

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
2023-2024 Negotiations  
**Educational Support Professionals of Baltimore County (ESPBC)**  
Summary of Tentative Agreements

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**Article 3**  
**Association's Rights, Privileges, and Responsibilities**

**3.9 Board Meetings**

**BOARD AGENDA AND EXHIBITS (EXCEPT THOSE WHICH CANNOT BE RELEASED PENDING ACTION BY THE BOARD, E.G., APPOINTMENT OF PERSONNEL) SHALL BE POSTED ON THE BCPS WEBSITE UNDER THE BOARD OF EDUCATION TAB APPROXIMATELY ONE WEEK PRIOR TO EACH REGULAR MEETING OF THE BOARD.** ~~[The Association will be mailed a copy of Board meeting agendas prior to meetings. In order]~~ **T**~~[t]~~o present a proposal to the Board, the Association shall, upon request to the Superintendent, be included on the agenda of the next Board meeting. An official representative of the Association may be recognized during Board meetings to offer comments germane to matters under consideration which would affect employees.

~~[The Board agenda and exhibits (except those which cannot be released pending Board action, e.g., appointment of personnel) shall be sent to the Association prior to each regular meeting of the Board and]~~ **T**~~[t]~~he approved minutes of each meeting of the Board shall be posted to the BCPS Web site.

**ARTICLE 8**  
**Absences and Leaves**

~~**[8.2 — Adoption Leave**~~

~~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 sick leave. If both parents are employed by the school system, they may divide the use of paid adoption leave between themselves or either one may use the full six (6) weeks.]~~

~~**[8.6 — Absence for Maternity**~~

~~The parties hereto intend to comply fully with the provisions of the Pregnancy Discrimination Amendments of the Civil Rights Act of 1964, as amended. An employee 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 employee refrain from employment due to a disability resulting from her pregnancy, childbirth, and/or complications thereof. An employee 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.~~

~~An employee who selects this option and whose earned sick leave expires prior to the birth of the child, or the time she is able to return to work, may request an unpaid leave of absence for a period not to exceed six (6) months from the effective date of leave (last duty day worked).~~

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~~Should it become necessary to extend the leave beyond six (6) months, the employee's position will no longer be held. Reinstatement in an appropriate position will be made as provided in Section 8.15.]~~

**8.6 BIRTH AND BONDING**

**BIRTH AND BONDING LEAVE FOR AN EMPLOYEE GIVING BIRTH IS ADMINISTERED UNDER FAMILY AND MEDICAL LEAVE ACT (FMLA) GUIDELINES. THE EMPLOYEE QUALIFIES FOR MATERNITY LEAVE AS A SERIOUS HEALTH CONDITION (GIVING BIRTH) AND THEN MAY TAKE ADDITIONAL LEAVE FOR BONDING. THE LEAVE IS A MAXIMUM OF TWELVE (12) WEEKS, COMBINING THE MATERNITY AND BONDING LEAVE.**

**BONDING LEAVE FOR THE ADOPTION OR FOSTER PLACEMENT OF A CHILD IS ADMINISTERED UNDER FMLA GUIDELINES. UP TO TWELVE (12) WEEKS ARE AVAILABLE UPON THE BIRTH OR PLACEMENT OF THE CHILD. IN THE EVENT OF AN OUT OF STATE ADOPTION, IF EMERGENCY CONDITIONS DEVELOP INCLUDING GOVERNMENT OR AGENCY IMPOSED WAITING PERIODS WHICH DELAY THE RECEIPT OF THE CHILD, NO LOSS OF PAY WILL OCCUR FOR UP TO SIX (6) WEEKS AS A RESULT OF THIS DELAY PROVIDED OFFICIAL VERIFICATION FOR THE DELAY IS SUBMITTED TO THE MANAGER, DEPARTMENT OF STAFF RELATIONS AND EMPLOYEE PERFORMANCE MANAGEMENT.**

**EMPLOYEES MAY USE THE LEAVE AVAILABLE TO THEM DURING THIS TEMPORARY LEAVE OF ABSENCE.**

**FOR FAMILIES IN WHICH BOTH PARENTS WORK FOR BCPS, THE EMPLOYEES MAY TAKE UP TO 12 WEEKS COMBINED BETWEEN THEM AND CAN DETERMINE HOW TO DIVIDE THE TIME. THIS LEAVE WILL BE ADMINISTERED BASED ON FMLA GUIDELINES, WHEN APPLICABLE.**

**AN EMPLOYEE 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 EMPLOYEE REFRAIN FROM EMPLOYMENT DUE TO A DISABILITY RESULTING FROM PREGNANCY, CHILDBIRTH, AND/OR COMPLICATIONS THEREOF.**

**WHEN A BIRTH OR ADOPTION OCCURS LESS THAN 12 WEEKS BEFORE THE END OF THE SCHOOL YEAR, THE REMAINING LEAVE MAY BE USED AT THE START OF THE FOLLOWING SCHOOL YEAR.**

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**8.9 Urgent Personal Business Leave**

a. Each employee shall be entitled to up to **SEVEN (7)** [~~five (5)~~] days per year for urgent personal business leave. With the exception of inclement weather, a written statement of intent to be absent shall be submitted to the principal (or other appropriate administrator) at least twenty-four (24) hours prior to the expected absence. The principal (or other appropriate administrator) may make exception to the twenty-four (24) hour requirement in case of demonstrated need.

Urgent personal business leave must be used only to conduct personal business of any nature that cannot be scheduled on a non-duty day. Urgent personal business leave may not be used [~~on consecutive duty days or~~] on the first or last duty day of school for staff except with permission of the principal (or other appropriate administrator).

b. A personal business leave day may not be used immediately preceding or following a holiday except upon special permission by the appropriate member of the Superintendent's staff.

**WITH SUPERVISOR/ADMINISTRATOR APPROVAL, PERSONAL BUSINESS LEAVE MAY BE USED ON CONSECUTIVE DUTY DAYS IN ACCORDANCE WITH THE TERMS OF THIS ARTICLE. EMPLOYEES WANTING TO USE CONSECUTIVE PERSONAL BUSINESS LEAVE DAYS SHALL SUBMIT A WRITTEN REQUEST TO THEIR SUPERVISOR/ADMINISTRATOR AT LEAST THREE (3) DUTY DAYS PRIOR TO THE EXPECTED ABSENCE.**

**CONSECUTIVE PERSONAL BUSINESS LEAVE SHALL BE GRANTED UNLESS THE SUPERVISOR/ADMINISTRATOR DETERMINES THAT THE ABSENCE WOULD CREATE A HARDSHIP TO THE WORKSITE. THE SUPERVISOR/ADMINISTRATOR WILL RESPOND IN WRITING WITHIN TWENTY-FOUR (24) HOURS. IF THE REQUESTED LEAVE IS BEING DENIED, THE REASON FOR DENIAL SHALL BE PROVIDED.**

Absence for personal business leave shall not be charged to sick leave; unused urgent personal business leave shall be accumulated as rolled sick leave. Rolled sick leave shall be available during the year for use by the employee for making annual sick leave bank assessment contributions, if sufficient time is available in this category of leave. Employees who are members of the Maryland State Retirement and Pension System shall have all accrued rolled sick leave time included in the final calculation of accrued sick leave for creditable service made at the time of retirement. The only exception shall be that urgent personal business leave that is not used during the school year an employee retires shall not be applied to the previously noted creditable service calculation.

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~~[8.10—Special Religious Observance Leave~~

~~Employees are permitted a total of five (5) days for religious holidays. These days include two (2) paid religious observance leave days plus three (3) urgent personal business days of the five (5) days allotted in Article 8.9 of this Agreement. The two (2) days of religious holiday are not cumulative. 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.~~

~~In determining religious holidays beyond the five (5) days allowed, the Superintendent of Schools will request verification from appropriate religious authorities of the requirement to be absent from the worksite to fulfill religious obligations. Should religious authorities verify that more than five (5) days are needed by the employee, the employee shall pay the substitute rate for the employee's respective position for the additional day(s). The day(s) shall not be subtracted from the employee's accumulated sick leave.]~~

**8.11 Sick Leave**

Any employee needing to utilize sick leave must contact their immediate supervisor prior to or during the first hour of each day of absence, stating the necessity for the absence so that time records can be properly maintained, and work schedules realigned. Where a relatively long period of absence is anticipated, the employee need only contact their supervisor on the first day of the absence but must state at the time the estimated date of return.

The employee is required to submit to the appropriate administrator a letter or a suitable form giving the reason for absence.

Employees may be absent without loss of pay, within the limits stated below. Absences shall be charged to sick leave.

A full-time ten (10) month employee during the first fiscal year shall be advanced ten (10) days of sick leave. A twelve (12) month employee shall be advanced twelve (12) days during the first fiscal year.

A full-time ten (10) month employee, after the first fiscal year, shall be advanced fifteen (15) days of sick leave. A full-time (12) month employee, after the first fiscal year, shall be advanced eighteen (18) days of sick leave.

Sick leave shall be prorated for employees who have been in duty status for less than twelve (12) months.

A new employee or a rehire must be on duty at least five (5) qualifying months during a fiscal year to be eligible the following year for the higher advanced rate of sick leave.

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A regular part-time or ten (10) month employee shall be advanced sick leave in proportion to the time worked.

All unused sick leave is cumulative.

~~[An employee on less than a twelve (12) month schedule, who is employed for additional periods of duty on a temporary basis, is permitted to use sick leave during these periods. Such an employee shall receive sick leave for the additional term of employment in proportion to the time worked.]~~ **EMPLOYEES ON LESS THAN A TWELVE-MONTH SCHEDULE, WHO ARE EMPLOYED FOR ADDITIONAL PERIODS OF DUTY ON A TEMPORARY BASIS, ARE PERMITTED TO USE SICK LEAVE DURING THESE PERIODS. AN EMPLOYEE SHALL ACCRUE ONE-HALF DAY FOR EVERY WEEK WORKED DURING SUMMER SCHOOL. EMPLOYEES ASSIGNED TO SUMMER SCHOOL WILL BE PERMITTED TO USE A MAXIMUM OF THREE (3) DAYS OF LEAVE.**

An employee on leave of absence requiring Board action shall not be advanced sick leave.

An employee who becomes seriously ill while on vacation may have their vacation extended or take vacation at a later date. A serious illness is one that requires hospitalization or is of prolonged nature. This illness must be confirmed by the attending physician.

An employee who, while on vacation, has a death in the immediate family, or of a close relative, may have their vacation extended or take vacation at a later date. An employee who leaves the employ of the Board will be granted sick leave days accumulated during prior service if they return to duty within one (1) year. Ten (10) month employees who resign as of June 30 of any calendar year are eligible for such credit, provided they are re-employed the first duty day in September of the following calendar year.

When an employee is granted a leave of absence requiring Board action, their accumulated sick leave days are held in abeyance until they return to duty. Upon return to duty, the employee will be granted sick leave days according to the policies in effect, but they will not lose their earned length of service for accumulation purposes. In matters concerning leave of absence because of illness, the Superintendent may require a written certificate from a physician as proof of illness and need for leave.

**NEW 8.16 EMPLOYEE ATTENDANCE MONITORING PROGRAM (EAMP) (AND RENUMBER)**

**THE EAMP MONITORS THE USE OF INTERMITTENT PERSONAL AND FAMILY ILLNESS ABSENCES FOR EMPLOYEES AT RISK OF FAILING TO MEET THE BCPS EMPLOYEE ATTENDANCE STANDARD (EAS). WHEN A 10-MONTH EMPLOYEE HAS USED 9 DAYS OF PERSONAL/FAMILY ILLNESS LEAVE,**

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**MEDICAL DOCUMENTATION FOR ABSENCES IS REQUIRED. WHEN A 12-MONTH EMPLOYEE HAS USED 10 DAYS OF PERSONAL/FAMILY ILLNESS LEAVE, MEDICAL DOCUMENTATION IS REQUIRED. EMPLOYEES WHO ENTER THE EAMP MAY QUALIFY FOR INTERMITTENT FMLA LEAVE.**

**ARTICLE 18**  
**Wages**

**18.10 Staff Development Activities**

ESPBC unit members who are employed by BCPS during the summer and who are approved to attend job related summer staff development activities shall be compensated at their respective hourly rates of pay.

ESPBC unit members who are not employed by BCPS during the summer, but are approved to attend job related staff development activities during the summer, shall be compensated at **THE** [a] rate of eighteen dollars and thirty-nine cents (\$18.39) per hour.

**ESPBC UNIT MEMBERS WHO ARE NOT EMPLOYED BY BCPS DURING THE SUMMER, BUT ARE APPROVED TO SERVE AS TRAINERS, PRESENTERS, OR FACILITATORS FOR STAFF DEVELOPMENT ACTIVITIES DURING THE SUMMER, SHALL BE COMPENSATED AT THE RATE OF TWENTY DOLLARS (\$20) AN HOUR IN ADDITION TO THEIR HOURLY RATE.**

ESPBC unit members who are approved to attend staff development activities during the duty year (outside of their scheduled workday) shall be compensated at their hourly rate of pay.

**18.11 MOBILE COMMUNICATIONS STIPEND**

**IF AN EMPLOYEE IS REQUIRED TO USE THEIR CELL PHONE FOR BCPS BUSINESS, THEY MAY SUBMIT THE BCPS MOBILE COMMUNICATIONS STIPEND AUTHORIZATION FORM.**

**STIPEND RATES SHALL BE CONSISTENT WITH THE DEPARTMENT OF FISCAL SERVICES PROCEDURES RELATED TO “MOBILE COMMUNICATION DEVICES.”**

**ARTICLE 21**  
**Duration of the Agreement**

The provisions of this Agreement shall be effective through June 30, 2026, except as indicated in the following.

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**YEAR 1 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2024 (FY25), THE VALUE OF ALL ESPBC REPRESENTED SCALES SHALL BE INCREASED BY A THREE PERCENT (3%) COLA. IN ADDITION, THE VALUE OF THE LONGEVITY SCALE SHALL BE INCREASED BY A THREE PERCENT (3%) COLA. RELATED PROVISIONS AS STIPULATED THROUGHOUT THE AGREEMENT WILL ALSO BE INCREASED BY A THREE PERCENT (3%) COLA. THE SCALE WILL BE MODIFIED TO INCLUDE THE ADDITION OF HIGH SCHOOL DIPLOMA +90 CREDITS & BACHELOR'S DEGREE, BUT NOT EFFECTIVE UNTIL FY26.**

**YEAR 2 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2025 (FY26), THE LONGEVITY SCALE SHALL BE INCREASED BY A ONE PERCENT (1%) COLA. RELATED PROVISIONS AS STIPULATED THROUGHOUT THE AGREEMENT WILL ALSO BE INCREASED BY A ONE PERCENT (1%) COLA. EFFECTIVE JULY 1, 2025 (FY26), ALL ESPBC REPRESENTED EMPLOYEES SHALL ADVANCE ONE STEP ON THEIR PAY SCALE. THE HIGH SCHOOL DIPLOMA +90 CREDITS PORTION OF THE SCALE WILL BE EFFECTIVE.**

**YEAR 3 OF THE AGREEMENT:**

**EFFECTIVE JULY 1, 2026 (FY27), THE LONGEVITY SCALE SHALL BE INCREASED BY A ONE PERCENT (1%) COLA. RELATED PROVISIONS AS STIPULATED THROUGHOUT THE AGREEMENT WILL ALSO BE INCREASED BY A ONE PERCENT (1%) COLA. THE SCALES WILL BE MODIFIED TO INCLUDE THE ADDITION OF 2 STEPS AND THE DELETION OF 2 STEPS. ESPBC REPRESENTED EMPLOYEES WILL MOVE BACK 1 STEP ON THEIR RESPECTIVE SCALE. THE BACHELOR'S DEGREE PORTION OF THE SCALE WILL BE EFFECTIVE.**

~~[Effective July 1, 2023, fiscal year (FY) 24, all ESPBC represented employees shall be paid in accordance with FY24, July 1, 2023, scales contained in Appendix A. All ESPBC represented employees shall be moved to the restructured pay scale at a step below their current step. All employees hired in FY24 shall be placed on Step 1 on the appropriate scale in the appropriate grade or at an appropriate grade and step in accordance with the Division of Human Resources hiring practices. Related provisions as stipulated throughout the agreement will also be increased by a two percent (2%) COLA, for FY24, salary schedule step increases and longevity increment increases shall be funded.]~~

In addition, there shall be no furloughs or layoffs of bargaining unit employees **THROUGH FY27**~~[during FY24]~~.

Unless the parties mutually agree to the contrary during negotiations, negotiable items will be as follows. For the FY**26**~~[25]~~ successor agreement, negotiable items will be limited to two (2) articles,~~[;]~~ **W**~~[w]~~ages, and other rates of pay included in the Agreement **WERE NEGOTIATED AS A THREE (3) YEAR WAGE PACKAGE.**

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