

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Baltimore County Public Schools Organization**  
**of Professional Employees (BCPSOPE)**

---

Summary of Tentative Agreements

**Article VII**  
**Evaluation**

- 7.6 The member shall **RECEIVE** [~~be given a copy of~~] the completed **ELECTRONIC** [~~written~~] evaluation and will be given three (3) duty days to sign and **SUBMIT** [~~return~~] the evaluation. The member's signature indicates receipt of the evaluation but not necessarily agreement with the evaluation. **A VIRTUAL OR IN PERSON EVALUATION CONFERENCE WILL BE HELD.**

**Explanation/Rationale:**

**Ensures that members receive a written evaluation, and a face-to-face conference is held to review/discuss the evaluation.**

**Article IX**  
**Absences and Leaves**

**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.

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Baltimore County Public Schools Organization**  
**of Professional Employees (BCPSOPE)**

---

Summary of Tentative Agreements

**EMPLOYEES WHO HAVE BEEN OR WILL BE ABSENT FOR TEN (10) OR MORE CONSECUTIVE DAYS WILL ENTER THE INTEGRATED DISABILITY MANAGEMENT (IDM) PROGRAM, WHICH IS MANAGED THROUGH THE OFFICE OF EMPLOYEE ABSENCE AND RISK MANAGEMENT.**

~~[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.]~~

**Explanation/Rationale:**

**Modified to ensure that actual practice/procedures are specified in the Master Agreement.**

**Personal Business Leave**

- 9.11 Each employee shall be entitled to up to **SEVEN (7)** ~~[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~~

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Baltimore County Public Schools Organization**  
**of Professional Employees (BCPSOPE)**

---

Summary of Tentative Agreements

~~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.]~~

**Explanation/Rationale:**

**Personal business days will increase from 5 to 7, enabling a member to use personal business days for religious holidays/leaves. Therefore, 9.12 is no longer needed in the Master Agreement.**

**Vacation**

**9.16** Twelve-month employees accrue annually twenty (20) days of vacation. Vacation will be capped at **FIFTY (50)** [~~forty five (45)~~] days. [~~At the end of the fiscal year,~~] **A**[a]ccrued vacation in excess of **FIFTY (50)** [~~forty five (45)~~] days shall convert to **ROLLED** [~~personal illness~~] leave. Upon separation from service, employees will be paid for all unused vacation based on salary in effect at the time of separation. This vacation payout will be capped at **FIFTY (50)** [~~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

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Baltimore County Public Schools Organization**  
**of Professional Employees (BCPSOPE)**

---

Summary of Tentative Agreements

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.

**Explanation/Rationale:**

**Increasing the number of vacation days that can be capped from 45 to 50, enabling 12-month employees to preserve more vacation days.**

**Article XIII**  
**Working Conditions**

**Work Days**

- 13.1 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 Annotated Code of the General Public Laws of Maryland and except in case of emergency, members will not be required to work on the holidays designated by the Board and listed on the School Calendar.

The Board may designate additional days as holidays when the school calendar is adopted.

**AN ACTIVE EMPLOYEE IS DEFINED AS AN EMPLOYEE WHO IS CURRENTLY WORKING, ON PAID LEAVE, OR ON SICK LEAVE BANK.**

**IF AN EMPLOYEE IS ABSENT IN UNPAID STATUS ON THEIR DUTY DAY PRIOR TO (A) HOLIDAY(S) AND THEIR DUTY DAY FOLLOWING (A) HOLIDAY(S), NO SALARY PAYMENT WILL BE PAID FOR SUCH (A) HOLIDAY(S). A NEW EMPLOYEE OR AN EMPLOYEE RETURNING FROM**

**LEAVE SHALL NOT BE ELIGIBLE FOR HOLIDAY PAY UNLESS THEY HAVE BEEN IN PAID STATUS ON THE DUTY DAY IMMEDIATELY PRIOR TO THE HOLIDAY. AN EMPLOYEE WHO RESIGNS OR IS TERMINATED PRIOR TO A HOLIDAY SHALL NOT BE PAID FOR THAT HOLIDAY.**

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Baltimore County Public Schools Organization**  
**of Professional Employees (BCPSOPE)**

---

Summary of Tentative Agreements

**Explanation/Rationale:**

Clarifying definition of active employee on paid status versus an employee on unpaid status and conditions required for receiving holiday pay.

**PROFESSIONAL DEVELOPMENT**

**13.3 EMPLOYEES MAY USE THEIR KNOWLEDGE AND EXPERTISE TO DESIGN AND DELIVER PROFESSIONAL DEVELOPMENT COURSES AND WORKSHOPS. THIS WORK, IN ITS ENTIRETY, WILL BE DONE OUTSIDE THE EMPLOYEE'S DUTY DAY. THE RATE OF PAY FOR PRESENTERS IS FORTY-SIX DOLLARS AND THIRTY-FOUR CENTS (\$46.34) PER HOUR.**

**THIS RATE SHALL INCREASE IN SUBSEQUENT YEARS BY THE SAME PERCENTAGE INCREASE APPLIED TO THE BASIC SALARY SCHEDULE.**

**Explanation/Rationale:**

Enables members to design and deliver professional development specifying when the PD is to be delivered, and the compensation that the employee will receive.

*Renumber subsequent articles.*

**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. **ANOTHER PERFORMANCE ASSESSMENT SHALL BE PROVIDED AT THE CULMINATION OF THE PROBATIONARY PERIOD, OR IF APPLICABLE, UPON TERMINATION.**

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

**Explanation/Rationale:**

Ensures that probationary employees receive a written evaluation at the end of his/her probationary period. In addition, allows for the probationary employee to be terminated at any time during the 6-month probationary period or if extended an additional 90 days.

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Baltimore County Public Schools Organization**  
**of Professional Employees (BCPSOPE)**

---

Summary of Tentative Agreements

**ARTICLE XVI**  
**Duration of the Agreement**

16.1 The provisions of this agreement shall be effective through June 30, ~~2027~~[2026], as indicated in the following.

**16.1.1 YEAR 1 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2024 (FY25), THE VALUE OF THE 10 AND 12-MONTH PAY SCALES SHALL BE INCREASED BY 3%. STEPS SHALL NOT BE FUNDED.**

~~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.~~

**16.1.2 YEAR 2 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2025 (FY26), ALL BCPSOPE REPRESENTED EMPLOYEES SHALL ADVANCE ONE STEP ON THEIR PAY SCALE AND STEP 25 SHALL BE ADDED TO THE 10 AND 12-MONTH PAY SCALES. EFFECTIVE JULY 1, 2025 (FY26), THE VALUE OF THE 10 AND 12-MONTH PAY SCALES SHALL BE INCREASED BY 2.75%.**

**16.1.3 YEAR 3 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2026 (FY27), THE VALUE OF THE 10 AND 12-MONTH PAY SCALES SHALL BE INCREASED BY 4.7%. EMPLOYEES WILL REMAIN ON THEIR CURRENT STEP.**

**16.2 THERE SHALL BE NO FURLOUGHS OR LAYOFFS OF BARGAINING UNIT EMPLOYEES THROUGH FY27.**

**16.3[2] BOTH PARTIES SHARE THE GOAL TO NEGOTIATE A MINIMUM OF A THREE (3) YEAR WAGE PACKAGE. EITHER PARTY MAY REQUEST A MEETING TO DISCUSS SYSTEM-WIDE CONCERNS WITH THE GOAL OF NEGOTIATING AN MOU TO ADDRESS THOSE CONCERNS AT ANY TIME DURING THE LIFE OF THIS AGREEMENT. THE PARTIES AGREE TO MEET**

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Baltimore County Public Schools Organization**  
**of Professional Employees (BCPSOPE)**

---

Summary of Tentative Agreements

**UPON REQUEST OF EITHER PARTY, SUCH MEETING DOES NOT GUARANTEE THAT AN MOU WILL BE GENERATED FROM THE MEETING OR MEETINGS.** [~~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.]~~

**Explanation/Rationale:**

**Provides for a 3-year salary package:**

**Year 1: 3% COLA for all OPE members.**

**Year 2: 2.75% COLA and funding of steps for all OPE members. Step 25 will be added to the salary scale so that OPE members presently at step 24 will move to step 25; thereby, receiving a step increase. As a result, all OPE members receive a step increase.**

**Year 3: 4.7% COLA for all OPE members.**

**The projected cost of living increase for 2024 was 3.2%. Since it is impossible to know what the cost of living will be in 2025 or 2026, this agreement allows for renegotiation years 2 and/or 3 if needed.**

**All existing articles in our Master Agreement are open to renegotiation in years 2 and/or 3.**