



MASTER AGREEMENT

Between the

BOARD OF EDUCATION OF HOWARD COUNTY

and the

HOWARD COUNTY EDUCATION ASSOCIATION

BEGINNING July 1, ~~2021~~

And

ENDING JUNE 30, ~~2032~~

This is a One (1) Year Agreement

ARTICLE 1 RECOGNITION

- 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. **The term “accumulated,” when applied to leave, shall refer to earned leave, not unearned leave.**

ARTICLE 2 NEGOTIATION PROCEDURE

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

ARTICLE 3 GRIEVANCE PROCEDURE

- B. 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 ~~shall~~ **may** present exhibits, stipulate all possible facts of the case and agree to the authenticity of all documents.
 - c. **HCEA shall give the HCPSS Board at least 7 calendar days’ advance notice of its intent to vote on proceeding to arbitration.** Either the HCEA Board of Directors or the Board may submit a summary statement detailing their position to be shared with the other Board prior to a final vote on proceeding to arbitration.

ARTICLE 4 PERSONAL AND ACADEMIC FREEDOM

Agreed-upon Changes to the HCEA Certificated Contract – only changed clauses listed

- 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 ~~classroom work~~ performance.

ARTICLE 5

EVALUATION (we need to make sure that we re-letter)

- 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 20th and October 31st 15th–20th each year. Revisions will be approved by the administrator and finalized within 10 ~~calendar~~ duty days after mutual agreement is reached, but not later than November 15th October 31st. If needed, adjustments to the SLOs will occur between January 2nd ~~the end of the first semester~~ and January 31st. Teachers instructing courses that do not extend throughout the whole year will consult with their administrator to identify a mid-point date to adjust their ~~SLO's~~ SLOs accordingly.
- J. The final evaluation shall be completed ~~and electronic access a copy given to the teacher evaluated~~ prior to ~~the end of the school year~~. Teachers shall have access to ~~be given a copy of~~ their evaluation ~~report~~ within five (5) duty days after it is completed.
- 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~~.
- 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.

ARTICLE 6

TRANSFERS

- A. 1.
- 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 desires to be transferred, in order of preference.
- c. An applicant for transfer shall assume that they will continue in their present position until such time as they ~~are is~~ notified, in writing, that their transfer has been granted; said notification shall be from the Superintendent or their designee.
- B. 1.

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- a. ~~Principals will request volunteers from among those affected by the need for transfers. If there are insufficient or no volunteers, then the principal shall select pursuant to the Notice provision outlined in f.~~
- d. 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 ~~if and~~ when said position becomes vacant **during the following school year**. 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 of Human Resources about the vacancy.

ARTICLE 7 ASSIGNMENT AND REASSIGNMENT

7. A.

3. All teachers will be given written notice of their class and/or subject assignments; ~~and building assignments three (3) working days prior to~~ by July 15th. All teachers will be given electronic access to their salary schedules, sick leave, annual leave, and personal leave accumulated for the forthcoming year not later than July 30, except in cases of emergency. Any teacher may request and receive email or written confirmation of the salary and leave information identified in this Section.

This section does not apply to involuntary transfers or teachers returning from leave.

B. Reassignment - a change in assignment within a school ~~during the school year~~.

3. 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.

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.

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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.

**ARTICLE 9
CLASSROOM CONTROL**

- A. 2. Except when necessary to fulfill other normal student responsibilities, the student shall not return to the classroom activity, program, or area where such disruption had taken place until the teacher is satisfied that proper remedial action has been taken, or until the teacher has had a formal conference with ~~and or received~~ a written reply ~~that provides the remedial action taken by the administrator or the reasons why such action was not taken.~~
3. ~~The teacher may request a conference with the Superintendent or their representative to discuss such an incident or the corrective action taken.~~
- D. 1. The principal of each school, ~~with input from the Staff Advisory Committee and/or other appropriate committees designated for this purpose,~~ will be responsible for the development of an appropriate student disciplinary procedure ~~with the involvement of with feedback from~~ all members of the faculty and administration.
- F. 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**

- B. 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, 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'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. ~~The intent of this provisory is to ensure that HCPSS covers the additional one-third (1/3) of an~~

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employee's Temporary Total Disability (TTD) award up to 90 days. The 90 days need not be consecutive.

- 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 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 will take the lead in seeking restitution from the family.**
- M. Teachers shall be provided due process before the imposition of any discipline.
1. Prior to any due process hearing/meeting, the teacher will be advised that disciplinary action is being considered.
 2. 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.
 3. **Upon request, when necessary for the employee to arrange for an Association representative to attend the meeting, if HCPSS provides less than two (2) days notice, this meeting may be delayed an additional duty day. ~~The Superintendent/designee is not obligated to postpone the meeting with the teacher nor to suggest or secure alternate representation if the individual Association representative requested is unavailable.~~**
- N. Employees will be given a minimum of one (1) duty day advance notice prior to a meeting for the issuance of discipline. Upon request, when necessary for the employee to arrange for an Association representative to attend the meeting, this meeting ~~may~~ **shall** be delayed an additional duty day

~~The Superintendent/designee is not obligated to postpone the meeting with the teacher nor to suggest or secure alternate representation if the individual Association representative requested is unavailable.~~

**ARTICLE 11
LIMIT OF DUTIES**

- 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.**

**ARTICLE 12
PERSONNEL EMPLOYMENT**

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- A. 2. **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.
- 4 In **critical shortage** areas as determined in advance by the Superintendent's designee, teachers may receive credit for purposes of placement on the salary scale for related professional work experience (up to 10 years) in the field in which they are hired to teach. Related professional work experience includes teaching at least 9 credits per semester in the related area at the college/university level. Credit for related professional work experience may only be awarded if the teacher (applicant) was eligible for a Maryland teaching certificate at the time of the professional work experience. ~~This provision only applies to teachers hired beginning in FY08.~~
7. a **New teachers whose credits from A1-A6 above do not equal three or greater will be granted placement credits such that the total credits are equal to 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 3 credits by FY23 will be granted additional placement credits such that the total credits for FY 23 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.**
- J. **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 & REIMBURSEMENT

- E. The Board and Association recognize that from time to time employees require a documented plan to assist in their professional growth. In order to effectively support the employee and provide appropriate resources, a non-disciplinary, non-evaluative Professional Growth Plan (PGP) should be developed to identify areas for growth and ensure optimum opportunity for the employee to improve their job performance.

The employee will be involved in the development of the PGP and will have an opportunity to provide input prior to the plan being finalized. Final approval of the PGP is at the discretion of the principal/supervisor. If the employee disagrees with the content

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of the PGP, they can attach a statement to the PGP noting their concerns. It is the responsibility of the employee to comply with the plan and work to improve in the areas noted ~~areas~~ for growth. It is the responsibility of the administrators to provide sufficient resources, tools, and timely feedback for the employee to comply with the plan.

ARTICLE 14 ASSOCIATION RIGHTS AND PRIVILEGES

- D. The ~~appropriate administrator or supervisor principal~~ shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement in their school.
- F. The Association will be provided with the names and addresses of all new teachers and all retiring teachers as soon as such information is available. ~~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.~~
- I. In order for the Association to properly fulfill this Agreement for the benefit of all teachers and the welfare of the school system, the Association representative may visit schools and talk with teachers, provided the exercise of this right will not interfere with the educational program. The Association representative will check in at the front office ~~and identify themselves as an Association representative to the front office staff~~ of the school upon their arrival.
- J. The Association shall continue to use school buildings without cost at reasonable times for meetings provided the use of the building shall not result in any additional cost to the Board. The ~~administrator principal~~ of the building in question will be notified in advance of the time and place of all such meetings.
- T. In addition to paragraph S, the Association may designate a maximum of thirty-five (35) unit members to attend the annual ~~corporate meeting of the~~ Maryland State Education Association (MSEA) ~~convention~~.
1. The Association shall, ten (10) calendar days prior to the first day of the ~~convention MSEA corporate meeting~~, submit a list of unit member names designated to attend said meeting to the Superintendent. Their approval will not be necessary.
 3. The Board and the Association agree that this section (Article 14, Section T) does not apply if schools are closed on the day that the ~~convention annual corporate meeting of the Maryland State Education Association~~ is held.
- V. The Board shall furnish to the Association in response to reasonable request from time to time available information concerning the financial resources of the system, including but not limited to: annual financial reports, names of ~~teachers certificated personnel~~, individual and teacher group health insurance premiums and experience

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- figures, and such other information that shall assist the Association in developing intelligent, accurate, ~~informed~~, and constructive programs on behalf of the teachers and the students ~~as well as informed proposals during the course of negotiations.~~
- Y. 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 between August 10 and August 31 to avoid membership costs the following year.~~ If a withdrawal of membership occurs after ~~September 15th August 31~~, 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.
- Z. ~~The parties will study the feasibility of negotiating provisions under which HCEA employees that implement employee benefits in the contractual agreement (ie., 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. 1. Unless otherwise noted in this section, sick leave shall be used for the personal health needs of the teacher. Teachers shall earn and be credited sick leave at the rate of one (1) work day per month, the annual total of which shall be available ~~at the beginning of the school year after the first on the second~~ day of the duty year.
3. All teachers may use their accumulated sick leave as of the first day of the ~~school~~ duty year, even ~~though if~~ they have not been able to report for duty on that day, provided the teacher presents evidence of ~~personal eligible~~ illness.
- B. An employee shall be granted five (5) consecutive duty days of leave for death in the immediate family. The employee will be paid for any of the five (5) consecutive days of leave which are duty days. Immediate family shall include child, parent, ~~brother, sister sibling,~~ spouse, ~~mother-in-law, father-parent-in-law, son-in-law, daughter-child-in-law, brother-in-law, sister-sibling-in-law,~~ grandparent, grandchild, step-child, step-parent, ~~step-brother, step-sibling sister,~~ 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.
- F. Any unit member who retires or resigns effective July 1 of any year and who files the necessary documents committing to such intent no later than ~~February 1 of that year shall receive termination pay at their current salary rate equal to two percent (2%) of their accumulated unused sick leave as of the date of retirement or resignation. If such notice is filed no later than~~ March 1 of that year will receive the termination pay in the amount of \$750. ~~will be equal to one percent (1%) of accumulated unused sick leave as of the date of retirement or resignation.~~

**ARTICLE 16
TEMPORARY LEAVES OF ABSENCE**

- A. 1. a. Three (3) days of leave per year, with no loss of pay, shall be available to each 10-month teacher for personal leave. ~~Four (4) days of leave per year, with no loss of pay, shall be available to each 11-month and 12-month teacher for personal leave.~~
- c. Unused personal leave days may be accumulated up to six (6) ~~with no more than four (4) days used consecutively~~ and any days in excess of six (6) shall be transferred to sick leave.
2. b. A teacher called for jury duty shall notify their principal of their plans for such service as early as possible and shall receive full pay and fringe benefits in addition to remuneration for jury duty. ~~The employee may be required to submit a certificate of attendance.~~

**ARTICLE 17
EXTENDED LEAVES OF ABSENCE**

- A. 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 ~~a ten-month position and salary, subject to the terms of the Master Agreement.~~ their original position or a similar position and salary and will be considered as if they were actively employed by the Board 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.
- E. Tenured members with 2 or more consecutive years' experience with HCPSS, at their request, shall normally be granted a leave of absence for child rearing, without pay, for such a period of time as the teacher requests, but not to exceed not to exceed three years per child and six (6) consecutive years in total. When a member~~s~~ returns from such leave they must work for a minimum of (1) year before being granted an additional leave under this section.
- ~~Any leave request in excess of twelve (12) weeks must be planned to conclude at the end of a school year.~~ Applications for such leave shall be made as soon as possible, but normally at least thirty (30) days prior to the effective date.

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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 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 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 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 ~~ive~~ at the time their leave began.

- E. The Board may grant a leave of absence without pay to any teacher on tenure to campaign for public office or to campaign for a candidate for public office. If granted, the length of the leave will be for a minimum of one (1) semester.

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

- 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 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. Upon return from leave granted pursuant to Sections C, E, F, G, or J, a teacher may be restored to their former position or to a position of like nature and status if one is available, but will not receive increment credit for time spent on leave.

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.

- I. Nothing contained herein shall prevent a teacher on leave without pay from being a substitute **or doing other temporary work for** ~~in~~ the Howard County School System while on such leave. While on leave, the teacher is still under contract with the Board, therefore they cannot accept other similar employment.

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J. A leave of absence for up to one school year without pay may be granted to a teacher to care for a sick member of their immediate family (~~son, daughter child, husband, wife, same-sex domestic partner spouse, parent mother, father~~). Appropriate medical statements shall be submitted to the personnel office to verify the need.

**ARTICLE 18
WORKING HOURS AND WORK LOAD**

A. (earlier paragraphs in Letter A unchanged)

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

B. 1. The school calendar shall include one hundred ninety-seven (197) working days for special education teachers and related service providers (i.e., SLP's PT's, etc.). 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 3~~ below.

C. All twelve-month employees will receive ~~20 days of~~ annual leave ~~based on the following schedule:~~

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 (450)~~ days or the maximum established by Board policy. In the event of an employee's death, such amount shall be paid to the employee's estate or designated beneficiary.

D. Every reasonable effort shall be made to start faculty meetings on time and to keep meetings as brief as possible. Except in cases of emergency, there shall only be one schoolwide faculty meeting per month, which may extend no more than one-half (1/2) hour beyond the regular work day. ~~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

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may be held within the regular work day, ~~one of which may be held before the start of the student day between the time of student dismissal and the end of the regular teacher work day. Every effort will be made to begin such meetings ten (10) minutes after the student dismissal time.~~

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

- F. 1. In addition to their lunch period, ~~Ssecondary school teachers will, in addition to their lunch period,~~ have daily preparation time of at least fifty (50) consecutive minutes during the regular student day ~~four days a week and at least forty (40) consecutive minutes on the regular student day of the week with shortened class periods. with an additional thirty (30)~~ 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.

~~The parties recognize that the intent is for the additional 30 minutes to be a consecutive block whenever possible, and that the goal is to continue to work toward finding time within the secondary schedule to increase planning time.~~

2. ~~Elementary teachers will, i~~In addition to their lunch period, Elementary teachers will have weekly preparation time during the ~~student~~ duty week of at least three hundred ~~twenty-five (300)25~~ minutes.; At least three hundred (300) of those minutes will occur within the student day ~~with~~ and at least two hundred twenty (220) minutes ~~will be of such time~~ scheduled in blocks of ~~not less than~~ at least fifty five (55) consecutive minutes. No portion of the ~~total 300)25~~ 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.

- K. Substitutes shall be provided for all classroom teachers (including media personnel and specialists) who attend professional conferences and activities, including in-service meetings and approved teacher visitations to other county schools. Teachers identified as the teacher-in-charge or other approved chaperone for a pre-approved field trip will not use their own leave to attend that field trip. The provision of a substitute for the teacher-in-charge or other approved chaperone will be based on the needs of that school and approved by the principal/designee.

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

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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 until the end of FY23 unless both parties mutually agree to extend it.

(note: old letter L in this article will be renamed M with the text unchanged, and the rest of the lettering will be corrected appropriately.)

O. Telework

~~Members are eligible for teleworking during the professional work days designated for grading and reporting at the end of the first, second and third grading periods, and on the day of the Maryland State Education Association Convention if that day is a duty day for teachers.~~

~~1. The principal will determine which positions, if any may need to be on site for all or part of the day to support other professionals in the building or to fulfill their professional responsibilities.~~

~~2. With the approval of the Principal, school-based educators who have demonstrated the ability to meet their professional responsibilities, including grade submission according to Board policy may telework on the professional work day at the end of each of the first three marking periods.~~

~~3. First year teachers will be required to work on site for the first two marking periods on these days.~~

~~4. Upon request a written rationale will be provided by the supervisor to any educator whose request to telework is denied.~~

~~5. Items a-d above do not apply to the MSEA Convention Day.~~

All teachers are allowed to telework on the MSEA Convention Day, provided it doesn't fall on a student day.

With the approval of the Superintendent or their designee, school-based employees may be eligible to telework at appropriate times when students are not in the buildings, including

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during the parent-teacher conference window, and other days as designated by the Superintendent or their designee.

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 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 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.

T. 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.

U. 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:

Kindergarten: 1:22

Grades 1-2: 1:20

Grades 3-5: 1:26

HCPSS Target Staffing Ratios

Middle: 1:21

High: 1:21

National Association Recommended Ratios

Counselors: 1:250

Psychologists: 1:500

Related Arts: 1:20-25

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V. 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 20

Salaries

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.

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ARTICLE 20 SALARY SCALES					
10-MONTH TEACHERS (195 Days)					
FISCAL YEAR 2023 (Effective July 1, 2022)					
GRADE	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
STEP					
4	\$56,228	\$59,195	\$61,015	\$62,835	\$64,655
5	\$57,804	\$61,328	\$63,148	\$64,968	\$66,788
6	\$59,380	\$63,462	\$65,282	\$67,102	\$68,922
7	\$60,955	\$65,595	\$67,415	\$69,235	\$71,055
8	\$62,531	\$67,728	\$69,548	\$71,368	\$73,188
9	\$64,107	\$69,862	\$71,682	\$73,502	\$75,322
10	\$65,683	\$71,995	\$73,815	\$75,635	\$77,455
11	\$67,259	\$74,129	\$75,949	\$77,769	\$79,589
12	\$68,835	\$76,262	\$78,082	\$79,902	\$81,722
13		\$78,395	\$80,215	\$82,035	\$83,855
14		\$80,529	\$82,349	\$84,169	\$85,989
15		\$82,662	\$84,482	\$86,302	\$88,122
16		\$84,796	\$86,616	\$88,436	\$90,256
17		\$86,929	\$88,749	\$90,569	\$92,389
18		\$89,062	\$90,882	\$92,702	\$94,522
19		\$91,196	\$93,016	\$94,836	\$96,656
20		\$93,329	\$95,149	\$96,969	\$98,789
21		\$95,462	\$97,282	\$99,102	\$100,922
22		\$97,596	\$99,416	\$101,236	\$103,056
23		\$99,729	\$101,549	\$103,369	\$105,189
24		\$101,863	\$103,683	\$105,503	\$107,323
25		\$103,996	\$105,816	\$107,636	\$109,456

Agreed-upon Changes to the HCEA Certificated Contract – only changed clauses listed

ARTICLE 20 SALARY SCALES					
11-MONTH TEACHERS 215 days					
FISCAL YEAR 2023 (Effective July 1, 2022)					
GRADE	A (SPC)	B (BA/BS +30)	C (Masters)	D (MA/MS +30)	E (Doctorate)
STEP					
4	\$61,850	\$65,114	\$67,116	\$69,118	\$71,120
5	\$63,584	\$67,461	\$69,463	\$71,465	\$73,467
6	\$65,317	\$69,808	\$71,810	\$73,812	\$75,814
7	\$67,051	\$72,155	\$74,157	\$76,159	\$78,161
8	\$68,784	\$74,501	\$76,503	\$78,505	\$80,507
9	\$70,518	\$76,848	\$78,850	\$80,852	\$82,854
10	\$72,251	\$79,195	\$81,197	\$83,199	\$85,201
11	\$73,985	\$81,541	\$83,543	\$85,545	\$87,547
12	\$75,718	\$83,888	\$85,890	\$87,892	\$89,894
13		\$86,235	\$88,237	\$90,239	\$92,241
14		\$88,582	\$90,584	\$92,586	\$94,588
15		\$90,928	\$92,930	\$94,932	\$96,934
16		\$93,275	\$95,277	\$97,279	\$99,281
17		\$95,622	\$97,624	\$99,626	\$101,628
18		\$97,969	\$99,971	\$101,973	\$103,975
19		\$100,315	\$102,317	\$104,319	\$106,321
20		\$102,662	\$104,664	\$106,666	\$108,668
21		\$105,009	\$107,011	\$109,013	\$111,015
22		\$107,355	\$109,357	\$111,359	\$113,361
23		\$109,702	\$111,704	\$113,706	\$115,708
24		\$112,049	\$114,051	\$116,053	\$118,055
25		\$114,396	\$116,398	\$118,400	\$120,402

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OTHER CERTIFICATED STAFF			
FISCAL YEAR 2023 (Effective July 1, 2022)			
	Psychologist PPW 10 Months	Psychologist PPW 11 Months	Coordinator Staff Dvlp. Facilitator 12 Months
Step	Grade I	Grade II	Grade III
1	\$75,056	\$82,562	\$88,638
2	\$78,592	\$86,448	\$92,874
3	\$82,128	\$90,334	\$97,110
4	\$85,663	\$94,220	\$101,348
5	\$89,199	\$98,106	\$105,584
6	\$92,735	\$101,993	\$109,821
7	\$96,271	\$105,879	\$114,057
8	\$99,807	\$109,765	\$118,294
9	\$103,343	\$113,651	\$122,531
10	\$106,879	\$117,537	\$126,767
11	\$110,415	\$121,424	\$131,005
12	\$114,729	\$126,165	\$136,173

NOTES: ARTICLE 20, SALARY SCHEDULES - TEACHERS

- (5) 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 implemented at the beginning or the midpoint of the teacher’s work year. If the Blueprint law changes the parties shall revise the supplement to align with any changes.

- (7) Supplements referred to in (4), (5), and (6) above shall be included in the teacher’s annual salary for retirement and life insurance purposes and will be awarded proportionally if said supplement is earned during the course of a school year.

B. Part-Time Teachers

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

Part-time Teacher Salary Category	Number of Instructional Minutes in Teacher Work Day	Number of Planning Minutes in Teacher Work Day	Number of Duty Free Lunch Minutes in Teacher Work Day	Number of TOTAL Minutes in Teacher Work Day
0.50	173	40	30	243 263
0.55	194	40	30	264 282

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0.60	215	40	30	285 301
0.65	236	40	30	306 320
0.70	253 258	45 40	30	328 340
0.75	269 279	50 40	30	349 359
0.80	290 300	50 40	30	370 378
0.85	311 321	50 40	30	391 397
0.90	333 343	50 40	30	413 417

1. A 30-minute lunch period and ~~40 minutes of~~ planning time, as referenced in the chart above, will be provided for teachers assigned to a .5 and higher position.

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

(switched #'s 1 & 2)

**ARTICLE 21
DEDUCTIONS FROM SALARY**

A. The Board agrees to deduct from teachers’ salaries membership dues and assessments for the Howard County Education Association, the Maryland State ~~Education Teachers’~~ Association, and the National Education Association as said teachers individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association. The Board agrees to transmit such monies promptly to the Association.

**ARTICLE 23
SICK LEAVE BANK**

Agreed-upon Changes to the HCEA Certificated Contract – only changed clauses listed

- 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. ~~Upon ratification of an amendment to the HCEA bylaws, this provision will become part of the contract.~~ The Association shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Board of Directors of the Association. Approved procedures shall be posted on the HCPSS website annually no later than October 1.

ARTICLE 24 FAMILY CRISIS LEAVE EXCHANGE

- D. 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 ~~from HCEA unit members~~. **For a definition of “accumulated”, please see Article 1.B.**

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)

Functions

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. **unit members at the applicant's worksite (s)}**

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C. unit members at other work sites (if needed)

Contributions

1. Spousal 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 = 1 day available to donate
 - 30+ accrued days = up to 2 days available to donate

**ARTICLE 26
DURATION**

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2022 and shall continue in full force and effect through June 30, 2023.

For FY24, 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 in FY24.

~~On or before November 1 but no later than December 1, the Association and the Board will reopen negotiations specifically for Blueprint related career ladder the 2022-23, unless a later date is mutually acceptable to both parties. The Parties agree that Article 22, Insurance Protection is not subject to negotiations for the 2022-23.~~

In Fiscal Year 2023, 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 XX day of December 2021.

**APPENDIX A
Benefits Advisory Committee**

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

The focus of the committee shall be to:

- A. Make recommendations on cost containment strategies;

Agreed-upon Changes to the HCEA Certificated Contract – only changed clauses listed

- 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 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 ~~himself/herself themselves~~, one (1) representative from each of the other employee groups appointed by their president or the president may appoint ~~himself/herself 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HOWARD COUNTY BOARD OF EDUCATION AND
THE HOWARD COUNTY EDUCATION ASSOCIATION (CERTIFICATED UNIT)
July 1, 2024~~2~~ to June 30, 2023**

~~The parties agree to establish a study committee to review the current voluntary transfer process for certificated members.~~

Agreed-upon Changes to the HCEA Certificated Contract – only changed clauses listed

~~The committee will consist of four (4) representatives from the Board and (4) representatives from HCEA. three (3) representatives from HCAA will also be invited to act as consultants to the committee. It is suggested that the HCAA members represent the various levels.~~

~~The charge of the committee is to review the current voluntary transfer process for certificated members and to make recommendations for process improvements that will:~~

- ~~1. Provide timelines that take into consideration the national teacher shortage,~~
- ~~2. Look for ways to provide expanded opportunities for certificated staff to fully participate in the transfer process,~~
- ~~3. Take into account how the voluntary transfer process interrelates with the placement of surplus staff and staff returning from leave, and~~
- ~~4. Recognize the requirements of the recently enacted Blueprint for Maryland's Future as they pertain to staffing assignments at low performing schools, and diversity initiatives and any other recently enacted legislation.~~

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

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 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.

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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.