

CONFIDENTIAL
Tentative Agreements
HCEA (Certificated)/HCPSS
August 2013
(Revised Aug. 19, 2013)

TOPIC	LANGUAGE	ARTICLE	IMPACT
Negotiations	Negotiations shall begin between November 1 but no later than January 10 December 1 , unless a later date is mutually acceptable.	2 Negotiations Procedure	Negotiations shall begin at an earlier date in order to conclude negotiations at a more reasonable time.
Teaching	Subject to curriculum guidelines and appropriate supervision by the teacher's evaluator , the responsibility for teaching all appropriate materials rests with the teacher.	4 Personal & Academic Freedom	Clarifies under academic freedom, that only the teacher's evaluator shall supervise appropriate teaching materials
Transfers	<u>No language changes.</u> (However, there is an outstanding issue regarding signature of current principal. The signature is not a requirement in the <u>Agreement</u> but is designated on "HCPSS Voluntary Transfer Form.")	6 Transfers	The "HCPSS Voluntary Transfer Form" and signature issue will be addressed via HCEA/HCPSS Labor-Management.
Preparation Time (for re-assignment)	Any elementary school teacher reassigned to another grade level, after the start of the student year will receive one two (2) days of unassigned time to prepare for the new assignment.	7 Assignment & Reassignment	Provides one extra day to prepare for new assignment if change is made once school has started
Substitute Coverage	<ul style="list-style-type: none"> Teachers identified as the teacher-in-charge or other approved chaperone for a pre-approved field trip will not use their own leave to attend that field trip. Substitutes will not be provided for ...speech-language pathologists, school psychologists, 	18 Work Hrs & Work Load	<ul style="list-style-type: none"> Language that guarantees substitute coverage for teachers in charge of field trips (no need to take personal days) Clarification on who does not receive substitute on daily basis. Subs. Available for long-term absences
Student Discipline	Student Code of Conduct" shall be considered followed by the school administrator in "reviewing individual student disciplinary actions."	9 Classroom Control	Administrators need to follow Student Code of Conduct as a governing document
	...the student shall not return to the classroom activity...where such disruption has taken place...until the teacher has had a formal conference with and a written and/or verbal reply from the principal or assist. Principal.	9 Classroom Control	Requires formal conference and written reply prior to disruptive student return to class
Notice Requirements	No visitor shall be permitted to enter a classroom w/o approval of the admin. A teacher will be notified, 24 hours in advance , either orally or in writing...	10 Protection of Teachers	Teachers must receive at least 24 hour advance notice if a visitor to the classroom
Just Cause	No teacher will be disciplined or reprimanded without cause (NEW K.)	10 Protection of Teachers	Moves "Just Cause" for Discipline & Reprimands from Art. 5 to Art. 10 (Protection of Teachers)

Employee Rights (Assn Representation)	<p>Following the provision of due process per the established Board policy on Employee Conduct & Discipline, Assn reps shall be entitled to accompany & represent a teacher at any hearing or meeting involving disciplinary action to be taken against the teacher at that meeting</p> <p>Before the Superintendent issues the disciplinary action, the teacher will be provided at least one workday of advanced notice of the meeting.</p> <ol style="list-style-type: none"> 1. The teacher will be advised that disciplinary action is being considered 2. The teacher will be advised of his/her right to have Assn representation at the meeting 3. The Superintendent/designee is not obligated to postpone the meeting with the teacher nor to suggest or secure alternate representation if the individual Assn representative requested is unavailable. 	10 Protection of Teachers	<p>This is NEW language. There was no language in current Agreement to guarantee a unit member's right to representation at disciplinary meetings. This language now guarantees that right. It also provides a notice requirement so the unit member also is put on notice that the meeting is/could be disciplinary. HCEA members need to contact the HCEA office immediately upon receiving such notice. There are back-up plans in place to better assure that MEMBERS will receive advice, consultation, and support.</p>
Leave (Sick & Bereavement)	<ul style="list-style-type: none"> • Previously accumulated sick leave days will be restored to all teachers who return to teach in Howard County within two (2) school years. • A teacher shall be allowed 5 consecutive work days ...w/o loss of pay on the death of ...anyone who has lived regularly in the household of the teacher for at least 2 years w/in the last 5 years... • One day of the allowable bereavement leave may be used within 90 work days of the relative's death to attend a memorial service • Teachers who do not receive annual leave will be allowed to use up to ten fifteen (15) days of sick leave for an illness in the immediate family or of a same-sex domestic partner. 	15 Sick & Bereavement	<ul style="list-style-type: none"> • Sick Leave restored w/n 2 yrs upon return • Defines "regularly in the household" to mean 2 yrs out of 5 yrs.. There will be no pre-approval or documentation needed. If follow-up is needed after leave used, Office of Superintendent will address the issue. • New language to allow 1 day w/in 90 days of relative's death to attend memorial service • Increase # of days to use for illness in immediate family...
Legal Proceedings	<p>A teacher who has been served with a lawfully issued subpoena...shall be granted w/ no loss of pay except:</p> <ol style="list-style-type: none"> 1. when such appearances are related to any suit brought by the teacher against the Board or its employees, or 2. in connection with any criminal charges brought against the teacher. 	16 Temporary LOA	<p>Revised language to clarify that this provision does not apply if the unit member is suing the BOE or if criminal charges are brought against him/her.</p>
Leave (Annual)	<p>12 month employees will receive 20 days annual leave</p> <ul style="list-style-type: none"> • Accumulated up to 40 days • On June 30, excess of 40 converts to sick leave • Employees encouraged to use annual leave • At termination of employment, lumps sum (current salary rate) 40 days or BOE policy. • Event of death, amount paid to estate. 	18 Wk Hrs/ Wk Load	<p>Delineating accumulation, use, and payout of annual leave for 12-month employees</p>

Leave (Family Crisis Leave Exchange)	A Family Crisis Leave Exchange that allows members to donate sick days to another member who's family is sick will be developed to be in place by January 2014	MOU	New Benefit to provide opportunity for unit members to use additional time to care for family member w/ serious medical condition Program to operate similar to SLB-- Days donated by unit members
Expenses/Reimbursement	<ul style="list-style-type: none"> All unit members will have access to \$100,000 \$125,000 for expenses for professional meetings Unit members will be reimbursed \$275 \$300 per credit hour Unit members will provide documentation, including proof of payment for reimbursement within 60 days after a course ends Unit members bringing a child into HCPSS will receive 25% 50% tuition discount 	13 Reimburse- ment	<ul style="list-style-type: none"> Increase in reimbursement per credit hour, and for professional meetings. IRS Regulations require documentation as noted. 50% tuition discount for child to attend HCPSS if living out of county.
Union Rights	<ul style="list-style-type: none"> HCEA will attend/participate in all orientation meetings for new hires Teachers interested in terminating HCEA membership must submit a written withdrawal to the HCEA office no later than 4:00pm Aug.31... If w/d occurs after Aug 31, full membership dues will be deducted by payroll. HCEA President will be placed on the top step of the 12 month Coordinator/Staff Development Facilitator scale 	14 Assn. Rights & Privileges	<ul style="list-style-type: none"> Outside of Agreement, HCEA will participate in all employee orientation events Specific timelines for w/d membership; full dues deducted if timelines missed Reflects salary equity for Teacher and ESP members elected as HCEA President
Health & Safety	<ul style="list-style-type: none"> The parties agree that Federal & State Occupational Safety and Health Laws will be adhered to. Adequate well-maintained playground, parking areas, exit & entrance walks &/or space as required by applicable code. Adequate well-maintained exit/entrance walks and playground space Emergency lighting in teaching areas, corridors, restrooms. Well-lit ventilated and clean teachers' restrooms Memo allowing unit members access to a private, clean, room for expressing milk 	19 Teaching Conditions	<ul style="list-style-type: none"> Ensuring that HCPSS followings applicable safety laws and codes to protect unit members " " " " Memo from Superintendent ensuring safe, healthy, private place to express milk
Evaluations	<ul style="list-style-type: none"> Timelines established for Observations & Evaluations Procedures aligned with Code of Md Regulations (COMAR, Chapters 4, 9) Eliminate Evaluation options that no longer exist Retain protections (G-N) of current <u>Agreement</u> (Sect. M.-"discipline language" moved to Art. 10) 	5 Evaluations	<ul style="list-style-type: none"> Revamps Evaluation Article to align procedures with COMAR Updates and revises Evaluation Language Maintains basic protections (i.e. review personnel file, complaints, review derogatory materials, test scores not used as sole criteria to retain, evaluate, or promote.

Salary	<p><u>FOR ALL SCALES:</u> Full Increment (retroactive to July 1, 2013), AND <u>FOR 10-11 MONTH TEACHERS' SCALE</u></p> <ul style="list-style-type: none"> • Compression to Step 29 w/ re-indexing (retroactive to July 1, 2013) AND • <u>FOR PPWS, PSYCHOLOGISTS, & FACILITATORS</u> 0.8% COLA for those going to and at top (retroactive to July 1, 2013) 	20 Salary Schedules	<ul style="list-style-type: none"> ○ All unit members who are on a salary scale will receive 1 step movement on the scale. ○ Those at top of 10 & 11 month teachers' scale will reach lifetime maximum income in 29 years instead of 30 yrs. ○ Those at the top of the scale and above will receive between 0.8% -1% increase on base salary (counts towards retirement)
Deductions from Salary	<p>7. MD State Retirement & Pension System 10. Teacher Retirement 11. Acacia Mutual Life 12. U.S. Savings Bonds 13. United Teacher Assn Insurance 14. United Way (Including Bright Minds Foundation) 15. Texas International Life Insurance</p>	21 Deductions from Salary	Updating, alphabetizing, and revising list of payroll deductions available
Health Insurance	No change in BOE or Unit member's percentage of premium costs HCEA's active participation in Benefits Advisory Committee	22 Insurance Protection	(Outside of Contract) Committee Charge will include input on the health benefits program, including (not limited to) setting rates, deployment of surplus, transparency in claims experiences
Sick Leave Bank Enrollment Period	Enrollment Period—The annual enrollment period shall be from July 1 to October 1 October 31.	23 Sick Leave Bank	Aligns Teacher Sick Leave Bank enrollment period with Paraprofessionals (ESP)

Respectfully Submitted,
Cheryl A. McLeod,

MSEA UniServ Director

Howard County

August 2013

On behalf of the HCEA Negotiations Team (Certificated)

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Negotiations

- Beginning negotiations by ~~Jan. 10~~ **November 1st**

Teaching

- Language: "subject to curriculum guidelines and appropriate supervision **by the teacher's evaluator**, the responsibility for teaching all appropriate material rests with the teacher."

Transfers

- **Current Language.** Voluntary Transfer issue outstanding re: current principal's signature. Agreement does not require it; HCPSS Transfer Form indicates signature is needed. To be addressed "outside the contract" (i.e. Labor Management Meetings)

Prep Time

- Any elementary school teacher reassigned to another grade level, after the start of the student year will receive ~~one~~ **two (2)** days of unassigned time to prepare for the new assignment.

Substitute Coverage

- Language that guarantees substitute coverage for teachers in charge of field trips (so staff does not take personal days)

Student Discipline

- Student Code of Conduct" shall be ~~considered~~ **followed** by the school administrator in "reviewing individual student disciplinary actions."

Notice

- Teachers will be given **24 hours notice** before a visitor enters

Employee Rights

- **Right to 24 hour notice and union representation at disciplinary meetings**

Leave

- Previously accumulated **sick leave** days will be restored to all teachers who return to teach in Howard County within two (2) **school** years.
- **Bereavement Leave** –Conditions re: living in household (2 yrs out of 5)
- One day of the allowable **bereavement leave** may be used within 90 work days of the relative's death to attend a memorial service
- Teachers who do not receive annual leave will be allowed to use up to ~~ten~~ **fifteen (15)** days of **sick leave** for an illness in the immediate family or of a same-sex domestic partner.
- **Clarification of annual leave for 12 month unit members**
- **Clarification of leave for "legal proceedings"**
- A **Family Crisis Leave Exchange** that allows members to donate sick days to another member whose family is sick will be developed to be in place by Jan. 1, 2014

Expenses/Reimbursement

- All unit members will have access to \$125,000 for expenses for professional meetings
- Unit members will be reimbursed ~~\$275~~ **\$300** per credit hour
- Unit members will provide documentation for reimbursement within 60 days after a course ends
- Unit members bringing a child into HCPSS will receive ~~25%~~ **50%** tuition discount

Union Rights

- HCEA will attend/participate in all orientation meetings for new hires
- Timeline to withdraw membership (**August 31**) will be written in the Agreement
- HCEA President will be placed on the top Step of the 12-month Coordinator/Staff Development Facilitator scale

Evaluation

- Time lines/Procedures in the Evaluation Article aligned with COMAR
- Other protections (G-N) of current Agreement remain intact

Health/Safety

- HCPSS will follow all applicable laws & regulations to ensure a safe & healthy work environment
- Memo allowing nursing mothers access to a private, clean, room for expressing milk

Sick Leave Bank

- Enrollment period shall be **October 31**

Health Insurance Committee

- No change in BOE's or unit members' percentage of premium costs
- Charter of health insurance committee that provides input on rate setting and deployment of surpluses as well as transparency in claims experiences. (Outside of Contract)

Payroll Deductions

~~10. Teacher Retirement~~

~~11. Acacia Mutual Life~~

~~12. U.S. Savings Bonds~~

~~15. Texas International Life Insurance~~

7. MD State Retirement & Pension System

13. United Teacher Assn Insurance

14. United Way (Including Bright Minds Foundation)

Salary

- ***INCREMENT (Step) for ALL SCALES***
- ***10-11 month Teacher Scales***
 - *compression of scale (Step 29) while providing increase (on base salary) by re-indexing for unit members at top of scale*
- ***PPWS, Psychologists, & Facilitators***
 - *0.8% COLA for those going to and at top of scale*

Respectfully Submitted,

Cheryl A. McLeod,

MSEA UniServ Director

Howard County

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