

Certificated TA's:

All references to pronouns s/he, his/her, updated to they, their.

Article 5 Evaluations:

- C, E, F: Clarification on observation reports (paper and electronic) and adjustments to SLO's (if needed).

Article 6 Transfers:

- New A.6. **Reading Specialists and Guidance Counselors will be allowed to apply for voluntary transfers through an alternative process.**
- Modified B.1.a. **Principals will request** volunteers form among those affected by the need for transfers. **If there are insufficient or no volunteers, then the principal shall select pursuant to the Notice provision outlined in F.**
- Changed Number 2 to F and clarified language: "Employee's area of competence" to "Employee's area of certification."
- Changed the date of notice of administrative transfers from Feb. 15th to 2 weeks before the end of the voluntary transfer window.
- Involuntary Transfer MOU: Committee to review the current voluntary transfer process for certificated members and to make recommendations for process improvements that will:
 - Provide timelines that take into consideration the national teacher shortage,
 - Look for ways to provide expanded opportunities for certificated staff to fully participate in the transfer process,
 - Take into account how the voluntary transfer process interrelates with the placement of surplus staff and staff returning from leave, and
 - Recognize the requirements of the recently enacted Blueprint for Maryland's Future as they pertain to staffing assignments at low performing schools, and diversity initiatives and any other recently enacted legislation.

Article 7 Assignment and Reassignment:

- Changes due to new PSLRB ruling: A.1. ~~Consideration shall be given to new and non-tenured teachers in making assignments, recognizing their lack of experience.~~ **When determining assignments, the principal or supervisor should give consideration to teacher's years or experience in the proposed area of the assignment.**
- Changes due to new PSLRB ruling: B.1. Changes: After a teacher has been assigned for the school year, it may be necessary to make a reassignment. ~~When changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be voluntary except in cases of emergencies~~ **are necessary, the parties agree that volunteers should be solicited whenever possible.** Notice of reassignment shall be given to the teacher when possible at least ten (10) **calendar** days ~~prior to the date change in August and September~~ **first day of pre-service week** and twenty (20) **calendar** days prior to the date of change during the remainder of the year.

Article 8 Promotional Vacancies:

- Changes to reflect current process: B. Submission of Application: Candidates must ~~submit a letter of application to the appropriate office designated in the advertised vacancy~~ **complete an employment application in the HCPSS applicant tracking system ("Frontline").**

Article 10 Protection of Teachers:

- Changes to be more inclusive: A. ...policies will be enforced fairly and consistently without favoritism ~~due to race, creed, color or sex~~ **in compliance with local, state, and federal anti-discrimination policies and laws.**
- Reorganization of N but no changes in intent/wording but resulted in re-lettering.

Article 11 Limit of Duties:

- Additions: J. In order that school counselors, **school social workers and psychologists** may be effective in their positions in working with students,...

Article 12 Personnel Employment:

- D1. Change of Reduction in Force process 1a. from:
Teachers holding provisional cert. to Non-tenured teachers holding provisional cert.
Non-tenured teachers to Non-tenured teachers holding regular cert.
Teachers with Rated II cert. to Tenured teachers

Any action taken under this section (letter d) will not be subject to the grievance procedure; however, it shall be subject to an administrative appeal under §4-205(c) of the Education Article of the Annotated Code of Maryland.

- Current D.1.f.3. Updated dates in Seniority Recall under Reduction in Force. Re-lettered to E1&2.
- Current D.1.g. & D2&3 realigned under new F containing all recall procedures.

Article 13 Professional Development & Reimbursement

- B. Increase in tuition reimbursement: ~~\$300~~ **\$350** per graduate credit; ~~\$155~~ **\$205** per undergraduate credit
- New E ***The Board and Association recognize that from time to time employees require a documented plan to assist in their professional growth. In order to effectively support the employee and provide appropriate resources, a non-disciplinary, non-evaluative Professional Growth Plan (PGP) should be developed to identify areas for growth and ensure optimum opportunity for the employee to improve their job performance.***

The employee will be involved in the development of the PGP and will have an opportunity to provide input prior to the plan being finalized. Final approval of the PGP is at the discretion of the principal/supervisor. If the employee disagrees with the content of the PGP, they can attach a statement to the PGP noting their concerns. It is the responsibility of the employee to comply with the plan and work to improve in the areas noted ~~areas~~ for growth. It is the responsibility of the administrators to provide sufficient resources, tools, and timely feedback for the employee to comply with the plan.

Elements of the PGP will include areas identified as needing improvement and the resources to be provided by HCPSS to support the PGP. In order to monitor the employee's progress, monitoring dates should be scheduled at the outset of the PGP. However, this does not preclude the employee from requesting a review conference at any time during the duration of the plan. No such request will be unreasonably denied.

Article 14 Association Rights & Privileges

- Addition to help job descriptions: 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. ***The Board shall provide the Association written notification of any change to a position description (for positions covered under this agreement) as soon as reasonably possible.***

This language is not subject to the grievance process.

- New Z: ***The Association and the Board agree that it is mutually advantageous to have Association bargaining units represented on HCPSS Board policy groups and committees***

Article 15 Sick & Bereavement Leave

- Clarification about use of sick leave being used for illness: A.1. ***“Unless otherwise noted in this section, sick leave shall be use for the personal health needs of the teacher.*** 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.”
It is also still noted in 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.
- B. Increase from use of one (1) day outside of the consecutive bereavement leave to the ability to use two (2) days outside the consecutive leave, increased from within 90 to 100 days, and wording about exceptions: ***“Employees may use two (2) days of the allowable bereavement leave within 100 duty days of the relative's death. Requests for exceptions to the provision cited above may be submitted to the Office of Human Resources and will be evaluated on a case-by-case basis.***

Article 16 Temporary Leaves of Absence

- A.1.c. Increase the accrual of personal leave from five (5) to six (6) days. Unused personal leave days may be accumulated up to ***six (6)*** with no more than four (4) days used consecutively and any days in excess of ***six (6)*** shall be transferred to sick leave.

Article 17 Extended Leaves of Absence

- Six (6) year consecutive limit on child rearing leave: E. ***Tenured*** members with 2 or more consecutive years' experience with HCPSS, 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 ***not to exceed three years per child and six (6) consecutive years in total. When a members returns from such leave they must work for a minimum of (1) year before being granted an additional leave under this section.***
Members on child-rearing leave on or before June 30, 2021 are grandfathered under the collective bargaining agreement in effective at the time their leave began.
- Employment while on leave: 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. ***While on leave, the teacher is still under contract with the Board, therefore they cannot accept other similar employment.***
- Clarification of return from leave procedures: K. Teachers whose leave expires ***between March 1 and June 30*** 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. ***However, at the Board's discretion they may still consider such placement if requested by the teacher after the deadline.***

11 and 12 month employees must notify the Office of Human Resources, in writing, regarding their intention to return from the expired leave no later than sixty (60) calendar days prior to the end of the approved leave period. Failure to do so, will be construed as a lack of interest in employment. However, at the Board's discretion they may still consider such placement if requested by the teacher after the deadline.

Article 18 Working Hours and Workload

- Two additional days of pay for special education and related service providers (with “logs”): B. ***The school calendar shall include one hundred ninety-seven (197) working days for special education teachers and related service providers (i.e., SLP’s PT’s, etc.). They will have 193 scheduled working days and four (4) days of professional time not scheduled in the school calendar that shall be used as described in paragraph 3 below.*** (same description of previous other two logged days)
- Additional secondary planning time: F.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 ***with an additional thirty (30) minutes during the week***, in which they will not be assigned to any other duties.
The parties recognize that the intent is for the additional 30 minutes to be a consecutive block whenever possible, and that the goal is to continue to work toward finding time within the secondary schedule to increase planning time.
- Additional elementary planning time:F.2. Elementary teachers will, in addition to their lunch period, have weekly preparation time during the student week of at least ***three hundred (300) minutes***, with at least two hundred ***twenty (220) minutes*** of such time scheduled in blocks of not less than ***fifty five (55) consecutive minutes***. ***No portion of the 300 minutes will be in blocks of less than 25 minutes.*** During this preparation time, they will not be assigned to any other duties.
- Clarifying of “special” and “regular” teacher”: H. When a ~~special~~ ***related arts teacher or guidance counselor*** is in charge of the class, the ~~regular-classroom~~ teacher shall have the option to leave the classroom.
- Addressing “load” of PD: New R. ***At the discretion of the Superintendent/Designee, employees may have the option to test out of professional development. This option does not apply to any professional development required by local, state and/or federal regulations/laws.***

Article 20 (see scales) Salary Summary:

- Temporary scales will reflect increase is 2/3 of a step on the previously negotiated scales. Full implementation on June 30, 2022 at 11:59pm.
- A step for all eligible employees on that temporary scale
- One time payment of \$950 for all employees at the top of each scale
- Notes:
 - (6) Speech and language pathologists who hold a Certificate of Clinical Competence from the American Speech and Hearing Association (ASHA) ***and Occupational Therapists who hold a National Board for Certification in Occupational Therapy (NBCOT)*** shall receive an annual supplement of \$3,000.
 - ***(9) Personnel employed for work, which is an extension of normal teaching duties, beyond the normal school year, 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.***
 - ***(10) Summer School:***
 - ***HCPSS personnel employed for summer school shall be paid an hourly rate, which is based on their current salary (Example: 10 month salary is \$58,000; hourly rate would be \$58,000/1365 hours = \$42.49 hourly rate).***
 - ***Teachers working in summer programs that run 20 or more calendar days will accrue one (1) day of sick leave.***
 - ***HCPSS employees working in “COVID Recovery” summer programs will receive a \$1,000 incentive payment after completion of the programs. This incentive will expire at the conclusion of recovery programs associated with the COVID-19 pandemic.***

Article 22 Insurance

- Percentage of premium:
 - Hired before June 30, 2011 86/14 split (increase by 1% for employee-see chart)
 - Hired after July 1, 2011 85/15 split (no change)
 - Hired after July 1, 2021 84/16
- Co-pay for specialist increase by \$5
- **Benefits closed for negotiations in FY23**

	AETNA HMO			
	Annual Amount	1% Annual Diff.	Realized in FY22	\$ diff. per pay
Single	\$6,807	\$68	\$34	\$3.09
Employee +1	\$13,263	\$133	\$66	\$6.03
Employee & Spouse	\$14,924	\$149	\$75	\$6.78
Family	\$21,342	\$213	\$107	\$9.70
	Blue Choice HMO			
	Annual Amount	1% Annual Diff.	Realized in FY22	\$ diff. per pay
Single	\$7,109	\$71	\$36	\$3.23
Employee +1	\$14,221	\$142	\$71	\$6.46
Employee & Spouse	\$15,644	\$156	\$78	\$7.11
Family	\$22,964	\$230	\$115	\$10.44
	AETNA PPO			
	Annual Amount	1% Annual Diff.	Realized in FY22	\$ diff. per pay
Single	\$8,352	\$84	\$42	\$3.80
Employee +1	\$16,269	\$163	\$81	\$7.40
Employee & Spouse	\$18,311	\$183	\$92	\$8.32
Family	\$26,187	\$262	\$131	\$11.90