

MASTER AGREEMENT

between the

**Board of Education of
Baltimore County**

and the

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

July 1, 2007 – June 30, 2012

TABLE OF CONTENTS

DEFINITIONS	3
--------------------	---

ARTICLES

I.	Recognition	4
II.	Council Rights and Responsibilities	4
III.	Board Rights	5
IV.	Professional Rights and Privileges	6
V.	Negotiations Procedures	7
VI.	Promotion and Assignment	8
VII.	Evaluation	9
VIII.	Member Protection	10
IX.	Absences and Leaves	11
X.	Grievance Procedure	17
XI.	Reimbursement	19
XII.	Benefits	19
XIII.	Working Conditions	22
XIV.	Compensation	22
XV.	Effect of Agreement	23
XVI.	Duration of Agreement	23

APPENDIX

A	Twelve-Month Salary Schedule	24
B	Flexible Benefits Plan	26
C	Grievance Form	27
D	CASE Classifications	28

INDEX	31
--------------	----

Definitions

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

Board – The Board of Education of Baltimore County

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

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

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

Article I Recognition

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

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

Article II Council Rights and Responsibilities

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

The employee may withdraw from Council membership by notifying the Council in writing between June 1 and June 15. The letter must be post marked no later than June 15 to be considered valid. The Council will send a membership withdrawal list to the Office of Payroll as soon as possible after June 15. Dues collected from employees who have withdrawn their membership will be returned to the employee by the Council. The Office of Payroll will deduct the unpaid balance of dues from the final pay of members who separate from service or the balance of one-half year dues if the employee separates prior to January 1 (for 12 month employee) or February 1 (for 10 month employee). No unpaid balance will be deducted from the employee's final pay if the separation is due to death, retirement, or an unpaid leave of absence.

Employees who are no longer represented by the Council (e.g., assistant principal who returns to the classroom) will have their dues deduction to the Council stopped unless the employee notifies the Office of Payroll that he/she wants the deduction to continue. The Office of Payroll will remit dues to the Council on a biweekly basis. The Office of Payroll will provide the Council with a list of dues payers periodically.

2.2 The Board will provide CASE with copies of all communications concerning salaries, wages, benefits, hours and other working conditions of CASE members. Similarly, decisions made by the Board affecting groups of CASE members will be provided. CASE will supply the Board with copies of each flyer, newsletter or other communication which is given general distribution to its members. Distribution to the Board and to CASE will be made concurrently with other distribution.

2.3 The Board will provide to CASE with a complete copy of its official policy manual and with updates to that manual as they are issued.

2.4 CASE may use the interschool mail delivery service to distribute official CASE materials.

2.5 CASE will have the right to use school buildings, equipment and other facilities in accordance with Board policy for its meetings and for the conduct of its business. CASE will pay the cost of materials and supplies incidental to the use of equipment and will be liable for any damage resulting from such use.

- 2.6 By October 15, the Board will provide CASE with the names and assignments of all CASE eligible members and, upon its publication, with two copies of the Directory of School and Office Personnel which it produces. The Board will provide CASE with the names and assignments of new administrators, supervisors, and other personnel represented by the Council as well as listings of transfers and retirements as soon as possible after Board action.
- 2.7 An official representative for CASE may attend any Board meeting to offer comments at the conclusion of the public session. CASE will receive a copy of the agenda prior to each regular meeting of the Board and a copy of the approved minutes following each meeting.
- 2.8 CASE will be provided exhibit space at the annual Administrative and Supervisory Meeting held prior to the beginning of school each year.
- 2.9 The Superintendent may permit CASE officers and representatives to be absent from their regular work sites for the purpose of attending official meetings or conducting official CASE business except when their absence unreasonably interferes with their duties.
- 2.10 The Superintendent and his/her designated representatives will meet quarterly with the President of CASE and his/her designated representatives. Either may recommend items of mutual concern for the agenda of such meetings.
- 2.11 Representatives of CASE may submit suggested calendar changes to the Director of the Office of Communications regarding the Board's School Calendar. CASE will also have the right to place its meetings and events on the Annual Calendar.
- 2.12 Any recommendations from any committee established by the Superintendent to study and/or recommend changes in salary, benefits, hours and working conditions of CASE members will be brought to the negotiation process.
- 2.13 The Superintendent shall determine the membership of any committee established to develop or revise curriculum guides, courses of study, instructional and operational policy. When deemed appropriate by the Superintendent a representative of CASE shall be appointed to serve on the committee.
- 2.14 There shall be no reprisals of any kind taken against any employee because of his or her membership in CASE or his or her legal activity or representation on behalf of CASE.
- 2.15 An agency fee will be implemented when the Council attains 80% membership. The agency fee will go into effect in the fiscal year following this attainment. In the event that membership falls below 75%, representatives of the Board and the Council will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of agency fee.

Article III Board Rights

Legal Authority

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

Managerial Rights

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

Subcontracting

- 3.3** The Board shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement unless there is a substantial business or professional reason for so doing.
- 3.3.1** In addition, if the Board is contemplating subcontracting any bargaining unit work the Council 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** In matters related to this Master Agreement, CASE represents all eligible employees.
- 4.2** In matters related to this Master Agreement, there will be no discrimination by the Board against employees because of their membership or non-membership in CASE.
- 4.3** This Master Agreement, the policies of the Board, and the discretionary authority of the Superintendent will be applied in good faith and not in an arbitrary or capricious manner.
- 4.4** Out-of-school activities and the personal lives of members will not be subject to action by the Board or by its administrative officials unless these activities clearly impair the members' effectiveness in their administrative or supervisory assignments.
- 4.5** The Board will respect the rights of CASE members by keeping personal information private as determined by Maryland Law.
- 4.6** All items entered in the personnel file of a CASE member will be open to that member by appointment and available to no one else, except his or her superiors and those responsible for keeping the files, without the member's written permission. No unfavorable entry will be made in a member's file without his or her knowledge.
- 4.7** The Board and CASE recognize the right of CASE members to participate in political and governmental affairs in a manner afforded any other citizen, including the right to vote; the right to be an active member of a political party of their choice; the right to campaign for candidates for election to public office; the right to lobby on a particular issue or espouse a particular position, and the right to seek, campaign for, and serve in public office. Political activities of CASE members will be conducted outside the duty premises and outside the working hours. This limitation will not prohibit the use of "bumper stickers" or other expressions of individual preferences upon automobiles which members normally park on school grounds or other school system facilities.
- 4.8** CASE members have the right to engage in other gainful employment as long as it does not interfere with the performance of the duties of their position.

Article V Negotiation Procedures

Designation of Negotiators

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

Proposals

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

Time Limit - Impasse

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

Ratification

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

Meetings

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

Emergency Items

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

Meeting Places

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

Fiscal Renegotiation

- 5.8** If the Baltimore County fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one (1) or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In such event that negotiations are mandated, the parties agree to meet as soon as possible after the action of the fiscal authorities, but no later than June 2, and they agree to complete such renegotiation within five (5) calendar days.

- 5.8.1** If the parties are unable to reach agreement within five (5) calendar days, the impasse procedure provided by law shall be employed with the mutually agreed upon restriction that this impasse procedure shall not exceed ten (10) calendar days. This subsequent Agreement, including items agreed upon in the period of renegotiation, shall be direct and binding on all matters stated and referred to herein. Under no circumstances shall this process extend beyond the last day of school for pupils.

Printing and Distribution of Agreement

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

Non-arbitrable

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

Article VI Promotion and Assignment

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

6.1.1 Promotional Consideration Practices for Non-School Based Administrative Positions

In the area of non-school-based administrative appointments, it has been and will continue to be the prerogative of the Superintendent and the Board of Education to either advertise or appoint without advertising for positions at the level of Director and Superintendent's Staff. Past history, however, has been predominately that of advertising for these positions and interviewing well-qualified candidates expressing interest in promotion.

As a matter of past and intended future practice, vacancies for other non-school-based administrative positions are generally posted through the use of vacancy announcements. Every effort is made to

advertise widely for a reasonable period of time and to consider all interested applicants who meet minimum criteria. Initial applicant consideration is based on credentials; those candidates who appear to be best qualified are interviewed by a screening panel, and two (2) or three (3) candidates are then recommended to the Superintendent for final consideration and interviewing. Finally, the Superintendent makes a recommendation to the Board of Education for appointment.

6.1.2 Promotional Consideration Practices for School Based Administrative Positions

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

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

6.3 Reassignment

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

Article VII Evaluation

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

7.2 The standard evaluation form or a mutually agreed alternative will provide an overall rating of "Satisfactory" or "Unsatisfactory".

7.3 No member shall receive a less-than-satisfactory rating without having been given suggestions for improvement and having both the opportunity and sufficient time to address the areas of weakness.

7.4 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.

7.5 The overall rating shall not be lowered without receiving advanced warning and the opportunity to show improvement.

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.

7.7 A member may attach a written response to the evaluation.

Article VIII
Member Protection

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

Any case of threat (assault) and/or physical attack (battery) upon a staff member while acting within the scope of his/her duties shall be promptly reported to the principal/office head or to the Area Assistant Superintendent. The scope of the employee's duties, in such cases, shall be defined to include the regular work day, 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 *Critical Response and School Emergency Safety Management Guide, Workplace Violence: Guidelines for Administrators Dealing with Threat and Physical Attack on a Staff Member*.

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

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

Article IX Absences and Leaves

Academic Activities

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

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

Adoption Leave

- 9.2** A full-time 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. In unusual circumstances, there may be flexibility in the use of the days by mutual agreement between the employee and the Manager of the Office of Staff Relations.

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

The 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. This information will be forwarded with the payroll report.

Family Illness

- 9.4** Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of 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 Office of Staff Relations may approve additional days of Family Illness leave if the employee has sufficient personal sick leave and can provide medical documentation of the family member's illness.

Absence for Maternity

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

Child Rearing Leave

- 9.6** Request for child rearing leave of absence shall be normally made by completing and forwarding the form, "Application for Child Rearing Leave of Absence" to the appropriate administrator as soon as possible but prior to the last day of work before the birth of the child.

A child rearing leave of absence for birth or adoption of a child may be granted for a period of up to two (2) years following the birth or adoption of the child. Such leave becomes effective following the last day of employment.

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

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

Military Leave

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

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

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

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

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

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

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

Sick Leave

9.8 CASE members, in their first two (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 his/her earned salary. A member must reimburse said Board for any amount of indebtedness for advanced sick leave not covered by any monies due him/her.

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

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

As part of our Office of Risk Management, the Board has initiated an Integrated Disability Management program. The purpose of the plan is to manage the use of sick leave time by employees who have been or will be out ten (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 his/her application, an outline of proposed study to be undertaken while on leave. A program of full-time graduate study of twenty-four (24) semester hours is accepted as

meeting the sabbatical leave requirement. Any exception to this requirement must be approved by the Deputy Superintendent prior to the expiration of this leave.

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

Sabbatical leaves for twelve (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 his/her 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 his/her salary.

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

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

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

Unusual or Imperative Leave

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

Application and approval must be secured before the absence begins.

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

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

Urgent Personal Business Leave

9.11 Each employee shall be entitled to up to five (5) days per year for urgent personal business leave. A written statement of intent to be absent shall be submitted to the appropriate administrator at least twenty-four (24) hours prior to the expected absence. Urgent personal business leave must be used only to conduct personal business of a nature that cannot be scheduled on a non-duty day. Personal business leave shall not be used for group activities. Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as sick leave.

Special Religious Observance Leave

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

Court-related Leave

- 9.13** 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 he/she is a defendant in court proceedings. Such absence is not charged to sick leave. An employee receiving compensation for this duty shall receive his/her regular salary, less any compensation for such day.

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

Unified Sick Leave Bank

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

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

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

- **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.

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

USE OF THE USLB. Employees must use all accumulated sick and urgent personal business leave prior to drawing from the USLB. The life time total that an employee may draw from the USLB is one (1) year. One year is equal to the number of duty days for 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 week days, or vacation days.

USLB GOVERNING COMMITTEE. Each employee organization will appoint a USLB governing committee from its membership. The committee shall meet as needed to: review and verify employee requests to draw from the bank; recommend the approval or denial of such requests to the employee, to the Office of Risk Management and to other Board of Education (BOE) offices, as necessary; and to review the decision of the Manager of the Office of Risk Management regarding approval or denial of the request to draw from the USLB. Representatives of the committees shall meet with representatives of the BOE to develop procedural rules for the administration of the USLB. After approval by the Superintendent and the bargaining units, the USLB rules shall be distributed to employees. The representatives of the committees shall meet at least once annually with representatives of the BOE to review the rules and procedures of the Unified Sick Leave Bank, and to make recommendations for revisions to the rules and/or procedures.

APPEALS. Appeals of decisions of the Office of Risk Management may be made in writing within ten (10) duty days to the Assistant Superintendent, Department of Human Resources and Governmental Relations. Pending the outcome of the appeal to the Assistant Superintendent, 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 his/her employment as used and defined in the Workers' Compensation Laws of Maryland, and such lost time is approved by a Board physician, the employee will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve (12) calendar months. No part of such absence will be charged to the employee's sick leave. If disability persists after the twelve (12) month period, the employee shall be placed on Leave of Absence and disability payment will commence consistent with the amount covered by Workers' Compensation Law. Any employee who terminates his/her service with the Board must reimburse the Board for any advanced personal injury leave pay for which he/she is indebted to the Board.

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

An employee on Workers' Compensation may accrue up to one (1) year of service credit in determining his/her salary, including longevity, or vacation eligibility. These advance credits will become effective upon the employee's return to work. Vacation time will not be accrued during the extended time.

In the event an employee is declared to have a permanent total disability verified by a Board-designated physician, he/she 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 An employee accrues annually twenty (20) days of vacation. Vacation will be capped at forty-five (45) days. If an employee reaches the forty-five (45) day cap, he/she may convert, at the end of each fiscal year, accrued vacation leave above forty-five (45) days to personal illness leave. At the time of separation, a member will receive all unused vacation on a per diem basis based on salary in effect at the time of separation. This vacation payout will be capped at forty-five (45) days.

9.16 Leave for Council Business

Any member elected or duly appointed by the Council may with proper application and permission from the Office of Staff Relations, be granted release time to conduct Council business and/or attend official or professional meetings.

Article X Grievance Procedure

Introduction

The parties recognize their mutual responsibility for the prompt and orderly disposition of member problems. Their reliance on the following grievance procedure does not detract from the rights of a CASE member to discuss any matter with his/her immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of his/her problem. A member may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation.

10.1 Definitions

1. Member or employee: A member or employee is defined as any individual whose position is represented by this bargaining group.
2. Grievance: A grievance is a complaint by a member, or, in the event of an action affecting Council rights, the Council concerning the interpretation, application, or alleged violation of an express provision or provisions of this Agreement.
3. The Grievant: The grievant is the member filing a grievance.
4. Representation: A member may be represented by the Council at any step of the grievance procedure.
5. Time Limits: If the employer fails to answer within time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

10.2 Procedure

(Informal)

A member who feels he/she has a grievance shall discuss it, either orally or in writing, with his/her immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or his/her first knowledge thereof. The informal discussion of problems and the continuous interchange of views between members and their appropriate administrators is encouraged in order to resolve as many disputes as possible informally.

Level I - If a member is not satisfied with the disposition of his/her claim at the informal level, he/she may submit his/her grievance in writing within ten (10) days, following the reply at the informal level, to his/her Executive Director or other appropriate administrator. If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Executive Director or other appropriate administrator. Such individual shall within ten (10) days of receipt of the grievance, or date of grievance hearing if held, inform the grievant as to the disposition of his/her claim.

Level II - If a member is not satisfied with the disposition of his/her claim at Level I, he/she may appeal in writing to the Superintendent or his/her designated representative within ten (10) days. If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Executive Director or other appropriate administrator. The Superintendent or his/her designated representative shall inform the grievant as to the disposition of his/her claim within ten (10) days of the receipt of the appeal at this level, or date of grievance hearing if held.

Level III - On request of the grievant, the Council may appeal the Superintendent's disposition to arbitration. If it so determines, it shall notify the Superintendent of its intent to appeal to arbitration within ten (10) days of receipt of notification of the Superintendent's disposition of the claim.

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

10.4 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Council and the Board. He/she shall have no authority to add to, alter, detract from, amend or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The award of the arbitrator, in writing, shall be final and binding on the aggrieved member or members, the Union, and the Board.

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

10.6 Grievance forms and attendant papers shall not be placed in an administrator's personnel file.

Article XI 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 his/her employment, the Board shall reimburse the employee the cost of repair or the replacement value of such property. The benefit shall have a five dollar (\$5.00) minimum clause.

Property Loss - General

- 11.2** The Board shall 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** Employees will be reimbursed for business travel from local office budgets at the rate established by the Internal Revenue Service. Business travel for reimbursement purposes will be the total miles traveled by private vehicle in the discharge of official duties less commuting mileage, which is the distance from residence to the employee's assigned work site. Employees will not be required to transport students, employees, or others in their private automobiles.

11.4 Tuition Reimbursement

The Board will reimburse employees for tuition and fee charges up to two hundred fifty dollars (\$250) per credit provided that such courses have been approved by the Superintendent or his/her designee. There will be a limitation of nine (9) credits reimbursement per employee per year. The employee must complete the appropriate course form which is returned upon completion of the course to the Certification Office of the Office of Personnel for reimbursements.

Article XII Benefits

12.1 Basic Plan Life Insurance

The Board will pay 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, rounded up or down to the nearest one thousand dollar (\$1,000) increment. Increments are equal to twenty-five one-hundredths (.25) times the employee's base annual earnings starting at fifty one-hundredths (.50) times earnings. The minimum amount available for additional coverage, therefore, equals fifty one-hundredths (.50) times the employee's basic annual earnings. The maximum amount available equals the lesser of three (3) times the employee's basic annual earnings or four hundred

thousand dollars (\$400,000). Optional life insurance coverage shall be available to employees by payroll deduction.

12.2 Flexible Spending Accounts

An employee may make contributions to a Dependent Care Spending Account provided the employee meets requirements prescribed by federal regulations. The account may be used, during the plan year for which the contributions were made, for tax-free reimbursement of qualifying expenses for the care of dependents to enable the employee to work. Any amounts remaining in the account at the end of the plan year will be forfeited. An employee may make contributions to a Health Care Spending Account for tax-free reimbursement of qualifying health-related expenses incurred during the plan year for which the contributions were made and not paid by insurance. Any amounts remaining in the account at the end of the plan year will be forfeited.

12.3 Health Care Options

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

Option 1 is a triple option plan. The employee will be able to select, at the time service is needed, a triple option (POS, PPO, indemnity) plan. The employee price tag will be ten percent (10%) of the annual premium through 2011-2012 according to the schedule in Appendix B.

The Board shall provide a prescription drug benefit for plan members, as well as a mail order Prescription Drug Program for the purchase of maintenance type prescription drugs, including insulin and related supplies. Generic substitutions will be mandatory. The co-pay structure through 2011-2012 shall be as follows:

CareFirst: Retail – Up to a thirty (30) day supply – Eight dollars (\$8.00) for generic; Twenty dollars (\$20.00) for formulary; Thirty-five dollars (\$35.00) for non-formulary; Mail order - ninety (90) day supply of maintenance prescriptions –Fifteen dollars (\$15.00) for generic; Forty dollars (\$40.00) for brand.

Option 2 Employees may choose to enroll in a qualified prepaid health maintenance organization or a Blue Cross/Blue Shield HMO. The employee will pay ten percent (10%) of the cost of the annual HMO premium for each market through 2011-2012. The employee price tag will be ten percent (10%) of the annual premium through 2011-2012 according to the schedule in Appendix B.

A prescription drug benefit is included with each HMO offered. The co-pay structure through 2011-2012 shall be as follows:

- Kaiser: Retail — Up to sixty (60) day supply – Five dollars (\$5.00) generic; Five dollars (\$5.00) brand; At participating community pharmacy – Fifteen dollars (\$15.00) generic; Fifteen dollars (\$15.00) brand; Mail order --- ninety (90) day supply – Five dollars (\$5.00) generic; Five dollars (\$5.00) brand.
- Keystone: Retail — Up to a thirty (30) day supply – Five dollars (\$5.00) generic; Fifteen dollars (\$15.00) brand; Mail order — Up to a ninety (90) day supply – Ten dollars (\$10.00) generic; Thirty dollars (\$30.00) brand.

Option 3 This option provides for two (2) Medicare Supplement Plans with specific coverage comparable to the existing plan. These plan options will only be available to retirees who have attained

the age of sixty-five (65). The Board contribution toward the premium for health insurance for Medicare-eligible retirees will be according to the schedule in Section 9.8. At least one plan option shall provide the following components. The limit on major medical coverage shall be three hundred thousand dollars (\$300,000). The major medical cash deductible shall be two hundred fifty dollars (\$250) per family member, shall be limited to two (2) per family benefit year, and shall be limited to a total deductible of six hundred dollars (\$600) per family. The major medical coverage shall provide for eighty/twenty (80/20) co-insurance up to two hundred dollars (\$200) with one hundred percent (100%) payment thereafter in each benefit year. The maximum out-of-pocket cost to the retiree for major medical will be six hundred fifty dollars (\$650) per individual per year of deductibles and co-insurance.

Adult Hearing Aids

12.4 Coverage for adult hearing aids will be included in the health plans offerings provided by the Board. The incremental annual cost for the benefit for Medicare-eligible retirees will be ninety percent (90%) paid by the retiree.

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 (1) 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 health insurance 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 Enrollment Guide. Contributions by the Board shall be made in accordance with the following schedule:

	<u>Pre-65</u> Options 1 & 2	<u>Only for retirees age 65 or older</u> Option	
		3-A	3-B
		CareFirst Med. Supp.	Kaiser Med. Plus
10-19 years of service	50%	36%	68%
20-29 years of service	75%	66%	100%
30 or more years of service	90%	84%	100%

The Board shall implement a Prescription Drug Plan (PDP) for Medicare-eligible retirees.

The Board shall continue to provide the payment set in Section 9.8 for one (1) year for the spouse of a retired employee who dies if the surviving spouse was covered under the retired employee’s policy at the time of the retired employee’s death.

Dental Insurance

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 June 30, 2012. The employee price tag will be according to the schedule in Appendix B.

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

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

Vision Insurance

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

Insurance Plan Carriers

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

Article XIII Working Conditions

Work Days

13.1 All work days 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.

Work Hours

13.2 The work hours of CASE members are those hours required to complete duties as established by the Board. It is recognized that the job requirements of professionals are of such a nature that they cannot be adequately met within a specified time frame. The normal workload for professional personnel in CASE would include, but not be limited to, activities such as:

- Job-related late afternoon and evening meetings with other staff members, students, parents, community representatives and Board members.
- Supervision of student-oriented activities.
- Independent planning and work sessions beyond regular work hours as required to promote efficient execution of one's duties.
- Emergency situations.

Article XIV Compensation

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

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

ARTICLE XV
Effect of Agreement

Changes in Rules and Policies

15.1 All Board functions and responsibilities not expressly modified or restricted by this Agreement are retained and vested exclusively in the Board. The Board retains the right to make or change rules or policies not in conflict with this Agreement or the negotiations laws.

Individual Contracts

15.2 Any contract between the Board and an individual employee shall be expressly subject to the terms and conditions of this Agreement.

15.3 Should any article, provision, or application of this Agreement to any member or group of members be declared illegal by a court of competent jurisdiction, said article, provision, or application, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, provisions, and applications shall remain in full force and effect for the duration of the Agreement. The Board and CASE agree that they will enter into immediate negotiations specifically and exclusively with respect to any provision of the Agreement which has thus been declared illegal. CASE agrees that it will abide by the provisions of the negotiations law.

ARTICLE XVI
Duration of the Agreement

16.1 The provisions of this Agreement shall be effective from July 1, 2007 through June 30, 2012, except as indicated in the following. Unless the parties mutually agree to the contrary during negotiations, negotiable items for FY 09 through FY 12 will be limited to wage re-openers, i.e., wages and other rates of pay included in the Agreement and three (3) articles selected by each respective party. Article XII shall remain constant through FY 09. In subsequent years, Article XII shall be subject to the re-openers noted above. Implementation of negotiated fiscal provisions each year of this Agreement is dependent upon the appropriation of the necessary funds by the County Executive of Baltimore County.

FOR THE BOARD:

Daniel Capozzi
Frances Allen
Barbara Burnopp
Dale Rauenzahn
Jean Satterfield

Consultants:

Alpheus Arrington
Edward Dieffenbach
Donald Peccia

FOR CASE:

John Desmone
Elaine Berry
Janice Lane
R. Chris Wilde

Consultants:

Thomas Dolina
Thomas Shaner

APPENDIX A**SALARY SCALE FOR 12-MONTH EXEMPT
ADMINISTRATIVE, EXECUTIVE, AND PROFESSIONAL EMPLOYEES
2007-08**

Step	GRADES									
	01	02	03	04	05	06	07	08	09	10
01	35,590	37,711	39,965	42,353	44,883	47,569	50,411	53,426	56,619	60,009
02	36,297	38,464	40,761	43,198	45,779	48,515	51,416	54,490	57,749	61,205
03	37,018	39,230	41,573	44,059	46,692	49,482	52,441	55,576	58,902	62,424
04	37,756	40,013	42,403	44,935	47,622	50,468	53,486	56,686	60,078	63,670
05	38,508	40,809	43,245	45,831	48,571	51,476	54,552	57,815	61,273	64,940
06	39,276	41,622	44,107	46,744	49,538	52,499	55,640	58,967	62,495	66,237
07	40,057	42,449	44,986	47,675	50,525	53,548	56,750	60,142	63,742	67,556
08	40,854	43,293	45,883	48,626	51,532	54,612	57,880	61,342	65,015	68,902
09	41,668	44,158	46,796	49,596	52,561	55,704	59,034	62,566	66,311	70,278
10	42,498	45,037	47,731	50,581	53,609	56,814	60,212	63,814	67,634	71,682
11	43,346	45,934	48,681	51,592	54,675	57,949	61,413	65,087	68,983	73,112
12	44,207	46,850	49,651	52,619	55,766	59,102	62,637	66,385	70,357	74,570
13	45,088	47,784	50,641	53,667	56,879	60,280	63,886	67,709	71,762	76,057
14	45,987	48,734	51,648	54,738	58,011	61,483	65,161	69,061	73,194	77,575
15	46,902	49,707	52,679	55,830	59,169	62,710	66,460	70,438	74,654	79,123
16	47,838	50,697	53,730	56,944	60,350	63,960	67,787	71,843	76,144	80,702
17	48,790	51,708	54,801	58,078	61,553	65,236	69,140	73,275	77,665	82,314
18	49,763	52,738	55,895	59,237	62,780	66,536	70,518	74,739	79,216	83,954
19	50,758	53,793	57,013	60,422	64,035	67,867	71,929	76,233	80,800	85,633
20	51,773	54,869	58,153	61,631	65,316	69,224	73,367	77,758	82,416	87,346

APPENDIX A (continued)**SALARY SCALE FOR 12-MONTH EXEMPT
ADMINISTRATIVE, EXECUTIVE, AND PROFESSIONAL EMPLOYEES
2007-08**

	GRADES									
Step	11	12	13	14	15	16	17	18	19	20
01	63,598	67,404	71,438	75,712	80,245	85,051	90,144	95,553	101,286	107,363
02	64,866	68,746	72,861	77,224	81,846	86,746	91,942	97,459	103,306	109,505
03	66,160	70,119	74,315	78,766	83,481	88,479	93,777	99,403	105,368	111,690
04	67,480	71,518	75,800	80,336	85,148	90,246	95,652	101,391	107,474	113,923
05	68,826	72,946	77,313	81,940	86,845	92,046	97,559	103,413	109,618	116,195
06	70,199	74,402	78,854	83,575	88,579	93,883	99,507	105,478	111,806	118,515
07	71,599	75,884	80,426	85,244	90,349	95,760	101,495	107,584	114,039	120,882
08	73,028	77,401	82,033	86,944	92,152	97,670	103,521	109,732	116,316	123,295
09	74,486	78,944	83,670	88,681	93,991	99,621	105,587	111,922	118,638	125,756
10	75,972	80,519	85,340	90,451	95,868	101,609	107,695	114,157	121,006	128,267
11	77,487	82,127	87,045	92,255	97,781	103,637	109,846	116,437	123,423	130,828
12	79,033	83,767	88,782	94,099	99,733	105,706	112,038	118,760	125,886	133,439
13	80,611	85,438	90,554	95,976	101,726	107,819	114,276	121,133	128,401	136,105
14	82,219	87,141	92,361	97,892	103,755	109,970	116,558	123,551	130,965	138,822
15	83,862	88,883	94,204	99,846	105,827	112,166	118,887	126,020	133,581	141,596
16	85,536	90,656	96,085	101,840	107,941	114,407	121,260	128,535	136,248	144,422
17	87,241	92,466	98,004	103,873	110,095	116,690	123,682	131,103	138,969	147,307
18	88,984	94,310	99,960	105,949	112,295	119,022	126,153	133,722	141,746	150,250
19	90,764	96,197	101,959	108,068	114,541	121,402	128,676	136,397	144,580	153,255
20	92,579	98,120	103,998	110,229	116,832	123,830	131,250	139,125	147,472	156,320

**APPENDIX B
FLEXIBLE BENEFITS PLAN 2007-2008**

Medical, Dental, and Vision Deductions for Full-Time Employees 9/1/2007-8/31/2008

	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Medical Insurance			
Care First BlueCross BlueShield Triple Choice/MPOS			
Individual	\$ 6,034.20	\$603.40	\$ 30.17
Parent/Child	11,955.24	1,195.40	59.77
Husband/Wife	14,399.64	1,439.80	71.99
Family	16,235.16	1,623.40	81.17
Kaiser Permanente HMO (Maryland Only)			
Individual	\$ 5,124.12	\$ 512.40	\$ 25.62
Parent/Child(ren)	9,736.08	973.60	48.68
Husband/Wife	12,041.88	1,204.00	60.20
Family	15,372.48	1,537.20	76.86
Keystone Health Plan HMO (Pennsylvania Residents Only)			
Individual	\$ 5,286.24	\$ 528.60	\$ 26.43
Parent/Child	10,308.36	1,030.80	51.54
Husband/Wife	11,630.40	1,163.00	58.15
Family	16,652.04	1,665.20	83.26
Dental Insurance			
CareFirst BlueCross BlueShield Preferred Dental			
Individual	\$ 290.64	\$ 101.60	\$ 5.08
Parent/Child or Husband/Wife	629.52	220.20	11.01
Family	954.60	334.00	16.70
CareFirst BlueCross BlueShield Maryland Dental			
Individual	\$ 329.28	\$ 140.20	\$ 7.01
Parent/Child or Husband/Wife	647.82	281.40	14.07
Family	1,159.80	539.20	26.96
CIGNA Dental DHMO			
Individual	\$ 336.72	\$ 147.80	\$ 7.39
Parent/Child or Husband/Wife	645.48	236.20	11.81
Family	970.32	349.80	17.49
Vision Insurance - Vision Service Plan			
	Total Premium	Your Annual Share	Your Bi-Weekly Deduction*
Individual (Free if FTE is .5 or greater)	\$36.00	\$ -	\$ -
Family (includes Parent/Child and Husband/Wife)	138.12	102.00	5.10

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

**APPENDIX C
BOARD OF EDUCATION AND COUNCIL OF ADMINISTRATIVE
AND SUPERVISORY EMPLOYEES (CASE)**

GRIEVANCE REPORT FORM

Official Use Only

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

Send Copies to:

Grievance No. Level I filed with _____

1. Area Asst. Superintendent

Level Processed(circle one) Date Grievance Occurred _____

2. Principal (or other appropriate administrator)

Informal I II III Date Grievance Filed _____

3. CASE

4. Manager, Staff Relations

5. Retain one copy

Name of Grievant _____

School or Office _____

Home Address _____ Home Phone _____
Zip Code

Nature of Grievance:

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

Remedy Sought:

Signed _____

APPENDIX D
CASE Bargaining Unit Represented Classes
(For Information Only - These classes are not negotiable.)

Grade 01

MANAGER I-CAFETERIA

Grade 02

MANAGER II-CAFETERIA
OPERATOR, MEDIA PROCESSING

Grade 03

MANAGER III-CAFETERIA

Grade 04

MANAGER IV-CAFETERIA
PARENT/COMMUNITY LIAISON

Grade 05

ANALYST, CONTRACT MAINTENANCE
CERTIFICATION ANALYST
INSPECTOR, CHIEF
NETWORK REP I, FOOD SERVICES
NETWORK TECH I
SUPERVISOR I, INVENTORY
SUPERVISOR, SHOP/DISTRIBUTION
SUPERVISOR, SHOP/GEN MAINTENANCE
TV PRODUCER I

Grade 06

ACCOUNTANT I
ANALYST I, FISCAL
ANALYST I, PERSONNEL
ANALYST I, PROGRAMMER
ASST, TRANS/SPEC ED
AUDITOR I
DESIGNER, MECH ENGINEERING
DESIGNER, SR-ENGINEERING
FIELD REP, FOOD SERVICES
SUPERVISOR, SHOP/TRANSPORTATION
VENDING REP, FOOD SERVICES

Grade 07

ENGINEER, PROJECT
FIELD REP, BLDG AUTOMATION
FIELD REP, BUILDING SERVICES
FIELD REP, CONSTRUCTION
FIELD REP, CONTRACT MAINTENANCE
FIELD REP, ELECTRICAL
FIELD REP, ELECTRONICS

Grade 07 (continued)

FIELD REP, FIRE ALARMS
FIELD REP, FLOOR/CEILING
FIELD REP, GEN MAINTENANCE
FIELD REP, GROUNDS
FIELD REP, GROUNDS/EQUIPMENT
FIELD REP, INSPECT CODE ENFORCEMENT
FIELD REP, MECHANICAL
FIELD REP, PAINT/GLAZE
FIELD REP, PLUMBING
FIELD REP, SAFETY & SECURITY
FIELD REP, UTILITY
MINORITY BUSINESS OFFICER
PARALEGAL I
SECURITY PATROL SUPERVISOR
SPECIALIST, ENVIRONMENT
STUDENT SERVICE LEARNING ASST
TECHNICAL TRAINER
WELLNESS REPRESENTATIVE

Grade 08

ANALYST I, SYSTEM
ASSOCIATE TV PRODUCER
COMMUNICATIONS SPECIALIST I
FIELD REP, LOSS CONTROL
GRAPHIC DESIGNER
PROGRAM DEVELOP, FOOD SERVICES
PURCHASING AGENT I
SUPERVISOR, MAINT CUSTOMER SERVICES
SUPERVISOR, PC/OPERATIONS
SUPERVISOR, OPER/DISTRIBUTION
SUPERVISOR, TRANS/MAINTENANCE
WEB DEVELOPER

Grade 09

ACCOUNTANT II
ANALYST II, FISCAL
ANALYST II, PERSONNEL
ANALYST II, PROGRAMMER
ANALYST, PLANNING
ANALYST, RISK MANAGEMENT
AUDITOR II
AUTISM WAIVER FACILITATOR
COMMUNICATIONS SPECIALIST I
ENGINEER, CIVIL
ENGINEER, ELECTRICAL

Grade 09 (continued)

FACILITIES ASSISTANT
 FIELD ASST-FOOD SERVICES
 HR INVESTIGATIONS ANALYST
 NETWORK TECH II
 NURSE CASE MANAGER
 PROF DEVELOPMENT TECH TRAINER
 SUPERVISOR, REPAIR SHOP
 SUPERVISOR I, FISCAL
 SUPERVISOR, LOSS CONTROL
 SUPERVISOR, ROOFING/RELOCATABLE
 SUPERVISOR, CONTRACT MAINTENANCE
 TPB FACILITATOR
 TV PRODUCER II

Grade 10

ANALYST, TRANS/MANAGEMENT
 AREA SUPPORT REP
 AREA TEAM LEADER, TECHNOLOGY
 DATA ANALYST
 INDUSTRIAL HYGIENIST I
 NETWORK ADMINISTRATOR
 PARALEGAL II
 PROF DEVLOPMNT TECH TRAINER
 SPEC ASST, CONSTRUCT CONTRACTS
 SPECIAL ASST, COMPREHEN MAINTEN
 SPECIALIST, DATA
 SPECIALIST, GRANTS WRITING
 SUPERVISOR, OFFICE OF GROUNDS
 SUPERVISOR, DISTRIBUTION CENTER
 TV VIDEO DIRECTOR
 ACCOUNTANT III

Grade 11

ANALYST III, FISCAL
 ARCHITECT
 AREA ASST, FOOD SERVICES
 AUDITOR III
 ENGINEER, SR/PROJECT
 FACILITATOR, HR
 INDUSTRIAL HYGIENIST II
 INTERNAL EVALUATOR
 NETWORK TECH III
 PROJECT ENGINEER, MECHANICAL
 PURCHASING AGENT II
 SPECIALIST, EMPLOYEE ASST PROG
 SPECIALIST, HRIS
 SPECIALIST, INFO TECH SECURITY
 SPECIALIST, CLASSIFICATION
 SPECIALIST, CONSTRUCTION

Grade 11 (continued)

SPECIALIST, RECRUITMENT
 SUPERVISOR, CIVIL ENGINEERING
 SUPERVISOR II, FISCAL
 SUPERVISOR, COPY & PRINT
 SUPERVISOR, SPECIAL PROJECTS
 SUPERVISOR, TRANS/FLEET
 SYSTEM ENGINEER/NETWORK SERVICES
 TV PRODUCER III
 TV PRODUCER-DIRECTOR
 WEB MASTER

Grade 12

ADMINSTRATOR, PROJECTS
 AMS SYSTEMS ADMINISTRATOR
 ATTORNEY
 COMMUNICATIONS OFFICER
 COMPLIANCE COORDINATOR
 FISCAL OFFICER
 NETWORK SERVICES SUPERVISOR
 PUPIL PERSONNEL WORKER
 SPECIALIST (C&I)
 SPECIALIST, TECH DATABASE
 SPECIALIST, TECHNICAL SYSTEMS
 SPECIAL ASST, CONTRACT MAINTENANCE
 SPECIAL ASST, EXEC DIRECTOR
 SUPERVISOR III, FISCAL
 SUPERVISOR, ARCHITECT
 SUPERVISOR, ENGINEER/STRUCTURE
 SUPERVISOR, ENVIRONMENTAL SERVICES
 SUPERVISOR, FOOD SERV/NETWORK
 SUPERVISOR, FOOD SERV/SUPPLY
 SUPERVISOR, SR OPER/FOOD SERVICES
 SUPERVVISOR, SR OPER/TRANSPORTATION
 SUPERVISOR, SR OPS/BLDG SERVICES
 SUPERVISOR, SR OPS/ELECTRICAL
 SUPERVISOR, SR OPS/GEN MAINTENANCE
 SUPERVISOR, SR OPS/MAINT CUST SERVICE
 SUPERVISOR, SR OPS/MECHANICAL
 SUPERVISOR, SR OPS/ROOF-RELOCATABLE
 SUPERVISOR,SR OPS/CONTRACT MAINTENANCE
 SUPERVISOR,SR OPS/INSPCT-CODE ENFORCEMENT

Grade 13

ANALYST III, PROGRAMMER
 ASST, CHIEF AUDITOR
 ASST PRINCIPAL (<100 EMPLOYEES)
 AUDITOR IV
 EEO OFFICER
 ENGINEERING, HEAD

Grade 13 (continued)

ENTERPRISE SYSTEMS ENGINEER
INVESTIGATE/REC MNGMT OFFICER
MANAGER, DISTRIBUTION
MANAGER, ED CHANNEL
MANAGER, EMPLOYEE BENEFIT
MANAGER, FACILITIES GROUNDS
MANAGER, IT BUSINESS
PAYROLL SUPERVISOR
PERSONNEL OFFICER
POSITION MANAGEMENT OFFICER
SPEC ASSIST, ENERGY MANAGEMENT
SPECIAL ASST, EDUC PLAN
THIRD PARTY SUPERVISOR

Grade 14

ASST ADMIN,ENGINEER/CONSTRUCTION
ASSISTANT PRINCIPAL (>100 EMPLOYEES)
ASSISTANT PRINCIPAL (HIGH SCHOOL)
SUPERINTENDENT'S DESIGNEE
SUPERVISOR (C&I)

Grade 15

ADMIN, MAINTENANCE & GROUNDS
ADMINISTRATOR, CAP/ENGINEERING
ADMINISTRATOR, OPERATIONS
ADMINISTRATOR, PAYROLL
ADMINISTRATOR, PLANNING
APPEALS & MITIGATION OFFICER
COORDINATOR (C&I)
MANAGER, ADMINSTRATIVE SUPPORT
MANAGER, COMPUTR NETWORK SUPPORT
MANAGER, CUSTOMER SUPPORT
MANAGER, FACILITIES MAINTENANCE
MANAGER, FISCAL SERVICES
MANAGER, INFO MANAGEMENT
MANAGER, PERSONNEL SERVICES
MANAGER, PURCHASING
MANAGER, RISK
MANAGER, STAFF RELATIONS
MANAGER. STUDENT DATA
PERSNL OFFICER, SUPPORT SERVICES

Grade 16

PRINCIPAL (<100 EMPLOYEES)

Grade 17

PRINCIPAL (>100 EMPLOYEES)
PRINCIPAL (HIGH SCHOOL)

Index

Absences for Maternity	11
Absences and Leaves	11
Academic Activities	11
Adoption Leave	11
Agency Fee	5
Appeals - Unified Sick Leave Bank	16
APPENDIX A – Twelve-month Salary Schedule	24
APPENDIX B – Flexible Benefit Plans	26
APPENDIX C – Grievance Form	27
APPENDIX D – CASE Represented Classes	28
Assault - Threat	10
Basic Plan Life Insurance	19
Battery - Physical Attack	10
Bereavement Leave	11
Board of Education Meetings	5
Board’s Rights	5
Child Rearing Leave	12
Citizenship Rights	6
Compensation	22
Compensation, Sabbatical	14
Council Rights and Responsibilities	4
Court-related Leave	15
Definitions	3
Dental Insurance	21
Duration of Agreement	23
Effect of Agreement	23
Evaluation	9
Family Illness	11
Files	6
Fiscal Renegotiations	8
Flexible Spending Accounts	20
Grievance Procedure	17
Health Care Options - Flexible Benefits Plan	20
Health Insurance - Family of Deceased Employee	21
Health Insurance - Retired Members	21
Hearing Aids	21
Impasse, Time Limit	7
Individual Contracts	23
Insurance Plan Carrier	22
Interschool Mail	4
Leave for Council Business	17
Legal Authority	5
Managerial Rights	6
Member Protection	10
Military Leave	12
Negotiations Procedures	17
Non-discrimination	6
Non-duty Hours	6
Non-school Based Administrative Positions	8
Optional Plan Life Insurance	19
Payroll Deduction, Dues	4
Personal Injury Leave	16

Physical Attack (Battery)	10
Policies and Rules	23
Prescription Drugs	20
Procedure in Case of Threat and/or Physical Attack	10
Professional Rights and Privileges	6
Promotion and Assignment	8
Property Loss - Battery	19
Property Loss - General	19
Proposals, Negotiations	7
Ratification	7
Reassignment	9
Recognition	4
Reimbursement, Tuition	19
Representation	10
Representation Authorization	4
Salary Errors	22
School-based Administrative Positions	9
School Calendar	5
Sick Leave	13
Special Religious Observances Leave	15
Study Leave - Sabbatical	13
Subcontracting	6
Superintendent-Council Meeting	5
Threat (Assault)	10
Transportation Reimbursement	19
Unified Sick Leave Bank	15
Unusual or Imperative Leave	14
Urgent Personal Business Leave	14
Use of Facilities	4
Vacation	17
Vision Insurance	22
Work Day	22
Work Hours	22
Working Conditions	22

BOARD OF EDUCATION OF BALTIMORE COUNTY:

Donald Arnold, President

Joe A. Hairston, Superintendent

Council of Administrative and Supervisory Employees (CASE)

Janice Lane, President

John Desmone, Chief Negotiator