

**BALTIMORE COUNTY PUBLIC SCHOOLS**

**DATE:** April 20, 2004

**TO:** **BOARD OF EDUCATION**

**FROM:** Dr. Joe A. Hairston, Superintendent

**SUBJECT:** **NEGOTIATED MASTER AGREEMENT(S)**

**ORIGINATOR:** J. Robert Haines, Deputy Superintendent, Business Services

**RESOURCE PERSON(S):** Randall D. Grimsley, Executive Director Human Resources  
Daniel J. Capozzi, Manager, Human Resources-Staff Relations

**INFORMATION**

That the Board of Education approve the proposed summary of changes to the Master Agreements for the following collective bargaining units:  
AFSCME, BACE, PSNA, and TABCO.

Appendices –  
AFSCME  
BACE  
PSNA  
TABCO

**Summary of Changes to the Master Agreement between BCPS and**

**AFSCME Council 67/Local 434**

**ARTICLE XVII – Safety and Health**

8. 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 supervisor. The scope to the employee's duties, in such cases, shall be defined to include any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

Administrators/supervisors 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/supervisor 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/supervisor any threats of civil or criminal action against them arising out of and in the course of their employment. Union members are also encouraged to contact their Association.

**Memorandum of Understanding  
Between the  
Board of Education of Baltimore County  
And  
Council 67/Local 434  
Of the  
American Federation of State, County and  
Municipal Employees, AFL-CIO**

**PROPOSED CHANGES TO THE CURRENT SICK LEAVE BANKS  
Fiscal Year 05**

It is agreed that representatives of the Board will meet as needed with all employee unions to discuss the proposed changes to the Sick Leave Bank that will consolidate the current four banks into one bank for all employees. The meetings will take place between January 2004 and June 2004, with the targeted effective date of the changes, if any, scheduled for July 1, 2004.

\_\_\_\_\_  
For AFSCME

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For BOE

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Date

\_\_\_\_\_  
Date

Summary of Changes to the Master Agreement between BCPS and

**Baltimore (County Instructional) Assistants and Clerical Employees,  
Inc. (BACE)**

**ARTICLE VI – EMPLOYEE RIGHTS AND WORKING CONDITIONS**

**6.5 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 her/his duties shall be promptly reported to her/his administrator/office head. The scope of the employee's duties in such cases shall be defined to include any extracurricular activity or duty, whether school-sponsored or PTA-sponsored.

Administrators 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.***

**6.5.1** 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, 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. Union members are also encouraged to contact their Association.

**6.15 Dispensing Medication**

Employees designated to dispense medication in the absence of the nurse shall be made aware of the current policy and procedures, and shall be given training related to this responsibility.

**ARTICLE 7 – WAGES AND WORKING HOURS**

**7.6 Inclement Weather**

Twelve (12) month employees shall be allowed to use personal business, compensatory time, or accrued vacation for absences directly related to inclement weather on days when schools are closed for students.

If there is a delayed opening of schools, paraeducators shall not be required to report sooner than fifteen (15) minutes prior to the delayed start of school. Ten (10) month office professionals shall not be required to report sooner than thirty (30) minutes prior to the delayed start of school. If schools are closed early, paraeducators may leave at the time of the school closing or as soon as all students leave the building.

**Memorandum of Understanding  
Between the  
Board of Education of Baltimore County  
And the  
Baltimore (County Instructional) Assistants & Clerical Employees, Inc.**

PROPOSED CHANGES TO THE CURRENT SICK LEAVE BANKS  
Fiscal Year 05

It is agreed that representatives of the Board will meet as needed with the employee unions to discuss the proposed changes to the Sick Leave Bank that will consolidate the current four banks into one bank for all employees. The meetings will take place between January 2004 and June 2004, with the targeted effective date of the changes, if any, scheduled for July 1, 2004.

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For BACE

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For BOE

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Date

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Date

**Memorandum of Understanding**  
**Between the**  
**Board of Education of Baltimore County**  
**And the**  
**Baltimore (County Instructional) Assistants & Clerical Employees, Inc.**

It is agreed that representatives of the Board and the Association will meet to discuss the following issues, with recommendations submitted to the office of Staff Relations and to BACE by October 31, 2004:

- Joint planning opportunities for paraeducators and teachers;
- Use of paraeducators and office professional for purposes other than those for which they were hired, including the practice of and compensation for paraeducators and office professionals to substitute or provide classroom coverage;
- Compensation for summer employment for 10-month employees; and,
- The impact of ESEA on the above.

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For BACE

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For BOE

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Date

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Date

Summary of Changes to the Master Agreement between BCPS and the  
**Professional Staff Nurses' Association (PSNA)**

**ARTICLE VI – PROTECTION OF NURSES**

**6.1 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 her/his duties shall be promptly reported [in writing] to her/his principal/office head. The scope of the employee's duties in such cases shall be defined to include any extracurricular activity or duty, whether school-sponsored or PTA-sponsored.

Administrators 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 nurse 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. Union members are also encouraged to contact their Association.



**ARTICLE VIII – ABSENCES AND LEAVES**

**Section 8.16 – Court-Related Leave**

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

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

A school nurse should notify her/his administrator, the Office of Staff Relations, and the Office of Health Services upon the receipt of a subpoena to appear in court. If a school nurse is required to appear in court as an approved representative of the BCPS during summer vacation, the nurse shall receive her/his daily rate of pay for their time participating in the proceedings.

**Section 8.19 – Leave for Association Business (NEW)**

This policy incorporates two (2) basic principles: (a) that released time should be provided for Association officers and representatives for official or professional meetings; and (b) that the Association should provide the cost of substitutes for officers and representatives who attend meetings which are designed primarily to promote Association work.

The president of the Association or his/her designee shall submit, in writing, to the Manager, Office of Staff Relations, a list of nurses requesting permission to attend meetings requiring released time. Such permission should be requested at least ten (10) days prior to the date of the meeting. This list would then be subject to specific discussion and decision to determine whether the requests for absences are reasonable and practical. The Association shall monitor the nurses excused so that the same school will not be adversely affected.

Leave for Association Business is limited to 12 total days during the July 1 through June 30 academic year, and an individual nurse may be absent for Association Business no more than three (3) days. Notwithstanding the language of Article 7, Section 7.3, the nurse applying for Leave for Association Business shall be required to secure the substitute nurse.

**Memorandum of Understanding  
Between the  
Board of Education of Baltimore County  
And the  
Professional Staff Nurses' Association of MD  
SEIU Local 1998**

PROPOSED CHANGES TO THE CURRENT SICK LEAVE BANKS  
Fiscal Year 05

It is agreed that representatives of the Board will meet as needed with the employee unions to discuss the proposed changes to the Sick Leave Bank that will potentially consolidate the current four banks into one bank for all employees. The meetings will take place between January 2004 and June 2004, with the targeted effective date of the changes, if any, scheduled for July 1, 2004.

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For PSNA

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For BOE

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Date

\_\_\_\_\_  
Date

**Summary of Changes to the Master Agreement between BCPS and the  
Teachers' Association of Baltimore County (TABCO)**

**ARTICLE IX – Protection of Teachers**

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

**9.1** 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. The scope to the employee's duties, in such cases, shall be defined to include any extra-curricular activity or duty, whether school-sponsored or PTA-sponsored.

**9.1.1** Administrators 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.***

**9.1.2** 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.

**9.1.3** 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. Union members are also encouraged to contact their Association.

**ARTICLE X – Teaching Conditions**

**Substitutes**

**10.5.2** Substitute teachers shall be provided for special area teachers of art, music, physical education, and for elementary library/media specialists, on the same basis as substitute teachers are provided for other classroom teachers. Every effort will be made, when appropriate, to provide substitutes for secondary library media specialists, special education resource teachers, and other teachers who provide direct instruction to students.

**Additional Responsibilities**

**10.7.2.1** Attending professional faculty meetings no more than once per week, except in the case of an emergency.

**10.7.10** No grade level meeting, interdisciplinary team meeting, or departmental meetings, held other than Monday afternoon or during the school day, shall be called which require attendance except in emergencies or unusual circumstances. Three days prior notification shall be given in the event of unusual circumstances, whenever possible.

## ARTICLE XIV – Transfers and Assignments

### General

14.1.1 Any teacher reassigned during the school year to a new position within the school shall be allowed one (1) duty day without teaching for the purposes of preparing for the new assignment. Whenever possible, no other responsibilities will be assigned.

### Notification of Assignment

14.7 Every teacher on active pay status shall be given a written notice of his/her proposed school assignment and general teaching responsibility, including grade(s), for the forthcoming year by June 15 of the preceding school year and given reasons for any change. In the event that changes in the assignments must be made after the assignments have been announced, the teacher will be sent a written communication, within three (3) weeks, to notify the teacher of the change and the reason(s) for the change. The teacher will be responsible for providing an address at which he/she can be reached.

14.7.1 No teacher will be reassigned to different teaching responsibilities unless the principal has first conferred with the teacher, giving reasons for the proposed change and has considered the teacher's input. Once a decision is made, the teacher shall be notified of the decision within three (3) weeks. When the teacher is unavailable for such a conference, a written communication will be promptly sent to notify the teacher of the reassignment and the reasons for the change.

## ARTICLE XIX – Ad Hoc Study Committees

### Definitions

19.1 Matters which cannot be negotiated to finality without additional research and study may be referred to ad hoc committees of the negotiating teams appointed jointly by the two teams. These committees shall report to the negotiating teams in time for the next scheduled negotiating session.

19.2 An ad hoc committee shall be appointed for the purpose of reviewing the **SUPPLEMENTAL SALARY SCHEDULE** printed in Section 16.3, *Responsibility Factors*. A report will be made to the negotiating teams of the Association and the Board at the start of negotiations each year for the life of this agreement. Upon completion of the review, the ad hoc committee shall report to the negotiating teams in time for the next scheduled negotiating session.

### Appendix A – Salary Schedule

1. Starting salary BA1 = \$35,100; Enhance the rest of the Bachelor's Scale and the starting salaries in the other lanes; add dollar amounts to cells to round out figures; progressively higher amounts (%) between steps.
2. Request funding for step increments.

**Appendix D – Extra Compensation**

1. Add SAT Coordinators to Level 2
2. Change DRAMA-High School to DRAMA-Secondary at Level 2, in order to allow flexibility for middle school principals.

**Memoranda of Understanding:**

1. TABCO will discuss the potential consolidation of the sick leave banks with BCPS representatives and the other unions between January 2004 and June 2004. Any changes will be implemented July 1, 2004.
2. Teachers will not be compelled to change or clean students who are not toilet trained or who have had toileting accidents.
3. Teachers will not be compelled to administer medical procedures.

**Memorandum of Understanding  
Between the  
Board of Education of Baltimore County  
And the  
Teachers' Association of Baltimore County Instructional (TABCO)**

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Fiscal Year 05

It is agreed that representatives of the Board will meet as needed with the employee unions to discuss the proposed changes to the Sick Leave Bank that will consolidate the current four banks into one bank for all employees. The meetings will take place between January 2004 and June 2004, with the targeted effective date of the changes, if any, scheduled for July 1, 2004.

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For TABCO

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For BOE

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Date

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Date