the panel and provide such information and assistance as it may request.

Ratification

- 5.4** 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 January 15 (or the report of an impasse panel), the parties shall notify each other of the results of the voting.
- 5.4.1** If the Agreement is not ratified by the respective bodies, either party may make recommendations for renegotiation. Either party may initiate a meeting for this purpose upon seven(7) calendar days' notice. This time may be reduced by mutual consent.

Meetings

- 5.5** Meetings during the regular negotiating period shall be scheduled by mutual consent. Either negotiating team may initiate such a meeting with five (5) calendar days' notice, in the absence of mutual consent. This provision shall prevail during a period of impasse as defined in the negotiations law.

Emergency Items

- 5.6** Emergency items may be negotiated other than during the regular negotiating period, upon the mutual consent of both the Union and the Board.

Meeting Places

- 5.7** Meeting places for negotiating shall be alternated and shall be selected by members of the respective negotiating teams without restriction, except that reasonable steps shall be taken to assure privacy of discussion.

Fiscal Renegotiation

- 5.8** If the Baltimore County fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In such event that negotiations are mandated, the parties agree to meet as soon as possible after the action of the fiscal authorities, but no later than June 2, and they agree to complete such renegotiation within five (5) calendar days.
- 5.8.1** If the parties are unable to reach agreement within five (5) calendar days, the impasse procedure provided by law shall be employed with the mutually agreed upon restriction that this impasse procedure shall not exceed ten (10) calendar days. This subsequent Agreement, including items agreed upon in the period of renegotiation, shall be direct and binding on all matters stated and referred to herein. Under no circumstances shall this process extend beyond the last day of school for pupils.

Printing and Distribution of Agreement

- 5.9** Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all members. The parties shall prepare the final text of the ratified Agreement for printing and shall mutually share in the cost for printing. Distribution will be made by the Union.

Non-arbitrable

- 5.10** A dispute related to this article is not subject to arbitration.

Article VI Promotion and Assignment

6.1 Promotional Consideration Practices for Non-School Based Administrative Positions

It is the goal of the Baltimore County Public Schools to employ fair practices with regard to filling administrative vacancies in a consistent and equitable process.

For school-based administrative positions, appointments are made considering individuals in the candidacy module of the school system's Leadership Development Program as well as employees and outside candidates with administrative experience appropriate to the open position.

In the area of non-school-based administrative appointments, it has been and will continue to be the prerogative of the Superintendent and the Board of Education to either advertise or appoint without advertising for positions at the level of

Director and Superintendent's Staff. Past history, however, has been predominately that of advertising for these positions and interviewing well-qualified candidates expressing interest in promotion.

As a matter of past and intended future practice, vacancies for other non-school-based administrative positions are generally posted through the use of vacancy announcements. Every effort is made to advertise widely for a reasonable period of time and to consider all interested applicants who meet minimum criteria. Initial applicant consideration is based on credentials; those candidates who appear to be best qualified are interviewed by a screening panel, and two or three candidates are then recommended to the Superintendent for final consideration and interviewing. Finally, the Superintendent makes a recommendation to the Board of Education for appointment.

As with all administrative positions, the Superintendent and the Board of Education may make appointments directly without utilizing the process described above in cases where unique systemwide needs and/or personnel circumstances so require. This prerogative has been exercised rarely in recent years, and it is anticipated that it will continue to be the exception, rather than the rule.

6.2 Reassignment

Reassignment may be made by the Superintendent as the needs of the schools require. Reassignment will be made only after the Superintendent has conferred with the CASE member.

Article VII Evaluation

- 7.1** It is the Board's desire that each CASE member receive yearly feedback on work performance. The appraiser may choose to use the appraisal form and the procedures found in Appraisal of School-Based Administrators or an appropriate alternative format such as narrative. A formal evaluation must include a specific rating. Informal feedback will not contain a summary rating.

Members shall be advised of complaints about them if the complaint is to be given any consideration in the member's evaluation. No member shall receive a less-than satisfactory rating without having been given suggestions for improvement and the opportunity to address the areas of weakness.

Members may attach a written response to the evaluation.

Article VIII Member Protection

- 8.1** When a meeting with a CASE member is being called for the purpose of

discipline, demotion, or discharge, the member shall be advised of his/her right to representation prior to the beginning of any such conference or meeting and be given time to arrange for representation.

- 8.2** No member shall be disciplined without due process.
- 8.3** The Board shall maintain safe, sanitary, and healthful working conditions.
- 8.4** Members shall have authority and within the scope of their employment, shall exercise responsibility for the control of students during the school day and also during the supervision of school sponsored activities. Members shall be expected to take reasonable action in accordance with current school practice to deter acts of vandalism, willful waste of materials and utilities, verbal and physical abuse of persons and any and all forms of violence. A member may use reasonable force in self-defense or in the restraint of a student to prevent harm to that student, to other students, faculty and staff.
- 8.5** Where a member is charged with personal civil liability arising from an event or action taken by the member within the scope of employment of the member in the ordinary and/or appropriate performance of his duties and/or responsibilities, he or she will be covered by liability insurance provided by the Baltimore County Public Schools in accordance with the provisions of Sections 4-105 and 4-106 of the Education Article, Annotated Code of Maryland. In any suit or claim brought against a member as a result of an intervention as described in section 8.4 above, the Board shall provide legal counsel and indemnity in accordance with Section 7-307 (c) of the Education Article, Annotated Code of Maryland.

Article IX Absences and Leaves

Academic Activities

- 9.1** One (1) day is allowed for a CASE member to attend his/her own college commencement, his/her spouse's, and his/her children's. The absence will be charged to urgent personal business leave.

One (1) day is allowed for members to appear for examinations for advanced degrees or professional licenses related to their employment. The absence will be charged to urgent personal business leave.

Adoption Leave

- 9.2** A full-time member shall have six (6) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave. In the event that both parents are Board employees, they may divide the use of paid adoption leave between themselves or either one may use the full six (6) weeks.

Bereavement Leave

- 9.3** Four (4) consecutive calendar days, beginning with the day of death or the first day after death are allowed if the death is in the immediate family. One (1) additional day will be allowed 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, those days allowed for urgent personal business may be used. In unusual circumstances, there may be flexibility in the use of the days by mutual agreement between the member and the Manager of Staff Relations.

One (1) work day is allowed to attend the funeral of a close relative. An additional day, if needed, shall be granted in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of a religious denomination.

The member is required to submit to the appropriate administrator a letter stating the relationship, the date of death, the date of the funeral, and the dates of absence. This explanation will be forwarded with the payroll report.

Family Illness

- 9.4** Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of 4 days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of eight (8) days of such leave. Family Illness days are part of an employee's personal sick leave. The employee is required to provide the appropriate administrator with documentation stating the exact relationship of the family member, the nature of the illness, and the necessity for assisting the ill member of the family. The Office of Staff Relations may approve additional days of Family Illness leave if the employee has sufficient personal sick leave and can provide medical documentation of the family member's illness.

Absence for Maternity

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

Child Rearing Leave

- 9.6** 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.

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 following the birth or adoption of the child. Such leave becomes effective following the last day of employment.

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

The unused sick leave of a member who has been granted a child rearing leave of absence will be held in abeyance until such time as he/she returns to active service.

Military Leave

- 9.7** All members who have volunteered or who have been called for military duty shall be given a leave of absence covering their period of service in the Armed Forces of the United States.

Short term--Members who lose time due to obligatory short-term emergency or annual unit training duty with the National Guard or military reserves may be granted leave with regular pay consistent with their official military orders up to a period of fifteen (15) working days per annum. During the fifteen-day (15) period, accrual of benefits will continue.

If a member is part of the organized militia and is ordered to active duty under the authority of the Governor, he/she shall be entitled to leave of absence without loss of pay while actually serving under such active duty orders. "Without loss of pay" shall mean the member's regular pay for the period of service less any compensation for such military duty.

In order to implement this policy, the member must present the Board with a copy of his/her military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated. If a ten-month member has an option as to when he/she participates in short-term duty, he/she shall do so at the time, which has least conflict with his/her professional duties.

The Board will continue to pay its share of the health and dental benefits for the family of the employee called to active duty for up to one (1) year provided the employee was enrolled in the appropriate coverage at the time of the order.

Extended active duty military leave shall upon request be granted to any member entering one of the military services of the United States. Upon completion of his/her military obligation he/she shall, within a reasonable length of time, be reinstated to his/her previous position, or one of similar scope and complexity.

Members who are ordered to extend active duty shall be compensated for lost time up to fifteen (15) working days. Members returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.

Sick Leave

- 9.8** CASE members, in their first two years, shall be advanced ten (10) days of sick leave for ten-month employees and twelve (12) days for twelve-month employment. Members shall be eligible to accumulate earned sick leave days on an unlimited basis. After two years, ten month employees will be advanced fifteen (15) days, while twelve month employees shall be advanced eighteen (18) days each fiscal year. The advance of sick leave will be prorated based upon date of hire and FTE.

A member who, on termination of service with the Board, is indebted to said Board for any amount of advanced sick leave shall have the amount of such indebtedness deducted from his/her earned salary. A member must reimburse said Board for any amount of indebtedness for advanced sick leave not covered by any monies due him/her.

A member on a leave of absence requiring Board action, shall not be advanced sick leave time.

When a member is granted a leave of absence requiring Board action, his/her accumulated sick leave days are held in abeyance until he/she returns to duty. Upon return to duty, the member will be granted sick leave days according to the policies in effect, but he/she will not lose his/her earned length of service for accumulation purposes.

As part of our Office of Risk Management, the Board has initiated an Integrated Disability Management program. The purpose of the plan is to manage the use of sick leave time by employees who have been or will be out ten or more days and to help them reach maximum medical improvement so that they can return to work.

Study Leave--Sabbatical

Eligibility and Limitation

- 9.9** A regularly-certificated member with seven (7) or more years of satisfactory, continuous, active service with the Board may be granted a sabbatical leave of absence for the purpose of furthering professional growth by means of graduate study or other means approved by the Superintendent of Schools.

A second sabbatical leave will not be granted as long as there is any other applicant meeting the qualifications for a sabbatical leave. This restriction may be waived if the sabbatical leave is necessary in order for the applicant to fulfill a residency requirement for a doctorate.

Satisfactory, continuous, active service is construed as meeting uninterrupted professional service in the system.

No leave time will be regarded as active service insofar as determining the seven-year sabbatical leave eligibility requirement.

Procedures

Application for sabbatical leave shall be made, in writing, after September 1 and prior to April 1, preceding the school year for which such leave is requested. Those applications which have been received by December 1 will be acted upon by the Board during that month. If the number of budgeted sabbatical leaves has not been allocated as a result of this procedure, those which are submitted up to April 1 will be acted upon in the order received.

A member must present, with his/her application, an outline of proposed study to be undertaken while on leave. A program of full-time graduate study of twenty-four (24) semester hours is accepted as meeting the sabbatical leave requirement. Any exception to this requirement must be approved by the Deputy Superintendent prior to the expiration of this leave.

Three (3) sabbatical leaves shall be available during each school year.

Sabbatical leaves for twelve-month members will begin on July 1 and extend through June 30 of the following year. Any exception to this provision must be approved by the Superintendent.

Compensation

The salary for a member on sabbatical leave shall be determined on the basis of years of commitment for employment by the Board upon returning from the sabbatical leave. A member who commits himself/herself to at least two (2) years of service to the Board following such leave shall be paid at the rate of sixty (60) percent of his/her regular salary during the specified period of leave.

Members who are granted sabbatical leave shall retain the option of one-year commitment of service, with payment to be made at the current rate of fifty (50) percent of his/her salary.

In the event a member on sabbatical leave receives extra monies through any type of grant, the combined amount of those monies and the sabbatical leave allowance shall not exceed the amount of money this person would have received as a member for the school year in which the sabbatical leave has been granted. In cases where the combined monies exceed the regular salary, as outlined above, the sabbatical leave salary shall be reduced accordingly.

Should the member not return to the service of the Board, he/she will be required to refund the salary granted for sabbatical leave.

The provisions of the sabbatical leave section will be administered in accordance with the conditions of the individual sabbatical leave contract (1972 revision).

Unusual or Imperative Leave

9.10 A member may be granted a leave up to one (1) year by the Board at loss of full pay for unusual or imperative reasons when no other leave program is applicable.

Application and approval must be secured before the absence begins.

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

The member must notify the Office of Personnel immediately if the plans for the leave do not materialize as planned.

Urgent Personal Business Leave

9.11 Each member shall be entitled to up to five (5) days per year for urgent personal business leave. A written statement of intent to be absent shall be submitted to the appropriate administrator at least twenty-four hours prior to the expected absence. Urgent personal business leave must be used only to conduct personal business of a nature that cannot be scheduled on a non-duty day. Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave. A personal business day may not be used immediately preceding or following a holiday.

Special Religious Observance Leave

9.12 Members will be permitted a total of seven (7) days for religious holidays, including the five (5) personal business days allowed. Unused personal business leave is cumulative, as provided above. In determining these holidays, the Superintendent will request, from appropriate religious authorities, verification of the requirement for members to be absent from work to fulfill religious obligations. Should religious authorities verify that more than seven (7) days are needed by the member, the member shall have the option of paying a substitute member's pay for the additional day(s). This/These day(s) shall not be subtracted from the member's accumulated sick leave. The member is required to submit one (1) week in advance, to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday.

Court-related Leave

9.13 Members may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally-established court unless he/she is a defendant in court proceedings. Such absence is not charged to sick leave. A member receiving compensation for this duty shall receive his/her regular salary, less any compensation for such day.

If a member defendant is not found to be guilty or, in a civil case, disposition is in favor of the defendant by the court, he/she shall be paid retroactively for time lost because of the summons, provided verification of the verdict is provided within thirty (30) days of the absence. A member pleading nolo contendere shall not be paid.

Sick Leave Bank

9.14 The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank after the member's accumulative sick leave has been exhausted.

The definition of sick leave covered by this bank shall be that leave that is granted to a member who through catastrophic personal illness, injury, or quarantine is unable to perform the duties of his or her position. Sick leave from the bank may not be granted for the period of disability when monies are paid to the member under Worker's Compensation Law.

A three-member approval committee, consisting of members selected by CASE, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests, and communicating its decision to the member and the Office of Benefits and Risk Management. The committee shall have reasonable discretion in requiring a doctor's certification of disability and in establishing special limits or provisions for certain disabilities. The committee shall develop its rules of procedure and general criteria for approval. Upon approval of the rules and criteria by CASE and the Superintendent, the committee shall give the rules wide distribution.

The Office of Benefits and Risk Management or designee shall approve bank grants as being within the limits of the bank balance, that the illness is covered according to the rules and that sick leave is exhausted. Requests meeting the above will be forwarded to the Office of Payroll as authorization for payment.

The bank may be used only by the individual contributor for his or her personal disability. The bank may not be used for disabilities of other members of the contributor's family. The bank may not be used by the contributor to remain away from his or her position in order to assist a member of his or her family who is ill.

Only earned or anticipated sick leave may be contributed to the bank; vacation and personal leave may not be contributed.

Contributions can be made between August 1 and September 30 of any given year. Sick leave bank participation will be renewed automatically annually and contributions will be deducted unless a request to resign is submitted in writing prior to September 15 of any given year. Members returning from leave will be permitted to contribute to the bank on approval of the committee.

All members, as well as elementary and special school nurses and members of the Superintendent's Staff on active duty in the Baltimore County Public Schools who have accumulated a minimum of 30 days of sick leave are eligible to contribute to the sick leave bank.

The rate of contribution for members shall be based on the following schedule:

30 to 120 days of accumulated sick leave-- 1.5 days

121 to 180 days of accumulated sick leave-- 1 day

181 or more days of accumulated sick leave-- .5 day

The initial contribution to the bank will be made at the time of joining the sick leave bank and future contributions will be based on need as agreed upon by the Board of Directors of CASE and the Superintendent.

Contributors must use all accumulated sick leave before applying for leave from the bank. The total time a person may draw on the sick leave bank during employment with Baltimore County Public Schools is one (1) year including duty days, holidays, and CNDWD or vacation days but does not include the other days the member does not normally work.

A contributor will lose the right to utilize the benefits of the bank only by:

- (a) Termination or suspension of employment in the Baltimore County Public Schools.

- (b) Cancellation of participation by the member on the proper form at any time.
- (c) While on approved leave of absence.
- (d) Transfer to a position in another unit within the school system.

All donations will remain in force and cannot be returned even upon cancellation of a membership.

Personal Injury Leave

9.15 When a member is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board physician, the member will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve (12) calendar months. No part of such absence will be charged to the member's sick leave. If disability persists after the twelve (12) month period, the member shall be placed on Leave of Absence and disability payment will commence consistent with the amount covered by Workers' Compensation Law. Any member who terminates his/her service with the Board must reimburse the Board for any advanced personal injury leave pay for which he/she is indebted to the Board.

The Board will continue to pay its share of the cost of health insurance for a member receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury and sick leave benefits.

An employee on Workers' Compensation may accrue up to one year of service credit in determining his/her salary, including longevity, or vacation eligibility. These advance credits will become effective upon the employee's return to work. Vacation time will not be accrued during the extended time.

In the event an employee is declared to have a permanent total disability verified by the Boards' Physician, he/she shall receive a contribution toward the premium for health insurance and life insurance, commensurate to an employee retiring with 30 years' of service.

Vacation

9.16 A CASE member accrues annually twenty (20) days of vacation. Vacation will be capped at forty-five (45) days.

At the time of separation, a member will receive all unused vacation on a per diem basis based on salary in effect at the time of separation.

9.16 Leave for Union Business

Any member elected or duly appointed by the Union may with proper application and permission from the Office of Staff Relations, be granted release time to conduct Union business and/or attend official or professional meetings.

Article X Grievance Procedure

Introduction

The parties recognize their mutual responsibility for the prompt and orderly disposition of member problems. Their reliance on the following grievance procedure does not detract from the rights of a CASE member to discuss any matter with his/her immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of his/her problem. A member may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation.

10.1 Definitions

1. Member: A member is defined as any individual whose position is represented by this bargaining group.
2. Grievance: A grievance is a complaint by a member, or, in the event of an action affecting Union rights, the Union concerning the interpretation, application, or alleged violation of an express provision or provisions of this Agreement.
3. The Grievant: The grievant is the member filing a grievance.
4. Representation: A member may be represented by the Union at any step of the grievance procedure.
5. Time Limits: If the employer fails to answer within time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

10.2 Procedure

(Informal)

A member who feels he/she has a grievance shall discuss it, either orally or in writing, with his/her immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or his/her first knowledge thereof. The informal discussion of problems and the continuous interchange of views between members and their appropriate administrators is encouraged in order to resolve as many disputes as possible informally.

Level I - If a member is not satisfied with the disposition of his/her claim at the informal level, he/she may submit his/her grievance in writing within ten (10) days, following the reply at the informal level, to his/her Executive Director or other appropriate administrator. If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Executive Director or other appropriate administrator. Such individual shall within ten (10) days of receipt of the grievance, or date of grievance hearing if held, inform the grievant as to the disposition of his/her claim.

Level II - If a member is not satisfied with the disposition of his/her claim at Level I, he/she may appeal in writing to the Superintendent or his/her designated representative within ten (10) days. If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Executive Director or other appropriate administrator. The Superintendent or his/her designated representative shall inform the grievant as to the disposition of his/her claim within ten (10) days of the receipt of the appeal at this level, or date of grievance hearing if held.

Level III - On request of the grievant, the Union may appeal the Superintendent's disposition to arbitration. If it so determines, it shall notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of notification of the Superintendent's disposition of the claim.

10.3 Within ten (10) days after such notification of submission to arbitration, the Board and the Union will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Union by either party. The parties will then be bound by the rules and procedures of the American Arbitration Union.

10.3.1 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Union and the Board. He/she shall have no authority to add to, alter, detract from, amend or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The award of the arbitrator, in writing, shall be final and binding on the aggrieved member or members, the Union, and the Board.

10.3.2 The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

10.4 Grievance forms and attendant papers shall not be placed in an administrator's personnel file.

Article XI Reimbursements

Property Loss - Battery

11.1 In the event that a member has any clothing or other personal property damaged or destroyed as the result of a battery suffered in the course of his/her employment, the Board shall reimburse the member the cost of repair or the replacement value of such property. The benefit shall have a five dollar (\$5.00) minimum clause.

Property Loss - General

11.2 The Board shall assume liability for the value of personal property destroyed, lost, or damaged on the school property as a result of an accident, vandalism or theft under the following circumstances:

If the personal property was brought to the worksite to be used as an adjunct to work-related activities and was with the approval of the appropriate administrator prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such request must be reviewed annually.

No coverage shall exceed six hundred fifty dollars (\$650).

Such coverage shall not apply if the negligence of the member contributes to the loss.

Transportation Reimbursement

11.3 Members will be reimbursed for business travel from local office budgets at the rate established by the Internal Revenue Service. Business travel for reimbursement purposes will be the total miles traveled by private vehicle in the discharge of official duties less commuting mileage, which is the distance from residence to the member's assigned work site. Members will not be required to transport students, members or others in their private automobiles.

11.4 Tuition Reimbursement

The Board will reimburse CASE members for tuition and fee charges up to one hundred twenty-five (\$125) 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 reimbursement per member per year. The member must complete the appropriate course form which is returned upon completion of the course to the Certification Office of the Office of Personnel for reimbursements.

Article XII Benefits

12.1 Basic Plan Life Insurance

The Board will pay 100% of the premium for \$10,000 life insurance.

For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings, rounded up or down to the nearest \$1,000 increment. Increments are equal to .25 times the employee's base annual earnings starting at .50 times earnings. The minimum amount available for additional coverage, therefore, equals .50 times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) times the employee's basic annual earnings or \$400,000. Optional life insurance coverage shall be available to employees by payroll deduction.

12.2 Flexible Spending Accounts

A CASE member may make employee contributions to a Dependent Care Spending Account provided the member meets requirements prescribed by federal regulations. The account may be used, during the plan year for which the contributions were made, for tax-free reimbursement of qualifying expenses for the care of dependents to enable the employee to work. Any amounts remaining in the account at the end of the plan year will be forfeited. A CASE member may make employee contributions to a Health Care Spending Account for tax-free reimbursement of qualifying health-related expenses incurred during the plan year for which the contributions were made and not paid by insurance. Any amounts remaining in the account at the end of the plan year will be forfeited.

12.3 Health Care Options

Option 1 is a triple option plan. The employee will be able to select, at the time service is needed, coverage through a triple option (HMO, PA, indemnity) plan. The member cost will be according to the schedule in Appendix B and shall be equal to ten percent (10%) of the annual premium through 2006-2007.

Option 2 CASE members may choose to enroll in a qualified prepaid health maintenance organization. The member cost will be according to the schedule in Appendix B. The member will pay ten (10%) of the annual cost of the HMO premium through 2006-2007, provided it is the exclusive HMO vendor in the market.

Option 3 is a traditional indemnity plan with specify coverages comparable to the existing plan. The limit on major medical coverage shall be \$300,000. The major medical cash deductible shall be two hundred fifty dollars (\$250) per family member, shall be limited to two (2) per family per benefit year and shall be limited to a total deductible of six hundred dollars (\$600) per family. The major medical coverage shall provide for 80/20 co-insurance up to \$2,000 with 100% payment thereafter in each benefit year. The maximum out-of-pocket cost to the member for major medical will be six hundred fifty dollars (\$650) per individual per year for deductibles and co-insurance. The member cost will be according to the schedule in Appendix B, and shall be equal to thirty percent (30%) of the annual premium. Effective July 1, 1999 the indemnity plan will not be available to newly hired employees. After June 30, 2000, the indemnity plan will be discontinued.

12.4 Mail Order/Prescription Drug Program

In addition to prescription benefits provided under the health care option chosen by the employee, the Board shall provide a mail order prescription drug program for the express purpose of maintenance type prescription drugs, including insulin and related supplies. This program will allow participants to purchase a 90-day supply of maintenance drugs with a \$13.00 per prescription co-pay through 2006-2007. Generic substitution will be mandatory.

12.5 Health Insurance - Family of Deceased Member

The Board will pay full premiums for health insurance for the spouse and/or family of any CASE member who dies in service, for a period of one year, providing the member was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

12.6 Health Insurance--Retired Members

The Board shall contribute toward the premium for health insurance or an optional HMO for CASE members with ten (10) years or more service with the Board, including military service time recognized by the Board, who retire under the Maryland State Members' Retirement or Pension System. Contributions by the Board shall be made in accordance with the following schedule:

Options	Option
1 & 2	3

10-19 years of service	50%	30%
20-29 years of service	75%	55%
30 or more years of service	90%	70%

The Board shall reimburse members or retired members who have attained the age of 65, for their cost of Medicare--Part B (Medical) in accordance with the following schedule:

10-19 years of service	30%
20-29 years of service	55%
30 or more years of service	70%

The Board shall continue to provide the payment set in the paragraphs above for one 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.

12.7 Dental Insurance

The Board shall offer three dental plans: a.) Traditional Dental Plan, b.) a Preferred Provider Arrangement Dental Plan, and c.) a Dental HMO.

The Board shall contribute 65% of the premium for the lowest cost dental option. The member will contribute 35% of the lowest cost option plan plus additional premiums for a higher cost option if one is chosen. These rate splits will remain in effect through June 30, 2007. The employee cost will be according to the schedule in Appendix B.

12.8 Vision Insurance

The Board shall provide an optical plan jointly selected by the Board and employee organizations.

12.8.1 Adult Hearing Aids

Beginning in 2003-2004, coverage for adult hearing aids will be included in the health plans offerings provided by the Board. The incremental annual cost for the benefit for medicare-eligible retirees will be 90% paid by the retiree.

12.9 Insurance Plan Carriers

Changes to components of any insurance plan will occur only after representatives of the employee groups have met with Board representatives to consider the changes.

Article XIII Working Conditions

Workdays

- 13.1** All workdays when the central and administrative offices are open shall be duty days for members employed on a twelve-month basis. All student days, when the schools are open, shall be duty days for members employed on a ten-month basis.

The school calendar has been established by the Board of Education in accordance with Section 7-103 of the Annotated Code of the General Public Laws of Maryland and except in case of emergency, members will not be required to work on the holidays designated by the Board and listed on the School Calendar.

The Board may designate additional days as holidays when the school calendar is adopted.

Work Hours

- 13.2** The work hours of CASE members are those hours required to complete duties as established by the Board. It is recognized that the job requirements of professionals are of such a nature that they cannot be adequately met within a specified time frame. The normal workload for professional personnel in CASE would include, but not be limited to, activities such as:

- Job-related late afternoon and evening meetings with other staff members, students, parents, community representatives and Board members.
- Supervision of student-oriented activities.
- Independent planning and work sessions beyond regular work hours as required to promote efficient execution of one's duties.
- Emergency situations.

Article XIV Compensation

- 14.1** The salaries for members are set forth in Appendix A-1 and A-2.
- 14.2** In the event of a salary error, neither the Board or CASE may claim salary adjustments for any more than the fiscal year in which the error is detected.

When an administrator has been overpaid, he/she must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the teacher's request, repayment deductions may begin immediately.

ARTICLE XV
Effect of Agreement

Changes in Rules and Policies

15.1 All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement or the negotiations laws.

Individual Contracts

15.2 Any contract between the Board and an individual CASE member shall be expressly subject to the terms and conditions of this Agreement.

15.3 Should any article, provision, or application of this Agreement to any member or group of members be declared illegal by a court of competent jurisdiction, said article, provision, or application, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, provisions, and applications shall remain in full force and effect for the duration of the Agreement. The Board and CASE agree that they will enter into immediate negotiations specifically and exclusively with respect to any provision of the Agreement which has thus been declared illegal. CASE agrees that it will abide by the provisions of the negotiations law.

ARTICLE XVI - Duration of the Agreement

16.1 The provisions of this Agreement shall be effective, unless otherwise noted, from July 1, 2003 and shall continue in effect through June 30, 2007. Each party may select three (3) articles as reopeners and in FY 05-06 each party may select two (2) articles as reopeners. The Board of Education will request a 2% annual minimum salary adjustment for FY05; a 2% annual minimum salary adjustment for FY06; and a 3% annual minimum salary adjustment for FY07. The Board of Education and CASE are committed to work toward exceeding each of these annual minimum salary request levels. Implementation of any fiscal provision of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and County Council of Baltimore County.

FOR THE BOARD:

Randall Grimsley
Christine Johns
Barbara Burnopp
Gwen Grant

FOR THE UNION:

Carol Shaner
Tom Dolina
SaraJane Quinn
Paula Simon

Daniel Capozzi
Jean Satterfield
Dale Rauhznahn

Charles Meyer
Penny Parker
Rick Gonzales

Appendix
A-1 and A-2

BALTIMORE COUNTY PUBLIC SCHOOLS
 Salary Schedule for 10-Month Exempt Administrative, Supervisory, and Technical Staff
 21.7 Biweekly Pays, 2003-04

REVISED

STEP	GRADES									
	01		02		03		04		05	
	Annual	Biweekly								
1	19,402	894.12	20,558	947.39	21,784	1,003.86	23,084	1,063.78	24,460	1,127.19
2	19,787	911.84	20,967	966.21	22,217	1,023.82	23,542	1,084.88	24,947	1,149.62
3	20,181	929.98	21,384	985.44	22,659	1,044.19	24,011	1,106.50	25,443	1,172.50
4	20,581	948.43	21,808	1,005.00	23,109	1,064.91	24,488	1,128.49	25,950	1,195.87
5	20,991	967.31	22,242	1,025.00	23,569	1,086.13	24,975	1,150.92	26,465	1,219.60
6	21,408	986.54	22,684	1,045.35	24,037	1,107.70	25,471	1,173.78	26,993	1,243.91
7	21,833	1,006.13	23,135	1,066.13	24,515	1,129.75	25,979	1,197.17	27,530	1,268.65
8	22,267	1,026.13	23,595	1,087.33	25,003	1,152.22	26,496	1,221.02	28,078	1,293.93
9	22,710	1,046.54	24,065	1,108.97	25,501	1,175.14	27,023	1,245.30	28,637	1,319.69
10	23,161	1,067.31	24,544	1,131.06	26,009	1,198.55	27,561	1,270.07	29,207	1,345.94
11	23,622	1,088.57	25,031	1,153.52	26,527	1,222.44	28,110	1,295.39	29,789	1,372.75
12	24,092	1,110.23	25,530	1,176.48	27,054	1,246.75	28,669	1,321.15	30,382	1,400.10
13	24,571	1,132.30	26,038	1,199.89	27,593	1,271.57	29,240	1,347.48	30,986	1,427.93
14	25,060	1,154.86	26,556	1,223.78	28,141	1,296.81	29,822	1,374.29	31,604	1,456.40
15	25,559	1,177.82	27,084	1,248.12	28,702	1,322.69	30,416	1,401.68	32,233	1,485.41
16	26,067	1,201.24	27,623	1,272.95	29,274	1,349.02	31,022	1,429.59	32,874	1,514.95
17	26,587	1,225.20	28,174	1,298.35	29,856	1,375.84	31,640	1,458.07	33,530	1,545.17
18	27,115	1,249.54	28,735	1,324.19	30,450	1,403.22	32,270	1,487.12	34,198	1,575.96
19	27,655	1,274.41	29,306	1,350.51	31,057	1,431.20	32,913	1,516.73	34,880	1,607.36
20	28,205	1,299.77	29,891	1,377.46	31,676	1,459.73	33,569	1,546.95	35,574	1,639.38

STEP	GRADES									
	06		07		08		09		10	
	Annual	Biweekly								
1	25,920	1,194.49	27,467	1,265.78	29,108	1,341.39	30,847	1,421.52	32,689	1,506.43
2	26,436	1,218.27	28,014	1,290.97	29,687	1,368.09	31,461	1,449.80	33,340	1,536.41
3	26,963	1,242.53	28,571	1,316.65	30,278	1,395.31	32,086	1,478.64	34,005	1,567.03
4	27,498	1,267.19	29,141	1,342.91	30,880	1,423.06	32,726	1,508.13	34,683	1,598.27
5	28,045	1,292.39	29,721	1,369.63	31,497	1,451.46	33,379	1,538.19	35,374	1,630.12
6	28,605	1,318.19	30,313	1,396.93	32,124	1,480.38	34,043	1,568.81	36,078	1,662.58
7	29,174	1,344.43	30,916	1,424.72	32,763	1,509.83	34,721	1,600.06	36,798	1,695.74
8	29,755	1,371.21	31,533	1,453.12	33,417	1,539.94	35,414	1,631.99	37,531	1,729.53
9	30,347	1,398.48	32,159	1,482.00	34,082	1,570.61	36,119	1,664.48	38,278	1,763.96
10	30,952	1,426.34	32,800	1,511.54	34,761	1,601.89	36,839	1,697.67	39,041	1,799.13
11	31,568	1,454.74	33,454	1,541.64	35,453	1,633.77	37,574	1,731.50	39,820	1,835.03
12	32,196	1,483.67	34,121	1,572.39	36,161	1,666.39	38,321	1,765.94	40,614	1,871.63
13	32,839	1,513.32	34,800	1,603.71	36,882	1,699.61	39,086	1,801.20	41,422	1,908.87
14	33,491	1,543.38	35,494	1,635.68	37,616	1,733.45	39,864	1,837.06	42,249	1,946.96
15	34,159	1,574.14	36,202	1,668.30	38,366	1,768.01	40,659	1,873.69	43,092	1,985.79
16	34,840	1,605.54	36,921	1,701.44	39,130	1,803.23	41,470	1,911.06	43,950	2,025.34
17	35,534	1,637.50	37,658	1,735.40	39,910	1,839.17	42,297	1,949.19	44,827	2,065.75
18	36,242	1,670.12	38,409	1,770.00	40,705	1,875.80	43,141	1,988.06	45,721	2,106.97
19	36,964	1,703.39	39,174	1,805.26	41,518	1,913.25	44,000	2,027.65	46,632	2,148.95
20	37,701	1,737.38	39,955	1,841.24	42,346	1,951.42	44,879	2,068.14	47,563	2,191.84

BALTIMORE COUNTY PUBLIC SCHOOLS
 Salary Schedule for 10-Month Exempt Administrative, Supervisory, and Technical Staff
 21.7 Biweekly Pays, 2003-04

REVISED

STEP	GRADES									
	11		12		13		14		15	
	Annual	Biweekly								
1	34,643	1,596.45	36,714	1,691.87	38,908	1,793.00	41,237	1,900.31	43,701	2,013.86
2	35,333	1,628.25	37,445	1,725.58	39,684	1,828.74	42,057	1,938.12	44,574	2,054.08
3	36,038	1,660.75	38,192	1,759.98	40,475	1,865.22	42,895	1,976.74	45,462	2,095.04
4	36,755	1,693.77	38,953	1,795.07	41,282	1,902.38	43,751	2,016.17	46,369	2,136.82
5	37,488	1,727.57	39,730	1,830.85	42,106	1,940.35	44,624	2,056.42	47,293	2,179.42
6	38,235	1,761.97	40,522	1,867.37	42,945	1,979.05	45,514	2,097.43	48,237	2,222.91
7	38,997	1,797.10	41,329	1,904.56	43,801	2,018.48	46,421	2,139.22	49,198	2,267.21
8	39,774	1,832.92	42,153	1,942.54	44,674	2,058.73	47,347	2,181.89	50,181	2,312.49
9	40,568	1,869.48	42,994	1,981.28	45,565	2,099.78	48,292	2,225.43	51,181	2,358.57
10	41,375	1,906.68	43,850	2,020.76	46,474	2,141.65	49,255	2,269.81	52,201	2,405.59
11	42,202	1,944.77	44,725	2,061.04	47,401	2,184.37	50,238	2,315.10	53,243	2,453.58
12	43,043	1,983.56	45,617	2,102.18	48,346	2,227.94	51,240	2,361.29	54,306	2,502.59
13	43,902	2,023.12	46,527	2,144.09	49,310	2,272.36	52,261	2,408.35	55,390	2,552.53
14	44,777	2,063.43	47,455	2,186.85	50,295	2,317.72	53,304	2,456.38	56,495	2,603.45
15	45,669	2,104.57	48,401	2,230.46	51,297	2,363.93	54,368	2,505.43	57,622	2,655.37
16	46,579	2,146.52	49,366	2,274.92	52,321	2,411.11	55,452	2,555.41	58,771	2,708.36
17	47,509	2,189.36	50,352	2,320.36	53,364	2,459.18	56,558	2,606.37	59,945	2,762.43
18	48,456	2,233.01	51,356	2,366.65	54,429	2,508.27	57,688	2,658.42	61,140	2,817.53
19	49,423	2,277.56	52,381	2,413.87	55,515	2,558.29	58,839	2,711.48	62,361	2,873.80
20	50,409	2,322.98	53,426	2,462.02	56,622	2,609.33	60,013	2,765.60	63,604	2,931.08

STEP	GRADES									
	16		17		18		19		20	
	Annual	Biweekly								
1	46,315	2,134.35	49,087	2,262.06	52,024	2,397.44	55,138	2,540.93	58,439	2,693.02
2	47,240	2,176.94	50,067	2,307.21	53,062	2,445.27	56,239	2,591.64	59,604	2,746.73
3	48,183	2,220.40	51,066	2,353.26	54,121	2,494.07	57,360	2,643.32	60,795	2,801.62
4	49,142	2,264.62	52,083	2,400.16	55,200	2,543.77	58,505	2,696.10	62,007	2,857.49
5	50,123	2,309.81	53,122	2,448.03	56,302	2,594.56	59,674	2,749.94	63,245	2,914.52
6	51,123	2,355.90	54,182	2,496.87	57,426	2,646.37	60,863	2,804.75	64,509	2,972.74
7	52,143	2,402.91	55,264	2,546.73	58,572	2,699.19	62,078	2,860.73	65,795	3,032.01
8	53,183	2,450.83	56,367	2,597.56	59,741	2,753.02	63,317	2,917.85	67,108	3,092.54
9	54,244	2,499.71	57,490	2,649.33	60,932	2,807.91	64,582	2,976.11	68,449	3,154.33
10	55,326	2,549.61	58,638	2,702.22	62,149	2,864.02	65,870	3,035.46	69,814	3,217.25
11	56,431	2,600.50	59,808	2,756.15	63,389	2,921.14	67,185	3,096.07	71,208	3,281.47
12	57,556	2,652.37	61,002	2,811.15	64,655	2,979.48	68,526	3,157.90	72,630	3,346.99
13	58,705	2,705.31	62,220	2,867.26	65,945	3,038.95	69,894	3,220.90	74,080	3,413.81
14	59,876	2,759.27	63,462	2,924.51	67,261	3,099.60	71,290	3,285.24	75,558	3,481.96
15	61,071	2,814.32	64,729	2,982.89	68,605	3,161.51	72,712	3,350.80	77,067	3,551.50
16	62,289	2,870.47	66,019	3,042.36	69,974	3,224.59	74,163	3,417.66	78,605	3,622.37
17	63,534	2,927.83	67,338	3,103.13	71,370	3,288.94	75,645	3,485.94	80,175	3,694.70
18	64,802	2,986.25	68,681	3,165.04	72,794	3,354.58	77,155	3,555.51	81,776	3,768.50

19	66,095	3,045.85	70,053	3,228.24	74,248	3,421.56	78,695	3,626.51	83,409	3,843.71
20	67,415	3,106.66	71,451	3,292.67	75,730	3,489.87	80,268	3,698.96	85,075	3,920.51

BALTIMORE COUNTY PUBLIC SCHOOLS

Salary Schedule for 12-Month Exempt Administrative, Supervisory, and Technical Staff
26.2 Biweekly Pays, 2003-04

REVISED

STEP	GRADES									
	01		02		03		04		05	
	Annual	Biweekly								
1	22,701	866.44	24,053	918.06	25,487	972.78	27,007	1,030.81	28,618	1,092.29
2	23,150	883.58	24,531	936.30	25,993	992.10	27,544	1,051.29	29,188	1,114.03
3	23,611	901.19	25,019	954.93	26,511	1,011.86	28,092	1,072.21	29,769	1,136.21
4	24,079	919.04	25,516	973.88	27,037	1,031.95	28,651	1,093.55	30,362	1,158.85
5	24,559	937.36	26,024	993.26	27,576	1,052.51	29,221	1,115.29	30,964	1,181.85
6	25,047	956.00	26,540	1,012.96	28,124	1,073.43	29,802	1,137.46	31,581	1,205.40
7	25,545	974.98	27,068	1,033.13	28,683	1,094.77	30,395	1,160.11	32,210	1,229.38
8	26,052	994.37	27,607	1,053.69	29,254	1,116.55	31,001	1,183.23	32,851	1,253.87
9	26,570	1,014.14	28,156	1,074.64	29,836	1,138.76	31,617	1,206.77	33,505	1,278.83
10	27,098	1,034.27	28,717	1,096.07	30,430	1,161.45	32,246	1,230.75	34,172	1,304.27
11	27,638	1,054.87	29,287	1,117.81	31,037	1,184.60	32,888	1,255.29	34,853	1,330.26
12	28,188	1,075.86	29,870	1,140.06	31,654	1,208.15	33,543	1,280.25	35,547	1,356.75
13	28,748	1,097.25	30,464	1,162.74	32,284	1,232.21	34,211	1,305.76	36,254	1,383.72
14	29,321	1,119.11	31,071	1,185.90	32,925	1,256.66	34,892	1,331.75	36,977	1,411.32
15	29,904	1,141.36	31,689	1,209.49	33,582	1,281.74	35,587	1,358.29	37,713	1,439.43
16	30,499	1,164.08	32,319	1,233.55	34,250	1,307.26	36,296	1,385.33	38,463	1,468.05
17	31,107	1,187.27	32,964	1,258.16	34,931	1,333.24	37,019	1,412.93	39,230	1,497.34
18	31,725	1,210.86	33,620	1,283.20	35,626	1,359.78	37,756	1,441.08	40,012	1,527.17
19	32,356	1,234.96	34,287	1,308.67	36,336	1,386.87	38,508	1,469.78	40,809	1,557.60
20	33,000	1,259.53	34,972	1,334.82	37,061	1,414.54	39,276	1,499.07	41,622	1,588.63

STEP	GRADES									
	06		07		08		09		10	
	Annual	Biweekly								
1	30,327	1,157.51	32,137	1,226.59	34,057	1,299.87	36,091	1,377.51	38,247	1,459.79
2	30,930	1,180.55	32,776	1,251.00	34,734	1,325.73	36,809	1,404.92	39,008	1,488.84
3	31,546	1,204.06	33,428	1,275.89	35,425	1,352.11	37,541	1,432.86	39,785	1,518.52
4	32,173	1,227.96	34,095	1,301.34	36,130	1,379.00	38,290	1,461.44	40,578	1,548.80
5	32,812	1,252.38	34,773	1,327.23	36,851	1,406.52	39,053	1,490.57	41,387	1,579.66
6	33,467	1,277.38	35,467	1,353.69	37,585	1,434.55	39,831	1,520.25	42,211	1,611.11
7	34,134	1,302.82	36,172	1,380.62	38,333	1,463.09	40,624	1,550.53	43,053	1,643.24
8	34,814	1,328.76	36,893	1,408.13	39,097	1,492.26	41,434	1,581.47	43,911	1,675.99
9	35,506	1,355.19	37,626	1,436.13	39,876	1,521.99	42,259	1,612.96	44,785	1,709.35
10	36,213	1,382.19	38,376	1,464.75	40,670	1,552.30	43,102	1,645.11	45,678	1,743.44
11	36,934	1,409.71	39,141	1,493.92	41,480	1,583.20	43,961	1,677.90	46,590	1,778.23
12	37,669	1,437.74	39,921	1,523.71	42,308	1,614.80	44,835	1,711.28	47,519	1,813.69
13	38,422	1,466.48	40,716	1,554.06	43,151	1,647.00	45,731	1,745.44	48,464	1,849.78
14	39,185	1,495.61	41,528	1,585.04	44,010	1,679.79	46,641	1,780.19	49,431	1,886.69
15	39,966	1,525.41	42,356	1,616.65	44,888	1,713.28	47,571	1,815.69	50,417	1,924.31
16	40,763	1,555.83	43,198	1,648.77	45,782	1,747.41	48,520	1,851.90	51,421	1,962.64
17	41,574	1,586.81	44,060	1,681.67	46,695	1,782.24	49,488	1,888.85	52,447	2,001.80
18	42,403	1,618.42	44,938	1,715.20	47,625	1,817.74	50,475	1,926.52	53,494	2,041.74
19	43,247	1,650.66	45,834	1,749.37	48,575	1,854.02	51,480	1,964.89	54,560	2,082.43

20	44,110	1,683.60	46,747	1,784.24	49,545	1,891.02	52,508	2,004.12	55,648	2,123.98
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BALTIMORE COUNTY PUBLIC SCHOOLS
Salary Schedule for 12-Month Exempt Administrative, Supervisory, and Technical Staff
26.2 Biweekly Pays, 2003-04

REVISED

STEP	GRADES									
	11		12		13		14		15	
	Annual	Biweekly								
1	40,532	1,547.03	42,955	1,639.50	45,522	1,737.50	48,247	1,841.48	51,130	1,951.52
2	41,340	1,577.85	43,811	1,672.16	46,430	1,772.13	49,207	1,878.12	52,151	1,990.50
3	42,165	1,609.34	44,684	1,705.50	47,356	1,807.48	50,187	1,915.55	53,191	2,030.18
4	43,003	1,641.34	45,575	1,739.50	48,299	1,843.49	51,189	1,953.76	54,252	2,070.68
5	43,861	1,674.09	46,483	1,774.18	49,263	1,880.28	52,210	1,992.76	55,333	2,111.95
6	44,735	1,707.42	47,410	1,809.56	50,246	1,917.79	53,252	2,032.50	56,437	2,154.10
7	45,627	1,741.47	48,355	1,845.61	51,247	1,956.00	54,312	2,073.00	57,562	2,197.03
8	46,536	1,776.18	49,319	1,882.40	52,269	1,995.00	55,396	2,114.35	58,712	2,240.90
9	47,464	1,811.60	50,303	1,919.95	53,311	2,034.78	56,501	2,156.54	59,882	2,285.56
10	48,409	1,847.65	51,305	1,958.20	54,374	2,075.35	57,628	2,199.54	61,075	2,331.12
11	49,376	1,884.57	52,328	1,997.24	55,459	2,116.75	58,778	2,243.44	62,294	2,377.63
12	50,360	1,922.15	53,372	2,037.10	56,565	2,158.97	59,951	2,288.20	63,538	2,425.12
13	51,365	1,960.50	54,436	2,077.71	57,693	2,202.02	61,146	2,333.80	64,806	2,473.52
14	52,388	1,999.56	55,522	2,119.15	58,844	2,245.97	62,365	2,380.34	66,099	2,522.85
15	53,433	2,039.42	56,629	2,161.41	60,018	2,290.75	63,610	2,427.87	67,417	2,573.17
16	54,498	2,080.07	57,758	2,204.50	61,216	2,336.47	64,879	2,476.30	68,762	2,624.52
17	55,586	2,121.59	58,911	2,248.53	62,436	2,383.06	66,173	2,525.68	70,135	2,676.92
18	56,694	2,163.89	60,087	2,293.38	63,682	2,430.63	67,494	2,576.12	71,534	2,730.31
19	57,825	2,207.05	61,286	2,339.14	64,952	2,479.10	68,842	2,627.54	72,963	2,784.84
20	58,978	2,251.07	62,508	2,385.81	66,248	2,528.55	70,216	2,679.99	74,417	2,840.35

STEP	GRADES									
	16		17		18		19		20	
	Annual	Biweekly								
1	54,189	2,068.28	57,431	2,192.04	60,868	2,323.22	64,512	2,462.27	68,373	2,609.66
2	55,270	2,109.55	58,578	2,235.79	62,083	2,369.58	65,799	2,511.41	69,737	2,661.71
3	56,374	2,151.66	59,747	2,280.41	63,322	2,416.87	67,111	2,561.50	71,130	2,714.90
4	57,496	2,194.51	60,937	2,325.86	64,584	2,465.02	68,451	2,612.65	72,549	2,769.03
5	58,644	2,238.31	62,153	2,372.25	65,873	2,514.24	69,818	2,664.81	73,997	2,824.30
6	59,814	2,282.97	63,393	2,419.58	67,189	2,564.45	71,210	2,717.93	75,475	2,880.72
7	61,007	2,328.53	64,659	2,467.89	68,530	2,615.63	72,631	2,772.18	76,980	2,938.16
8	62,224	2,374.97	65,949	2,517.15	69,896	2,667.80	74,081	2,827.53	78,516	2,996.81
9	63,465	2,422.33	67,264	2,567.32	71,290	2,720.99	75,560	2,883.98	80,085	3,056.69
10	64,732	2,470.68	68,607	2,618.57	72,714	2,775.36	77,067	2,941.50	81,683	3,117.66
11	66,024	2,520.00	69,976	2,670.83	74,165	2,830.71	78,606	3,000.23	83,313	3,179.89
12	67,341	2,570.26	71,372	2,724.13	75,646	2,887.25	80,176	3,060.14	84,977	3,243.38
13	68,685	2,621.57	72,797	2,778.51	77,156	2,944.88	81,775	3,121.20	86,673	3,308.13
14	70,055	2,673.86	74,250	2,833.98	78,696	3,003.65	83,409	3,183.55	88,403	3,374.17
15	71,453	2,727.20	75,732	2,890.55	80,267	3,063.64	85,073	3,247.08	90,169	3,441.56
16	72,878	2,781.61	77,242	2,948.18	81,869	3,124.78	86,771	3,311.87	91,968	3,510.24
17	74,335	2,837.20	78,785	3,007.07	83,503	3,187.13	88,504	3,378.03	93,805	3,580.33
18	75,818	2,893.81	80,357	3,067.06	85,169	3,250.73	90,271	3,445.45	95,678	3,651.84
19	77,331	2,951.56	81,962	3,128.31	86,870	3,315.64	92,073	3,514.25	97,588	3,724.73
20	78,875	3,010.49	83,597	3,190.74	88,604	3,381.84	93,913	3,584.46	99,538	3,799.15

BALTIMORE COUNTY PUBLIC SCHOOLS
Salary Schedule for 12-Month Exempt Administrative, Supervisory, and Technical Staff
26.2 Biweekly Pays, 2003-04

REVISED

STEP	GRADES				STEP
	21		22		
	Annual	Biweekly	Annual	Biweekly	
1	72,466	2,765.89	76,805	2,931.49	1
2	73,912	2,821.06	78,337	2,989.98	2
3	75,389	2,877.44	79,903	3,049.74	3
4	76,892	2,934.83	81,497	3,110.57	4
5	78,427	2,993.41	83,124	3,172.67	5
6	79,994	3,053.22	84,785	3,236.06	6
7	81,589	3,114.10	86,476	3,300.60	7
8	83,218	3,176.27	88,202	3,366.50	8
9	84,881	3,239.74	89,965	3,433.77	9
10	86,574	3,304.37	91,760	3,502.28	10
11	88,303	3,370.34	93,592	3,572.21	11
12	90,066	3,437.64	95,461	3,643.55	12
13	91,864	3,506.27	97,367	3,716.30	13
14	93,698	3,576.28	99,311	3,790.50	14
15	95,570	3,647.70	101,295	3,866.22	15
16	97,477	3,720.51	103,317	3,943.39	16
17	99,424	3,794.81	105,380	4,022.15	17
18	101,410	3,870.61	107,485	4,102.50	18
19	103,434	3,947.87	109,631	4,184.39	19
20	105,501	4,026.75	111,822	4,268.01	20

Appendix B

APPENDIX B

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2003 – 8/31/2004

Medical Insurance	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 4,335.48	\$ 433.60	\$21.68
Parent/Child	8,590.80	859.00	42.95
Husband/Wife	10,347.36	1,034.80	51.74
Family	11,666.28	1,166.60	58.33
Kaiser Permanente HMO (Maryland Only)			
Individual	\$3,143.16	\$314.20	\$15.71
Parent/Child(ren)	5,972.16	597.20	29.86
Husband/Wife	7,386.60	738.60	36.93
Family	9,429.60	942.80	47.14
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$3,590.52	\$359.00	\$17.95
Parent/Child	7,001.40	700.00	35.00
Husband/Wife	7,899.00	789.80	39.49
Family	11,309.88	1,130.80	56.54
Dental Insurance			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$243.60	\$85.20	\$4.26
Parent/Child or Husband/Wife	527.76	184.60	9.23
Family	800.28	280.00	14.00
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$277.80	\$119.40	\$5.97
Parent/Child or Husband/Wife	582.48	239.20	11.96
Family	978.36	458.00	22.90
CIGNA Dental DHMO			
Individual	\$304.08	\$145.60	\$7.28
Parent/Child or Husband/Wife	582.84	239.60	11.98
Family	876.24	355.80	17.79
Vision Insurance Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$31.20	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	100.68	69.60	3.48

*All employee benefits deductions are taken from 20 pay periods between September and June.

EXHIBIT K – 4 PSNA

MASTER AGREEMENT

between

THE BOARD OF EDUCATION OF BALTIMORE COUNTY

and

**THE PROFESSIONAL STAFF NURSES' ASSOCIATION OF
MARYLAND**

**(Representing the Elementary and Special School Nurses
Employed by the Baltimore County Board of Education)**

FOR THE PERIOD FROM

JULY 1, 2003 – JUNE 30, 2007

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PREAMBLE

This Agreement is entered into by and between the Board of Education of Baltimore County, hereinafter referred to as the "Board" or "Employer," and the Professional Staff Nurses' Association of Maryland, hereinafter referred to as the "Association," and has as its purpose the promotion of harmonious relations between the Board and the Association, the insurance of optimum and uninterrupted care for the elementary and special school students of Baltimore County, the establishment of an equitable and effective procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment for the employees covered hereunder.

ARTICLE I - RECOGNITION

In accordance with the provisions of Title 4, Subtitle 4 of the Education Article of the Annotated Code of Maryland, the Board of Education of Baltimore County hereby designates that the Professional Staff Nurses' Association of Maryland shall be the exclusive representative of all licensed elementary and special school nurses except administrative and supervisory personnel and employees named by the Board of Education to act in a negotiating capacity as specified in Subsection 4-408 of the negotiations law.

ARTICLE II - BOARD'S RIGHTS

2.1 Legal Authority

The Board on its own behalf, and on behalf of the citizens of Baltimore County, retains and reserves to itself, without limitations, all powers, conferred upon and vested in it by the laws and Constitution of the State of Maryland and/or the United States.

2.2 Managerial Rights

In exercising such powers, the Board, through its administrative staff, shall be free, subject to the provisions of this Agreement, to exercise all of its managerial rights and authority to the extent permitted by law.

ARTICLE III - ASSOCIATION'S RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

3.1 Member's Protection

There will be no reprisals of any kind taken against a nurse as a result of her/his proper exercise of authority and responsibility in performing assigned duties, membership in the Association, participation in any of its legal activities, or participation in the grievance procedure provided in this Agreement.

3.2 New Nurses

The Board will provide to the Association the names and addresses of new nurses hired as soon as the nurses are notified of their appointments.

3.3 Communications from Central Office

The Association and the Chapter President will receive ample copies of all communications concerning salaries, wages, hours, and working conditions of nurses which are given general distribution to schools, nurses, and principals. The Association and the Chapter President will also receive ample copies of any policies or regulations that are to be included in the "Manual of Policies and Regulations."

3.4 Payroll Deductions

The Board shall provide for payroll deduction of dues to the Association, (PSNA), for the duration of this Agreement. Upon termination of employment, the Payroll Office shall deduct the balance of unpaid dues to the Association from the employee's final paycheck and remit said sum to the Association, except in case of death, retirement, and unpaid medical leave when such leave extends through the duration of the school year.

Deduction of PSNA dues will remain in effect unless a nurse withdraws from membership prior to September 15 by notifying the PSNA and the Payroll Office in writing.

The Board shall provide employees with a list of approved tax sheltered annuities and custodial companies. The selection of annuity and custodial account companies shall be made in consultation with representatives of the Board's bargaining units.

Direct Deposit - The Board will make direct deposit of paychecks available to each nurse.

Any alteration of the payroll deduction procedures shall be by mutual agreement of PSNA and the Board.

3.5 Inter-School Mail

The Association may use the inter-school mail delivery service to distribute official Association/Chapter materials. The Board agrees to deliver such materials promptly to the Association President, but no later than one week after they are received whenever possible. The Board reserves the right to refuse to deliver any material or communication which it deems to be illegal or libelous.

3.6 Use of Facilities

The Association shall have the right to use school buildings and equipment without cost except for payment of materials and supplies. When such use requires extra custodial or cafeteria services, the Association shall be billed for such additional services.

3.7 Board of Education Meetings

The Board recognizes the importance of the viewpoints of elementary and special school nurses in arriving at educational decisions. In order to present a proposal to the Board, the Association shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official representative of the Association may be recognized during Board meetings to offer comments germane to matters under consideration which would affect elementary and special school nurses.

3.8 Agency Fee

An agency fee will be implemented when the Association attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the event that a membership falls below 75%, 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 IV - NURSES' RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

4.1 Non-Duty Hours

Out-of-school activities, excluding those related to professional growth of the nurse during her/his non-duty hours, shall not be the subject of action by the Board or its administrative officials, provided these activities do not clearly impair the nurse's effectiveness in her/his school nursing assignment.

4.2 Non-Discrimination

The provisions of this Agreement shall not be applied in a manner arbitrary, capricious, or discriminatory in regard to race, creed, religion, color, national origin, age, sex, disability, or marital status. No nurse shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage as defined in this Agreement without just cause.

4.3 Conditions of Employment

Neither the Board nor the Association can be held accountable for any promise, assurance, or guarantee by a recruiter unless such is provided in writing.

4.4 Confidential Information

No names, addresses, telephone numbers, salary, or other personal information about a nurse shall be released by the Board to any commercial enterprise without written permission of the nurse, unless required by law.

4.5 Citizenship Rights

Full rights of citizenship shall be guaranteed to each nurse.

The Board and the Association recognize the right of nurses to participate in political government affairs in a manner afforded any other citizen, including: the right to vote, the right to be an active member of a political party, the right to campaign for candidates for election to public office, and the right to seek, campaign for, and serve in public office.

Political activities of any nurse seeking or holding office or campaigning for a candidate shall be conducted outside the job location and outside working hours.

The following activities are specifically prohibited upon property under the jurisdiction of the Board:

- (a) Posting of political circulars or petitions.
- (b) The use of the school's stenographic help, telephones, or equipment.

A nurse shall refrain from exploiting the privilege of her/his position. Neither shall a nurse involve pupils in political activities for herself/himself or for any party, candidate, or political issue which the nurse is promoting.

A nurse whose performance has been rated satisfactory shall be granted leave of absence without pay for the purpose of running for or serving in a public office, if such participation interferes with her/his assigned duties. The nurse shall make the request for leave of absence at least thirty (30) days prior to the effective date.

Nothing in this Agreement shall prevent:

- (a) The dissemination of information concerning school budgets or school bonds.
- (b) The use of "bumper stickers" or other expressions of individual preference upon nurses' automobiles.
- (c) The dissemination of information concerning elections and campaigns within the Association.

4.6 Attendance at Meetings

When it is necessary for any nurse to participate in an activity authorized by the Superintendent or his/her designee during the school day, such nurse shall be released without loss of pay for such time as is necessary for her/his attendance at such hearing or meeting.

4.7 Job Security

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 her/his position being abolished if a probationary nurse currently holds the same type position. If no such probationary nurse is currently holding the same type position, the continuing nurse with the least seniority in the Baltimore County Public Schools will be terminated, all other things being equal.

Nurses on layoff shall be recalled in order of their seniority as vacancies become available. While a layoff continues, no new hires shall be permitted except where: (a) there are no nurses on layoff qualified by license and degree to fill a vacant position; or (b) all qualified nurses on layoff decline the offer to fill the vacancy. Nurses 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 for a period of two (2) years. Except for proven medical disability, a nurse who declines a job offer for which she/he is qualified shall forfeit recall rights.

Nurses laid off under the provisions of this section shall have the option of continuing membership in the Board's group insurance programs for a period not to exceed two (2) years by paying the full premium cost. If, during the two (2) year period, the nurse is offered and declines re-employment, this privilege shall be terminated.

4.8 Part-Time Nurses

Any part-time nurse who has requested full-time shall be considered for a position for which she/he is qualified before a new nurse may be hired for that position.

4.9 Interoffice Mail

Mail directed to nurses through the interoffice system will be delivered to nurses in the unopened interoffice envelopes.

ARTICLE V - GRIEVANCE PROCEDURE

Introduction

The parties recognize their mutual responsibility for the prompt and orderly disposition of nurse problems. Their reliance on the following grievance procedure does not detract from the right of a nurse to discuss any matter with her/his immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of her/his position. Where alternative appeal procedures may be available, the selection of one will be deemed to be a waiver of all others.

5.1 Definitions

1. Nurse: A nurse is defined as any elementary or special school nurse of the Board of Education of Baltimore County.
2. Grievance: A grievance is a complaint by a nurse concerning the interpretation, application, or alleged violation of an expressed provision or provisions of this Agreement.
3. The Grievant: The grievant is the person or persons, filing a grievance.
4. Representation: A nurse may be represented by PSNA at any step of the grievance procedure.
5. Policy and Rules Numbers - Refer to policy and rule designations in the Manual of Policies and Regulations, Board of Education of Baltimore County. Copies of the Manual are available for nurse's use in each school.

5.2 Procedure

A nurse who feels she/he has a grievance shall discuss it, either orally or in writing, with her/his immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or her/his first knowledge thereof.

The informal discussion of problems and the continuous interchange of views between nurses and their principals and/or the nursing supervisor is encouraged in order to resolve as many disputes as possible informally.

Level I - If a nurse is not satisfied with the disposition of her/his claim at the informal level, she/he may submit her/his grievance in writing on the appropriate form within ten (10) days following the reply at the informal level to her/his Executive Director of Schools or other appropriate administrator. Such individual shall within ten (10) days of receipt of the grievance, or date of grievance hearing if held, inform the grievant as to the disposition of her/his claim.

Level II - If a nurse is not satisfied with the disposition of her/his claim at the Level I, she/he may appeal in writing to the Superintendent or his/her designated representative within ten (10) days. The Superintendent or her/his designated representative shall inform the grievant as to the disposition of her/his claim within ten (10) days of the receipt of the appeal at this level, or date of grievance hearing if held.

Level III - On request of the grievant, PSNA may appeal the Superintendent's disposition to arbitration. If it so determines, it shall notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of notification of the Superintendent's disposition of the claim.

Within ten (10) days after such notification of submission to arbitration, the Board and PSNA will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of seven (7) arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. He/she shall have no authority to add to, alter, detract from, amend, or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The award of the arbitrator, in writing, shall be final and binding on the aggrieved employee or employees, the Association, and the Board.

The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost of the services of the arbitrator shall be shared equally by the parties.

Grievance forms and attendant papers shall not be placed in a nurse's personnel file.

ARTICLE VI - PROTECTION OF NURSES
{PERSONAL INJURY BENEFITS AND PROPERTY LOSS}

6.1 Procedure in Case of Assault and/or Battery

Any case of assault and/or battery upon a nurse while acting within the scope of her/his duties shall be promptly reported in writing to her/his principal who shall forward the report to the Executive Director of Schools. In situations requiring immediate attention, the principal shall report to the Executive Director by telephone. The scope of the nurse's duties in such cases involving assault shall be defined to include any extracurricular activity or duty, whether school-sponsored or PTA-sponsored.

Upon receipt of the report, the appropriate administrator shall comply with any reasonable request from the nurse for information in his/her possession relating to the persons involved, and will act in appropriate ways as liaison between the nurse, the police, and the courts. The principal, Executive Director, or a member of the Superintendent's staff will appear with the nurse at any consequent hearing.

Nurses shall report to the appropriate administrator, and PSNA, any threats of civil or criminal action against them arising out of and in the course of their employment.

6.2 Property Loss - Battery

In the event that a nurse has any clothing or other personal property damaged or destroyed as the result of unwarranted battery suffered in the course of her/his employment, the Board shall reimburse the nurse the cost of repair or the replacement value of such property, less any benefit from Workers' Compensation or insurance. This benefit shall have a five-dollar (~~15~~) minimum clause.

6.3 Property Loss - General

The Board shall assume liability for the value of personal property destroyed, lost, or damaged on the school property as a result of an accident, vandalism, or theft under the following circumstances:

In the case of personal property, supplies, or materials brought to school to be used as an adjunct to professional activities, a written request to use the article(s) must have been approved by the principal prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such request must be renewed annually.

No coverage shall exceed six hundred fifty dollars (~~\$650~~).

Such coverage shall not apply if the negligence of the nurse contributes to the loss.

ARTICLE VII - WORKING CONDITIONS GENERAL

7.1 Hazardous Conditions

When the Health Suite is judged by authorized qualified personnel to be a health or safety hazard, creating a condition unsuitable for caring for children, and if the authorized qualified personnel so recommends, the Health Suite shall be closed to nurses, students, and teachers until such hazard can be corrected.

7.2 Charitable Contributions

No individual school quotas for charity campaigns will be established. Nurses who do not plan to contribute do not need to return pledge cards. Any nurse who has a personal interest and wishes to describe the benefits of a particular charitable campaign may present her/his ideas at a meeting.

7.3 Substitutes

The responsibility for the orientation and employment of substitutes rests at the local school level. The principal, or his/her designee, shall be responsible for obtaining qualified substitutes. The school nurse shall not be required to be the designee. A list of approved substitutes will be provided through the Office of Health Services to assist the principal in obtaining such substitutes.

7.4 Regular School Day

The regular school day for nurses shall be seven (7) hours in duration. This period shall extend from fifteen (15) minutes before the time for starting scheduled activities for students and shall not extend beyond fifteen (15) minutes after the time for dismissing regularly scheduled students.

The principal and school nurse may agree to redistribute up to ten (10) minutes of time before school and/or up to ten (10) minutes of the time after school during any week.

On days when inclement weather causes a delayed opening, the required workday of nurses will begin not more than thirty (30) minutes before the revised starting time. On days when inclement weather causes an early dismissal, the workday of nurses will end as soon as the nurse's responsibilities are completed.

In special programs where pupils have a daily schedule of less than six and one-half (6-1/2) hours in duration, nurses may be required to work seven (7) hours per day. Exceptions may be authorized by the principal in cases of emergencies.

A nurse may leave the school building during the duty-free lunch period or prior to the termination of the fifteen (15) minute period after school and after completing all assigned duties upon approval of the principal or his/her designee. A backup first aid and emergency plan shall be in place prior to the nurse leaving the building.

Upon returning to the school building from a duty-free lunch period, a nurse shall notify the secretary or other designated person.

In addition to daily nursing responsibilities, the following activities will be considered part of the normal assignment for nurses:

Attending professional faculty meetings approximately once per week.

Assisting at appropriate student activities.

Sponsoring and/or supervising appropriate student activities.

Attending PTA meetings in accordance with established policy.

Attending professional meetings with the supervisor of health services as scheduled approximately once a month.

Attending evening or Saturday professional meetings no more than twice a year.

Meeting with students, parents, or other staff members as professional responsibilities require with the time for such meeting being established by mutual agreement between the nurse and other person(s) involved.

7.5 Duty-Free Lunch

A thirty (30) minute duty-free lunch period shall be provided for all nurses. Cases of emergency will take precedence at any time.

7.6 PTA Meetings

Nurses' attendance at PTA meetings provides a vital link in promoting the total educational program to the parents. It gives an opportunity for parents and nurses to explore jointly their responsibility to their children and to public education.

Nurses should be present when the nature of the program indicates a need for their participation. Should professional or personal responsibilities conflict, the problem should be resolved with the local principal.

Nurses are encouraged to participate in the activities of their PTAs.

7.7 Transporting Students

Nurses shall not be required to transport students.

7.8 Office Equipment

Each nurse shall be provided with a serviceable desk with keys, an adult chair, adequate filing cabinets, a lockable medicine storage unit, and a refrigerator specific to the health office. In addition, the necessary supplies and materials in adequate amounts as needed in the program shall be furnished.

7.9 Duplicating Materials

School nurses shall have access to serviceable duplicating equipment and adequate supplies of proper duplicating materials.

7.10 Supplies

The Board recognizes the need to provide adequate supplies and materials for the implementation of the health services programs in each school. Every effort will be made to provide such materials in a timely manner. Requests for such supplies shall be reasonably considered.

7.11 Professional Libraries

The Board agrees to continue development of professional resources in schools and include therein materials which are requested by the school nurse in cooperation with the appropriate supervisors and coordinators to the extent that funds are available.

All texts, reference books, and materials contained within the central school library are available for nurses' use. Materials from the central reference library of the Board and the professional library of the Association are available to nurses.

7.12 Parking

Ample facilities at each school shall be available for nurse parking.

7.13 Preparation/Planning Time

A nurse may request of her/his 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.

7.14 Nurses shall not be required to perform bus duty, except in cases of emergency, pending the nurses' availability.

7.15 Field Trips

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.

7.16 Communication of Concerns

The input of the school nurse is a valuable source of information for the Office of Health Services. In the event a school nurse has concerns about the School Health Program or its delivery, and these concerns as determined by the Office of Health Services and the local school administrator are unrelated to the performance of the school nurse, the school nurse shall notify the Office of Health Services and the local school administration, and may notify the Association. The Coordinator of Health Services or his/her designee will investigate the concerns with the school nurse and the administration.

ARTICLE VIII - ABSENCES AND LEAVES

8.1 General Provisions

In granting a leave of absence to a continuing employee nurse, the Board obligates itself to offer that nurse, as soon as possible upon expiration of the leave, a position as comparable as possible to the nurse's previous position, without creating a new position or transferring another nurse.

Any nurse who is on an approved leave, and notifies the Department of Personnel by April 1 of her/his intention to return to active duty status as of the following September, will be considered prior to the employment of a new nurse. Such returning nurse will be guaranteed placement unless that nurse would have otherwise been laid off.

If a salary deduction is necessary for time lost on a duty day, the deduction will be made at the rate of one-tenth (1/10) of the nurse's biweekly salary.

8.2 Academic Activities

One (1) day is allowed for an employee to attend her/his own college commencement, her/his spouse's and her/his children's. The absence will be charged to urgent personal business leave.

One (1) day is allowed for employees to appear for examinations for advanced degrees or professional licenses related to their employment. The absence will be charged to urgent personal business leave.

8.3 Adoption Leave

A full-time nurse shall have six (6) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave. In the event that both parents are Board employees, they may divide the use of paid adoption leave between themselves or either one may use the full six (6) weeks.

8.4 Bereavement Leave

Four (4) consecutive calendar days, beginning with the day of death or the first day after death, are allowed if the death is in the immediate family. One (1) additional day 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. If additional days are needed, those days allowed for urgent personal business may be used.

One (1) workday is allowed to attend the funeral of a close relative. An additional day, if needed, shall be granted in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of a religious denomination.

The employee is required to submit to the appropriate administrator a letter stating the relationship, the date of death, the date of the funeral, and the dates of absence. This explanation will be forwarded with the payroll report.

8.5 Extended Leave of Absence

The Board may grant leaves of absence with or without loss of pay as described in the regulations for each category of leave, upon the request of the employee for purposes which the Board may deem appropriate including, but not limited to, the employee's health.

8.6 Absence for Maternity

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

8.7 Child Rearing Leave

If a nurse does not desire to return to her position as soon as she is physically able to do so, following the birth of a child, or if a father wishes to remain home to rear a newborn child, she/he may apply for a child rearing leave of absence under the following conditions:

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.

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 following the birth or adoption of the child.

Such leave becomes effective following the last day of employment. A nurse on child rearing leave may use accumulated sick leave for up to six (6) calendar weeks after giving birth to the child, provided that the nurse has worked until it was medically necessary to stop.

When a child rearing leave is scheduled to terminate after a semester begins (September 1 or February 1), the Board or nurse will have the option of extending the leave to the beginning of the following semester.

A nurse on child rearing leave will be reinstated as soon as an appropriate vacancy occurs after the request for reinstatement. The nurse should give as much advance notice as possible in order to maximize the Board's efforts in satisfying the nurse's request for placement.

Before a nurse returns to duty, the nurse may be required to present a doctor's certificate stating the ability to resume regular work.

The unused sick leave of a nurse who has been granted a child rearing leave of absence will be held in abeyance until such time as she/he returns to active service.

A staff member on child rearing leave of absence will be re-employed in an appropriate position as soon as a vacancy occurs after her/his request for reinstatement, provided that her/his Professional Nursing License is still valid.

A probationary nurse's assignment at the end of a child rearing leave of absence will depend upon her/his evaluations and previous effectiveness as a nurse.

8.8 Military Leave

All nurses who have volunteered or who have been called for military duty shall be given a leave of absence covering their period of service in the Armed Forces of the United States.

Short-term nurses who lose time due to obligatory short-term emergency or annual unit training duty with the National Guard or military reserves may be granted leave with regular pay consistent with their official military orders up to a period of fifteen (15) working days per annum. During the fifteen-day (15) period, accrual of benefits will continue.

If a nurse is a member of the organized militia and is ordered to active duty under the authority of the Governor, she/he shall be entitled to leave of absence without loss of pay while actually serving under such active duty orders.

"Without loss of pay" shall mean the nurse's regular pay for the period of service less any compensation for such military duty.

In order to implement this policy, the nurse must present the Board with a copy of her/his military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated. If a ten-month (10) nurse has an option as to when she/he participates in short-term duty she/he shall do so at the time which has least conflict with her/his professional duties.

Extended active duty military leave shall upon request be granted to any nurse entering one of the military services of the United States. Upon completion of her/his military obligation, she/he shall, within a reasonable length of time, be reinstated to her/his previous position, one of similar scope and complexity, or to an advanced position for which the Director of Personnel believes she/he is qualified by virtue of her/his service, experience, and training.

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

The above applies, providing:

(a) The returning veteran has been separated under honorable or general conditions. Veterans separated under other than honorable (undesirable, bad conduct, or dishonorable) conditions shall forfeit their rights under this policy.

(b) The veteran applies for reinstatement within one (1) year of separation or an approved extension thereof.

(c) The service period has not been voluntarily extended beyond four (4) years' total active duty since August 1, 1961.

(d) The veteran is still qualified to perform the duties of her/his former position or one of similar scope and complexity.

(e) It is possible and reasonable to reinstate the veteran. Should the type of work formerly performed by the veteran no longer be required by the Board, or

should all suitable positions be filled, the veteran shall be considered for future suitable openings.

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

(a) Nurses returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.

(b) A nurse who has successful service in the Peace Corps or VISTA will receive the same type of salary credit as that for military service.

(c) Salary credit for military service for nurses new to the system may be granted up to a maximum of two (2) years.

(d) A reasonable effort shall be made to reinstate to a comparable position a former nurse who resigned to accompany a spouse who was on military duty, provided that the former nurse held continuing status in the system at the time of the resignation. Service of the spouse shall not have been voluntarily extended beyond four (4) years' total active duty, and the nurse employee must have applied for reinstatement within one (1) year of the separation of the spouse from service.

8.9 Personal Leave

A nurse with seven (7) years or more continuous, active service with the Board may be granted a personal leave of absence without pay for one (1) year.

Personal leave shall not count towards seniority and shall not be included in computing eligibility for an increment.

8.10 Sick Leave

A full-time nurse during the first and second fiscal years shall be advanced ten (10) days of sick leave or twelve (12) days for twelve-month (12) employment. The first year for this purpose shall consist of at least three (3) month's employment.

A full-time nurse in her/his third year of nursing experience, and thereafter will be advanced fifteen (15) days for ten-month (10) employment and eighteen (18) days for twelve-month (12) employment.

Nurses shall be eligible to accumulate earned sick leave days on an unlimited basis. The Board agrees that a nurse shall be notified during November of the number of sick leave days she;he has accumulated. This information may be obtained at other times by referral to school payroll sheets.

A nurse must be in a pay status for six (6) weekdays in a biweekly pay period to accrue sick leave benefits for the pay period.

A nurse on less than a twelve-month (12) schedule, who is employed for additional periods of duty on a temporary basis, is permitted to use sick leave during these periods. Such a nurse shall accrue sick leave for the additional term of employment in proportion to the time worked. Nurses employed during the summer months for a period of six (6) weeks shall be considered as twelve-month (12) nurse employees for the purpose of accumulating sick leave days.

A nurse on a leave of absence requiring Board action does not accrue sick leave time.

When a nurse is granted a leave of absence requiring Board action, her;his accumulated sick leave days are held in abeyance until she;he returns to duty. Upon return to duty, the nurse will be granted sick leave days according to the policies in effect, but she;he will not lose her;his earned length of service for accumulated purposes.

The Board shall reserve the right to give special salary consideration beyond accumulated sick leave to nurses who face serious financial hardship. In each instance the decision of the Board shall be based on the circumstances of the particular case.

A nurse who leaves the employ of the Board will be granted sick leave days accumulated during prior service if she;he returns to duty within one (1) year. Ten-month (10) nurse employees who resign as of June 30 of any one calendar year are eligible for such credit, provided they are re-employed in September of the following year.

A nurse who leaves the employ of the Board shall be granted leave eligibility accumulated during prior service if she/he returns to duty with the Board within three (3) years, if one of the following reasons for termination can be established:

- (a) Changing of domiciles because of spouse's job transfer.
- (b) Employment in another educational system or professional association such that the entire period is spent working with students or teachers.
- (c) Being on approved leave from the Board. Maternity or the adoption of an infant is considered as a valid reason for extending the above period from three (3) years to six (6) years.

8.11 Family Illness

Nurses may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, nurses will be advanced a maximum of 4 days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of eight (8) days. Family Illness days are a part of a teacher's personal sick leave. Two (2) days of Family Illness leave shall be available to a father on the occasion of the birth of his child. The Manager of the Office of Staff Relations may approve additional days of Family Illness leave if the teacher has sufficient personal sick leave and can provide medical documentation of the family member's illness.

8.12 Study Leave - Academic

A nurse with two (2) 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.

Application for academic leave shall be made in writing prior to June 1, preceding the year for which such leave is requested.

This leave of absence is granted without pay. If the individual carries a minimum of twelve (12) hours each semester, the time spent on academic leave of absence will be included in computing eligibility for an increment.

Upon return from academic leave, this person will receive the full yearly increment, provided she/he has fulfilled the plans approved by the Superintendent.

The number of academic leaves granted during any one school year will be decided in the best interest of the school system.

8.13 Unusual or Imperative Leave

A continuing nurse may be granted a leave of up to one ~~(1)~~ year by the Board at loss of full pay for unusual or imperative reasons when no other leave program is applicable.

Application and approval must be secured before the absence begins.

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

The nurse must notify the Department of Personnel immediately if the plans for the leave do not materialize as planned.

8.14 Urgent Personal Business Leave

Each elementary and special school nurse shall be entitled to up to three ~~(3)~~ days per year for urgent personal business leave. A written statement of intent shall be submitted to the principal (or other appropriate administrator) at least twenty-four ~~(24)~~ hours prior to the expected absence. The principal or other appropriate administrator may make exception to the twenty-four ~~(24)~~ hour requirement in case of a demonstrated need. Urgent personal business leave must be used only to conduct personal business of a nature that cannot be scheduled on a non-duty day. Urgent personal business leave may not be used on consecutive duty days except as otherwise indicated in this Agreement or with permission of the principal (or other appropriate administrator).

Personal business leave may be used by nurses when the opening of a college summer session precedes the last duty day for nurses. This leave shall not interfere unduly with the program of instruction and shall be subject to approval by the Executive Director of Schools. If a nurse has used her/his personal business leave, up to three ~~(3)~~ additional days may be taken with loss of pay, for this purpose.

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

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

Personal business leave may not be used immediately prior to the end of the school year, except as provided in paragraph two (2) of this Section. Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

8.15 Special Religious Observance Leave

Nurses will be permitted a total of five (5) days for religious holidays, including the three (3) personal business days allowed. Unused personal business leave is cumulative, as provided above. In determining these holidays, the Superintendent will request verifications from appropriate religious authorities. The nurse is required to submit one (1) week in advance, to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday. This day shall not be subtracted from the nurse's sick leave.

8.16 Court-Related Leave

Nurses may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally-established court unless she/he is a defendant in court proceedings. Such absence is not charged to sick leave. A nurse receiving compensation for this duty shall receive his/her regular salary, less any compensation for such duty.

If a nurse defendant is found to be not guilty or in a civil case, disposition is in favor of the defendant by the court, the nurse shall be paid retroactively for time lost because of summons, provided verification of the verdict is provided within thirty (30) days of the absence. A nurse pleading nolo contendere shall not be paid.

8.17 Sick Leave Bank

Nurses shall be eligible to join and participate in the Sick Leave Bank under the terms and conditions specified in the Agreement between CASE, Unit 3, TABCO Sick Leave Bank and the Board of Education.

8.18 Workers' Compensation Leave

When a nurse is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of her/his employment as used and defined in the Workers' Compensation Laws of Maryland, the nurse will be paid her/his salary as close to net as possible. No part of such absence will be charged to the nurse's sick leave. Workers' Compensation Leave shall cease when the period covered by the Workers' Compensation Law has expired. Any nurse who terminates her/his service with the Board must reimburse the Board for any advanced personal injury leave pay for which she/he is indebted to the Board.

The Board will continue to pay its share of the cost of health insurance for a nurse receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury and sick leave benefits.

ARTICLE IX - EVALUATIONS AND FILES

9.1 Observation Procedures

The Superintendent's designees have the responsibility of evaluating the effectiveness of nurses. They will observe the nurse at work. Clinical supervision will be provided in accordance with Maryland State Board of Nursing Regulations and the BCPS Office of Health Services' Procedures.

All observations of the nursing performance of any nurse shall be conducted openly and with the full knowledge of the nurse.

Any written observation report shall be for the purpose of advising the nurse of her/his strengths and weaknesses, including suggestions for improvement and, when appropriate, advising the nurse in the event previously made suggestions are not being implemented.

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

Following an observation that is less than satisfactory, the observer shall suggest ways of improving at a conference which shall be held within three (3) duty days after the observation. These suggestions will be put in writing and given to the nurse within seven (7) days.

The reports of observations shall accurately reflect the behavior observed. Any written observation report shall indicate whether the performance is satisfactory or unsatisfactory. These reports are to be signed by the observer.

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

9.2 Evaluation

Each nurse shall be given a copy of her/his evaluation report and shall have the opportunity to discuss that report with her/his supervisor and/or principal. She/he shall be required to sign the report no later than three (3) duty days after receiving it. Her/his signature does not necessarily indicate agreement with its contents. She/he shall have the right to make written responses which shall become part of her/his file.

Any unusual circumstances or conditions which may have had an effect on the nurse's performance during an observation shall be recorded on the evaluation report. Should an evaluation show a nurse's performance as needing improvement, comments relating to the areas in which improvements are needed shall be included on or with the evaluation form.

Whenever possible, an overall evaluation rating may not be reduced to unsatisfactory unless the nurse has received written suggestions for improvement in the areas of weakness, advance warning of a possible reduction, and an opportunity to show the necessary improvement.

In the event a nurse is not evaluated in a given year, it shall be assumed that the nurse's performance was no less than the last written evaluation.

Any adverse evaluation of a nurse's performance filed by the nurse's supervisor and/or principal may be subject to the grievance procedure, but only on the grounds of arbitrariness, discrimination, or failure to follow procedures.

A nurse shall be given the name and specific complaint of any person who complains about the nurse within a reasonable time if the complaint is to be given any consideration in the nurse's evaluation.

A nurse's final evaluation for any year will be completed and given to the nurse employee no later than four (4) duty days prior to the last duty day of the year.

9.3 Files

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

Facilities shall be available for the nurse to make Photostat copies of such contents and records as concern her/his work or herself/himself, except in circumstances beyond the control of the administrator.

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

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

Any personnel file material other than in the central file shall be available for review by the nurse at a time mutually convenient to the nurse and the appropriate administrator. At the nurse's request, a witness of her/his choice may accompany the nurse in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.

ARTICLE X - TRANSFERS AND ASSIGNMENTS

10.1 Voluntary

Nurses who wish to be considered for a transfer to another school shall submit their request on the Declaration of Intention form to the Coordinator of Health Services not later than the established deadline. Any transfer requests submitted after the established deadline shall not require reconsideration or change of any other transfer action made by the Board prior to receipt of such request.

Nurses who have requested transfers or reassignment shall be notified by three (3) duty days prior to the last duty day of the school year of the administrator's action on said transfer or reassignment. This action will include: (1) the granting of the transfer or reassignment; (2) denial and the reason for the denial; or (3) the absence of the actions specified in either (1) or (2) will indicate that this request is being held in abeyance with the possibility it can be granted within a reasonable period of time. All requests for transfers that have not been granted shall be active until 3 weeks before the nurses' first duty day and may be considered after that date.

The voluntary reassignment and/or transfer of a nurse shall be determined by the receiving principal with the approval of the appropriate Executive Director of Schools or his/her designee.

10.2 Involuntary - Excess/Administrative

Involuntary transfers may be necessary due to excess staffing or as a result of the unique needs of the schools.

Excess:

In effecting involuntary transfers of excess school nurses, whenever possible, voluntary transfer requests will not be acted upon prior to the identification of excess school nurses.

Involuntary transferred excess nurses 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 the nurses' preferences.

Administrative:

When a nurse is administratively transferred she/he shall be given the opportunity to make known her/his wishes regarding a new assignment by

submitting a list of schools in preferential order for which she;he wishes to be considered. Authority for all such transfers rests with the Superintendent.

ARTICLE XI - PROFESSIONAL GROWTH AND COMPENSATION

11.1 Professional Growth

It is the goal of both parties to have all elementary and special school nurses attain a bachelor's degree either in nursing or in a field related to her;his job responsibilities. In keeping with this goal nurses who do not have a bachelor's degree by September 1996, shall be encouraged to earn six (6) hours of credit annually towards completion of the degree.

Nurses who do not complete six (6) hours of credit annually toward completion of the degree shall be frozen at the salary step and lane they occupy for that year. In the event a nurse completes six (6) hours after a lapse of one year, she;he will move to the next salary step at the time the six (6) hours of credit is achieved.

Except as otherwise provided in Section 15.4 of this Agreement, all elementary and special school nurses transferred from the Baltimore County Department of Health in 1992 must meet the educational requirement of a bachelor's degree by the year 2005. Nurses who do not achieve the bachelor's degree by the year 2005 shall be frozen at the salary step and lane they occupy in the year 2005 until she;he earns the bachelor's degree. Service completed while frozen on a given step shall not count towards future placement on the salary schedule in the appropriate salary lane.

11.2 Reimbursement

The Board will reimburse nurses for tuition and fee charges up to nine (9) college credits per year and up to one hundred twenty five dollars (\$125.00) per credit hour.

A nurse must file a Request for Reimbursement Form, obtained from the office of the principal or other appropriate administrator, to secure reimbursement for courses.

11.3 Salary Errors

In the event of a salary error, neither the Board nor the Association may claim salary adjustment for any more than the fiscal year in which the error is detected. When a nurse has been overpaid, he/she must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the nurse's request, repayment deductions may begin immediately.

11.4 Workshops

Nurses participating in any County program development workshop activities during the summer shall be compensated at the rate of \$199.00 per day.

11.5 Responsibility Factor

A nurse assigned by the Superintendent or his/her designee to work in the capacity of an administrator who is absent from he/his position shall be paid the responsibility factor for such position, if she/he performs the work of the absent administrator in excess of six (6) weeks.

A nurse who supervises a health assistant for the equivalent of two (2) or more full days of employment (.4 FTE) will receive an annual responsibility factor of \$2,342. This amount will be increased each year by the same percentage as the cost of living increase in the basic nurses' salary schedule.

11.6 Part-Time Employees

All nurses hired prior to July 1, 1978, who are or who become part-time nurses shall receive the same benefits as full-time nurses except that their salary, sick leave, and preparation time shall be determined on a pro rata basis related to full-time nurses. However, any nurse hired prior to July 1, 1978, and who becomes less than half-time on or after July 1, 1982, other than as a result of a layoff procedure, will have her/his health insurance and dental insurance benefits maintained at fifty percent (50%) of the contribution by the Board for full-time nurses. All part-time nurses with a hire date of July 1, 1978, or thereafter will have their health insurance and dental insurance benefits prorated in accordance with that portion of a full position that they occupy. The Board shall not initiate any action by which part-time positions are created to eliminate or replace full-time positions.

Any part-time nurse who has requested full-time shall be considered for a position for which she/he is qualified before a new nurse may be hired for that position.

ARTICLE XII - INSURANCE

12.1 Basic Plan Life Insurance

The Board shall pay one hundred percent (100%) of the premiums for ten thousand dollars (\$10,000) Life Insurance for all full-time nurses.

12.2 Optional Plan Life Insurance

The optional life insurance coverage shall be provided in accordance with Appendix C.

12.3 Section 125 Plan

The Board shall provide for nurse contributions to life, health, dental insurance programs, and nurse premiums for cancer, intensive care insurance, to be made with pre-tax dollars under Section 125 of the IRS Code. The Board shall provide for additional coverage under Section 125 as indicated in the Flexible Benefits Plan described later in this Article.

12.4 Flexible Benefits Insurance Program

A flexible benefits insurance program shall be offered to nurses, along with flexible spending accounts established under Section 125 of the IRS Code.

Each spring nurses will elect benefits and type of coverage, according to their particular need.

Each benefit option will have a "price tag" or cost to the nurse if that particular benefit is selected. All nurse contributions will be on a pre-tax basis. This means that federal and state income taxes and FICA tax will not be withheld on nurse contributions nor will these contributions be included in a nurse's gross wages as reported on W-2 form. Nurse contributions will be included in annual salary for retirement and life insurance purposes.

A nurse may make contributions to a Dependent Care Spending Account provided the nurse meets requirements prescribed by federal regulations. The account may be used, during the plan year for which the contributions were made, for tax-free reimbursement of qualifying expenses for the care of

dependents to enable the nurse to work. Any amounts remaining in the account at the end of the plan year will be forfeited.

A nurse may make contributions to a Health Care Spending Account for tax-free reimbursement of qualifying health-related expenses incurred during the plan year for which the contributions were made and not paid by insurance. Any amounts remaining in the account at the end of the plan year will be forfeited.

The Board shall make qualified reimbursements from flexible spending accounts on a semi-monthly basis.

The Board's contribution for health/Dental Care shall be prorated for nurses working 0.5 FTE or more based upon regularly scheduled work hours. Nurses working 0.5 FTE or more shall be eligible for Vision Care at no cost. Nurses working less than 0.5 FTE are eligible for participation in the Board's group Health/Dental and Vision programs, but will be billed for each program's full premium expenses.

12.5 Health Care Options - Flexible Benefits Plan

The specific coverages 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.

Option 1 is a triple option plan. The employee will be able to select, at the time the service is needed, a triple choice (POS, PPO, indemnity) plan. The employee price tag will be 10% of the annual premium through 2006-2007 according to the schedule in Appendix B.

The Board shall provide a discount prescription card for 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 through 2006-2007 shall be \$13.00 per prescription for generic drugs.

Option 2 Employees may choose to enroll in a qualified prepaid health maintenance organization. The employee will pay ten percent (10%) of the cost of the annual HMO premium for each market through 2006-2007, provided it is the exclusive HMO vendor in the market. When two (2) or more HMOs are

offered in a market, the employees' cost will be calculated on the difference between the cost of the lowest annual premium of the HMOs offered in the market and the Board's contribution. A prescription drug benefit is included with each HMO offered. The employee price tag will be according to the schedule in Appendix B.

Option 3 is a Medicare Supplement Plan with specific coverages comparable to the existing plan. This plan will only be available to retirees who have attained the age of 65. The Medicare-eligible retiree price tag will be according to the schedule in Appendix B. The limit on major medical coverage shall be \$300,000. The major medical cash deductible shall be two hundred fifty dollars (\$250) per family member, shall be limited to two (2) per family benefit year, and shall be limited to a total deductible of six hundred (\$600) per family. The major medical coverage shall provide for 80/20 co-insurance up to \$2000 with 100% payment thereafter in each benefit year. The maximum out-of-pocket cost to the retiree for major medical will be six hundred fifty dollars (\$650) per individual per year of deductibles and co-insurance.

12.6 Health Insurance - Family of Deceased Nurse

The Board will pay full premiums for health insurance for the spouse and/or family of any nurse who dies in service, for a period of one (1) year, providing the nurse was enrolled in such a program and the spouse and/or family were eligible for benefits prior to the death.

12.7 Health Insurance - Retired Members

The Board shall contribute toward the premiums for Blue Cross, Blue Shield or an optional HMO for nurses with ten (10) years or more of service with the Board, including military service time recognized by the Board, who retire under the Employee Retirement System. Contributions by the Board shall be made in accordance with the following schedule:

Options 1 & 2	Option 3 (Only for retirees age 65 and over)
---------------	----------------------------------------------

10-19 years of service	50%	30%
20-29 years of service	25%	55%
30 or more years of service	90%	20%

The Board shall reimburse nurses or retired nurses, who have attained the age of 65, for their cost of Medicare - Part B (Medical) in accordance with the percentage rates specified under option 3.

15.5 Adult Hearing Aids

Beginning in 2003-2004, coverage for adult hearing aids will be included in the health plan offerings provided by the Board. The incremental annual cost for the benefit for Medicare-eligible retirees will be 90% paid by the retiree.

12.2 Dental Insurance

The Board shall offer three dental plans: a) Traditional Dental Plan, b) Preferred Provider Dental Plan, and c) Dental HMO.

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 June 30, 2002. The employee price tag will be according to the schedule in Appendix B.

ARTICLE XIII - OTHER BENEFITS

13.1 Transportation Reimbursement

The necessary use of the nurse's personal car for transportation on school business shall be reimbursed at the rate established by the Internal Revenue Service.

Necessary transportation must be approved by the appropriate administrator. Reimbursement will be made twice during the year, subject to the approval of requests from the appropriate administrator submitted on the appropriate form. No reimbursement of less than fifteen dollars (\$15) will be paid to a nurse during any six (6) month period, except that the final reimbursement for a nurse during any fiscal year may be for less than fifteen (\$15) dollars. Reports must be submitted within fifteen (15) days of the close of a fiscal year to receive reimbursement.

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

Necessary use shall consist of the following:

- (a) Attendance at professional meetings called by the Superintendent's staff, Supervisors, Coordinators, or other appropriate authorized personnel.
- (b) Other transportation necessary to the function of the school.
- (c) Nurses assigned to more than one (1) school will be reimbursed for the total mileage incurred less the normal round-trip commuting distance to the closest school or office to which the nurse is assigned for any day the nurse is required or expected to be at two (2) or more sites.

When computing mileage for meetings in other schools, the nurse's normal round-trip commuting distance shall be subtracted from the total mileage incurred through attendance at the meetings

13.2 Flu Shots

The Board shall arrange with competent medical authorities to administer a flu shot annually to any nurse who wishes to avail herself/himself of this service.

ARTICLE XIV - SCHOOL CALENDAR

14.1 Calendar

The school calendar shall contain not more than one hundred ninety-one (191) duty days for nurses.

14.2 Preschool Duty Days

During preschool duty days, nurses will be expected to attend all scheduled meetings and meet all professional responsibilities necessary for the opening of the new school year. With the exception of scheduled meetings, each nurse will determine her/his own work schedule for these days. Whenever possible, at least two (2) full days, or one (1) full uninterrupted day and two (2)

half-days (1/2), shall be guaranteed for nurses to prepare the health suite, with no meetings or other assigned responsibilities.

ARTICLE XV - WAGE, BASIC SALARY AND STEP PLACEMENT

15.1 Wages: Degreed Nurses

Elementary and Special School Nurses with a bachelor's degree or higher shall maintain pay parity with Secondary School Nurses. All degreed nurses shall be paid in accordance with Appendix A attached hereto, and made a part hereof this Agreement. All salaries shown in Appendix A will be paid within one dollar (~~\$1.00~~) of amount stated. Any paycheck including salary for a period of time in excess of two (2) weeks will have appropriate adjustments made in withholding taxes to properly reflect the period of time covered.

15.2 Wages: Non-Degreed Nurses

All non-degreed nurses shall be paid in accordance with Appendix A-1 attached hereto, and made a part hereof this Agreement. All salaries shown in Appendix A will be paid within one dollar (~~\$1.00~~) of amount stated. Any paycheck including salary for a period of time in excess of two (2) weeks will have appropriate adjustments made in withholding taxes to properly reflect the period of time covered.

15.3 Step Placement of Nurses

Placement of all new nurses on the Salary Schedule, Appendix A, shall be in accordance with the educational level of the nurse and credit for outside experience as follows:

- 100% credit, up to a maximum of ten (10) years, for all full-time experience in nursing
- Credit for part-time experience shall be pro-rated up to a maximum of 10 years of experience in nursing

15.4 Exclusions to the Bachelor's Degree Requirement

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 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 Schedule 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.

15.5 Senior nurses will receive all salary adjustments received by degreed school nurses on the Bachelor's scale, step ten (10).

AD HOC STUDIES

15.6 An ad hoc committee shall be appointed for the purposes of studying the required coursework for school nurses.

15.7 An ad hoc committee shall be appointed for the purposes of reviewing probationary period for nurses.

ARTICLE XVI - EFFECT OF AGREEMENT

16.1 Change in Rules or Policies

All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement.

16.2 Individual Contracts

Any contract between the Board and an individual elementary or special school nurse shall be expressly subject to the terms and conditions of this Agreement.

16.3 Contrary to Law

Should any article, provision, or application of this Agreement to any nurse or group of nurses be declared illegal by a court of competent jurisdiction, said article, provision, or application, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining article, provisions, and applications shall remain in full force and effect for the duration of the Agreement. The Board and the Association agree that they will enter into immediate negotiations specifically and exclusively with respect to any provision of the Agreement which has thus been declared illegal. The Association agrees that it will abide by the provisions of the negotiations law.

ARTICLE XVII - DURATION OF THE AGREEMENT

17.1 Duration of Agreement

The provisions of this agreement shall be effective, unless otherwise noted, from July 1, 2003 and shall continue in effect through June 30, 2007, except as follows. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 05 through FY 07 will be limited to wage reopeners (i.e., wages beyond the annual minimum salary requests made by the Board of Education for each of these three (3) fiscal years, and up to two (2) articles selected by each respective party. The Board of Education will request a 2% annual minimum salary adjustment for FY 07. The Board of Education and the Association are committed to work toward exceeding each of these annual minimum salary request levels. Implementation of any fiscal provisions of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and the County Council of Baltimore County.

**For The Professional Staff
Nurses' Association of Maryland:**

Michael Behrens, President
Manager
School Nurse Chapter of PSNA

Doris Eller, RN, Past President

For The Board:

Daniel J. Capozzi,

Office of Staff Relations

David Evans

Cindy Rupert, RN, Vice President

Shirley Hollifield, RN, Secretary

Catherine Flanagan, RN, Treasurer

Emilie Junje, Trustee

Larry Grosser, Executive Director

Position Administrator

Ed Dieffenbach, Administrator
Payroll

Michele Prumo, Coordinator
Health Services

Yasmin Stokes, Principal
Featherbed Lane Elementary

Randall Grimsley, Executive
Director, Human Resources

APPENDIX A
SALARY SCHEDULE
STANDARD PROFESSIONAL OR
ADVANCED PROFESSIONAL CERTIFICATES
2003-2004
-TEN MONTHS -

Step	BA	MA	MA 30	MA 60	DR
1*	33,364	34,925	36,809	38,032	39,009
2	33,210	35,562	37,413	38,649	39,632
3	34,103	36,048	37,966	39,120	40,085
4	34,915	37,215	39,319	40,444	41,388
5	35,696	38,468	40,624	41,728	42,701
6	36,872	39,992	42,289	43,443	44,366
7	38,053	41,516	43,954	45,108	46,031
8	39,240	43,039	45,619	46,723	47,696
9	40,426	44,563	47,284	48,438	49,361
10	41,565	46,086	48,965	50,109	51,042
11		47,620	50,646	51,790	52,723
12		49,158	52,353	53,471	54,404
13		50,696	54,113	55,153	56,085
14		52,235	55,689	56,834	57,766
16		54,168	57,238	58,891	59,815
19		56,154	59,866	61,019	61,943
22		58,141	61,994	63,148	64,021
25		60,128	64,123	65,226	66,199
28		62,115	66,251	67,404	68,328

*Step 1 – not negotiated, established by the Board

APPENDIX A-1
 SALARY SCHEDULE
 NON-DEGREED NURSES
 2003-2004

<i>Step</i>	<i>RN SCALE 70</i>	<i>RN +50 SCALE 76</i>
01	27,008	28,123
02	27,082	28,242
03	28,212	29,428
04	29,395	30,655
05	30,565	31,822
06	32,088	33,442
07	33,149	34,553
08	34,208	35,659
09	35,266	36,762
10	35,289	37,308

APPENDIX B

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2003 – 8/31/2004

Medical Insurance	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 4,335.48	\$ 433.60	\$21.68
Parent/Child	8,590.80	859.00	42.95
Husband/Wife	10,347.36	1,034.80	51.74
Family	11,666.28	1,166.60	58.33
Kaiser Permanente HMO (Maryland Only)			
Individual	\$3,143.16	\$314.20	\$15.71
Parent/Child(ren)	5,972.16	597.20	29.86
Husband/Wife	7,386.60	738.60	36.93
Family	9,429.60	942.80	47.14
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$3,590.52	\$359.00	\$17.95
Parent/Child	7,001.40	700.00	35.00
Husband/Wife	7,899.00	789.80	39.49
Family	11,309.88	1,130.80	56.54
Vision Insurance Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$31.20	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	100.68	69.60	3.48

*All employee benefits deductions are taken from 20 pay periods between September and June.

APPENDIX B-1
DENTAL INSURANCE COSTS
9/1/2003-8/31/2004

<i>Dental Insurance</i>			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$243.60	\$85.20	\$4.26
Parent/Child or Husband/Wife	527.76	184.60	9.23
Family	800.28	280.00	14.00
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$277.80	\$119.40	\$5.97
Parent/Child or Husband/Wife	582.48	239.20	11.96
Family	978.36	458.00	22.90
CIGNA Dental DHMO			
Individual	\$304.08	\$145.60	\$7.28
Parent/Child or Husband/Wife	582.84	239.60	11.98
Family	876.24	355.80	17.79

APPENDIX C

OPTIONAL LIFE INSURANCE

For active employees - you can purchase optional life insurance to supplement basic life coverage in increments of .25 of your annual salary, beginning with .5 times your salary. The amount of optional coverage available is .5 to 3.0 times your annual salary.

Biweekly Deduction Rates for Optional Insurance

Active and Retirees (per \$1,000)

Age	Rate
Under 35	0.041
35-44	0.062
45-54	0.129
55-64	0.239
65 and over	0.405

Calculation Worksheet

Use the following worksheet and the rates above to determine the cost of your optional life insurance cost:

Your age _____ Your annual income _____

Your rate _____ Your multiple _____

Income \$ _____ x Multiple _____ = \$ _____

Life insurance coverage rounded
to the nearest \$1,000.

\$ _____	x	\$ _____	=	\$ _____
Life Insurance coverage		Biweekly deductible rate		Biweekly deduction

APPENDIX D
GRIEVANCE FORM

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BOARD OF EDUCATION OF BALTIMORE COUNTY:

Donald L. Arnold, Board President

Dr. Joe A. Hairston, Superintendent

**FOR THE PROFESSIONAL STAFF NURSES' ASSOCIATION OF
MARYLAND:**

Michael Behrens, President
School Nurse Chapter of PSNA

Emilie Junje, Trustee

EXHIB K - 5 TABCO

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

OF

BALTIMORE COUNTY

and

THE TEACHERS' ASSOCIATION

OF

BALTIMORE COUNTY

Effective

July 1, 2003 - June 30, 2007

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DEFINITIONS

The following terms used in the Agreement refer to the definitions as written unless otherwise stipulated:

1. Board -- The Board of Education of Baltimore County.
2. Association -- The Teachers' Association of Baltimore County, Maryland, Inc.
3. Teacher -- All certified, professional personnel, and all secondary school nurses, except for administrative and supervisory personnel, represented exclusively by the Association in the negotiating unit as defined in Article I, Recognition.
4. Negotiations Law -- Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland.
5. Policy and Rule Numbers -- Refer to policy and rule designations in the Manual of Policies and Regulations, Board of Education of Baltimore County. Copies of the Manual are available for faculty use in each school.
6. Arbitrariness -- "Means in an 'arbitrary' manner, as fixed or done capriciously or at pleasure; without adequate determining principle; not founded in the nature of things; nonrational; not done or acting according to reason or judgment; depending on the will alone; absolutely in power; capriciously; tyrannical; despotic." (Black's Legal Dictionary)
7. Immediate Family -- Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, equivalent step family members, legal dependent of the employee, a person residing as a member of the household where the employee is making his/her home, or any other person so interpreted by the Manager of Staff Relations in consultation with the employee.
8. Close Relative -- Grandmother-in-law, grandfather-in-law, brother-in-law¹, sister-in-law¹, uncle by blood or marriage, aunt by blood or marriage, nephew or niece by blood or marriage, equivalent step family members, or first cousin.
9. Chairman -- The term chairman shall be read to include male and female gender.
10. Seniority -- Seniority shall include uninterrupted service and approved leave time computed from the first day of employment in the bargaining unit.
11. CNDWD -- Compensable Non-Duty Week Days -- weekdays falling within the 217 weekdays in the school year which are not holidays or ten-month teacher duty days.
12. Days -- Days shall refer to duty days unless otherwise specified.
13. EYE -- Extended Year Employment -- Certain additional days of employment for ten-month teachers which occur before or after the regular school year.

¹Classified as immediate family only for purposes of bereavement leave.

ARTICLE I -- Recognition

In accordance with the provisions of Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland, the Board of Education of Baltimore County hereby designates that the Teachers' Association of Baltimore County, Maryland, Inc., shall be the exclusive representative of all certificated, professional personnel and secondary school nurses except administrative and supervisory personnel and employees named by the Board of Education to act in a negotiating capacity as specified in Subsection 6-408 of the negotiations law.

ARTICLE II -- Board's Rights

Legal Authority

2.1 The Board on its own behalf, and on behalf of the citizens of Baltimore County, retains and reserves unto itself, without limitations, all powers conferred upon and vested in it by the laws and Constitution of the State of Maryland and/or the United States.

Managerial Rights

2.2 In exercising such powers, the Board, through its administrative staff, shall be free, subject to the provisions of this Agreement, to exercise all of its managerial rights and authority to the extent permitted by law.

Subcontracting

2.3 The Board shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement unless there is a substantial business or professional reason for so doing.

2.3.1 In addition, if the Board is contemplating subcontracting any bargaining unit work the Association shall be given sufficient advance notice of such plans so that they shall have ample opportunity to meet with the Board before such a decision is put into effect.

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

Member's Protection

3.1 There will be no reprisals of any kind taken against a teacher as a result of his/her proper exercise of authority and responsibility in performing assigned duties, membership in the Association, participation in any of its legal activities, or participation in the grievance procedure provided in this Agreement.

President's Time

3.2 The President of the Association shall, at the request of the Association, be granted a leave of absence without pay during his/her term of office. During his/her term in office, his/her place on the salary scale will advance at the rate of a teacher on active status. Such leave shall be arranged so that payment of the president's salary and deductions for retirement and fringe benefits will be made by the Office of Payroll and reimbursed by the Association.

3.2.1 The Board agrees to return the president on leave of absence to the same position held when leave of absence was granted, providing the president notifies the Board of his/her desire to return to that position at the time the leave is granted, unless the president would have been involuntarily transferred under other provisions of this Agreement. This section applies only if the president returns upon the expiration of the two (2) year leave of absence and shall be extended to six (6) years in the event the president is re-elected.

Association Representative Visits

3.3 Duly authorized representatives of the Association, MSTA, and NEA shall be permitted to meet with teachers and transact Association business on school property if, in the judgment of the principal, there is no interruption to the program of instruction. Upon the representative's arrival at any school he/she will notify the school office of his/her presence and if requested, confer with the appropriate administrator or his/her designee in order to facilitate the visit.

Use of Facilities

3.4 The Association shall have the right to use school buildings for any legal purpose, without cost, to hold meetings with the faculties of such buildings or for meetings of more than one school faculty or their representatives. If, however, the meeting of the Association requires extra custodial or cafeteria services, the Association shall be billed for such services.

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

3.4.2 TABCO shall have the right to place one telephone in the school of the vice-president of the Association, the location of which will be mutually determined by the principal and the TABCO official. The cost of installation and operation of the telephone shall be paid by TABCO.

Bulletin Boards

3.5 Adequate bulletin board space shall be provided by the Board for the use of the Association. The location of the bulletin board space shall be determined by the principal, in consultation with the school's delegates to the Representative Assembly of the Association.

Representative Authorization

3.6 The chairperson of the Faculty Council, or his/her designee, and the chairperson of the Association's faculty representative, or his/her designee, shall have the privilege of:

3.6.1 Placing Association materials and those of MSTA and NEA in teachers' mailboxes.

3.6.2 Announcing Association meetings at any faculty meeting or immediately following school announcements on the intercommunication system.

3.6.3 Posting notices and materials on the Association bulletin board.

3.6.4 Conducting polls, gathering information, recording membership votes, conducting elections and other business necessary to the effective functioning of the Association in the school.

3.6.5 Using school telephones for official Association business or matters relating to the terms of this Agreement. No toll calls shall be permitted outside the county, and local calls relating to the administration of the school shall be given preference, in the judgment of the principal.

3.6.6 Conferring with the teachers about problems, concerns, and grievances and advising teachers of their rights and privileges under the terms of this Agreement, providing such activity does not interfere with the program of instruction.

Interschool Mail

3.7 The Association may use the interschool mail delivery service to distribute official Association materials. The Board agrees to deliver such materials promptly, but no later than one week after they are received whenever possible. The Board reserves the right to refuse to deliver any material or communications which it deems to be illegal or libelous.

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

Board of Education Meetings

3.8 The Board recognizes the importance of the viewpoints of teachers in arriving at educational decisions. In order to present a proposal to the Board, the Association shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official representative of the Association may be recognized during Board meetings to offer comments germane to matters under consideration which would affect teachers.

3.8.1 Three (3) copies of the Board Agenda and exhibits (except those which cannot be released pending action by the Board, e.g., appointment of personnel) shall be sent to the Association prior to each regular meeting of the Board; three (3) copies of the approved minutes of each meeting of the Board shall be sent to the Association.

New Teachers

3.9 The Board will provide the Association with the names and assignments of newly hired teachers on a weekly basis throughout the year.

Retired/Rehired Teachers

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

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 Article XIII - Observations, Evaluations, and Files except for Sections 13.3, 13.10, 13.11, 13.12, 13.13, and 13.14 - it will be the responsibility of the school administrative team to monitor the rehired retiree's performance.

3.10.3 Article XIV - Transfers and Assignments

3.10.4 Rehired retirees will be advanced sick leave equal to one-half day earned for every bi-weekly period in pay status; will not be able to carry over previously accrued sick leave into re-employment; will not be eligible for participation in the sick leave bank; and will be eligible only for those health benefits to which they are entitled under the terms of their retirement.

Preschool Orientation

3.11 During pre-instructional days at the beginning of each school year, the Association's faculty representatives in each school shall be provided with thirty (30) minutes wherein they may explain the Association's purpose and activities. The allotment for the time period shall be coordinated with the principal. Attendance at such meetings shall be voluntary; teachers not attending the meetings shall engage in professional work.

Communications from Staff

3.12 The Association will receive at least five (5) copies of all communications concerning salaries, wages, hours, and working conditions of teachers which are given general distribution to schools, teachers and/or principals. The Association will also receive at least seven (7) copies of any policies or regulations that are to be included in the "Manual of Policies and Regulations."

Payroll Deductions, Dues

3.13 The Board shall provide for payroll deduction of dues to the Associations (TABCO, MSTA, and NEA) for the duration of this Agreement. Upon termination of employment, the Payroll Office shall deduct the balance of unpaid dues to the Association from the teacher's final paycheck and remit said sum to the Associations, except in case of death, retirement, and unpaid medical leave when such leave extends through the duration of the school year.

3.13.1 Deduction of Association dues will remain in effect unless a teacher withdraws from membership between September 1 and September 15 by notifying the Association in writing.

Payroll Deduction, Other

3.14 The Board shall provide payroll deduction for the following:

3.14.1 The Board shall provide teachers with a list of carriers of tax sheltered annuities and custodial accounts and will provide payroll deduction service for them. The selection of annuity and custodial account service providers shall be made in consultation with representatives of the Board's bargaining units.

3.14.2 Direct deposit and banking through approved banking institutions.

3.14.3 Camp Genyara

3.14.4 KidCare.

3.14.5 When a payroll deduction slot which has been available for KidCare, Camp Genyara and other Association programs is no longer endorsed by the Association, that slot may be eliminated following proper notification to the Association and any existing user(s).

3.14.6 Any alteration of the payroll deduction procedures for the above carriers shall be by mutual agreement of the Association and the Board. The Board agrees to meet with the Association upon two (2) weeks notice from the Board to determine the substitution of new carriers.

3.14.7 The Board agrees to stop payroll deductions to an insurance company within thirty (30) days of receipt of a written notice from an individual teacher. However, the teacher shall save the Board harmless from any fiscal liability arising from the cessation of deductions.

Leave for Association Business

3.15 This policy incorporates two (2) basic principles: (a) that released time should be provided for Association officers and representatives for official or professional meetings; and (b) that the Association should provide the cost of substitutes for officers who are attending meetings which are designed primarily to promote Association work.

3.15.1 When an Association representative's presence is requested by the Board, category (a) would apply. Representation at instructional conferences or meetings of the Commission on Teachers Education and Professional Standards, for example, would also fall in category (a). In addition, twelve-month employees, who are Association delegates, are permitted to attend NEA Conventions under category (a). This provision shall not apply to teachers on temporary extended year assignments, e.g., summer school teachers, workshop participants, etc. Meetings such as those held by the National Council of Urban Education Associations would be considered category (b).

3.15.2 The president of the Association or his/her designee shall submit, in writing, to the Manager, Office of Staff Relations, a list of teachers requesting permission to attend meetings requiring released time. Whenever possible, such permission should be requested at least ten (10) days prior to the date of the meeting, except in cases of emergency. This list would then be subject to specific discussion and decision to determine whether the requests for absences are reasonable and whether they would fit in category (a) or (b) above. The Association shall monitor the teachers excused so that whenever possible the same instructional program will not be adversely affected.

3.15.3 When it is necessary for teachers to absent themselves from their regular assignment for the purpose of conducting any Association business or approved professional in-service type programs, and a regularly scheduled meeting is not involved, permission for such absence must be secured from the Manager, Office of Staff Relations. Except in cases of emergency, of which the Manager, Office of Staff Relations, shall be the judge, such permission requires at least twenty-four (24) hours prior notification.

3.15.4 If a member of TABCO is selected to an office in MSTA or NEA, released time shall be provided at no expense to the Board as provided in (b) above.

Superintendent-Association Meeting

3.16 The Superintendent and his/her designated representatives shall meet quarterly with the President of the Association and his/her designated representatives. Either the representatives of the Board or the Association may recommend items of mutual concern for the agenda of such meetings. Additional meetings may be held upon mutual agreement of the Superintendent and the President of the Association.

Faculty Roster

3.17 When the faculty roster has been compiled by the principal for normal use by the school, copies shall be made available to a representative of the Association.

Faculty Representatives

3.18 Association faculty representatives and members of the Board of Directors of the Association shall be permitted to leave their schools in time to drive to a 4 p.m. meeting of the Representative Assembly held once a month locally. Exceptions to the monthly limitation may be made upon approval of the Manager, Office of Staff Relations, providing such request is made by the Association at least five (5) days in advance of the meeting.

3.18.1 The chairperson of the Association faculty representatives and/or members of the Association Board of Directors shall not be assigned, except by their agreement, to after school or evening duties such as supervising sporting events, plays, bus duty, etc., or any other duties that may interfere with the performance of their representative duties.

No Violations

3.19 The Board agrees not to contract for working conditions which violate this agreement.

Agency Shop

3.20 An agency fee will be implemented when the Association attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the event that membership falls below 75%, 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.

Exclusive Rights

3.21 For the duration of this Agreement, the rights and privileges enumerated in Article III shall not be accorded to any other organization seeking to represent teachers under the negotiations law of the Annotated Code of Maryland.

Save Harmless

3.22 The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and other liabilities arising from acts of commission or omission by the Association or its agents in respect to the provisions of items 3.12, 3.12.1, and 3.13 of this Article, and particularly in reliance of any list, notice or assignment furnished by the Association or its agents under any of the preceding provisions of items 3.12, 3.12.1, and 3.13 of this Article.

ARTICLE IV -- COUNCILS **Faculty Councils**

Establishment

4.1 It is the desire of the Board and the Association to encourage the formation of a Faculty Council in each school. The establishment of said council is the responsibility of the Association. All faculty members, except non-teaching administrative personnel, shall be eligible to vote in the election of council members.

Purpose

4.2 The basic purpose of the Faculty Council is to establish and maintain positive relationships and communications among the faculty and staff. The council shall also serve as the vehicle by which

proposed changes in existing policies and practices, and new policies and practices, for each school may be considered and may be subject for discussion at any Faculty Council-principal meeting.

Meetings with the Principal

4.3 Each principal shall consider the advice of the council in developing and evaluating policies and practices of the school.

4.3.1 The principal of each school shall meet with the Faculty Council at its request, for discussion of problems of mutual concern, at the earliest mutually agreeable time, but not later than five (5) duty days from the time of the request, to discuss school operation, policies, practices, questions, and concerns, as they affect individual teachers or groups of teachers. The principal may request a meeting of the Faculty Council to present the administration's concerns for Faculty Council consideration and recommendations. Upon such occasions, the Faculty Council shall meet with the principal within five (5) duty days.

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

Involvement of Other Personnel

4.4 Officers or staff of the Association may be invited to attend meetings at the principal's or council's request, and members of the central office staff may be invited by the principal or council to attend such meetings. Each party shall inform the other in advance when outside personnel have been invited.

Appeal

4.5 If a Faculty Council desires to pursue a problem beyond the decision of the principal, it may appeal through normal administrative channels, beginning with the Executive Director of Schools, except that if the complaint relates to a provision of the Agreement, the Faculty Council may file a grievance.

4.5.1 A Faculty Council may discuss any such problem with officials of the Association or the Board of Directors of the Association at any time during the above process. The Faculty Council shall not involve the general public, the Parent-Teacher Association, or the student council, until all administrative channels as outlined in this article, has been utilized. Information regarding the complaint shall not be released to the public press until administrative channels, as outlined in this article, have been utilized, except by mutual consent of the Faculty Council and the Superintendent or his/her designee.

No Sanctions

4.6 The Board and the Association agree that the Association shall not invoke "sanctions" against an individual school during the term of this Agreement. Sanctions are defined, for the purpose of this section, as actions by an association which would deem it unethical or improper for any present or future teacher to accept or continue employment in a particular school.

Meetings Regarding Professional Development

4.7 Staff members designated by the Superintendent shall meet with the Association's Instructional and Professional Development Team on a regularly scheduled basis to discuss and receive recommendations on curriculum, instruction, staff development, and delivery of such services. The parties may create subcommittees to study topics, as they deem desirable.

Consideration of Recommendation

4.7.1 The Executive Director of Schools shall give careful consideration to all recommendations made by representatives of the Association concerning policies relating to curriculum and instruction, staff development, and delivery of such services.

ARTICLE V - School-Based Participatory Decision Making

5.1 Both parties to this agreement endorse participatory decision making at the school level. This is an opportunity for teachers to have shared decision-making at the school where they work.

5.2 Teachers serving on a school-based participatory decision management team must be approved by the faculty at the school. The procedure for such approval shall be determined by the faculty.

Guidelines

5.3 The Association and Board agree to meet to develop mutually acceptable general guidelines for the operation of participatory decision-making at the school.

Waivers

5.4 The Association and the Board agree to meet to develop mutually acceptable guidelines for a process for waivers of the Agreement and Board of Education or staff policies, regulations, or procedures as they relate to teachers to solve the educational problems and meet the needs of a particular school. These guidelines shall assure that prior to any waiver being requested: (1) All teachers at the site are aware of the waiver requested and (2) the majority of teachers have voted by secret ballot to submit the request. Such waiver requests will be simultaneously submitted to the Board and the Association. Each will appoint whomever they deem appropriate to review the request and both parties shall meet and make a recommendation of acceptance or denial. Both sides must sign off on any waiver request for it to go into effect.

5.4.1 These same procedures may be used to address special situations that may arise.

ARTICLE VI - Teachers Rights, Privileges and Responsibilities

Non-duty Hours

6.1 Out-of-school activities, excluding those related to professional growth of the teacher during his/her non-duty hours, shall not be subject to action by the Board or its administrative officials, provided these activities do not clearly impair the teacher's effectiveness in his/her teaching assignment.

Non-discrimination

6.2 The provisions of this Agreement shall not be applied in a manner arbitrary, capricious, or discriminatory in regard to race, creed, religion, color, national origin, age, sex, mental or physical impairment, or marital status.

Just Cause

6.3 No teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage as defined in this Agreement without just cause.

6.3.1 In addition, following a probationary period not to exceed two (2) years, no secondary school nurse shall be discharged without just cause.

Confidential Information

6.4 No names, addresses, telephone numbers, salary, or other personal information about a teacher shall be released by the Board to any commercial enterprise without written permission of the teacher, unless required by law.

Citizenship Rights

6.5 Full rights of citizenship shall be guaranteed to each teacher.

6.5.1 The Board and the Association recognize the right of teachers to participate in political governmental affairs in a manner afforded any other citizen, including: the right to vote; the right to be an active member of a political party; the right to campaign for candidates for election to public office; and the right to seek, campaign for, and serve in public office.

6.5.2 Political activities of any teacher seeking or holding office or campaigning for a candidate shall be conducted outside the classroom and outside working hours.

6.5.3 The following activities are specifically prohibited upon property under the jurisdiction of the Board:

- (a) Posting of political circulars or petitions.
- (b) The use of the school's stenographic help, telephones, or equipment.

6.5.4 A teacher shall refrain from exploiting the privilege of his/her position. Neither shall a teacher involve pupils in political activities for himself/herself or for any party, candidate, or political issue which the teacher is promoting.

6.5.5 A teacher whose performance has been rated satisfactory shall be granted leave of absence without pay for the purpose of running for or serving in a public office, if such participation interferes with his/her assigned duties. The teacher shall make the request for leave of absence at least thirty (30) days prior to the effective date.

6.5.6 Nothing in this Agreement shall prevent:

- (a) The dissemination of information concerning school budgets or school bonds.
- (b) The use of "bumper stickers" or other expressions of individual preference upon teachers' automobiles.
- (c) The dissemination of information concerning elections and campaigns within the Associations.

Teacher Attendance at Meetings

6.6 When it is necessary for any teacher to participate in an activity authorized by the Superintendent or his/her designee during the school day, such teacher shall be released without loss of pay for such time as it is necessary for his/her attendance at such hearing or meeting.

Job Security

6.7 In all cases of layoff, system-wide seniority shall prevail where the senior teacher holds a first class certificate appropriate for the subject field and/or grade level of a remaining position, except where other relevant and valid considerations justify the retention of a less senior tenured teacher. Where a senior teacher holds a less than a first class certificate, the Board may disregard seniority except as between two (2) or more such senior teachers holding the same type certificate unless other relevant and valid considerations justify the retention of a less senior teacher with the same type of certificate.

6.7.1 In the case of layoff of secondary 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 secondary 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 secondary school nurses no one 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 secondary 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.

6.7.4 Teachers laid off under the provisions of this section shall have the option of continuing membership in the Board's group insurance programs for a period not to exceed two (2) years by paying the full premium cost. If, during the two (2) year period, the teacher is offered and declines reemployment, this privilege shall be terminated.

6.7.5 Teachers on layoff when school reopens will be paid any reimbursement due them for courses previously approved. This payment will be made no later than the time the teacher would otherwise be reimbursed if still in active service.

6.7.6 A teacher remaining on the recall list on the first duty day of the school year, or five (5) days prior to the deadline for registration for fall courses if earlier, will be eligible to request an academic leave.

Interoffice Mail

6.8 Mail directed to teachers through the interoffice system will be delivered to teacher in the unopened interoffice envelopes.

Student Grades

6.9 No administrator shall change a student's grade or request that a teacher change a student's

grade, except as a result of a conference between the administrator and the teacher, provided the teacher is available for such conference. The teacher will have the right to appeal any such change to the Executive Director of Schools whose decision shall not be arbitrable.

Representation

6.10 When a meeting with a teacher is being called for the purpose of suspension, demotion, or discharge, the teacher shall be advised of his/her right to representation prior to the beginning of any such conference or meeting and be given time to arrange for representation.

ARTICLE VII- Negotiations Procedures

Designation of Negotiators

7.1 Prior to November 1 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.

7.1.1 The negotiating teams of the Board and the Association may have four (4) consultants in attendance at any time during the negotiating sessions. By mutual consent, the number of consultants on any given subject may be expanded.

Proposals

7.2 Requests by the Association or the Board to amend the existing Agreement must be submitted in writing no later than November 15 of each school year in which the contract expires.

Time Limit - Impasse

7.3 Negotiation on all items submitted must be completed by January 15 unless the impasse procedure provided in the negotiations law is used.

7.3.1 Should either party suggest an impasse, the procedures as provided in the negotiations law, relating to impasse shall be followed.

7.3.2 If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of Educational Panel members shall be made to the American Arbitration Association. All costs involving the neutral party shall be shared by the Board and the Association.

7.3.3 If the panel is activated, said panel shall within thirty (30) calendar days render a report setting forth its recommendations for the resolution of the impasse unless the impasse is dissolved in the interim. The parties agree to cooperate with the panel and provide such information and assistance as it may request.

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 January 15 (or the report of an impasse panel), the parties shall notify each other of the

results of the voting.

7.4.1 If the Agreement is not ratified by the respective bodies, either party may make recommendations for renegotiation. Either party may initiate a meeting for this purpose upon seven (7) calendar days' notice. This time may be reduced by mutual consent.

Meetings

7.5 Meetings during the regular negotiating period shall be scheduled by mutual consent. Either negotiating team may initiate such a meeting with five (5) calendar days' notice, in the absence of mutual consent. This provision shall prevail during a period of impasse as defined in the negotiations law.

Emergency Items

7.6 Emergency items may be negotiated other than during the regular negotiating period, upon the mutual consent of both the Association and the Board.

Meeting Places

7.7 Meeting places for negotiating shall be alternated and shall be selected by members of the respective negotiating teams without restriction, except that reasonable steps shall be taken to assure privacy of discussion.

Fiscal Renegotiation

7.8 If the Baltimore County fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In such event that negotiations are mandated, the parties agree to meet as soon as possible after the action of the fiscal authorities, but no later than June 2, and they agree to complete such renegotiation within five (5) calendar days.

7.8.1 If the parties are unable to reach agreement within five (5) calendar days, the impasse procedure provided by law shall be employed with the mutually agreed upon restriction that this impasse procedure shall not exceed ten (10) calendar days. This subsequent Agreement, including items agreed upon in the period of renegotiation, shall be direct and binding on all matters stated and referred to herein. Under no circumstances shall this process extend beyond the last day of school for pupils.

Printing and Distribution of Agreement

7.9 Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all teachers. The parties shall prepare the final text of the ratified Agreement for printing and shall mutually share in the cost for printing. Distribution will be made by the Association.

Non-arbitrable

7.10 A dispute related to this article is not subject to arbitration.

ARTICLE VIII - Grievance Procedure

Introduction

The parties recognize their mutual responsibility for the prompt and orderly disposition of

teacher problems. Their reliance on the following grievance procedure does not detract from the rights of a teacher to discuss any matter with his/her immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of his/her problem. A teacher may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation.

8.1 Definitions

1. Teacher: A teacher is defined as any member of this bargaining unit.
2. Grievance: A grievance is a complaint by a teacher, Faculty Council, or, in the event of an action affecting Association rights, the Association concerning the interpretation, application, or alleged violation of an express provision or provisions of this Agreement and/or Rule 4141, "Salary Regulations Handbook," as contained in the "Manual of Policies and Regulations."
3. The Grievant: The grievant is the teacher or teachers, Faculty Council, or Association filing a grievance.
4. Representation: A teacher may be represented by the Association at any step of the grievance procedure.
5. Time Limits: If the employer fails to answer within time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

Procedure

(Informal)

8.2 A teacher who feels he/she has a grievance shall discuss it, either orally or in writing, with his/her immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or his/her first knowledge thereof. The informal discussion of problems and the continuous interchange of views between teachers and their principals, and between staff members and their immediate administrative supervisors, are encouraged in order to resolve as many disputes as possible informally.

Level I - If a teacher is not satisfied with the disposition of his/her claim at the informal level, he/she may submit his/her grievance in writing on the appropriate form (see Appendix C) within ten (10) days, following the reply at the informal level, to his/her Executive Director of Schools or other appropriate administrator. If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Executive Director of Schools or other appropriate administrator. Such individual shall within ten (10) days of receipt of the grievance, or date of grievance hearing if held, inform the grievant as to the disposition of his/her claim.

Level II - If a teacher is not satisfied with the disposition of his/her claim at Level I, he/she may appeal in writing to the Superintendent or his/her designated representative within ten (10) days. If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Executive Director of Schools or other appropriate administrator. The Superintendent or his/her designated representative shall inform the grievant as to the disposition of his/her claim within ten (10) days of the receipt of the appeal at this level, or date of grievance hearing if held.

Level III - On request of the grievant, the Association may appeal the Superintendent's disposition to arbitration. If it so determines, it shall notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of notification of the Superintendent's disposition of the claim.

8.3 Within ten (10) days after such notification of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

8.3.1 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. He/she shall have no authority to add to, alter, detract from, amend or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The award of the arbitrator, in writing, shall be final and binding on the aggrieved teacher or teachers, the Association, and the Board.

8.3.2 The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

8.4 Grievance forms and attendant papers shall not be placed in a teacher's personnel file.

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

Procedure in Case of Assault and/or Battery

9.1 Any case of assault and/or battery upon a teacher while acting within the scope of his/her duties shall be promptly reported in writing to the principal who shall forward the report to the Area Superintendent. In situations requiring immediate attention, the principal shall report to the Area Superintendent by telephone. The scope to the teacher's duties, in such cases, shall be defined to include any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

9.1.1 Upon receipt of the report, the appropriate administrator shall comply with any reasonable request from the teacher for information in his/her possession relating to the persons involved, and will act in appropriate ways as liaison between the teachers, the police, and the courts. The principal, Area Superintendent, or a member of the Superintendent's staff will appear with the teacher at any consequent hearings.

9.1.2 Teachers shall report to the appropriate administrator and the Association any threats of civil or criminal action against them arising out of and in the course of their employment.

Property Loss-Battery

9.2 In the event that a teacher has any clothing or other personal property damaged or destroyed as the result of a battery suffered in the course of his/her employment, the Board shall reimburse the teacher the cost of repair or the replacement value of such property, less any benefit from Workers' Compensation or insurance. The benefit shall have a five-dollar (\$5.00) minimum clause.

Property Loss-General

9.3 The Board shall assume liability for the value of personal property destroyed, lost, or damaged on the school property as a result of an accident, vandalism or theft under the following circumstances:

9.3.1 In the case of personal property, supplies, or materials brought to school to be used as an adjunct to instructional activities, a written request to use the article(s) must have been approved by the principal prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such request must be renewed annually.

9.3.2 No coverage shall exceed six hundred fifty dollars (\$650).

9.3.3 Such coverage shall not apply if the negligence of the teacher contributes to the loss.

ARTICLE X - Teaching Conditions

General

Health & Safety

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

10.1.1 When, in the judgment of the Faculty Council, any room, building or area presents a health or safety hazard, duly qualified personnel shall be contacted by the principal and asked to make a timely inspection. As information from duly qualified personnel is shared with the principal regarding this inspection, the information will be shared with the chairperson of the Faculty Council within three (3) duty days.

10.1.2 When a room, building or area because of its condition is judged by authorized qualified personnel to create a health or safety hazard, or a condition unsuitable for teaching or supervising children, the place shall be closed to students and teachers, if thus recommended by the qualified person, until such hazard can be corrected. When the issue is raised by the Faculty Council, written reports shall be sent to the principal and the Faculty Council, and shall be shared with the faculty and/or other initiating party in a timely manner.

10.1.3 The Board shall make hepatitis-B vaccine available to any teacher who has been exposed to body fluids at no cost to the teacher.

Suggestions

10.2 The Board encourages teachers to present proposals for improvement of the school system in accordance with policy 2363.

Charitable Contributions

10.3 No individual school quotas for charity campaigns will be established. Teachers who do not plan to contribute do not need to return pledge cards. Any teacher who has a personal interest and wishes to describe the benefits of a particular charitable campaign may present his/her ideas at a faculty meeting.

Intercom System

10.4 Following consultation with the Faculty Council, the principal shall establish a policy designed to keep classroom interruptions to a minimum. Consideration should be given to the need for emergency interruptions. Morning announcements should be given as close to the opening of school as possible;

afternoon announcements as close to the closing of school as possible; and in both instances announcements should be kept to a minimum. The use of written bulletins should be considered whenever possible.

Substitutes

10.5 The responsibility for the selection, orientation and employment of substitutes rests at the local school level. The principal, or his/her designee, shall be responsible for obtaining qualified substitutes. Teachers shall not be required to obtain their own substitutes.

10.5.1 The central office shall assist the local schools in obtaining the best possible substitute by arranging for short-term area workshops for substitutes and assisting in the distribution of lists of available substitutes in the several areas within the County.

10.5.2 Substitute teachers shall be provided for special area teachers of art, music, and physical education, on the same basis as substitute teachers are provided for other classroom teachers. Every effort will be made, when appropriate, to provide substitutes for library media specialists, special education resource teachers, and other teachers who provide direct instruction to students.

Regular School Day

10.6 The regular school day for teachers shall be seven (7) hours in duration. This period 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.

10.6.1 The principal and Faculty Council may agree to redistribute up to ten (10) minutes of the time before school and/or up to ten (10) minutes of the time after school during any week to schedule meetings for instructional or administrative purposes affecting a substantial portion of the Faculty. Such redistribution may be made by mutual agreement between the principal and the affected teacher(s) when a small group of teachers is involved. The workweek for teachers will not be increased as a result of this schedule adjustment.

10.6.2 On days when inclement weather causes a delayed opening, the required workday of teachers will begin not more than fifteen (15) minutes before the revised starting time. On days when inclement weather causes an early dismissal, the workday of teachers will end as soon as the teacher's responsibilities for student supervision are completed.

10.6.3 In special programs where pupils have a daily schedule of less than six and one-half (6 1/2) hours in duration, teachers may be required to work seven (7) hours per day. Exceptions may be authorized by the principal in cases of emergencies.

10.6.4 A teacher who leaves the school building during the duty-free lunch period or prior to the termination of the 15-minute period after school and after completing all other assigned duties shall notify the secretary or other designated person. Upon returning to the school building from a duty-free lunch period, a teacher shall notify the secretary or other designated person.

Additional Responsibilities

10.7 Preparing for a highly effective instructional program requires extensive planning time. Therefore, care should be taken in planning the scope and duration of additional activities. In addition to classroom responsibilities, the following activities will be considered part of the normal assignment for teachers as deemed appropriate by the appropriate administrator:

- 10.7.1 Conducting a daily homeroom period.
- 10.7.2 Attending professional faculty meetings approximately once per week.
- 10.7.3 Supervising evening and night student activities approximately four (4) times per year.
- 10.7.4 Sponsoring and/or supervising student interest groups for approximately one (1) hour once a week.
- 10.7.5 Supervising students as needed before, during, and after school in the building and on the playground on a regular duty roster basis.
- 10.7.6 Attending PTA meetings in accordance with established policy.
- 10.7.7 Attending evening or Saturday professional meetings no more than twice a year. Teachers may be exempted by the principal when extenuating circumstances prevent attendance.
- 10.7.8 Meeting with students to offer reinforcement and remedial assistance with the instructional program, with the time for such meeting being established by mutual agreement between the teacher and the student(s).
- 10.7.9 Meeting with parents and other staff members as professional responsibilities require with the time for such meeting being established by mutual agreement between the teacher and the other person(s) involved.
- 10.7.10 No grade level meeting, interdisciplinary team meeting, or departmental meetings, held other than Monday afternoon or during the school day, shall be called which require attendance unless three (3) days prior notification shall have been given, except in emergencies.

Assignments

- 10.8 Every reasonable effort will be made to assure that no elementary teacher is assigned to teach a combination class unless that teacher has taught one of the two (2) grades involved during the previous three (3) school years.
- 10.8.1 The principals/supervisors of teachers with multi-school assignments should confer regarding the assignment of additional responsibilities beyond the teacher's daily instructional responsibilities.

Curriculum Changes

- 10.9 Whenever possible, teachers who are expected to implement new curricula or techniques shall be given an opportunity to participate in a training activity concerning the new curricula within a reasonable period of time prior to the implementation.
- 10.9.1 Materials and texts necessary for the implementation of new 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

10.10 Special area teachers in elementary schools shall have at least five (5) minutes between classes for the purpose of preparing materials and equipment whenever possible. Additionally, extra consideration shall be given to teachers traveling to other locations within the school, as needed.

Preparation, Planning, and Duty-free Lunch

10.11 A duty-free lunch period of at least thirty (30) minutes shall be provided for all teachers.

10.11.1 All classroom teachers shall have time during the school day for individual preparation and planning related to their assignment. Individual teacher preparation and planning periods shall not be imposed upon, except in the case of unforeseen circumstances, or by the agreement of the teacher.

10.11.2 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.

10.11.3 Teachers in elementary schools shall have a minimum of two hundred fifty (250) unassigned minutes per week to use for preparation and planning, with every reasonable effort being made to assure that such periods are no less than twenty-five (25) minutes in duration. This does not include before and after school time or the duty-free lunch. When the organization of a school permits, the principal shall provide planning time each day.

10.11.4 Whenever the organization of the school and staffing patterns permit, teachers may be granted additional time beyond the 250 minutes preparation and planning time that may be used 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.

10.11.5 Planning for daily instruction is likely to be most effective when secondary school teachers have assignments which require not more than three preparations. The middle and high schools of Baltimore County shall be organized so as to implement this concept.

10.11.6 Every program as itemized by grade and subject in the "Baltimore County Public Schools Program of Study Registration Guide," and in the comparable publication describing the middle school program, shall be considered as a preparation. In addition, it shall be construed as a preparation if a teacher utilizes a special course of study in basic education in one of the areas of general education.

10.11.7 It is recognized, however, that it may be necessary to depart from this procedure when teachers request a diverse assignment; when pilot programs are initiated for the purpose of curriculum revision; and when the size of the department or the scope of departmental offerings make it impossible to effect this policy. In such cases, principals may provide additional preparation time for the affected teacher.

10.11.8 In the event of a dispute regarding a teacher's schedule, an appeal may be made to the appropriate Executive Director of Schools whose decision shall be final.

Faculty Meetings

10.12 The principal and his/her staff, through the Faculty Council, shall mutually determine the number, type, and time of non-emergency faculty meetings. Teachers, through the Faculty Council, will be involved in the development of the agenda for faculty meetings. In order to clear other afternoons for

other purposes, all schools are urged to use Mondays for scheduling faculty meetings.

Non-teaching Duties

10.13 The Board shall provide instructional assistants and clerical personnel for the purpose of relieving teachers of such duties as duplicating instructional materials, collecting money and materials from students, and supervising students in non-instructional activities. It is agreed, however, that when the performance of such duties is necessary to the fulfillment of a teacher's responsibilities, he/she shall be expected to do so.

10.13.1 Nurses shall not be required to perform bus duty, except in the case of emergency.

PTA Meetings

10.14 Teacher attendance at PTA meetings provides a vital link in promoting the total educational program to the parents. It gives an opportunity for parents and teachers to explore jointly their responsibility to their children and to public education.

10.14.1 Teachers should be present when the nature of the program indicates a need for their participation. Should professional or personal responsibilities conflict, the problem should be resolved with the local principal.

10.14.2 Teachers are encouraged to participate in the activities of their PTA's.

Transporting Students

10.15 Teachers shall not be required to transport students.

Physical Property and Materials

Grade Books

10.16 Each teacher shall be provided with a grade book that shall remain the property of the school system, and a planning book that shall become the property of the teacher.

Manuals and Workbooks

10.17 A copy of texts and workbooks and, whenever available, the teacher's manual for the texts and workbooks, for the individual use of the teacher will be provided for each subject or course he/she is teaching. Such materials shall be available to the teacher in advance whenever possible.

Desks, Chairs, Files, etc.

10.18 Each teacher shall be provided with a serviceable desk with keys, an adult chair and, if requested, a filing cabinet. It is the goal of the school system that classroom access to a computer, a network printer, and the internet is made available for each teacher. In addition, the necessary instructional supplies and materials in adequate amounts as needed in the program, shall be furnished.

Carts

10.19 The Board shall provide an adequate supply of carts in each school, where necessary, to be used by floating teachers to move materials and supplies.

Copying Materials

10.20 Each school shall be provided with serviceable copying equipment and adequate supplies of proper copying materials in quantities to deliver the curriculum.

Supplies

10.21 The Board recognizes its responsibility to provide adequate supplies and textbooks and to coordinate the ordering of textbooks and materials with curriculum changes. In the event that supplies are not received when needed, an emergency order procedure will apply. In the event that the use of this procedure will result in a more than two-week delay in instruction, the chief administrator at the place of instruction is empowered, if authorized by the Manager of Purchasing, to obtain the needed supplies, materials, or equipment from immediate sources.

10.21.1 The Board shall continue to implement the plan to bring all libraries up to present state standards.

10.21.2 The Board agrees that all supplies and materials will be equitably distributed among schools and teachers based on the needs of various schools and programs.

Physical Facilities

10.22 In the design of new schools and as existing schools are modernized, the Board shall propose to the Interagency Committee that each school be provided:

10.22.1 Well-furnished teachers' lounges of adequate size.

10.22.2 Adequate, well-lighted and clean restrooms for teachers.

10.22.3 Adequate, private dining areas for teachers' use.

10.22.4 Storage space for classroom materials and the teacher's personal property.

10.22.5 Office space and facilities for special area teachers to work with students.

10.22.6 Adequate guidance facilities.

10.22.7 Adequate health facilities with an office for the nurse.

10.22.8 A working area containing equipment and supplies to aid teachers in the preparation of instructional materials.

10.22.9 Internet access in all classrooms.

Appropriate Space

10.23 Whenever possible the appropriate amount and type of space will be provided for each teacher to conduct the program of instruction. The space needs of all programs will be considered in determining school capacity.

10.23.1 Consideration will be given to the needs of special service providers who are responsible for testing, counseling, and therapy by making every effort to provide the appropriate physical space

necessary to conduct their programs.

Professional Libraries

10.24 The Board and the Association mutually recognize the importance of continuous use of professional books and periodicals that reflect the research and trends of the art and science of education. In furtherance of that recognition, the Board agrees to continue development of professional libraries in school and include therein materials which are requested by the school staff in cooperation with the appropriate supervisors and coordinators to the extent that funds are available.

10.24.1 All texts, reference books and materials contained within the central school library are available for teachers' use. Materials from the central reference library of the Board and the professional library of the Association are available to teachers.

Parking

10.25 An adequate portion of the parking facilities at each school shall be reserved for teacher parking. Handicapped parking shall be provided.

Telephones

10.26 To the extent possible, telephones which provide for privacy shall be made available to teachers in each school for official telephone calls.

ARTICLE XI - Maintenance of Classroom Control and Discipline

Local School Procedures

11.1 An appropriate student discipline procedure shall be developed, in accordance with Board policies, for each school building by the faculty and the administrative staff after consultation with members of the student body. The Faculty Council shall have an opportunity to review any such procedure prior to its implementation.

Authority of the Teacher

11.2 Discipline in the classroom, including appropriate intervention activities, is basically the responsibility of the teacher. A teacher may exclude a pupil from his/her classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will send the pupil to the office of the principal, or his/her designee, and explain the reason for the exclusion as promptly as possible. The affected pupil will be readmitted to the classroom of the teacher involved only upon authorization by the principal or his/her designee, who will make such determination after conferring with the teacher and notification to the teacher of the action taken by the administrator prior to the student returning to the classroom.

11.2.1 A student removed from a teacher's classroom for disruptive behavior will not be placed in another teacher's room without conferring with the receiving teacher prior to the student returning the classroom.

11.3 If the teacher disagrees with the decision of the principal in readmitting a pupil to his/her class, he/she may have an immediate appeal to his/her Area Superintendent. The decision of the Area Superintendent on the assignment of the pupil is not subject to arbitration.

11.4 When information is available and not legally prohibited, an affected teacher(s) will be advised of any student(s) in his/her class who is returning or entering from a correctional facility, mental health facility, an alternative school program, or therapeutic foster care.

ARTICLE XII - Absences & Leaves

General Provisions ²

12.1 In granting a leave of absence to a tenured teacher, the Board obligates itself to offer that teacher a position as nearly comparable to the previous position as possible as soon as possible upon expiration of the leave but no later than the beginning of the next school year if the leave expires during the school year.

12.1.1 Any regularly certificated teacher who is on an approved leave and notifies the Department of Personnel by April 1 of intention to return to active duty status as of the following September, will be placed unless that teacher would otherwise have been laid off.

12.1.2 A teacher holding a provisional certificate who is granted a leave of absence is not assured reassignment at the termination of the leave unless or until such time as this teacher qualifies for a regular certificate.

12.1.3 A probationary teacher's reassignment at the end of a leave will depend upon his/her evaluations and previous effectiveness as a teacher.

12.1.4 If a salary deduction is necessary for time lost on a duty day, the deduction will be made at the rate of one-tenth (1/10) of the teacher's biweekly salary.

12.1.5 When leaves under this article are granted consecutively, only the initial leave shall count toward seniority.

Academic Activities

12.2 One (1) day is allowed for a teacher to attend his/her own college commencement, his/her spouse's, and his/her children's. The absence will be charged to urgent personal business leave.

12.2.1 One (1) day is allowed for teachers to appear for examinations for advanced degrees or professional licenses related to their employment. The absence will be charged to urgent personal business leave.

Adoption Leave

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

²Note: See Rules 4151, 4152, and 4153 and Policy 4155 for definitions of leaves and additional procedures

for administering leaves.

Bereavement Leave

12.4 Four (4) consecutive calendar days, beginning with the day of death or the first day after death is allowed if the death is in the immediate family. One (1) additional day will be allowed 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, those days allowed for urgent personal business may be used. In unusual circumstances, there may be flexibility in the use of the days by mutual agreement between the teacher and the Director, Office of Staff Relations.

12.4.1 One (1) workday is allowed to attend the funeral of a close relative. An additional day, if needed, shall be granted 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 stating the relationship, the date of death, the date of the funeral, and the dates of absence. This explanation will be forwarded with the payroll report.

Extended Leave of Absence

12.5 The Board may grant leaves of absence with or without loss of pay as described in the regulations for each category of leave, upon the request of the teacher, for purposes which the Board may deem appropriate including, but not limited to, the teacher's health.

Absence for Maternity

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

Child Rearing Leave

12.7 If a teacher does not desire to return to her position as soon as she is physically able to do so, following the birth of a child, or a father wishes to remain home to rear a newborn child, he/she may apply for a child rearing leave of absence under the following conditions:

12.7.1 Request for child rearing leave of absence shall be normally made by completing and forwarding the form, "Application for 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.

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 following the birth or adoption of the child.

12.7.3 Such leave becomes effective following the last day of employment.

12.7.4 A teacher on child rearing leave may use accumulated sick leave for up to six (6) calendar weeks

after giving birth to the child, provided that the teacher has worked until it was medically necessary to stop.

12.7.5 When a child rearing leave is scheduled to terminate after a semester begins (September 1 or February 1) the Board or teacher will have the option of extending the leave to the beginning of the following semester.

12.7.6 Before she returns to duty, the teacher may be required to present a doctor's certificate stating that she is able to resume her regular work.

12.7.7 The unused sick leave of a teacher who has been granted a child rearing leave of absence will be held in abeyance until such time as he/she returns to active service.

Military Leave

12.8 All teachers who have volunteered or who have been called for military duty shall be given a leave of absence covering their period of service in the Armed Forces of the United States.

12.8.1 Short term--Teachers who lose time due to obligatory short-term emergency or annual unit training duty with the National Guard or military reserves may be granted leave with regular pay consistent with their official military orders up to a period of fifteen (15) working days per annum. During the fifteen-day (15) period, accrual of benefits will continue.

12.8.2 If a teacher is a member of the organized militia and is ordered to active duty under the authority of the Governor, he/she shall be entitled to leave of absence without loss of pay while actually serving under such active duty orders. "Without loss of pay" shall mean the teacher's regular pay for the period of service less any compensation for such military duty.

12.8.3 In order to implement this policy, the teacher must present the Board with a copy of his/her military orders. In the absence of supporting documents, lost time due to military training or emergency duty shall be uncompensated. If a ten-month teacher has an option as to when he/she participates in short-term duty, he/she shall do so at the time which has least conflict with his/her professional duties.

12.8.4 The Board will continue to pay its share of the health and dental benefits for the family of the employee called to active duty for up to one (1) year provided the employee was enrolled in the appropriate coverage at the time of the order.

12.8.5 Extended active duty military leave shall upon request be granted to any teacher entering one of the military services of the United States. Upon completion of his/her military obligation he/she shall, within a reasonable length of time, be reinstated to his/her previous position, one of similar scope and complexity, or to an advanced position for which the Director, Department of Personnel believes he/she is qualified by virtue of his/her service, experience and training.

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:

- (a) The returning veteran has been separated under honorable or general conditions. Veterans separated under other than honorable (undesirable, bad conduct, or dishonorable) conditions shall forfeit their rights under this policy.

- (b) The veteran applies for reinstatement within one year of separation or an approved extension thereof.
- (c) The service period has not been voluntarily extended beyond four years' total active duty since August 1, 1961.
- (d) The veteran is still qualified to perform the duties of his/her former position or one of similar scope and complexity.
- (e) It is possible and reasonable to reinstate the veteran. Should the type of work formerly performed by the veteran no longer be required by the employer, or should all suitable positions be filled, the veteran shall be considered for future suitable openings.

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

- (a) Teachers returning to the system from military leave shall be granted up to a maximum of five (5) years of salary credit.
- (b) A teacher who has had successful service in the Peace Corps or VISTA will receive the same type of salary credit as that for military service.
- (c) Salary credit for military service for teachers new to the system may be granted up to a maximum of two (2) years.
- (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 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.

Personal Leave

12.9 A regularly certificated teacher with seven (7) years or more continuous, active service with the Board may be granted a personal leave of absence without pay for one (1) year.

12.9.1 No leave time will be regarded as active service insofar as determining the seven-year personal leave eligibility requirement.

12.9.2 Personal leaves will begin on the first duty day of the school year and extend through June 30 following. Any exception to this provision must be approved by the Superintendent.

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

12.9.4 Personal leave time shall not count towards seniority as defined in this Agreement but shall not be interpreted as interrupted service.

12.9.5 Personal leave time shall not be included in computing eligibility for an increment.

12.9.6 A second personal leave shall not be granted until seven (7) additional years or more of active service has been completed with the Board.

Sick Leave/Family Illness

12.10 A full-time teacher during the first two (2) fiscal years shall be advanced ten (10) days of sick leave or twelve (12) days for twelve-month employment.

12.10.1 A full-time teacher in his/her third year of teaching experience, and thereafter, will be advanced fifteen (15) days for ten (10) month employment and eighteen (18) days for twelve (12) month employment.

12.10.2 Teachers shall be eligible to accumulate earned sick leave days on an unlimited basis.

12.10.3 Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of 4 days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of (8) days of such leave. Family illness days are a part of an employee's personal sick leave. The Office of Staff Relations may approve additional days of family illness leave if the employee has sufficient personal sick leave, can provide medical documentation of the family member's illness, and the necessity for assisting the ill family member.

12.10.4 A teacher on sabbatical leave shall not be advanced sick leave.

12.10.5 A teacher on less than a twelve-month schedule, who is employed for additional periods of duty on a temporary basis or on extended year employment (EYE) is permitted to use sick leave during these periods. Such a teacher shall receive sick leave for the additional term of employment in proportion to the time worked, e.g., a teacher with three (3) years service employed six (6) weeks accrues three (3) days; three (3) weeks accrues one and one-half (1 1/2) days. Teachers assigned to summer school or workshops will be permitted to use sick leave for a maximum of 20% of scheduled workdays.

12.10.6 Teachers employed during the summer months for a period of six weeks shall be considered as twelve-month employees for the purpose of accumulating sick leave days.

12.10.7 A teacher on a leave of absence requiring Board action shall not be advanced sick leave time.

12.10.8 When a teacher is granted a leave of absence requiring Board action, his/her accumulated sick leave days are held in abeyance until he/she returns to duty. Upon return to duty, the teacher will be granted sick leave days according to the policies in effect, but he/she will not lose his/her earned length of service for accumulation purposes.

12.10.9 When it is known that a teacher will be out on sick leave for an extended period of time the teacher may agree to have his/her position filled by a contractual teacher. In such cases the teacher will be placed upon his/her return in accordance with Sections 12.1 and 12.1.1 of this Article, except that the deadline for requesting September placement will be June 1.

12.10.10 When it is known that a teacher will be out on sick leave for a period of three (3) months or more, the Board may fill the position with a contractual teacher for the remainder of the school year. In such cases the teacher will be assigned to his/her previous position at the beginning of the next school year, unless the teacher has voluntarily relinquished the position. If the teacher is able to return to work before the end on the school year, the teacher will be guaranteed his/her full salary for the remainder of the year. The Board may assign such teacher to an appropriate position for the remainder of the school year.

12.10.11 A teacher who leaves the employ of the Board will be granted sick leave days accumulated

during prior service, if he/she returns to duty within one (1) year. Ten-month teachers who resign as of June 30 of any one calendar year are eligible for such credit, provided they are re-employed in September of the following calendar year. Such credit may be granted following a longer absence if the teacher is rehired during the school year.

12.10.12 A teacher who leaves the employ of the Board shall be granted leave eligibility accumulated during prior service if he/she returns to duty with the Board within three (3) years, if one of the following reasons for termination can be established:

- (a) Changing of domiciles because of spouse's job transfer.
- (b) Employment in another education system or professional association such that the entire period is spent working with students or teachers.
- (c) Being on approved leave from the Board. Maternity or the adoption of an infant is considered as a valid reason for extending the above period from three (3) years to six (6) years.

Study Leave--Academic

12.11 A regularly employed teacher with two 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.

12.11.1 Application for academic leave shall be made in writing prior to June 1, preceding the year for which such leave is requested.

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 an increment. Failure to enroll as planned with and approved by the Department of Personnel, without just cause, may be interpreted as interrupted service.

12.11.3 Upon return from academic leave, this teacher will receive the full yearly increment, provided he/she has fulfilled the plans approved by the Superintendent.

12.11.4 In cases of consecutive leave (sabbatical followed by an academic, or two academic leaves) only one step will be granted on the salary schedule.

12.11.5 The number of academic leaves granted during any one school year will be decided in the best interest of the school system.

Study Leave--Sabbatical

Eligibility and Limitation

12.12 A regularly certificated teacher with seven (7) or more years of satisfactory, continuous, active service with the Board may be granted a sabbatical leave of absence for the purpose of furthering professional growth by means of graduate study or other means approved by the Superintendent of Schools.

12.12.1 A second sabbatical leave will not be granted as long as there is any other applicant meeting the qualifications for a sabbatical leave. This restriction may be waived if the sabbatical leave is necessary in order for the applicant to fulfill a residency requirement for a doctorate.

12.12.2 Satisfactory, continuous, active service is construed as meeting uninterrupted professional service in the system.

12.12.3 One leave of absence may be granted for illness, maternity, academic, unusual or imperative, and/or military service and not be counted as interrupting.

12.12.4 A teacher, however, must be in continuous, active teaching service following such an absence for at least three (3) years before being granted a sabbatical leave.

12.12.5 No leave time will be regarded as active service insofar as determining the seven-year sabbatical leave eligibility requirement.

Procedures

12.12.6 Application for sabbatical leave shall be made, in writing, after September 1 and prior to April 1, preceding the school year for which such leave is requested. Those applications which have been received by December 1 will be acted upon by the Board during that month. If the number of budgeted sabbatical leaves has not been allocated as a result of this procedure, those which are submitted up to April 1 will be acted upon in the order received.

12.12.7 A teacher must present, with his/her application, an outline of proposed study to be undertaken while on leave.

12.12.8 A program of full-time graduate study of twenty-four (24) semester hours is accepted as meeting the sabbatical leave requirement. Any exception to this requirement must be approved by the appropriate Associate Superintendent prior to the expiration of this leave.

12.12.9 Ten (10) sabbatical leaves shall be available during each school year.

12.12.10 Sabbatical leaves for twelve-month teachers will begin on July 1 and extend through June 30 following. Any exception to this provision must be approved by the Superintendent.

Compensation

12.12.11 The salary for a teacher on sabbatical leave shall be determined on the basis of years of commitment for employment by the Board upon returning from the sabbatical leave. A teacher who commits himself/herself to at least two (2) years of service to the Board following such leave shall be paid at the rate of sixty (60) percent of his/her regular salary during the specified period of leave.

12.12.12 Teachers who are granted sabbatical leave shall retain the option of one-year commitment of service, with payment to be made at the current rate of fifty (50) percent of his/her salary.

12.12.13 In the event a teacher on sabbatical leave receives extra monies through any type of grant, the combined amount of those monies and the sabbatical leave allowance shall not exceed the amount of money this person would have received as a teacher for the school year in which the sabbatical leave has been granted. In cases where the combined monies exceed the regular salary, as outlined above, the sabbatical leave salary shall be reduced accordingly.

12.12.14 Should the teacher not return to the service of the Board, he/she will be required to refund the salary granted for sabbatical leave.

12.12.15 The provisions of the sabbatical leave section will be administered in accordance with the

conditions of the individual sabbatical leave contract (1972 revision).

Unusual or Imperative Leave

12.13 A teacher may be granted a leave up to one (1) year by the Board at loss of full pay for unusual or imperative reasons when no other leave program is applicable.

12.13.1 Application and approval must be secured before the absence begins.

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 notify the Department of Personnel immediately if the plans for the leave do not materialize as planned.

Urgent Personal Business Leave

12.14 Each teacher shall be entitled to up to three (3) days per year for urgent personal business leave. A written statement of intent to be absent shall be submitted to the principal (or other appropriate administrator) at least twenty-four (24) hours prior to the expected absence. The principal (or other appropriate administrator) may make exception to the twenty-four (24) hour requirement in case of a demonstrated need. Urgent personal business leave must be used only to conduct personal business of a nature that cannot be scheduled on a non-duty day. Urgent personal business leave may not be used on consecutive duty days except as otherwise indicated by this Agreement or with permission of the principal (or other appropriate administrator).

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

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

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

12.14.4 Personal business leave may not be used immediately prior to the end of the school year, except as provided in 12.15.1 above. Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

Special Religious Observance Leave

12.15 Teachers will be permitted a total of five (5) days for religious holidays, including the three (3) personal business days allowed. Unused personal business leave is cumulative, as provided above. In determining these holidays, the Superintendent will request from appropriate religious authorities, verification of the requirement for teachers to be absent from work to fulfill religious obligations. Should religious authorities verify that more than five (5) days are needed by the 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. The teacher is required to submit one (1) week in advance, to the appropriate administrator, a letter stating the intent to be absent on a duty day to observe a religious holiday.

Court-related Leave

12.16 Teachers may be absent without loss of pay to serve on a jury or to obey a summons issued by a legally established court unless he/she is a defendant in court proceedings. Such absence is not charged to sick leave. A teacher receiving compensation for this duty shall receive his/her regular salary, less any compensation for such day.

12.16.1 If a teacher defendant is not found to be guilty or, in a civil case, disposition is in favor of the defendant by the court, he/she shall be paid retroactively for time lost because of the summons, provided verification of the verdict is provided within thirty (30) days of the absence. A teacher pleading nolo contendere shall not be paid.

Sick Leave Bank

12.17 The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank after the member's accumulative sick leave has been exhausted.

12.17.1 The definition of sick leave covered by this bank shall be that leave that is granted to a teacher who through catastrophic personal illness, injury, or quarantine is unable to perform the duties of his or her position. Sick leave from the bank may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on non-duty days when required as a result of a qualifying illness or injury. Sick leave from the bank may not be granted for the period of disability when monies are paid to the teacher under Worker's Compensation Law.

12.17.2 A three-member approval committee, consisting of members selected by the Association, shall have the responsibility of receiving requests, verifying the validity of requests, approving or denying requests, and communicating its decision to the member and the Office of Employee Benefits and Risk Management. The committee shall have reasonable discretion in requiring a doctor's certification of disability and in establishing special limits or provisions for certain disabilities. The committee shall develop its rules of procedure and general criteria for approval. Upon approval of the rules and criteria by the Association and the Superintendent, the committee shall give the rules wide distribution.

12.17.3 The Office of Employee Benefits and Risk Management shall approve bank grants as being within the limits of the bank balance, that the illness is covered under Section 12.18.1 and that sick leave is exhausted. Requests meeting the above will be forwarded to the Office of Payroll as authorization for payment.

12.17.4 The bank may be used only by the individual contributor for his or her personal disability.

12.17.5 The bank may not be used for disabilities of other members of the contributor's family.

12.17.6 The bank may not be used by the contributor to remain away from his or her position in order to assist a member of his or her family who is ill.

12.17.7 Only earned or anticipated sick leave may be contributed to the bank; vacation and personal leave may not be contributed.

12.17.8 Contributions can be made between July 1 and September 30 of any given year. Teachers returning from leave will be permitted to contribute to the bank on approval of the committee. New

teachers will not be eligible to join during the first school year in which they are employed, and, if laid off, may contribute within the first thirty (30) days after the effective day of reassignment. A new teacher who was a Board employee in another bargaining unit in Baltimore County and who was a member of a sick leave bank in the other unit at the time of receiving a teacher's contract shall be eligible to join the bank immediately. A new teacher who was a teacher in another Maryland school system and is transferring in twenty-five (25) or more days of sick leave shall be eligible to join immediately. The Association will notify the Office of Payroll so that an exception entry can be made. Teachers returning to the system shall be eligible to join the bank immediately if they are eligible to receive previously earned accumulated sick leave and if the amount of previously accumulated sick leave is at least fifteen (15) days.

12.17.9 All teachers on active duty in the Baltimore County Public Schools for which the Association is the exclusive agent are eligible to contribute to the sick leave bank.

12.17.10 The rate of contribution for members shall be based on the following schedule:

0 to 120 days of accumulated sick leave--1 1/2 days

121 to 180 days of accumulated sick leave--1 day

181 or more days of accumulated sick leave--1/2 day

The initial contribution to the bank will be made at the time of joining the bank and future contributions will be based on need as agreed upon by the Board of Directors of the Association and the Superintendent.

Contributors must use all accumulated sick leave before applying for leave from the bank. The total time a person may draw on the sick leave bank is one (1) year including duty days, holidays, and CNDWD or vacation days but does not include the other days the teacher does not normally work.

12.17.11 A contributor will lose the right to utilize the benefits of the bank only by:

- (a) Termination or suspension of employment in the Baltimore County Public Schools.
- (b) Cancellation of participation by the member on the proper form at any time.
- (c) While on approved leave of absence.
- (d) Transfer to a position in another unit within the school system.

12.17.12 The existence of the bank and participation by a teacher in the bank does not negate or eliminate the rights of individual teachers who participate in the bank to other sick leave benefits as specified by this Agreement.

12.17.13 All donations will remain in force and cannot be returned even upon cancellation of a membership.

12.17.14 Members shall be permitted to use the bank for personal illness. After sick leave is exhausted, the bank can be used on the fourth duty day of absence during the member's disability. The three (3) days deductible will apply to each disability but will be waived for relapses of the same disability. The maximum number of sick days that can be granted in any one (1) fiscal year will be the remaining number of duty days a member is scheduled to work plus included holidays and CNDWD or vacation days they would normally accrue during this period. In no case will the granting of leave from the bank cause a

member to receive more than his or her annual salary.

12.17.15 The number of accumulated sick leave days available to a member at any time for any purpose, will not include the number of days which the teacher has contributed to the bank.

12.17.16 An individual eligible for disability retirement may not use the provision of the sick leave bank to postpone that retirement.

12.17.17 All unused sick leave days in the bank at the end of a fiscal year shall be carried over to the next fiscal year.

12.17.18 When it is known that a teacher will be out on sick leave for an extended period of time the teacher may agree to have his/her position filled by a contractual teacher. In such cases the teacher will be placed upon his/her return in accordance with Sections 12.1 and 12.1.1 of this Article, except that the deadline for requesting September placement will be June 1.

12.17.19 When it is known that a teacher will be out on sick leave through the sick leave bank for a period of three (3) months or more, the Board may fill the position with a contractual teacher for the remainder of the school year. In such cases the teacher will be assigned to his/her previous position at the beginning of the next school year, unless the teacher has voluntarily relinquished the position. If the teacher is able to return to work before the end of the school year, the teacher will be guaranteed his/her full salary for the remainder of the year. The Board may assign such teacher to an appropriate position for the remainder of the school year.

12.17.20 Should the provisions of the sick leave bank be terminated the bank balance shall be returned to the then current members of the bank proportional to the rates established in Section 12.18.10 of this Article, excluding those individuals who have utilized the bank in the previous three (3) years.

Workers' Compensation Leave

12.18 When a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board Physician, the teacher will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve (12) months. No part of such absence will be charged to the teacher's sick leave.

If disability persists after the twelve (12) month period, the teachers shall be placed on Leave of Absence and disability payments will commence consistent with amount covered by the Workers Compensation Laws. Any teacher who terminates his/her service with the Board must reimburse the Board for any advanced personal injury leave pay for which he/she is indebted to the Board.

12.18.1 The Board will continue to pay its share of the cost of health insurance for a teacher receiving Workers' Compensation benefits, including up to twelve (12) months following the expiration of personal injury benefits.

ARTICLE XIII - Observation, Evaluation and Files

Observation Procedures

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 designed to promote interactions and to generate professional growth for teachers.

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 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 Unsatisfactory Teachers:

13.4 In addition to the procedures in Sections 13.1 through 13.3, the following observation procedures shall apply to probationary teachers and tenured teachers who have received an unsatisfactory rating:

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

13.4.2 Observe by more than one qualified observer each year.

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

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

13.4.5 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. The principal will consider 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 After an observation that is less than satisfactory, suggestions for improving will be made at a conference held within three duty days. These will be given to the teacher in writing within seven duty days of the observation.

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 Satisfactory, Needs Improvement, or Unsatisfactory.

13.4.9 Conferences related to all observations must occur within ten duty days to discuss the written observation report.

Evaluations for Probationary and Unsatisfactory 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 unsatisfactory rating.

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

13.5.2 The evaluation shall be based on the conclusions and assessments reached by more than one staff member.

13.5.3 No teacher shall receive a less than satisfactory 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.

13.5.4 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 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 shall be rated Satisfactory or Unsatisfactory.

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.

13.5.11 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.

Evaluation for Tenured Teachers:

13.6 The evaluation process for the satisfactory tenured teacher 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.

13.6.1 Tenured teachers should be provided performance feedback each year. Satisfactory tenured teachers shall be evaluated every other year. In the non-evaluation year, performance is presumed to be satisfactory.

13.6.2 The evaluation process for satisfactory teachers will be mutually determined by the teacher and the evaluator. The list below includes some of the possible evaluation options:

- Student achievement data
- Formal observations
- 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
- Other mutually agreed upon option

If a mutually agreed determination cannot be achieved, the standard process will be utilized.

13.6.3 Alternatives must involve the teacher in a planned teaching experience and must ensure planned interaction between the teacher and the appraisal team about the experience. The evaluation should be based on two observations or the mutually agreed upon equivalent alternative.

13.6.4 In the evaluation year, the standard form or mutually agreed upon alternative (both of which result in a final rating of Satisfactory or Unsatisfactory) will be used. In the non-evaluation year, oral and/or written feedback about instruction will be given. The feedback shall have no final rating attached.

Observations Related to the Standard Form for Tenured Satisfactory Teachers;

13.7 The following observation procedures, when using the Standard Form, shall apply to tenured teachers who have received a satisfactory rating:

13.7.1 A teacher should be observed by more than one qualified observer in the evaluation year.

13.7.2 Classroom observations will last at least thirty minutes, unless the instructional activity requires less time or the observer deems the lesson is satisfactory.

13.7.3 If a duplicate lesson plan is required for the observers, at least two-duty days notice is required.

13.7.4 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.

13.7.5 Conferences related to all observations must occur within ten duty days to discuss the written observation report.

13.7.6 Observations shall be rated Satisfactory, Needs Improvement, or Unsatisfactory.

13.7.7 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 visit has been made. The principal will consider a teacher's request that the third visit include BCPS personnel with qualifications or experience unique to the instructional or therapeutic situation being observed.

13.7.8 After an observation that is less than satisfactory, suggestions for improving will be made at a conference held within three duty days. These will be given to the teacher in writing within seven duty days of the observation.

Evaluations Related to the Standard Form for Tenured Satisfactory Teachers:

13.8 The following evaluation procedures, when using the Standard Form shall apply to tenured teachers who have received a satisfactory rating:

13.8.1 Any less than satisfactory evaluation shall be based on the conclusions and assessments reached by more than one qualified observer, as determined by the principal.

13.8.2 No teacher shall receive a less than satisfactory 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.

13.8.3 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.

13.8.4 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 the contents). Teachers have the right to make written responses and have them included in personnel files.

13.8.5 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.

13.8.6 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.

13.8.7 No less than satisfactory evaluation of any teacher by any administrator can be competed and filed unless the teacher shall have been observed on at least two (2) reasonably spaced occasions by more than one qualified observer, as determined by the principal.

13.8.8 Evaluations shall be rated Satisfactory and Unsatisfactory.

13.8.9 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.

13.8.10 If the standard appraisal form is not used for the evaluation, the written feedback should contain language such as the following: "As required by Comar 13A.07.04.02, this evaluation has an overall rating of satisfactory."

13.8.11 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.

Evaluation for Teachers with Unusual Assignments:

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

13.9.1 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 Executive Director of Schools will identify the home school principal.

13.9.2 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.

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

Teachers Files:

13.10 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.

13.11 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.

13.12 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.

13.13 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 Executive Director of Schools.

13.14 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.

ARTICLE XIV - Transfers and Assignments

General

14.1 Any teacher transferred during the school year to a new school shall be allowed up to two (2) duty days in the school without teaching or other assigned responsibilities for the purpose of packing the materials from the former classroom and establishing the classroom in the new school. The Board will move the teacher's materials upon request.

14.1.1 The Board may identify any vacant positions as reserved to be filled by a newly hired teacher rather than through the transfer process.

Voluntary

14.2 Teachers who want to be considered for a transfer to another school shall file a written statement requesting such consideration with the appropriate personnel officer not later than the established deadline; or within seven (7) days after learning that he/she is to be involuntarily reassigned for the next school year if such knowledge occurs after submission of the Declaration of Teaching Intention Form. Any transfer requests submitted after the established deadline shall not require reconsideration or change of any other transfer decision made by the Board prior to receipt of such request.

14.2.1 Any teacher requesting a voluntary transfer shall have his/her request submitted to administrators at work sites to which he/she has requested a transfer.

14.3 Teachers who have requested transfers or reassignment shall be notified by three (3) duty days prior to the last duty day of the school year of the administration's action on said transfer or reassignment. This action will include (1) the granting of the transfer or reassignment; or (2) denial and the reason for the denial; or (3) the absence of the actions specified in either (1) or (2) will indicate that this request is being held in abeyance with the possibility it can be granted within a reasonable period of time. All requests for transfers that have not been granted shall be active until August 1, and may be considered after that date. When a vacancy occurs during the school year, consideration will be given, whenever possible, to those teachers who requested a transfer to that school during the previous transfer period.

Involuntary/Excess

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

14.4.1 The principal, with the approval of the Executive Director of Schools, shall determine which teacher is to be involuntarily transferred based on the best interests of the students and the program of instruction.

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

14.4.3 An excess teacher who so desires may be returned to his/her previous school if an appropriate vacancy occurs by August 1, or later if the teacher has not been assigned elsewhere. Consideration may be given if the vacancy occurs after August 1.

14.4.4 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.

14.4.5 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 redrawn 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.

14.4.6 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 August 1, the remaining teachers shall then choose placement from any remaining appropriate positions. On August 1, the Association shall receive notification of all teachers not placed and all positions available. A lottery shall be held five (5) working days after August 1 to determine the order in which teachers are given their choice. An Association representative will be allowed to attend the lottery.

Involuntary/Administrative

14.5 Involuntary transfers may be made by the Superintendent, as the needs of the schools require.

14.5.1 When a teacher is involuntarily transferred he/she shall be given the opportunity to make known his/her wishes regarding a new assignment by submitting a list of schools in preferential order for which he/she wishes to be considered.

14.5.2 Notification of an involuntary transfer will be given to a teacher as soon as possible but not less than 20 calendar days, except in case of emergency, in advance of the intended transfer.

14.5.3 An involuntary 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.

Assignment Out of Field

14.6 A teacher holding a Standard or Advanced Professional Certificate who accepts a transfer to a position out of his/her teaching field to accommodate the needs of the school system shall be paid the salary he/she would have received if assigned in his/her teaching field, provided that, by the beginning of the third year, and each succeeding year, he/she presents at least six (6) semester hours of college credit toward certification in the new teaching field. The teacher so assigned shall retain his/her regular contract while teaching with a provisional certificate.

Notification of Assignment

14.7 Every teacher on active pay status shall be given a written notice of his/her proposed school assignment and general teaching responsibility, including grade(s), for the forthcoming year by June 15 of the preceding school year and given reasons for any change. In the event that changes in the assignments must be made after the assignments have been announced, the teacher will be contacted, if possible, and promptly notified of the change and the reason(s) for the change. The teacher will be responsible for providing an address at which he/she can be reached.

14.7.1 No teacher will be reassigned to different teaching responsibilities unless the principal has first conferred with the teacher, giving reasons for the proposed change and has considered the teacher's input. The teacher shall be notified of the decision as soon as possible. When the teacher is unavailable for such a conference, he/she shall be promptly notified in writing of the reassignment and the reasons for the change.

14.7.2 No changes will be made in any assignment after August 15 preceding the commencement of the school year unless an emergency situation requires same.

ARTICLE XV - Professional Growth & Training

Reimbursement

15.1 The Board will reimburse teachers for tuition and fee charges up to one hundred twenty-five dollars (\$125) 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 reimbursement 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 not providing college credit may be reimbursed for registration/enrollment costs on a credit equivalent basis.

15.3 A teacher must file a Request for Course Approval Form, obtained from the office of the principal or other appropriate administrator, to secure prior approval of the appropriate Personnel Coordinator and to be eligible for reimbursement for courses and/or professional development activities.

15.4 Any teacher on an approved leave of absence will be eligible for reimbursement of courses taken while on leave, in accordance with the other provisions of this Article.

15.5 This article shall be administered in accordance with rules and regulations as established by the Board and the administration.

In-service Courses

15.6 The in-service course offerings will continue to be increased and updated. The Board shall continue to make every attempt to decentralize in-service courses so that comparable opportunities are offered at differing locations in the County.

15.7 Fifteen (15) approved in-service course credits may be counted toward salary placement on the APC schedule. Eighteen (18) credits each may be counted toward the Master's Degree Plus 30 Credits, and Master's Degree Plus 60 Credits schedule.

15.8 A total of six (6) semester hours of in-service credit may be applied to each of the First and Second Year Programs of Study beyond the Master's Degree for supervising a student teacher, student observer, or qualifying intern. Credits will be granted based upon guidelines established by the Department of Personnel.

ARTICLE XVI - Professional Compensation and Teacher Responsibility

Basic Salaries

16.1 The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to, and incorporated in this Agreement. All salaries shown in appendix A will be paid within one dollar (\$1.00) of amount stated. Any paycheck including salary for a period of time in excess of two (2) weeks will have appropriate adjustments made in withholding taxes to properly reflect the period of time covered.

16.1.1 The Board of Education agrees to provide funds for step increases each year subject to funding by the County fiscal authorities.

Salary Errors

16.2 In the event of a salary error, neither the Board nor the Association may claim salary adjustments for any more than the fiscal year in which the error is detected. When a teacher has been overpaid, he/she must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the teacher's request, repayment deductions may begin immediately.

Responsibility Factors

16.3 Responsibility factors for all teachers eligible for such compensation are listed below. The amounts listed below will be increased each year by the same percentage as the increase in the basic teacher's salary schedule.

SUPPLEMENTAL SALARY SCHEDULE

03-04

Psychologists, department chairmen,
team leaders or content leaders with 9.40 or more
FTE employees assigned to department or team **\$3,511**

Department chairmen, team leaders or content leaders
with 4.40 to 9.39 FTE employees assigned to department
or team **\$2,927**

Department chairmen, team leaders or content leaders
with 1.40 to 4.39 FTE employees assigned to department
or team **\$2,342**

Twelve-Month Employment

16.4 The differential for twelve-month employment shall be seventeen (17) percent.

Extended Year Employment (EYE)

16.5 For teachers participating in an extended year employment activity of less than six (6) weeks, compensation shall be prorated on the salary effective July 1 in equal proportions, e.g., four (4) weeks equal four-sixths (4/6) times seventeen (17) percent.

16.5.1 The Board may assign a teacher on EYE to a different work site for part or all of the EYE period to meet the educational needs of the school system.

16.5.2 A teacher with an EYE level of four (4) weeks or more shall not be eligible for additional summer school or workshop employment. In no event shall a teacher's total differential for summer employment and/or EYE exceed seventeen (17) percent.

16.5.3 A teacher on EYE will be on duty immediately following and/or immediately preceding the regular school year unless there is mutual agreement upon another schedule. EYE shall be considered for retirement purposes.

16.5.4 Any teacher assigned prior to July 1, 1993, to a position which includes EYE and a responsibility factor shall continue on EYE as long as this teacher has a responsibility factor. In the event a reduction in EYE is necessary because of budgetary constraints or changing educational needs, no such teacher shall be subject to a reduction of more than twenty percent (20%) of his/her highest level of EYE in any one year, nor to a total reduction of more than fifty percent (50%) from his/her highest level of EYE. The restrictions in the preceding sentence shall not apply in the case of a work-study program where the reduction is due to reduced student participation. Any teacher to be reduced shall receive notification of such reduction no later than June 1 preceding the fiscal year in which the reduction is to take place. In the event such reduction is a result of budgetary action by the local appropriating authorities, notice must be given to the teacher within fifteen (15) calendar days following final action by the appropriating authorities.

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:

03-04 school year \$199 per day

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:

03-04 school year \$107 per day

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 twelve twenty seven (\$227) per day for a six and one-half (6 1/2) hour work day for 2003-04 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.

Travel Credit

16.8 A total of six (6) semester hours of credit may be applied to the First and Second Year Programs of Study Beyond the Master's Degree or Equivalent Program for educational travel experience under the following guidelines:

16.8.1 The itinerary must be approved in advance as having sufficient relationship to the teacher's area of teaching, through a conference with the appropriate Personnel Coordinator. Written confirmation of this approval shall be sent to the teacher along with the Travel Resume Form.

16.8.2 The trip must cover a period of at least four (4) weeks.

16.8.3 The teacher must submit the Travel Resume Form to the appropriate Personnel Coordinator upon completion of the trip.

16.8.4 Travel credit will be counted as in-service credit and included in the maximum of fifteen (15) hours in-service allowed in each program.

16.8.5 A trip taken outside of the State of Maryland during a summer session, for the purpose of securing college credits applicable to the First or Second Year Programs of Study Beyond the Master's Degree or Equivalent Program, is not applicable to this policy.

Evening & Saturday High School

16.9 Teachers of evening and Saturday high school shall be paid twenty-five dollars (\$25.00) 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 nineteen dollars (\$19.00) 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 nonclassroom activities require the time of a teacher on a regular basis, exceeding the duties outlined in Article X, 10.6 through 10.7.9 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 Executive Director of Schools shall approve all compensation for extra duty.

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

Salary Regulations

16.11 Teachers shall be compensated in accordance with rules and regulations as established by the Board and the administration.

Temporary Responsibility Factor

16.12 A teacher assigned by his/her Area Superintendent to work in the capacity of an administrator who is absent from his/her position shall be paid a responsibility factor for such position if he/she performs the work of the absent administrator in excess of six (6) weeks.

Part-Time Teachers

16.13 All teachers hired prior to July 1, 1978 who are or who become part-time teachers shall receive the same benefits as full-time teachers except that their salary, sick leave and preparation time shall be determined on a pro rata basis related to full-time teachers. However, any teacher hired prior to July 1, 1978 and who becomes less than half time on or after July 1, 1982, other than as a result of a layoff procedure, will have his/her health insurance and dental insurance benefits maintained at 50% of the contribution by the Board for full-time teachers. All part-time teachers with a hire date of July 1, 1978 or thereafter will have their health insurance and dental insurance benefits prorated in accordance with that portion of a full position that they occupy. The Board shall not initiate any action by which part-time positions are created to eliminate or replace full-time positions.

16.13.1 Any part-time teacher who has requested full-time shall be considered for a position for which he/she is qualified before a new teacher may be hired for that position.

ARTICLE XVII - Insurance's

Basic Plan Life Insurance

17.1 The Board will pay 100% of the premium for \$10,000 life insurance.

Optional Plan Life Insurance

17.2 For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings, rounded up or down to the nearest \$1,000 increment. Increments are equal to .25 times the employee's basic annual earnings starting at .50 times earnings. The minimum amount available for additional coverage, therefore, equals .50 times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) times the employee's basic annual earnings or \$400,000. Optional life insurance coverage shall be available to employees by payroll deduction.

Section 125 Plan

17.3 The Board shall provide for teacher contributions to life, health, dental, and vision insurance programs to be made with pre-tax dollars under Section 125 of the IRS Code. Teacher premiums for cancer/intensive care insurance and catastrophic insurance may be made with pre-tax dollars under the Section 125 Plan. The Board shall provide for additional coverage under Section 125 as indicated in the Flexible Benefits Plan described later in this article.

17.3.1 The Section 125 Plan administrator shall be jointly determined by the Board and the employee organization(s) representing covered employees.

Flexible Benefits Insurance Program

17.4 A flexible benefits insurance program shall be offered to employees, along with flexible spending accounts established under Section 125 of the IRS Code.

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

17.4.2 Each benefit option will have a "price tag" or cost to an employee if that particular benefit is selected. All employee contributions will be on a pre-tax basis. This means that federal and state income taxes and FICA tax will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 form. Employee contributions will be included in annual salary for retirement and life insurance purposes.

17.4.3 A teacher may make employee contributions to a Dependent Care Spending Account provided the teacher meets requirements prescribed by federal regulations. The account may be used, during the plan year for which the contributions were made, for tax-free reimbursement of qualifying expenses for the care of dependents to enable the employee to work. Any amounts remaining in the account at the end of the plan year will be forfeited.

17.4.4 A teacher may make employee contributions to a Health Care Spending Account for tax-free reimbursement of qualifying health-related expenses incurred during the plan year for which the contributions were made and not paid by insurance. Any amounts remaining in the account at the end of the plan year will be forfeited.

17.4.5 The Board shall make qualified reimbursements from flexible spending accounts on a semi-monthly basis.

17.4.6 For part-time teachers, the Board contribution shall be as follows: Health/Dental Care prorated based on regularly scheduled work hours, Vision Care - more than .5 FTE at no cost.

Health Care Options -- Flexible Benefits Plan

17.5 The specific coverages 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 a triple option plan. The employee will be able to select, at the time service is needed, a triple option (POS, PPO, indemnity) plan. The employee price tag will be 10% of the annual premium through 2006-2007 according to the schedule In Appendix B.

The Board shall provide a discount prescription card for 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 through 2006-2007 shall be \$13.00 per prescription for generic drugs.

17.5.2 Option 2 Employees may choose to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO. The employee will pay ten percent (10%) of the cost of the annual HMO premium for each market through 2006-2007, provided it is the exclusive HMO vendor in the market. When two (2) or more HMO's are offered in a market, the employees' cost will be calculated on the difference between the cost of the lowest annual premium of the HMO's offered in the market and the Board's contribution. A prescription drug benefit is included with each HMO offered. The employee price tag will be according to the schedule In Appendix B.

17.5.3 Option 3 is a Medicare Supplement Plan with specific coverages comparable to the existing plan. This plan will only be available to retirees who have attained the age of 65. The Medicare-eligible retiree price tag will be according to the schedule in Appendix B. The limit on major medical coverage shall be \$300,000. The major medical cash deductible shall be two hundred fifty dollars (\$250) per family member, shall be limited to two (2) per family benefit year, and shall be limited to a total deductible of six hundred dollars (\$600) per family. The major medical coverage shall provide for 80/20 co-insurance up to \$200 with 100% payment thereafter in each benefit year. The maximum out-of-pocket cost to the retiree for major medical will be six hundred fifty dollars (\$650) per individual per year of deductibles and co-insurance.

Adult Hearing Aids

17.6 Beginning In 2003-2004, coverage for adult hearing aids will be included in the health plans offerings provided by the Board. The incremental annual cost for the benefit for Medicare-eligible retirees will be 90% paid by the retiree.

Insurance--Family of Deceased Teacher

17.7 The Board will pay full premiums for health, dental and vision insurance for the spouse and/or family of any teacher who dies in service, for a period of one year, providing the teacher was enrolled in such program and the spouse and/or family were eligible for benefits prior to the death.

Health Insurance--Retired Members

17.8 The Board shall contribute toward the premium for health insurance or an optional HMO for teachers 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. Specific price tags for available plans will be according to schedules contained in the Retiree Enrollment Guide. Contributions by the Board shall be made in accordance with the following schedule:

	Options 1 & 2	Option (Only for retirees age 65 and over) 3
10-19 years of service	50%	30%
20-29 years of service	75%	55%
30 or more years of service	90%	70%

17.8.1 The Board shall reimburse teachers or retired teachers who have attained the age of 65, for their cost of Medicare--Part B (Medical) in accordance with the following schedule:

10-19 years of service	30%
20-29 years of service	55%
30 or more years of service	70%

17.8.2 The Board shall continue to provide the payment set in Section 17.8 or 17.8.1 for one 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 June 30, 2007. The employee price tag will be according to the schedule in Appendix B.

17.9.2 The specific coverages 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.

Vision Insurance

17.10 The Board shall provide an optical plan jointly selected by the Board and employee organizations.

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 XVIII - Other Benefits

Safety Glasses

18.1 Prescription safety glasses shall be provided when requested, at Board expense, to all teachers working for a significant part of the school day in laboratories, shops, or other areas where, because of

potential danger to the teacher's eyes, state law requires the use of such glasses.

18.1.1 This benefit refers only to those teachers who normally wear prescription glasses. It shall be the responsibility of the teacher to obtain his/her own prescription.

18.1.2 This service for the teacher shall be provided for as often as needed for the following reasons:

- (a) Normal wear (not to be less than three (3) years).
- (b) Damage to the frame or lens due to the nature of the work involved or due to the prevention of an accident to the eye.
- (c) Necessary adjustments whenever a teacher's prescription needs to be changed, upon the approval of the appropriate administrator with the advice of the teacher's ophthalmologist or optometrist.

Transportation Reimbursement

18.2 The necessary use of the teacher's personal car for transportation on school business shall be reimbursed at the rate established by the Internal Revenue Service.

18.2.1 Necessary transportation must be approved by the principal. Reimbursement will be made twice during the year, subject to the approval of requests from the principal submitted on the appropriate form. No reimbursement of less than fifteen dollars (\$15) will be paid to a teacher during any six-month period; except that the final reimbursement for a teacher during any fiscal year may be for less than fifteen (\$15) dollars. Reports must be submitted within fifteen days of the close of a fiscal year to receive reimbursement.

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

18.2.3 Necessary use shall consist of the following:

- (a) Attendance at professional meetings called by the Superintendent, the Superintendent's staff, Assistant Superintendents, Supervisors, Coordinators or other appropriate authorized personnel.
- (b) Banking, post office business, checking school bus stops, and other transportation necessary to the function of the school.
- (c) Teachers assigned to two (2) or more schools on any given day will be reimbursed for the total mileage incurred less the normal round-trip commuting distance to the closest school or office to which the teacher is assigned.

18.2.4 When computing mileage for meetings in other schools, the teacher's normal round-trip commuting distance shall be subtracted from the total mileage incurred through attendance at the meetings.

Flu Shots--Tuberculosis Tests

18.3 The Board shall arrange with competent medical authorities to administer flu shots annually to any teacher who wishes to avail himself/herself of this service. The Board shall arrange for a tuberculosis skin-testing program for all teachers as required by law.

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.

ARTICLE XX - School Calendar

Calendar

20.1 The school calendar shall contain not more than 191 duty days for 10-month teachers.

Consultation on Change

20.2 Any changes in the school calendar shall be made only after consultation between the Association and the Board.

Pre-instructional Duty Days

20.3 During pre-instructional duty days, teachers will be expected to attend all scheduled meetings and meet all professional responsibilities necessary for the opening of the new school year. With the exception of scheduled meetings, each teacher will determine his/her own work schedule for these days. Whenever possible, at least two full days, or one full uninterrupted day and two half-days, shall be guaranteed for teachers to prepare their rooms, with no meetings or other assigned responsibilities.

ARTICLE XXI - Effect of Agreement

Changes in Rules and Policies

21.1 All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement or the negotiations laws.

Individual Contracts

21.2 Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this Agreement.

21.3 Should any article, provision, or application of this Agreement to any teacher or group of teachers be declared illegal by a court of competent jurisdiction, said article, provision, or application, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, provisions, and applications shall remain in full force and effect for the duration of the Agreement. The Board and the Association agree that they will enter into immediate negotiations specifically and exclusively with respect to any provision of the Agreement which has thus been declared illegal. The Association agrees that it will abide by the provisions of the negotiations law.

ARTICLE XXII - Duration of the Agreement

22.1 The provisions of this Agreement shall be effective, unless otherwise noted, from July 1, 2003 and shall continue in effect through June 30, 2007, except as follows. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 05 through FY 07 will be limited to wage reopeners, i.e., wages beyond the minimum salary requests made by the Board of Education for each these three (3) fiscal years, and three (3) Articles selected by each respective party. The Board of Education will request a 2% annual minimum salary adjustment for FY 05; a 2% annual minimum salary adjustment for FY 06; and a 3% annual minimum salary adjustment for FY 07. The Board of Education and the Association are committed to work toward exceeding each of these annual minimum salary request levels. Implementation of any fiscal provision of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive and County Council of Baltimore County.

FOR THE BOARD:

Daniel Capozzi
Thomas Evans
Deabra Feaster
John Smeallie

Consultant:

Ed Dieffenbach
Randy Grimsley
Kathy Harmon
Lyle Patzkowsky

FOR THE ASSOCIATION:

Mary Frantz
Karen Gantz
Mark McDonald
John McLaughlin
Marcus Mencarini
Halimah Mekki
Barbara Tyler

Consultants
Robert Anzelc
Mark Beytin

**APPENDIX A
SALARY SCHEDULE
STANDARD PROFESSIONAL OR
ADVANCED PROFESSIONAL CERTIFICATES
2003-04
-TEN MONTHS-**

<u>STEP</u>	<u>BS</u>	<u>MS or APC</u>	<u>MS or APC +30</u>	<u>MS or APC +60</u>	<u>DR</u>
1	33,364	34,975	36,809	38,032	39,009
2	33,710	35,562	37,413	38,649	39,637
3	34,103	36,048	37,966	39,120	40,085
4	34,915	37,215	39,319	40,444	41,388
5	35,696	38,468	40,624	41,778	42,701
6	36,872	39,992	42,289	43,443	44,366
7	38,053	41,516	43,954	45,108	46,031
8	39,240	43,039	45,619	46,773	47,696
9	40,426	44,563	47,284	48,438	49,361
10	41,565	46,086	48,965	50,109	51,042
11		47,620	50,646	51,790	52,723
12		49,158	52,353	53,471	54,404
13		50,696	54,113	55,153	56,085
14		52,235	55,689	56,834	57,766
16		54,168	57,738	58,891	59,815
19		56,154	59,866	61,019	61,943
22		58,141	61,994	63,148	64,071
25		60,128	64,123	65,276	66,199
28		62,115	66,251	67,404	68,328

APPENDIX B

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2003 – 8/31/2004

Medical Insurance	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 4,335.48	\$ 433.60	\$21.68
Parent/Child	8,590.80	859.00	42.95
Husband/Wife	10,347.36	1,034.80	51.74
Family	11,666.28	1,166.60	58.33
Kaiser Permanente HMO (Maryland Only)			
Individual	\$3,143.16	\$314.20	\$15.71
Parent/Child(ren)	5,972.16	597.20	29.86
Husband/Wife	7,386.60	738.60	36.93
Family	9,429.60	942.80	47.14
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$3,590.52	\$359.00	\$17.95
Parent/Child	7,001.40	700.00	35.00
Husband/Wife	7,899.00	789.80	39.49
Family	11,309.88	1,130.80	56.54
Dental Insurance			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$243.60	\$85.20	\$4.26
Parent/Child or Husband/Wife	527.76	184.60	9.23
Family	800.28	280.00	14.00
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$277.80	\$119.40	\$5.97
Parent/Child or Husband/Wife	582.48	239.20	11.96
Family	978.36	458.00	22.90
CIGNA Dental DHMO			
Individual	\$304.08	\$145.60	\$7.28
Parent/Child or Husband/Wife	582.84	239.60	11.98
Family	876.24	355.80	17.79
Vision Insurance Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$31.20	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	100.68	69.60	3.48

**All employee benefits deductions are taken from 20 pay periods between September and June.*

APPENDIX C

**APPENDIX D - EXTRA COMPENSATION
2003-04**

INTERSCHOLASTICS -- Varsity Head Coach*

\$1,592	\$2,387	\$2,727
Allied Sports (per season)	Field Hockey	Volleyball
Cheerleading (Spring)	Soccer	
Middle School Coaches	Cheerleading (Winter)	\$2,955
	Baseball	Indoor Track
	Lacrosse	
\$1,932	Softball	\$3,637
Badminton	Tennis	Basketball
Cheerleading (Fall)	Track & Field	Wrestling
Cross Country	Certified Athletic	
Golf	Trainer (per season)	\$4,091
	Athletic Directors	Football
	(per season)	

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

ACTIVITIES

\$796	\$1,592	\$1,932
Band**	AV Coordinator	Band**
Chess	Band**	Forensics**
Class Advisor -- Freshman	Class Advisor -- Junior	Newspaper**
Class Advisor -- Sophomore	Class Advisor -- Senior	Student Council --
Destination Imagination **	DECA	High School
Drama -- Middle School	Destination Imagination**	
Future Teachers of Maryland	Drama -- High School	\$2,387
Honor Society	Drama -- Technical Theatre	Band**
HOSA	FBLA	FFA
It's Academic	Forensics**	Forensics**
Key Club, Rotoract, etc.	Intramurals	Newspaper**
Literary Magazine	Newspaper**	
MESA	Odyssey of the Mind**	
Mock Trial	SOEP	
NAHS	VICA	
NVHS	Vocal Music	
Odyssey of the Mind**	Yearbook	
Quiz Bowl	Student Service Learning**	
SADD		
School Store		
Student Council -- Middle School		
Student Service Learning**		

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

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Donald L. Arnold, President

Dr. Joe A. Hairston, Superintendent

TEACHERS' ASSOCIATION OF BALTIMORE COUNTY:

Mark Beytin, President

Mary Franz, Chair Negotiations Team

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Mary Franz, Chair Negotiations Team

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 23, 2003
TO: BOARD OF EDUCATION
FROM: Joe A. Hairston, Superintendent
SUBJECT: Recommendations for Award of Contracts
ORIGINATOR: J. Robert Haines, Deputy Superintendent, Business Services
RESOURCE PERSON(S): Patrick Fannon, Controller; Rick Gay, Purchasing Manager

RECOMMENDATION

That the Board of Education approves the following contract recommendations.

See the attached list of contract recommendations presented for consideration by the Board of Education of Baltimore County.

RLG/caj

Appendix I – Recommendations for Award of Contracts – Board Exhibit

**Recommendations for Award of Contracts
Board Exhibit – September 23, 2003**

The following contract recommendations are presented for consideration by the Board of Education of Baltimore County.

1. **Contract:** Assistive Technology Equipment
 Contract #: PCR-234-04

Term: One-time purchase **Extensions:** N/A **Contract Ending Date:** N/A
Estimated total award value: \$38,075

Bid issued: N/A
Pre-bid meeting date: N/A
Due Date: N/A
No. of vendors issued to: N/A
No. of bids received: N/A
No. of no-bids received: N/A

Description:

The Maryland Assistive Technology Cooperative was formed by the Maryland Technology Assistance Program (MDTAP) as a 501c3 non-profit organization to remove barriers to the provision of assistive technology devices and services in Maryland's schools. With financial support from the Maryland State Department of Education, Division of Special Education, the co-op established a cooperative buying service that, through competitive solicitations, acquires significant discounts on assistive technology devices and software for member school systems, private schools, and organizations.

The products being purchased represent augmentative communication devices that provide children who are unable to communicate verbally with a means of functional communication. The array of devices will serve the communication needs of students from pre-school through age 21.

Recommendation:

Award of contract is recommended to:

AT LAST, Inc., Maryland Assistive Technology Cooperative, Savage, MD

Responsible school or office: Assistive Technology

Contact Person: Marsye Kaplan

Funding Source: Operating budget of the Office of Special Education

2. Contract: Contracted Services for *On-Call* Inspection and Repair of Physical Education Facilities and Equipment
Bid #: RHA-310-04

Term: 5 years **Extensions:** 0 **Contract Ending Date:** 4/28/08 (tentative)
Estimated annual award Value: \$20,000
Estimated total award value: \$100,000

Bid issued: July 17, 2003
Pre-bid meeting date: none held
Due Date: July 31, 2003
No. of vendors issued to: 5
No. of bids received: 2
No. of no-bids received: 0

Description:

The Office of Physical Education intends to have pre-qualified contractors with the appropriate insurance, training, and certification to provide approved personnel who are properly trained and experienced to provide inspection services and repair services *as needed* for stationary and non-stationary physical education equipment. This work will be done on either a *time-and-material* or a *not-to-exceed* quote basis. The inspectors shall be experienced and trained in physical education equipment inspections, and shall be required to certify that the equipment inspected is in proper working condition and that the equipment is safe for normal use within the school curriculum. Another component of this solicitation is to provide skilled, trained personnel to execute repairs at the various sites on a *time-and-material* basis for any equipment.

The contract is an indefinite-quantity contract, as the services intended for purchase are based upon future needs of the system and are pending allocation of funds. Specifications were developed in conjunction with the Office of Physical Education staff.

Recommendation:

Award of contract is recommended to the following vendors based upon their regular hourly rate, for each worker on site, working for both inspection and repair.

Primary	Most, Inc., Baltimore, MD 21206
Secondary	All Gyms, Inc., Riva, MD 21140

Responsible school or office: Office of Physical Education

Contact Person: Sarajane Quinn

Funding Source: Operating budget of the Office of Health, Physical Education and Dance

3. Contract: Contracted Services: Maryland Online Technology Assessment
for Teachers
Bid #: JCO-406-04

Term: 2 years **Extensions:** 0 **Contract Ending Date:** 08/31/05 (tentative)
Estimated annual award value: \$62,725
Estimated total award value: \$125,450

Bid issued: July 10, 2003
Pre-bid meeting date: July 24, 2003
Bid due date: August 7, 2003
No. of vendors issued to: 67
No. of bids received: 3
No. of no-bids received: 0
No. of non-responsive: 0

Description:

A request for proposal was issued by BCPS as the lead agency for the *Maryland Online Technology Assessment for Teachers and Administrators Consortium* for the purpose of seeking a provider to develop selected response items to be used in an online technology assessment for teachers. The assessment will measure the technology competencies of teachers based on the Maryland Teacher Technology Standards (MTTS). This is a three-year project that began with the planning stage in the 2002-2003 school year.

BCPS, the lead local school system, and 13 other local school systems are participating in this collaborative effort with funding provided through an *Enhancing Education Through Technology* partnership grant.

The selected response items will be delivered online and scored electronically. Selected response items will measure a teacher's proficiency on the MTTS. The items will be piloted during the 2003-2004 school year in 14 Maryland school districts that are members of the Consortium. During the second year of the grant implementation (2003-2004), it is also planned, dependent upon funding, to make revisions to the teacher assessment tool and to develop selected response items for an online assessment of technology skills of school administrators. The consortium will recommend the teacher tool for statewide implementation and revise the online administrator tool in year three (2004-2005) of the proposed grant implementation.

The objective of the specifications was for bidders to submit a technical and cost proposal based on the criteria provided by the members of the *Maryland Online Technology Assessment for Teachers and Administrators Consortium*. The bidders were required to provide an hourly rate and an estimated number of hours needed to complete the task.

The award of contract is not based on the lowest price, but on the best overall technical proposal meeting all criteria. Representatives of BCPS and the consortium served as the evaluation team in reviewing the responses of the bidders.

Recommendations:

Award of contract is recommended to:

Caliber Associates, Fairfax, VA

Responsible school or office:

Instructional Technology

Contact Person:

Thea Jones

Funding Source:

Enhancing Through Technology
Partnership Grant (Title 2D: Federal
Funding through the MSDE)

4. **Contract:** Office Supplies
Contract #: RGA-106-04 (Maryland State Contract #001T814282)

Term: 3 years **Extension:** 12 months **Contract Ending Date:** 4/30/07 (tentative)
Estimated annual award value: \$25,000
Estimated total award value: \$100,000

Description:

BCPS requires approval to use the Maryland State Office Supply Contract in conjunction with our current online catalogs. Under Section 5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland which allows for our participation in contracts for goods and commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency follows the public bidding procedures. The specifications require the bidder(s) to offer a guaranteed discount rate of 59 percent for all office supplies within a published industry catalog for orders processed on an as-needed basis. Deliveries must be completed within seven working days from receipt of order. The deliveries must be made to the individual schools or offices. The vendor has also agreed to offer online ordering through the BCPS Intranet, allowing schools and offices to purchase electronically. We also use Office Depot through our U.S. Communities Consortium contract which has a 63 percent discount, and Corporate Express which has a 61 percent discount. The recommended vendor is woman-owned and certified by the state of Maryland as a Minority Business Enterprise.

Recommendation:

Award of contract is recommended to the following firm:

Rudolph's Office & Computer Supply, Inc., Baltimore, MD

Responsible school or office: Office of Purchasing

Contact Person: June Coleman

Funding Source: Operating budgets of various schools and offices

5. **Contract:** Telephone Repair and Maintenance
Bid #: PCR-233-04

Term: 2 years **Extensions:** 3/1-year **Contract Ending Date:** September 2008 (tentative)
Estimated annual award Value: \$50,000
Estimated total award value: \$250,000

Bid issued: July 31, 2003
Pre-bid meeting date: August 14, 2003
Due Date: August 27, 2003
No. of vendors issued to: 12
No. of bids received: 3
No. of no-bids received: 1

Description:

The bid establishes labor rates for repair, maintenance, modification, wiring, and installation of new or replacement telephone equipment.

Recommendation:

Award of contract is recommended to:

Primary	Cabling Concepts, LLC, Millersville, MD
Secondary	Allen's Telephone Service, Inc., Baltimore, MD
Secondary	Tri-Link, Inc., Parkville, MD

Responsible school or office: Department of Technology

Contact Person: Judson Porter

Funding Source: Operating budget of the Department of Technology

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 23, 2003

TO: **BOARD OF EDUCATION**

FROM: Dr. J. Hairston, Superintendent

SUBJECT: **Fee Acceptance – Design Services for Science Room Renovations at Randallstown High School**

ORIGINATOR: J. Robert Haines, Deputy Superintendent of Business Services

RESOURCE PERSON(S): Donald F. Krempel, Ph. D., Executive Director
Department of Physical Facilities
Richard H. Cassell, P.E., Administrator
Office of Engineering and Construction
Leonard W. Collevocchio, P.E., Project Manager
Office of Engineering and Construction

RECOMMENDATION

That the Board of Education approves a negotiated fee.

Fee Acceptance - Design Services for Science Room Renovations at Randallstown High School.

**Recommendation of Fee Acceptance for Design Services
for Science Rooms Renovations at Randallstown High School
September 23, 2003**

On June 10, 2003, the Board of Education granted the Department of Physical Facilities approval to enter into negotiations with Grieves, Worrall, Wright & O'Hatnick, Inc. to provide design services associated with the renovation of science rooms at Randallstown High School. These design services are for the complete renovations of nine (9) science classrooms, two (2) preparation rooms, and a chemical storage room.

The Department of Physical Facilities has negotiated a fee to investigate the existing conditions; prepare schematic designs, design development documents, and construction documents; provide bidding phase services and construction administration services; and submit all necessary documentation for State review and approval. At this time, the Department of Physical Facilities requests approval to issue a contract in the negotiated amount of \$234,830.63 with Grieves, Worrall, Wright & O'Hatnick, Inc. to provide design services associated with the renovation of science rooms at Randallstown High School.

Funding for these services is available in the Capital Budget Project #666 – Alterations/Code Updates/Restorations.

APPROVED:



Donald F. Krempe, Ph.D.
Executive Director

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 23, 2003
TO: **BOARD OF EDUCATION**
FROM: Dr. J. Hairston, Superintendent
SUBJECT: **Fee Acceptance – Design Services and Construction Administration for Window Replacement Project at Riverview Elementary School**

ORIGINATOR: J. Robert Haines, Deputy Superintendent of Business Services

RESOURCE

PERSON(S): Donald F. Krempel, Ph.D., Executive Director,
Department of Physical Facilities
Richard H. Cassell, P.E., Administrator
Office of Engineering and Construction
E. Phillip Schied, P.E., Program Manager
Office of Engineering and Construction

RECOMMENDATION

That the Board of Education approves a negotiated fee.

Fee Acceptance - Design Services and Construction Administration for Window Replacement Project at Riverview Elementary School.

Appendix I

**Request for Fee Acceptance
Design Services and Construction Administration for Window Replacement Project
at Riverview Elementary School
September 23, 2003**

The State approved scope-of-work for the Major Maintenance Renovation Project at Riverview Elementary School includes funding for replacing the existing windows. In order to complete this project, the Department of Physical Facilities will utilize the services of a consultant to prepare the necessary construction documents to replace the existing windows at this site. On January 28, 2003, the Board approved the selection of Murphy & Dittenhafer Architects, Inc. as an on-call architectural consultant. The Department of Physical Facilities has negotiated a fee of \$51,764.00 for the consultant to perform the design, prepare the construction documents, assist in the bidding phase, and provide construction administration services for this window replacement project.

At this time, the Department of Physical Facilities requests approval to issue a contract in the negotiated amount of \$51,764.00 with Murphy & Dittenhafer Architects, Inc. Funding for these services is available in Capital Budget Project #665 – Major Maintenance.

APPROVED:


Donald F. Kremmel, Ph.D.
Executive Director

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 23, 2003
TO: **BOARD OF EDUCATION**
FROM: Dr. J. Hairston, Superintendent
SUBJECT: **Request for Change Order – Design and Construction Administration Services at Woodholme Elementary School**

ORIGINATOR: J. Robert Haines, Deputy Superintendent of Business Services

RESOURCE

PERSON(S): Donald F. Krempel, Ph.D., Executive Director
Department of Physical Facilities
Richard Cassell, P.E., Administrator
Office of Engineering and Construction
J. Kurt Buckler, P.E., Head of Engineering
Office of Engineering and Construction

RECOMMENDATION

That the Board of Education approves a change order.

Request for Change Order – Design and Construction Administration Services at Woodholme Elementary School.

Appendix I

Recommendation of Approval of a Change Order Design and Construction Administration Services for Woodholme Elementary School September 23, 2003

On June 10, 2003, the Board of Education approved a fee acceptance with Grimm and Parker Architects, Inc. for the design services associated with the construction of Woodholme Elementary School. The original concept for this school was to provide storm water management with an aboveground pond. Because of wetland areas on-site and previously developed site improvements, the decision has been made to address storm water management utilizing three underground storage areas. In order to prepare the necessary design for these underground areas, a more precise site survey is needed to locate the soil test borings. In order to perform this precision survey, the design consultant has requested a change order in the not-to-exceed amount of \$2,000.00.

This change order has been reviewed by our in-house engineering staff and found reasonable. At this time, the Department of Physical Facilities requests approval of a change order in the not-to-exceed amount of \$2,000.00 with Grimm and Parker Architects, Inc. for additional survey work associated with the design of underground storm water management ponds at Woodholme Elementary School.

Funding for these additional services is available from Capital Budget Project #111 – Woodholme Elementary School.

APPROVED:



Donald F. Krempe, Ph.D.
Executive Director

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 23, 2003
TO: **BOARD OF EDUCATION**
FROM: Dr. J. Hairston, Superintendent
SUBJECT: **Request for Increase in Contingency Authorization – Boiler Replacement at Southwest Academy**

ORIGINATOR: **J. Robert Haines, Deputy Superintendent of Business Services**

RESOURCE

PERSON(S): Donald F. Krempel, Ph.D., Executive Director
Department of Physical Facilities
Richard Cassell, P.E., Administrator
Office of Engineering and Construction
Sammie Clark, Senior Mechanical Designer
Office of Engineering and Construction

RECOMMENDATION

That the Board of Education approves an increase to the contingency allocation.

Request for Increase in Contingency Authorization - Boiler Replacement at Southwest Academy.

Appendix I – Request for Increase in Contingency Authorization

Appendix I

Request for Approval of a Change Order Boiler Replacement at Southwest Academy September 23, 2003

On May 13, 2003, the Board of Education approved an award of contract with Denver-Elek, Inc. to replace the boilers at Southwest Academy. Due to an environmental incident during the course of construction, Baltimore County Public Schools accrued unforeseen costs in the amount of \$14,000.00. The costs associated with the additional work will be charged against the appropriate parties.

In order to maintain the necessary contingency allocation while these funds are recovered, the Department of Physical Facilities requests approval to increase the project contingency in the amount of \$14,000.00 to cover the costs associated with this work. The new contingency authorizations for this project, provided this requested increase is approved, will equal \$35,200.00 or approximately 16.6% of the total contract award of \$212,000.00.

Funding for this increase contingency allocation is available through Capital Budget Project #665 – Major Maintenance

APPROVED:



Donald F. Kremmel, Ph.D.
Executive Director

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 23, 2003

TO: BOARD OF EDUCATION

FROM: Dr. Joe A. Hairston, Superintendent

SUBJECT: Board Policy Revisions – Policy and Rule 4157 – Vacations
Rule 4141 – Salary Regulations

ORIGINATOR: J. Robert Haines, Deputy Superintendent, Business Services

**RESOURCE
PERSON(S):** Randy Grimsley, Executive Director, Human Resources
Barbara Burnopp, Executive Director, Fiscal Services

RECOMMENDATION

Approval of Board Policy 4157 – PROFESSIONAL: Absences, Leaves, Vacations, and Holidays – Vacations, was updated as part of the initiative of the Division of Business Services to update outdated Board Policies. The policy was adopted in 1974 and was revised in 1993. Changes were reviewed by the Board Policy Review Committee on June 26, 2003, and have been made to reflect current language and practices. Both Rules 4157 and 4141 (Salary Regulations) have also been revised to reflect current practice, and approved by the Superintendent. A summary of all of the changes is in Attachment I.

Attachment I: Policy and Rule 4157 and Rule 4141 – Summary of Changes
Attachment II: Policy 4157 – Vacations
Attachment III: Rule 4157 – Vacations (Exhibit R)

Policy and Superintendent’s Rule 4157

CURRENT	PROPOSED
<ul style="list-style-type: none"> ○ Newly appointed 12 month employee receives ‘vacation credit’ from previous September to time of appointment: 16 2/3 days. If employee does NOT work following the close of school in June, the 16 2/3 days are reduced by the number of days NOT worked. 	<ul style="list-style-type: none"> ○ Newly appointed 12 month employee receives 5 days of vacation if the appointment is from September 1 to the close of school or from August 1 to September 1. If the appointment is from the close of school to July 31, he receives 10 days of vacation.

Superintendent’s Rule 4141

CURRENT	PROPOSED
<ul style="list-style-type: none"> ○ Experience credit up to a maximum of 12 years. ○ Critical shortage areas – up to a maximum of 17 years. ○ Rule does not address Juris Doctorate. ○ July 1 appointment to 12-month position: no pay for work performed following close of school but allowed to keep ‘vacation credit’ from Rule 4157. 	<ul style="list-style-type: none"> ○ Experience credit increased up to a maximum of 13 years. ○ Critical shortage areas – up to a maximum of 18 years. Title I schools included in critical shortage category. ○ Juris Doctorate language added: 60 credit program placed on Master’s +30 scale; 90 credit program placed on Master’s +60 scale. ○ Paid for work performed following close of school to July 1, date of appointment.

PERSONNEL: [Professional] TWELVE-MONTH EXEMPT EMPLOYEES

Absences, Leaves, Vacations, and Holidays: Vacations

[All Board of Education employees who are employed on a twelve-month basis and paid on the twelve-month professional salary schedule,] ALL TWELVE-MONTH EXEMPT EMPLOYEES shall be entitled to ACCRUE twenty (20) duty days [for] OF vacation EACH FISCAL YEAR. VACATION ACCRUALS WILL BE PRO-RATED BASED UPON THE EMPLOYEE'S FULL TIME EQUIVALENCY AND DATE OF APPOINTMENT TO THE TWELVE-MONTH EXEMPT POSITION. [The leave accounting year will be used for the purpose of calculating vacation credit.]

Exhibit R

PERSONNEL: [Professional] TWELVE-MONTH EXEMPT EMPLOYEES

Absences, Leaves, Vacations, and Holidays: Vacations

1. In determining vacation schedules, every effort shall be made to comply with the [wishes of the employee] EMPLOYEE'S REQUEST; HOWEVER, WHEN THERE IS A CONFLICT BETWEEN EMPLOYEE WORK SCHEDULES AND AN INDIVIDUAL EMPLOYEE'S REQUEST, WORK SCHEDULES WILL TAKE PRECEDENCE. [It must be recognized, however, that work schedules must be met, and when there is a conflict between work schedule and desired vacation schedule, the former will be dominant.] Vacation REQUESTS must be [requested] SUBMITTED in advance [and approved] FOR APPROVAL by the appropriate administrator.
2. [Vacation days normally shall be utilized by September 1, following the close of the leave accounting year in which they are earned.

Exceptions:

- a. Convenience of the Employee – With approval of the appropriate division head or assistant superintendent, an employee may accumulate a maximum of ten (10) of his/her twenty (20) vacation days to be added to that vacation earned in subsequent years in order to take a vacation of more than twenty (20) days in one (1) leave accounting year.
 - b. Convenience of the Employer – When the professional responsibilities of an employee make it impractical for him/her to use all his/her vacation time prior to September 1, following the end of the leave accounting year in which it was earned, permission may be granted to use the time after said date, with the approval of the division head or assistant superintendent.]
- [3.] 2. A vacation in excess of twenty (20) days in one (1) [leave accounting] FISCAL year requires the [accumulation of the additional days, plus] approval of the EMPLOYEE'S division head [or assistant superintendent]. Normally, an extended vacation shall be limited to thirty (30) days. Under unusual circumstances, the Superintendent of Schools may grant permission for a vacation in excess of thirty (30) days, to a maximum of [forty (40)] FORTY-FIVE (45) days, in order to make it possible for [an] THE employee to pursue a special project or to take a trip of such duration.

- [4. Necessary time shall be granted to professional employees who attend summer school to renew their certificates, and that time will not be charged against the individual's vacation period. If the professional employee wishes to attend summer school for reasons other than certificate renewal, he/she must receive approval of the Superintendent of Schools and his/her vacation period will be reduced to ten (10) days.]
- [5.] 3. At the time of [termination] SEPARATION, an employee shall be paid for [the vacation time earned during the current leave accounting year, plus] ALL [approved] accumulated vacation time.
- [6.] 4. An employee who becomes seriously ill while on vacation may have his/her vacation extended or take vacation at a later date. A serious illness is one that requires hospitalization or is of a prolonged nature. This illness must be confirmed by the attending physician. **THE CONFIRMED ABSENCE WILL BE CHARGED TO THE EMPLOYEE'S ACCUMULATED SICK LEAVE.**
- [7.] 5. An employee who, while on vacation, has a death in the immediate family, or of a close relative, may have his/her vacation extended or take vacation at a later date. **THE CONFIRMED ABSENCE, UP TO THE PRESCRIBED LIMITS, WILL BE CHARGED TO THE EMPLOYEE'S BEREAVEMENT LEAVE.**
- [8.] 6. Any situations not covered by this vacation policy will be given consideration on an individual basis by the Superintendent of Schools.
- [9.] 7. Twelve-month employees new to the system shall receive only those vacation days accrued.
- [10.] 8. A ten-month employee who is [transferred] APPOINTED to a twelve-month position FROM [sometime during the period of] September 1 to the close[ing] of school OR FROM AUGUST 1 TO SEPTEMBER 1 shall [receive credit for vacation accrual for the months of September to his/her date of appointment to the twelve-month position. Vacation credit will be granted for each biweekly pay period in which he/she qualified. Vacation days shall be accrued at the prescribed rate beginning at the time of the transfer to the twelve-month position.] **ACCRUE VACATION AT THE PRESCRIBED RATE BEGINNING AT THE TIME OF THE APPOINTMENT TO THE TWELVE-MONTH POSITION. AT THE TIME OF THE EMPLOYEE'S APPOINTMENT TO THE TWELVE-MONTH POSITION, THE EMPLOYEE WILL BE PROVIDED FIVE (5) DAYS OF VACATION.**
- [11.] 9. A ten-month employee who is [transferred] APPOINTED to a twelve-month position [sometime during the period] from the close[ing] of school to July 31 shall

[receive credit for vacation accrued for the months September through June. Vacation credit will be granted for each biweekly pay period in which he/she qualified. The difference in duty days in June for a twelve-month employee and the transferred ten-month employee shall be deducted as used vacation. Vacation days shall be accrued at the prescribed rate beginning at the time of the transfer to the twelve-month position.] ACCRUE VACATION AT THE PRESCRIBED RATE BEGINNING AT THE TIME OF THE APPOINTMENT TO THE TWELVE-MONTH POSITION. AT THE TIME OF THE EMPLOYEE'S APPOINTMENT TO THE TWELVE-MONTH POSITION, THE EMPLOYEE WILL BE PROVIDED TEN (10) DAYS OF VACATION.

[12. A ten-month employee receives no vacation days for the previous year if the transfer is effective in August. Vacation days shall be accrued at the prescribed rate beginning at the time of transfer to the twelve-month position.]

Rule

Approved: 6/13/74

Revised: 3/25/93

Revised: _____

Superintendent of Schools