

**BALTIMORE COUNTY PUBLIC SCHOOLS**

**DATE:** May 11, 2004

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

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

**SUBJECT:** **NEGOTIATED MASTER AGREEMENT**

**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

**RECOMMENDATION**

That the Board of Education approve the proposed summary of changes to the negotiated agreement with CASE.

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

**ARTICLE VII  
Evaluation**

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

[Members shall be advised of complaints about them if the complaint is to be given any consideration in the member's evaluation.]

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

**7.3** **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.**

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

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

**7.6** **The member shall be given a copy of the completed written evaluation and will be given three duty days to sign and return the evaluation. The member's signature indicates receipt of the evaluation.**

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

**ARTICLE VIII**  
**Member Protection**

**8.6 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 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 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 the Union.**

**Memorandum of Understanding  
Between the  
Board of Education of Baltimore County  
And the  
Council of the Administrative and Supervisory Employees**

PROPOSED CHANGES TO THE CURRENT SICK LEAVE BANKS  
for  
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 CASE

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For BOE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BOE 1/08/04**

# BALTIMORE COUNTY PUBLIC SCHOOLS

Joe A. Hairston, Superintendent

6901 Charles Street

Towson, MD 21204-3711

**Memorandum of Understanding**  
**Between the**  
**Council of Administrative and Supervisory Employees (CASE),**  
**And the**  
**Board of Education of the Baltimore County Public Schools**

Whereas, the Board of Education of the Baltimore County Public Schools has entered into a partnership agreement with the University of Maryland, Baltimore County to initiate Science, Technology, Engineering, and Math Academies at seven (7) of its elementary, middle, and high schools, and,

Whereas, the school-based administrators participating in the S.T.E.M. program will be required to perform additional duties for which compensation is available through the National Science Foundation grant and paid through the BCPS Office of Payroll, and,

Whereas, the payment for the additional duties is not delineated in any current section of the Master Agreement; therefore,

CASE and the Board agree that the base compensation shall be \$250.00 per intern for the principal and \$150.00 per intern for the designated principal, prorated as/if necessary for late entry/early withdrawal of interns. Additional annual incentive-based pay and end of grant incentive-based pay may be awarded for overall improved student achievement in math and science, and for improved achievement of identified sub-groups. It is understood that payment is contingent upon the continued funding of the NSF grant through FY 07, and it is agreed that the compensation is appropriate for the duties required of administrators. CASE and the Board also agree that the compensation may be paid through the BCPS Office of Payroll, and that the salary adjustment will be applied toward the administrator's base salary for retirement purposes. It is also agreed that administrator pay rates from the grant will be reviewed annually, and may be adjusted to remain within or fully utilize grant funding in this area. CASE and the Board also agree that no changes in the pay structure, process, or amounts detailed herein will be made under the NSF grant without consultation of CASE and the mutual consent of CASE and the Board, and that this compensation may only occur in conjunction with and during the time period of the BCPS-UMBC NSF SUPER STEM grant.

**For the Board:**

**For the Association:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**Memorandum of Understanding  
Between the  
Council of the Administrative and Supervisory Employees (CASE)  
And the  
Board of Education of the Baltimore County Public Schools**

It is agreed that the parties will investigate possible sources of funds that may be available to be used by administrative and supervisory personnel to cover costs pertaining to work-related conferences.

Results will be brought to the negotiations table in November 2004.

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**For the Union**

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**For the Board**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Memorandum of Understanding  
Between the  
Council of the Administrative and Supervisory Employees (CASE)  
And the  
Board of Education of Baltimore County**

During the 2003-2004 school year, new administrative and supervisory appointees, with no previous experience, will be placed on the following appropriate entry step:

High School Principal/Large school (100 + FTE) principal	- Grade 22, Step 11
Principal (50-99 FTE)	- Grade 21, Step 10
Principal (<50 FTE)	- Grade 21, Step 9
Manager	- Grade 20, Step 9
Coordinator	- Grade 20, Step 8
Supervisor (certificated) HS AP & Large School (100 FTE) Assistant Principal	- Grade 19, Step 8
Assistant Principal (50 – 99 FTE)	- Grade 18, Step 10
Assistant Principal (<50 FTE)	- Grade 18, Step 9
Specialist	- Grade 17, Step 11
Pupil Personnel Worker	- Grade 17, Step 10

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**For the Union**

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**For the Board**

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**Date**

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**Date**