

MASTER AGREEMENT

between the

**Board of Education of
Baltimore County**

and the

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

July 1, 2014 – June 30, 2019

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Definitions

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

Board – The Board of Education of Baltimore County

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

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

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

Immediate Family – Father, mother, brother, sister, husband, wife, son, daughter, grandmother and grandfather by blood (not marriage), grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, equivalent step-family members, legal dependent of the employee, a person residing as a member of the household where the employee is making his/her home, or any other person so interpreted by the Manager, Office of Staff Relations and Employee Performance Management. For the purposes of bereavement leave, brother-in-law and sister-in-law are classified as immediate family.

Member – A certificated administrative and supervisory employee represented by CASE which presently includes the following positions: Managers, Coordinators, Supervisors, Specialists, Pupil Personnel Workers, Principals, and Assistant Principals and other positions that are part of the exempt administrative, executive, and professional employee salary scales.

Article I Recognition

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

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

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

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

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

Article II Council Rights and Responsibilities

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

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

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

- 2.2.1** The school system will provide the CASE office with standard official system-wide electronic communiqués, emergency notices and press releases at the time of system-wide dissemination.
- 2.3** CASE may use the interschool mail delivery service to distribute official CASE materials.
- 2.4** 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.
- 2.5** By September 30, the Board will provide CASE with the names and assignments of all CASE eligible employees and, upon its publication, with five copies of the Directory of School and Office Personnel which it produces. The Board will provide CASE with the names and assignments of newly appointed or promoted administrators, supervisors, and other personnel represented by the Council as well as listings of transfers and retirements as soon as possible after Board action.
- 2.6** An official representative for CASE may attend any Board meeting and may offer comments at the time designated for stakeholder comments during the meeting. The Board agenda and exhibits and the approved minutes of each meeting of the board shall be available on the BCPS website.
- 2.7** CASE 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 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.
- 2.9** The Superintendent and his/her designated representatives will meet quarterly with the designated representatives of the CASE Board of Directors. Either may recommend items of mutual concern for the agenda of such meetings.
- 2.10** 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.
- 2.11** 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.
- 2.12** The Superintendent shall determine the membership of any committee established to develop or revise curriculum guides, courses of study, and instructional policy. When deemed appropriate by the Superintendent a representative of CASE shall be appointed to serve on the committee.
- 2.12.1** A representative of CASE will be part of any committee established by the superintendent, or his/her designee, designed to change or revise the evaluation systems of unit eligible administrative and supervisory employees.
- 2.13** 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.
- 2.14** A fee will be implemented when the Council attains 72% membership. This representation fee will go into effect in the fiscal year following this attainment in accordance with procedures contained

in Appendix E. In the event that membership falls below 68%, 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 the representation fee.

Article III Board Rights

3. Member's Protection

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

Legal Authority

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

Managerial Rights

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

Subcontracting

3.3 The Board shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement unless there is a substantial business or professional reason for so doing.

Article IV Professional Rights and Privileges

4.1 In matters related to this Master Agreement, CASE represents all eligible employees.

4.2 In matters related to this Master Agreement, there will be no discrimination by the Board against employees because of their membership or non-membership in CASE.

4.3 This Master Agreement, the policies of the Board, and the discretionary authority of the Superintendent will be applied in good faith and not in an arbitrary or capricious manner.

4.4 Out-of-school activities and the personal lives of members will not be subject to action by the Board or by its administrative officials unless these activities clearly impair the members' effectiveness in their administrative or supervisory assignments or are in violation of Board ethics policies.

4.5 The Board will respect the rights of CASE members by keeping personal information private as determined by Maryland Law.

4.6 Upon request, each employee shall have the right to review, at a time mutually convenient for the employee and the appropriate administrator, the contents of his/her file in the central office, with

the exception of any confidential references submitted as a part of the pre-hiring selection process. At the employee's request, a witness of his/her choice may accompany the employee in such a review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files.

- 4.6.1 All items entered in the personnel file of a CASE member will be open to that member by appointment and available to no one else, except his/her superiors, others with a business need-to-know, and those responsible for keeping the files, without the member's written permission.
- 4.6.2 Material of a negative nature shall not be placed in an employee's file without his/her knowledge. Except for evaluation forms, material of a negative nature may be removed from the employee's file after five (5) years upon the employee's request and subject to the approval of the superintendent of schools or his/her designee.
- 4.6.3 Employee files maintained other than in the central file shall be available for review.
- 4.7 The Board and CASE recognize the right of CASE members to participate in political and governmental affairs in a manner afforded any other citizen, including the right to vote; the right to be an active member of a political party of their choice; the right to campaign for candidates for election to public office; the right to lobby on a particular issue or espouse a particular position, and the right to seek, campaign for, and serve in public office. Political activities of CASE members will be conducted outside the duty premises and outside the working hours. This limitation will not prohibit the use of "bumper stickers" or other expressions of individual preferences upon automobiles which members normally park on school grounds or other school system facilities.
- 4.8 CASE members have the right to engage in other gainful employment as long as it does not interfere with the performance of the duties of their position and such employment is not in violation of board ethics policies.

Article V

Negotiation Procedure

Designation of Negotiators

- 5.1 Prior to September 1 of each year, the Board and the Council shall each designate in writing, to the other, the name of the chairman of its negotiating team and not more than three other official representatives to serve on its negotiating team. Notwithstanding the above requirement, the Board and the Council shall retain the right to replace the chairman or members of their teams at their individual discretion.

Proposals

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

Time Limit – Impasse

- 5.3 Negotiation on all items submitted must be completed by November 15 unless the impasse procedure provided in the negotiations law is used.
- 5.3.1 Should either party suggest an impasse, the procedures as provided in the negotiations law, relating to impasse shall be followed.

- 5.3.2** If the parties are unable to agree upon a third panel member or obtain a commitment from a third panel member to serve within the specified period, a request for a list of Educational Panel members shall be made to the American Arbitration Association. All costs involving the neutral party shall be shared by the Board and the Council.
- 5.3.3** If the panel is activated, said panel shall, within thirty (30) calendar days render a report setting forth its recommendations for the resolution of the impasse unless the impasse is dissolved in the interim. The parties agree to cooperate with the panel and provide such information and assistance as it may request.

Ratification

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

Meetings

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

Emergency Items

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

Meeting Places

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

Fiscal Renegotiation

- 5.8** If the Baltimore County fiscal authorities, in exercising their authority under the law, reduce the budget recommendations of the Board, and such action makes it necessary for the Board to reduce one (1) or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In such event that negotiations are mandated, the parties agree to schedule a meeting as soon as possible after the action of the fiscal authorities, but no later than ten (10) calendar days after the County Council adopts the operating budget and they agree to make every effort to complete such renegotiation within five (5) calendar days.
- 5.8.1** If the parties are unable to reach agreement within five (5) calendar days, the impasse procedure provided by law shall be employed with the mutually agreed upon restriction that this impasse procedure shall not exceed ten (10) calendar days. This subsequent Agreement, including items agreed upon in the period of renegotiation, shall be direct and binding on all matters stated and

referred to herein. Under no circumstances shall this process extend beyond the last day of school for pupils.

Printing and Distribution of Agreement

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

Non-arbitrable

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

Article VI Promotion and Assignment

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

6.1.1 Promotional Consideration Practices for Non-School Based Administrative Positions

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

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

6.1.2 Promotional Consideration Practices for School Based Administrative Positions

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

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

6.3 Reassignment

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

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

Article VII Evaluation

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

Article VIII Member Protection

- 8.1** When a meeting with a CASE member is 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 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** 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 Executive Director of Schools. The scope of the employee's duties, in such cases, shall be defined to include the regular workday and any extra-curricular activity or duty, whether a school system-sponsored or PTA-sponsored event or activity.

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

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

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

Article IX

Absences and Leaves

Adoption Leave

- 9.1** A full-time employee shall have six (6) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave.

Bereavement Leave

- 9.2** Up to four (4) consecutive duty days with pay, beginning with the day of death or the first day after death are allowed if the death is in the immediate family. One (1) additional day will be allowed

in those instances of delay of the funeral, the need to travel excessive distances, or when required by the tenets of the religious denomination. If further days are needed, urgent personal business leave may be used. 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 and Employee Performance Management.

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. An acceptable form of verification for bereavement leave will be any of the following: obituaries, church programs, funeral home materials/documents, or state-issued death certificates.

Family Illness

9.3 Employees may use a portion of their personal sick leave for illness in the immediate family. At the start of their leave accounting year, employees will be advanced a maximum of four (4) days from their personal sick leave to be used for illness in the family and they may accumulate up to a maximum of eight (8) days of such leave. Family Illness days are part of an employee's personal sick leave. The employee is required to provide the appropriate administrator with documentation stating the exact relationship of the family member, the nature of the illness, and the necessity for assisting the ill member of the family. The Department Of Human Resources may approve up to a maximum of forty (40) additional days of Family Illness leave per fiscal year if the employee has sufficient personal sick leave and can provide medical documentation of the family member's illness.

Absence for Maternity

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

Child Rearing Leave

9.5 Request for child rearing leave of absence shall be normally made by completing and forwarding the form, *Application for 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. 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 Child Rearing Leave of Absence* must be received in the Department of Human Resources no later than thirty (30) days from the date of the birth of the child(ren).

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

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

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

Military Leave

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

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

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

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

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

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

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

Sick Leave

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

A member who, on termination of service with the Board, is indebted to said Board for any amount of advanced sick leave shall have the amount of such indebtedness deducted from his/her earned

salary. A member must reimburse said Board for any amount of indebtedness for advanced sick leave not covered by any monies due him/her.

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

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

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

Study Leave--Sabbatical

Eligibility and Limitation

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

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

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

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

Procedures

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

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

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

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

Compensation

The salary for a member on sabbatical leave shall be determined on the basis of years of commitment for employment by the Board upon returning from the sabbatical leave. A member who commits himself/herself to at least two (2) years of service to the Board following such leave shall be paid at the rate of sixty (60) percent of his/her regular salary during the specified period of leave. Members who are granted sabbatical leave shall retain the option of one-year commitment of service, with payment to be made at the current rate of fifty (50) percent of his/her salary.

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

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

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

Unusual or Imperative Leave

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

An application with supporting documentation must be submitted and Board of Education approval must be secured before the absence begins.

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

The member must immediately notify the Department of Human Resources if plans to take the leave change.

Urgent Personal Business Leave

- 9.10** 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 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

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

Court-related Leave

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

- A. Unless he/she is a defendant in a criminal court proceeding unrelated to any school activities or if charged with an offense outside the course of employment; or
- B. Unless he/she is a plaintiff or defendant in a civil case where the allegations are unrelated to any activities related to the course of their employment.

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

Unified Sick Leave Bank

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

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

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

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

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

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

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

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

Organization members will obtain the USLB Application form and submit the completed request directly to the Office of Risk Management. The Office of 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 Risk Management may be made in writing within ten (10) duty days to the Chief Human Resources Officer (CHRO), Department of Human Resources. Pending the outcome of the appeal to the CHRO, the employee will continue to be covered by the sick leave bank.

Personal Injury Leave

- 9.14** When an employee is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment as used and defined in the Workers’ Compensation Laws of Maryland, and such lost time is approved by a Board physician, the employee will be paid as close to his/her normal net salary as possible for the period of such absence up to twelve (12) calendar months. No part of such absence will be charged to the employee’s sick leave. If disability persists after the twelve (12) month period, the employee shall be placed on Leave of Absence and disability payment will commence consistent with the amount covered by Workers’ Compensation Law. Any employee who terminates his/her service with the Board must reimburse the Board for any advanced personal injury leave pay for which he/she is indebted to the Board.

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

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

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

Vacation

9.15 An employee accrues 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 rolled personal illness leave. Upon separation from service, employees will be paid for all unused vacation based on salary in effect at the time of separation. This vacation payout will be capped at forty-five (45) days.

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.

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 and Employee Performance Management, be granted release time to conduct Council business and/or attend official or professional meetings.

Article X Grievance Procedure

Introduction

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

10.1 Definitions

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

deemed as acceptance of the employer's disposition of the claim. Time limits may be extended by mutual agreement in writing.

10.2 Procedure

(Informal)

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

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

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

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

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

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

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

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

Article XI Reimbursements

Property Loss - Battery

- 11.1** In the event that an employee has any clothing or other personal property damaged or destroyed as the result of a battery suffered in the course of his/her employment, the Board shall reimburse the employee the cost of repair or the replacement value of such property. The benefit shall have a five dollar (\$5.00) minimum clause.

Property Loss - General

- 11.2** The Board shall not assume liability for the value of personal property destroyed, lost, or damaged on school or office property as a result of an accident, vandalism or theft.

Transportation Reimbursement

11.3 Transportation Reimbursement

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

11.4 Tuition Reimbursement

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

Article XII Benefits

12.1 Basic Plan Life Insurance

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

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

12.2 Flexible Spending Accounts

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

12.3 Health Care Options

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

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

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

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

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

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

Options 4A and 4B - These options provide for two (2) Medicare Supplement Plans: 4A – Cigna Medicare Surround; 4B – Kaiser Permanente Medicare Plus. These plan options will only be available to retirees who have attained the age of 65. The Board contribution toward the premium for health insurance for Medicare-

eligible retirees will be according to Chart B in Section 17.8. For retirees covered by the Cigna Medicare Surround plan, the mail order prescription drug co-pay for generics will be \$20 beginning January 1, 2013. Other co-pays for retail and mail order purchases will remain as specified in the Retiree Benefits Guide.

Adult Hearing Aids

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

Health Insurance - Family of Deceased Employee

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

Health Insurance--Retired Members

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

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

CHART A

CIGNA OAP (Option 1)

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

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

CHART B (Only for Retirees age 65 or older)

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

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

Dental Insurance

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

Vision Insurance

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

Insurance Plan Carriers

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

Article XIII Working Conditions

Workdays

- 13.1** All workdays when the central and administrative offices are open shall be duty days for members employed on a twelve-month basis. All student days, when the schools are open, shall be duty days for members employed on a ten-month basis.

The school calendar has been established by the Board of Education in accordance with Section 7-103 of the Annotated Code of the General Public Laws of Maryland and except in case of emergency, members will not be required to work on the holidays designated by the Board and listed on the School Calendar.

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

Work Hours

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

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

Article XIV Compensation

- 14.1** The salaries for members are set forth in Appendix A.
- 14.2** In the event of a salary error, neither the Board nor CASE may claim salary adjustments for any more than the fiscal year in which the error is detected. When an administrator has been overpaid, he/she must be paid at the correct rate of pay for two (2) pay periods before repayment deductions begin. However, at the teacher's request, repayment deductions may begin immediately.
- 14.3** The Board will pay a one thousand dollar (\$1000.00) stipend to CASE represented employees for the attainment of a Doctorate degree.

ARTICLE XV

Effect of Agreement

Changes in Rules and Policies

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

Individual Contracts

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

ARTICLE XVI

Duration of the Agreement

- 16.1** The provisions of this Agreement shall be effective through June 30, 2019, except as indicated in the following. Unless the parties mutually agree to the contrary during negotiations, negotiable items will be as stated in the following:
- 16.2** Effective July 1, 2017, (FY18), all salary schedule steps contained in Appendix A will be increased by a 2% Cost of Living Allowance (COLA). Article XII provisions in effect as of December 31, 2017 shall be frozen and extended through December 31, 2021. For FY18, salary schedule step increases shall be funded. In addition, there will be no furloughs or layoffs of bargaining unit employees during this fiscal year.

For the FY19 Successor Agreement, negotiable items will be limited to three (3) articles selected by each respective party, but excluding wages and other rates of pay included in the Agreement. Article XII provisions shall remain in effect as modified and agreed during previous negotiations through December 31, 2021.

- 16.3** Effective July 1, 2018, (FY19), all salary schedule steps contained in Appendix A will be increased by a 2% Cost of Living Allowance (COLA). Article XII provisions shall remain in effect as modified and agreed upon during previous negotiations through December 31, 2021. For FY19, salary schedule step increases shall be funded. In addition, there will be no furloughs or layoffs of bargaining unit employees during this fiscal year.

For the FY20 Successor Agreement, all existing articles will be open for negotiations, except Article XII provisions as modified and agreed upon during previous negotiations, which shall remain in effect through December 31, 2021.

Implementation of negotiated fiscal provisions each year of this Agreement is dependent upon appropriation of the necessary funds by the County Council of Baltimore County.

FOR THE BOARD:

George Duque
Whitney Tantleff
Maria Lowry
Consultants:
Dr. John Mayo

FOR CASE:

Tom DeHart
R. Christopher Wilde
Andrew Pruski
Consultants:
Tom Dolina
Elizabeth (Penny) Parker
John Desmone

Appendix A

Annual Salary Scale for Exempt 12-Month Employees Represented by CASE 2017-18 Effective July 1, 2017

Step	Grade 01 Annual	Grade 02 Annual	Grade 03 Annual	Grade 04 Annual	Grade 05 Annual	Grade 06 Annual	Grade 07 Annual	Grade 08 Annual
01	52,027	55,137	58,434	61,925	65,634	69,557	73,719	78,131
02	53,068	56,240	59,603	63,164	66,947	70,948	75,193	79,694
03	54,129	57,365	60,795	64,427	68,286	72,367	76,697	81,288
04	55,212	58,512	62,011	65,716	69,652	73,814	78,231	82,914
05	56,316	59,682	63,251	67,030	71,045	75,290	79,796	84,572
06	57,442	60,876	64,516	68,371	72,466	76,796	81,392	86,263
07	58,591	62,094	65,806	69,738	73,915	78,332	83,020	87,988
08	59,763	63,336	67,122	71,133	75,393	79,899	84,680	89,748
09	60,958	64,603	68,464	72,556	76,901	81,497	86,374	91,543
10	62,177	65,895	69,833	74,007	78,439	83,127	88,101	93,374
11	63,421	67,213	71,230	75,487	80,008	84,790	89,863	95,241
12	64,689	68,557	72,655	76,997	81,608	86,486	91,660	97,146
13	65,983	69,928	74,108	78,537	83,240	88,216	93,493	99,089
14	67,303	71,327	75,590	80,108	84,905	89,980	95,363	101,071
15	68,649	72,754	77,102	81,710	86,603	91,780	97,270	103,092
16	70,022	74,209	78,644	83,344	88,335	93,616	99,215	105,154
17	71,422	75,693	80,217	85,011	90,102	95,488	101,199	107,257
18	72,850	77,207	81,821	86,711	91,904	97,398	103,223	109,402
19	74,307	78,751	83,457	88,445	93,742	99,346	105,287	111,590
20	75,793	80,326	85,126	90,214	95,617	101,333	107,393	113,822

Step	Grade 09 Annual	Grade 10 Annual	Grade 11 Annual	Grade 12 Annual	Grade 13 Annual	Grade 14 Annual	Grade 15 Annual	Grade 16 Annual
01	82,808	87,767	93,020	98,589	104,493	110,762	117,408	124,451
02	84,464	89,522	94,880	100,561	106,583	112,977	119,756	126,940
03	86,153	91,312	96,778	102,572	108,715	115,237	122,151	129,479
04	87,876	93,138	98,714	104,623	110,889	117,542	124,594	132,069
05	89,634	95,001	100,688	106,715	113,107	119,893	127,086	134,710
06	91,427	96,901	102,702	108,849	115,369	122,291	129,628	137,404
07	93,256	98,839	104,756	111,026	117,676	124,737	132,221	140,152
08	95,121	100,816	106,851	113,247	120,030	127,232	134,865	142,955
09	97,023	102,832	108,988	115,512	122,431	129,777	137,562	145,814
10	98,963	104,889	111,168	117,822	124,880	132,373	140,313	148,730
11	100,942	106,987	113,391	120,178	127,378	135,020	143,119	151,705
12	102,961	109,127	115,659	122,582	129,926	137,720	145,981	154,739
13	105,020	111,310	117,972	125,034	132,525	140,474	148,901	157,834
14	107,120	113,536	120,331	127,535	135,176	143,283	151,879	160,991
15	109,262	115,807	122,738	130,086	137,880	146,149	154,917	164,211
16	111,447	118,123	125,193	132,688	140,638	149,072	158,015	167,495
17	113,676	120,485	127,697	135,342	143,451	152,053	161,175	170,845
18	115,950	122,895	130,251	138,049	146,320	155,094	164,399	174,262
19	118,269	125,353	132,856	140,810	149,246	158,196	167,687	177,747
20	120,634	127,860	135,513	143,626	152,231	161,360	171,041	181,302

Biweekly Salary Scale for Exempt 12-Month Employees Represented by CASE 2017-2018 Effective July 1, 2017 *(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	2,001.04	2,120.65	2,247.46	2,381.73	2,524.38	2,675.27	2,835.35	3,005.04
02	2,041.08	2,163.08	2,292.42	2,429.38	2,574.88	2,728.77	2,892.04	3,065.15
03	2,081.88	2,206.35	2,338.27	2,477.96	2,626.38	2,783.35	2,949.88	3,126.46
04	2,123.54	2,250.46	2,385.04	2,527.54	2,678.92	2,839.00	3,008.88	3,189.00
05	2,166.00	2,295.46	2,432.73	2,578.08	2,732.50	2,895.77	3,069.08	3,252.77
06	2,209.31	2,341.38	2,481.38	2,629.65	2,787.15	2,953.69	3,130.46	3,317.81
07	2,253.50	2,388.23	2,531.00	2,682.23	2,842.88	3,012.77	3,193.08	3,384.15
08	2,298.58	2,436.00	2,581.62	2,735.88	2,899.73	3,073.04	3,256.92	3,451.85
09	2,344.54	2,484.73	2,633.23	2,790.62	2,957.73	3,134.50	3,322.08	3,520.88
10	2,391.42	2,534.42	2,685.88	2,846.42	3,016.88	3,197.19	3,388.50	3,591.31
11	2,439.27	2,585.12	2,739.62	2,903.35	3,077.23	3,261.15	3,456.27	3,663.12
12	2,488.04	2,636.81	2,794.42	2,961.42	3,138.77	3,326.38	3,525.38	3,736.38
13	2,537.81	2,689.54	2,850.31	3,020.65	3,201.54	3,392.92	3,595.88	3,811.12
14	2,588.58	2,743.35	2,907.31	3,081.08	3,265.58	3,460.77	3,667.81	3,887.35
15	2,640.35	2,798.23	2,965.46	3,142.69	3,330.88	3,530.00	3,741.15	3,965.08
16	2,693.15	2,854.19	3,024.77	3,205.54	3,397.50	3,600.62	3,815.96	4,044.38
17	2,747.00	2,911.27	3,085.27	3,269.65	3,465.46	3,672.62	3,892.27	4,125.27
18	2,801.92	2,969.50	3,146.96	3,335.04	3,534.77	3,746.08	3,970.12	4,207.77
19	2,857.96	3,028.88	3,209.88	3,401.73	3,605.46	3,821.00	4,049.50	4,291.92
20	2,915.12	3,089.46	3,274.08	3,469.77	3,677.58	3,897.42	4,130.50	4,377.77

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	3,184.92	3,375.65	3,577.69	3,791.88	4,018.96	4,260.08	4,515.69	4,786.58
02	3,248.62	3,443.15	3,649.23	3,867.73	4,099.35	4,345.27	4,606.00	4,882.31
03	3,313.58	3,512.00	3,722.23	3,945.08	4,181.35	4,432.19	4,698.12	4,979.96
04	3,379.85	3,582.23	3,796.69	4,023.96	4,264.96	4,520.85	4,792.08	5,079.58
05	3,447.46	3,653.88	3,872.62	4,104.42	4,350.27	4,611.27	4,887.92	5,181.15
06	3,516.42	3,726.96	3,950.08	4,186.50	4,437.27	4,703.50	4,985.69	5,284.77
07	3,586.77	3,801.50	4,029.08	4,270.23	4,526.00	4,797.58	5,085.42	5,390.46
08	3,658.50	3,877.54	4,109.65	4,355.65	4,616.54	4,893.54	5,187.12	5,498.27
09	3,731.65	3,955.08	4,191.85	4,442.77	4,708.88	4,991.42	5,290.85	5,608.23
10	3,806.27	4,034.19	4,275.69	4,531.62	4,803.08	5,091.27	5,396.65	5,720.38
11	3,882.38	4,114.88	4,361.19	4,622.23	4,899.15	5,193.08	5,504.58	5,834.81
12	3,960.04	4,197.19	4,448.42	4,714.69	4,997.15	5,296.92	5,614.65	5,951.50
13	4,039.23	4,281.15	4,537.38	4,809.00	5,097.12	5,402.85	5,726.96	6,070.54
14	4,120.00	4,366.77	4,628.12	4,905.19	5,199.08	5,510.88	5,841.50	6,191.96
15	4,202.38	4,454.12	4,720.69	5,003.31	5,303.08	5,621.12	5,958.35	6,315.81
16	4,286.42	4,543.19	4,815.12	5,103.38	5,409.15	5,733.54	6,077.50	6,442.12
17	4,372.15	4,634.04	4,911.42	5,205.46	5,517.35	5,848.19	6,199.04	6,570.96
18	4,459.62	4,726.73	5,009.65	5,309.58	5,627.69	5,965.15	6,323.04	6,702.38
19	4,548.81	4,821.27	5,109.85	5,415.77	5,740.23	6,084.46	6,449.50	6,836.42
20	4,639.77	4,917.69	5,212.04	5,524.08	5,855.04	6,206.15	6,578.50	6,973.15

Appendix B

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

Effective 1/1/2017 – 12/31/2017

	Total Premium or Equivalent	Board Annual Share	Your Annual Share	Your bi-weekly Deduction *
MEDICAL INSURANCE **				
CIGNA OAPIN (In Network)				
Individual	\$7,729.80	\$6,570.33	\$1,159.47	\$57.97
Parent/Child	15,315.12	13,017.85	2,297.27	114.86
Two Adults	18,446.28	15,679.34	2,766.94	138.35
Family	20,797.68	17,678.03	3,119.65	155.98
CIGNA OAP (In/Out Network)				
Individual	\$8,726.52	\$6,981.22	\$1,745.30	\$87.27
Parent/Child	17,289.48	13,831.58	3,457.90	172.89
Two Adults	20,824.32	16,659.48	4,164.86	208.24
Family	23,478.60	18,782.88	4,695.72	234.79
Kaiser Permanente HMO				
Individual	\$8,643.72	\$7,347.16	\$1,296.56	\$64.83
Parent/Child(ren)	17,124.84	14,556.11	2,568.73	128.44
Two Adults	20,626.44	17,532.47	3,093.97	154.70
Family	23,255.88	19,767.50	3,488.38	174.42
DENTAL INSURANCE **				
CareFirst Regional Dental PPO				
Individual	\$300.24	\$195.16	\$105.08	\$5.25
Parent/Child or Two Adults	650.52	422.84	227.68	11.38
Family	986.28	641.08	345.20	17.26
CareFirst Regional Dental Traditional				
Individual	\$340.20	\$195.16	\$145.04	\$7.25
Parent/Child or Two Adults	713.40	422.84	290.56	14.53
Family	1,198.32	641.08	557.24	27.86
CIGNA Dental DHMO				
Individual	\$503.88	\$195.16	\$308.72	\$15.44
Parent/Child(ren) or Two Adults	966.00	422.84	543.16	27.16
Family	1,452.12	641.08	811.04	40.55
VISION INSURANCE				
CareFirst Davis Vision				
Individual (Free if FTE is .5 or greater)	\$26.28	\$26.28	\$-	\$-
Family (includes Parent/Child and Two Adults)	101.16	26.28	74.88	3.74

*All employee benefits deductions are based upon 20 pay periods

**Domestic Partner benefits may be subject to imputed income

APPENDIX C

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

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

Grievance No. Level I filed with _____

Level Processed (circle one) Date Grievance Occurred _____

Informal I II III Date Grievance Filed _____

Name of Grievant

School or Office

Home Address _____ Zip Code _____ Home Phone _____

Nature of Grievance

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

Remedy Sought

Signed

Send copies to: Community Superintendent, Principal (or other appropriate administrator),
CASE, Staff Relations Manager, Retain one copy

Appendix D

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

Original Base Amounts

PRE-MEDICARE RETIREES

MEDICARE RETIREES

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

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

FY 2009 Adjustment (Calendar Year 2007 CPI)	2.85%
FY 2010 Adjustment (Calendar Year 2008 CPI)	3.84%
FY 2011 Adjustment (Calendar Year 2009 CPI)	- 0.36%
FY 2012 Adjustment (Calendar Year 2010 CPI)	1.64%
FY 2013 Adjustment (Calendar Year 2011 CPI)	3.16%
FY 2014 Adjustment (Calendar Year 2012 CPI)	2.05%
FY 2015 Adjustment (Calendar Year 2013 CPI)	1.47%
FY 2016 Adjustment (Calendar Year 2014 CPI)	1.62%
FY 2017 Adjustment (Calendar Year 2015 CPI)	0.12%
FY 2018 Adjustment (Calendar Year 2016 CPI)	1.26%

Appendix E

CASE Bargaining Unit Represented Classes

(For information only – these classes are not negotiable)

C12300 Pupil Personnel Worker

C29100 Assistant Principal

C29200 Principal

C29300 Facilitator Leadership Development

C29800 Prin/Academic Interventionist

C32000 Coordinator

C33400 Supervisor

C35300 Specialist

C43900 Superintendent's Designee

C51100 Coordinator, Magnet-Sec

Appendix F

Agency Fee

The Council of Administrators and Supervisory Employees (CASE) and the Board of Education of Baltimore County (the Board) agree that the procedures set forth below reflect the understanding of the parties with regard to the implementation of Article II, Section 14 (i.e., the agency fee provision) of the Agreement.

1. Pursuant to Section 6-407 (c) (5) (i) of the Annotated Code of Maryland, these provisions shall apply only to unit employees who were CASE eligible on or after July 1, 1997.
2. An agency fee shall be implemented when membership (head count) in the CASE equals or exceeds 72% (threshold percentage) of the number equal to the full-time equivalency (FTE) of employees within the CASE bargaining unit as determined on or before March 1st of each year. The agency fee shall be implemented during the fiscal year following the attainment of the aforementioned threshold as confirmed by the Board and as stipulated below.
3. Prior to August 1st of each year CASE shall submit to the Board an annual audit from an external auditor that reflects the operational expenses incurred by CASE and shall explain how the agency fee to be charged to unit members for that contract year under Article II, Section 14 is calculated based on the audit.
4. All bargaining unit employees CASE eligible on or after July 1, 1997 who are not members of the Council shall be required to pay an agency fee. Bargaining unit employees, who do not voluntarily elect to join CASE as members by September 1st (or within forty-five (45) days of employment if employed after the beginning of the school year), or who claim a religious exemption as indicated below, shall have deducted from their payroll checks a reasonable agency fee as established by CASE in an amount not to exceed the organizational membership dues established for its members. Bargaining unit employees who became CASE eligible prior to July 1, 1997 who do not join CASE are not subject to the aforementioned agency fee.
5. Pursuant to Section 6-407 (c) of the Education Article of the Annotated Code of Maryland, the agency fee “may not exceed the annual dues of the members of the organization.”
6. Prior to August 1st of each year, CASE shall determine a reasonable agency fee as required under Section 6-407 (v) of the Annotated Code of Maryland. Pursuant to 6-407 (c) (5) (v) 1 and 2, the agency fee shall be based only on expenses incurred by CASE in its representation in negotiations, contract administration, including the handling of grievances, and other activities, as required by Md Ed. Code Ann., §6-407. Any political activities of CASE may not be financed by the funds collected from the agency fee. The agency fee will not include the cost of benefits or activities only available to CASE members (e.g., member-only insurance programs).
7. Promptly after notifying the Board of the amount of the agency fee as described in paragraph 6 above, CASE will send a written communication to each nonmember employee in the unit who is required to pay such a fee under Article II, Section 14 of the Agreement. This communication will inform the employee inter alia:
 - (a) of the obligation under the Article II, Section 14 of the Master Agreement between the Board of Education of Baltimore County and the Council of Administrators and Supervisory Employees to join the Council or pay an agency fee to CASE;

- (b) of the amount of the agency fee, as determined by the annual audit from the external auditor, and the manner in which it was determined;
- (c) of the need to execute a payroll deduction form authorizing the Board to deduct membership dues or the agency fee from his/her salary. (The deduction and remittance of agency fees to CASE shall occur in the same manner as the deduction and remittance of membership dues); and
- (d) of an exemption for an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this subsection for the exemption from the obligation to pay an agency fee for any contract year, an employee must:
 - i. pay an amount of money, during said contract year, equal to the agency fee to a non-religious, nonunion charity or to such other charitable organization as may be agreed upon by said employee and CASE; and
 - ii. prior to the end of said contract year furnish CASE and the Board written proof of such payment;
- (e) that failure to declare intent with regard to membership in the Council by September 1st of the contract year, or claim a religious exemption as indicated above, will result in the automatic deduction of an agency fee beginning with the last pay date in September. For those hired after the beginning of the school year, automatic deductions will begin on the first pay date following the expiration of the forty-five (45) day selection period.

8. If an employee who is required to pay an agency fee under Article II, Section 14 of the Agreement is employed in a unit position on a part-time basis or for less than one full contract year, the agency fee for that employee for said contract year will be a pro rata portion of the annual fee, based on the number of days actually worked during said year, rounded to the nearest month.

9. If the employment of an employee who is in the process of paying an agency fee under Article II, Section 14 of the Agreement ends (voluntary or otherwise) before CASE has received the full amount of the agency fee to which it is entitled, said employee will have the unpaid balance deducted from the final paycheck in the same manner as the balance of unpaid dues is deducted as specified in Article II, Section 2.1 of the Agreement.

10. The Board shall submit on a monthly basis to CASE a list of employees who were hired into positions during said period. In addition, the Board shall provide CASE, within thirty (30) calendar days after the date that the threshold percentage is met, a cumulative list of unit employees who were CASE eligible on or after July 1, 1997 through the date of attaining the threshold percentage. These lists shall include the names, job titles, FTE, the dates of employment, and worksites for such unit employees.

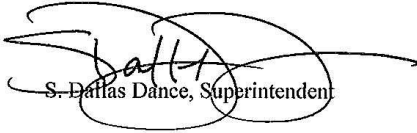
11. CASE agrees to indemnify and save the Board harmless in accordance with the provisions of Section 6-407 (c) (5) (iii) 1 and 2 which specifically state that CASE shall indemnify and hold harmless the Board against any and all claims, demands, suits, or any other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with any of the agency fee provisions of the negotiated agreement. The Board shall retain without charge to the Board the services of counsel that are designated by CASE with regard to any claim, demand, suit, or any other liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with any of the agency fee provisions of the negotiated agreement. Counsel for the Board will be permitted to enter an appearance and will be kept fully apprised of litigation developments by counsel for CASE, but CASE will not be responsible for any legal fees the Board may incur in this regard.

12. In the event that CASE membership (head count) falls below 68% (continuing threshold percentage) of the number equal to the full-time equivalency (FTE) of employees within the CASE bargaining unit as determined on March 1st of a given year, representatives of the Board and CASE will meet to review the circumstances upon which membership was reduced. The Board, after such review may, at its discretion, terminate the collection of agency fees.

BOARD OF EDUCATION OF BALTIMORE COUNTY



Lawrence Schmidt, President



S. Dallas Dance, Superintendent

Council of Administrative and Supervisory Employees (CASE)



William Lawrence, Executive Director