MASTER AGREEMENT

between the

Board of Education of Baltimore County

and the

Baltimore County Public Schools Organization of Professional Employees (OPE)

July 1, 2023 – June 30, 2026

Updated July 1, 2023

Contents

Definitions	4
Article I	5
Recognition	5
Article II	5
Organization Rights and Responsibilities	5
Article III	7
Board Rights	7
Article IV	7
Professional Rights and Privileges	7
Article V	8
Negotiation Procedures	8
Article VI	10
Promotion and Assignment	10
Article VII	10
Evaluation	10
Article VIII	11
Member Protection	11
Article IX	12
Absences and Leaves	12
Article X	18
Grievance Procedure	18
Article XI	19
Reimbursement	19
Article XII	20
Benefits	20
Article XIII	23
Working Conditions	23
Article XIV	25
Compensation	25
ARTICLE XV	25
Effect of Agreement	25
ARTICLE XVI	25
Duration of the Agreement	25

APPENDIX

A-1	Salary Scale for Exempt 12-Month Employees	27-30
A-2	Salary Scale for Exempt 10-Month Employees	31-32
В	Medical, Dental & Vision Deductions, Full Time Employees	33
С	Grievance Report Form	34
D	OPE Represented Classes	35-37
Е	Retirement Health Plan Allowances for BCPS Employees Hired on or	38
	after January 1, 2011	
INDE	\mathbf{X}	39-40

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 their designee.

OPE – The Baltimore County Public Schools Organization of Professional Employees.

Member – All non-certificated (by position) administrative, executive, professional, supervisory, and technical employees (except those excluded by the BOE as a confidential employee) that are part of the exempt administrative, executive, and professional employee salary scales.

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 their 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.

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 Baltimore County Public Schools Organization of Professional Employees (OPE).

OPE 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 OPE 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 organization, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay and conditions of employment.

OPE 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, OPE 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 Organization Rights and Responsibilities

2.1 Employees may join OPE at any time by completing a membership application. The Board agrees to collect OPE dues from employees who complete a membership application and designate the payroll deduction option. OPE will provide the Office of Payroll with the names and employee identification numbers of employees who request dues deduction. Dues deduction will begin when OPE notifies the Office of Payroll in writing of new OPE members. OPE 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 OPE membership by notifying OPE in writing between July 1 and July 20. The letter must be post marked no later than July 20 to be considered valid. The letter is to be sent to:

BCPSOPE 9611 Pulaski Park Drive, Suite 301 Middle River, MD 21220

OPE 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 employees) or February 1 (for 10-month employees). 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.

- **2.1.1** The Board agrees not to interfere with the rights of employees to become members of the bargaining unit, and there shall be no discrimination, interference, restraint, or coercion by the Board or any Board representative against any employee because of bargaining unit membership or because of any lawful employee activity in an official capacity on behalf of the bargaining unit, or because of participation in the grievance procedure provided in this Agreement.
- 2.2 The Board will provide OPE with copies of all communications concerning salaries, wages, benefits, hours and other working conditions of OPE eligible employees. Similarly, decisions made by the Board and/or the Superintendent or their designee affecting groups of OPE eligible employees will be provided. OPE 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 OPE will be made concurrently with other distribution.

- **2.2.1** The school system will provide the OPE office with standard official systemwide electronic communiqués, emergency notices, and press releases at the time of systemwide dissemination. These will be sent to BCPSOPE@outlook.com.
- 2.3 OPE may use the interschool mail delivery service to distribute official OPE materials.
- 2.4 OPE 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. OPE 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.
- 2.5 The Board will provide OPE with the names and assignments of all OPE-eligible employees monthly. The Board will provide OPE with the names and assignments of newly appointed or promoted administrators, supervisors, and other personnel represented by the OPE as well as listings of transfers and retirements as soon as possible. The Board will provide OPE with a list of essential employee job titles, pension data, sick bank data, health plan data for OPE-eligible employees annually.
- An official representative for OPE may attend any Board meeting and may offer comments at the appropriate time during the meeting. OPE will be able to access a copy of the agenda prior to each regular meeting of the Board and a copy of the approved minutes following each meeting through the school system's website.
- 2.7 OPE will be provided exhibit space at the annual Administrative and Supervisory Meeting held prior to the beginning of school each year.
- 2.8 The Superintendent may permit OPE officers and representatives to be absent from their regular work sites for the purpose of attending official meetings or conducting official OPE business except when their absence unreasonably interferes with their duties.
- 2.9 The Superintendent and their designated representatives will meet quarterly with the designated representatives of OPE. Either may recommend items of mutual concern for the agenda of such meetings.
- **2.10** Representatives of OPE may submit suggested calendar changes to the Director of the Office of Communications regarding the Board's School Calendar. OPE will also have the right to place its meetings and events on the Annual Calendar.
- 2.11 Any recommendations from any committee established by the Superintendent to study and/or recommend changes in salary, benefits, hours and working conditions of OPE members will be brought to the negotiation process.
- 2.12 The Superintendent shall determine the membership of any committee established to develop or revise curriculum guides, courses of study, and instructional and operational policy. When deemed appropriate by the Superintendent a representative of OPE shall be appointed to serve on the committee.
- **2.12.1** A representative of OPE will be part of any committee established by the superintendent, or their designee, designed to change or revise the evaluation systems of unit eligible employees.
- 2.13 There shall be no reprisals of any kind taken against any employee because of the employee's membership in OPE or the employee's legal activity or representation on behalf of OPE.
- 2.14 A representation fee will be implemented when OPE attains 72% membership. This representation fee will go into effect in the fiscal year following this attainment. In the event that membership falls below 68%, representatives of the Board and OPE will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of the representation fee.
- 2.15 The Bargaining Unit shall be provided advance notification of the date(s) and time(s) of new employee orientation meetings. In coordination with the Department of Human Resources, Union representatives shall be allowed to attend and distribute Bargaining unit information.

Article III Board Rights

Legal Authority

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

Managerial Rights

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

Subcontracting

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

Article IV Professional Rights and Privileges

4.1 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 the 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 the Agreement.

- 4.2 In matters related to this Master Agreement, OPE represents all eligible employees.
- **4.3** 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 OPE.
- **4.4** 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.
- 4.5 After work activities and the personal lives of members will not be subject to action by the Board or by its administrative officials unless these activities clearly impair the members' effectiveness in their administrative or supervisory assignments.
- **4.6** The Board will respect the rights of OPE members by keeping personal information private as determined by Maryland Law.
- 4.7 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 their 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 their 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.

- **4.7.1** All items entered in the personnel file of an OPE member will be open to that member by appointment and available to no one else, except their superiors, others with a business need-to-know, and those responsible for keeping the files, without the member's written permission.
- **4.7.2** Material of a negative nature shall not be placed in an employee's file without their 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 their designee.
- **4.7.3** Employee files maintained other than in the central file shall be available for review.
- 4.8 The Board and OPE recognize the right of OPE 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 OPE 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.
- 4.9 OPE members have the right to engage in other gainful employment as long as it does not interfere with the performance of the duties of their position.

Article V Negotiation Procedures

Designation of Negotiators

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

Proposals

Requests by OPE 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 Union. All costs involving the neutral party shall be shared by the Board and OPE.

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

- 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 OPE 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 meet 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 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.

Distribution of Agreement

5.9 Upon ratification of this Agreement by the parties, such Agreement shall be made available in its entirety via electronic mail by the bargaining unit to all members and shall be posted to the BCPSOPE website. The parties shall prepare the final text of the ratified Agreement.

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 Unit Eligible Positions

For unit eligible 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 unit eligible 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 (2) or three (3) candidates are then recommended to the hiring official for final consideration and interviewing. As appropriate, the Superintendent makes a recommendation to the Board of Education for appointment. Other hiring recommendations are forwarded to Human Resources for possible job offers.

Whenever possible and practical, the Superintendent, or their designee, will confer with affected department and office heads during the promotion, transfer, and/or appointment process.

As with all administrative positions, the Superintendent and the Board of Education may make appointments directly without utilizing the process described above in cases where unique system-wide needs and/or personnel circumstances so require.

6.3 Reassignment

Reassignment may be made by the Superintendent as the needs of the school's system require. Reassignment will be made only after the Superintendent, or their 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 It is the Board's desire that each OPE member receive yearly feedback on work performance. The appraiser may use the appropriate BCPS standard appraisal form or an appropriate alternative format such as a narrative. A formal evaluation must include a specific rating. Informal feedback will not contain a summary rating.
- 7.2 When conducting a formal evaluation, the standard evaluation form or a mutually agreed alternative will provide an overall rating of "Satisfactory" or "Unsatisfactory."
- 7.3 If an area of an evaluation has been rated as "Needs Improvement," comments related to the area(s) needing improvement shall be included in, or attached to, the evaluation by the evaluator.
- 7.4 No member shall receive an overall rating of "Unsatisfactory" without having been given written suggestions for improvement, advance warning of an 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 satisfactory.

- 7.5 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.
- 7.6 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.
- 7.7 A member may attach a written response to the evaluation.
- **7.8** 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 an OPE member is being called for the purpose of discipline, demotion, or discharge, the member shall be advised of their right to representation prior to the beginning of any such conference or meeting and be given no more than 10 business days to arrange for representation.
- 8.2 No member shall be disciplined without due process.
- **8.3** The Board shall maintain safe, sanitary, and healthful working conditions.
- 8.4 Members shall have authority and within the scope of their employment, shall exercise responsibility for the control of students during the school day and also during the supervision of school sponsored activities. Members shall be expected to take reasonable action in accordance with current school practice to deter acts of vandalism, willful waste of materials and utilities, verbal and physical abuse of persons and any and all forms of violence. A member may use reasonable force in self-defense or in the restraint of a student to prevent harm to that student, to other students, faculty and staff.
- 8.5 When 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.

8.6 Procedure in Case of Threat and/or Physical Attack

Any case of verbal threat and/or physical attack upon an employee while acting within the scope of the employee's duties shall be promptly reported to the appropriate supervisor, office head, or director. 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-sponsored, system-sponsored, or PTA-sponsored event or activity.

Administrators and supervisory personnel shall proceed in accordance with the Comprehensive Safety Plan.

The appropriate supervisor, office head or director 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 appropriate supervisor, office head or 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. OPE members are also encouraged to contact OPE.

Article IX Absences and Leaves

Academic Activities

9.1 One (1) day is allowed for an OPE member to attend their own college commencement, their spouse's, and their children's. The absence will be charged to urgent personal business leave. One (1) day is allowed for members to appear for examinations for advanced degrees or professional licenses related to their employment. The absence will be charged to urgent personal business leave.

Adoption Leave

9.2 A full-time 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

9.3 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, those days will be charged to urgent personal business.

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 of the 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

9.4 Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of 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

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

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

Child Rearing Leave

9.6 Request for child rearing leave of absence shall be normally made by completing and forwarding the form, *Application for 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 they return to active service.

Military Leave

9.7 All members shall be provided paid 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, they 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 their 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 they participate in short term duty, they shall do so at the time, which has least conflict with their 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 be granted upon request to any member entering one of the military services of the United States. Upon completion of their military obligation they shall, within a reasonable length of time, be reinstated to their previous position, or one of similar scope and complexity.

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

Sick Leave

9.8 OPE members, in their first two (2) years, shall be advanced ten (10) days of sick leave for ten (10) month employees and twelve (12) days for twelve (12) month employment. Members shall be eligible to accumulate earned sick leave days on an unlimited basis. After two (2) years, ten (10) month employees will be advanced fifteen (15) days, while twelve (12) 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 their 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, their accumulated sick leave days are held in abeyance until they return to duty. Upon return to duty, the member will be granted sick leave days according to the policies in effect, but they will not lose their 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 (10) or more days and to help them reach maximum medical improvement so that they can return to work.

Study Leave—Sabbatical

Eligibility and Limitation

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

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

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

No leave time will be regarded as active service insofar as determining the seven (7) 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 their 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 (12) 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 their regular salary during the specified period of leave. Members who are granted sabbatical leave shall retain the option of one (1) year commitment of service, with payment to be made at the current rate of fifty (50) percent of their 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, they will be required to refund the salary granted for sabbatical leave.

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

Unusual or Imperative Leave

9.10 A member may be granted a leave up to one (1) year without pay for extenuating circumstances that are unusual or imperative and 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

9.11 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 an exception to the twenty-four (24) hour requirement in case of an emergency.

Personal business leave may not be used on consecutive duty days except with the approval of the appropriate supervisor. The use of a personal business leave day immediately preceding or following a holiday requires the supervisor'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.

Religious Holiday and Religious Leave

9.12 Employees will be permitted a total of seven (7) days for personal, sincerely held religious holidays as defined in Board Policy. These days include two (2) paid religious holiday leave days plus an employee's five (5) urgent personal business days. For those religious holidays not included on the Maryland State Department of Education (MSDE) State Testing and Training Calendar and/or the BCPS calendar, the employee is required to submit a letter from their

religious leader one (1) week in advance, to the appropriate administrator, stating the intent to be absent on a duty day because of a personal religious holiday or to take time to participate in a religious observance for that employee's religious belief during the duty day.

A request for religious holiday must be provided on letter head and include the following: date of request, employee's name, religious authority's contact information, dates for which the employee is requesting to be absent from work to fulfill religious obligation, and the religious authority's signature.

In determining religious holidays beyond the seven (7) permitted days, 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.

Court-related Leave

- 9.13 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 they are a defendant in court proceedings. Such absence is not charged to sick leave. An employee receiving compensation for this duty shall receive their regular salary, less any compensation for such day.
 - A. Unless they are 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 they are 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 for lost time because of the summons provided the verification of the verdict in their 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 shall not be paid.

Unified Sick Leave Bank

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.

<u>DEFINITION</u> 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 their 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 their 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 their regular annual salary.

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

•TEN (10) MONTH EMPLOYEES. Ten (10) month employees who have completed one (1) year of continuous service and who have accumulated twenty (20) days of sick leave will be automatically enrolled in the USLB.

•TWELVE (12) MONTH EMPLOYEES. Twelve (12) month employees who have completed one (1) year of continuous service and who have accumulated twenty-four (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.

<u>OPT OUT</u> - An employee who is eligible for membership in the USLB may 'opt out' for any reason by notifying the USLB in writing of their 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 that the initial assessment is made will have that sick leave time returned to them.

<u>USE OF THE USLB</u> Employees must use all accumulated sick and urgent personal business leave prior to drawing from the USLB. The lifetime total that an employee may draw from the USLB is one (1) year. One year is equal to the number of duty days for ten (10) month employees and is equal to two hundred forty-five (245) duty days for twelve (12) month employees. The USLB will not be charged for holidays, compensable non-duty weekdays, or vacation days.

<u>USLB OVERSIGHT COMMITTEE</u> A 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 from 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, Division of Human Resources. Pending the outcome of the appeal to the Chief Human Resources Officer, the employee will continue to be covered by the sick leave bank.

Personal Injury Leave

9.15 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 their 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 their 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 their service with the Board must reimburse the Board for any advanced personal injury leave pay for which they are 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 (1) year of service credit in determining their 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 a Board-designated physician, they shall receive a contribution toward the premium for health insurance and life insurance, commensurate to an employee retiring with thirty (30) years of service.

Vacation

9.16 Twelve-month employees accrue annually twenty (20) days of vacation. 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 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.

In determining vacation schedules, effort shall be made to comply with the employee's request. However, when there is a conflict between employee work schedule and an individual employee's request, work schedules will take precedence. Vacations shall be requested at least twenty-four (24) hours in advance. Requests for vacation will be approved or denied by the appropriate supervisor in a timely manner.

Leave for OPE Business

9.17 Any member elected or duly appointed by OPE may, with proper application and permission from the Department of Staff Relations and Employee Performance Management, be granted release time to conduct OPE 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 an OPE member to discuss any matter with their immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of their 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 unit rights, OPE, 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 OPE 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 they have a grievance shall discuss it, either orally or in writing, with their immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or their 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 their claim at the informal level, they may submit their grievance in writing within ten (10) days, following the reply at the informal level, to their 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 their claim.

Level II -

If a member is not satisfied with the disposition of their claim at Level I, they may appeal in writing to the Superintendent or their 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 their designated representative shall inform the grievant as to the disposition of their 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, OPE 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 Council 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 their opinion and award shall be confined to the express provision or provisions of this Agreement at issue between OPE and the Board. They 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, OPE, 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 Reimbursement

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 their 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 assume liability for the value of personal property destroyed, lost, or damaged on the school property as a result of an accident, vandalism or theft under the following circumstances: If the personal property was brought to the worksite to be used as an adjunct to work-related activities and was with the approval of the appropriate

administrator prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such request must be reviewed annually.

No coverage shall exceed six hundred fifty dollars (\$650).

Such coverage shall not apply if the negligence of the member contributes to the loss.

Transportation Reimbursement

11.3 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.

Tuition Reimbursement

- 11.4 The Board will reimburse employees for tuition and fee charges up to three hundred (\$300) dollars per credit provided that such courses have been approved by the Superintendent or their 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 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 as part of the established limit for tuition per fiscal year. 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.
- **11.4.1** The Board will reimburse any professional employee for job preferred/required (as stated on job description) licensure, re-licensure, national level certification and re-certification fees. The related cost will be calculated as part of the limit for tuition and fees allocated in Article 11.4 of this Agreement.

Article XII Benefits

Basic Plan Life Insurance

12.1 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 earning and maximum coverage is 10X's the employee's basic annual earning up to \$1,000,000. Optional life insurance coverage shall be available to employees by payroll deduction.

Flexible Spending Accounts

12.2 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.

The specific coverage in each of the healthcare 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.

Health Care Options

12.3 The specific coverage in each of the healthcare 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, 2023, 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; Retail – up to a 90-day supply - \$30 for generic; \$60 for formulary; \$105 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 \$100 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, (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, 2023. 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 nonformulary; Retail – up to a 90-day supply - \$30 for generic; \$60 for formulary; \$105 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 \$35 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, (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, 2023. A prescription drug benefit is included with the HMO offered. The prescription co-pay structure shall be as follows: Retail – up to a 30-day supply - \$12 for generic; \$20 for formulary; \$45 for non-formulary; retail – up to a 90-day supply - \$5 for generic; \$60 for formulary; \$90 for non-formulary; Mail order: - 90-day supply of maintenance prescriptions - \$24 for generic; \$60 for formulary; \$90 for non-formulary. Also, the hospital emergency room co-pay will be \$100 per visit and is waived if admitted.

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.

Options 4A and 4B - These options provide for two (2) Medicare Supplement Plans: 4A – Cigna Medicare Surround, Cigna True Choice Medicare, and United American; 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 Cigna True Choice Medicare, and United American, the mail order prescription drug co-pay for generics will be \$20 beginning January 1, 2013. Kaiser 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 Retiree 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 through December 31, 2023, 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)
	BCPS Yrs. of	
<u>CY23</u>	<u>Service</u>	<u>CY23</u>
20.0%	10	25.0%
22.5%	11	27.5%
25.0%	12	30.0%
27.5%	13	32.5%
30.0%	14	35.0%
32.5%	15	37.5%
35.0%	16	40.0%
37.5%	17	42.5%
40.0%	18	45.0%
42.5%	19	47.5%
45.0%	20	50.4%
47.5%	21	53.3%
50.0%	22	56.2%
52.5%	23	59.1%
55.0%	24	62.0%
58.3%	25	65.3%
61.6%	26	68.6%
64.9%	27	71.9%
68.2%	28	75.2%
71.5%	29	80.0%
75.0%	30	85.0%

Only for Retirees age 65 or older

Years of Service	Option 4A	Option 4B
	CIGNA Med. Surround, Cigna	Kaiser Med Plus
	True Choice Med., and United	
	American	
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, 2023. 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 Organization approves such change.

Article XIIIWorking Conditions

Work Days

All workdays when the central and administrative offices are open shall be duty days for members employed on a twelve (12) month basis. All student days, when the schools are open, shall be duty days for members employed on a ten (10) month basis.

The school calendar has been established by the Board of Education in accordance with Section 7-103 of the <u>Annotated Code of the General Public Laws of Maryland</u> 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 OPE 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 OPE 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.

Compensatory Time

13.2.1 A twelve (12) or ten (10) month employee who is directed by a supervisor to work on a weekend, work on a designated public-school holiday, or work when schools and offices are closed due to inclement weather, or work when schools and offices are closed due to an emergency, shall receive hour-for-hour compensatory time. The compensatory time shall be awarded in 15-minute increments.

Employees must use compensatory time prior to using vacation time and/or personal business leave. Compensatory time must be approved by the supervisor prior to its use.

Employees who accrue compensatory time shall be permitted to use it at a time of their choosing as long as the employee's absence does not unduly disrupt or negatively impact business operations.

All unused compensatory time shall be paid to employees at the end of the fiscal year.

Probation

- 13.3 All new hires or employees promoted into the unit will serve a probationary period of six (6) months. The probationary period may be extended for an additional ninety (90) days upon the recommendation of the employee's immediate supervisor.
- **13.3.1** Supervisors shall advise employees of their probationary status, the length of their probation and the performance expectations for their positions. Supervisors shall provide employees with performance coaching and feedback throughout the probationary period and probation extension, if recommended.
- 13.3.2 A ninety (90) day written performance assessment shall be provided to all probationary employees during the regular probationary period. If a ninety (90) day extension is recommended, a forty-five (45) day written performance assessment shall be given. The written mid-term performance assessment shall, at a minimum, include commendations as well as any suggestions for performance improvement.
- **13.3.3** The probationary period may be frozen if the employee is absent from the worksite for more than two (2) consecutive weeks. The probationary period will resume upon the employee's return to the worksite and once performance can be evaluated. The time frozen will not be counted as part of the six (6) month initial probationary period or the ninety (90) day extension.
- 13.3.4 Prior to the completion of the initial probationary period, the probationary employee's supervisor will complete a written evaluation of the employee's performance and will notify the Division of Human Resources in writing as to whether the employee is being recommended for hire, extension of probation, or termination.
- 13.3.5 If extension is recommended, the supervisor will complete an evaluation of performance prior to the completion date of the extension and will notify the Division of Human Resources in writing as to whether the employee is to be hired or is to be terminated.
- **13.3.6** Whenever a regular employee is promoted or transferred to a different job classification, the employee shall again be placed in probationary status for a period of six (6) months. Should the employee's performance be unsatisfactory during this period, the employee shall be recommended for reassignment.
- **13.3.7** If the employee is absent from the worksite for more than two (2) consecutive weeks during the initial probationary period or extension, the probationary period or extension will be frozen. The probationary period will resume upon

the employee's return to the worksite and once performance can be evaluated. The time frozen will not be counted as part of the six (6) month initial probationary period or the ninety (90) day extension.

13.3.8 If recommended, an employee may be terminated during the probationary period and extension. An employee may appeal a termination to the board of education in accordance with Md. Code Ann., Ed. Art. § 4-205(c).

Article XIV Compensation

- **14.1** The salaries for members are set forth in Appendix A-1 and A-2.
- 14.2 In the event of a salary error, neither the Board nor OPE may claim salary adjustments for any more than the fiscal year in which the error is detected. When an administrator has been overpaid, they must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the employee's request, repayment deductions may begin immediately.

14.3 Doctorate Stipend

The Board will pay a one-thousand-dollar (\$1,000.00) stipend to OPE represented employees for the attainment of a Doctorate degree.

ARTICLE XV Effect of Agreement

Changes in Rules and Policies

All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement or 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 OPE 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. OPE agrees that it will abide by the provisions of the negotiations law.

ARTICLE XVI Duration of the Agreement

- 16.1 The provisions of this agreement shall be effective through June 30, 2026, as indicated in the following.
- **16.1.1** Effective July 1, 2023, fiscal year (FY) 24, all salary schedule steps contained in Appendix A will be increased by a two percent (2%) cost of living allowance (COLA). Salary scale steps shall be funded. Employees at the top of the scale will receive a two percent (2%) salary increase in addition to a two percent (2%) COLA. In addition, there will be no furloughs or layoffs of bargaining unit employees during FY24.
- 16.2 Unless the parties mutually agree to the contrary during negotiations, negotiable items will be as follows. For the FY25 successor agreement, negotiable items will be limited to two (2) articles, wages, and other rates of pay included in the agreement.

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:
Joelle Bielski
Lyle Patzkowsky
Jim Corns
Cris Blasetti
Doug Elmendorf, Ed.D.
Gabriel Da Graca
Kelly Hammond
Consultant:
Nick Argyros

Upon conclusion of the FY23 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, 2023.

APPENDIX A-1

Annual Salary Scale for Exempt 12-Month Employees Effective July 1, 2023

Divide the annual salary by 26.0 to obtain the biweekly salary

Step	Grade 01	Grade 02	Grade 03	Grade 04	Grade 05	Grade 06	Grade 07	Grade 08
01	58,033	61,502	65,179	69,073	73,207	77,587	82,229	87,151
02	59,195	62,732	66,482	70,457	74,674	79,139	83,873	88,892
03	60,379	63,986	67,813	71,865	76,169	80,722	85,550	90,672
04	61,587	65,266	69,168	73,302	77,690	82,336	87,262	92,486
05	62,817	66,570	70,552	74,769	79,245	83,982	89,006	94,337
06	64,074	67,901	71,964	76,264	80,830	85,662	90,787	96,223
07	65,355	69,261	73,403	77,788	82,447	87,375	92,604	98,146
08	66,664	70,646	74,870	79,344	84,096	89,123	94,456	100,109
09	67,997	72,059	76,369	80,931	85,777	90,906	96,344	102,111
10	69,358	73,500	77,895	82,551	87,492	92,725	98,272	104,153
11	70,744	74,970	79,453	84,199	89,243	94,578	100,237	106,238
12	72,160	76,470	81,042	85,885	91,028	96,471	102,242	108,361
13	73,602	77,999	82,663	87,602	92,849	98,401	104,286	110,528
14	75,075	79,559	84,317	89,356	94,706	100,368	106,371	112,739
15	76,575	81,150	86,002	91,143	96,600	102,376	108,499	114,994
16	78,108	82,774	87,721	92,966	98,532	104,425	110,669	117,295
17	79,669	84,428	89,477	94,825	100,504	106,512	112,882	119,639
18	81,262	86,117	91,266	96,722	102,512	108,642	115,141	122,035
19	82,888	87,838	93,090	98,655	104,563	110,816	117,443	124,473
20	84,546	89,596	94,952	100,628	106,654	113,032	119,792	126,962
21	86,235	91,389	96,853	102,641	108,786	115,293	122,188	129,502
22	87,963	93,216	98,790	104,694	110,963	117,599	124,632	132,091
23	89,719	95,081	100,767	106,787	113,181	119,950	127,125	134,734
24	91,513	96,983	102,782	108,923	115,445	122,349	129,668	137,429

APPENDIX A-1 (CONTINUED)

Step	Grade 09	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16
01	92,367	97,900	103,757	109,968	116,554	123,549	130,961	138,819
02	94,214	99,857	105,832	112,167	118,886	126,018	133,578	141,595
03	96,099	101,852	107,950	114,412	121,263	128,539	136,251	144,425
04	98,021	103,890	110,108	116,699	123,688	131,110	138,975	147,316
05	99,981	105,968	112,311	119,034	126,165	133,733	141,755	150,260
06	101,982	108,086	114,555	121,416	128,686	136,407	144,589	153,268
07	104,020	110,249	116,849	123,843	131,260	139,136	147,481	156,332
08	106,101	112,453	119,183	126,321	133,885	141,917	150,431	159,459
09	108,224	114,702	121,567	128,846	136,564	144,754	153,439	162,649
10	110,388	116,997	123,998	131,424	139,295	147,650	156,507	165,902
11	112,597	119,336	126,480	134,055	142,081	150,602	159,637	169,220
12	114,849	121,723	129,010	136,733	144,921	153,616	162,831	172,604
13	117,145	124,156	131,590	139,471	147,820	156,688	166,089	176,057
14	119,488	126,640	134,221	142,257	150,776	159,823	169,410	179,578
15	121,879	129,173	136,904	145,103	153,793	163,017	172,797	183,170
16	124,317	131,755	139,643	148,004	156,868	166,277	176,252	186,833
17	126,803	134,392	142,435	150,966	160,004	169,605	179,778	190,571
18	129,338	137,079	145,285	153,985	163,205	172,996	183,373	194,381
19	131,926	139,822	148,191	157,063	166,470	176,456	187,041	198,270
20	134,562	142,617	151,153	160,205	169,799	179,987	190,782	202,235
21	137,255	145,468	154,176	163,409	173,195	183,586	194,598	206,279
22	140,001	148,378	157,261	166,678	176,659	187,257	198,491	210,405
23	142,799	151,347	160,405	170,012	180,191	191,003	202,461	214,612
24	145,655	154,374	163,613	173,412	183,795	194,823	206,510	218,904

APPENDIX A-1 (CONTINUED)

Biweekly Salary Scale for Exempt 12-Month Employees Effective July 1, 2023

Divide the annual salary by 26.0 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
01	2,232.04	2,365.46	2,506.88	2,656.65	2,815.65	2,984.12	3,162.65	3,351.96
02	2,276.73	2,412.77	2,557.00	2,709.88	2,872.08	3,043.81	3,225.88	3,418.92
03	2,322.27	2,461.00	2,608.19	2,764.04	2,929.58	3,104.69	3,290.38	3,487.38
04	2,368.73	2,510.23	2,660.31	2,819.31	2,988.08	3,166.77	3,356.23	3,557.15
05	2,416.04	2,560.38	2,713.54	2,875.73	3,047.88	3,230.08	3,423.31	3,628.35
06	2,464.38	2,611.58	2,767.85	2,933.23	3,108.85	3,294.69	3,491.81	3,700.88
07	2,513.65	2,663.88	2,823.19	2,991.85	3,171.04	3,360.58	3,561.69	3,774.85
08	2,564.00	2,717.15	2,879.62	3,051.69	3,234.46	3,427.81	3,632.92	3,850.35
09	2,615.27	2,771.50	2,937.27	3,112.73	3,299.12	3,496.38	3,705.54	3,927.35
10	2,667.62	2,826.92	2,995.96	3,175.04	3,365.08	3,566.35	3,779.69	4,005.88
11	2,720.92	2,883.46	3,055.88	3,238.42	3,432.42	3,637.62	3,855.27	4,086.08
12	2,775.38	2,941.15	3,117.00	3,303.27	3,501.08	3,710.42	3,932.38	4,167.73
13	2,830.85	2,999.96	3,179.35	3,369.31	3,571.12	3,784.65	4,011.00	4,251.08
14	2,887.50	3,059.96	3,242.96	3,436.77	3,642.54	3,860.31	4,091.19	4,336.12
15	2,945.19	3,121.15	3,307.77	3,505.50	3,715.38	3,937.54	4,173.04	4,422.85
16	3,004.15	3,183.62	3,373.88	3,575.62	3,789.69	4,016.35	4,256.50	4,511.35
17	3,064.19	3,247.23	3,441.42	3,647.12	3,865.54	4,096.62	4,341.62	4,601.50
18	3,125.46	3,312.19	3,510.23	3,720.08	3,942.77	4,178.54	4,428.50	4,693.65
19	3,188.00	3,378.38	3,580.38	3,794.42	4,021.65	4,262.15	4,517.04	4,787.42
20	3,251.77	3,446.00	3,652.00	3,870.31	4,102.08	4,347.38	4,607.38	4,883.15
21	3,316.73	3,514.96	3,725.12	3,947.73	4,184.08	4,434.35	4,699.54	4,980.85
22	3,383.19	3,585.23	3,799.62	4,026.69	4,267.81	4,523.04	4,793.54	5,080.42
23	3,450.73	3,656.96	3,875.65	4,107.19	4,353.12	4,613.46	4,889.42	5,182.08
24	3,519.73	3,730.12	3,953.15	4,189.35	4,440.19	4,705.73	4,987.23	5,285.73

APPENDIX A-1 (CONTINUED)

Step	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	3,552.58	3,765.38	3,990.65	4,229.54	4,482.85	4,751.88	5,036.96	5,339.19
02	3,623.62	3,840.65	4,070.46	4,314.12	4,572.54	4,846.85	5,137.62	5,445.96
03	3,696.12	3,917.38	4,151.92	4,400.46	4,663.96	4,943.81	5,240.42	5,554.81
04	3,770.04	3,995.77	4,234.92	4,488.42	4,757.23	5,042.69	5,345.19	5,666.00
05	3,845.42	4,075.69	4,319.65	4,578.23	4,852.50	5,143.58	5,452.12	5,779.23
06	3,922.38	4,157.15	4,405.96	4,669.85	4,949.46	5,246.42	5,561.12	5,894.92
07	4,000.77	4,240.35	4,494.19	4,763.19	5,048.46	5,351.38	5,672.35	6,012.77
08	4,080.81	4,325.12	4,583.96	4,858.50	5,149.42	5,458.35	5,785.81	6,133.04
09	4,162.46	4,411.62	4,675.65	4,955.62	5,252.46	5,567.46	5,901.50	6,255.73
10	4,245.69	4,499.88	4,769.15	5,054.77	5,357.50	5,678.85	6,019.50	6,380.85
11	4,330.65	4,589.85	4,864.62	5,155.96	5,464.65	5,792.38	6,139.88	6,508.46
12	4,417.27	4,681.65	4,961.92	5,258.96	5,573.88	5,908.31	6,262.73	6,638.62
13	4,505.58	4,775.23	5,061.15	5,364.27	5,685.38	6,026.46	6,388.04	6,771.42
14	4,595.69	4,870.77	5,162.35	5,471.42	5,799.08	6,147.04	6,515.77	6,906.85
15	4,687.65	4,968.19	5,265.54	5,580.88	5,915.12	6,269.88	6,646.04	7,045.00
16	4,781.42	5,067.50	5,370.88	5,692.46	6,033.38	6,395.27	6,778.92	7,185.88
17	4,877.04	5,168.92	5,478.27	5,806.38	6,154.00	6,523.27	6,914.54	7,329.65
18	4,974.54	5,272.27	5,587.88	5,922.50	6,277.12	6,653.69	7,052.81	7,476.19
19	5,074.08	5,377.77	5,699.65	6,040.88	6,402.69	6,786.77	7,193.88	7,625.77
20	5,175.46	5,485.27	5,813.58	6,161.73	6,530.73	6,922.58	7,337.77	7,778.27
21	5,279.04	5,594.92	5,929.85	6,284.96	6,661.35	7,061.00	7,484.54	7,933.81
22	5,384.65	5,706.85	6,048.50	6,410.69	6,794.58	7,202.19	7,634.27	8,092.50
23	5,492.27	5,821.04	6,169.42	6,538.92	6,930.42	7,346.27	7,786.96	8,254.31
24	5,602.12	5,937.46	6,292.81	6,669.69	7,069.04	7,493.19	7,942.69	8,419.38

APPENDIX A-2

Annual Salary Scale for Exempt 10-Month Cafeteria Managers Effective July 1, 2023

Divide the annual salary by 21.5 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
01	31,188	33,049	35,020	37,110	39,323	41,676	44,165	46,803	49,602	52,565
02	31,811	33,709	35,719	37,852	40,112	42,510	45,049	47,738	50,593	53,616
03	32,449	34,384	36,433	38,610	40,913	43,360	45,950	48,694	51,605	54,689
04	33,098	35,071	37,162	39,381	41,733	44,227	46,869	49,667	52,637	55,783
05	33,760	35,774	37,905	40,170	42,566	45,112	47,805	50,662	53,691	56,899
06	34,434	36,488	38,664	40,973	43,419	46,014	48,761	51,673	54,764	58,035
07	35,125	37,219	39,436	41,792	44,287	46,933	49,737	52,709	55,859	59,197
08	35,826	37,964	40,228	42,629	45,173	47,872	50,733	53,761	56,974	60,381
09	36,543	38,724	41,033	43,483	46,079	48,829	51,747	54,837	58,115	61,589
10	37,273	39,497	41,853	44,351	46,998	49,807	52,782	55,935	59,277	62,819
11	38,021	40,287	42,689	45,239	47,939	50,802	53,836	57,054	60,463	64,077
12	38,780	41,093	43,544	46,143	48,898	51,820	54,914	58,195	61,671	65,358
13	39,557	41,915	44,415	47,067	49,876	52,854	56,012	59,359	62,905	66,666
14	40,347	42,754	45,304	48,009	50,873	53,912	57,131	60,546	64,163	67,999
15	41,155	43,609	46,208	48,967	51,889	54,990	58,275	61,759	65,447	69,361
16	41,979	44,481	47,134	49,946	52,928	56,091	59,439	62,993	66,755	70,747
17	42,819	45,371	48,076	50,947	53,988	57,213	60,629	64,253	68,090	72,162
18	43,673	46,277	49,038	51,965	55,068	58,356	61,841	65,537	69,452	73,604
19	44,546	47,203	50,020	53,004	56,169	59,523	63,078	66,850	70,842	75,077
20	45,439	48,147	51,019	54,064	57,292	60,714	64,339	68,186	72,259	76,579
21	46,347	49,111	52,040	55,146	58,440	61,928	65,626	69,550	73,705	78,111
22	47,273	50,093	53,081	56,249	59,609	63,168	66,938	70,940	75,178	79,672
23	48,219	51,095	54,142	57,373	60,799	64,429	68,277	72,359	76,681	81,266
24	49,183	52,117	55,225	58,520	62,015	65,718	69,643	73,806	78,215	82,891

APPENDIX A-2 (CONTINUED)

Biweekly Salary Scale for Exempt 10-Month Cafeteria Managers Effective July 1, 2023

Divide the annual salary by 21.5 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
01	1,450.60	1,537.16	1,628.84	1,726.05	1,828.98	1,938.42	2,054.19	2,176.88	2,307.07	2,444.88
02	1,479.58	1,567.86	1,661.35	1,760.56	1,865.67	1,977.21	2,095.30	2,220.37	2,353.16	2,493.77
03	1,509.26	1,599.26	1,694.56	1,795.81	1,902.93	2,016.74	2,137.21	2,264.84	2,400.23	2,543.67
04	1,539.44	1,631.21	1,728.47	1,831.67	1,941.07	2,057.07	2,179.95	2,310.09	2,448.23	2,594.56
05	1,570.23	1,663.91	1,763.02	1,868.37	1,979.81	2,098.23	2,223.49	2,356.37	2,497.26	2,646.47
06	1,601.58	1,697.12	1,798.33	1,905.72	2,019.49	2,140.19	2,267.95	2,403.40	2,547.16	2,699.30
07	1,633.72	1,731.12	1,834.23	1,943.81	2,059.86	2,182.93	2,313.35	2,451.58	2,598.09	2,753.35
08	1,666.33	1,765.77	1,871.07	1,982.74	2,101.07	2,226.60	2,359.67	2,500.51	2,649.95	2,808.42
09	1,699.67	1,801.12	1,908.51	2,022.47	2,143.21	2,271.12	2,406.84	2,550.56	2,703.02	2,864.60
10	1,733.63	1,837.07	1,946.65	2,062.84	2,185.95	2,316.60	2,454.98	2,601.63	2,757.07	2,921.81
11	1,768.42	1,873.81	1,985.53	2,104.14	2,229.72	2,362.88	2,504.00	2,653.67	2,812.23	2,980.33
12	1,803.72	1,911.30	2,025.30	2,146.19	2,274.33	2,410.23	2,554.14	2,706.74	2,868.42	3,039.91
13	1,839.86	1,949.53	2,065.81	2,189.16	2,319.81	2,458.33	2,605.21	2,760.88	2,925.81	3,100.74
14	1,876.60	1,988.56	2,107.16	2,232.98	2,366.19	2,507.53	2,657.26	2,816.09	2,984.33	3,162.74
15	1,914.19	2,028.33	2,149.21	2,277.53	2,413.44	2,557.67	2,710.47	2,872.51	3,044.05	3,226.09
16	1,952.51	2,068.88	2,192.28	2,323.07	2,461.77	2,608.88	2,764.60	2,929.91	3,104.88	3,290.56
17	1,991.58	2,110.28	2,236.09	2,369.63	2,511.07	2,661.07	2,819.95	2,988.51	3,166.98	3,356.37
18	2,031.30	2,152.42	2,280.84	2,416.98	2,561.30	2,714.23	2,876.33	3,048.23	3,230.33	3,423.44
19	2,071.91	2,195.49	2,326.51	2,465.30	2,612.51	2,768.51	2,933.86	3,109.30	3,294.98	3,491.95
20	2,113.44	2,239.40	2,372.98	2,514.60	2,664.74	2,823.91	2,992.51	3,171.44	3,360.88	3,561.81
21	2,155.67	2,284.23	2,420.47	2,564.93	2,718.14	2,880.37	3,052.37	3,234.88	3,428.14	3,633.07
22	2,198.74	2,329.91	2,468.88	2,616.23	2,772.51	2,938.05	3,113.40	3,299.53	3,496.65	3,705.67
23	2,242.74	2,376.51	2,518.23	2,668.51	2,827.86	2,996.70	3,175.67	3,365.53	3,566.56	3,779.81
24	2,287.58	2,424.05	2,568.60	2,721.86	2,884.42	3,056.65	3,239.21	3,432.84	3,637.91	3,855.40

APPENDIX B

Annual and Bi-Weekly Medical, Dental, & Vision for Full-Time Employees

Years of Service	Total Premium (\$)	Board Share (\$)	FTE 1.0 Share (\$)	Bi-Weekly
Cigna Open Access Plus In-Network (OAPIN)				Di Weekiy
Individual	\$9,070.68	\$7,710.08	\$1,360.60	\$68.03
Parent/Child	\$17,972.04	\$15,276.23	\$2,695.81	\$134.79
Two Adults	\$21,646.44	\$18,399.47	\$3,246.97	\$162.35
Family	\$24,405.84	\$20,744.96	\$3,660.88	\$183.04
Kaiser Permanente HMO				
Individual	\$9,639.72	\$8,193.76	\$1,445.96	\$72.30
Parent/Child(ren)	\$19,098.24	\$16,233.50	\$2,864.74	\$143.24
Two Adults	\$23,003.28	\$19,552.79	\$3,450.49	\$172.52
Family	\$25,935.60	\$22,045.26	\$3,890.34	\$194.52
Cigna Open Access Plus In and Out-of-Net	work (OAP)			work (OAP)
Individual	\$10,296.12	\$7,722.09	\$2,574.03	\$128.70
Parent/Child	\$20,399.28	\$15,299.46	\$5,099.82	\$254.99
Two Adults	\$24,570.00	\$18,427.50	\$6,142.50	\$307.13
Family	\$27,701.76	\$20,776.32	\$6,925.44	\$346.27
CareFirst Regional Dental PPO				
Individual	\$357.48	\$232.36	\$125.12	\$6.26
Parent/Child or Two Adults	\$774.60	\$503.49	\$271.11	\$13.56
Family	\$1,174.32	\$763.31	\$411.01	\$20.55
CareFirst Regional Dental Traditional				
Individual	\$406.80	\$232.36	\$174.44	\$8.72
Parent/Child or Two Adults	\$852.96	\$503.49	\$349.47	\$17.47
Family	\$1,432.68	\$763.31	\$669.37	\$33.47
Cigna Dental DHMO				
Individual	\$465.48	\$232.36	\$233.12	\$11.66
Parent/Child(ren) or Two Adults	\$892.44	\$503.49	\$388.95	\$19.45
Family	\$1,341.60	\$763.31	\$578.29	\$28.91
National Vision Administrators (NVA)				
Individual (Free if FTE is 0.5 or greater)	\$25.08	\$25.08	\$0.00	\$0.00
Parent/Child, Two Adults, or Family	\$96.12	\$25.08	\$71.04	\$3.55

APPENDIX C BOARD OF EDUCATION AND ORGANIZATION OF PROFESSIONAL EMPLOYEES OF BALTIMORE COUNTY GRIEVANCE REPORT FORM

Official Use Only (For clear copies, please type or use ball point pen) Level I filed with _____ Grievance No. Date Grievance Occurred _____ Level Processed (circle one) Informal I II III Date Grievance Filed _____ Name of Grievant _____ School or Office Home Address _____ Home Phone _____ **Nature of Grievance** (Attach additional sheets, if needed. Indicate Article and Section of Master Agreement deemed to be violated.) **Remedy Sought**

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

APPENDIX D OPE Classifications (FOR INFORMATION ONLY – CLASSES ARE NOT NEGOTIABLE)

Classification	Name	Classification	Name
V11020	Accountant II	V13221	Analyst, Security User Management
V11021	Accountant III	V13222	Network Analyst, VOIP
V11030	Fiscal Officer	V13224	Network Analyst Radio Wireless Comm
V11040	Analyst I, Fiscal	V13230	Manager, Computer Network Support
V11050	Analyst II, Fiscal	V13231	Web Developer
V11060	Analyst III, Fiscal	V1325	Network Administrator
V11072	Audit Manager	V1326	Software Eng-Internet/Intranet App
V11074	Senior Auditor	V12361	SR Software Engineer
V11110	Supv I, Fiscal	V13270	Technical Trainer
V11120	Supv II, Fiscal	V13280	Manager, Project Management
V11130	Supv III, Fiscal	V13282	IT Project Management Specialist
V11137	Manager, Accounting	V13284	IT Business Manager
V11141	Payroll Supervisor	V13285	IT Business Process Analyst
V11142	Third Party Supervisor	V1329	Specialist, Data
V11143	Payroll Analyst	V13290	Senior Business Analyst
V11150	Autism Waiver Facilitator	V1330	Supervisor, PC/Operations
V11152	Data Analyst	V13301	Team Leader, Production Control Oper.
V11155	Third Party Billing System	V1332	Area Support Rep
V11170	Spec, Third Party Billing	V1333	Area Team Leader, Technology
V13020	Analyst I, Programmer	V13330	Facilitator, Digital Learning
V13021	Information Security Engineer	V13335	Supervisor, Technology Support
V13025	ERP Infrastructure Engine	V1334	Supervisor, Repair Shop
V13027	ERP Database Administrator	V1335	Systems Engineering Supervisor
V13030	Analyst II, Programmer	V1336	Enterprise Systems Engineer
V13040	Analyst III, Programmer	V13368	SR Enterprise Data Engineer
V13044	Team Leader, Technical Support	V13369	SR Business Intelligence Engineer
V13045	Team Leader, Telecommunication	V1337	Analyst, Audio Visual Technology
V13046	Team Leader, Business System Admin	V1338	Tech Support Desktop Engineer
V13047	HRM Systems Administrator	V1339	Technology Support Analyst
V13049	Team Leader, Business APP Dev	V13391	IT Analyst Tech Support
V13110	Network Rep I, Food Serv	V1340	Data Spec/Business Analyst
V13120	Network Tech I	V13400	Manager, ERP Systems Eng. & Ops.
V13150	Business Systems Support Analyst	V13402	Supervisor, ERP Systems Eng. & Ops.
V13155	Business Systems Software Engineer	V13544	Supervisor, Enterprise Security Management
V13157	SR Business Systems Software Eng.	V13545	Supervisor, Enterprise Telecommunications
V13158	JR Business Systems Software Eng.	V13601	SR Student Info Reporting Analyst
V13160	Prof Development Tech Trainer	V13602	Student Information Report Analyst
V13165	Spec, Technology Training	V14000	Manager, Education Channel
V13170	Spec, Security User Management	V14011	Graphic Designer
V1318	Network Tech III	V14019	Associate TV Producer
V13181	Supervisor Network Field Opers	V14040	TV Producer III
V13183	Supervisor, App Sup & Trng	V14060	TV Producer-Director
V13184	Supervisor, Quality Assurance	V15000	Dietician, Food and Nutrition Services
V13185	Supervisor, Student Data and Rpt	V15000 V15011	Area Supervisor, Food Services
V13186	Supervisor, Sol Dev & Sys Mgt	V15011 V15020	Supervisor, Food Services
V13187	Supervisor, Application Implementation	V15020 V15040	Manager II-Cafeteria
V13190	Manager, Custom Support	V15050	Manager III-Cafeteria
V13190 V13200	Spec, Tech Database	V15060	Manager IV-Cafeteria
V13200 V1322	Network Tech II	V15070	Food Service Equip Assistant
V13220 V13220	Network Analyst, Network Support	V15070 V15071	Supervisor, FS Facilities and Equipment
V 1344U	recivors marysi, network support	V 150/1	supervisor, its facilities and Equipment

Classification	Name	Classification	Name
V15080	Supervisor, SR Oper/Food Services	V16370	Supv, SR OPS/Inspect-Code Enf
V15081	Manager, Food Services Operations	V16380	Supv, SR OPS/Electrical
V1509	Vending Rep, Food Services	V16390	Spec Assist, Energy Management
V15090	Supervisor, Food Service Network	V16391	Manager, Energy and Sustainability
V15091	Supervisor, Food Service Bus. Sys.	V16392	Analyst, Energy Management
V16010	SR Project Architect	V16400	SUPV, SR OPS/Gen Maintenance
V16020	Specialist, Environment	V16401	Special Asst, Comprehen. Maintenance
V16022	Industrial Hygienist II	V16411	Manager, Facilities Maintenance
V16023	Industrial Hygienist I	V16412	Assistant Manager Maintenance
V16030	Field Rep, Building Serv	V16420	Supv, SR OPS/Mechanical
V16031	Supervisor, Building Operations	V16425	Supv, SR OPS/HVAC BA
V16040	Field Rep, Construction	V16427	Supv, SR OPS/Plumbing Services
V16050	Field Rep, Inspect Code ENFORC	V16430	Supv, SR OPS/Roof-Relocatable
V16051	Field Rep, Safety & Security	V16440	SUPV, SR OPS/Main Customer Serv
V16060	Field Rep, Electronics	V1645	Field Rep, Electrical
V16070	Field Rep, Fire and Security Systems	V16460	Field Rep, Contract Maintenance
V16071	Security Systems Analyst	V16470	Supervisor, Office of Grounds
V16075	SR Opers. Supervisor Bldg. Security	V16471	Manager, Facilities Grounds
V16080	Field Rep, Floor/Ceiling	V1648	Supv, SR OPS/Contract Maintenance
V16090	Field Rep, General Maintenance	V16490	SR Supervisor, Construction & Improv
V16091	Field Rep, Roof & Relocatable	V16500	Administrator, Engineer and Construction
V16100	Grounds, Supervisor	V16501	Asst Admin, Engineer/Construct
V16110	Field Rep, Grounds/Equip	V16502	Manager, Design
V1612	Field Rep/Mechanical	V16504	Manager, Construction
V16130	Field Rep, Paint/Glaze	V16506	Manager, Planning
V16140	Field Rep/Plumbing	V16510	Designer, Mechanical Engineer
V16145	Field Rep/HVAC	V16520	Senior Designer, Engineering
V16150	Field Rep/Utility	V16530	Engineer, Electrical
V16151	Field Rep, Bldg. Automation Sys	V16540	Engineer, Civil
V16160	Inspector, Chief	V16550	Project Engineer, Mechanical
V16180	Supervisor, Call Center Operations	V1656	Supervisor, Civil Engineering
V16181	Security Building Security Patrol	V16570	Engineer, SR/Project
V16201	Manager, Facility Operations	V16580	Manager, Construct/Renovations
V1624	Supervisor I, Inventory	V16590	Specialist, Construction
V16240	Analyst I, System	V16591	Project Specialist
V16259	Supv, Contract Main Operations	V16600	Supv, Engineer/Structure
V16260	Supv, Architect	V16610	Senior Project Manager
V16270	Supv, Environmental Services	V16611	Project Manager
V16271	Loss Control Specialist	V1662	Spec Asst, Construct Contract
V16280	Supv, Operations/Distribution	V16630	Supv, Contract Maintenance
V16290	Supv, Roofing/Relocatable	V16700	Manager, Facilities Solutions
V16300	Supv, Distribution Center	V16702	Supervisor, Facilities Info Systems
V16310	Supv, Shop/Distribution	V16704	Specialist, Facilities Solutions
V16321	Sr. Operations Supervisor, Logistics	V17020	Supervisor, Warehouse
V16321 V16322	Supervisor, Mail Operations	V17020 V17030	Supv, Shop/Trans
V16324	Supervisor, Transportation Operation	V17035 V17035	Transportation Liaison, Special Education
V16324 V16330	Supv, Shop/General Maintenance	V17033 V17040	Supv, SR Oper/Trans
V16350 V16350	Supv, Special Projects	V17040 V17042	Field Rep, Transportation
V16360	Supv, SR OPS/Building Services	V17042 V17045	Customer Service & Comm. Specialist
V16360 V16362	Supv, SR OPS/Business	V17043 V17047	Training Supervisor, Transportation
, 10302	Sup 1, SIC SI S/ Business	11/01/	Training Supervisor, Transportation

V17050Supv, Trans/FleetV18291Facilitator, Health ServicesV17051Senior Fleet SupervisorV18301Manager, LogisticsV17055Business Manager, TransportationV18311Manager, Employee BenefitsV17060Supv, Trans/MaintV18330Manager, Employee Abs & Risk Manage.V17061Fleet Technician, SupervisorV18331Field Rep, Loss ControlV17070Assistant Director, TransportationV18335Manager HR StaffingV17110Specialist, Grant WritingV18337Manager HR Information SystemsV17111Grants Compliance SpecialistV18360SR Purchasing AgentV17120Analyst, PlanningV18362Purchasing AgentV17125Section of Planting Purchasing AgentV18364
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V17111 Grants Compliance Specialist V18360 SR Purchasing Agent V17120 Analyst, Planning V18362 Purchasing Agent
V17120 Analyst, Planning V18362 Purchasing Agent
V17125 Spec, Strategic Planning V18364 Minority Business Ent Officer
V17131 Specialist, Insurance & Risk Manag. V1838 Parent/Community Liaison
V17132 Worker's Compensation Specialist V1840 Communications Specialist I
V17142 HR Case Manager Absence Manag. V1841 Communications Specialist II
V17200 Spec, Emergency Management V1843 Specialist, Design & Digital Media
V17203 Manager, Emergency Services V1860 Project Specialist I, Parent Engagement
V17301 Coordinator, Student Behavior V1870 Project Specialist II, Parent Engagement
V17310 Manager, School Safety V18701 Program Specialist
V17320 Specialist, Behavior Analyst V19300 SR Research Writer
V18011 Certification Analyst V19500 Manager Fiscal Services
V18035 HR Specialist, Classification V20000 Specialist, Education Foundation
V18051 Investigate/Records Mngmt. Officer V24000 Community School Facilitator
V18053 HR Specialist Investigations V25001 Manager Enterprise Sol Dev & Implement
V18056 Retirement & Leaves Specialist V25003 Manager Enterprise Systems Management
V18057 Position Management, Supervisor V25100 Specialist Student Information System
V18058 HR Specialist, Benefits V25200 Specialist Systems Analysis
V18060 EEO Officer V25300 Cloud Applications Engineer
V18065 HR Management Analyst V25400 SR Application Administrator
V1807 Position Management Supervisor V26000 Supervisor Master Scheduling
V18070 HR Officer, Staffing V27000 Records Management Specialist
V18074 HR Analyst, Staffing V32003 Coordinator, Research Acct & Assess
V18075 HR Analyst, Wellness V32004 Manager, HR Employee Training and Dev.
V18090 HR Officer, Information Systems V32500 Research Analyst
V18091 Supervisor, Investigation & Records Mgmt V33400 Supervisor, Organizational Development
V18092 Supervisor, Temporary Services V33401 Supervisor, Research Acct & Assess
V18093 Supervisor, HR Staffing V33402 Supervisor, Special Educ Grants
V18095 Manager, Certification V33410 Supervisor, Peer Assistance and Review
V18200 Analyst, Contract Maintenance V35301 Specialist, Research Acct & Assess
V18210 Communications Officer V35302 Spec, Equality, and Cultural Proficiency
V18211 Senior Communications Officer V36000 Facilitator, TI Private School Programs
V18268 Title IX Coordinator V46700 Engineer, Project
V18270 Specialist, EAP V50001 Manager Business Operations
V18273 Manager, Employee and Student Hearings V76700 Accountant I
V18280 Supervisor, Copy & Print

Appendix E

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

Original Base Amounts

PRE-MEDICAL	RE RETIREES
Base Allowance	per Years of Service
\$150.00	\$225.00

MEDICARE RETIREES <u>Base Allowance per Years of Service</u> \$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 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%
FY 2024 Adjustment (Calendar Year 2022 CPI)	6.5%

Index

Absence for Maternity	12
Absences and Leaves	12
Academic Activities	12
Adoption Leave	12
Appeals - Unified Sick Leave Bank	17
Basic Plan Life Insurance	20
Benefits	20
Bereavement Leave	12
Board Rights	7
Child Rearing Leave	13
Close Relative	4
Compensation	25
Compensation, Sabbatical	15
Compensatory Time	24
Court-related Leave	16
Definitions	4
Dental Insurance	23
Distribution of Agreement	9
Doctorate Stipend	25
Duration of the Agreement	25
Effect of Agreement	25
Emergency Items	9
Evaluation	10
Family Illness	12
Files	7
Fiscal Renegotiation	9
Flexible Spending Accounts	20
Grievance Procedure	18
Health Care Options	21
Health Insurance - Family of Deceased Employee	22
Health Insurance - Retired Members	22
Hearing Aids, Adult	21
Immediate Family	4
Impasse, Time Limit	8
Individual Contracts	25
Insurance Plan Carriers	23
Interschool Mail	6
Leave for OPE Business	18
Legal Authority	7
Managerial Rights	7
	9
Meeting Places Meetings	9
Meetings Member Protection	-
Member's Protection	11
	7
Military Leave	13
Negotiation Procedures	8
Negotiators, Designation of	8
Non-arbitrable	9
Organization Rights and Responsibilities	5
Payroll Deduction, Dues	5
Personal Business Leave	15
Personal Injury Leave	17
Physical Attack	11

Prescription Drugs	21
Probation	24
Procedure in Case of Threat and/or Physical Attack	11
Professional Rights and Privileges	7
Promotion and Assignment	10
Property Loss - Battery	19
Property Loss - General	19
Proposals, Negotiations	8
Ratification	9
Reassignment	10
Recognition	5
Reimbursement	19
Reimbursement, Transportation	20
Reimbursement, Tuition	20
Religious Holiday and Religious Leave	15
Representation	6
Representation Fee	6
Rules and Policies, Changes in	25
School-based Administrative Positions	10
School Calendar	6
Sick Leave	14
Study Leave - Sabbatical	14
Subcontracting	7
Superintendent-OPE Meeting	6
Threat	11
Unified Sick Leave Bank	16
Unusual or Imperative Leave	15
Use of Facilities	6
Vacation	18
Vision Insurance	23
Work Days	23
Work Hours	23
Working Conditions	23

FOR THE BOARD OF EDUCATION OF BALTIMORE COUNTY:
Jane Lichter, Board Chair
Myriam Yarbrough, Ed.D., Superintendent
FOR THE BALTIMORE COUNTY PUBLIC SCHOOLS ORGANIZATION OF PROFESSIONAL EMPLOYEES (BCPSOPE):
Nick Argyros, President
Lyle Patzkowsky (Jun 30, 2023 10:12 EDT) Lyle Patzkowsky, Chief Negotiator

BCPSOPE MA 23-24

Final Audit Report 2023-06-30

Created: 2023-06-29

By: Danielle Peregoy (dperegoy@bcps.org)

Status: Signed

Transaction ID: CBJCHBCAABAAV50dENeZCnX5DCA_IJ6uUJdj1LMRP0VM

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- Document e-signed by Lyle Patzkowsky (Ipatzkowsky@comcast.net)
 Signature Date: 2023-06-30 2:12:48 PM GMT Time Source: server- IP address: 73.212.111.147
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