

ESP TA's:

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

Article 1 Recognition

- Broaden language: 1.5.E.3 Termination of Rights - An employee shall lose seniority rights if they resign, except that persons returning to employment ~~within 24 months~~ **with HCPSS** shall have all of their accumulated sick leave restored.

Article 2 Grievance Procedure

- New D. ***Duty Day – Any day the employee would regularly be scheduled to work. Days on which the school system would normally be open but is closed, and the employee is not working on that day, will not count as duty days for the purposes of deadlines.***

Article 3 Association Rights:

- New 3.22 ***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.***

Article 4 Employee Rights:

- Restructuring of due process language:
 - ***4.6. Employees shall be provided due process before the imposition of any discipline.***
 - A. ***Prior to any due process hearing/meeting, the employee will be advised that disciplinary action is being considered.***
 - B. ***The employee will be advised of their right to have Association representation at the due process hearing/meeting. Association representative (s) shall be entitled to accompany and represent the employee at the meeting.***
 - C. ***Upon request, when necessary for the employee to arrange for an Association representative to attend the meeting, this meeting may be delayed an additional duty day.***
 - ***4.7. Employees will be given a minimum of one (1) duty day advance notice prior to a meeting for the issuance of discipline. Upon request, when necessary for the employee to arrange for an Association representative to attend the meeting, this meeting may be delayed an additional duty day***

Article 5 Personnel Employment:

- Changed due to PSLRB ruling: 5.1.A. The substantive determination of requests for voluntary transfers is within the exclusive province of the Superintendent of Schools and, as such, is not negotiable or subject to the grievance procedure. However, if the Superintendent determines that more than one employee is equally qualified for the position, ***it is recommended that*** the order for filling the vacancy be based on seniority.
- Broaden Language: 5.1.F. Student Assistants - Reassignment/Transfer - If the student that the student assistant is assigned to leaves the school and transfers to another Howard County Public School, then the student assistant may be transferred to that school with the child. If the assigned student leaves the county, then the student assistant shall be reassigned ~~to another student in the HCPSS~~ ***an equivalent position with job duties substantially similar to their former position.*** When the IEP team determines that the student no longer requires a student assistant, then the student assistant shall be assigned ~~to another student~~ ***to an equivalent position with job duties substantially similar to their***

former position. ~~If a student assistant is assigned to two (2) students and one (1) student leaves the school, the student assistant shall remain at the school.~~

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- Reorganization and changed due to PSLRB ruling: 5.2A-D
 - A. **Principals or supervisors will request** volunteers from among those affected by the need for transfer. **If there are insufficient or no volunteers, then the principal or supervisor should consider the following in determining involuntary transfers from their school:**
 - (1) Employee's area of experience and training**
 - (2) Length of service in the Howard County Public School System**
 - (3) The number of times an employee 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**
 - B. **Principals or supervisors should consider probationary employees** for involuntary transfers before those unit members who have completed their probationary period. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion.
 - C. The substantive determination of persons to be retained at the work site, department, or within the school system is within the exclusive authority of the Superintendent of Schools and, as such, is not subject to negotiation or to the grievance procedure. However, **it is recommended that** the order of transfer among those not selected for retention, who are therefore eligible to be involuntarily transferred, be based on **length of service**.
 - D. Reinstatement (Involuntary Transfers) - If an employee is involuntarily transferred, the employee shall be notified **and offered an opportunity to apply to return to that position** if the same position is restored within the school year or by October 15 of the current school year if said transfer occurred at the end of the previous school year.
- Change 5.6.E Recall Notice - An employee on layoff shall be notified of recall by telephone and/or letter sent to the last address on record. ~~An employee who fails to respond to such notification within seven (7) week days or report to work within ten (10) week days shall forfeit recall and seniority rights provided the position to be filled is of equal pay status to that from which the employee is laid off.~~ **The employee shall respond to the Office of Human Resources within fifteen (15) calendar days after receipt of the notification of the vacancy as to whether or not they will accept or reject the offer of the position. A nonresponse or a response received after fifteen (15) calendar days will be deemed as a rejection.**

Article 7 Leave

- Sick leave clarification about leave being used for health reasons & change in increments allowed:
 - **A. Unless otherwise noted in this section, sick leave shall be use for the personal health needs of the employee.** D still remains: Employees who do not receive annual leave will be allowed to use sick leave for an illness in the immediate family or of same-sex domestic partner.
 - **E. Employees must request and use sick leave beginning with one (1) full hour increment and then in increments of one-half (.5) hour.**
- Personal leave increment changed and clarification of probationary period:
 - **E. Employees must request and use personal leave beginning with one (1) full hour increment and then in increments of one-half (.5) hour.**

- F. An employee on probation shall earn personal leave, but must complete the probationary period to be eligible to use personal leave. ***This does not apply to employees serving a re-evaluation period due to promotion***
- Bereavement Leave
 - 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: 7.3. Employees may use ~~one (1)~~ **two (2)** days of the allowable bereavement leave within ~~ninety (90)~~ **100 duty** days of the relative's death. ***Requests for exceptions to the provisions cited above may be submitted to the Office of Human Resources and will be evaluated on a case-by-case basis.***
- Annual Leave: Same language about increment use and probationary periods. Additional days:

Length of Service/Years	Number of Annual Leave Days
1	10 12
2	13 15
3-6	16 18
7-9	17 19
10+	20 22

	12	15	18	19	22
July	1	1	1.5	2	2
August	1	1.5	1.5	1.5	1.75
September	1	1	1.5	1.5	1.75
October	1	1.5	1.5	1.5	2
November	1	1	1.5	1.5	1.75
December	1	1.5	1.5	1.5	1.75
January	1	1	1.5	2	2
February	1	1.5	1.5	1.5	1.75
March	1	1	1.5	1.5	1.75
April	1	1.5	1.5	1.5	2
May	1	1	1.5	1.5	1.75

- Child rearing leave:
 - Change 7.4. ~~Child rearing leave may be granted for a period not to exceed three (3) years starting within one year of the date of birth or adoption of the employee's child. The employee must apply on the prescribed form to the Superintendent's designee. The application shall contain the requested date for commencement of the leave.~~ ***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 employee requests, but not to exceed three years per child and six (6) consecutive years in total. When a member returns from such leave they must work for a minimum of (1) year before being granted an additional leave under this section.***

Any leave request in excess of twelve (12) weeks must be planned to conclude at the end of a school year. Applications for such leave shall be made as soon as possible, but normally at least thirty (30) days prior to the effective date.

- General Leave: Clarification of return from leave: **7.13 An employee 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 employee 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 thirty (30) 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.

- Addition of Family Crisis Leave language in certificated contract

Article 9 Protection of Members

- Addition of nurse to language (9.3) on protection of health assistants in Health rooms.

Article 10

- Change of report for emergency closings: 10.2 If schools are closed for students, but a determination is made to open the central office and school offices, all 12-month employees may report to work up to **one hundred twenty (120)** minutes later than their regular starting time or exercise liberal leave.

Article 11 Working Conditions

Interpreters:

- Addition 11.1.A. **As determined by the Division of Academics, interpreters may be granted up to 5 additional duty days prior to the beginning of the school year. These days will be paid at the appropriate hourly rate, which includes any longevity.**

Teacher Secretaries:

- Addition 11.1.C. The duty year for 10-month secretaries and clerks shall be 210 work days, including paid holidays. **Additionally, each elementary schools will be granted an additional 21 hours in the summer for teachers' secretaries to work. Prior to the scheduling of summer hours, the principal/designee will solicit volunteers. The scheduling of summer hours will be determined by the principal/designee. Summer hours will be paid at the appropriate hourly salary rate, which includes any longevity.**

Duty Days:

- New 11.1.H. **If the school system's annual calendar is changed after decisions are made regarding any duty days for employees whose job allows them to have the ability to determine some/all of their duty days, those employees will be notified and will have the opportunity to readjust their duty days if their supervisor agrees to the readjustment.**

Sign Language Interpreters:

- Addition 11.2.F **Sign language interpreters shall have 90 minutes per week of self-directed time for the completion of work related to their role as interpreters.**
- Addition 11.2.J Principals and department/office supervisors will schedule AM and PM breaks on full workdays (excluding in-service/professional days) for clerical/secretarial employees, paraeducators, **interpreters**, security assistants, and student assistants in consultation with employees.

Performing duties at a higher grade

- 11.7.A Except as provided in Section B, a school-based employee performing duties of an employee in a higher grade who is absent for ~~ten (10)~~ **five (5)** or more consecutive work days shall receive the higher rate of pay retroactive to the first day of the assignment.

Technology:

- 11.13 ***The Board will be responsible for providing the technology and resources necessary for employees to perform their required job duties.***

Article 12 Professional Learning and Reimbursement

- Increase in tuition reimbursement: ~~\$225~~ **\$350** per graduate credit; ~~\$225~~ **\$275** per undergraduate credit
- New 12.9 ***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 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
- One time payment of \$600 for Food Service employees who are ineligible for the \$950
- ***Summer School:***
 - ***HCPSS personnel employed for summer school shall be paid an hourly rate, which is based on their current salary.***
 - ***Employees 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***
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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