

MASTER AGREEMENT

between the

**Board of Education of
Baltimore County**

and the

**Council of
Administrative and Supervisory
Employees
(CASE)**

July 1, 2020 – June 30, 2023

Updated July 1, 2022

Contents

Definitions.....	4
Article I.....	5
Recognition.....	5
Article II.....	5
Council Rights and Responsibilities.....	5
Article III.....	7
Board Rights.....	7
Article IV.....	7
Professional Rights and Privileges.....	7
Article V.....	8
Negotiation Procedure.....	8
Article VI.....	10
Promotion and Assignment.....	10
Article VII.....	11
Evaluation.....	11
Article VIII.....	12
Member Protection.....	12
Article IX.....	13
Absences and Leaves.....	13
Article X.....	20
Grievance Procedure.....	20
Article XI.....	21
Reimbursements.....	21
Article XII.....	22
Benefits.....	22
Article XIII.....	25
Working Conditions.....	25
Article XIV.....	25
Compensation.....	26
ARTICLE XV.....	27
Effect of Agreement.....	27
ARTICLE XVI.....	27
Duration of the Agreement.....	27

Appendix	Page
A-1: Salary Scales Effective July 1, 2022 – December 31, 2022	29-32
A-2: Salary Scales Effective January 1, 2023, Retroactive to July 1, 2022	33-36
B: Medical, Dental, and, Vision Deductions, Full-Time Employees	37
C: Grievance Report Form	38
D: Retirement Health Plan Allowances for BCPS Employees Hired on or after January 1, 2011	39
E: CASE Represented Classes	40
Index	41-42

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 employees.

Close Relative – Grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, uncle by blood or marriage, aunt by blood or marriage, nephew or niece by blood or marriage, or first cousin. **By blood or marriage** refers to the employee's relative by blood or marriage. For example, an aunt by blood is the sister of the employee's parent; an aunt by marriage is the spouse of the employee's uncle by blood.

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, Department of Staff Relations and Employee Performance Management. For the purposes of bereavement leave, brother-in-law and sister-in-law are classified as immediate family.

Member – A certificated 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 other positions that are part of the exempt administrative, executive, and professional employee salary scales.

Article I Recognition

This Master Agreement is made and entered into by and between the Board of Education of Baltimore County Public Schools (Board) and the Council of Administrative and Supervisory Employees (CASE).

Both CASE and the Board enter into this agreement committed to forging a collaborative partnership based on mutual professional respect, open communication, and commitment to the continuous improvement in the performance of school system staff and the achievement of educational excellence for all students

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

This agreement has as its purpose the promotion of harmonious relations between the Board and the council, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay and conditions of employment.

CASE believes in and supports the goals and objectives of the Board and believes that a high-quality education is the right of every child. With this agreement, CASE and the Board dedicate themselves to a shared commitment and responsibility for achieving the goals and priorities of the Baltimore County Public Schools.

Article II Council Rights and Responsibilities

2.1 Employees may join the Council at any time by completing a membership application. The Board agrees to collect CASE dues from employees who complete a membership application and designate the payroll deduction option. The Council will provide the Office of Payroll with the names and employee identification numbers of employees who request dues deductions. Dues deduction will begin when the Council notifies the Office of Payroll in writing of new Council members. The Council will determine the dues amount on an annual basis and inform the Office of Payroll of the rate(s) and the effective date. Dues deduction remains in effect until revoked by the employee.

The employee may withdraw from Council membership by notifying the Council in writing between July 1 and July 20. The letter must be post marked no later than July 20 to be considered valid. The Council will send a membership withdrawal list, for those seeking to withdraw whose dues had been payroll deducted, to the Office of Payroll as soon as possible after withdrawals are received, but no later than July 31. The Office of Payroll will deduct the unpaid balance of dues from the final pay of members who separate from service or the balance of one-half year dues if the employee separates prior to January 1 (for 12 month employee) or February 1 (for 10 month employee). No unpaid balance will be deducted from the employee's final pay if the separation is due to death, retirement, or an unpaid leave of absence.

2.2 The Board will provide CASE with copies of all communications concerning salaries, wages, benefits, hours and other working conditions of CASE eligible employees. Similarly, decisions made by the Board and/or superintendent or his/her designee affecting groups of CASE eligible employees 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.

2.2.1 The school system will provide the CASE office with standard official system-wide electronic communications, emergency notices and press releases at the time of system-wide dissemination.

- 2.3** The Board recognizes the importance of the viewpoints of CASE in arriving at educational decisions. In order to present a proposal to the Board, the Council shall, upon request to the superintendent, be included on the agenda of the next Board meeting. An official representative of the Council may be recognized during Board meetings to offer comments germane to matters under consideration which would affect CASE members.
- 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 September 30, the Board will provide CASE with the names and assignments of all CASE eligible employees and, upon its publication, with five copies of the Directory of School and Office Personnel which it produces. The Board will provide CASE with the names and assignments of newly appointed or promoted administrators, supervisors, and other personnel represented by the Council 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 and may offer comments at the time designated for stakeholder comments during the meeting. The Board agenda and exhibits and the approved minutes of each meeting of the board shall be available on the BCPS website.
- 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 absence unreasonably interferes with their duties.
- 2.10** The Superintendent and his/her designated representatives will meet quarterly with the designated representatives of the CASE Board of Directors. 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, and instructional policy. When deemed appropriate by the Superintendent a representative of CASE shall be appointed to serve on the committee.
- 2.14** A representative of CASE will be part of any committee established by the superintendent, or his/her designee, designed to change or revise the evaluation systems of unit eligible administrative and supervisory employees.

- 2.15** 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.
- 2.16** The Board will provide the Council with a monthly report of available information on all unit eligible employees. The report shall include the employee's name; date of hire; position classification; home and work addresses where the employee receives interoffice or U.S. mail; home and worksite telephone numbers; personal cell phone number; and work e-mail addresses.

Article III Board Rights

3. Member's Protection

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 or any Board representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union, or because of participation in the grievance procedure provided in this Agreement.

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.

Article IV Professional Rights and Privileges

- 4.1** In matters related to this Master Agreement, CASE represents all eligible employees.
- 4.2** In matters related to this Master Agreement, there will be no discrimination by the Board 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 or are in violation of Board ethics policies.

- 4.5 The Board will respect the rights of CASE members by keeping personal information private as determined by Maryland Law.
- 4.6 Upon request, each employee shall have the right to review, at a time mutually convenient for the employee and the appropriate administrator, the contents of his/her file in the central office, with the exception of 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 administrator responsible for the safekeeping of such files.
- 4.6.1 All items entered in the personnel file of a CASE member will be open to that member by appointment and available to no one else, except his/her superiors, others with a business need-to-know, and those responsible for keeping the files, without the member's written permission.
- 4.6.2 Material of a 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 superintendent of schools or his/her designee.
- 4.6.3 Employee files maintained other than in the central file shall be available for review.
- 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 or other school system facilities.
- 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 and such employment is not in violation of board ethics policies.

Article V

Negotiation Procedure

Designation of Negotiators

- 5.1 Prior to September 1 of each year, the Board and the Council 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 Council shall retain the right to replace the chairman or members of their teams at their individual discretion.

Proposals

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

Time Limit – Impasse

- 5.3 Negotiation on all items submitted must be completed by November 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 from a third panel member 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 Council.
- 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 November 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 Council 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 (1) 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 schedule a meeting as soon as possible after the action of the fiscal authorities, but no later than ten (10) calendar days after the County Council adopts the operating budget and they agree to make every effort 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 Council. This Agreement will be made available to CASE in an electronic format.

Non-arbitrable

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

Article VI Promotion and Assignment

6.1 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.

6.1.1 Promotional Consideration Practices for Non-School Based Administrative Positions

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.

6.1.2 Promotional Consideration Practices for School Based Administrative Positions

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.

6.2 The Superintendent, or his/her designee, will confer with affected school principals or department and office heads during the promotion, transfer, and/or appointment process.

6.3 Reassignment

Reassignment may be made by the Superintendent as the needs of the school system require. Reassignment will be made only after the Superintendent, or his/her designee, has conferred with the unit eligible employee.

- 6.3.1** When a unit eligible employee is reassigned after the beginning of a fiscal year to a position that results in a reduction of salary, the unit member's base salary (in accordance with the salary scale for ten (10) and twelve (12) month administrative, executive and professional employees) shall not be reduced for the remainder of that fiscal year.

Article VII Evaluation

- 7.1** School-based and non-school-based certified CASE members will receive yearly evaluations on work performance.
- 7.2** The standard evaluation form for principals and assistant principals will provide an overall rating of "highly effective," "effective," "developing," or "ineffective."
- 7.3** The standard evaluation form for non-school based certified CASE members will provide an overall rating of "satisfactory" or "unsatisfactory."
- 7.4** If an area of an evaluation has been rated "ineffective," "developing," or "needs improvement," comments related to these area(s) shall be included in or attached to the evaluation by the evaluator.
- 7.5** No member shall receive an overall rating of "ineffective" or "unsatisfactory" without having been given a written plan of assistance with suggestions for improvement, advanced warning of an ineffective or unsatisfactory rating, and having both the opportunity and sufficient time to address the areas of weakness. In any year in which an employee is not evaluated, it shall be assumed that the employee's performance is effective or satisfactory, or their previously assigned rating, whichever is higher.
- 7.6** Members shall be given the name and specific complaint of any person who complains about a member, within a reasonable period of time, if the complaint is to be given consideration in the member's evaluation or filed in the member's personnel file. The member shall be given the opportunity, in writing, to respond to a complaint. The response will be attached to the filed document and reviewed by the appropriate administrator. All such complaints shall be held confidential.
- 7.7** The member shall be given a copy of the completed written evaluation and will be given three (3) duty days to sign and return the evaluation. The member's signature indicates receipt of the evaluation but not necessarily agreement with the evaluation.
- 7.8** A member may attach a written response to the evaluation.
- 7.9** Matters related to evaluation may be subject to the grievance process only for reasons of arbitrariness or failure to follow procedures.

Article VIII

Member Protection

- 8.1** When a meeting with a CASE member is convened 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 no more than ten (10) business days to arrange for representation.
- 8.2** No employee shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage as defined in this agreement without just cause. When imposing discipline the Board will, in appropriate circumstances, employ progressive discipline which consists of corrective counseling, warning letter, official letter of reprimand, suspension and discharge. The sequential use of these steps will depend upon the nature and the severity of the infraction.
- 8.3** Supervisors/administrators shall document corrective counseling sessions using a conference summary and shall provide the unit member with a copy which shall be signed acknowledging receipt.
- 8.4** If an immediate supervisor/administrator has reason to reprimand a CASE member, it shall not be done in the presence of other non-administrative personnel, students, or the public.
- 8.5** No member shall be disciplined without due process.
- 8.6** The Board shall maintain safe, sanitary, and healthful working conditions.
- 8.7** 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.
- 8.8** 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.

8.9 Procedure in Case of Threat (Assault) and/or Physical Attack (Battery)

Any case of threat (assault) and/or physical attack (battery) upon a staff member while acting within the scope of his/her duties shall be promptly reported to the principal/office head or to the Executive Director of Schools. The scope of the employee's duties, in such cases, shall be defined to include the regular workday and any extra-curricular activity or duty, whether a school system-sponsored or PTA-sponsored event or activity.

Administrators and supervisory personnel shall proceed in accordance with the *Critical Response and School Emergency Safety Management Guide, Workplace Violence: Guidelines for Administrators Dealing with Threat and Physical Attack on a Staff Member*.

The administrator shall share with the employee all information relative to the immediate threat and/or physical attack relating to the persons involved, that is not legally prohibited, and will act in appropriate ways as liaison between the employee(s), the police, and the courts. The administrator, supervisor, Executive Director, or a member of the Superintendent's staff will appear with the employee at any consequent hearing.

Staff members shall report to the appropriate administrator any threats of civil or criminal action against them arising out of and in the course of their employment. Council members are also encouraged to contact CASE.

Article IX Absences and Leaves

Adoption Leave

- 9.1** 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 accumulated sick leave.

Bereavement Leave

- 9.2** Up to four (4) consecutive duty days with pay, beginning with the day of death or the first day after death are allowed if the death is in the immediate family. 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, urgent personal business leave may be used.

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.

One or more of the allowed bereavement leave days may be used at a time that is not immediately proximate to the date of death for a burial or a memorial service that occurs at a later date. In such unusual circumstances and with appropriate documentation, flexibility in the use of the days shall be approved by the manager, Department of Staff Relations and Employee Performance Management.

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

Family Illness

- 9.3** 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 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. 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 Department of Human Resources may approve up to a maximum of forty (40) additional days of Family Illness leave per fiscal year if the employee has

sufficient personal sick leave and can provide medical documentation of the family member's illness.

Absence for Maternity

- 9.4** 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

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

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

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

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 or a reserve unit and is ordered to active duty under the authority of the governor or official Department of Defense notification and/or orders, 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 plus 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

9.7 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 Employee Absence and 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

9.8 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

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

An application with supporting documentation must be submitted and Board of Education 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 immediately notify the Department of Human Resources if plans to take the leave change.

Personal Business Leave

- 9.10** Each employee shall be entitled to up to five (5) days per year for personal business leave. Personal business leave must be used only to conduct personal business of a nature that cannot be scheduled on a non-duty day.

Whenever possible, a written statement of intent to be absent shall be submitted to the appropriate supervisor at least twenty-four (24) hours prior to the expected absence. The appropriate supervisor may make exception to the twenty-four hour (24) hour requirement in case of an emergency.

Personal business leave may not be used on consecutive duty days or on the first or last duty day of school except with the approval of the respective executive director. The use of a personal business leave day immediately preceding or following a holiday requires the executive director's authorization.

Absence for personal business leave shall not be charged to sick leave; unused personal business leave shall be accumulated as rolled sick leave. If sufficient time is available in this category of leave, rolled sick leave shall be available during the year for use by the employee for making annual sick leave bank assessment contributions.

Special Religious Observance Leave

- 9.11** Employees 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 employees to be absent from work to fulfill religious obligations. Should religious authorities verify that more than seven (7) days are needed by the employee, the employee shall be granted the additional day(s). This/These 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.

Court-related Leave

- 9.12** Employees 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. An employee receiving compensation for this duty shall receive his/her regular salary, less any compensation for such day.
- A. Unless he/she is a defendant in a criminal court proceeding unrelated to any school activities or if charged with an offense outside the course of employment; or
 - B. Unless he/she is a plaintiff or defendant in a civil case where the allegations are unrelated to any activities related to the course of their employment.

An employee in subsection A and/or B may be paid retroactively for lost time because of the summons provided the verification of the verdict in his/her favor is provided within thirty (30) days of the absence. An employee under subsection A or B who pleads *nolo contendere* or who agrees to accept a finding of Probation Before Judgment (PBJ) shall not be paid.

Unified Sick Leave Bank

9.13 PURPOSE. The Board of Education (BOE) will provide a Unified Sick Leave Bank (USLB) benefit to employees represented by the BOE's bargaining units, and to non-represented administrative assistants and management employees. The purpose of the USLB is to provide a vehicle through which employees may donate their accrued sick leave for other eligible employees to use. This additional paid sick leave may be granted to employees who have exhausted their accumulated sick leave and urgent personal business days.

DEFINITION. The USLB may grant additional paid sick leave to an employee who through catastrophic illness, injury, or quarantine is unable to perform the duties of his/her position. Under a qualifying illness or injury, sick leave from the bank may also be granted for medical, dental, or optical examinations, or treatments that are impossible to schedule on non-duty days. Only the individual employee may use the USLB for his/her personal illness or injury. The USLB may not be used to be absent from work to care for members of the employee's family. Sick leave from the bank may not be granted when the employee has an active Workers' Compensation claim or when the employee is receiving compensation from Workers' Compensation. The USLB may not be used by an employee who is eligible for disability retirement to postpone that retirement. In no case will the granting of leave from the bank cause an employee to receive more than his/her regular annual salary.

ELIGIBILITY. All bargaining unit-represented employees will be automatically enrolled in the USLB once the following eligibility criteria are met:

- **10-MONTH EMPLOYEES.** 10-MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED 20 DAYS OF SICK LEAVE WILL BE AUTOMATICALLY ENROLLED IN THE USLB.
- **12-MONTH EMPLOYEES.** 12-MONTH EMPLOYEES WHO HAVE COMPLETED ONE YEAR OF CONTINUOUS SERVICE AND WHO HAVE ACCUMULATED 24 DAYS OF SICK LEAVE WILL BE AUTOMATICALLY ENROLLED IN THE USLB.

Employees meeting the eligibility requirements will be assessed a contribution when enrolled. The initial assessment and subsequent employee contributions will be based upon the needs of the USLB as determined by its governing committee.

OPT OUT. An employee who is eligible for membership in the USLB may 'opt out' for any reason by notifying the USLB in writing of his/her desire to withdraw from the USLB. Employees who opt out of the USLB will remain eligible for membership and may request to be re-enrolled by making a written request to the USLB. Employees who have opted out and request to be re-enrolled must meet the eligibility requirements. Employees who opt out in the fiscal year the initial assessment is made will have that sick leave time returned to them.

USE OF THE USLB. Employees must use all accumulated sick and urgent personal business leave prior to drawing from the USLB. The life time total that an employee may draw from the USLB is one (1) year. One year is equal to the number of duty days for 10-month employees and is equal to 245 duty days for 12-month employees. The USLB will not be charged for holidays, compensable non-duty week days, or vacation days.

USLB OVERSIGHT COMMITTEE. An USLB Oversight Committee, composed of a representative from each of the participating bargaining units and staff from the Office of Employee Absence and Risk Management, the Office of Payroll, and the Department of Staff Relations and Employee Performance Management will meet at least annually to determine the initial and subsequent employee annual sick leave assessment or contribution rates, to review the USLB's rules and procedures, and to make revisions to these rules and procedures as necessary. The Oversight Committee, in accordance with established USLB rules and procedures, and the Superintendent must approve any changes to the rules and procedures before they are disseminated to employees.

Organization members will obtain the USLB Application form and submit the completed request directly to the Office of Employee Absence and Risk Management. The Office of Employee Absence and Risk Management shall review the application and shall advise the employee and the bargaining unit's designated point of contact of all approval and denial decisions.

APPEALS. Appeals of decisions of the Office of Employee Absence and Risk Management may be made in writing within ten (10) duty days to the Chief Human Resources Officer (CHRO), Division of Human Resources. Pending the outcome of the appeal to the CHRO, the employee will continue to be covered by the sick leave bank.

Personal Injury Leave

9.14 When an employee 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 employee 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 employee's sick leave. If disability persists after the twelve (12) month period, the employee shall be placed on Leave of Absence and disability payment will commence consistent with the amount covered by Workers' Compensation Law. Any employee 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 an employee 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 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' of service.

Vacation

9.15 An employee accrues twenty (20) days of vacation annually. Vacation will be capped at forty-five (45) days. At the end of the fiscal year, accrued vacation in excess of forty-five (45) days shall convert to rolled personal illness leave. Upon separation from service, employees will be paid for all unused vacation based on salary in effect at the time of separation. This vacation payout will be capped at forty-five (45) days. Vacation requests shall be submitted to the appropriate supervisor at least twenty-four (24) hours in advance whenever possible. Requests for vacation will be

approved or denied by the appropriate supervisor in a timely manner. If the request is denied, the supervisor shall provide the employee with a reason for the denial.

In determining vacation schedules, effort shall be made to comply with the employee's request. However, when there is a conflict between an employee's work responsibilities and an individual employee's request, work responsibilities will take precedence.

9.16 Leave for Council Business

Any member elected or duly appointed by the Council may, with proper application and permission from the Department of Staff Relations and Employee Performance Management, be granted release time to conduct Council 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 or employee: A member or employee 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 Council rights, the Council 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 Council 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 Council 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 Council 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.
- 10.4** 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 Council 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.
- 10.5** 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.
- 10.6** 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 an employee 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 employee 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 not assume liability for the value of personal property destroyed, lost, or damaged on school or office property as a result of an accident, vandalism or theft.

Transportation Reimbursement

11.3 Transportation Reimbursement

Reimbursement will be made monthly and no less than quarterly. No reimbursement of less than fifteen dollars (\$15.00) will be paid to an employee for any period of time, except for the final reimbursement of the fiscal year, which may be submitted for less than fifteen dollars (\$15.00). Final reimbursement reports must be submitted by June 30 for ten (10) month employees or within seven (7) days of the close of a fiscal year for all other employees in order to receive reimbursement.

11.4 Tuition Reimbursement

The Board will reimburse employees for tuition and fee charges up to three hundred dollars (\$300) per credit provided that such courses have been approved by the Superintendent or his/her designee. There will be a limitation of nine (9) credits reimbursement per employee per year. In programs requiring more than nine (9) credits per year, the nine (9) credit limitation shall be waived. Employees participating in supervisor approved qualifying professional development and non-college credit producing activities that lead to job related recertification or re-licensure will be reimbursed for registration/enrollment expenses. Reimbursement for those eligible expenses not funded by a department/office will be calculated on a credit equivalent basis as part of the limit for tuition. The employee must complete the appropriate course form which is returned upon completion of the course/activity to the Certification Office, Department of Human Resources for reimbursements.

Article XII Benefits

12.1 Basic Plan Life Insurance

The Board will pay one hundred percent (100%) of the premium for fifteen thousand dollars (\$15,000) life insurance.

For active employees, additional life insurance (optional) can be purchased in multiples of basic annual earnings. Minimum coverage is for 1x's the employee's basic annual earnings and maximum coverage is 10x's the employee's basic annual earnings up to \$1,000,000. Optional life insurance coverage shall be available to employees by payroll deduction.

12.2 Flexible Spending Accounts

An employee may make 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. An employee 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.

12.3 Health Care Options

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

The Board shall provide a prescription drug benefit for Cigna OAP and Cigna OAPIN plan members, as well as a mail order Prescription Drug Program for the purchase of maintenance type prescription drugs, including insulin and related supplies. Generic substitutions will be mandatory.

Option 1 - Employees may choose to enroll in the Cigna Open Access Plus (OAP) plan that allows for in network and out of network coverage. The employee price tag will be 19% of the annual premium through December 31, 2016 according to the schedule in Appendix B, (20% for those hired on or after January 1, 2013); 20% as of January 1, 2017; 20% as of January 1, 2018; 22% as of January 1, 2019; 24% as of January 1, 2020; and 25% as of January 1, 2021. Beginning January 1, 2013 through December 31, 2021, the prescription co-pay structure shall be as follows: Cigna OAP: Retail – up to a 30 day supply - \$10 for generic; \$20 for formulary; \$35 for non-formulary; Mail Order: - 90 day supply of maintenance prescriptions - \$20 for generic; \$40 for formulary; \$70 for non-formulary. Also, the hospital emergency room co-pay will be \$70 per visit and is waived if admitted.

Option 2 - Employees may choose to enroll in the Cigna Open Access Plus In Network (OAPIN) plan that allows for in network coverage only. The employee price tag will be 14% of the annual premium through December 31, 2016 according to the schedule in Appendix B-1, (15% for those hired on or after January 1, 2013); 15% as of January 1, 2017; and 15% as of January 1, 2018 through December 31, 2021. Beginning January 1, 2013 through December 31, 2021, the prescription co-pay structure shall be as follows: Cigna OAPIN: Retail – up to a 30 day supply - \$10 for generic; \$20 for formulary; \$35 for non-formulary; Mail Order: - 90 day supply of maintenance prescriptions - \$20 for generic; \$40 for formulary; \$70 for non-formulary. Also, hospital emergency room co-pay will be \$50 per visit and is waived if admitted.

Option 3 - Employees may choose to enroll in a qualified prepaid health maintenance organization (HMO) plan offered by Kaiser Permanente that provides comprehensive medical care through a network of participating hospitals, physicians and other health care providers. The employee price tag will be 14% through December 31, 2016 according to the schedule in Appendix B-1, (15% for those hired on or after January 1, 2013); 15% as of January 1, 2017; and 15% as of January 1, 2018 through December 31, 2021. A prescription drug benefit is included with the HMO offered. The co-pay structure through December 31, 2021 shall be as follows: up to 60-day supply - \$5 generic; \$5 brand; at participating community pharmacy - \$15 generic; \$15 brand; Mail Order - 90-day supply - \$5 generic; \$5 brand.

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

Options 4A and 4B - These options provide for two (2) Medicare Supplement Plans: 4A – Cigna Medicare Surround; 4B – Kaiser Permanente Medicare Plus. These plan options will only be available to retirees who have attained the age of 65. The Board contribution toward the premium for health insurance for Medicare-eligible retirees will be according to Chart B in Section 17.8. For retirees covered by the Cigna Medicare Surround plan, the mail order prescription drug co-pay for generics will be \$20 beginning January 1, 2013. Other co-pays for retail and mail order purchases will remain as specified in the Retiree Benefits Guide.

Adult Hearing Aids

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

Health Insurance - Family of Deceased Employee

12.5 The Board will pay full premiums for health, dental, and vision 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

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

For pre-65 retirees, Chart A below specifies Board contributions for health plan options 1, 2, and 3 for each calendar year (CY) through December 31, 2021, based on the health plan option selected and the effective date of retirement. The Board contribution in place at the time of retirement will continue at that same level until the retiree reaches the age of 65. Once reaching age 65, Chart B below specifies Board contributions for plan options 4A and 4B.

CHART A

CIGNA OAP (Option 1)

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

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

CHART B (Only for Retirees age 65 or older)

Years of Service	Option 4A	Option 4B
	CIGNA Med. Surround	Kaiser Med. Plus
10-19 years of service	36%	68%
20-29 years of service	66%	100%
30 or more years of service	84%	100%

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

Dental Insurance

12.7 The Board shall offer three (3) dental plans: a) Traditional Dental Plan, b) Preferred Provider Dental Plan, and c) Dental HMO. The Board shall contribute sixty-five percent (65%) of the premium for the lowest cost dental option. The employee will contribute thirty-five percent (35%) of the lowest cost option plan plus the additional premium for a higher cost option if one is chosen. These rate splits will remain in effect through December 31, 2021. The employee price tag will be according to the schedule in Appendix B.

Vision Insurance

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

Insurance Plan Carriers

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

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.

13.3 Principals will ensure that all administrative activities are equitably and collaboratively developed with all administrators for after school activity coverage. Concerns of the council or members will be brought to the attention of the assigned executive director, School Support, for resolution.

Professional Recognition

13.4 The Board and the Council recognize that the nature of the jobs performed by members of the unit is such that work beyond the customary 40-hour work week often is required.

The Board acknowledges that these professional demands may often impact on a member's ability to attend to routine or unexpected personal and/or family requirements. It further understands that members may need time during the business day to attend to these demands.

The Board further recognizes that professional staff will exercise professional judgment in determining when the needs of the school system permit them flexibility to attend to personal matters during the duty day without using leave. Members may use up to a total of five (5) hours per month to attend to personal business of relatively brief duration of up to two and a half (2½) hours during normal working hours. The five (5) hours shall be available for use each month, if needed, and are not cumulative.

Personal business may include, but is not limited to, private appointments, lab tests, parental obligations, household appointments, emergency household demands, or other personal issues.

Unit members wishing to use this privilege will submit their request to their supervisor at least forty-eight (48) hours in advance of the anticipated date of absence so as to maintain work site supervision, safety, stability, and employee accountability. Supervisors shall favorably consider requests unless there is a reasonable basis for doing otherwise.

13.5 The parties agree that this privilege is to be used occasionally and is not for regular or frequent use. The parties also recognize that unit members will not overuse these privileges and the Board, at the appropriate supervisory level, retains the right to deny such privileges to any unit member whose pattern of absences from work appears inconsistent with the performance of their duties in the highly professional manner expected of all unit members. It is agreed that the substance of this section is subject to the grievance procedure, but not to the arbitration procedure.

Article XIV

Compensation

14.1 The salaries for members are set forth in Appendix A.

14.2 In the event of a salary error, neither the Board nor 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.

- 14.3** The Board will pay a one thousand dollar (\$1000.00) stipend to CASE represented employees for the attainment of a Doctorate degree.

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 employee 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 provision of this agreement shall be effective through June 30, 2023, as indicated in the following.
- 16.1.1** Effective July 1, 2022, fiscal year (FY) 23, all CASE represented employees shall be paid in accordance with FY22, January 1, 2022, scales contained in Appendix A-1. Salary scale steps shall be funded, and CASE represented employees shall advance a step on the salary scale.
- 16.1.2** No later than January 1, 2023, all salary schedule steps shall be increased by a three percent (3%) cost of living adjustment (COLA) and all CASE represented employees hired prior to July 1, 2022, shall advance an additional step on the salary scale. No later than the first pay after January 1, 2023, all CASE represented employees shall receive pay adjustments in accordance with the new scale contained in Appendix A-2 retroactive to July 1, 2022.
- 16.2** Unless the parties mutually agree to the contrary during negotiations, negotiable items will be as follows. For the FY23 successor agreement, all existing articles shall be open for negotiations.
- 16.3** Implementation of negotiated fiscal provisions each year of this agreement is dependent upon the appropriation of the necessary funds by the County Council of Baltimore County.

FOR THE BOARD:

George Duque
Homer McCall
Heidi Miller, Ed.D.
Eric Wilson
Whitney Tantleff

Consultant:

Maria Lowry

FOR CASE:

Billy Burke
Emily Caster
Lisa Dingle
Debra Miller

Upon conclusion of the FY22 negotiations and subsequent ratification of the tentative agreements by both parties, this Master Agreement was updated by incorporating all agreed upon changes effective July 1, 2022.

Appendix A-1

Annual Salary Scale for Exempt 12-Month School Administrators Represented by CASE Effective July 1, 2022 – December 31, 2022

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	Grade 10 Annual	Grade 11 Annual	Grade 12 Annual	Grade 13 Annual	Grade 14 Annual	Grade 15 Annual
01	97,431	103,263	109,445	116,000	122,959	130,336
02	99,380	105,327	111,635	118,319	125,416	132,943
03	101,366	107,435	113,867	120,685	127,926	135,601
04	103,394	109,584	116,143	123,099	130,485	138,314
05	105,462	111,776	118,465	125,561	133,096	141,080
06	107,570	114,011	120,834	128,072	135,757	143,902
07	109,721	116,291	123,251	130,632	138,472	146,781
08	111,916	118,617	125,717	133,247	141,242	149,716
09	114,154	120,989	128,231	135,912	144,066	152,709
10	116,439	123,409	130,796	138,631	146,949	155,762
11	118,768	125,877	133,411	141,404	149,888	158,878
12	121,142	128,395	136,079	144,232	152,885	162,055
13	123,566	130,961	138,803	147,118	155,942	165,296
14	126,038	133,581	141,578	150,060	159,060	168,603
15	128,559	136,252	144,411	153,062	162,241	171,976
16	131,130	138,978	147,298	156,124	165,487	175,413
17	133,753	141,759	150,245	159,246	168,796	178,921
18	136,427	144,593	153,249	162,432	172,172	182,501
19	139,156	147,486	156,314	165,679	175,615	186,152
20	141,939	150,435	159,441	168,994	179,127	189,874

Appendix A-1 (CONTINUED)

**Biweekly Salary Scale for Exempt 12-Month School Administrators Represented by CASE
Effective July 1, 2022 – December 31, 2022**

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	Grade 10 Biweekly	Grade 11 Biweekly	Grade 12 Biweekly	Grade 13 Biweekly	Grade 14 Biweekly	Grade 15 Biweekly
01	3,732.99	3,956.44	4,193.30	4,444.44	4,711.07	4,993.72
02	3,807.66	4,035.52	4,277.20	4,533.30	4,805.21	5,093.60
03	3,883.75	4,116.28	4,362.72	4,623.95	4,901.38	5,195.44
04	3,961.46	4,198.62	4,449.92	4,716.44	4,999.43	5,299.39
05	4,040.69	4,282.61	4,538.89	4,810.77	5,099.46	5,405.36
06	4,121.46	4,368.24	4,629.66	4,906.97	5,201.42	5,513.49
07	4,203.87	4,455.59	4,722.26	5,005.06	5,305.44	5,623.79
08	4,287.97	4,544.71	4,816.74	5,105.25	5,411.57	5,736.25
09	4,373.72	4,635.59	4,913.07	5,207.36	5,519.77	5,850.92
10	4,461.26	4,728.31	5,011.34	5,311.53	5,630.23	5,967.89
11	4,550.50	4,822.87	5,111.53	5,417.78	5,742.84	6,087.28
12	4,641.46	4,919.35	5,213.75	5,526.13	5,857.66	6,209.00
13	4,734.33	5,017.66	5,318.12	5,636.70	5,974.79	6,333.18
14	4,829.04	5,118.05	5,424.44	5,749.43	6,094.25	6,459.89
15	4,925.63	5,220.38	5,532.99	5,864.44	6,216.13	6,589.12
16	5,024.14	5,324.83	5,643.60	5,981.76	6,340.50	6,720.80
17	5,124.64	5,431.38	5,756.51	6,101.38	6,467.28	6,855.21
18	5,227.09	5,539.96	5,871.61	6,223.45	6,596.63	6,992.38
19	5,331.65	5,650.80	5,989.04	6,347.85	6,728.54	7,132.26
20	5,438.28	5,763.79	6,108.85	6,474.87	6,863.10	7,274.87

Appendix A-1 (CONTINUED)

**Annual Salary Scale for Exempt 12-Month Employees Represented by CASE
Effective July 1, 2022 – December 31, 2022**

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	Grade 01 Annual	Grade 02 Annual	Grade 03 Annual	Grade 04 Annual	Grade 05 Annual	Grade 06 Annual	Grade 07 Annual	Grade 08 Annual	Grade 09 Annual	Grade 10 Annual	Grade 11 Annual	Grade 12 Annual	Grade 13 Annual	Grade 14 Annual	Grade 15 Annual	Grade 16 Annual
01	56,311	59,676	63,245	67,024	71,038	75,284	79,790	84,564	89,625	94,993	100,678	106,706	113,097	119,882	127,074	134,697
02	57,437	60,871	64,510	68,364	72,458	76,789	81,384	86,255	91,418	96,893	102,692	108,841	115,358	122,278	129,615	137,391
03	58,586	62,088	65,800	69,731	73,908	78,325	83,012	87,981	93,246	98,829	104,746	111,017	117,665	124,725	132,207	140,138
04	59,757	63,329	67,115	71,126	75,387	79,890	84,672	89,740	95,110	100,807	106,841	113,236	120,018	127,218	134,852	142,943
05	60,952	64,595	68,459	72,549	76,894	81,489	86,365	91,535	97,013	102,822	108,978	115,500	122,418	129,764	137,549	145,800
06	62,170	65,888	69,827	73,999	78,432	83,119	88,093	93,365	98,954	104,878	111,158	117,810	124,867	132,359	140,300	148,717
07	63,415	67,206	71,224	75,480	80,001	84,781	89,855	95,232	100,934	106,976	113,381	120,166	127,363	135,006	143,107	151,690
08	64,683	68,550	72,648	76,989	81,600	86,477	91,651	97,137	102,953	109,116	115,649	122,570	129,912	137,707	145,968	154,725
09	65,977	69,922	74,100	78,530	83,232	88,207	93,484	99,080	105,011	111,297	117,961	125,022	132,510	140,460	148,887	157,818
10	67,296	71,319	75,583	80,101	84,897	89,970	95,355	101,062	107,111	113,525	120,320	127,522	135,161	143,271	151,864	160,975
11	68,642	72,746	77,094	81,702	86,595	91,771	97,261	103,082	109,251	115,796	122,726	130,072	137,864	146,136	154,902	164,195
12	70,016	74,201	78,637	83,336	88,326	93,607	99,206	105,144	111,438	118,111	125,182	132,673	140,622	149,059	157,999	167,479
13	71,414	75,686	80,210	85,003	90,094	95,478	101,190	107,247	113,666	120,473	127,684	135,329	143,435	152,039	161,159	170,828
14	72,843	77,199	81,813	86,703	91,895	97,388	103,214	109,392	115,939	122,883	130,238	138,035	146,305	155,079	164,383	174,245
15	74,300	78,744	83,449	88,436	93,733	99,336	105,278	111,580	118,258	125,342	132,842	140,797	149,231	158,181	167,672	177,730
16	75,787	80,319	85,118	90,206	95,608	101,323	107,383	113,812	120,622	127,848	135,500	143,612	152,217	161,345	171,023	181,285
17	77,302	81,924	86,821	92,009	97,520	103,349	109,531	116,088	123,034	130,405	138,211	146,484	155,261	164,571	174,443	184,910
18	78,848	83,562	88,558	93,849	99,470	105,416	111,721	118,409	125,497	133,013	140,974	149,414	158,366	167,862	177,934	188,609
19	80,425	85,234	90,328	95,726	101,459	107,525	113,955	120,777	128,006	135,673	143,795	152,402	161,532	171,220	181,493	192,380
20	82,032	86,940	92,135	97,641	103,490	109,676	116,234	123,194	130,565	138,386	146,670	155,451	164,764	174,644	185,122	196,229

Appendix A-1 (CONTINUED)

Biweekly Salary Scale for Exempt 12-Month Employees Represented by CASE

Effective July 1, 2022 – December 31, 2022

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	Grade 01 Biweekly	Grade 02 Biweekly	Grade 03 Biweekly	Grade 04 Biweekly	Grade 05 Biweekly	Grade 06 Biweekly	Grade 07 Biweekly	Grade 08 Biweekly	Grade 09 Biweekly	Grade 10 Biweekly	Grade 11 Biweekly	Grade 12 Biweekly	Grade 13 Biweekly	Grade 14 Biweekly	Grade 15 Biweekly	Grade 16 Biweekly
01	2,157.51	2,286.44	2,423.18	2,567.97	2,721.76	2,884.44	3,057.09	3,240.00	3,433.91	3,639.58	3,857.39	4,088.35	4,333.22	4,593.18	4,868.74	5,160.80
02	2,200.65	2,332.22	2,471.65	2,619.31	2,776.17	2,942.11	3,118.16	3,304.79	3,502.61	3,712.38	3,934.56	4,170.15	4,419.85	4,684.98	4,966.09	5,264.02
03	2,244.67	2,378.85	2,521.07	2,671.69	2,831.72	3,000.96	3,180.54	3,370.92	3,572.64	3,786.55	4,013.26	4,253.52	4,508.24	4,778.74	5,065.40	5,369.27
04	2,289.54	2,426.40	2,571.46	2,725.13	2,888.39	3,060.92	3,244.14	3,438.31	3,644.06	3,862.34	4,093.52	4,338.54	4,598.39	4,874.25	5,166.74	5,476.74
05	2,335.33	2,474.90	2,622.95	2,779.66	2,946.13	3,122.18	3,309.00	3,507.09	3,716.97	3,939.54	4,175.40	4,425.29	4,690.34	4,971.80	5,270.08	5,586.21
06	2,381.99	2,524.44	2,675.36	2,835.21	3,005.06	3,184.64	3,375.21	3,577.20	3,791.34	4,018.31	4,258.93	4,513.79	4,784.18	5,071.23	5,375.48	5,697.97
07	2,429.69	2,574.94	2,728.89	2,891.95	3,065.17	3,248.31	3,442.72	3,648.74	3,867.20	4,098.70	4,344.10	4,604.06	4,879.81	5,172.64	5,483.03	5,811.88
08	2,478.28	2,626.44	2,783.45	2,949.77	3,126.44	3,313.30	3,511.53	3,721.72	3,944.56	4,180.69	4,431.00	4,696.17	4,977.47	5,276.13	5,592.64	5,928.16
09	2,527.85	2,679.00	2,839.08	3,008.81	3,188.97	3,379.58	3,581.76	3,796.17	4,023.41	4,264.25	4,519.58	4,790.11	5,077.01	5,381.61	5,704.48	6,046.67
10	2,578.39	2,732.53	2,895.90	3,069.00	3,252.76	3,447.13	3,653.45	3,872.11	4,103.87	4,349.62	4,609.96	4,885.90	5,178.58	5,489.31	5,818.54	6,167.62
11	2,629.96	2,787.20	2,953.79	3,130.34	3,317.82	3,516.13	3,726.48	3,949.50	4,185.86	4,436.63	4,702.15	4,983.60	5,282.15	5,599.08	5,934.94	6,291.00
12	2,682.61	2,842.95	3,012.91	3,192.95	3,384.14	3,586.48	3,801.00	4,028.51	4,269.66	4,525.33	4,796.25	5,083.26	5,387.82	5,711.07	6,053.60	6,416.82
13	2,736.17	2,899.85	3,073.18	3,256.82	3,451.88	3,658.16	3,877.01	4,109.08	4,355.02	4,615.82	4,892.11	5,185.02	5,495.59	5,825.25	6,174.67	6,545.13
14	2,790.92	2,957.82	3,134.60	3,321.95	3,520.88	3,731.34	3,954.56	4,191.26	4,442.11	4,708.16	4,989.96	5,288.70	5,605.56	5,941.72	6,298.20	6,676.05
15	2,846.74	3,017.01	3,197.28	3,388.35	3,591.30	3,805.98	4,033.64	4,275.10	4,530.96	4,802.38	5,089.73	5,394.52	5,717.66	6,060.57	6,424.21	6,809.58
16	2,903.72	3,077.36	3,261.23	3,456.17	3,663.14	3,882.11	4,114.29	4,360.61	4,621.53	4,898.39	5,191.57	5,502.38	5,832.07	6,181.80	6,552.61	6,945.79
17	2,961.76	3,138.85	3,326.48	3,525.25	3,736.40	3,959.73	4,196.59	4,447.82	4,713.95	4,996.36	5,295.44	5,612.41	5,948.70	6,305.40	6,683.64	7,084.67
18	3,021.00	3,201.61	3,393.03	3,595.75	3,811.11	4,038.93	4,280.50	4,536.74	4,808.31	5,096.28	5,401.30	5,724.67	6,067.66	6,431.49	6,817.39	7,226.40
19	3,081.42	3,265.67	3,460.84	3,667.66	3,887.32	4,119.73	4,366.09	4,627.47	4,904.44	5,198.20	5,509.39	5,839.16	6,188.97	6,560.15	6,953.75	7,370.88
20	3,142.99	3,331.03	3,530.08	3,741.03	3,965.13	4,202.15	4,453.41	4,720.08	5,002.49	5,302.15	5,619.54	5,955.98	6,312.80	6,691.34	7,092.80	7,518.35

APPENDIX A-2

Annual Salary Scale for Exempt 12-Month School Administrators Represented by CASE Effective January 1, 2023, Retroactive to July 1, 2022

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	Grade 10 Annual	Grade 11 Annual	Grade 12 Annual	Grade 13 Annual	Grade 14 Annual	Grade 15 Annual
01	100,354	106,361	112,728	119,480	126,648	134,246
02	102,361	108,487	114,984	121,869	129,178	136,931
03	104,407	110,658	117,283	124,306	131,764	139,669
04	106,496	112,872	119,627	126,792	134,400	142,463
05	108,626	115,129	122,019	129,328	137,089	145,312
06	110,797	117,431	124,459	131,914	139,830	148,219
07	113,013	119,780	126,949	134,551	142,626	151,184
08	115,273	122,176	129,489	137,244	145,479	154,207
09	117,579	124,619	132,078	139,989	148,388	157,290
10	119,932	127,111	134,720	142,790	151,357	160,435
11	122,331	129,653	137,413	145,646	154,385	163,644
12	124,776	132,247	140,161	148,559	157,472	166,917
13	127,273	134,890	142,967	151,532	160,620	170,255
14	129,819	137,588	145,825	154,562	163,832	173,661
15	132,416	140,340	148,743	157,654	167,108	177,135
16	135,064	143,147	151,717	160,808	170,452	180,675
17	137,766	146,012	154,752	164,023	173,860	184,289
18	140,520	148,931	157,846	167,305	177,337	187,976
19	143,331	151,911	161,003	170,649	180,883	191,737
20	146,197	154,948	164,224	174,064	184,501	195,570

APPENDIX A-2 (CONTINUED)

Biweekly Salary Scale for Exempt 12-Month School Administrators Represented by CASE

Effective January 1, 2023, Retroactive to July 1, 2022

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	Grade 10 Biweekly	Grade 11 Biweekly	Grade 12 Biweekly	Grade 13 Biweekly	Grade 14 Biweekly	Grade 15 Biweekly
01	3,844.98	4,075.13	4,319.08	4,577.78	4,852.41	5,143.52
02	3,921.88	4,156.59	4,405.52	4,669.31	4,949.35	5,246.40
03	4,000.27	4,239.77	4,493.60	4,762.68	5,048.43	5,351.30
04	4,080.31	4,324.60	4,583.41	4,857.93	5,149.43	5,458.35
05	4,161.92	4,411.07	4,675.06	4,955.10	5,252.45	5,567.51
06	4,245.10	4,499.27	4,768.54	5,054.18	5,357.47	5,678.89
07	4,330.00	4,589.27	4,863.95	5,155.21	5,464.60	5,792.49
08	4,416.59	4,681.07	4,961.26	5,258.39	5,573.91	5,908.31
09	4,504.94	4,774.67	5,060.46	5,363.56	5,685.36	6,026.44
10	4,595.10	4,870.15	5,161.69	5,470.88	5,799.12	6,146.93
11	4,687.01	4,967.55	5,264.87	5,580.31	5,915.13	6,269.89
12	4,780.69	5,066.93	5,370.15	5,691.92	6,033.41	6,395.29
13	4,876.36	5,168.20	5,477.66	5,805.82	6,154.02	6,523.18
14	4,973.91	5,271.57	5,587.16	5,921.92	6,277.09	6,653.68
15	5,073.41	5,377.01	5,698.97	6,040.38	6,402.61	6,786.78
16	5,174.87	5,484.56	5,812.91	6,161.23	6,530.73	6,922.41
17	5,278.39	5,594.33	5,929.20	6,284.41	6,661.30	7,060.88
18	5,383.91	5,706.17	6,047.74	6,410.15	6,794.52	7,202.15
19	5,491.61	5,820.34	6,168.70	6,538.28	6,930.38	7,346.25
20	5,601.42	5,936.70	6,292.11	6,669.12	7,069.00	7,493.10

Appendix A-2 (CONTINUED)

Annual Salary Scale for Exempt 12-Month Employees Represented by CASE Effective January 1, 2023, Retroactive to July 1, 2022

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	Grade 01 Annual	Grade 02 Annual	Grade 03 Annual	Grade 04 Annual	Grade 05 Annual	Grade 06 Annual	Grade 07 Annual	Grade 08 Annual	Grade 09 Annual	Grade 10 Annual	Grade 11 Annual	Grade 12 Annual	Grade 13 Annual	Grade 14 Annual	Grade 15 Annual	Grade 16 Annual
01	58,000	61,466	65,142	69,035	73,169	77,543	82,184	87,101	92,314	97,843	103,698	109,907	116,490	123,478	130,886	138,738
02	59,160	62,697	66,445	70,415	74,632	79,093	83,826	88,843	94,161	99,800	105,773	112,106	118,819	125,946	133,503	141,513
03	60,344	63,951	67,774	71,823	76,125	80,675	85,502	90,620	96,043	101,794	107,888	114,348	121,195	128,467	136,173	144,342
04	61,550	65,229	69,128	73,260	77,649	82,287	87,212	92,432	97,963	103,831	110,046	116,633	123,619	131,035	138,898	147,231
05	62,781	66,533	70,513	74,725	79,201	83,934	88,956	94,281	99,923	105,907	112,247	118,965	126,091	133,657	141,675	150,174
06	64,035	67,865	71,922	76,219	80,785	85,613	90,736	96,166	101,923	108,024	114,493	121,344	128,613	136,330	144,509	153,179
07	65,317	69,222	73,361	77,744	82,401	87,324	92,551	98,089	103,962	110,185	116,782	123,771	131,184	139,056	147,400	156,241
08	66,623	70,607	74,827	79,299	84,048	89,071	94,401	100,051	106,042	112,389	119,118	126,247	133,809	141,838	150,347	159,367
09	67,956	72,020	76,323	80,886	85,729	90,853	96,289	102,052	108,161	114,636	121,500	128,773	136,485	144,674	153,354	162,553
10	69,315	73,459	77,850	82,504	87,444	92,669	98,216	104,094	110,324	116,931	123,930	131,348	139,216	147,569	156,420	165,804
11	70,701	74,928	79,407	84,153	89,193	94,524	100,179	106,174	112,529	119,270	126,408	133,974	142,000	150,520	159,549	169,121
12	72,116	76,427	80,996	85,836	90,976	96,415	102,182	108,298	114,781	121,654	128,937	136,653	144,841	153,531	162,739	172,503
13	73,556	77,957	82,616	87,553	92,797	98,342	104,226	110,464	117,076	124,087	131,515	139,389	147,738	156,600	165,994	175,953
14	75,028	79,515	84,267	89,304	94,652	100,310	106,310	112,674	119,417	126,569	134,145	142,176	150,694	159,731	169,314	179,472
15	76,529	81,106	85,952	91,089	96,545	102,316	108,436	114,927	121,806	129,102	136,827	145,021	153,708	162,926	172,702	183,062
16	78,061	82,729	87,672	92,912	98,476	104,363	110,604	117,226	124,241	131,683	139,565	147,920	156,784	166,185	176,154	186,724
17	79,621	84,382	89,426	94,769	100,446	106,449	112,817	119,571	126,725	134,317	142,357	150,879	159,919	169,508	179,676	190,457
18	81,213	86,069	91,215	96,664	102,454	108,578	115,073	121,961	129,262	137,003	145,203	153,896	163,117	172,898	183,272	194,267
19	82,838	87,791	93,038	98,598	104,503	110,751	117,374	124,400	131,846	139,743	148,109	156,974	166,378	176,357	186,938	198,151
20	84,493	89,548	94,899	100,570	106,595	112,966	119,721	126,890	134,482	142,538	151,070	160,115	169,707	179,883	190,676	202,116

Appendix A-2 (CONTINUED)

Biweekly Salary Scale for Exempt 12-Month Employees Represented by CASE
Effective January 1, 2023, Retroactive to July 1, 2022

Divide the annual salary by 26.1 to obtain the biweekly salary

Step	Grade 01	Grade 02	Grade 03	Grade 04	Grade 05	Grade 06	Grade 07	Grade 08	Grade 09	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16
01	2,222.22	2,355.02	2,495.86	2,645.02	2,803.41	2,971.00	3,148.81	3,337.20	3,536.93	3,748.77	3,973.10	4,211.00	4,463.22	4,730.96	5,014.79	5,315.63
02	2,266.67	2,402.18	2,545.79	2,697.89	2,859.46	3,030.38	3,211.72	3,403.95	3,607.70	3,823.75	4,052.61	4,295.25	4,552.45	4,825.52	5,115.06	5,421.95
03	2,312.03	2,450.23	2,596.70	2,751.84	2,916.67	3,091.00	3,275.94	3,472.03	3,679.81	3,900.15	4,133.64	4,381.15	4,643.49	4,922.11	5,217.36	5,530.34
04	2,358.24	2,499.20	2,648.58	2,806.90	2,975.06	3,152.76	3,341.46	3,541.46	3,753.37	3,978.20	4,216.32	4,468.70	4,736.36	5,020.50	5,321.76	5,641.03
05	2,405.40	2,549.16	2,701.65	2,863.03	3,034.52	3,215.86	3,408.28	3,612.30	3,828.47	4,057.74	4,300.65	4,558.05	4,831.07	5,120.96	5,428.16	5,753.79
06	2,453.45	2,600.19	2,755.63	2,920.27	3,095.21	3,280.19	3,476.48	3,684.52	3,905.10	4,138.85	4,386.70	4,649.20	4,927.70	5,223.37	5,536.74	5,868.93
07	2,502.57	2,652.18	2,810.77	2,978.70	3,157.13	3,345.75	3,546.02	3,758.20	3,983.22	4,221.65	4,474.41	4,742.18	5,026.21	5,327.82	5,647.51	5,986.25
08	2,552.61	2,705.25	2,866.93	3,038.28	3,220.23	3,412.68	3,616.90	3,833.37	4,062.91	4,306.09	4,563.91	4,837.05	5,126.78	5,434.41	5,760.42	6,106.02
09	2,603.68	2,759.39	2,924.25	3,099.08	3,284.64	3,480.96	3,689.23	3,910.04	4,144.10	4,392.18	4,655.17	4,933.83	5,229.31	5,543.07	5,875.63	6,228.08
10	2,655.75	2,814.52	2,982.76	3,161.07	3,350.34	3,550.54	3,763.07	3,988.28	4,226.97	4,480.11	4,748.28	5,032.49	5,333.95	5,653.98	5,993.10	6,352.64
11	2,708.85	2,870.80	3,042.41	3,224.25	3,417.36	3,621.61	3,838.28	4,067.97	4,311.46	4,569.73	4,843.22	5,133.10	5,440.61	5,767.05	6,112.99	6,479.73
12	2,763.07	2,928.24	3,103.30	3,288.74	3,485.67	3,694.06	3,915.02	4,149.35	4,397.74	4,661.07	4,940.11	5,235.75	5,549.46	5,882.41	6,235.21	6,609.31
13	2,818.24	2,986.86	3,165.36	3,354.52	3,555.44	3,767.89	3,993.33	4,232.34	4,485.67	4,754.29	5,038.89	5,340.57	5,660.46	6,000.00	6,359.92	6,741.49
14	2,874.64	3,046.55	3,228.62	3,421.61	3,626.51	3,843.30	4,073.18	4,317.01	4,575.36	4,849.39	5,139.66	5,447.36	5,773.72	6,119.96	6,487.13	6,876.32
15	2,932.15	3,107.51	3,293.18	3,490.00	3,699.04	3,920.15	4,154.64	4,403.33	4,666.90	4,946.44	5,242.41	5,556.36	5,889.20	6,242.38	6,616.93	7,013.87
16	2,990.84	3,169.69	3,359.08	3,559.85	3,773.03	3,998.58	4,237.70	4,491.42	4,760.19	5,045.33	5,347.32	5,667.43	6,007.05	6,367.24	6,749.20	7,154.18
17	3,050.61	3,233.03	3,426.28	3,631.00	3,848.51	4,078.51	4,322.49	4,581.26	4,855.36	5,146.25	5,454.29	5,780.80	6,127.16	6,494.56	6,884.14	7,297.20
18	3,111.61	3,297.66	3,494.83	3,703.60	3,925.44	4,160.08	4,408.93	4,672.84	4,952.57	5,249.16	5,563.33	5,896.40	6,249.69	6,624.44	7,021.92	7,443.18
19	3,173.87	3,363.64	3,564.67	3,777.70	4,003.95	4,243.33	4,497.09	4,766.28	5,051.57	5,354.14	5,674.67	6,014.33	6,374.64	6,756.97	7,162.38	7,591.99
20	3,237.28	3,430.96	3,635.98	3,853.26	4,084.10	4,328.20	4,587.01	4,861.69	5,152.57	5,461.23	5,788.12	6,134.67	6,502.18	6,892.07	7,305.59	7,743.91

Appendix B

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

Effective 1/1/2021 - 12/31/2021

MEDICAL INSURANCE **	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your Bi-Weekly Deduction *
<i>CIGNA OAPIN (In Network)</i>				
Individual	\$ 8,934.24	\$ 7,594.10	\$ 1,340.14	\$ 67.01
Parent/Child	17,701.56	15,046.33	2,655.23	132.76
Two Adults	21,320.64	18,122.54	3,198.10	159.90
Family	24,038.52	20,432.74	3,605.78	180.29
<i>CIGNA OAP (In/Out Network)</i>				
Individual	\$ 10,141.20	\$ 7,605.90	\$ 2,535.30	\$ 126.77
Parent/Child	20,092.32	15,069.24	5,023.08	251.15
Two Adults	24,200.28	18,150.21	6,050.07	302.50
Family	27,284.88	20,463.66	6,821.22	341.06
<i>Kaiser Permanente HMO</i>				
Individual	\$ 9,552.36	\$ 8,119.51	\$ 1,432.85	\$ 71.64
Parent/Child(ren)	18,925.20	16,086.42	2,838.78	141.94
Two Adults	22,794.96	19,375.72	3,419.24	170.96
Family	25,700.76	21,845.65	3,855.11	192.76
DENTAL INSURANCE **	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your Bi-Weekly Deduction *
<i>CareFirst Regional Dental PPO</i>				
Individual	\$ 333.60	\$ 216.84	\$ 116.76	\$ 5.84
Parent/Child or Two Adults	722.88	469.87	253.01	12.65
Family	1,095.96	712.37	383.59	19.18
<i>CareFirst Regional Dental Traditional</i>				
Individual	\$ 379.56	\$ 216.84	\$ 162.72	\$ 8.14
Parent/Child or Two Adults	795.96	469.87	326.09	16.30
Family	1,337.04	712.37	624.67	31.23
<i>CIGNA Dental DHMO</i>				
Individual	\$ 558.84	\$ 216.84	\$ 342.00	\$ 17.10
Parent/Child(ren) or Two Adults	1,071.36	469.87	601.49	30.07
Family	1,610.52	712.37	898.15	44.91
VISION INSURANCE	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your Bi-Weekly Deduction *
<i>CareFirst Davis Vision</i>				
Individual (Free if FTE is .5 or greater)	\$ 24.48	\$ 24.48	\$ -	\$ -
Family (includes Parent/Child and Two Adults)	93.84	24.48	69.36	3.47

*All employee benefits deductions are based upon 20 pay periods

**Domestic Partner benefits may be subject to imputed income

APPENDIX C

BOARD OF EDUCATION AND COUNCIL OF ADMINISTRATIVE AND SUPERVISORY EMPLOYEES
(CASE)
GRIEVANCE REPORT FORM

Official Use Only (For clear copies, please type or use ball point pen)

Grievance No. Level I filed with _____

Level Processed (circle one) Date Grievance Occurred _____

Informal I II III Date Grievance Filed _____

Name of Grievant

School or Office

Home Address _____ Zip Code _____ Home Phone _____

Nature of Grievance

(Attach additional sheets, if needed. Indicate Article and Section of Master Agreement deemed to be violated.)

Remedy Sought

Signed

Send copies to: Chief of Schools, Principal (or other appropriate administrator), CASE, Retain one copy

Appendix D

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

PRE-MEDICARE RETIREES		MEDICARE RETIREES		
<u>Base Allowance</u>		<u>per Years of Service</u>	<u>Base Allowance</u>	<u>per Years or Service</u>
\$150.00		\$225.00	\$100.00	\$150.00
Yrs. Of Service	Retiree	Retiree & Dependent	Retiree	Retiree & Dependent
10	\$1,500.00	\$2,250.00	\$1,000.00	\$1,500.00
11	\$1,650.00	\$2,475.00	\$1,100.00	\$1,650.00
12	\$1,800.00	\$2,700.00	\$1,200.00	\$1,800.00
13	\$1,950.00	\$2,925.00	\$1,300.00	\$1,950.00
14	\$2,100.00	\$3,150.00	\$1,400.00	\$2,100.00
15	\$2,250.00	\$3,375.00	\$1,500.00	\$2,250.00
16	\$2,400.00	\$3,600.00	\$1,600.00	\$2,400.00
17	\$2,550.00	\$3,825.00	\$1,700.00	\$2,550.00
18	\$2,700.00	\$4,050.00	\$1,800.00	\$2,700.00
19	\$2,850.00	\$4,275.00	\$1,900.00	\$2,850.00
20	\$3,000.00	\$4,500.00	\$2,000.00	\$3,000.00
21	\$3,150.00	\$4,725.00	\$2,100.00	\$3,150.00
22	\$3,300.00	\$4,950.00	\$2,200.00	\$3,300.00
23	\$3,450.00	\$5,175.00	\$2,300.00	\$3,450.00
24	\$3,600.00	\$5,400.00	\$2,400.00	\$3,600.00
25	\$3,750.00	\$5,625.00	\$2,500.00	\$3,750.00
26	\$3,900.00	\$5,850.00	\$2,600.00	\$3,900.00
27	\$4,050.00	\$6,075.00	\$2,700.00	\$4,050.00
28	\$4,200.00	\$6,300.00	\$2,800.00	\$4,200.00
29	\$4,350.00	\$6,525.00	\$2,900.00	\$4,350.00
30	\$4,500.00	\$6,750.00	\$3,000.00	\$4,500.00
31	\$4,650.00	\$6,975.00	\$3,100.00	\$4,650.00
32	\$4,800.00	\$7,200.00	\$3,200.00	\$4,800.00
33	\$4,950.00	\$7,425.00	\$3,300.00	\$4,950.00
34	\$5,100.00	\$7,650.00	\$3,400.00	\$5,100.00
35	\$5,250.00	\$7,875.00	\$3,500.00	\$5,250.00

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

FY 2009 Adjustment (Calendar Year 2007 CPI)	2.85%
FY 2010 Adjustment (Calendar Year 2008 CPI)	3.84%
FY 2011 Adjustment (Calendar Year 2009 CPI)	- 0.36%
FY 2012 Adjustment (Calendar Year 2010 CPI)	1.64%
FY 2013 Adjustment (Calendar Year 2011 CPI)	3.16%
FY 2014 Adjustment (Calendar Year 2012 CPI)	2.05%
FY 2015 Adjustment (Calendar Year 2013 CPI)	1.47%
FY 2016 Adjustment (Calendar Year 2014 CPI)	1.62%
FY 2017 Adjustment (Calendar Year 2015 CPI)	0.12%
FY 2018 Adjustment (Calendar Year 2016 CPI)	1.26%
FY 2019 Adjustment (Calendar Year 2017 CPI)	2.17 %
FY 2020 Adjustment (Calendar Year 2018 CPI)	1.90%
FY 2021 Adjustment (Calendar Year 2019 CPI)	2.29%
FY 2022 Adjustment (Calendar Year 2020 CPI)	1.4%
FY 2023 Adjustment (Calendar Year 2021 CPI)	7.0%

Appendix E

CASE Bargaining Unit Represented Classes (For information only – these classes are not negotiable)

C12300 Pupil Personnel Worker
C29100 Assistant Principal
C29200 Principal
C29202 Acting Principal
C29310 Consulting Administrator
C32000 Coordinator
C33400 Supervisor
C35300 Specialist
C43902 Student Conduct Hearing Officer

Index

Absences and Leaves	13
Agreement, Printing and Distribution	10
Basic Plan Life Insurance	22
Benefits	22
Board Right's	7
Close Relative	4
Compensation	26
Council Rights and Responsibilities	5
Definitions	4
Dental Insurance	25
Duration of Agreement	27
Effect of Agreement	27
Emergency Items	9
Evaluation	11
Fiscal Renegotiation	9
Flexible Spending Accounts	22
Grievance Procedure	20
Health Care Options	23
Health Insurance – Family of Deceased Employee	24
Health Insurance – Retired Members	24
Hearing Aids, Adult	23
Immediate Family	4
Impasse, Time Limit	8
Individual Contracts	27
Insurance Plan Carriers	25
Leave, Adoption	13
Leave, Bereavement	13
Leave, Child Rearing	14
Leave, Council Business	20
Leave, Court-related	17
Leave, Family Illness	13
Leave, Maternity	14
Leave, Military	14
Leave, Personal Business	17
Leave, Personal Injury	
Leave, Sabbatical	15
Leave, Sick	15
Leave, Special Religious Observance	17
Leaver, Unusual or Imperative	16
Legal Authority	7
Managerial Rights	7
Meeting Places	9
Meetings	9
Member	4
Member Protection	12
Negotiation Procedure	8
Negotiators, Designation of	8

Non-arbitrable	10
Physical Attack (Battery)	12
Professional Recognition	26
Professional Rights and Privileges	7
Promotion and Assignment	10
Property Loss – Battery	21
Property Loss – General	22
Proposals	8
Ratification	9
Reassignment	11
Recognition	5
Reimbursements	21
Rules and Policies, Changes in	27
Subcontracting	7
Threat (Assault)	12
Transportation Reimbursement	22
Tuition Reimbursement	22
USLB	18
Vacation	19
Vision Insurance	25
Workdays	25
Work Hours	25
Working Conditions	25

FOR THE BOARD OF EDUCATION OF BALTIMORE COUNTY:



Julie Henn, Board Chair



Darryl L. Williams, Superintendent

FOR THE COUNCIL OF ADMINISTRATIVE AND SUPERVISORY EMPLOYEES (CASE):

William S. Burke

William Burke, Executive Director and Lead Negotiator