

Master Agreement

BETWEEN THE

The Howard County Board of Education

and

The Howard County Education Association

Beginning July 1, 2023~~4~~ and Ending June 30, 2024~~7~~

*This is a ~~One~~ **Three** (~~1~~**3**) Year Agreement*



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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; **and the term “HCPSS” shall refer to the Howard County Public School System (HCPSS), which acts as the negotiating agent for the Board.** The term “accumulated,” when applied to leave, shall refer to earned leave, not unearned leave.
- C. The following terms are defined as follows:
- a. **Association Representative:** An individual that the Association recognizes as its representative. This may include HCPSS staff serving as HCEA Representatives, and/or MSEA staff assigned to work with the Association. Each fall, as soon as such information is available, the Association will send to the HCPSS a list of staff serving as Association Representatives and shall send updates to this list as needed.
 - b. **Cost of Living Adjustment (COLA):** Increase in compensation (e.g. increase in the value of cells on the salary scales, stipends, supplements, or other forms of compensation).
 - c. **Duty Day:** Any day the teacher is regularly scheduled to work. Days on which the school system would normally be open but is closed, and the teacher is not working on that day, will not count as duty days for the purposes of deadlines.
 - d. **Program Implementation Period (PIP):** Non-instructional time during the duty day outside of breaks, lunch, and planning time.
 - e. **Step:** When used in reference to salary or pay, Step refers to the row of the salary scale on which a teacher is placed each year.
 - f. **Stipend(s):** Money that employees receive in addition to their regular wages or salary, that shall not be included in the teacher’s annual salary for retirement and life insurance purposes and will typically be awarded as a lump sum.
 - g. **Supplement(s):** Money that employees receive in addition to their regular wages or salary, that shall be included in the teacher’s annual salary for retirement and life insurance purposes and will be awarded proportionally if said supplement is earned during the duty year.

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 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 HCPSS or its delegated representatives not later than the first negotiating session. The Board HCPSS 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, and, unless mutually agreed otherwise, 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 or the Maryland Public Employee Relations Board, 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 their representative, and/or the Association, at the request of the grievant, and the employee's immediate supervisor and/or their designated representative
 - Step 2: Between the grievant and their Association representative, and the Superintendent and/or their 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.

By mutual decision, a grievance can be presented as a consolidated Step 1 and Step 2.
4. Any grievance shall be presented at Step 1 in writing, signed by the grievant, within twenty (20) ~~school~~ **duty** days from the date of its occurrence, or the date when the grievant knew or should have known of its occurrence. **A copy of the written grievance shall be sent to the Office of Employee and Labor Relations.** The Administrator's answer at each Step shall be given in writing within **ten (10)** ~~seven (7) school~~ **duty** days after each step meeting, which shall be held within **ten (10)** ~~seven (7)-school~~ **duty** days following receipt of appeal. Unless a grievance is appealed to the next step within **ten (10)** ~~seven (7) school~~ **duty** 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. **For a consolidated Step 1 and Step 2 grievance, the Superintendent or designee, will have a total of fourteen (14) duty days to hear the grievance and fourteen (14) duty days to issue a written response.**

5. Arbitration

- a. In the event the ~~teacher grievant~~ and the Association are not satisfied with the disposition of a grievance at Step Two (2), the ~~grievance may be submitted to arbitration~~ 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 ~~within 40 calendar days from the date the decision at Step II was forwarded via certified or electronic mail~~. 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. ~~The arbitrator's decision shall be final and binding on all the parties.~~
- 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 HCPSS~~. The arbitrator shall not add to, alter, detract from, amend, or modify any provision(s) of this Agreement. ~~The costs of the aforementioned arbitration shall be equally divided between the Association and HCPSS.~~
- c. After ~~the Board HCPSS~~ is advised by the Association of a decision to submit a grievance to binding arbitration under paragraph 5.a, ~~the Board HCPSS~~ and the Association may within 15 ~~duty school~~ days agree to ~~a pre-arbitration conference mediation~~ as set forth in paragraph 6.
- d. HCEA shall give ~~the HCPSS Board~~ at least 7 calendar days' advance ~~written~~ notice of its intent to vote on proceeding to arbitration. ~~Prior to the commencement of arbitration, The parties may mutually agree to utilize a mediation process with the Federal Mediation and Conciliation Service (FMCS) or other agreed upon external mediator in an effort to resolve a grievance. If mediation does not resolve the grievance the arbitration may proceed.~~ Either the HCEA Board of Directors or ~~the HCPSS 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.

6.—

- a. ~~The pre-arbitration conference shall be held with representatives of the Board, the Association, and the Grievant, at their option, for the express purposes of settlement. During this conference both parties may 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. ~~HCEA shall give the HCPSS Board at least 7 calendar days' advance written notice of its intent to vote on proceeding to arbitration. Either the HCEA Board of Directors or the HCPSS 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. [moved to 3.B.5.d]~~

C. Miscellaneous

1. ~~"Days" shall mean working school days. comply with Article 1.C.d.~~

~~“Days” shall mean working school days. 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.~~

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, the day after receipt of electronic delivery, or on date stamped or recorded thereon by a school official, who shall initial the same, if hand delivered.~~
 - a. If mailed, the grievance, appeal, or notice is deemed to have been received on the day after the date of postmark.
 - b. If sent by electronic delivery, the grievance, appeal, or notice is deemed to have been received on the date of delivery.
 - c. If hand delivered, the grievance, appeal, or notice is deemed to have been received on the date stamped or recorded thereon by a school official.

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 their representative and the Superintendent/designee.

~~This procedure will be pursued should the grievant become incapacitated, or, if left unresolved until the next school year, or 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 **while the grievance remains unresolved.**
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 HCPSS 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~~ HCPSS only:
1. As it may prevent the teacher from performing their assigned functions during ~~the school~~ duty day 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 their work performance.
- C. ~~The Board~~ HCPSS 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.
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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. Non-tenured teachers **and conditional teachers on a provisional certificate** shall be observed and receive written observation reports at least four (4) times during the school year, twice ~~during the first semester but no later~~ **before February 1** ~~than January 31~~ 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 but no later~~ **before February 1** ~~than January 31~~ and once during the second semester.
- C. Written comments shall be made concerning any observation of the teacher's work performance. The observation report will be accessible electronically or on paper within five (5) school days after it is made. A post-observation conference shall be held at the request of the teacher or observer. 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. All classroom teachers shall complete annually, in consultation with the administrator, the Student Learning Objective (SLO) Form. Student Learning Objectives are submitted between September 15th and October 31st each year. Revisions will be approved by the administrator and finalized within 10 duty days after mutual agreement is reached, but not later than November 15th. If needed, adjustments to the SLOs will occur between January 2nd 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 SLOs accordingly.
- F. A conference shall be held with the teacher as part of the evaluation process.
- G. The observation and evaluation document shall include a statement that indicates that the signature of the certificated individual does not necessarily indicate agreement with the observation and evaluation report.
- H. Any observation or evaluation shall provide for written comments and responses by the individual being observed or evaluated, which shall be attached to the observation or evaluation report.
- I. 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.

- J. The final evaluation shall be completed and electronic access given to the teacher evaluated prior to the end of the school year. Teachers shall have access to their evaluation within five (5) duty days after it is completed, but not later than the last duty day for ten-month teachers.
- K. No such evaluation report will be submitted to the Office of Human Resources, placed in the teacher's file, or otherwise acted upon without a prior conference with the teacher or the teacher's signature on the evaluation form.
- L. 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 their attention unless the investigation is conducted by a law enforcement, social services, or other similar agency.
- M. 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 their immediate ~~director~~ supervisor.
- N. Neither teacher nor student proficiency tests shall be the sole criterion used in the retention, evaluation, or promotion of teachers.
- O. 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 of the Annotated Code of Maryland. 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). **An efficient, successful voluntary transfer process is a shared priority of HCEA and HCPSS. The parties recognize the need to communicate in a coordinated, expeditious manner.**
 - 1. **All employees who desire to transfer to another building, department, or K-12 level for the following school year, shall notify the Office of Human Resources of such request, no earlier than February 1 and no later than April 15 of the current school year. Please note teachers who wish to move to a different content area within their building should not use the voluntary transfer process. School principals will provide an opportunity for teachers to document their desire to move to a different grade level or content.**
 - 2. **Requests for transfer are to be in writing and use the established online system. Vacancy information will be provided to those seeking voluntary transfers as soon as possible. This information will be published weekly, up until August 1. There is no limit on the number of schools/work sites an employee (as identified in paragraph A above) can apply for.**
 - 3. **If a vacancy occurs after August 1 in a building, department, K-12 level, or a different content or certification area, the employee may, in rare cases, still be considered. Any such transfer will be**

approved by the Office of Human Resources and/or School Management and Instructional Leadership.

4. An employee can withdraw their transfer request at any time up until they accept a transfer for the following school year. An employee will have one business day to accept/deny in writing, via email, any transfer offered by the principal.
5. Voluntary Transfer Job Fairs will be held in the spring of each year. When possible, dates for the Job Fairs will be established and advertised to all employees prior to the closing of the transfer process window.
 - a. All schools will participate in the Job Fairs with adequate staff to conduct interviews.
 - b. Employees who are unable to attend the Job Fairs can request an interview directly with the principals of schools to which they would like to transfer. Principals are encouraged to accommodate the request but are not required to do so. Interviews may not be held prior to the dates of the Job Fairs.
 - c. In order to maximize the number of transfer employees who can meet with a principal, Job Fair interviews may be limited.
6. Principals are encouraged to consider internal school applicants, with proper certification and current endorsements.
7. Principals are encouraged to consider current HCPSS employees who apply for voluntary transfers over external candidates for selection to fill a vacancy.
8. 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.
9. An employee who requests a voluntary transfer will have the ability to provide a link to their resume and/or cover letter on the transfer form.

~~10. The timelines/dates described in this section may be waived by mutual agreement of the Howard County Board of Education and the Howard County Education Association.~~

~~The process for voluntary transfers will be established per the Memorandum of Understanding included as Appendix B to this agreement. If agreement isn't reached, the following language will be enforced.~~

- ~~a. Teachers who desire to transfer to another building may file a voluntary transfer request by April 1 of such desire with the Superintendent or their 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 they desire to be transferred, in order of preference.~~
- ~~b. Principals receiving voluntary transfer requests shall acknowledge receipt of the request for transfer. b. If the teacher's request for transfer is denied, they will, upon request, receive a written explanation of the reasons therefore from the Superintendent or their designee.~~

- ~~c. An applicant for transfer shall assume that they will continue in their present position until such time as they are notified, in writing, that their transfer has been granted; said notification shall be from the Superintendent or their designee.~~
- ~~d. Voluntary transfers for teachers for the ensuing year will not be processed after August 1, except for extenuating reasons.~~
- ~~e. A teacher will have until August 1 to withdraw their 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, their name will be removed from that school's transfer list for that year's staffing cycle. If the teacher does not withdraw their transfer request prior to the August 1 deadline, then after August 1, if selected by the principal, they can be placed into a vacancy based on the schools selected on their voluntary transfer request form.~~

11. Reading Specialists and ~~Guidance~~ **School** Counselors will be allowed to apply for voluntary transfers through an alternative process.

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

1. Procedures

- a. Notice of transfer shall be given to the teacher when possible at least ten (10) duty days prior to the date of change in August and September and thirty (30) duty 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) duty days of unassigned class time to prepare for the transfer.
- b. An involuntary transfer will be made only after 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 their request, the Superintendent or their representative will meet with them.
- c. A list of any open positions identified by field or qualification will be made available to all teachers being involuntarily transferred. Positions declared vacant that are filled by long-term substitutes shall be considered vacancies for the purpose of transfers. An involuntarily transferred teacher will be considered for returning to their original position and school when said position becomes vacant. If the vacancy occurs within the teacher's first semester at the new school, they may be considered for return in the current school year. If the position becomes available later in the teacher's first year at the new school, they may utilize the voluntary transfer process to return to their former school for the following school year and shall be notified by the ~~Department~~ **Office** of Human Resources about the vacancy.
- d. 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.

- e. 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 is recommended to consider the following in determining involuntary transfers from their school:
 - (1) Employee's area of certification
 - (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

C. Administrative Transfers

Whenever possible, and in general, initial notification on the part of the principal to the teacher they will be recommending for administrative transfer should occur no later than 2 weeks before the end of the voluntary transfer window. This will allow a teacher so notified to apply for a voluntary transfer under the provisions of the Negotiated Agreement if they are interested in doing so.

- D. By December 15th, HCPSS Office of Human Resources will identify up to six (6) fields or qualifications that are hard to fill and communicate those to the Association. The determination of hard to fill fields will be based on a combination of MSDE defined critical shortage areas and HCPSS recent hiring trends. Up to one third of the anticipated vacant positions (based on historical trends) in fields or qualifications identified and communicated as hard to fill may be offered to candidates with open contracts before or at the same time as surplus employees and employees returning from leave, not to exceed 25 total placements offered in this way.

Article 7: Assignment and Reassignment

- A. Assignment - annual designation of a position involving grade(s) and/or subject(s) within a school
 - 1. When determining assignments, the principal or supervisor should give consideration to teacher's years of experience in the proposed area of the assignment.
 - 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. **For employees who must work at multiple locations in a day, their start and end time will be determined by HCPSS and communicated by the primary supervisor to the employee prior to the first duty day.**
 - 3. All teachers will be given written notice of their class and/or subject assignments, by July 1. 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.

1. 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 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 first day of pre-service week and twenty (20) calendar days prior to the date of change during the remainder of the year.

Reassignment will be made only after 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 their request, the Superintendent or their representative will meet with them.

2. Any grade level elementary school teacher reassigned to another grade level after the start of the student year will receive two (2) duty days of unassigned time to prepare for the new assignment. **When possible, any secondary level teacher reassigned to another subject or content area after the start of the student year will receive one half (1/2) of a duty day of unassigned time to prepare for the new assignment.**
3. In reassigning teachers, items in 7A.1 and A.2 will be considered.

C. Special Assignment - The superintendent may choose to designate up to one (1) teacher who has achieved tenure and is selected by the Howard County Public School System and the Association to be granted a role as a teacher on special assignment at the current step and lane on their current salary scale for one (1) year for the purpose of engaging in collaborative HCPSS-Association activities.

1. An individual designated to serve in this position shall become or remain a full-time employee of the Howard County Public School System. For individuals who are part-time prior to serving in this position, there is no guarantee of a return to a part-time position once the position expires.
2. Upon completion of their term(s), the individual will return to their original position or a similar position and salary.
3. **The HCPSS and Association will jointly develop evaluative and accountability measures regarding the special assignment.**

Article 8: Promotional Vacancies

- A. Announcements of Vacancies: Announcements of vacancies shall be ~~posted on the faculty bulletin boards,~~ published **in the internal staff online system** ~~by circular to the staff,~~ posted online, and **sent made available** 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. **If HCPSS creates a new position entirely, it will alert the Association via email and provide any available position description information.**
- B. Submission of Application: Candidates must complete an employment application in the HCPSS applicant tracking system (~~“Frontline”~~).

- C. Employees who interview for positions and are not selected will, upon request, receive feedback regarding their performance in the interview and possible areas for improvement.

Article 9: Classroom Control

A. Classroom Control

1. When, in the judgment of a teacher, a student is by their behavior seriously disrupting a school activity or instructional program to the detriment of other students, the teacher may temporarily, with notification to **an administrator** ~~the principal~~, **remove** ~~exclude~~ the student from the activity and/or **classroom** ~~program~~ and refer them to **an administrator** ~~the principal~~ or **other** school-level disciplinary program(s) ~~designed to assist such student(s) situations~~.
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 or a written reply that provides the remedial action taken by the administrator or the reasons why such action was not taken.
3. The "Student Code of Conduct" shall be followed by **all school staff when determining** ~~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 verbally or physically abused or who is threatened with physical abused in connection with their employment shall immediately report the incident in writing to their immediate supervisor.
~~Incidents involving verbal abuse shall be reported in a similar manner.~~
2. **When multiple incidents of physical abuse or threats of physical abuse occurs by one student towards staff in a 2-week period, an affected teacher may request a written plan specific to that student, with specific preventative and responsive strategies to be taken in the case of further incidents. Administrators must meet with the affected teacher(s) within two weeks of any such request and will give the teacher(s) written guidance on how to respond to the relevant student behavior.**

- 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.~~ **Every regional or specialized program will be issued at least one walkie-talkie for use in said programs, which will be distributed at the discretion of the principal/administrator in collaboration with program staff.**

D. Administrative Responsibility for Student Disciplinary Procedures

1. ~~Each Spring semester,~~ The principal of each school, with input from the Staff Advisory Committee and ~~for~~ **any** other appropriate committees designated for this purpose, will be responsible for **the implementation of HCPSS student disciplinary procedures.** ~~and t~~The

development, **revision, or review** of an appropriate **school specific student disciplinary** procedures **will occur at least every other year** with feedback from all members of the faculty and administration. **These procedures will be in alignment with the HCPSS Student Code of Conduct and the Student Discipline policy.**

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.**
 3. **If administrators and/or their designees must do not accept and process an Incident Report form into the designated online database, they will provide the employee(s) who submitted the form a written explanation as to why it was not processed.**
- B. The initial responsibility for pupil behavior, safety, and control rests with the classroom teacher. **The Board HCPSS** will provide all teachers with a policy of discipline as based on Maryland School Laws.
- C. The teacher may request a conference with the school-based administrator to discuss incidents of student discipline which directly affected the teacher whether corrective action was taken or not.

Article 10: Protection of Teachers

- A. The parties agree that they shall give support to the discipline procedures and policies of **the Board HCPSS** 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 in compliance with local, state, and federal anti-discrimination policies and laws.

B. **Workplace Injury:**

Whenever a teacher is absent from school as a result of compensable injury occurring in the course of their employment, they will be paid their full salary for a period not to exceed 90 days with no loss of fringe benefits **provided the absence is supported by proper medical certification**, and no part of such absence will be charged to their annual or accumulated sick leave. The parties acknowledge that payment of workers' compensation leave under this section fully satisfies **the Board HCPSS'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 HCPSS**. The intent of this provisory is to ensure that HCPSS covers the additional one-third (1/3) of an employee's Temporary Total Disability (TTD) award up to 90 days. The 90 days need not be consecutive.

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 HCPSS** 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~~ HCPSS will reimburse teachers, **through a third-party vendor**, 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 their employment.

If the teacher is continued on temporary total disability from workers' compensation beyond the 90 work-day period or the teacher is denied the benefit of the 90 work-day period but granted temporary total disability payments, the following options shall be available to them:

- 1. The teacher may elect to use their earned leave or sick leave to make up the difference between Workers' Compensation benefits and their full regular salary. HCPSS shall provide a supplement to the standard Workers' Compensation benefit so that the gross pay of the teacher is equal to their regular gross pay. This supplemental pay will be charged against available sick leave on a pro-rated basis.**
- 2. The teacher may apply for unpaid leave of absence under Article 17 of this Agreement without affecting any benefits which may be due under the workers' compensation law.**

HCPSS shall approve leave without pay for a medical condition that would otherwise have qualified for FML when the employee has exhausted their FML and paid leave options due to a workplace injury. The unpaid leave shall be at least the amount of FML time they would have had available without the workplace injury.

- 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 their personal property--such as clothing--~~the~~ **HCPSS Board** shall make an equitable financial adjustment with the teacher for personal property losses not otherwise covered by insurance or restitution. For other damage to personal property or injury caused by a student, ~~the board~~ **HCPSS** will take the lead in seeking restitution from the family. **If the incident is exclusively related to the teacher's personal life, it will not be covered under this provision.**
- 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.

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- 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, 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~~ HCPSS 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. 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.
- L. **Employee Discipline**
1. No teacher will be disciplined or reprimanded without cause.
 2. Teachers shall be provided due process before the imposition of any discipline.
 - a. Prior to any due process hearing/meeting, the teacher will be advised, **in writing**, that disciplinary action is being considered.
 - b. The teacher 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 a teacher at the meeting.
 - c. Upon request, when necessary for the employee to arrange for an Association representative to attend the meeting, if HCPSS provides less than two (2) **duty** days' notice, this meeting may be delayed an additional duty day.
 3. 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 shall be delayed an additional duty day.
- M. 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~~ HCPSS expense of any documents contained therein which are not available from the original source ~~or~~ **and** which the teacher had not previously received. **The teacher may take photos of any document(s) in their personnel file.** A teacher shall be entitled to have a representative(s) accompany them during such review. ~~The Board~~ HCPSS will protect the confidentiality of personal references, academic credentials, and other similar documents.
- N. No material derogatory to a teacher's conduct, service, character, or personality will be placed in their personnel file, maintained by the Office of Human Resources, unless the teacher has had an opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. They will also have the right to submit a written answer to such material and their answer will be reviewed by the appropriate administrator and attached to the file copy.
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- O. Disciplinary letters and any supporting documentation will not be considered for purposes of progressive discipline if there has been no formal discipline for at least five (5) years from the date of the current incident under consideration by HCPSS.
- P. Teachers who want training in student physical behavior intervention the HCPSS currently supports (e.g. de-escalation training, restraint training), should make a request to their school administrator that they be placed on the list of staff provided to Department of Special Education (DSE) who are to receive such training. If the school administrator denies this request, upon request they will provide the teacher a rationale in writing for that denial. Teachers who are approved for inclusion in that list who then experience challenges in accessing the training should contact DSE to assist in scheduling the training and will be given a response in writing with either a rationale for denial or next steps for receiving the training.

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~~ HCPSS 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~~ HCPSS 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, secondary teachers assigned to more than one school in a day shall not be assigned non-teaching duties that day. Except in cases of emergency, elementary teachers assigned to more than one school in a day shall not be assigned non-teaching duties that day except for afternoon bus duty.
- 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. When there is an absence necessitating coordination of the Special Education ESP or Teacher coverage in a school where the Special Education ITL carries a caseload, it is recommended that the principal delegate that coordination to themselves or another administrator, when possible, rather than to the ITL.

- I. Elementary school teachers will not be assigned lunch or recess duty.
- J. In order that school counselors, school social workers and psychologists 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.
- K. **Related service providers (SLPs, PTs, OTs) required to provide caseload assistance (e.g. IEP meetings, testing, paperwork, service hours, supervision of students), to a contracted service provider will be provided time during their duty day to provide this assistance, outside of their contractual planning time.**

Article 12: Personnel Employment

- A. 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~~. No presently employed teacher will receive less than the salary indicated on the salary schedule for their credited certification, experience, and education.
- B. Year-for-year 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.
- C. Occupational therapists, physical therapists, ~~school mental health therapists~~, social workers 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.
- D. In areas 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.
- E. 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.
- F. 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.
- G. **Beginning FY23**, new teachers whose credits from A1-A6 above do not equal three (3) or greater will be granted placement credits such that the total credits are equal to **three (3)** and will be placed on salary step 4 of the appropriate scale. These additional credits do not impact or adjust a teacher's years of service as defined in other provisions of this agreement.

~~b. Current HCPSS teachers who do not have a minimum of three (3) credits by FY23 will be granted additional placement credits such that the total credits for FY23 are equal to 3 and~~

~~they will be placed on salary step 4 of the appropriate scale for FY23. These additional credits do not impact or adjust a teacher's years of service as defined in other provisions of this agreement.~~

- H. Previously accumulated sick leave days will be restored to all teachers who return to HCPSS teach in Howard County, if the teacher returns within seven (7) years, provided they have not previously retired from HCPSS, or had their leave transferred to another school system. Upon separation from HCPSS employment, a teacher's final leave balance will remain directly accessible to the teacher in the HCPSS online system.
- I. The Superintendent and/or their designee shall inform teachers within thirty (30) days after receipt of changes in state and/or local certification policies.
- J. 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. Non-tenured teachers holding provisional certificates
 - b. Non-tenured teachers holding regular certificates
 - c. Tenured teachers
 - d. At such time when teachers in the above categories are to be separated when all other factors are equal the length of continuous service in Howard County Public Schools, appropriate certification and ability to teach the available grade levels or subject areas (i.e., having taught such grade level or subject within the prior 3 years) may be considered.

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.
- K. Seniority Determination
1. Seniority shall be determined by the day, month, and year and time the teacher signed a regular or provisional contract with the Board HCPSS or the date of a letter of assignment within each of the categories indicated in D.1 of this article.
 2. Approved leaves of absence and leave under Article 17, Section A, B, or D will neither count toward years of service for seniority purposes nor be considered as a break in service (i.e. a teacher signed a contract on August 1, 2000 and taught through June 30, 2005 in the Howard County Public School System, had three years of child rearing leave, and has been teaching continuously in the Howard County Public School System since returning from leave in September 2008 through June 30, 2013, will have ten (10) years of continuous service, thus ten (10) years of seniority on June 30, 2013).
- L. Teachers who are laid off because of reduction in force will be placed on a priority recall list for no less than three (3) years if they provide notice, according to Section 2 c (3) of this Article.
1. While teachers are on the priority recall list, no new teacher shall be hired except where:

- a. There are no teachers on the priority recall list certified to fill the vacancy,
or
- b. All certified teachers with the appropriate certification area on the priority recall list decline the offer to fill the vacancy.

2. Recall Procedures

- a. A teacher on the priority recall list shall be notified in writing in the inverse order of layoff of any vacancy which occurs for which the teacher is certified in and which matches their prior employment status (e.g. full time, part time). A teacher on the priority recall list who was part time when terminated under this section will not be entitled to a position with more time unless conditions in D.2 of this article apply.
- b. The notification shall be by certified return receipt mail sent to their address on file in the Office of Human Resources.
- c. The teacher so notified shall respond to the Office of Human Resources in writing within ten (10) 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 ten (10) calendar days will be deemed as a rejection.
 - (1) If the teacher rejects the position or cannot begin the new assignment within thirty (30) calendar days from the date of offer, the teacher shall be deemed to have waived their claim to that position. However, a laid-off employee who has accepted employment in another Maryland public school system and is unable to obtain a release from their employment contract may decline an offer to return to work and maintain recall rights for one year if the offer is issued later than July 1 for a position which will become available at the beginning of or during the following school year.
 - (2) A teacher on the priority recall list may decline the offer of employment once within their 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 Office of Human Resources in writing no later than March 1st, if they desire to remain on the priority recall list for the second year or third year.

3. 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 they remain on the recall list and as long as they pay 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 laid off 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.

4. 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.
- M. For summer school positions or for any teaching or advisory positions not performed during regular school hours, ~~the Board~~ HCPSS shall utilize the services of its qualified professional employees, when such personnel are available.
- N. Teachers shall be able to electronically view their paystubs no later than the pay date. All teachers must either authorize direct deposit of pay directly through a bank designated by the teacher or must obtain a pay card. ~~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.~~
- O. Part-time teachers employed by ~~the Board~~ HCPSS, based on qualifications and seniority, shall be considered for vacancies consistent with the provision of Article 6A (“Voluntary Transfers”).
- P. ~~The Board~~ HCPSS agrees to provide written notice to the Association within 14 days of entering into a subcontracting agreement under which educational services are provided to students.
- Q. The Board agrees to provide written notice to the Association within 14 days of entering into a subcontracting agreement under which educational services are provided to students.

Article 13: Professional Development and Reimbursement

- A. Teachers who travel using their own vehicle during the ~~work~~ duty day shall be reimbursed for all work-related travel in accordance with IRS regulations for all driving in excess of their normal daily commute to/from their home school/office. Teachers will be required to attend no more than three (3) countywide meetings per year without being reimbursed for mileage.
- 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~~ HCPSS. The rate of reimbursement is up to \$350 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 \$205 per credit up to a maximum of 24 undergraduate credit hours while employed by ~~the HCPSS 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~~ HCPSS - 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 HCPSS 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. Satisfactory

completion is a final grade of “C” or better or for classes with a pass/fail rating, a final rating of “pass.”

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, social workers, 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 HCPSS will provide additional reimbursement for tuition at the rate set forth in paragraph B after the reimbursement provisions of that paragraph have been exhausted.

If a teacher voluntarily leaves the school system, they may be required to reimburse HCPSS for tuition reimbursement received in the 12 months prior to their separation. The maximum amount is the lesser of 75% of the reimbursement received in the 12 month period or \$2500. HCPSS must notify the teacher of its intent to recoup the tuition reimbursement within 1 year of the teacher's separation. A teacher who voluntarily leaves the system after being notified that they are the subject of a Reduction in Force will not be subject to this language.

- ~~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. Once approved by the Association, the HCPSS will designate the appropriate office to process the requests.
- E. Prior to the first day of preservice, or as soon as possible for those hired after that date but not later than within 15 duty days of hire, HCPSS shall advise all special educators and related service providers of training and resources available and shall ensure employees are informed how to access such training and resources. Special educators and related service providers shall have access to training and resources regarding the preparation of IEPs and administering special education standardized assessments. HCPSS will make every effort to provide access to this training and resources at least two weeks prior to the due date for finalizing an IEP or special education standardized assessments. Failure to successfully perform related tasks will not be used as the basis for disciplinary or evaluative action if HCPSS has not provided access to the training or resources as outlined above.

F. Professional Growth Plan

~~The Board~~ HCPSS 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 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 and Privileges

- A. There will be no reprisals of any kind taken against any teacher solely by reason of their membership in the Association or for participation in any of its lawful activities.
- B. The Association may request and shall be given a place on the agenda of all regular Board meetings for brief reports and announcements.
- C. ~~The appropriate administrator or supervisor shall be available upon reasonable request to meet with representatives of the Association.~~
- D. The **appropriate administrator or supervisor** ~~principal~~ at each **school worksite** shall be available upon reasonable request of Association representatives to **meet and** discuss questions relating to the implementation of this Agreement in their **worksite school or other matters related to the working conditions**.
- E. ~~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. Each quarter, the Association will be provided the names of teachers who retired during that quarter. The Association recognizes that the Board can only submit information actually provided by the employee.~~
- F. 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.
- G. The Association shall be given a place on the agenda of the **county-wide and school-based** orientation programs for new teachers, ~~and school-based pre-service staff meetings,~~ to explain the function and benefits of membership.

The Association will be included as a stop during in-person HCPSS onboarding sessions. The Association will be invited to participate in virtual HCPSS onboarding sessions. HCPSS and HCEA recognize that in-person onboarding sessions are preferred over virtual sessions.

In addition, the Association will be given a list of all HCEA unit-eligible attendees at least two (2) weeks prior to the session date, and a final list within 48 hours of the session date.

- H. 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 buildings** and talk with teachers, provided the exercise of this right will not interfere with the educational program **and office work**. The Association representative will check in at the front office/**desk** and identify themselves as an Association representative to the front office staff of the **school building** upon their arrival.

Visitors of the Association, who wish admittance to a HCPSS school or worksite, shall notify the superintendent or designee in advance. The request should be made no less than one (1) duty day in advance. "Visitors of the Association" excludes Association Representatives as defined in Article 1.C.a

- I. 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~~ **HCPSS**

~~Board~~. The administrator of the building in question will be notified in advance of the time and place of all such meetings.

- J. The Association representative will have the right to schedule meetings of the teachers before or after ~~school work~~ duty days or, at any other times which do not disrupt the normal school program.
- K. 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 their advance approval will not be required.

In non-school buildings that already have a bulletin board available for use, there will be a bulletin board space of appropriate size reserved for the Association for the purpose of displaying notices, circulars, and such material.

In non-school buildings that don't have available bulletin board space, the HCPSS and the Association will look at the possibility of making space available to those employees.

All postings must follow Board policies and HCPSS circulars.

- L. 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 their 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.
- M. No teacher will be prevented from wearing pins or other identification of membership in the Association.
- N. Teachers shall be allowed to attend professional meetings with the approval of the Superintendent.
- O. 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.
- P. Officers and members of the Association recognize that school equipment, time, and materials are intended primarily for the use of pupils.
- Q. ~~Unless a teacher requests that their 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.~~ HCPSS shall provide the Association with the name, race, position classification, work location, home address, home and work telephone numbers, and work email address of each teacher eligible for representation by the Association by September 15. Said bargaining unit lists shall be provided on a quarterly basis, however, the information for new hires shall be provided within 30 days of hire.

Each quarter, the Association will be provided the names of teachers who retired during that quarter.

The Association recognizes that the Board can only submit information actually provided by the employee.

R. Association officers and/or representatives shall be permitted to draw upon a total of ~~fifty (50)~~ **eighty-five (85)** full days for use for Association business, **to be shared between the Certificated and ESP units. A maximum of fifty (50) full days can be used for Certificated unit members.** 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, **by the Association**, 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~~ **duty** 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 HCPSS 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.

- S. In addition to paragraph ~~R S~~, the Association may designate a maximum of ~~thirty~~ **forty-five (45)** **certificated and/or ESP** unit members to attend the annual Maryland State Education Association (MSEA) convention.
1. The Association shall, ten (10) calendar days prior to the first day of the MSEA convention, submit a list of unit member names designated to attend said meeting to the Superintendent. Their approval will not be necessary.
 2. ~~The Board~~ **HCPSS** 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~~ **HCPSS** and the Association agree that this section (Article 14, Section ~~T S~~) does not apply if schools are closed on the day that the convention Maryland State Education Association is held.
 4. **A maximum of thirty-five (35) full days can be used for Certificated unit members.**

T. ~~The Board of Education~~ **HCPSS** 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~~ **HCPSS** shall provide the Association with **a hard copy written or an electronic copy notification of any the changed to a position description (for positions covered under this agreement) within 30 days of the implementation of the changed position description.**

This language is not subject to the grievance process.

- U. ~~The Board~~ **HCPSS** 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 teachers, individual and teacher group health insurance premiums and experience figures, and such other information that shall assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers and the students as well as informed proposals during the course of negotiations.
- V. Association representatives and Board of Directors members shall be permitted to leave the ~~school building~~ **by 3:55pm 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.

- W. The Association president shall have access to the sick leave bank when 15 days of Association-provided sick leave are exhausted. **The Association president must be a current member of the sick leave bank and all sick leave bank policies and procedures will be applicable.**
- X. Teachers interested in terminating HCEA membership must submit a written withdrawal to the HCEA office. If the written request is not received during the withdrawal window, on or before September 15th, membership costs will be collected for the entire year. If a withdrawal of membership occurs after September 15th, full membership dues will be deducted by payroll for that year unless there are insufficient funds in the employee's final paycheck, then HCEA will be responsible for collecting any balance that remains outstanding.
- Y. The Association and the Board agree that it is mutually advantageous to have Association bargaining units represented on HCPSS Board policy groups and committees.
- Z. The parties will study the feasibility of negotiating provisions under which HCEA employees that implement employee benefits in the contractual agreement (i.e., sick leave bank, family crisis leave, Help A Child, etc...) will be considered employees under the HCPSS plan document and be eligible to participate in the HCPSS health insurance.

Article 15: Sick and Bereavement Leave

A. Sick Leave

1. Sick leave shall be used for the personal health needs of the teacher or immediate family. Ten-month employees will earn up to 6 days of sick leave per year. Eleven-month employees will earn up to 7 days of sick leave per year. Twelve-month employees will earn up to 12 sick days per year. These days will be annualized throughout the year but the annual total shall be available on the second day of the duty year. Employees who vacate their position before completing 5 months or less of work within a **school duty** year, and have used more sick time than earned, shall be required to reimburse the Board and/or have their pay adjusted for up to three days of unearned leave. No employee who has completed more than 5 months of work within a **school duty** year will be required to reimburse the Board if they have used more sick time than earned.
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 duty year, even if they have not been able to report for duty on that day, provided the teacher presents evidence of eligible illness **to the Office of Human Resources.**
4. Teachers **bargaining unit members** whose primary duties do not require substitute coverage for the period requested may submit and use leave in ~~one~~ half (1/2) hour or more whole increments.
5. **When a PM half day substitute is unable to be secured for a half-day absence, teachers may use sick leave, with supervisory approval, beginning with one (1) full hour and then in half (.5) hour increments.**

6. Misuse of sick leave shall result in deduction of full pay for the day(s).

- B. An employee shall be granted five (5) consecutive duty days of bereavement leave absence without the loss of salary for a death in the immediate family. Immediate family shall include child, parent, sibling, spouse, parent-in-law, child-in-law, sibling-in-law, grandparent, grandchild, step-child, step-parent, step-sibling, grandparent of spouse, 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. An employee who experiences the death of multiple family members due to the same incident, should consult with the Executive Director of Human Resources to determine the amount of bereavement leave available.

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

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.

- 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 available 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 can must return to work upon their health provider's instructions, provided the employee has received clearance to return by the Office of Human Resources. Alternatively, unless the teacher may resigns or requests a leave of absence. Employees requiring work accommodations or work restrictions will need to contact the ADA Coordinator.
- E. 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 March 1 of that year will receive termination pay in the amount of \$750 matching the greater of the following two options:
1. \$500 or
 2. pay equal to two percent (2%) of accumulated unused sick leave as of the date of retirement or resignation, up to a maximum of \$1200.

Article 16: Temporary Leaves of Absence

- A. Teachers will be entitled to the following temporary leaves of absence with full pay each school duty year:
1. Personal leave
 - a. Up to seven (7) days of leave per year, with no loss of pay, shall be available to each 10-month teacher for personal leave. Up to eight (8) days of leave per year, with no loss of pay,

shall be available to each 11-month teacher for personal leave. Up to four (4) days of leave per year, with no loss of pay shall be available to each 12-month teacher for personal leave. Although personal leave is accrued per month paycheck, teachers will be able to utilize their allotment in advance.

- 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 their intention 24 hours in advance.
- c. Unused personal leave days may be accumulated up to ten (10) and any days in excess of ten (10) shall be transferred to sick leave. No more than six (6) days can be used consecutively.
- d. When an employee a teacher has exhausted all sick leave (earned/accrued) the employee may use personal leave in the case of a personal family illness.
- e. Personal leave may not be used solely to extend holidays and/or vacation periods. Personal leave may be granted by the Office of Human Resources during these periods provided that the request is made in writing at least ten (10) duty days in advance. This provision does not apply when the situation described in letter d above is in effect. In that case, an employee may use personal leave to extend a holiday or vacation period with documentation from a medical provider. **Personal leave is not intended to permanently alter one's duty day. When extenuating circumstances present, personal leave may be used to alter one's duty day with the approval of the teacher's administrator/supervisor.**
- f. Misuse of personal leave shall result in deduction of full pay for the day(s).
- g. Teacher bargaining unit members whose primary duties do not require substitute coverage for the period of time requested may request to use personal leave beginning with one (1) full hour increment and then in increments of one-half (.5) hour.
- h. **When a PM half day substitute is unable to be secured for a half-day absence, teachers may use personal leave, with supervisory approval, beginning with one (1) full hour and then in half (.5) hour increments.**

2. Annual Leave

- a. All twelve-month employees will receive annual leave based on the following schedule:

Length of Service/Years	Number of Annual Leave Days
1-9	20
10+	22

- b. **Annual leave is not intended to permanently alter one's duty day. When extenuating circumstances present, annual leave may be used to alter one's duty day with the approval of the teacher's administrator/supervisor.**
- c. **Unused annual leave may be accumulated up to a maximum of 45 days. Each year, annual leave in excess of 45 days that is not used shall be automatically transferred to a non-**

certificated employee's accumulated sick 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-five (45) 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.

3. Legal Proceedings

- a. An employee shall be granted leave with no loss of pay for attendance in any legal proceedings connected with their employment with the school system and for court subpoena when the employee is called as a witness, provided such appearances are not related to:
 - i. any suit litigation brought by the employee against the Board, HCPSS, or its employees.
 - ii. any criminal charges brought against the employee.
 - iii. any non-work related civil or administrative proceedings wherein the employee or a member of the employee's immediate family is a party to the proceedings.
- b. Any employee called for jury duty shall notify their supervisor of their plan for such services as early as possible and shall receive full pay and fringe benefits in addition to the remuneration for jury duty. The employee may be required to submit a certificate of attendance.

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~~ HCPSS 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 their 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 their 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. The reimbursement will be reduced by \$10,000 annually for the person or persons administering the HCEA Sick Leave Banks. This amount is non-negotiable through FY27, as long as HCEA has someone employed in the role.
 4. Upon completion of their term(s), the HCEA President will return to their original position or a similar position and salary and will be considered as if they were actively employed by ~~the Board~~ HCPSS during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent, 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 with 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 HCPSS 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 ~~members~~ teachers 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 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.

Applications for such leave shall be made as soon as possible, but normally at least thirty (30) days prior to the effective date.

All leave requests must be planned to conclude at the end of a school year, except the following situations:

1. A teacher with 12 weeks of ~~Family Medical Leave (FML) under the Family Medical Leave Act (FMLA)~~ leave available as of the birth or adoption of the child, who uses all or part of their 12-weeks of FMLA after the birth or adoption, may return to work at the conclusion of their leave.
2. A teacher with less than 12 weeks of FMLA leave available as of the birth or adoption of the child, who uses the remainder of their FMLA may add child rearing leave up to a total of 12 weeks of leave after the birth or adoption and may return to work at the conclusion of their leave.
3. A teacher with no FMLA available as of the birth or adoption of the child may use up to 12 weeks of child-rearing leave after the birth or adoption and may return to work at the conclusion of their leave.

Members on child-rearing leave on or before June 30, 2021, are grandfathered under the collective bargaining agreement in effect at the time their leave began.

- F. ~~The Board~~ HCPSS may grant a leave of absence without pay to any teacher with tenure to campaign for public office or to campaign for a candidate for public office. If granted, the length of the leave will be for a minimum of one (1) semester and a maximum of one (1) year.

In the event the teacher is elected to the public office of state senator or delegate, ~~the HCPSS Board~~ shall grant a leave of absence without pay for a minimum of one (1) semester. In the event the teacher is elected or appointed to another publicly elected office, ~~the HCPSS Board~~ shall grant a leave of absence without pay for the duration of their service, not to exceed six (6) years.

- G. Any teacher whose illness extends beyond the period covered by their accumulated sick leave and any additional sick leave granted to them by ~~the Board~~ HCPSS 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 their former position or to a position of like nature and status and will be considered as if they had been actively employed by ~~the Board~~ HCPSS during the leave and they will be placed on the salary schedule at the level they would have achieved if they 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 their leave of absence commenced, including unused accumulated sick leave, will be restored to them upon their return; and they will be assigned to the first available position for which they are 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 or doing other temporary work for the Howard County School System while on such leave. While on leave, the teacher is still under contract with ~~the HCPSS Board~~, therefore they cannot accept other similar employment.
- J. A leave of absence for up to one school/duty year without pay may be granted to a teacher to care for a sick member of their immediate family (child, spouse, parent). Appropriate medical statements shall be submitted to the personnel office to verify the need.
- 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. **If the Office of Human Resources has not heard from the employee about their intent to return from leave by January 31, they will contact the employee about their intent to return from leave. Preferably, the employee will be contacted by email and/or certified mail.** Failure to respond ~~do so~~, will be construed as a lack of interest in employment and may result in a recommendation for a due

process meeting. However, at the **Board's** discretion **of HCPSS** they may still consider such placement if requested by the teacher after the deadline and before the scheduled due process meeting.

11- and 12-month employees must notify the Office of Human Resources **no later than thirty (30) calendar days prior to the end of the approved leave period.** ~~, in writing, regarding their intention to return from the expired leave no later than~~ **If the Office of Human Resources has not heard from the employee about their intent to return from leave within** sixty (60) calendar days prior to the end of the approved leave period, **they will contact the employee about their intent to return from leave. Preferably, the employee will be contacted by email and/or certified mail.** Failure to **respond** ~~do so,~~ will be construed as a lack of interest in employment. However, at the **Board's** discretion **of HCPSS** they may still consider such placement if requested by the teacher after the deadline and before the scheduled due process meeting.

- L. Other leaves may be granted at the discretion of ~~the~~ **HCPSS 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~~ **duty day**. However, teachers shall be assigned appropriate starting and dismissal times, provided that the total regular ~~work day~~ **duty 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~~ **duty** 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~~ **duty** day of school-based 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. Teachers who are approved to telework on a day of a late opening or early dismissal will work their regular work hours on that day.

When teachers take leave on Wellness Days (when included in the HCPSS calendar) or afternoon workdays where telework is allowed, the chart below demonstrates the correct amount of leave for both situations if a teacher chooses to take the whole day off or a portion of the day off when staff needs to be in the buildings.

	Regular Early Dismissal with PM Telework		Wellness Day	
	Whole Day Off	Just AM Off	Whole Day Off	Just AM Off
7 Hour Employee	7	4	4	4

B. The **school duty year** calendar shall include one hundred ninety-five (195) working days for 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 4 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 other than those referenced in paragraph 1 below.

1. The **school duty year** calendar shall include one hundred ninety-seven (197) working days for 10-month special education teachers and related service providers (i.e., SLPs PTs, etc.). This will include 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 4 below.
2. Eleven-month personnel: duty year is twenty (20) days more than a ten-month teacher.
3. Twelve-month personnel: All represented twelve-month employees shall work the same schedule as 12-month central office staff.
4. The two unscheduled days for 10 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 the Association** for joint resolution.

The four unscheduled days for 10-month special educators and related services providers shall be professional time, outside the scheduled duty day, that will focus on instruction, case work 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 the Association** for joint resolution.

Prior approval **for** use of the time will not be required. However, by June 1st of each year all 10 and 11 month unit members shall be responsible for submitting a **voucher flexible workday log** identifying the professional activities in which the teacher has been engaged **to their administrator/supervisor principal**. Teachers who do not turn in the **log above documentation** will have their final pay adjusted accordingly. **The log shall be available to teachers, and information about the form communicated to teachers by HCPSS, by the first student day. The log shall be accepted by principals at any point during the duty year prior to June 1st. In April, principals/supervisors will send an email reminding all teachers to turn in their log.**

C. ~~All twelve-month employees will receive annual leave based on the following schedule:~~ **[This is just being moved to another section; it is not being changed]**

Length of Service/Years	Number of Annual Leave Days
1-9	20

10+

22

~~Unused annual leave may be accumulated up to a maximum of 45 days. Each year, annual leave in excess of 45 days that is not used shall be automatically transferred to a certificated employee's accumulated sick 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-five (45) 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. **When possible, supervisors should solicit agenda items from employees at least two (2) duty days in advance of each faculty meeting. Such items will be addressed in the meeting, at the principal's discretion, when appropriate and as time allows.** 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 duty** day. **In Elementary Schools, this faculty meeting may occur in the morning. Exceptions may be made for staff members with extenuating circumstances at the discretion of the school administrator.** Every effort will be made to begin the meeting no more than ten (10) minutes after the student dismissal time. Two other faculty meetings per month may be held within the regular **work duty** day, one of which may be held before the start of the student day.

Attendance at all other assignments or meetings other than during the regular **work duty** 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. In addition to their lunch period, secondary school teachers will have daily preparation time of at least fifty (50) consecutive minutes during the regular student day four days a week and at least forty (40) consecutive minutes on the regular student day of the week with shortened class periods. In addition, they will have another ninety (90) minutes during the week, in which they will not be assigned to any other duties. No portion of the additional 90 minutes will be in blocks of less than 25 minutes. Planning time will be prorated on when the work week is shortened due to a holiday, closure
2. In addition to their lunch period, Elementary teachers will have weekly preparation time during the duty week of at least three hundred twenty-five (325) minutes. At least three hundred (300) of those minutes will occur within the student day and at least two hundred twenty (220) minutes will be scheduled in blocks of at least fifty-five (55) consecutive minutes. No portion of the total 325 minutes will be in blocks of less than 25 minutes. Teachers shall have at least thirty (30)

consecutive minutes of preparation time during each regular student day, which may be recess periods. 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 **Program Implementation Periods (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. **During PIP, teachers may be assigned activities and/or duties by their administrator or supervisor. At the discretion of the administrator or supervisor, PIP time may be made available as self-directed work time.**
- G. Secondary school teachers will not be required to teach more than two (2) subject areas (e.g. social studies, science) or more than three (3) content preparations (algebra, geometry, biology, chemistry, etc.) except in cases of emergency. This does not mean levels of the same content (e.g., Algebra GT, Algebra I, Algebra honors). In the event a teacher is assigned more than three (3) content area preparations, teachers will not be assigned non- instructional duties during their **work duty** day.
- H. When a related arts teacher or **guidance school** counselor is in charge of the class, the classroom teacher shall have the option to leave the classroom.
- I. Both the **Board HCPSS** 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 their regular assignment. **When a teacher is on a paid administrative leave, the teacher will be responsible for submitting daily lesson plans and completing other administrative tasks assigned by the school administrator or supervisor.**
- 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 **provided the absence is half or more of the duty day**. 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.

At the discretion of the Superintendent or their designee, substitutes may be provided for physical therapists, occupational therapists, **school mental health therapists**, speech-language pathologists, school psychologists, gifted and talented resource teachers, **guidance personnel school counselors**, 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. When a substitute cannot be secured through the electronic substitute calling system, teachers who substitute during their preparation, i.e. planning, time will be compensated at \$55 per period or class. Teachers may not be mandated to do this during their planning time, but may freely and willingly volunteer to do so.

Teachers who provide close adult supervision during their preparation, i.e. planning, time will be compensated at \$55 per period or class. Teachers may not be mandated to do this during their planning time, but may freely and willingly volunteer to do so.

This language is only in effect for the duration of this agreement. ~~until the end of FY24 unless both parties mutually agree to extend it.~~

- M. In the event that students from one classroom must be divided into another classroom due to an absence or open vacancy for two (2) or more consecutive days, the classroom teacher(s) that receive the disbursed students will be paid a daily stipend of \$55.00 starting on the second day if both of the following conditions are met:

1. The addition of a student or students goes above the upper limit established for the classroom outlined in the staffing guidelines set by HCPSS for the current school year, and
2. The students are disbursed for two (2) or more consecutive days. Compensation will begin on day two (2) and is not retroactive to day one (1).

This will have no bearing on the current practice of sprinkling in grade 1 and grade 2 classes for related arts.

Dividing students among other teachers should continue to be used as a “last resort” when no other substitute options exist.

- O. Media specialists who are teaching a class for which they are the teacher of record or who are acting as a substitute teacher shall not be required to provide normal media services, technology support, or supervise student(s) enrolled in online classes, during said teaching time.
- P. 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.

- Q. Telework

All teachers are allowed to telework on the MSEA Convention Day, provided it doesn't fall on a day that schools are open for students ~~student day~~.

With the approval of the Superintendent or their designee, non-school-based employees may be eligible to telework regardless of whether students are in schools and, in addition to isolated

requests for specific days, may request to telework as part of their regular schedule. Final determination regarding regular telework will be made by the appropriate supervisor, in accordance with HCPSS telework program documents.

1. The Superintendent or their designee 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.
2. First-year HCPSS teachers will be required to work on site for the first two marking periods on professional ~~work~~ **duty** days designated for grading and reporting, and during the November parent-teacher conference window.
3. Teachers who have not demonstrated the ability to meet their professional responsibilities may be required to work on site at the discretion of their supervisor.
4. Upon request, a written rationale will be provided by the supervisor to any ~~educator~~ **teacher** whose request to telework is denied.

~~With the approval of the Superintendent or their designee, non-school based employees may request, and be granted by their supervisor, the option of working remotely.~~

- R. Teachers will have a minimum of ~~three (3)~~ **four (4)** full **duty** days from the end of ~~the quarter (in quarters 1, and 2 and 3)~~ and three (3) full days from the end of quarter 3 to enter grades and appropriate comments. By the first day of student attendance, teachers will be provided with a list of dates on which all grades and progress reports are due to their supervisor for review. Teachers will be notified of any changes to the scheduled dates as soon as possible.
- S. Any teacher who extends their duty day by chaperoning overnight outdoor education week for a minimum of two (2) nights will be compensated at \$125 per night **in addition to their normal compensation.**
- T. During the back-to-school week for teachers in August, a pre-determined number of days will be meeting free periods of self-directed time for teachers. This time will be based on the number of pre-service days that are scheduled on the calendar. **Additionally, a minimum of one half-day of asynchronous required professional learning work time during pre-service week will be designated as telework.**

8+ pre-service days	1 and 2 half days or 2 full days of self-directed time
6-7 pre-service days	1 full day and 1 half day of self-directed time
5 or less pre-service days	1 full day of self-directed time

*½ days must be in a continuous block of 3.5 hours.

On countywide professional development days during preservice, HCPSS will designate mandatory sessions for special education teachers. In some instances, the mandatory sessions will be fewer than for non-special education teachers. In these instances, special education teachers can attend optional sessions or, after consultation with an administrator, opt to engage in the following tasks: IEP review for their caseload, creation of flash IEPs for general educators, student materials, an IEP meeting schedule, or data collection systems, training of other staff by the special educator.

This language is in effect through June 30, 2027.

- U. 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.

In addition, teachers will be given one (1) PIP period during both the first and second months of the school year to complete required online professional development modules.

- V. Teaching special education team leaders will be provided one full sub day, or two half sub days, per quarter for the purpose of completing casework. This shall be over and above all other provisions of planning, other self-directed, or casework time in this contract.

School counselors and psychologists will be provided one full professional duty day, or two half professional duty days, per semester for the purpose of completing casework. This schedule for this time must be approved by the administrator (counselors) or administrator and supervisor (psychologists) and should be set by the end of September. In addition, if there is a student in crisis during this time the counselor or psychologist may be taken away from their casework time when all other appropriate options to support the student have been attempted. This shall be over and above all other provisions of planning, other self-directed, or casework time in this contract.

- W. HCEA and HCPSS recognize the importance of reasonable staffing ratios between certified staff and students. Guidelines based on best practices for staffing are outlined below and include:

Population/Program Ratio (educator: student)

HCPSS Class Size Target Ratios

Population/Program	Ratio (educator: student)
Kindergarten	1:22
Grades 1-2	1:20
Grades 3-5	1:26

HCPSS Target Staffing Ratios

Population/Program	Ratio (educator: student)
Middle	1:22
High	1:20

National Association Recommended Ratios

Population/Program	Ratio (educator: student)
Counselors	1:250
Psychologists	1:500
Related Arts	1:20-25

- X. At the discretion of their principal, any classroom teacher who is required to move to another classroom after the start of the student year may receive one (1) duty day of unassigned time to prepare for the new classroom.

Article 19: Teaching Conditions

A. ~~The Board~~ HCPSS 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~~ HCPSS 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 their 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, they are fully responsible for actions and decisions made through the principal's office during their 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 they 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. In order to maintain a collaborative relationship, discussions held within a Labor/Management Committee meeting shall be considered confidential and not open to disclosure in a public forum.

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.~~ The committee will assign responsibility for preparing minutes of the meeting. Drafts of the minutes of meetings will be submitted to each team leader by the preparer 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. **Participation by either party must be voluntary.**
- 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: Salaries

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The parties agree in subsequent years that the intent is not to further compress the beginning of the scale, but instead to reach compliance with the Blueprint legislation via increasing the COLA.

10-Month Teachers (195 Days)

Fiscal Year 2025~~4~~ (Effective July 1, 2024~~3~~)

Step	Grade				
	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
4	\$60,000	\$62,948	\$64,884	\$66,818	\$68,754
5	\$61,469	\$65,216	\$67,152	\$69,087	\$71,023
6	\$63,144	\$67,485	\$69,421	\$71,356	\$73,292
7	\$64,819	\$69,754	\$71,690	\$73,624	\$75,560
8	\$66,495	\$72,022	\$73,957	\$75,893	\$77,829
9	\$68,171	\$74,291	\$76,226	\$78,162	\$80,098
10	\$69,847	\$76,560	\$78,495	\$80,430	\$82,365
11	\$71,523	\$78,829	\$80,764	\$82,700	\$84,635
12	\$73,199	\$81,097	\$83,032	\$84,968	\$86,903
13	\$73,199	\$83,365	\$85,301	\$87,236	\$89,171
14	\$73,199	\$85,634	\$87,570	\$89,506	\$91,441
15	\$73,199	\$87,902	\$89,838	\$91,773	\$93,709
16	\$73,199	\$90,172	\$92,108	\$94,042	\$95,978
17	\$73,199	\$92,440	\$94,376	\$96,311	\$98,247
18	\$73,199	\$94,708	\$96,644	\$98,579	\$100,515
19	\$73,199	\$96,978	\$98,914	\$100,848	\$102,784
20	\$73,199	\$99,246	\$101,181	\$103,117	\$105,053
21	\$73,199	\$101,514	\$103,449	\$105,385	\$107,321
22	\$73,199	\$103,784	\$105,719	\$107,654	\$109,590
23	\$73,199	\$106,052	\$107,987	\$109,923	\$111,858
24	\$73,199	\$108,322	\$110,256	\$112,192	\$114,127
25	\$73,199	\$110,590	\$112,525	\$114,460	\$116,395

10-Month Special Education Teachers and Related Service Providers (197 Days)

Fiscal Year 2025⁴ (Effective July 1, 2024³)

Step	Grade				
	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
4	\$60,615	\$63,594	\$65,549	\$67,503	\$69,459
5	\$62,099	\$65,885	\$67,841	\$69,796	\$71,751
6	\$63,792	\$68,177	\$70,133	\$72,088	\$74,044
7	\$65,484	\$70,469	\$72,425	\$74,379	\$76,335
8	\$67,177	\$72,761	\$74,716	\$76,671	\$78,627
9	\$68,870	\$75,053	\$77,008	\$78,964	\$80,920
10	\$70,563	\$77,345	\$79,300	\$81,255	\$83,210
11	\$72,257	\$79,638	\$81,592	\$83,548	\$85,503
12	\$73,950	\$81,929	\$83,884	\$85,839	\$87,794
13	\$73,950	\$84,220	\$86,176	\$88,131	\$90,086
14	\$73,950	\$86,512	\$88,468	\$90,424	\$92,379
15	\$73,950	\$88,804	\$90,759	\$92,714	\$94,670
16	\$73,950	\$91,097	\$93,053	\$95,007	\$96,962
17	\$73,950	\$93,388	\$95,344	\$97,299	\$99,255
18	\$73,950	\$95,679	\$97,635	\$99,590	\$101,546
19	\$73,950	\$97,973	\$99,929	\$101,882	\$103,838
20	\$73,950	\$100,264	\$102,219	\$104,175	\$106,130
21	\$73,950	\$102,555	\$104,510	\$106,466	\$108,422
22	\$73,950	\$104,848	\$106,803	\$108,758	\$110,714
23	\$73,950	\$107,140	\$109,095	\$111,050	\$113,005
24	\$73,950	\$109,433	\$111,387	\$113,343	\$115,298
25	\$73,950	\$111,724	\$113,679	\$115,634	\$117,589

11-Month Teachers (215 Days)

Fiscal Year 2025⁴ (Effective July 1, 2024³)

Step	Grade				
	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
4	\$66,154	\$69,404	\$71,539	\$73,671	\$75,806
5	\$67,774	\$71,905	\$74,039	\$76,173	\$78,307
6	\$69,620	\$74,407	\$76,541	\$78,675	\$80,809
7	\$71,467	\$76,908	\$79,043	\$81,175	\$83,310
8	\$73,315	\$79,409	\$81,542	\$83,677	\$85,811
9	\$75,163	\$81,911	\$84,044	\$86,179	\$88,313
10	\$77,011	\$84,412	\$86,546	\$88,679	\$90,813
11	\$78,859	\$86,914	\$89,047	\$91,182	\$93,316
12	\$80,707	\$89,415	\$91,548	\$93,683	\$95,816
13	\$80,707	\$91,915	\$94,050	\$96,183	\$98,317
14	\$80,707	\$94,417	\$96,552	\$98,686	\$100,820
15	\$80,707	\$96,918	\$99,052	\$101,186	\$103,320
16	\$80,707	\$99,420	\$101,555	\$103,687	\$105,822
17	\$80,707	\$101,921	\$104,056	\$106,189	\$108,324
18	\$80,707	\$104,422	\$106,556	\$108,690	\$110,824
19	\$80,707	\$106,924	\$109,059	\$111,191	\$113,326
20	\$80,707	\$109,425	\$111,559	\$113,693	\$115,828
21	\$80,707	\$111,926	\$114,059	\$116,194	\$118,328
22	\$80,707	\$114,429	\$116,562	\$118,695	\$120,830
23	\$80,707	\$116,929	\$119,063	\$121,197	\$123,331
24	\$80,707	\$119,432	\$121,564	\$123,699	\$125,832
25	\$80,707	\$121,933	\$124,066	\$126,199	\$128,333

Notes: Article 20, Salary Schedules - Teachers

A. Salary Grades

- A – Conditional Certificate and 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

B. Teachers who are currently on the provisional degree scale, Schedule A, Step 120, or above, shall continue to receive negotiated salary increases until they move to another scale or leave the school system. **Schedule A does not extend beyond Step 120, but the HCPSS will continue to record non-monetary yearly step awards in the event the teacher moves to another salary scale.**

C. Industry & Trades Teachers

Industry & Trades teachers with an **Advanced Professional Certificate** (APC) shall be eligible for grade advancements beyond Grade B as follows:

- APC plus 15 credits from an MSDE pre-approved program of study equal Grade C, the Master’s Degree grade
- APC plus 45 credits from an MSDE pre-approved program of study equal Grade D, the Master’s Degree plus 30 grade

D. Salary payments for ten (10)-month employees will be made on a biweekly basis over a ten- or twelve (12) month period at the option of the teacher. Such decision shall be made by the teacher by ~~June~~ **July 30th 1st of the prior current school** each 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 **twelve (12)-month schedule. when that becomes possible. Negotiated salaries for the school year will be effective July 1. However, note that if a teacher opted to be paid over a twelve (12)-month period, the salary distributed in that way over the summer will be at the previous year’s rate, as it is part of the previous year’s salary.**

E. Instructional Team Leaders shall receive a supplement of \$3,000. Every year, starting in FY25, the supplement will increase by the same COLA applied to the 10-month teacher salary scale.

[The section in yellow below will be subject to change pending further career ladder negotiations. This is because the additional salary associated with NBC is going to be placed on an NBC scale, rather than being tacked on as a “supplement”]

F. Teachers successfully completing the National Board of Professional Teaching Standards certification program (NBPTS), also known as National Board Certified Teachers (NBCTs), who are not primarily responsible and accountable for teaching students in the classroom, shall receive an annual supplement of \$2,000 each year their NBPTS certificate remains in good standing.

In accordance with the Blueprint law, teachers successfully completing the National Board of Professional Teaching Standards certification program (NBPTS), also known as National Board-Certified Teachers (NBCTs), who are primarily responsible and accountable for teaching students in the classroom, shall receive an annual supplement of \$10,000 each year their NBPTS certificate remains in good standing. Additionally, NBCTs who teach at schools that are low performing, as defined by the Blueprint law, shall receive an additional annual supplement of \$7,000. The NBCT will continue to receive this supplement even if the school ceases to be low-performing while the teacher is at the school. This determination will be made on or before July 1 for the following school year.

The aforementioned supplement will be dispersed throughout the teacher's work year. If the teacher achieves NBCT during their work year, the supplement will be implemented and prorated for the remainder of the year. If the teacher loses their NBCT during their work year, the supplement will be discontinued for the remainder of the year. If the Blueprint law changes the parties shall revise the supplement to align with any changes.

- G. School Counselors who opt to complete the National Board Certified Counselor (NBCC) program instead of the NBPTS/NBCT program shall receive an annual supplement of \$2000.
- H. Audiologists and Speech and language pathologists who hold a Certificate of Clinical Competence from the American Speech and Hearing Association (ASHA), Physical Therapists who pass the National Physical Therapy Exam (NPTE), ~~BCBA's who are certified through the Behavior Analyst Certification Board (BACB)~~, and Occupational Therapists who hold a National Board for Certification in Occupational Therapy (NBCOT) shall receive an annual supplement of \$3,000.
- ~~I. Supplements referred to in (E), (F), (G) and (H), (I), and (J) above shall be included in the teacher's annual salary for retirement and life insurance purposes and will be awarded proportionally if said supplement is earned during the course of a school year.~~
- J. For purposes of payroll calculation, the professional salary schedule is based on a seven-hour workday.
- K. 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.
- L. Summer School:
 HCPSS personnel employed for summer school shall be paid an hourly rate, which is based on their current salary excluding any stipends or supplements (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 a maximum of 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.~~
- M. Programs Outside the Duty Day:

HCPSS personnel employed in after-school extension programs, curriculum writing, or leading workshops shall be paid a rate of ~~\$45~~ **\$46.01** per hour. HCPSS personnel who attend workshops will be paid a rate of ~~\$30~~ **\$30.68** per hour. Every year, starting in FY25, the rate will increase by the same COLA applied to the 10-month teacher salary scale.

Other Certificated Staff

Fiscal Year 2025⁴ (Effective July 1, 2024³)

Step	Grade		
	Psychologist PPW 10 Months	Psychologist PPW 11 Months	Coordinator Staff Dvlp. Facilitator 12 Months
	Grade I	Grade II	Grade III
1	\$79,814	\$87,796	\$94,258
2	\$83,575	\$91,929	\$98,762
3	\$87,335	\$96,061	\$103,266
4	\$91,095	\$100,194	\$107,774
5	\$94,854	\$104,326	\$112,278
6	\$98,614	\$108,460	\$116,784
7	\$102,375	\$112,592	\$121,288
8	\$106,134	\$116,725	\$125,794
9	\$109,895	\$120,856	\$130,299
10	\$113,655	\$124,988	\$134,804
11	\$117,416	\$129,122	\$139,311
12	\$122,003	\$134,164	\$144,806

Notes: Article 20, Other Certificated Staff

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.

Interscholastic Athletics Coaches’/Advisors’ Stipends

The assignment of coaches/advisors will follow the procedures outlined in the HCPSS policy on the Selection of Coaches and Advisors of High School Extracurricular Activities, unless stated otherwise in this agreement. Acceptance of such assignment shall be voluntary and for a single season for coaches or a single school year of advisors. A coach/advisor will be notified by the Superintendent/ designee no later than 60 days after the completion of the activity if they will be the coach/ advisor the following year.

Compensation for coaches and advisors in schools where a program is funded by the HCPSS 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.

Every year, starting in FY25, the stipends will increase by the same COLA applied to the 10-month teacher salary scale.

() – Number of positions per high school

High School

SPORT	STIPEND
Allied Sports	
Bowling (1)	\$2,577
Soccer (1)	\$2,577
Softball (1)	\$2,577
Baseball	
Varsity, (1)	\$4,816
Junior Varsity (1)	\$3,185
Basketball – Boys	
Varsity (1)	\$4,816
Junior Varsity (1)	\$3,185
Basketball – Girls	
Varsity (1)	\$4,816
Junior Varsity (1)	\$3,185
Cheerleading	
Fall Varsity (1)	\$4,816
Fall Junior Varsity (1)	\$3,185
Winter Varsity (1)	\$4,816
Winter Junior Varsity (1)	\$3,185
Cross Country	
Varsity (2)	\$4,816
Field Hockey	
Varsity (1)	\$4,816
Junior Varsity (1)	\$3,185
Football	
Varsity, head coach (1)	\$6,058
Varsity, assistant (2)	\$4,489

Junior Varsity (2)	\$4,489
Golf	
Varsity (1)	\$4,816
Indoor Track – Boys	
Varsity (1)	\$4,816
Indoor Track – Girls	
Varsity (1)	\$4,816
Lacrosse – Boys	
Varsity (1)	\$4,816
Assistant (1)	\$3,185
Junior Varsity (1)	\$3,185
Lacrosse – Girls	
Varsity (1)	\$4,816
Assistant (1)	\$3,185
Junior Varsity (1)	\$3,185
Outdoor Track – Boys	
Varsity (1)	\$4,816
Assistant (1)	\$3,185
Outdoor Track – Girls	
Varsity (1)	\$4,816
Assistant (1)	\$3,185
Soccer-Boys	
Varsity (1)	\$4,816
Junior Varsity (1)	\$3,185
Soccer-Girls	
Varsity (1)	\$4,816
Junior Varsity (1)	\$3,185
Softball	
Varsity (1)	\$4,816
Junior Varsity (1)	\$3,185
Tennis	
Varsity (1)	\$4,816
Volleyball	
Varsity (1)	\$4,816
Junior Varsity (1)	\$3,185
Freshman (1)	\$3,185
Wrestling	
Varsity (1)	\$4,816
Junior Varsity (1)	\$3,185

ACTIVITY	STIPEND
Graduation Coordinator (1)	\$1,789
ATHS (1) (National Technical Honor Society)	\$2,127
Band Front (1)	\$2,127
CTSO (1) (Career & Technology Student Org.)	\$2,127
Educators Rising (1)	\$2,127
FIRST Robotics (1)	\$2,127
It's Academic (1)	\$2,127
Junior Class Advisor (1)	\$2,127
Math Team (1)	\$2,127
Mock Trial (1)	\$2,127
National Honor Society (1)	\$2,127
National Art Honor Society (1)	\$2,127
National Math Honor Society (1)	\$2,127
National Science Honor Society (1)	\$2,127
National Spanish Honor Society (1)	\$2,127
Newspaper (1)	\$2,127
Pom Poms (1)	\$2,127
Speech/NFL (National Forensic League) (1)	\$2,127
Student Council (1)	\$2,127
Senior Class Advisor (1)	\$2,689
Yearbook (1)	\$2,689
Dance (1)	\$3,221
Music; Orchestra (1)*	\$3,221
Vocal Music (1)	\$3,221
Dramatics (1)	\$3,988
Music; Instrumental (1)	\$3,988
Stage Production (1; 2 productions)	\$3,988

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

Middle School/Elementary Schools

A. Intramural and Co-curricular Activities

Middle School intramural and co-curricular sponsors will be compensated \$450 460 per activity as approved by the Superintendent/designee.

B. Elementary/Middle School Advisors Stipends

ACTIVITY	STIPEND
Band Director	\$491
Chorus Director	\$491
Orchestra Director	\$491
Theatre Director	\$491

Notes: Article 20, Salary Schedules

A. Part-Time Teachers

- a. A part-time teacher is a teacher assigned to one of the part-time teacher salary categories noted below. **The following chart applies to teachers who work partial duty days five (5) days a week:**

Part- time Teacher Salary Category	Number of Instructional Minutes and PIP in Teacher Work Duty Day	Number of Planning Minutes in Teacher Work Duty Day	Number of Duty Free Lunch Minutes in Teacher Work Duty Day	Number of TOTAL Minutes in Teacher Work Duty Day (includes duty free lunch)
0.50	173	40	30	243
0.60	215	40	30	285
0.70	253	45	30	328
0.80	290	50	30	370
0.90	333	50	30	413

The following chart applies to teachers who work full duty days less than five (5) days a week:

Maximum Instructional Minutes in Teacher Duty Day	Minimum Planning Minutes in Teacher Duty Day	Number of Duty Free Lunch Minutes in Teacher Duty Day	Number of TOTAL Minutes in Teacher Duty Day (includes duty free lunch)
305	50	30	455

- b. A 30-minute lunch period and planning time, as referenced in the chart above, will be provided for teachers assigned to a .5 and higher position.
- c. 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.
- d. The percentage of any sick and personal leave will be consistent with the percentage of the assignment.
- e. Reimbursement for health benefits for a part-time teacher, .5 and above is outlined in Article 22, Insurance Protection.
- f. 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.
- B. 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.

- I. Upon payment of tuition, a non-resident student whose parent is a school-based HCPSS .5 or greater full-time equivalent employee may be admitted to the HCPSS and enrolled in the school to which the parent is assigned or into a school within a prescribed feeder pattern cluster. If the employee leaves a .5 or greater full-time equivalent employment, the non-resident student may complete the current school year.
 - II. Upon payment of tuition, a non-resident student whose parent is a non-school-based .5 or greater full-time equivalent represented by the Howard County Education Association, may be admitted to the HCPSS and enrolled into a school within the prescribed feeder pattern cluster as determined by HCPSS. If the employee leaves .5 or greater full-time equivalent employment, the non-resident student may complete the current school year only.
 - III. A resident student whose parent is a .5 or greater full-time equivalent, school-based HCPSS employee may be enrolled in the school to which the parent is assigned or into a school within a prescribed feeder pattern cluster.
 - IV. A resident or non-resident student who is the child of a HCPSS employee requesting reassignment must maintain enrollment in the school where assigned during a given school year. The student can attend the reassigned school and the associated feeder cluster schools through the student's entire education as long as the parent remains an employee at the work location where the reassignment was granted. **The only exception to this is if the HCPSS employee is reassigned to another work location due to an administrative transfer or involuntary transfer, the student can attend the reassigned school and the associated feeder cluster schools throughout the student's entire education as long as the parent remains an employee.**
- C. Teachers hired on or after April 1 shall not be eligible for any increment negotiated for the subsequent fiscal year.
- D. 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.

Article 21: Deductions from Salary

- A. ~~The Board~~ HCPSS agrees to deduct from teachers' salaries membership dues and assessments for the Howard County Education Association, the Maryland State Education 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~~ HCPSS agrees to transmit such monies promptly to the Association.
1. Deductions shall be made in equal installments **according to the annual payroll deduction schedule beginning no later than the second pay in October** ~~beginning with the last pay in September or the first pay in October.~~ **Deductions for members who join after deductions have begun will begin no later than the second pay period after HCPSS is informed of the enrollment and dollar amount.** ~~provided 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~~ HCPSS in writing the current rate of membership dues.
 3. The Association will give ~~the Board~~ HCPSS 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~~ HCPSS 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 HCPSS Board of Education~~ based on criteria developed by the Board of Education. It is understood the companies agree to cooperate with ~~the Board~~ HCPSS 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~~ HCPSS 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

The parties agree that the strikeouts and edits to Article 22 Insurance Protection listed below, which HCEA and HCPSS agreed to for the contract effective July 1, 2024, are not intended to in any way repudiate or alter practices or in any way lessen either party's ability to support its position regarding a past practice in this article, specifically in relation to the variety of plan offerings and benefit dollars. The changes made were for the purpose of updating the language to be compliant.

A. Life Insurance

~~The Board~~ HCPSS 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~~ HCPSS shall pay eighty-six percent (86%) of the premium cost of a group medical plan including prescription drugs for each teacher and covered eligible dependent(s).

For teachers with a start date on or after July 1, 2011, and on/or before June 30, 2021, ~~the Board~~ HCPSS 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).

For employees with a continuous service date on or after July 1, 2021, ~~the Board~~ HCPSS shall pay eighty-four percent (84%) of the premium cost of a group medical plan including prescription drugs for the employee and covered eligible dependents(s).

For the 2022 plan year, ~~specialist copays are increasing by \$5.00.~~ The Aetna and CareFirst HMO plans will **have a maximum specialist copay of** ~~change from \$15.00 to \$20.00~~ and the Aetna PPO plan will **have a maximum specialist copay of \$25.00** ~~change from \$20.00 to \$25.00.~~

~~The Board~~ HCPSS will offer all **full-time and part-time eligible employees** ~~r 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~~ HCPSS's discretion.

~~The Board~~ HCPSS will ~~establish a~~ **continue the Benefits Advisory Committee (BAC)**, ~~to which must~~ include representation from all bargaining units, to provide input on the HCPSS health benefits program. **See Appendix A, Benefits Advisory Committee.**

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

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

a. ~~Once a teacher elects to participate in the VIP Program, they will not be~~ allowed to participate in a prior insurance arrangement.

b. ~~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~~ Teacher Selection of Optional Benefits
 - a. ~~If a teacher elects to participate or becomes eligible to participate in the VIP Program, they 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). **Benefit dollars are the monetary amount that HCPSS contributes on behalf of each employee enrolled in a medical plan to provide benefits for such employee under one or more of the benefit package options offered.**
 - (6) Supplemental life insurance
 - (7) Accident insurance
 - (8) Critical illness insurance
 - (9) Short term disability insurance
 - (10) Long-term disability insurance

~~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~~, **eligible** 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~~ **the available insurance and benefit plans**. 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.

Qualified employees will receive their benefit dollars in their regular paycheck. The payments will be prorated on a per pay basis over twenty (20) pay periods. This amount is taxable.

- 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). **Teachers have 30 calendar days from their start date to make their benefit enrollment elections for the existing plan year.**
- k. **HCPSS will study the potential financial savings associated with providing a rebate credit to teachers who opt out of HCPSS health insurance plans.**

D. Comparison of VIP Medical Plans

	Summary of	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

	Summary of	84-85 Plan (Revised)	Alternate Plan
	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.
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

	Summary of	84-85 Plan (Revised)	Alternate Plan
	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 72 hours of accidental or onset of serious illness	100% of the usual and reasonable charges within 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	\$600.00	\$600.00
	Family	\$1,200.00	\$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	Lenses (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. Photochromic 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~~ HCPSS 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. **The effective date of their enrollment and the first day of the related waiting period is the teacher's first duty day in that duty year.** 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 rate contribution shall be a maximum of one **and one half (1.5) days** per year as determined after examination of the 3-year usage trend data by the Association. This information will be forwarded to the Superintendent/Designee for approval prior to October 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. For a definition of "accumulated", please see Article 1.B.
- 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. 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.
- I. 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 their 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. For a definition of "accumulated", please see Article 1.B.

A. 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. 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 their 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.**

B. Procedures

1. An applicant must use all accumulated sick, personal, annual or any other available paid leave (if applicable) before receiving leave from the FCLE.
2. 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.
3. The HCPSS **Leave Payroll** Department shall verify the unit member's leave status to the Committee.
4. 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.

C. 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 or** 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. applicant's spouse, if the spouse is an active HCPSS employee
 - b. Applicant's parent, if the parent is an active HCPSS employee
 - c. Applicant's child, if the child is an active HCPSS employee
 - d. unit members at the applicant's worksite (s)
 - e. 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.

D. Contributions

1. ~~Spousal~~ Immediate family member volunteers who wish to contribute any of their earned sick, personal, or annual leave must have a minimum of five (5) accrued leave days remaining after the contribution.
2. Other 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.
3. Contributions from other volunteers 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

-
4. 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)
 5. HCEA shall establish a database system to track the donations, along with their utilization.
 6. HCEA shall provide the Payroll Office 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
 7. Days contributed, if approved, will be granted in the order they were received.
 8. 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. abuse the FCLE
 - d. qualify for any other type of leave
 - E. The exchange balance shall remain at zero (0) until the next request.
 - F. 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~~ HCPSS 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: Duration

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2023~~4~~ and shall continue in full force and effect through June 30, 2024~~7~~.

For FY25~~6~~ and FY27, the parties agree to open the article containing salaries. ~~In addition, each party may choose one other article to open.~~ All other articles will remain intact through in FY25~~6~~27.

~~In Fiscal Year 2024, HCPSS and HCEA will begin conversations on Blueprint related matters that are still outstanding, such as implementing a career ladder, that may require further negotiations or memoranda of understanding.~~

In witness whereof, the parties hereunto set their hands and seals this [TBD] 13th-day of June~~April~~, 2023~~4~~

HOWARD COUNTY BOARD OF EDUCATION:

By:

(Chairperson)

(Superintendent)

HOWARD COUNTY EDUCATION ASSOCIATION

By:

(President)

(Secretary)

Appendix A: Benefits Advisory Committee

The ~~Board~~ HCPSS 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 up to three (3) representatives appointed by and representing the HCPSS Board, one (1) representative from each bargaining unit within the Association/Union (e.g., HCEA-Certificated and HCEA-ESP) appointed by the President who is a current employee or the president may appointment themselves, one (1) representative from each of the other employee groups appointed by their president or the president may appoint themselves, and one (1) person representing the retired employees' association.

The Association/Union representative appointed to the committee shall be released from their 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, which may include subject matter experts, to support the focus of the committee as indicated above.

Appendix B: Voluntary Transfers [Moved to Body of Contract]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HOWARD COUNTY BOARD OF EDUCATION AND
THE HOWARD COUNTY EDUCATION ASSOCIATION (CERTIFICATED UNIT)
July 1, 2022 to June 30, 2023**

An efficient, successful voluntary transfer process is a shared priority of HCEA and HCPSS. The parties recognize the need to communicate in a coordinated, expeditious manner.

- a. All employees who desire to transfer to another building, department, or K-12 level for the following school year, shall notify the Office of Human Resources of such request, no earlier than February 1 and no later than April 15 of the current school year. Please note teachers who wish to move to a different content area within their building should not use the voluntary transfer process. School principals will provide an opportunity for teachers to document their desire to move to a different grade level or content.
- b. Requests for transfer are to be in writing and use the established online system. Vacancy information will be provided to those seeking voluntary transfers as soon as possible. This information will be updated weekly, up until August 1. There is no limit on the number of schools/work sites an employee (as identified in paragraph A above) can apply for.
- c. If a vacancy occurs after August 1 in a building, department, K-12 level, or a different content or certification area, the employee may, in rare cases, still be considered. Any such transfer will be approved by the Department Office of Human Resources and/or School Management and Instructional Leadership.
- d. An employee can withdraw their transfer request at any time up until they accept a transfer for the following school year. An employee will have one business day to accept/deny in writing, via email, any transfer offered by the principal.
- e. Voluntary Transfer Job Fairs will be held in the spring of each year. When possible, dates for the Job Fairs will be established and advertised to all employees prior to the closing of the transfer process window.
 1. All schools will participate in the Job Fairs with adequate staff to conduct interviews.
 2. Employees who are unable to attend the Job Fairs can request an interview directly with the principals of schools to which they would like to transfer. Principals are encouraged to accommodate the request but are not required to do so. Interviews may not be held prior to the dates of the Job Fairs.
 3. In order to maximize the number of transfer employees who can meet with a principal, Job Fair interviews may be limited.
- f. Principals are encouraged to consider internal school applicants, with proper certification and current endorsements.
- g. Principals are encouraged to consider current HCPSS employees who apply for voluntary transfers over external candidates.

- h. 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.
- i. An employee who requests a voluntary transfer will have the ability to provide a link to their resume and/or cover letter on the transfer form.
- j. The timelines/dates described in this memorandum of understanding may be waived by mutual agreement of the Howard County Board of Education and the Howard County Education Association.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding on the date set forth herein.

David Larner, Chief Negotiator

Howard County Education Association

Date

Date