



MASTER AGREEMENT

Between the

BOARD OF EDUCATION OF HOWARD COUNTY

and the

HOWARD COUNTY EDUCATION ASSOCIATION

BEGINNING July 1, 2018

And

ENDING JUNE 30, 2020

This is a Two (2) Year Agreement

**THE BOARD OF EDUCATION OF HOWARD COUNTY
and the HOWARD COUNTY EDUCATION ASSOCIATION**

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**ARTICLE 1
RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining agent for all non-supervisory certificated professional employees of the Howard County Public Schools with regard to all matters relating to salaries, wages, hours, and other working conditions. The Superintendent of Schools and the members designated by the Board to act as its representatives in negotiations are excluded. This recognition is in accordance with the provisions specified in Section 6-401, et seq., Education Article of the Annotated Code of Maryland.

- B. For the purpose of this Agreement, the term “teacher,” when used hereafter, shall refer to all professional non-supervisory certificated employees represented by the Howard County Education Association. The term “Association” shall refer to the Howard County Education Association; the term “Board” shall refer to the Board of Education of Howard County.

**ARTICLE 2
NEGOTIATION PROCEDURE**

- A. Both parties agree to negotiate in good faith as prescribed in Section 6-401, et seq., Education Article of the Annotated Code of Maryland. The parties agree to utilize the contents and format of the Agreement in effect as the basis for proposals for negotiation in the new Agreement. This is understood to mean that:
 - 1. Items in the existing Agreement which remain satisfactory to both parties would be continued as part of the new Agreement.
 - 2. Items in the existing Agreement which are believed in need of change, deletion, or addition by either party may be the subjects of new proposals for negotiation.
 - 3. Items not included in the existing Agreement but believed desirable for consideration in the new Agreement by either party may be proposed as additions to the existing Agreement.

Negotiations shall begin on a date mutually agreed upon between November 1st but no later than December 1st unless a later date is mutually acceptable to both parties. All issues proposed for negotiations shall be detailed in writing and submitted by the Association to the Board or its delegated representatives not later than the first negotiating session. The Board shall submit in writing to the teacher representatives all additional issues upon which it wishes to negotiate no later than the first negotiating session.

- B. Neither party shall have any control over the selection of consultants or negotiation representatives of the other party.

- C. Negotiation sessions shall be closed meetings held as frequently as necessary, at a time other than the regular school day for students, to complete the negotiations by the stated completion date.

- D. If agreement has not been reached or at the request of either party, the provisions for handling an impasse as provided by Education Article, 6-408 (e) of the Annotated Code of Maryland, shall apply.

ARTICLE 3 GRIEVANCE PROCEDURE

A. Purpose and Definition

1. Purpose - The purpose of this procedure is to secure an equitable solution to a grievance at the lowest possible level. Nothing contained herein will be construed as limiting the right of any teacher to have a complaint adjusted without the assistance of the Association.
2. Definitions
 - a. Grievance - Any complaint by a teacher that cannot be settled orally concerning the interpretation or alleged violation of an express provision(s) of this agreement.
 - b. Grievant - A teacher, class, or group of teachers filing a grievance.
 - c. Association - the Association filing a grievance.

B. Procedures

1. A grievance, including a class grievance and an association grievance, shall be presented in writing on the prescribed form and shall contain at least the following:
 - a. Name(s) and position(s) of the grievant(s).
 - b. A statement of the grievance and the facts involved, including relevant dates.
 - c. A reference to the express provision(s) of this Agreement allegedly misapplied, violated, or misinterpreted.
 - d. The corrective action requested.
 - e. Signature(s) of the grievant(s).
2. The Superintendent/designee shall inform the Association in writing within ten days of any grievance that is filed.
3. A grievance shall be presented in the following steps:

Step 1: Between the grievant and his/her representative, and/or the Association, at the request of the grievant, and the employee's immediate supervisor and/or his/her designated representative

Step 2: Between the grievant and his/her Association representative, and the Superintendent and/or his/her designated representatives

Step 3: Submitted to binding arbitration. Grievances filed by the Association are not subject to binding arbitration unless covering Article 14, Association Rights and Privileges.

4. Any grievance shall be presented at Step 1 in writing, signed by the grievant, within twenty (20) school days from the date of its occurrence, or the date when the grievant knew or should have known of its occurrence. The Administrator's answer at each Step shall be given in writing within seven (7) school days after each step meeting, which shall be held within seven (7) school days following receipt of appeal. Unless a grievance is appealed to the next step within seven (7) school days of the Administrator's answer, it shall be deemed settled in accordance with the Administrator's answer, which shall be considered acceptable to the grievant and the Association.
5.
 - a. In the event the grievant and the Association are not satisfied with the disposition of a grievance at Step Two (2), the Association may vote within 30 days of the Step Two (2) decision to submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. Grievances filed by the Association are not subject to binding arbitration, unless covering Article 14, Association Rights and Privileges.
 - b. The jurisdiction and authority of the arbitrator and any opinion or award shall be confined to the express provision(s) of this Agreement at issue between the Association and the Board. The arbitrator shall not add to, alter, detract from, amend, or modify any provision(s) of this Agreement.
 - c. After the Board is advised by the Association of a decision to submit a grievance to binding arbitration under paragraph 5.a, the Board and the Association may within 15 school days agree to a pre-arbitration conference as set forth in paragraph 6.
6.
 - a. The pre-arbitration conference shall be held with representatives of the Board, the Association, and the Grievant, at his/her option, for the express purposes of settlement. During this conference both parties shall present exhibits, stipulate all possible facts of the case and agree to the authenticity of all documents.
 - b. If a pre-arbitration conference is held without the presence or participation of the Grievant, the Association shall have full authority to act on behalf of the Grievant.
 - c. Either the HCEA Board of Directors or the Board may submit a summary statement detailing their position to be shared with the other Board prior to a final vote on proceeding to arbitration.

C. Miscellaneous

1. "Days" shall mean working school days.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
3. To avoid any dispute in determining compliance with the specified time limits, the day on which a written grievance, appeal, or notice of hearing is received shall not be included in determining the limitation period. All written grievance notices or appeals are deemed to have been received on the day after the date of postmark, if mailed, or on date stamped or recorded thereon by a school official, who shall initial the same, if hand delivered.
4. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and/or his/her representative and the Superintendent/designee.

This procedure will be pursued should the grievant become incapacitated or, if left unresolved until the next school year, could result in irreparable harm to a party in interest.

5. If a grievance affects a group or class of teachers, involving two or more teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step Two (2).
6. Both parties agree that grievance proceedings will be kept confidential at all levels.
7. Documents, communications, and records initiated during and related to the processing of a grievance shall be filed in a separate grievance file. A settled grievance that relates to a salary adjustment may be referred to in the personnel file of the grievant(s).
8. Arbitration hearings will be scheduled to commence at 10:00 a.m., when no more than three (3) employees of the Board of Education of Howard County (including the Grievant and/or Grievants) are required by the Association to testify. In any case in which the Association will require the attendance of more than three (3) employees, the hearing will be scheduled to commence at 3:00 p.m. If the parties mutually agree, the hearing may commence at an earlier or later time.

ARTICLE 4 PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher shall be the concern of and warrant the review and appropriate action of the Board only:
 1. As it may prevent the teacher from performing his/her assigned functions during school duty hours;
 2. As it may be in violation of local, state, national, or common law.

- B. Each teacher will be entitled to full rights of citizenship, and no religious or political activities of any such teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such person provided they do not affect his/her classroom performance.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Howard County School System, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue the truth in the performance of their teaching functions. They agree that subject to curriculum guidelines and appropriate supervision by the teacher's evaluator, the responsibility for teaching all appropriate material rests with the teacher.
- D. No student's grade shall be changed without a conference between the student's teacher and the administrator. After the conference, the teacher will be notified, in writing, of the administrator's decision. In the event the student's teacher is not available for a conference, the administrator will notify the teacher in writing of any changes in a grade.

ARTICLE 5 EVALUATION

Teachers shall be evaluated consistent with the terms and conditions set forth below and in conjunction with applicable laws and regulations.

- A. Nontenured teachers shall be observed and receive written observation reports at least four (4) times during the school year, twice during the first semester and twice during the second semester by their principal, assistant principal, or any other certificated-supervisory personnel as approved by the Superintendent/designee. Classroom observations of teachers' professional practice shall be conducted by certificated-supervisory personnel who have completed training that includes identification of teaching behaviors that result in student growth. Teachers shall be informed, in writing, if they will be formally evaluated that year. Support received from resource teachers, new teacher mentors, discipline-specific support teachers and any other teacher-level position will be solely for the purpose of helping the teacher improve.
- B. In an observation year tenured teachers shall be observed and receive written observation reports by the above-mentioned personnel at least twice a year, once during the first semester and once during the second semester.
- C. Written comments shall be made concerning any observation of the teacher's work performance. The teacher shall receive a duplicate copy of said observation within five (5) school days after it is made. A post-observation conference shall be held at the request of the teacher or observer. The observation document shall include a statement that indicates that the signature of the teacher does not necessarily indicate agreement with the observation report. An observation shall provide for written comments and responses by the individual being observed, which shall be attached to the observation report. A teacher receiving an unsatisfactory observation shall receive a written explanation of the reasons for the unsatisfactory observation and written recommendations for improvement.

- D. All monitoring or observation of the work performance of the teacher shall be conducted openly and with full knowledge of the teacher.
- E. 1. All classroom teachers shall complete annually, in consultation with the administrator, the Student Learning Objective (SLO) Form. Student Learning Objectives are submitted between September 20th and October 20th each year. Revisions will be approved by the administrator and finalized within 10 calendar days after mutual agreement is reached, but not later than October 31st. Adjustments to the SLO's will occur between the end of the first semester and January 31st. Teachers instructing courses that do not extend throughout the whole year will consult with their administrator to identify a mid-point date to adjust their SLO's accordingly.
2. A conference shall be held with the teacher as part of the evaluation process.
3. The evaluation document shall include a statement that indicates that the signature of the certificated individual does not necessarily indicate agreement with the evaluation report.
4. Any evaluation shall provide for written comments and responses by the individual being evaluated, which shall be attached to the evaluation report.
5. An evaluation report that evaluates a teacher as ineffective shall include at least one observation by a certificated-supervisory employee other than the immediate supervisor such as an assistant principal, or any other certificated-supervisory personnel as approved by the Superintendent/designee.
- F. The final evaluation shall be completed and a copy given to the teacher evaluated prior to the end of the school year. Teachers shall be given a copy of any evaluation report prepared by their evaluators within five (5) school days after it is completed, but not later than the last duty day for ten-month teachers.
- G. No such evaluation report will be submitted to the Office of Human Resources of the Department of Education, placed in the teacher's file, or otherwise acted upon without a prior conference with the teacher.
- H. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating such teacher will be promptly investigated and called to his/her attention unless the investigation is conducted by a law enforcement, social services, or other similar agency.
- I. Upon request of the teacher, a curriculum staff/central office specialist shall jointly plan, implement and assess the classroom teaching techniques or procedures in question. Further teaching demonstrations by the above mentioned personnel may be conducted at the discretion of his/her immediate director.
- J. Neither teacher nor student proficiency tests shall be the sole criterion used in the retention, evaluation, or promotion of teachers.
- K. In recognition that teacher evaluation is an ongoing opportunity for continuous improvement, the parties agree to establish a Joint Evaluation Committee to discuss performance evaluation criteria for certificated teachers based on the general standards

established in accordance with Section 6-202(c) of the Education Article in Maryland Statute. The committee will make recommendations and function in accordance with said Section 6-202(c). The committee will meet at least four times per fiscal year.

ARTICLE 6 TRANSFERS

A. Voluntary Transfers - a voluntary request by a teacher for a change in assignment to a different school(s)

1. Teachers who desire to transfer to another building may file a voluntary transfer request by April 1 of such desire with the Superintendent or his/her designee who shall notify the immediate supervisor of such request. Such statement will include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
2.
 - a. Principals receiving voluntary transfer requests shall acknowledge receipt of the request for transfer.
 - b. If the teacher's request for transfer is denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Superintendent or his/her designee.
3. An applicant for transfer shall assume that he/she will continue in his/her present position until such time as he/she is notified, in writing, that his/her transfer has been granted; said notification shall be from the Superintendent or his/her designee.
4. Voluntary transfers for teachers for the ensuing year will not be processed after August 1, except for extenuating reasons.
5. **A teacher will have until August 1 to withdraw his/her transfer request or accept/deny in writing via e-mail, any transfer offered by the principal. The acceptance/denial must be made within 24 hours of the written email transfer offer from the principal. If the teacher declines the transfer offer, or fails to respond within 24 hours after the offer, his/her name will be removed from that school's transfer list for that year's staffing cycle.**

If the teacher does not withdraw his/her transfer request prior to the August 1 deadline, then after August 1, if selected by the principal, he/she can be placed into a vacancy based on the schools selected on his/her voluntary transfer request form.

B. Involuntary Transfers - an involuntary change in a teacher's assignment to a different school(s) due to student enrollment, program, or redistricting changes

1. Procedures
 - a. Volunteers from among those affected by the need for transfers will be given first consideration for transfer.
 - b. Notice of transfer shall be given to the teacher when possible at least ten (10) days prior to the date of change in August and September and thirty

(30) days prior to the date of change during the remainder of the year. Teachers who are involuntarily transferred after the start of the student year shall be provided two (2) days of unassigned class time to prepare for the transfer.

- c. An involuntary transfer will be made only after a meeting between the teacher involved and the appropriate administrator, at which time the teacher will be notified in writing, upon request, of the reason or reasons. In the event that a teacher objects to the transfer at this meeting, upon his/her request, the Superintendent or his/her representative will meet with him/her.
- d. A list of any open positions identified by field or qualification will be made available to all teachers being involuntarily transferred. Positions filled by long-term substitutes shall be considered vacancies for the purpose of transfers. An involuntarily transferred teacher will be considered for returning to his/her original position and school if and when said position becomes vacant during the following school year.
- e. Teachers returning from leave granted under Article 17, Sections A, B, and D, and teachers who are involuntarily transferred will be placed ahead of 1) teachers returning from an approved leave of absence; 2) teachers requesting a voluntary transfer (except in situations where placement has already occurred before surplus teachers have been designated); and 3) persons newly hired.

2. Notice

- a. The Superintendent/designee will consider the following in determining involuntary transfers:
 - (1) Teacher's area of competence
 - (2) Length of service in the Howard County Public School System
 - (3) The number of times a teacher has been involuntarily transferred and how recently the involuntary transfers were made
 - (4) Other relevant factors including, among other things, state and/or federal laws, rules, regulations, or administrative directives

C. Administrative Transfers

Whenever possible, and in general, initial notification on the part of the principal to the teacher he/she will be recommending for administrative transfer should occur no later than February 15. This will allow a teacher so notified to apply for a voluntary transfer under the provisions of the Negotiated Agreement if he/she is interested in doing so.

ARTICLE 7
ASSIGNMENT AND REASSIGNMENT

- A. Assignment - annual designation of a position involving grade(s) and/or subject(s) within a school
1. Consideration shall be given to new and non-tenured teachers in making assignments, recognizing their lack of experience.
 2. In arranging schedules for teachers who are assigned to more than one school, every effort will be made to limit the amount of interschool travel. Adequate travel time shall be allowed for teachers who are required to report to another school during the school day. Travel time shall be exclusive of lunch and planning.
 3. All teachers will be given written notice of their class and/or subject assignments, and building assignments three (3) working days prior to July 15th. All teachers will be given electronic access to their salary schedules, sick leave, annual leave, and personal leave accumulated for the forthcoming year not later than July 30, except in cases of emergency. Any teacher may request and receive email or written confirmation of the salary and leave information identified in this Section.
- B. Reassignment - a change in assignment within a school during the school year
1. After a teacher has been assigned for the school year, it may be necessary to make a reassignment. Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be voluntary except in cases of emergency. Notice of reassignment shall be given to the teacher when possible at least ten (10) days prior to the date of change in August and September and twenty (20) days prior to the date of change during the remainder of the year.
 2. Reassignment will be made only after a meeting between the teacher involved and the appropriate administrator, at which time the teacher will be notified in writing, upon request, of the reason or reasons. In the event that a teacher objects to the reassignment at this meeting, upon his/her request, the Superintendent or his/her representative will meet with him/her.
 3. Any elementary school teacher reassigned to another grade level after the start of the student year will receive two days of unassigned time to prepare for the new assignment.
 4. In reassigning teachers, items in 7A.1 and A.2 will be considered.

ARTICLE 8
PROMOTIONAL VACANCIES

- A. Announcements of Vacancies: Announcements of vacancies shall be posted on the faculty bulletin boards, published by circular to the staff, posted online and sent to the Howard County Education Association office. Announcements must be distributed at least twelve (12) calendar days (exclusive of Board designated holidays) before the closing dates for accepting applications.

- B. Submission of Application: Candidates must submit a letter of application to the appropriate office designated in the advertised vacancy.

ARTICLE 9 CLASSROOM CONTROL

A. Classroom Control

1. When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting a school activity or instructional program to the detriment of other students, the teacher may temporarily, with notification to the principal, exclude the student from the activity and/or program and refer him/her to the principal or other school-level disciplinary program(s) designed to assist such student(s).
2. Except when necessary to fulfill other normal student responsibilities, the student shall not return to the classroom activity, program, or area where such disruption had taken place until the teacher is satisfied that proper remedial action has been taken or until the teacher has had a formal conference with and a written reply from the principal or assistant principal.
3. The "Student Code of Conduct" shall be followed by the school administrator in reviewing individual student disciplinary actions. The final school building level authority for student disciplinary action is the school principal.

B. Physical or Verbal Abuse

1. Any teacher threatened with physical abuse or who is physically abused in connection with his/her employment shall immediately report the incident in writing to his/her immediate supervisor.
2. Incidents involving verbal abuse shall be reported in a similar manner.
3. The teacher may request a conference with the Superintendent or his/her representative to discuss such an incident or the corrective action taken.

- C. All schools shall have a two-way communications system in which a teacher can initiate calls to the school office. Schools presently without such systems shall have them included in their renovation plans.

D. Administrative Responsibility for Student Disciplinary Procedures

1. The principal of each school will be responsible for the development of an appropriate student disciplinary procedure with the involvement of all members of the faculty and administration.
2. It shall be the principal's responsibility to inform, in writing, the faculty and staff of the school disciplinary procedure. This shall occur by the end of the first student week of school.

- E. The initial responsibility for pupil behavior, safety, and control rests with the classroom teacher. The Board will provide all teachers with a policy of discipline as based on Maryland School Laws.

**ARTICLE 10
PROTECTION OF TEACHERS**

- A. The parties agree that they shall give support to the discipline procedures and policies of the Board and the items related to student discipline in this Agreement. The administration and the teachers recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, creed, color, or sex.
- B. Whenever a teacher is absent from school as a result of compensable injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a period not to exceed 90 days with no loss of fringe benefits, and no part of such absence will be charged to his/her annual or accumulated sick leave. The parties acknowledge that payment of workers' compensation leave under this section fully satisfies the Board's obligation to pay temporary total disability benefits under workers' compensation law so no duplication of benefits may occur during this 90 day period. As such, any workers' compensation payments made for temporary disability due to said injury and applicable to the aforementioned 90-day period shall be endorsed over to the Board.

If during the 90 day period the employee was granted leave from the sick bank, and it is subsequently determined that the employee was absent as a result of a compensable injury, the Board shall restore any used sick bank leave occurring during the aforementioned 90 day period.

The teacher may apply for an unpaid leave of absence under Article 17 of this Agreement without affecting any benefits which may be due under the workers' compensation law.

The Board will reimburse teachers for the cost of medical, surgical, or hospital services (as covered under workers' compensation insurance) incurred as the result of any injury sustained in the course of his/her employment.

- C. In the event of bomb threats against school system property, teachers will not be asked to search for bombs.
- D. Teachers, with the exception of pupil personnel workers, need not discuss student problems with parents away from the school site.
- E. In case of an assault by a student, or a nonstudent, on school property, including the school parking lot, on a teacher, causing damage or loss to his/her personal property--such as clothing--the Board shall make an equitable financial adjustment with the teacher for personal property losses not otherwise covered by insurance or restitution.

- F. Any physical assault upon a teacher by a student **may** result in suspension of said student based on an investigation of the incident conducted by the school administrator. Administration will follow established school system discipline guidelines.

Except cases involving students with disabilities, no student shall be returned to class without **conferring** with the teacher.

- G. In the event of threats made against staff members the administrator will review and explain the school system Threat Management Process with the affected staff member. Throughout the process, the affected employee will be provided access to available resources within the system to address emotional wellbeing. At the conclusion of the investigation, the employee will be informed of the outcome.
- H. A comprehensive and thorough review of the Emergency Operating Procedures will occur prior to the end of September each school year. This review will include the roles, responsibilities, and expectations of staff members in the event of an emergency. Information and instructions on accessing 911 will be included.
- I. No visitor shall be permitted to enter a classroom without approval of the administrator. A teacher will be notified, 24 hours in advance, either orally or in writing, in advance by a school administrator. The teacher may request that the visit be rescheduled based on the instructional needs and the best interests of the students.
- J. The Board shall provide, at the teacher's request, legal counsel to defend the teacher in an action arising out of an assault on a teacher in the course of the teacher's professional duties or arising out of any disciplinary action taken by a teacher in accordance with the disciplinary policy of the county.
- K. The teacher shall be informed in advance of the assignment of an instructional assistant and/or paraprofessional, and such assignment shall not be withdrawn except in case of emergency. The assignment may be withdrawn if the instructional assistant is assigned as a substitute for a teacher for that day only.
- L. Except for students with disabilities, if a student has been apprehended in a plan to cause serious injury or death to a teacher as determined under the school system's threat management plan, that student will not be returned to that teacher's classroom.
- M. No teacher will be disciplined or reprimanded without cause.
- N. Following the provision of due process per the established Board policy on Employee Conduct and Discipline, Association representative (s) shall be entitled to accompany and represent a teacher at any hearing or meeting involving disciplinary action to be taken against the teacher at that meeting.

Before the Superintendent/designee issues the disciplinary action, the teacher will be provided at least one work day of advance notice of the meeting.

1. The teacher will be advised that disciplinary action is being considered.

2. The teacher will be advised of his or her right to have Association 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 Association representative requested is unavailable.

Except in cases when the urgency of the situation dictates otherwise, the meeting may be delayed up to one additional workday to secure representation for the teacher.

- O. Teachers shall have the right, upon request, to review the contents of their personnel file, maintained by the Office of Human Resources, in the presence of a Human Resources administrative staff member, and to receive copies at Board expense of any documents contained therein which are not available from the original source or which the teacher had not previously received. A teacher shall be entitled to have a representative(s) accompany him /her during such review. The Board will protect the confidentiality of personal references, academic credentials, and other similar documents.
- P. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file, maintained by the Office of Human Resources, unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. He/she will also have the right to submit a written answer to such material and his/her answer will be review by the appropriate administrator and attached to the file copy.

ARTICLE 11 LIMIT OF DUTIES

- A. Teachers will continue to carry out such duties that are deemed necessary for the proper operation and function of the school provided that every effort be made by the Board to provide assistance to perform nonprofessional assignments.
- B. Teachers will not be required to perform custodial duties.
- C. Teachers will not be required to deliver books, equipment, or any heavy or bulky teaching materials to classrooms.
- D. Teachers will not be required to drive pupils to activities which take place away from the school building.
- E. Teachers Secretaries
 1. The Board shall provide one teachers' secretary for each school to assist teachers in the preparation of materials, correspondence, ordering supplies, and other duties related exclusively to teachers.
 2. Teachers' work shall have priority over administrative work.

- F. Except in cases of emergency, teachers assigned to more than one school in a day shall not be assigned non-teaching duties that day.
- G. Teachers shall not be required to supervise student teachers.
- H. Teachers shall not be required to obtain substitutes except as may be necessary to properly utilize the electronic substitute calling system, but may obtain substitutes with the permission of the principal.
- I. Elementary school teachers will not be assigned lunch or recess duty.
- J. In order that school counselors may be effective in their positions in working with students, every effort will be made to support their role as a student advocate and avoid placing them in an investigative position that could compromise their relationship with students.

ARTICLE 12 PERSONNEL EMPLOYMENT

- A.
 1. All new teachers will be placed on the proper step of the salary schedule according to their certification, experience, and education, but not to exceed Step 18 of the appropriate lane. No presently employed teacher will receive less than the salary indicated on the salary schedule for his/her credited certification, experience, and education.
 2. Credit will be given for previous outside teaching experience in a duly accredited school, pre-K-12 or any combination of grades within pre-K-12, upon initial employment in accordance with the provisions of the above paragraph.
 3. Occupational therapists, physical therapists, school mental health therapists, and speech/language pathologists can receive credit for purposes of placement on the salary scale for related professional work experience on a license or teaching certificate. This provision only applies to therapists and pathologists hired beginning in FY06.
 4. In critical shortage areas as determined in advance by the Superintendent's designee, teachers may receive credit for purposes of placement on the salary scale for related professional work experience (up to 10 years) in the field in which they are hired to teach. Related professional work experience includes teaching at least 9 credits per semester in the related area at the college/university level. Credit for related professional work experience may only be awarded if the teacher (applicant) was eligible for a Maryland teaching certificate at the time of the professional work experience. This provision only applies to teachers hired beginning in FY08.
 5. Credit not to exceed two (2) years for military experience or alternative civilian service required by the selective service system and not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work, will be given upon initial employment.

6. Paraeducators who are or were employed as paraeducators with the Howard County Public School System will be granted service credit not to exceed ten (10) years for the purpose of placement on the Teachers Salary Scale, if and when they become Howard County teachers. This provision only applies to paraeducators hired beginning in FY08.
- B. Previously accumulated sick leave days will be restored to all teachers who return to teach in Howard County within two (2) school years.
 - C. The Superintendent and/or his/her designee shall inform teachers within thirty (30) days after receipt of changes in state and/or local certification policies.
 - D. Reduction in Force
 1. In any reduction of teachers as a result of budgetary actions, curriculum changes, administrative reorganization, and/or reduction in enrollment, the reductions within the affected area of certification shall be in the following order:
 - a. Teachers holding provisional certificates
 - b. Nontenured teachers
 - c. Teachers whose certificate is rated as Class II
 - d. Tenured teachers holding a standard professional certificate or an advanced professional certificate
 - e. The determining factors in the layoff of teachers within each of the above categories will be:
 - (1) Certification in the subject area.
 - (2) Length of service in the Howard County Public School System
 - (3) Ability to teach the appropriate subject area(s)

The presence of these factors shall not be considered an admission regarding the negotiability of such factors.
 - f. Seniority Determination
 - (1) Seniority shall be determined by the day, month, and year the teacher signed a regular or provisional contract with the Board or the date of a letter of assignment within each of the categories indicated in D.1. (a) of this article.
 - (2) In the event the date of the contract or letter of assignment is the same, and other criteria as included in 1.b. above are the same, affected employees will participate in an impartial lottery to determine the teacher to be laid off.

- (2) A teacher on the priority recall list may decline the offer of employment once within his/her area of certification and prior employment status (e.g. full time, part time).
- (3) By the end of one year from the date of being notified of the layoff, it is the teacher's responsibility to notify the Director of Human Resources in writing if he/she desires to remain on the priority recall list for the second year.

4. Benefits for Teachers on the Priority Recall List

- a. Teachers on the priority recall list may at their option pay the group rate costs of all medical, health, and/or dental insurance benefits provided by this contract which the individual had at the time of layoff under this section. The employee may continue such coverage as long as he/she remains on the recall list and as long as he/she pays 100% of the premiums. The payments will be quarterly, in advance.
- b. Teachers recalled to active employment under these provisions shall have restored to them all sick leave and personal leave accrued prior to being terminated under this article.
- c. Layoff under this section will neither be considered as a break in service or count towards years of service for seniority purposes as long as a teacher is re-employed under the conditions of this section.

5. Tenured teachers on the priority recall list will be placed before teachers returning from leaves under Article 17, except for those returning from leave as per paragraphs A, B, and D of Article 17.

- E. For summer school positions or for any teaching or advisory positions not performed during regular school hours, the Board shall utilize the services of its qualified professional employees, when such personnel are available.
- F. Teachers shall receive their pay checks in individually sealed envelopes or shall have the option of having their pay checks deposited directly through a bank designated by HCEA. In the event that a payday falls on a nonworking day, paychecks for teachers shall be delivered on the nearest working day to the scheduled pay date. Effective July 1, 2005, all new hires must either authorize direct deposit of pay or obtain a money card.
- G. Personnel employed for work, which is an extension of normal teaching duties, beyond the normal school year, excluding summer school, shall be compensated on a prorated sum based on the salary normally received if such work and rate of compensation are not provided in this agreement.
- H. Part-time teachers employed by the Board, based on qualifications and seniority, shall be considered for vacancies consistent with the provision of Article 6A.

ARTICLE 13 REIMBURSEMENT

- A. Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all work-connected travel in accordance with IRS regulations. Teachers will be required to attend no more than three (3) countywide meetings per year without being reimbursed for mileage. Teachers who travel during the work day shall be reimbursed for all work-related travel at the approved rate per mile for all driving in excess of their normal daily commute to/from their home school/office.
- B. Teachers earning graduate or undergraduate college credit or approved staff development courses taken for credit toward certification shall be reimbursed for tuition costs by the Board. The rate of reimbursement is up to \$300 per credit up to a maximum of 45 graduate credit hours, with an annual limit of twelve (12) credit hours, and a rate of up to \$155 per credit up to a maximum of 24 undergraduate credit hours while employed by the Board of Education of Howard County and if the course is in a Maryland State Department of Education certificated area. There is no annual limit for credits taken through a Board-sponsored cohort program, as designated by the Superintendent's designee. Documentation must be submitted within sixty (60) days of the end of the course. Teachers may use unused undergraduate and graduate credit hours to renew teaching certificates.

If the cost of such tuition is less than the specified fiscal year amount per credit, the Board shall reimburse teachers for the full cost of said tuition. Reimbursement shall be made only upon written request by the teacher who shall provide an official grade report or official transcript indicating satisfactory completion of the course and proof of cost and proof of payment.

Teachers may use available graduate credit reimbursement for National Board Certification (NBC) work as designated below, when such fees are not eligible for reimbursement by local/state and/or other sources.

1. Three (3) available credits for successful NBC candidacy
2. One (1) available credit per successful NBC retake
3. Three (3) available credits per successful NBC renewal

Occupational therapists, physical therapists, school mental health therapists, speech-language pathologists, and audiologists who are required to maintain a professional license or certification through an agency other than the Maryland State Department of Education shall be eligible for reimbursement for the cost of programs and/or courses required for licensing approved in advance. The total reimbursement shall not exceed \$420 per year.

If directed by the Superintendent/designee to obtain additional certification endorsements, the Board will provide additional reimbursement for tuition at the rate set forth in paragraph B after the reimbursement provisions of that paragraph have been exhausted.

- C. If a salary is affirmed for a school year on the basis of an anticipated certification status, said salary will not be diminished during that school year.
- D. **Two hundred thousand dollars (\$200,000)** shall be allocated to paying the expenses of teachers to attend approved professional meetings. These expenses of teachers shall include food, transportation, lodging, and other convention expenses. Reimbursements to teachers

for meals and incidentals shall not exceed the applicable U.S. General Services Administration (GSA) per diem rate. The teacher will also receive salary during this time. These days shall not be deducted from sick or personal leave.

ARTICLE 14 ASSOCIATION RIGHTS AND PRIVILEGES

- A. There will be no reprisals of any kind taken against any teacher solely by reason of his/her membership in the Association or for participation in any of its lawful activities.
- B. The Association will be provided with copies of minutes of public session official Board meetings. The Board will be provided copies of minutes of public session meetings of the Association.
- C. The Association may request and shall be given a place on the agenda of all regular Board meetings for brief reports and announcements.
- D. The Superintendent shall be available upon reasonable request to meet with representatives of the Association.
- E. The principal of each school shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement in his/her school.
- F. The Association will be provided with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.
- G. The Association will have the right to have placed in the Superintendent's packet for all new teachers a letter prepared by the Association which informs said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Howard County Public School System.
- H. The Association shall be given a place on the agenda of the orientation program for new teachers to explain the function and benefits of membership.
- I. In order for the Association to properly fulfill this Agreement for the benefit of all teachers and the welfare of the school system, the Association representative may visit schools and talk with teachers, provided that the exercise of this right will not interfere with the educational program. The Association representative will check in at the front office of the school upon his/her arrival.
- J. The Association shall continue to use school buildings without cost at reasonable times for meetings provided the use of the building shall not result in any additional cost to the Board. The principal of the building in question will be notified in advance of the time and place of all such meetings.

- K. The Association representative will have the right to schedule meetings of the teachers before or after school work days or at any other times which do not disrupt the normal school program.
- L. There will be bulletin board space of appropriate size reserved for the Association, in an appropriate place in each school building, for the purpose of displaying notices, circulars, and such material. Copies of all such material will be given to the building principal, but his/her advance approval will not be required.
- M. The Association will have the right to place Association notices, circulars, and other materials in all teachers' mailboxes. Copies of all such material will be given to the building principal and Superintendent, but his/her advance approval will not be required. The Association will also have the right to use the interschool mail to distribute prepackaged and labeled material, and its office shall be a designated stop on the interschool mail distribution route for delivery of interschool mail, so long as the Association office is on a regular route.
- N. No teacher will be prevented from wearing pins or other identification of membership in the Association.
- O. Teachers shall be allowed to attend professional meetings with the approval of the Superintendent.
- P. The rights and/or privileges granted to the Association in this section will not be granted to any other teachers' group or organization during the term of this Agreement.
- Q. Officers and members of the Association recognize that school equipment, time, and materials are intended primarily for the use of pupils.
- R. Unless a teacher requests that his/her address and phone number not be distributed, the Association faculty representative shall be provided with a faculty list, including home addresses and telephone numbers, by September 15.
- S. Association officers and/or representatives shall be permitted to draw upon a total of **fifty (50)** full days for use for Association business. Upon request of the president, a representative shall be released from professional duties for Association duties, with payments of substitutes, if necessary, borne by the Association. Notice of such absence shall be given as far in advance as reasonably possible to the employee's immediate superior, but in no case shall the notice be less than 48 hours. No one may use more than five (5) consecutive days **or more than ten (10) days in a school year under this Article.**
- Any Association leave days remaining at the end of each year may be deducted from the amount HCEA pays to the Board for the Association president's salary. The amount deducted for each day will be the difference between the daily substitute rate and the daily rate of the president.
- T. In addition to paragraph S, the Association may designate a maximum of thirty-five (35) unit members to attend the annual corporate meeting of the Maryland State Education Association (MSEA).

1. The Association shall, ten (10) calendar days prior to the first day of the MSEA corporate meeting, submit a list of unit member names designated to attend said meeting to the Superintendent. His/her approval will not be necessary.
 2. The Board shall allow the designated unit members not more than one (1) full duty day for such attendance, without loss of pay or any other benefit due them, per school year.
 3. The Board and the Association agree that this section (Article 14, Section T) does not apply if schools are closed on the day that the annual corporate meeting of the Maryland State Education Association is held.
- U. The Board of Education shall provide the Association with copies of all policy changes or directives issued by the Board or Central Office administrative personnel that affect wages, hours, or conditions of employment of teachers as a group.
- V. The Board shall furnish to the Association in response to reasonable request from time to time available information concerning the financial resources of the system, including but not limited to: annual financial reports, names of certificated personnel, individual and teacher group health insurance premiums and experience figures, and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and the students.
- W. Association representatives and Board of Directors members shall be permitted to leave the school building immediately following student dismissal in those schools dismissing students at 3:15 or later for the purpose of attending scheduled Association meetings. Such early departure shall not exceed two (2) times per month.
- X. The Association president shall have access to the sick leave bank when 15 days of Association-provided sick leave are exhausted.
- Y. Teachers interested in terminating HCEA membership must submit a written withdrawal to the HCEA office no later than 4:00 pm August 31st to avoid membership costs the following year. If withdrawal of membership occurs after August 31st, full membership dues will be deducted by payroll.

ARTICLE 15
SICK AND BEREAVEMENT LEAVE

A. Sick Leave

1. Teachers shall earn and be credited sick leave at the rate of one (1) work day per month, the annual total of which shall be available at the beginning of the school year after the first day of duty.
2. The total unused portion of the annual sick leave allowance shall be permitted to accumulate to an unlimited amount.
3. All teachers may use their accumulated sick leave as of the first day of the school year, even though they have not been able to report for duty on that day, provided the teacher presents evidence of personal illness.

4. Employees who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.
5. Teacher bargaining unit members whose primary duties do not require substitute coverage for the period requested may submit and use leave in one (1) hour or more whole increments.

- B. An employee shall be granted five (5) consecutive duty days of leave for death in the immediate family. The employee will be paid for any of the five (5) consecutive days of leave which are duty days. Immediate family shall include child, parent, brother, sister, husband, wife, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepchildren, step-parent, **step-brother, step-sister, grandparents of spouse/domestic partner, biological parent of the employee's child** or of anyone who has lived regularly in the household of the employee for at least two (2) years within the last five (5) years.

Upon the death of an uncle, aunt, niece or nephew, the employee will be permitted up to two (2) days of absence at any one time without the loss of salary for leave days that are duty days.

One day of the allowable bereavement leave may be used within 90 work days of the relative's death to attend a memorial service. **An extension of this time will be evaluated on a case by case basis by the Human Resource Department.**

- C. Teachers under contract for less than full time shall be allowed sick leave and bereavement leave based on the percentage of time worked.
- D. Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability under all Board policies, and the teacher must return to work as soon as physically able, unless the teacher resigns or requests a leave of absence.
- E. Teachers who do not receive annual leave will be allowed to use sick leave for an illness in the immediate family or of a same-sex domestic partner.
- F. Any unit member who retires or resigns effective July 1 of any year and who files the necessary documents committing to such intent no later than February 1 of that year shall receive termination pay at his/her current salary rate equal to two percent (2%) of his/her accumulated unused sick leave as of the date of retirement or resignation. If such notice is filed no later than March 1 of that year the termination pay will be equal to one percent (1%) of accumulated unused sick leave as of the date of retirement or resignation.

ARTICLE 16
TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with full pay each school year:
1. Personal leave
 - a. Three (3) days of leave per year, with no loss of pay, shall be available to each teacher for personal leave.
 - b. The teacher shall not be required to give the reason for taking personal leave but, except in cases of emergency, must notify the principal of his/her intention 24 hours in advance.
 - c. Unused personal leave days may be accumulated up to five (5) with no more than four (4) days used consecutively and any days in excess of five (5) shall be transferred to sick leave.
 - d. Personal leave may not be used solely to extend holidays and/or vacation periods. Personal leave may be granted by the Superintendent/designee during these periods provided that the request is made in writing at least ten (10) school days in advance.
 - e. Misuse of leave shall result in deduction of full pay.
 - f. **Teacher bargaining unit members whose primary duties do not require substitute coverage for the period of time requested may request to use personal leave in one (1) hour or more whole-hour increments.**
 2. Legal Proceedings
 - a. A teacher who has been served with a lawfully issued subpoena to appear at a judicial or administrative proceeding connected with his/her employment with the school system shall be granted leave with no loss of pay except (1) when such appearances are related to any suit or litigation brought by the teacher against the Board or its employees, or (2) in connection with any criminal charges brought against the teacher.
 - b. A teacher called for jury duty shall notify his/her principal of his/her plans for such service as early as possible and shall receive full pay and fringe benefits in addition to remuneration for jury duty.
 3. Temporary Military Service
 - a. **Requests for leave for military service should be submitted to the Office of Human Resources and will be approved in compliance with current federal law/regulation.**

Eligible employees will also receive up to fifteen (15) days of paid leave per year for military training.

ARTICLE 17
EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to one (1) teacher who has achieved tenure and is designated by the Association will, upon request, be granted a leave of absence without pay or other benefits for a minimum of one (1) year for the purpose of engaging in Association (local, state, or national) activities. In addition, a tenured teacher who is elected MSEA president or vice-president or NEA president or vice president will, upon request by HCEA, be granted a leave of absence without pay or other benefits for the year(s) the teacher is president.
1. An individual elected to serve as President of the Howard County Education Association shall become or remain a full time employee of the Howard County Public School System and shall be granted leave status for the period of his/her term. For individuals who are part-time prior to being elected president, there is no guarantee of a return to a part-time position once the term expires.
 2. During his/her term, the President of HCEA shall be placed on the top step of the salary schedule labeled 12-month Coordinator/Staff Development Facilitator.
 3. The salary and fringe benefits for the HCEA President will be paid by the Howard County Public School System and reimbursement will be made to the Howard County Public School System by HCEA.
 4. Upon completion of his/her term(s), the HCEA President will return to a ten-month position and salary, subject to the terms of the Master Agreement.
- B. A leave of absence without pay of up to two (2) years may be granted to any teacher on tenure who serves successfully in the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs.
- C. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board.
- D. **Military leave without pay will be granted to any teacher who is inducted into any branch of the Armed Forces of the United States for the period of said induction.**
- E. Tenured teachers, at their request, shall normally be granted a leave of absence for child rearing, without pay, for such a period of time as the teacher requests, but not to exceed two (2) years. Any such request in excess of twelve (12) weeks must be planned to conclude at the end of a school year. The Board may, at the teacher's request, renew this leave on an annual basis for a period not to exceed three (3) years per occurrence. Applications for such leave shall be made as soon as possible, but normally at least thirty (30) days prior to the effective date.
- F. The Board may grant a leave of absence without pay to any teacher on tenure to campaign for public office or to campaign for a candidate for public office. Leave will be granted for a minimum of one (1) semester.

- G. Any teacher whose illness extends beyond the period covered by his/her accumulated sick leave and any additional sick leave granted to him/her by the Board may be granted a further leave without pay for such time as is necessary for complete recovery from such illness.
- H. Upon return from leave granted pursuant to A, B, or D, of this Article, a teacher shall be restored to his/her former position or to a position of like nature and status and will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A teacher will not receive increment credit for time spent on leave granted pursuant to Section C, E, F, G, or J of this section.

The following are applicable generally to all extended leaves unless elsewhere excluded in this Agreement:

1. Other benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or to the first available position for which he/she is certificated.
 2. All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing, and the Superintendent/designee will provide a written response to all such requests.
 3. Leaves taken under Section B or C of this article shall be planned to commence and terminate at the beginning of the fall semester. Said leaves shall be requested no later than July 15.
- I. Nothing contained herein shall prevent a teacher on leave without pay from being a substitute in the Howard County School System while on such leave.
 - J. A leave of absence for up to one school year without pay may be granted to a teacher to care for a sick member of his/her immediate family (son, daughter, husband, wife, same-sex domestic partner, mother, father). Appropriate medical statements shall be submitted to the personnel office to verify the need.
 - K. Teachers whose leave expires must notify the Office of Human Resources by March 1, in writing, regarding their intention to return from the expired leave. Failure to do so will be construed as a lack of interest in employment.
 - L. Other leaves may be granted at the discretion of the Board of Education.

ARTICLE 18
WORKING HOURS AND WORK LOAD

- A. It is recognized that teachers are professionals, and therefore their primary duties may not always be accomplished entirely within the scheduled work day. However, teachers shall be assigned appropriate starting and dismissal times, provided that the total regular work day will be no longer than 7 hours and 35 minutes consecutively, except for one Back-To-School night per year and when faculty meetings are held. Teacher attendance at Back-To-School night will not extend beyond two hours and thirty minutes. Teachers who are unable to attend Back-To School night due to extenuating circumstances may, in cooperation with their principals, make other arrangements for presentation of their programs to parents. In the event that it becomes necessary to assign nonteaching duties during the regular work day, such duties will be assigned on a just basis.

In regard to delayed opening and/or early dismissal days as a result of emergency conditions the work day of classroom teachers will be delayed by a length of time equal to the length of the delayed opening, or dismissal of teachers will occur earlier by a length of time equal to the length of the early closing of schools.

- B. The school calendar shall include one hundred ninety-five (195) working days for all ten-month teachers. This will include 193 scheduled working days and two days of professional time not scheduled in the school calendar that shall be used as described in paragraph 3 below. Days when students are not present may be used as professional days that will focus on instruction and student achievement. The scheduled professional days will be used by teachers to concentrate on the achievement of their students. Individual planning for instruction, system-wide professional development, professional development at the school level, working collaboratively with colleagues, professional development plan implementation and other team/department work focused on improving student performance are all appropriate uses of these days. At least one full day, or two half-days of this time will be meeting-free periods of self-directed time during the Back-to-school week for teachers in August.

1. Eleven-month personnel: Twenty (20) days more than a ten-month teacher
2. Twelve-month personnel: **All represented twelve-month employees shall work the same schedule as 12-month central office staff.**
3. The two unscheduled days for 10-month and 11-month unit members shall be professional time, outside the scheduled duty day, that will focus on instruction and improving student achievement, and professional activities that improve the learning environment. If there are issues over application of this provision that cannot be resolved at the school level they will be forwarded to the HCPSS office of School Administration and HCEA for joint resolution.

Prior approval on use of the time will not be required. However, by June 1st of each year all 10 month and 11 month unit members shall be responsible for submitting a voucher identifying the professional activities in which the teacher has been engaged. Teachers who do not turn in the above documentation will have their final pay adjusted accordingly.

- C. All twelve-month employees will receive 20 days of annual leave.

Unused annual leave may be accumulated up to a maximum of 40 days. Each year, on June 30th, unused annual leave in excess of 40 days shall be automatically transferred to an employee's accumulated sick leave.

Employees are encouraged to use all annual leave. At termination of employment, a lump sum settlement shall be made at the current salary rate of any unused annual leave, but not to exceed a maximum of forty (40) days or the maximum established by Board policy. In the event of an employee's death, such amount shall be paid to the employee's estate or designated beneficiary.

- D. Every reasonable effort shall be made to start faculty meetings on time and to keep meetings as brief as possible. Except in cases of emergency, there shall only be one school-wide faculty meeting per month, which may extend no more than one-half (1/2) hour beyond the regular work day. Two other faculty meetings per month may be held within the regular work day, between the time of student dismissal and the end of the regular teacher work day. Every effort will be made to begin such meetings ten (10) minutes after the student dismissal time.

Attendance at all other assignments or meetings other than during the regular work day will be at the option of the individual teacher except as specifically provided elsewhere in this Agreement.

- E. Teachers shall have a 30-minute, duty-free lunch period. On regularly scheduled student days, the teacher's lunch period shall be scheduled within the student day. This provision does not apply when the school or student day is shortened for any reason.

Teachers shall not be required to stay in their building during the duty-free lunch period. Teachers should notify the school office before leaving and upon returning. In an emergency, it is understood that a principal may limit the number of teachers who may leave at any one time.

F. Planning Time

1. Secondary school teachers will, in addition to their lunch period, have daily preparation time of at least fifty (50) consecutive minutes during the regular student day in which they will not be assigned to any other duties.
2. Elementary teachers will, in addition to their lunch period, have weekly preparation time during the student week of at least two hundred fifty (250) minutes, with at least two hundred twenty (220) minutes of such time scheduled in blocks of not less than fifty five (55) consecutive minutes. Elementary teachers shall have at least thirty (30) consecutive minutes of preparation time during each regular student day. During this preparation time, they will not be assigned to any other duties.
3. The scheduling of daily planning periods shall be determined by the principal after consultation with the faculty.

The scheduling of PIP periods shall be determined by the principal after consultation with the faculty, which shall occur prior to the first student attendance day of the school year.

4. Principals will support teacher initiated collaboration among educators through the use of PIP periods.
- G. Secondary school teachers will not be required to teach more than two (2) subject areas (e.g. social studies, science) except in cases of emergency.
- H. When a special teacher is in charge of the class, the regular teacher shall have the option to leave the classroom.
- I. Both the Board and the Association recognize the important contribution of PTA and PTSA organizations to the school system and encourage participation by teachers in their activities.
- J. No more than two (2) emergency daily lesson plans will be required to be on file for use by a substitute teacher. The lesson plans shall be updated within five (5) school days upon the return of the teacher to his/her regular assignment.
- K. Substitutes shall be provided for all classroom teachers (including media personnel and specialists) who attend professional conferences and activities, including in-service meetings and approved teacher visitations to other county schools. 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. The provision of a substitute for the teacher-in-charge or other approved chaperone will be based on the needs of that school and approved by the principal/designee.

Substitutes will not be provided for physical therapists, occupational therapists, school mental health therapists, speech-language pathologists, school psychologists, gifted and talented resource teachers, guidance personnel, teachers of the vision impaired, teachers of the hearing impaired, work study coordinators, trainer/teachers assigned to the county diagnostic center, audiologists, facilitators, supervisors, 11-month specialists, or coordinators.

If a related service provider is using approved leave, missed service hours will not be reflected in the related service provider's evaluation nor will they be subject to counseling or disciplinary action.

- L. Media specialists who are teaching a class shall not be required to provide normal media services during said teaching time.
- M. Teachers may not be required to work beyond the contract day during the parent-teacher conference window. However, if a teacher volunteers to work evening conferences (one or two evenings), they will receive an equal amount of time off during the conference window. Teacher participation in evening conferences requires the concurrence of the principal. The HCPSS community will be made aware that parent-teacher conferences will not normally be scheduled during the week immediately before or after the designated conference window unless extenuating circumstances exist. Attendance at any such conferences outside the conference window and within the week before and week after the conference window will be at the option of the teacher.

- N. **Telework**
Members are eligible for teleworking during the professional work days designated for grading and reporting at the end of the first, second and third grading periods, and on the day of the Maryland State Education Association Convention if that day is a duty day for teachers.
- a. The principal will determine which positions, if any may need to be on site for all or part of the day to support other professionals in the building or to fulfill their professional responsibilities.
 - b. With the approval of the Principal, school-based educators who have demonstrated the ability to meet their professional responsibilities, including grade submission according to Board policy may telework on the professional work day at the end of each of the first three marking periods. c. First year teachers will be required to work on site for the first two marking periods on these days.
 - d. Upon request a written rationale will be provided by the supervisor to any educator whose request to telework is denied.
 - e. Items a-d above do not apply to the MSEA Convention Day.
- O. **Teachers will have a minimum of three (3) full work days from the end of the quarter (in quarters 1, 2 and 3) until grades are due.**
- P. **Any teacher who extends their duty day by chaperoning overnight out-door education week for a minimum of two (2) nights will be compensated at \$125 per night.**

ARTICLE 19 TEACHING CONDITIONS

- A. The Board shall provide:
1. A separate, adequate, dining area for teachers.
 2. Well-maintained, properly lighted, clean, ventilated, safe, healthful, and furnished classrooms and/or teaching areas. The parties agree that Federal and State Occupational Safety and Health laws will be adhered to.
 3. Adequate, well-maintained exit/entrance walks and playground space.
 4. The faculty may arrange for the installation of vending machines after consultation with the principal. If the faculty chooses not to install a vending machine, one may be installed by another group or organization in consultation with the principal. All the proceeds from the machines shall be used in such manner as the faculty of that building shall determine.
 5. An appropriately furnished room to be used as a faculty lounge.
 6. Desks and file cabinets for teachers. Lockable desks or file cabinets will be provided as replaced.

- B. To the extent possible and within limits of the funds available, in existing buildings, and in all new buildings, the Board shall provide the following:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. Well-lit, ventilated and clean teachers' restrooms, separate from the students' restrooms.
 3. Working, conference, and storage facilities for special instructional personnel.
 4. Sinks for all pre-kindergarten, kindergarten, primary, and special education classrooms and/or teaching areas.
 5. Emergency lighting in teaching areas, corridors and restrooms.

C. Classroom interruptions shall be permitted only in case of emergency or announcements of building-wide concerns.

D. Unless provided free publicly, all medical examinations and tests required for employment in the Howard County School System shall be paid by the Board.

E. Whenever a principal is absent for more than one-half (1/2) day and a teacher is appointed acting principal, the teacher shall be relieved of his/her classroom duties for the period of the principal's absence. When a principal is absent for one-half (1/2) day or less, no substitute will be provided, and the teacher designated as acting principal shall not be expected to handle any matters coming into the principal's office other than emergency situations which require immediate attention. In spite of the principal's absence, he/she is fully responsible for actions and decisions made through the principal's office during his/her absence.

Teachers appointed as acting principal by the Board on the recommendation of the Superintendent will be compensated at the appropriate administrative salary level for that teacher, and he/she shall be fully responsible for actions and decisions made as acting principal.

F. When the work of non-instructional personnel tends to interfere with a teaching situation, the teacher may request that such work be rescheduled to a more appropriate time.

G. Teachers will comply with reasonable School Administration requirements regarding check-in, check-out, and notification if leaving the building during the day. This information is solely for attendance, security and safety purposes and will not be used as the basis for disciplinary or evaluative action.

H. Labor/Management Committee,

1. Purpose

The parties agree to actively support a Joint Labor Management Collaboration Committee. The intent of the Labor/Management Committee is to investigate study and discuss possible solutions to mutual problems affecting labor/management

relations. The parties may also attempt to resolve differences of interpretation of negotiated matters. However, it is recognized that the Labor/Management Committee is not a substitute for the grievance procedure. Additionally, it is recognized that neither party will submit or otherwise seek modification of any negotiated term or condition of the agreement through the Labor/Management Committee and no bargaining will take place.

2. Membership

Standing members of the Labor/Management Committee will include:

- a. The president or designee of the Howard County Education Association
- b. Two other representatives of the Association to be determined by the president.
- c. The Superintendent or designee.
- d. Two other representatives of management determined by the Superintendent.
- e. At any meeting of the Labor/Management Committee, either party may be represented by up to four additional members. Both parties may rotate these members in order to accommodate discussion of scheduled agenda items at meetings.
- f. The committee may elect to use outside impartial facilitation for some or all meetings.

3. Chairperson

The President of HCEA/designee or the Superintendent/designee can convene the Labor/Management Committee. Responsibility for chairing meetings shall alternate each meeting between HCEA and HCPSS. Each party will determine whether their chair assignment will be permanent or rotate among their members.

4. Minutes

The Superintendent's designee will prepare minutes of the meeting. Drafts of the minutes of meetings will be submitted to each co-chair by the secretary for approval and submission to the other committee members. Copies of the minutes will then be distributed to all members who were in attendance at the meetings.

5. Date, Time, and Agenda of Meetings

The committee will schedule regular meetings at least quarterly. Additional meetings may be called at the request of either party. Such additional meetings will be requested a minimum of two weeks in advance along with the proposed agenda items of the requesting party. The proposed agenda for all meetings shall normally be limited to one and one half hours and shall include the topics along with a brief description and will be submitted five days prior to the meeting to both parties. The individual assigned to chair the meeting will be responsible for preparing and distributing the agenda. Topics not on the agenda will not be discussed. However, it is recognized that either party may initiate a topic not on the agenda provided the other party concurs that it is of an emergency nature or a current item that would be of benefit to be discussed as soon as possible.

6. General Guidelines

- a. As time permits, each topic will be discussed fully and recommendations made on the topic before proceeding to another topic.

- b. Topics requiring further study may be tabled and brought for further discussion at a future meeting.
- c. It is recognized that recommendations growing out of these meetings are not binding.
- d. No grievances shall be discussed and no bargaining shall take place. However, topics that could lead to grievances may be discussed.
- e. All recommendations made by the Committee shall be arrived at by the process of mutual consensus. There shall never be a vote taken by the Committee.
- f. Either party may initiate a request to the Federal Mediation and Conciliation Service for assistance.
- g. Where mutually satisfactory decisions are not reached, the topic shall be canceled, reverting to its proper place in the labor/management relationship – for instance grievance procedure, negotiations, etc.

ARTICLE 20
TEMPORARY
SALARY SCALES

10-MONTH TEACHERS
FISCAL YEAR 2019 (Effective July 1, 2018)

GRADE	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
STEP					
1	47,802	49,509	51,216	52,923	54,630
2	47,909	49,723	51,430	53,137	54,844
3	48,122	50,149	51,857	53,564	55,271
4	49,189	51,429	53,137	54,844	56,551
5	51,110	53,563	55,271	56,978	58,685
6	53,030	55,697	57,405	59,112	60,819
7	54,951	57,831	59,539	61,246	62,953
8	56,871	59,965	61,673	63,380	65,087
9	58,792	62,099	63,807	65,514	67,221
10	60,713	64,233	65,941	67,648	69,355
11	62,633	66,367	68,075	69,782	71,489
12	64,074	68,501	70,209	71,916	73,623
13	64,554	70,635	72,343	74,050	75,757
14		72,769	74,477	76,184	77,891
15		74,903	76,611	78,318	80,025
16		77,037	78,745	80,452	82,159
17		79,171	80,879	82,586	84,293
18		81,305	83,013	84,720	86,427
19		83,439	85,147	86,854	88,561
20		85,573	87,281	88,988	90,695
21		87,707	89,415	91,122	92,829
22		89,841	91,549	93,256	94,963
23		91,975	93,683	95,390	97,097
24		94,109	95,817	97,524	99,231
25		96,350	98,058	99,765	101,472
Over 25		97,524	99,231	100,938	102,645

ARTICLE 20

SALARY SCALES

10-MONTH TEACHERS FISCAL YEAR 2019 (Effective June 30, 2019 .11:59 P.M.)

GRADE	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
STEP					
1	47,802	49,509	51,216	52,923	54,630
2	48,015	49,936	51,643	53,350	55,057
3	48,228	50,362	52,070	53,777	55,484
4	50,149	52,496	54,204	55,911	57,618
5	52,070	54,630	56,338	58,045	59,752
6	53,990	56,764	58,472	60,179	61,886
7	55,911	58,898	60,606	62,313	64,020
8	57,831	61,032	62,740	64,447	66,154
9	59,752	63,166	64,874	66,581	68,288
10	61,673	65,300	67,008	68,715	70,422
11	63,593	67,434	69,142	70,849	72,556
12	64,554	69,568	71,276	72,983	74,690
13		71,702	73,410	75,117	76,824
14		73,836	75,544	77,251	78,958
15		75,970	77,678	79,385	81,092
16		78,104	79,812	81,519	83,226
17		80,238	81,946	83,653	85,360
18		82,372	84,080	85,787	87,494
19		84,506	86,214	87,921	89,628
20		86,640	88,348	90,055	91,762
21		88,774	90,482	92,189	93,896
22		90,908	92,616	94,323	96,030
23		93,042	94,750	96,457	98,164
24		95,176	96,884	98,591	100,298
25		97,524	99,231	100,938	102,645

ARTICLE 20
TEMPORARY
SALARY SCALES

11-MONTH TEACHERS
FISCAL YEAR 2019 (Effective July 1, 2018)

	2018-19	2018-19	2018-19	2018-19	2018-19
Grade	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
STEP					
1	52,582	54,460	56,338	58,216	60,093
2	52,700	54,695	56,573	58,437	60,328
3	52,934	55,164	57,042	58,906	60,798
4	54,108	56,573	58,451	60,328	62,206
5	56,221	58,920	60,798	62,676	64,554
6	58,333	61,267	63,145	65,023	66,901
7	60,446	63,615	65,493	67,371	69,249
8	62,559	65,962	67,840	69,718	71,596
9	64,671	68,310	70,188	72,065	73,943
10	66,784	70,657	72,535	74,413	76,291
11	68,897	73,004	74,882	76,760	78,638
12	70,481	75,352	77,230	79,108	80,986
13	71,009	77,699	79,577	81,455	83,333
14		80,047	81,925	83,802	85,680
15		82,394	84,272	86,150	88,028
16		84,741	86,619	88,497	90,375
17		87,089	88,967	90,845	92,723
18		89,436	91,314	93,192	95,070
19		91,784	93,662	95,539	97,417
20		94,131	96,009	97,887	99,765
21		96,478	98,356	100,234	102,112
22		98,826	100,704	102,582	104,460
23		101,173	103,051	104,929	106,807
24		103,521	105,399	107,276	109,154
25		105,985	107,863	109,741	111,619
Over 25		107,276	109,154	111,032	112,910

**ARTICLE 20
SALARY SCALES**

11-MONTH TEACHERS
FISCAL YEAR 2019 (Effective June 30, 2019 11:59 P.M.)

	2018-19	2018-19	2018-19	2018-19	2018-19
Grade	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
STEP					
1	52,582	54,460	56,338	58,216	60,093
2	52,817	54,929	56,807	58,685	60,563
3	53,051	55,399	57,277	59,154	61,032
4	55,164	57,746	59,624	61,502	63,380
5	57,277	60,093	61,971	63,849	65,727
6	59,389	62,441	64,319	66,197	68,075
7	61,502	64,788	66,666	68,544	70,422
8	63,615	67,136	69,014	70,891	72,769
9	65,727	69,483	71,361	73,239	75,117
10	67,840	71,830	73,708	75,586	77,464
11	69,953	74,178	76,056	77,934	79,812
12	71,009	76,525	78,403	80,281	82,159
13		78,873	80,751	82,628	84,506
14		81,220	83,098	84,976	86,854
15		83,567	85,445	87,323	89,201
16		85,915	87,793	89,671	91,549
17		88,262	90,140	92,018	93,896
18		90,610	92,488	94,365	96,243
19		92,957	94,835	96,713	98,591
20		95,304	97,182	99,060	100,938
21		97,652	99,530	101,408	103,286
22		99,999	101,877	103,755	105,633
23		102,347	104,225	106,102	107,980
24		104,694	106,572	108,450	110,328
25		107,276	109,154	111,032	112,910

NOTES: ARTICLE 20, SALARY SCHEDULES - TEACHERS

(1) Salary Grades

PD – Provisional Degree Certificate

A – Standard Professional Certificate (SPC)

B – Bachelor's plus APC or 30 credit hours applicable to APC

C – Master's Degree

D – Master's Degree plus 30 graduate credit hours

E – Earned Doctorate

- (2) Teachers who are currently on the provisional degree scale, Schedule A, Step 10, or above, shall continue to receive negotiated salary increases until they move to another scale or leave the school system.
- (3) Salary payments for ten (10)-month employees will be made on a biweekly basis over a ten-or twelve-month period at the option of the teacher. Such decision shall be made by the teacher by June 30th of the prior school year and shall remain in effect for the duration of the ten (10) or twelve (12)-month option period. Teachers not giving notice on the appropriate form will continue with their current pay option. A teacher who has not made an initial selection will be paid on a 12-month schedule when that becomes possible.
- (4) Instructional Team Leaders shall receive a supplement of \$2,500.
- (5) Teachers successfully completing the National Board of Professional Teaching Standards certification program (NBPTS) shall receive an annual supplement of \$2,000 each year their NBPTS certificate remains in good standing. The aforementioned supplement will be implemented at the beginning or the midpoint of the teacher's work year.
- (6) Speech and language pathologists who hold a Certificate of Clinical Competence from the American Speech and Hearing Association (ASHA) shall receive an annual supplement of \$3,000.
- (7) Supplements referred to in (4), (5), and (6) above shall be included in the teacher's annual salary for retirement and life insurance purposes.
- (8) For purposes of payroll calculation the professional salary schedule is based on an eight-hour workday.

ARTICLE 20
TEMPORARY
SALARY SCALES

OTHER CERTIFICATED STAFF
FISCAL YEAR 2019 (Effective July 1, 2018)

	2018-19	2018-19	2018-19
	Psychologist PPW 10 Months	Psychologist PPW 11 Months	Coordinator Staff Dvlp. Facilitator 12 Months
Step	Grade I	Grade II	Grade III
1	70,040	77,044	82,714
2	71,708	78,879	84,716
3	75,044	82,548	88,718
4	78,379	86,217	92,720
5	81,714	89,885	96,722
6	85,049	93,554	100,725
7	88,385	97,223	104,727
8	91,720	100,892	108,729
9	95,055	104,560	112,732
10	98,390	108,229	116,734
11	101,726	111,898	120,736
12	105,228	115,733	124,905
13	107,062	117,734	127,073

**ARTICLE 20
SALARY SCALES**

**OTHER CERTIFICATED STAFF
FISCAL YEAR 2019 (Effective June 30, 2019)**

	2018-19 Psychologist PPW 10 Months	2018-19 Psychologist PPW 11 Months	2018-19 Coordinator Staff Dvlp. Facilitator 12 Months
Step	Grade I	Grade II	Grade III
1	70,040	77,044	82,714
2	73,376	80,713	86,717
3	76,711	84,382	90,719
4	80,046	88,051	94,721
5	83,381	91,719	98,723
6	86,717	95,388	102,726
7	90,052	99,057	106,728
8	93,387	102,726	110,730
9	96,722	106,394	114,733
10	100,058	110,063	118,735
11	103,393	113,732	122,737
12	107,062	117,734	127,073

Note: The 10-month salary scale for school psychologists and pupil personnel workers can only be used for employees hired on or after July 1, 2010.

NOTES: ARTICLE 20, SALARY SCHEDULES

- A. Entry level placement on Grade II or Grade III due to promotion is determined by the individual's current salary multiplied by a factor of eleven tenths (11/10ths) or twelve-tenths (12/10ths), depending on promotion to an eleven (11)- or twelve (12)-month position. If a step on the appropriate salary scale matches an individual's newly computed salary, the individual is placed on that step. If an individual's computed salary is between steps, the placement is on the step above the individual's computed step.
- B. Compensation for coaches and advisors in schools where a program is funded by the board: Adjustments within classifications at individual schools may be made by the principal based on student participation and staffing needs, subject to the approval of the Superintendent/ designee.
- C. Any teacher residing out of county who is a parent or legal guardian of a child enrolled in a Howard County public school shall receive a 50% discount on HCPSS tuition while the

teacher is employed with HCPSS. This benefit shall cease at the time of the employee's severance with the school system.

- D. Teachers hired on or after April 1 shall not be eligible for any increment negotiated for the subsequent fiscal year.

**INTERSCHOLASTIC ATHLETICS COACHES'/ADVISORS' STIPENDS,
HIGH SCHOOL**

SPORT	STIPEND
Allied Sports	
Bowling (1)	\$2,100
Soccer (1)	\$2,100
Softball (1)	\$2,100
Baseball	
Varsity, (1)	\$3,925
Junior Varsity (1)	\$2,594
Basketball - Boys	
Varsity (1)	\$3,925
Junior Varsity (1)	\$2,594
Basketball - Girls	
Varsity (1)	\$3,925
Junior Varsity (1)	\$2,594
Cheerleading	
Fall Varsity (1)	\$3,925
Fall Junior Varsity (1)	\$2,594
Winter Varsity (1)	\$3,925
Winter Junior Varsity (1)	\$2,594
Cross Country	
Varsity (2)	\$3,925
Field Hockey	
Varsity (1)	\$3,925
Junior Varsity (1)	\$2,594
Football	
Varsity, head coach (1)	\$4,939
Varsity, assistant (2)	\$3,659
Junior Varsity (2)	\$3,659
Golf	
Varsity (1)	\$3,925
Indoor Track - Boys	
Varsity (1)	\$3,925
Indoor Track - Girls	
Varsity (1)	\$3,925
Lacrosse - Boys	
Varsity (1)	\$3,925
Assistant (1)	\$2,594
Junior Varsity (1)	\$2,594
Lacrosse - Girls	

Varsity (1)	\$3,925
Assistant (1)	\$2,594
Junior Varsity (1)	\$2,594
Outdoor Track - Boys	
Varsity (1)	\$3,925
Assistant (1)	\$2,594
SPORT	STIPEND
Outdoor Track - Girls	
Varsity (1)	\$3,925
Assistant (1)	\$2,594
Soccer - Boys	
Varsity (1)	\$3,925
Junior Varsity (1)	\$2,594
Soccer - Girls	
Varsity (1)	\$3,925
Junior Varsity (1)	\$2,594
Softball	
Varsity (1)	\$3,925
Junior Varsity (1)	\$2,594
Tennis	
Varsity (1)	\$3,925
Volleyball	
Varsity (1)	\$3,925
Junior Varsity (1)	\$2,594
Freshmen (1)	\$2,594
Wrestling	
Varsity (1)	\$3,925
Junior Varsity (1)	\$2,594

ACTIVITY	STIPEND
ATHS (1) (National Technical Honor Society)	\$1,733
Band Front (1)	\$1,733
CTSO (Career & Technology Student Org.)	\$1,733
FIRST Robotics (1)	\$1,733
Future Educators of America (1)	\$1,733
It's Academic (1)	\$1,733
Junior Class Advisor (1)	\$1,733
Math Team (1)	\$1,733
National Honor Society (1)	\$1,733
Newspaper (1)	\$1,733
Pom Poms (1)	\$1,733
Speech/NFL (National Forensic League) (1)	\$1,733
Student Council (1)	\$1,733
Senior Class Advisor (1)	\$2,191
Yearbook (1)	\$2,191
Dance (1)	\$2,626
Music; Orchestra (1)*	\$2,626*

Vocal Music (1)	\$2,626
Dramatics (1)	\$3,249
Music; Instrumental (1)	\$3,249
Stage Production (1; 2 productions)	\$3,249

() - Denotes number per high school

*Orchestra directors only assigned .5 to one school will receive half the stipend amount.

ELEMENTARY/MIDDLE SCHOOL ADVISORS STIPENDS

ACTIVITY	STIPEND
Band Director	\$400
Chorus Director	\$400
Orchestra Director	\$400

NOTES: COACHES'/ADVISORS' STIPENDS

1. Acceptance of such assignment shall be voluntary and for a single season. A coach/advisor will be notified by the Superintendent/ designee no later than 60 days after the completion of the activity if he/she will be the coach/ advisor the following year.

A. Intramural and Co-curricular Activities

Middle school intramural and co-curricular sponsors will be compensated \$375 per activity as approved by the Superintendent/designee.

B. Part-Time Teachers

1. A part-time teacher is a teacher assigned to one of the part-time teacher salary categories noted below:

Part-Time Teacher/ Salary Category	Number of Minutes in Teacher Work Day
.50	228
.55	250
.60	273
.65	296
.70	319
.75	341
.80	364
.85	387
.90	410

2. A part-time teacher's salary will be computed based on the percentage of instructional time and any other assigned responsibilities scheduled during the regular school day.

3. A 30-minute lunch period and 40 minutes of planning time will be provided for teachers assigned to a .5 and higher position.

4. The percentage of any sick and personal leave will be consistent with the percentage of the assignment.

5. Reimbursement for health benefits for a part-time teacher, .5 and above is outlined in Article 22, Insurance Protection.
6. Salary category .90 shall not be used to develop a teaching schedule in any four-period day high school unless the tenured teacher voluntarily selects the .90 category designation.

ARTICLE 21 DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from teachers' salaries membership dues and assessments for the Howard County Education Association, the Maryland State Teachers' Association, and the National Education Association as said teachers individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association. The Board agrees to transmit such monies promptly to the Association.
 1. Deductions shall be made in equal installments beginning with the last pay in September or the first pay in October, providing the list of names and dollar amounts of those Association members who authorize deductions is presented to the Payroll Department at least ten (10) calendar days prior to the first pay date in October.
 2. The Association will certify to the Board in writing the current rate of membership dues.
 3. The Association will give the Board thirty (30) days' written notice prior to the effective date of any change in the rate of dues.
 4. In the event a teacher terminates employment, the Board shall deduct, when possible, the unpaid dues for the current membership year from the teacher's final check and transmit these dues promptly to the Association.
- B. Payroll deductions will be available at the request of the individual teacher for:
 1. Credit Union
 2. Educators' Financial Group
 3. Fund for Children and Public Education
 4. Help-A-Child Fund
 5. Horace Mann Life
 6. Hospitalization, Health, Major Medical
 7. MD State Retirement and Pension System
 8. Tax Sheltered Annuities in existence and utilized by unit members during the 1989-90 school year.
 9. Additional tax sheltered annuities as established by the Board of Education based on criteria developed by the Board of Education. It is understood the companies agree to cooperate with the Board in the collection procedures.
 10. Teacher Association Dues
 11. United Teacher Association Insurance
 12. United Way (Including Bright Minds Foundation)
 13. Voluntary benefits, including short term disability

- C. The Board agrees to deduct charitable contributions from teachers' salaries only when the teacher has duly authorized such deduction and has voluntarily determined the amount of such a contribution. No individual quotas will be established. Teachers shall not be pressured to give to charities.
- D. The rights and/or privileges granted to the Association will not be granted to any other teachers' group or organization during the term of this Agreement.

ARTICLE 22 INSURANCE PROTECTION

A. Life Insurance

The Board shall pay the full cost for group term life insurance protection equal to a teacher's base salary (to the nearest thousand), with a minimum of ten thousand dollars (\$10,000) to be paid to the teacher's designated beneficiary upon death and, in the event of accidental death, a sum not less than two (2) times that amount.

B. Medical, Dental and Vision Insurance

For teachers with a start date on or before June 30, 2011, the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan including prescription drugs for each teacher and covered eligible dependent(s).

For each full-time equivalent teacher enrolled under the 84-85 Dental Program (Current Dental Plan only), the Board shall pay ninety percent (90%) of the premium cost for individual dental coverage only. The teacher may elect to purchase dental coverage for eligible dependent(s).

For teachers with a start date on or after July 1, 2011, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan including prescription drugs for the teacher and eligible dependent(s).

The Board will offer teachers enrolled under the Variety of Insurance Program (VIP) dental and vision plan(s). Employees may elect to purchase dental and/or vision coverage for eligible dependent(s).

The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board's discretion.

Benefits Advisory Committee

The Board agrees to establish a Benefits Advisory Committee to provide recommendations into maintaining quality and affordable benefits. It is understood that the recommendations of the committee do not constitute negotiations and are only advisory.

The focus of the committee shall be to:

- A. Make recommendations on cost containment strategies;
- B. Study, discuss and recommend possible plan design changes and rate setting;
- C. Develop strategies to educate employees regarding benefit plans;
- D. Make recommendations on the insurance fund balance/reserve;
- E. Make recommendations on the HCPSS budget mark for funding employee benefits;
- F. Evaluate insurance vendor bids;

- G. Participate in benefit bid process;
- H. Review monthly reports of claims data s compared to the projection of costs to be aware of the trends.

The Benefits Advisory Committee will be provided with full access, within HIPAA guidelines, to plan utilization and vendor performance, outcome and cost data, including vendor contracts, to facilitate their work towards increasing market transparency and reducing costs.

The Benefits Advisory Committee will meet at least six (6) times per year. The committee will report to the Chief Business and Technology Officer on its work as needed. A copy of their report(s) will be forwarded to the Association/Union president for possible use in negotiations.

The composition of the committee will include three (3) representatives appointed by and representing the Board of Education; one (1) representative from each bargaining unit within the Association/Union (e.g., HCEA-Certificated and HCEA-ESP) who are current employees and appointed by the President, or the president may appointment himself/herself; one (1) representative from each of the other employee groups appointed by their president or the president may appoint himself/herself; and one (1) person representing the retired employees' association. The Association/Union representative appointed to the committee shall be released from his/her duties, if necessary, for meetings of the committee without loss of salary whenever such meetings are held during the duty day.

Once appointed, the Committee will elect a chairperson and vice chairperson from the employee/retiree representatives group. The committee shall develop operational procedures to assist them in their work, including the designation of subject matter experts to support the focus of the committee as indicated above.

C. Variety of Insurance Program (VIP) Medical, Dental, and Vision Program

1. Teacher Election of Variety of Insurance Programs (VIP)

- a. Each year during open enrollment as established by the Board, each teacher will be required to make an election between participating in the VIP program or continuing his/her participation in the 1984-85 health insurance arrangement.
- b. This election will be irrevocable for the Plan Year.
- c. Once a teacher elects to participate in the VIP Program, he/she will not be allowed to participate in the prior insurance arrangement.
- d. The 1984-85 insurance arrangement is as follows:

- (1) Teachers electing to remain in the 1984-85 medical coverage plan will be required to contribute 13% of the individual and dependent premiums.

Teachers electing to participate in the 84-85 Dental Plan will be required to contribute 10% of the individual premium and 100% of the dependent premium.

- (2) All teacher contributions will remain on an after-tax basis.
- (3) Cost containment measures.

- e. The third party administrator will determine the usual and customary charges twice a year by using the average charges for the service area where the services were performed.

2. Teacher Selection of Optional Benefits under the VIP Program

- a. If a teacher elects to participate or becomes eligible to participate in the VIP Program, he/she must select among the optional benefits offered as part of the VIP Program. These optional benefits include:
 - (1) Medical Plan(s)
 - (2) Dental Plan(s)
 - (3) Vision Care Plan(s)
 - (4) Flexible Spending Accounts, including:
 - a. Dependent Care Account
 - b. Health Care Spending Account
 - (5) Benefit Dollars (pro-rated for part-time employees).

Information on health, dental, and/or vision plans will be made available to eligible employees during the Open Enrollment Period.

- b. The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the teacher has a change in family status (e.g., marriage, divorce, change in same-sex domestic partner status, death of spouse or child, birth or adoption of child, or termination of employment of spouse, or same-sex domestic partner). This applies not only to participation in the insured programs, but also to the level of participation in the Dependent Care Account and the Health Care Spending Account.
- c. Each open enrollment period as established by the Board, teachers electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year teachers will be informed of any changes in the VIP Program. This will give each teacher the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.
- d. Each Medical Plan alternative (~~including electing no Medical Plan~~) will have a specified number of "benefit credits" associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or teacher contributions for medical coverage) or contribute to the Dependent Care Account or Health Care Spending Account.
- e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost to a teacher if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with teachers choosing to contribute any amount within the plan limits. Teachers may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the teacher must make up the difference through teacher contributions. All contributions to the VIP Program will be on a pretax basis. This means that federal and state income taxes will not be withheld on teacher contributions nor will these contributions be included in a teacher's gross

wages as reported on W-2 Form. FICA tax will not be withheld. Teacher contributions will be included in the annual salary for retirement and life insurance purposes.

- f. Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse a teacher for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.
- g. The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.
- h. Teachers may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the teacher elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i. Total teacher contributions to the Dependent Care Account and/or Health Care Spending Account will all be prorated on a per-pay basis.
- j. Teachers hired during the Plan Year will make their selection in advance of becoming eligible for VIP Program benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage).

D. Comparison of VIP Medical Plans

	Summary of Benefits	84-85 Plan (Revised)	Alternate Plan
1.	Hospital Expenses Room, Board & General Nursing	Semi-private room rate for 365 days	Semi-private room rate for 365 days
	Diagnostic Testing Lab Work & X-rays - Inpatient	Covered in full for 365 days	Covered in full for 365 days
	Use of Hospital Outpatient facilities	Covered in full	Covered in full
	Extended care facility	Covered in full for combined hospital maximum of 365 days	Covered in full for combined hospital maximum of 365 days
2.	Physician Services Surgery-Inpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500, 100% thereafter
	Surgery - Outpatient	100% of the usual and reasonable charge	100% of the usual and reasonable charge
3.	Mental and Nervous Inpatient	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses

	Outpatient	After \$100/\$200 deductible plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount	After \$100/\$200 deductible, plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount
4.	Other Services Ambulance Service	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Diagnostic Testing, Lab Work & X-rays - Outpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Prescription Drug Outpatient	When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Home Health Care	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.

Comparison of VIP Medical Plans

	Summary of Benefits	84-85 Plan (Revised)	Alternate Plan
4. Cont.	Orthopedic & Prosthetic Devices Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	100% of the usual and reasonable charge, subject to certain limitations
	Physical Therapy & Rehabilitation Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Voluntary Second Surgical Opinion	100% of physician's fee; 100% of X-ray and lab fees	100% of physician's fee; 100% of x-ray and lab fees
	Preadmission Testing	100% of hospital charges ordered by physician	100% of hospital charges ordered by physician
	Chemotherapy - Outpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
5.	Emergency Treatment Hospital Charges	100% of hospital charges within 72 hours of accidental injury or onset of serious illness	100% of hospital charges within 72 hours of accidental injury or onset of serious illness
	Physician's Fees	100% of the usual and reasonable charges within	100% of the usual and reasonable charges within

		72 hours of accidental or onset of serious illness	72 hours of accidental or onset of serious illness.
6.	Annual Deductibles	\$100 per individual to a maximum of \$200 per family	\$100 per individual to a maximum of \$200 per family
7.	Maximum Out-of-Pocket Per Year Individual Family	\$600.00 \$1,200.00	\$600.00 \$1,200.00
8.	Lifetime Maximum Benefit	Basic benefits plus \$1,000,000 Major Medical	Hospital benefits, plus \$1,000,000 Major Medical

E. Comparison of Dental Benefits

84-85 DENTAL PLAN

**ALTERNATE
2ND DENTAL PLAN**

	% of UCR	Deductible	% of UCR	Deductible
Oral examination	100%	No	100%	No
X-rays 100%	100%	No	100%	No
Fluoride Treatment	100%	No	100%	No
Cleaning	100%	No	100%	No
Emergency Treatment	100%	No	100%	No
Fillings (not gold foil)	100%	No	80%	Yes
Simple Extractions	100%	No	80%	Yes
Root Canal	100%	No	80%	Yes
Prosthetic Repair	100%	No	50%	Yes
Crowns	100%	No	50%	Yes
Space Maintainers	100%	No	100%	No
Surgical Extractions	100%	No	80%	Yes
Oral Surgery	100%	No	80%	Yes
Dentures and Bridges	N/A	N/A	*50%	Yes
Periodontics	N/A	N/A	80%	Yes
Orthodontia	N/A	N/A	50%	Yes
Maximum Annual Benefit	\$1,000		\$1,000	
Orthodontic Maximum Lifetime Benefit	N/A		\$750	
Deductible	N/A		\$25/Individual \$75/Family	
*Subject to Missing Tooth Provision				
*Are dentures and bridges covered for teeth missing before dental coverage?	N/A		Only after satisfying a 5-year waiting period	

F. Vision Program

1. Schedule of Benefits
Vision Exam...Reasonable and Customary Charge
(limited to one per 12-month period)

Type	Lens (Per Pair)		Frames	Total Allowance
Single	\$41.50	+	\$29.50	\$71.00
Bifocal	\$67.00	+	\$29.50	\$96.50
Double Bifocal	\$100.50	+	\$29.50	\$130.00
Trifocal	\$89.50	+	\$29.50	\$119.00
Aphakic	\$156.50	+	\$29.50	\$186.00
Contact Lenses (Per pair):				
Cosmetic (in lieu of frames & lenses)				\$71.00
Bifocal Contact Lenses				\$96.50
Medically Required*				\$221.00

*Following cataract surgery or when visual acuity is correctable to at least 20/70 in the better eye only by use of contact lenses

In some instances, benefits may be provided toward two vision exams during the same benefit period.

2. Benefits are not available for:
 - a. Replacement or repair of broken or lost frames and lenses (including contacts) for which benefits were provided.
 - b. Sunglasses (lenses tinted darker than #2 tint), even if prescribed -- unless you purchase a contract specifically covering sunglasses. Photocromatic lenses are not considered sunglasses.

3. Details
 - a. This Program provides 100% of the reasonable and customary charge for a vision exam performed by an Ophthalmologist or Optometrist.
 - b. The Program entitles members to coverage of services once every 12 months, starting with the initial visit for vision services. To receive benefits, an invoice must be submitted to the insurance carrier.

G. Employees with at least 15 years of cumulative service with HCPSS, are retiring with the Maryland State Retirement Pension System, and are enrolled in one of the school system's medical, prescription, dental, and/or vision plans for at least one full year immediately prior to retirement date, are eligible for a Board contribution towards the cost of retiree coverage in accordance with the HCPSS Benefits Enrollment Guide for Retirees.

ARTICLE 23

SICK LEAVE BANK

- A. Teachers on active duty in Howard County are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of personal illness, injury, or quarantine which are not only prolonged but are also catastrophic and incapacitating and which are not likely to permanently disable the teacher. New members of the sick leave bank may not access the bank until a 60 school-day waiting period has been met.
- B. The contribution on the appropriate form will be authorized by the teacher and continued from year to year until canceled in writing by the member. Cancellation, on the proper form, may be elected at any time, and the member shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation.
- C. Enrollment Period - The annual enrollment period shall be from July 1 to October 31. Teachers returning from an extended leave of absence and new teachers may contribute within thirty (30) calendar days upon reassignment or employment. Teachers returning from extended sick leave shall be permitted to contribute to the bank upon approval of the committee.
- D. Annual rates of contribution shall be a maximum of one (1) day per year as determined by the Association and certified to the Superintendent prior to July 1 of each year.
- E. The maximum number of sick days that can be granted in any one fiscal year will be the remaining number of duty days a teacher is scheduled to work. In no case will the granting of leave from the bank cause a teacher to receive more than his annual salary.
- F. Teachers must use all accumulated sick leave and all but two (2) days of accumulated personal leave before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- G. A four-member approval committee, comprised of three members appointed by the president of the Association, and one member appointed by the superintendent, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the teacher and the Superintendent/designee. Upon ratification of an amendment to the HCEA bylaws, this provision will become part of the contract. The Association shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Board of Directors of the Association. Approved procedures shall be posted on the HCPSS website annually no later than October 1.
- H. The Payroll Department shall verify that sick leave is exhausted and that accrued personal leave does not exceed the 2-day maximum. Upon notification by the committee, Payroll shall credit the affected teacher with the number of days granted.
- K. If a teacher does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.

- J. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee.
- K. The Association shall provide the Superintendent with an annual sick Bank Report by August 31 of each year detailing the beginning balance of the sick bank, additions to the sick bank, deductions from the sick bank, and ending balance of the sick bank as of June 30 each year. HCEA and the Superintendent/Designee will provide each other quarterly sick bank reports on the days and hours granted and used for accounting and compliance purposes only.

ARTICLE 24 FAMILY CRISIS LEAVE EXCHANGE

The purpose of the Family Crisis Leave Exchange (FCLE) is to provide sick leave to HCEA certificated unit members after their accumulated sick leave, personal leave, annual leave, and any other paid leave available to them (e.g., Workers' Compensation) has been exhausted. The exchange is intended solely for situations that are catastrophic and life-threatening to members of their immediate family and that require a unit member to be temporarily absent from his/her assignment. This leave is not available for an employee's personal illness or injury. The exchange will be funded by voluntary contributions of sick, personal, or annual leave from HCEA unit members.

Rules & Eligibility

1. A request for leave may be made only relating to a catastrophic and life-threatening illness or injury of a member of the immediate family that qualifies as a "medical emergency" under IRS Regulations.1 Immediate family member means the unit member's spouse, child, or parent. Child includes the biological, adopted, foster, step, legal ward, or child of a person who stands in the shoes of a parent to that child. (See BOE Policy 7100 Family Medical Leave)
2. The applicant shall not be employed during his/her normal HCPSS work hours in any other capacity during the covered period.
3. If the applicant is receiving a second income, (i.e. from a second job, benefit) that information must be disclosed to the FCLE Committee (the Committee). This will not automatically disqualify an applicant, but it will be a factor in the committee's decision.
4. A unit member may receive a maximum grant for 1 catastrophic, life-threatening illness in any three (3) year period.
5. A maximum grant shall be thirty (30) consecutive workdays.

Procedures

- A. An applicant must use all accumulated sick, personal, annual or any other available paid leave (if applicable) before receiving leave from the FCLE.
- B. Application must be made in writing to the FCLE Committee in care of the HCEA office, stating the details of the circumstances and the likely duration.
- C. The HCPSS Payroll Department shall verify the unit member's leave status to the Committee.
- D. A written statement detailing the condition, treatment plan, and diagnosis of applicant's immediate family member must be submitted to the FCLE by the attending physician(s) before any FCLE can be granted.

Functions of the FCLE Committee

- 1. A three (3) member Committee, with two (2) members appointed by the HCEA President and approved by the HCEA Board of Directors, and One (1) member from the office of HCPSS Payroll and Benefits, shall have the responsibility of receiving requests, verifying the validity of requests (including qualification under IRS Regulations), recommending approval or denial of the request, and communicating its decision to the applicant and the appropriate division(s) of the Howard County Public School System. The Committee shall develop rules and procedures and shall give wide distribution to said rules upon approval of the HCEA Board of Directors and the Superintendent. The HCEA Business Manager (or liaison) shall be an ex officio member of the committee.
- 2. The Committee may approve any request only if all members of the Committee agree that it is a qualifying illness and approve the application.
- 3. The Committee shall notify the applicant of its decision, in writing, within ten (10) workdays.
- 4. If the application is approved, the Committee will notify potential voluntary contributors in the following order:
 - A. unit members at the applicant's worksite(s)
 - B. unit members at other work sites (if needed)
- 5. The Committee shall notify the appropriate HCPSS Departments, supervisors, and the building level administrators (if appropriate) if an application is granted.
- 6. If an application is denied, the Committee's decision may be appealed within fifteen (15) calendar days after notification of the decision to the joint Appeals Committee of four representatives; two shall be appointed by the HCEA Board of Directors and two shall be appointed by the Superintendent. Any appeal shall be submitted in writing to the HCEA office.

The decision by the joint committee is final and binding unless the illness/injury fails to qualify as a medical emergency under IRS Regulations.

7. Any abuse of the FCLE will result in forfeiture of days granted and will prohibit any future use of the FCLE.
 - A. The applicant will be informed in writing of suspected abuse of the FCLE.
 - B. The Committee will investigate any accusations of abuse. If abuse is determined, any remaining days granted shall be forfeited.
 - C. If abuse is determined, the unit member shall be informed of the right to appeal the decision to the FCLE joint Appeals Committee referenced in number 6 above.

Contributions

1. Volunteers who wish to contribute any of their earned sick, personal, or annual leave must have a minimum of fifteen (15) accrued leave days remaining after the contribution.
2. Contributions are limited to a maximum contribution of two (2) earned days in any individual case as follows:
 - 16-29 accrued days = 1day available to donate
 - 30+ accrued days = up to 2 days available to donate
3. Contributors must complete and sign the "Family Crisis Leave Exchange Donation Form" and return the form to the HCEA Office. (5082 Dorsey Hall Drive, Suite 102, Ellicott City, MD 21042)
4. HCEA shall establish a database system to track the donations, along with their utilization.
5. HCEA shall provide the Payroll and Human Resources Departments:
 - A. name of recipient
 - B. evidence of qualification as a medical emergency under IRS Regulations
 - C. names of contributors and number of days donated by each contributor
 - D. number of days granted
 - E. number of days used
6. Days contributed, if approved, will be granted in the order they were received.
7. All unused contributions shall be returned to those who contributed them in the reverse order they were received, should a successful applicant:
 - A. return to work prior to using full grant

- B. experience a change in status related to reasons for qualifying use of FCLE
- C. qualify for any other type of leave
- D. abuse the FCLE

8. The exchange balance shall remain at zero (0) until the next request.

9. The Committee will function on an “as needed” basis.

ARTICLE 25 GENERAL

- A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. It is agreed that this Agreement includes all items to be requested by the Association for inclusion in the Board of Education Budget Requests.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations; and, during the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This provision, however, in no way limits the implementation of the Grievance Procedure as set forth in Article III.
- D. The Association recognizes and accepts responsibility to adhere to existing policies of the Board of Education not modified or changed by the expressed terms of this Agreement.
- E. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. Each member of the negotiating unit shall receive a copy of this Agreement. Reproduction of this Agreement shall be mutually agreed upon and the cost shared equally by the Board and the Association.
- G. “Same-sex Domestic Partner” as used throughout this Agreement means an individual approved by the Board to receive Domestic Partner Benefits under criteria established by the Board. Domestic Partner Benefits and coverages cannot begin until Same-sex Domestic Partner status is approved by the Board, and will be provided as permitted by law. The above language shall only apply to those employees who currently receive same sex domestic partner protection under the negotiated agreement as of January 1, 2015 and current employees residing outside of Maryland in states that do not recognize same sex marriage.

ARTICLE 26

REPRESENTATION FEE

- A. A teacher who chooses not to join the Association shall pay a representation fee as provided in this section.
1. The representation fee will take effect when 75% plus one (threshold percentage) of the unit members have joined the Association as dues-paying members.
 2. If on June 15th of any fiscal year the Association attains the threshold percentage, it may institute a representation fee for the following fiscal year, in accordance with sections 3-6.
 3. The Association shall send formal notice and documentation to the Director of Staff Relations. Within 10 days of receiving the Association's notice, the Director of Staff Relations shall in writing confirm or dispute the membership percentage. If the Director disputes the percentage, the Association and Director shall meet to review the data. The implementation date shall begin 30 days from the date of the Director's confirmation letter.
 4. Any teacher hired after the implementation date shall pay either Association Dues or a representation fee.
 5. The Board shall begin payroll deductions for representation fees within two pay periods of receiving the teacher's authorization for payroll deduction for representation fees from the Association.
 6. Representation fees will be prorated if the implementation date or date of hire begins after the start of the school, for that year only.
 7. Annually, the Association shall report to the Board the percentage of Association membership on June 15 of that year. The Board shall have the right to access Association and payroll records to verify the percentage.
 8. The Association must maintain at least a 75% plus one membership percentage for the representation fee to continue from year to year ("continuing threshold percentage"). If the percentage of HCEA membership falls below the threshold percentage in any year based on the June 15 figure, the Association will enter a one-year grace period. If at the end of the grace period, the percentage of HCEA membership does not equal 75% plus one based on the June 15 figure, then the representation fee shall cease at the end of that fiscal year.

If in a future year the Association again reaches the threshold percentage as outlined in section 1, the representation fee shall be initiated for all new employees hired after the new implementation date, as set forth in section 2.

- B. Calculation of the Representation Fee

1. Annually but no later than the first teacher work day, the Association will determine the percentage of its members' dues that represents the cost of "negotiations, contract administration, including grievances, and other activities" as are required under Sections 6-407(b) and (c) of the Education Article of the Annotated Code of Maryland.
 2. The Association will base this determination on a review of financial records and other documents describing the Association's activities and will be guided by the language of the Education Article of the Annotated Code of Maryland, the United State Supreme Court decisions in *Ellis v. BRAC* and *Abood v. Detroit Board of Education*, and other relevant federal and state court decisions.
 3. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, other activities not germane to collective bargaining, or benefits, or activities, available to or benefiting only Association members.
 4. The Association shall submit to the Board an annual audit letter from the General Counsel to the Maryland State Education Association that reflects the operational expenses of the Association and explains how the representation fee is calculated based on the audit.
- C. An employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization is:
1. Not required to pay a representation fee; and
 2. Required to pay an amount of money equal to the representation fee as determined under section B to a nonreligious, nonunion charity or to another charitable organization that is mutually agreed upon by the employee and the Association, and who furnishes to the Board and the Association written proof of the payment.
- D. If an employee who is required to pay a representation fee is employed in a unit position on a part-time basis or for less than a full contract year, the representation fee for the employee for said contract year will be a pro rata portion of the annual fee, based on annual salary.
- E. In the event an employee terminates employment, the Board shall deduct, when possible, the unpaid representation fees for the current year from the employee's final check and transmit these fees promptly to the Association.
- F. If an employee who is required to pay a representation fee fails to do so, it is solely the responsibility of the Association to take appropriate steps - including the commencement of legal action against the employee - to collect the amount in question.
- G. Protest Procedure and Escrow Provisions
1. Any employee who is obligated to pay a representation fee as described herein, shall have the right to protest and dissent from the amount of the representation fee, including the method of the assessment of the fee; the manner in which the representation fee was determined; the calculations involved; and the financial

information upon which the representation fee was based. Such protests shall be handled exclusively in the manner herein.

- a. Within thirty (30) days after the cause or reason for any protest shall occur, the affected employee, for himself or herself shall file a written statement of protest with the Association and Board, in identical duplicate copies. A letter stating the employee's grounds for objection shall be sufficient. However, any objection not filed within thirty (30) days shall be deemed to have been waived as not timely filed. Any objection to the amount of computation of the fee in any school year must be filed within thirty (30) days after notice of that fee.
- b. A dissenting employee timely filing his or her own written objection shall be entitled to have his or her protest expeditiously resolved by an impartial arbitrator. The impartial arbitrator shall be selected by the Association and the employee and the dispute resolved as follows:
 - 1) The employee shall file his or her protest in writing with the Association and the Board within thirty (30) days after receiving notice of the representation fee. The protesting employee shall state the basis for the protest. The written protest may be sent via certified mail, registered mail, or hand delivered to both the Association and the Board.
 - 2) The Association may answer the objections of all employees in a single written response, but such response shall be placed in either the interdepartmental mail or regular mail within thirty (30) days after the objections period that is referred to in section G1a of this Addendum has expired.
 - 3) If no resolution is reached, the Association will request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who are each members of the National Academy of Arbitrators. The selection of the arbitrator will be made by alternate strikes from the list furnished by FMCS until one name remains who shall be the arbitrator to hear and determine the objections of all employees who file timely written protests. The employees shall have the right to exercise the first strike. However, if the objecting employees cannot agree on a single spokesperson to strike for an arbitrator, then the Association may request either the Director of the Federal Mediation and Conciliation Service or the Director of the Maryland State Mediation Service to assist in selecting an arbitrator, either by striking for an arbitrator or by choosing one name off of the list of seven provided by the FMCS.
 - 4) The protesting employees and the Association shall each be solely responsible for their own attorney's fees and other representation costs and shall equally split all arbitration related costs.
 - 5) The arbitration shall consolidate the objections of all employees and shall issue one opinion to determine their claims. To the extent permitted by law, the decision of the arbitration shall be final and binding on all protesting employees and the Association.

- 6) The arbitrator shall be limited in authority to rule upon the issue or issues stated in the written protest submitted by the protesting employee. The arbitration may refer to and rely on existing legal authority on agency or representation fees outside of the Addendum when ruling on the amount of the fee.
2. Written notice of protest by an employee shall not relieve him or her of the obligation to pay the representation fee. However, immediately upon receipt of the notice of protest, the Association shall place the amount of the protesting employee's representation fee which is in dispute in an escrow fund, and shall continue to place the challenged portion of representation fee in escrow until the protest is resolved. The Association shall be obligated only to so segregate the funds of protesting employees.
 3. The fund shall be maintained by the Association at an independent bank or trust company and the agreement therefore shall provide that the escrow account be interest bearing. The Association shall not invade the fund until the receipt of the opinion of the arbitrator, and then only in accordance with that decision.
 4. The Association shall furnish protesting employees with verification of the terms of the escrow arrangement and, on reasonable request, the status of the fund as reported by the bank.
 5. When issuing a decision and award, the arbitrator shall determine the disbursement of the disputed representation fee held in escrow and the Association shall not release the funds to its general account or to a protesting employee except by direction of an arbitrator or by mutual agreement of the Association and the protesting employees.
- H. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this Article, or in reliance of any list notice, or assignment furnished under any such provisions, including the representation fee language. The Association assumes full responsibility for all aspects of the administration of this section, including, without limitation, the calculation, assessment, collection, and disposition of funds.

ARTICLE 27
DURATION

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2018 and shall continue in full force and effect through June 30, 2020. The parties agree to open the article on salary and one other article excluding healthcare benefits per team for 2019-2020 contract year.

In witness whereof, the parties here unto set their hands and seals this day of June 2018.

BOARD OF EDUCATION OF HOWARD COUNTY

by:

(Chairman)

(Superintendent)

HOWARD COUNTY EDUCATION ASSOCIATION

by:

(President)

(Secretary)