



## **MASTER AGREEMENT**

*Between the*

**BOARD OF EDUCATION OF HOWARD COUNTY**

*and the*

**HOWARD COUNTY EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PROFESSIONALS**

**BEGINNING July 1, 202~~1~~**

**And**

**ENDING JUNE 30, 202~~2~~**

**This is a One (1) Year Agreement**

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Note that table of contents will need to be re-lettered appropriately

### ARTICLE 1 RECOGNITION

1.5

I. Accumulated – For the purpose of this agreement, the term “accumulated” shall refer to earned leave, not unearned leave.

1.7 It is recognized that the Board of Education may contract out work. However, the Board of Education will notify HCEA prior to contracting out work that will result in the loss of jobs for bargaining unit members. Additionally, the Board of Education will encourage the private contractor to hire displaced employees. 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 2 NEGOTIATION PROCEDURE

2.1. 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:

- A. Items in the existing Agreement which remain satisfactory to both parties would be continued as part of the new Agreement.
- B. 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.
- C. 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 1<sup>st</sup> 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 employee representatives all additional issues upon which it wishes to negotiate no later than the first negotiating session.

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- 2.2 Neither party shall have any control over the selection of consultants or negotiation representatives of the other party.
- 2.3 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.
- 2.4 If agreement has not been reached or at the request of either party, the provisions for handling an impasse as provided by Education Article, 6-408 (e) of the Annotated Code of Maryland, shall apply.

### ARTICLE 3 ~~2~~ GRIEVANCE PROCEDURE

3.2 F. 4. After the Board is advised by the Association of a decision to submit a grievance to binding arbitration under paragraph F, the Board and the Association may within 15 school days agree to a pre-arbitration conference as set forth in G.

(old #4 becomes new #5)

3.2 G. Pre-Arbitration: 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.

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.

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 ~~3~~ ASSOCIATION RIGHTS

- 4.1 No Reprisals - ~~No reprisals shall be taken against any employee who exercises their rights under this Agreement.~~ There will be no reprisals of any kind taken against any employee solely by reason of their membership in the Association or for participation in any of its lawful activities.
- 4.2 Bulletin Boards - ~~The Board will provide one (1) bulletin board with unobstructed access at each school in an appropriate location.~~ 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

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will not be required.

4.4 Association Meetings - ~~The Association shall be permitted to use school facilities for meetings at reasonable times and upon meeting all appropriate application and utilization procedures established by the Community Services Office. The administrator of the building in question will be contacted in advance about any such meeting.~~ 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 of the building in question will be notified in advance of the time and place of all such meetings.

4.5 Access to Buildings Schools - ~~In order for the Association to properly administer this Agreement, Association officers or employees will have access to all school system buildings and all employees, provided that the exercise of this right will not interfere with the educational program and provided that access does not interfere with assigned duties. The school administrator or department supervisor shall make the determination regarding interference. The Association representative will check in at the front office at the building upon his/her arrival.~~ In order for the Association to properly fulfill this Agreement for the benefit of all ESP and the welfare of the school system, the Association representative may visit schools and talk with ESP, 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.

4.7 Board Meetings - The Association will be provided a written copy of the Board meeting agenda prior to the meetings. ~~A copy of approved minutes will be provided in writing to the Association promptly following such meetings.~~

Items pertaining to the ESP unit, shall be included under the HCEA report item on the Board's agenda.

~~4.8 Dues Deduction - The Board agrees to deduct from the pay of each employee covered by this Agreement all Association dues as said employee individually and voluntarily authorizes to be deducted through an appropriate written authorization form prepared by the Association. An employee's written authorization shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation in writing on or by September 15. The deductions shall be made in twenty (20) equal installments, beginning with the last pay in September or the first pay in October. The list of names and dollar amounts of those Association members who authorize or revoke deductions shall be presented to the finance department at least ten (10) calendar days prior to the first pay date for employees.~~

4.9 Employee Lists – The Board shall provide the Association with the name, position classification, work location, home address, home and work telephone numbers, personal cell phone number and work email address of each employee eligible for

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representation by the Association. Said bargaining unit lists shall be provided on a quarterly basis, however, the information for new hires shall be provided with 30 days of hire.

~~Each quarter, the Association will be provided the names of retired ESP unit members.~~

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

- ~~4.11 The Association shall receive copies of all policies and all circulars, including those that affect wages, hours, or working conditions of employees. The Board of Education shall provide the Association with copies of all policy changes or directives issued by the Board or Central Office administrative personnel that affect wages, hours, or conditions of employment of ESP employees. The Board shall provide the Association written notification of any change to a position description (for positions covered under this agreement) as soon as reasonably possible.~~

~~This language is not subject to the grievance process.~~

- ~~3.14 Each quarter, the Association will be provided the names of retiring ESP unit members.~~

- ~~4.15 The Superintendent shall be available upon reasonable request to meet with representatives of the Association.~~

- ~~4.16 The administrator/supervisor of each building shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement in his/her building. The appropriate administrator or supervisors shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement.~~

- ~~4.17 The Association representative will have the right to schedule meetings of the employees before or after school work days or, at any other times which do not disrupt the normal school program.~~

- ~~4.20 Association representatives and the Board of Directors members shall ~~may~~ be permitted to leave the school building immediately following student dismissal in those schools dismissing students at 3:15 or later with approval of their immediate supervisor for the purpose of attending scheduled Association meetings. Such early departure shall not exceed two (2) times per month.~~

- ~~4.21 Employees interested in terminating HCEA/ESP membership must submit a written withdrawal to the HCEA/ESP office between August 10 and August 31 to avoid membership costs the following year. If a withdrawal of membership occurs after August 31, full membership dues will be deducted by payroll for that year unless there are insufficient funds~~

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~~in the employee's final paycheck, then HCEA will be responsible for collecting any balance that remains outstanding.~~

Employees interested in terminating HCEA/ESP membership must submit a written withdrawal to the HCEA/ESP office. If the written request is not received during the withdrawal window, on or before September 15<sup>th</sup>, membership costs will be collected for the entire year. If a withdrawal of membership occurs after September 15<sup>th</sup>, 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.

4.24 The Association and the Board agree that it is mutually advantageous to have Association bargaining units represented on HCPSS Board policy groups and committees.

4.25 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 5 4 EMPLOYEE RIGHTS**

5.1 No employee will be discharged or disciplined, as defined by Board policy, without cause. This shall not apply to the discharge or discipline of a probationary employee. Probationary employee in this context does not include an employee who is serving a new re-evaluation period due to promotion.

~~5.3 Freedom of Association – Participation in any religious, political, or lawful Association activity shall not be grounds for any discrimination or disciplinary action.~~

Each employee will be entitled to full rights of citizenship, and no religious or political activities of any such employee 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.

~~5.4 Personnel Files- Individual personnel files located at the Board office shall be maintained in accordance with the following procedures:~~

~~5.3.a No material related to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that they have read such material by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its contents.~~

~~5.3.b The employee shall have the right to answer any material filed, and their answer shall be attached to the file copy.~~

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~~5.3.c An employee shall be permitted to examine their file, except for employment references, at all reasonable times by appointment. The employee shall also be provided with an opportunity to review any additional documents to be relied on in any grievance procedure.~~

~~5.3.d An employee's file shall be open to inspection only by those persons whose official responsibilities require such inspection.~~

~~5.3.e The official personnel file for each employee shall be located in the Office of Human Resources.~~

A. Employees shall have the right, upon request, to review the contents of their personnel file, maintained by the Office of Human Resources, in the presence of a Human Resources administrative staff member, and to receive copies at Board expense of any documents contained therein which are not available from the original source or which the employee had not previously received. An employee shall be entitled to have a representative(s) accompany them during such review. The Board will protect the confidentiality of personal references, academic credentials, and other similar documents.

B. No material derogatory to an employee's conduct, service, character, or personality will be placed in their personnel file, maintained by the Office of Human Resources, unless the employee 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.

### **ARTICLE 6 5** **PERSONNEL EMPLOYMENT**

6.1 D. Secretarial, clerical, floating nurses, food and nutrition service assistants and central office technical personnel may apply for a voluntary transfer anytime during the school year when an appropriate position is available; criteria in (6.1) above shall apply.

6.6 Placement on the salary schedule – ~~Employees hired on or after July 1, 2014~~ Newly hired or promoted employees will receive credit for related work experience as identified in the job posting as acceptable experience.

A. To qualify, the experience must ~~be continuous experience ending no more than four years prior to the hire date.~~

i. Be full time

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- ii. Last at least three years
- iii. Have a gap of three (3) years or less
- iv. In total not have ended more than three years prior to hire or promotion

6.9 All school-based ~~members~~ employees will be notified in writing ~~no later than three (3) working days prior to~~ by July 15<sup>th</sup> of their tentative assignment for the forthcoming year. All employees will be given electronic access to their salary schedules, sick leave and personal leave accumulated for the forthcoming year no later than July 30, except in cases of emergency. Any employee 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 employees returning from leave.

6.10 The superintendent may choose to designate up to one (1) employee who is non-probationary and is selected by the Howard County Public School System and the Association to be granted a role as an employee 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.

## ARTICLE 7 6 EVALUATION

7.8 Performance - Any employee whose performance is less than satisfactory shall be informed in writing. At least one conference identifying areas of unsatisfactory performance shall be held with the employee at least 30 calendar days prior to the year-end evaluation. For any observation less than satisfactory, ~~the evaluator shall provide written suggestions for improvement.~~ the evaluator must document the specifics related to the overall evaluation and attach evidence to note that the employee has received assistance directed toward improving the employee deficiencies in the areas specified.

## ARTICLE 8 7 LEAVES



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- 8.1 A. Unless otherwise noted in this section, sick leave shall be used for the personal health needs of the employee.
- 8.1 B. Rate - Employees shall earn one (1) day per month of paid sick leave, the annual total of which shall be available ~~on the second at the beginning of the first duty~~ day of the ~~work or school~~ duty year. Employees who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.
- 8.1 D. ~~All employees 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 employee presents evidence of eligible illness.~~

Note that the old Letters D & E will become new Letters E & F.

- 8.1 E. Employees ~~who do not receive annual leave~~ will be allowed to use sick leave for an illness in the immediate family or of same-sex domestic partner.
- 8.2 A. Three (3) days of paid personal leave per year shall be provided to each 10-month employee. ~~Four (4) days of paid personal leave per year shall be provided to each 11-month and 12-month employee.~~
- 8.2 B. Accumulation - Unused personal leave shall be allowed to be accumulated, up to a maximum of five (5) days, ~~with no more than four (4) days to be used consecutively~~. Any personal leave accumulated beyond five (5) shall be converted to sick leave.
- 8.2 F. An employee on probation shall earn personal leave, but must complete ~~sixty (60)~~ **sixty (60)** work days of the probationary period to be eligible to use personal leave. This does not apply to employees serving a re-evaluation period due to promotion.
- 8.3 An employee shall be granted five (5) consecutive duty days of absence without the loss of salary for a death in the immediate family. 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.

8.4 A. Paid annual leave shall be earned by 12-month employees based on the following schedule:

Length of Service/Years	Number of Annual Leave Days
<del>1</del>	<del>12</del>
<del>2</del>	<del>15</del>

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<del>3-6</del> 1-5	18
<del>7-9</del> 6-9	19
10+	22

8.4 B. Paid annual leave shall be earned by 12-month employees on a monthly basis according to the following schedule:

**Monthly Leave Days - Annually**

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

~~(Note: Any 12-month nurses hired before July 1, 1994 shall be eligible for 20 days of annual leave.)~~

8.4 C. An employee on probation shall earn annual leave but must complete **sixty (60) work days** of the required probationary period before being eligible to use annual leave. This does not apply to employees serving a re-evaluation period due to promotion.

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~~8.4 G On June 30 of each year employees shall be allowed to have accrued up to two (2) times the number of annual leave days allotted. Accumulated annual leave that exceeds the carryover limit will be converted to sick leave. Upon termination of employment, an employee shall be paid for any unused annual leave not to exceed the aforementioned limit.~~

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.

~~8.4 H The Board may grant a leave of absence without pay to any non-probationary employee to campaign for public office or to campaign for a candidate for public office. Leave will be granted for a minimum of one (1) semester.~~

### 8.5 Association and Convention Leave

A. Association officers and/or representatives may be permitted to draw upon thirty- five (35) school days for use in Association business without loss of pay. Notice of such absence shall be given as far in advance as reasonably possible to the employee's immediate supervisor, but in no case shall the notice be less than 48 hours. If the site administrator believes that such release would unreasonably adversely impact the program of operation at the site the Association and the Superintendent/designee will attempt to work out a reasonable accommodation. **No one may use more than ten (10) days in a school year under this Article.** The total of thirty-five (35) days shall also include leave for convention attendance under the following provisions:

1. On duty days when schools are closed for students, employees may attend the Maryland State Education Association Convention without loss of pay provided that approval is granted by Superintendent/designee.
2. When schools are open for students, up to ten (10) employees designated by the Association may attend the Maryland State Education Association Convention for one (1) day without loss of pay.
3. Up to 20 additional days will be provided for employees who are elected to the position of MSEA delegate. The Association shall provide the Superintendent/designee with the names of the delegates.

8.6 Child Rearing Leave – ~~Members~~ **Employees** with 2 or more consecutive years' experience with HCPSS, at their request, shall normally be granted a leave of absence for child rearing, without pay, for such a period of time as the employee requests, but not to exceed three years per child and six (6) consecutive years in total. When an ~~member~~ **employee** returns from such leave they must work for a minimum of (1) year before being granted an additional leave under this section.

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~~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.

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

1. An employee 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. An employee 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. An employee 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.

- A. Non-probationary Employees - Child rearing leave shall be limited to non-probationary employees. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion.
- B. Return from leave - The employee shall inform the Superintendent's designee, in writing, thirty (30) days prior to the time the employee wishes to return from child rearing leave or thirty (30) days prior to the expiration of the child rearing leave.
- C. Assignment after leave - Employees returning from child rearing leave shall be assigned before new persons are hired. If assigned to an equal position, the employee will be placed on the salary step and grade achieved at the time of departure. If the employee returns to a different position, the employee will be reinstated at the appropriate grade and step for which the employee is qualified.

### 8.9 Professional Leave Without Pay

Employees shall be eligible for leave without pay for professional improvement training upon approval of the Superintendent/ designee. Employees returning from leave under this section shall be assigned before new persons are hired. ~~Professional leave without pay shall be planned to commence and terminate at the beginning of the fall semester. Said leave shall be requested no later than July 15.~~

### ~~8.10 Benefit Continuation~~

~~Employees taking an unpaid/approved leave of absence shall be afforded the opportunity to continue health insurance benefits by paying the full cost thereof to the Board quarterly in advance. Retirement continuation shall be consistent with State regulations and laws.~~

### 8.10 General Leave (used to be 7.11 in old agreement)

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The Superintendent/designee may grant leave without pay for up to two (2) years for unusual or imperative reasons. Employees returning from leave under this section shall be assigned before new persons are hired. Employees must have completed the required probationary period to be eligible for general leave. Applications for general leave shall be treated in a confidential manner. ~~General leave shall be planned to commence and terminate at the beginning of the fall semester. Said leaves shall be requested no later than July 15. Other benefits to which the employee was entitled at the time of their leave of absence commenced, including unused accumulated sick leave, will be restored to them upon their return.~~

~~A. All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing; the Superintendent/designee will make a written response to all such requests.~~

~~B. Professional leave without pay and general leave shall be planned to commence and terminate at the beginning of the fall semester. Said leaves shall be requested no later than July 15.~~

### 8.11 Public Office Leave

The Board may grant a leave of absence without pay to any non-probationary employee 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 employee 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 employee 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.

~~8.12 Nothing contained herein shall prevent an employee on leave without pay from being a substitute in the Howard County Public School System while on such leave.~~ (7.12 in current contract)

### 8.12 Extended Illness Leave

Any employee whose illness extends beyond the period covered by their accumulated sick leave and any additional sick leave granted to them by the Board may be granted a further leave without pay for such time as is necessary for complete recovery from such illness.

~~8.13 An employee whose leave expires between March 1 and June 30 must notify the Office of Human Resources by March 1, in writing, regarding their intention to return from the expired leave. Failure to do so, will be construed as a lack of interest in employment. However, at the Board's discretion they may still consider such placement if requested by the employee after the deadline. 11 and 12 month employees must notify the Office of Human Resources, in writing, regarding their intention to return from the expired leave no later than thirty (30) calendar days prior to the end of the approved leave period.~~

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~~Failure to do so, will be construed as a lack of interest in employment. However, at the Board's discretion they may still consider such placement if requested by the teacher after the deadline. (7.13 in current contract)~~

### 8.13 Sick Family Member Leave

A leave of absence for up to one school year without pay may be granted to an employee 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.

### 8.14 Association Activity Leave

The Board agrees that up to one (1) non-probationary unit member 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 non-probationary employee elected as an MSEA or NEA officer will, upon request by HCEA, be granted a leave without pay or other benefits for the year(s) the ~~teacher~~ employee is President.

- 8.14 C. The salary and fringe benefits for the HCEA President will be paid by the Howard County School System and reimbursement will be made to HCPSS 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.~~

### 8.15 Peace Corp Leave

A leave of absence without pay of up to two (2) years may be granted to any employee who serves in the Peace Corps or AmeriCorps.

~~Upon return from leave granted pursuant to 7.8 and 7.14 of this Article, an employee shall be restored to their former position or to a position of like nature and status 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.~~

### 8.16 Rules of Leave

- A. An employee whose leave expires between March 1 and June 30 must notify the Office of Human Resources by March 1, in writing, regarding their intention to return from the expired leave. Failure to do so, will be construed as a lack of interest in employment. However, at the Board's discretion they may still consider such placement if requested by the employee after the deadline.
- B. 11- and 12-month employees must notify the Office of Human Resources, in writing, regarding their intention to return from the expired leave no later than thirty (30)

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calendar days prior to the end of the approved leave period. Failure to do so, will be construed as a lack of interest in employment. However, at the Board's discretion they may still consider such placement if requested by the employee after the deadline

- C. Upon return from leave granted pursuant to 8.8, 8.14, and 8.15 of this Article, an employee shall be restored to their former position or to a position of like nature and status 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. Upon return from leave granted pursuant to sections 8.6, 8.9, 8.10, 8.11, 8.12 or 8.13, an employee 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.
- D. The following are applicable to all general leaves unless elsewhere excluded in this Agreement:
1. Other benefits to which an employee 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 of a like nature and status.
  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 8.9, 8.10, and 8.15 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.
  4. Nothing contained herein shall prevent an employee on leave without pay from being a substitute or doing other temporary work for the Howard County Public School System while on such leave. While on leave, the employee is still under contract with the Board, therefore they cannot accept other similar employment.
  5. Employees taking an unpaid/approved leave of absence shall be afforded the opportunity to continue health insurance benefits by paying the full cost thereof to the Board quarterly in advance. Retirement continuation shall be consistent with State regulations and laws.

### **ARTICLE 98 WORKERS' COMPENSATION LEAVE**

Whenever an employee is absent from work as a result of personal injury occurring in the course of their employment, they will be paid their full salary for a compensable injury for a period not to exceed 90 work days and with no loss of fringe benefits, and no part of such absence will be charged to their accumulated personal, 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-**

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third (1/3) of an employee's Temporary Total Disability (TTD) award up to 90 days. The 90 days need not be consecutive.

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

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

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

- A. The employee may elect to use their earned leave or sick leave to make up the difference between Workers' Compensation benefits and their full regular salary. The Board shall provide a supplement to the standard Workers' Compensation benefit so that the gross pay of the employee is equal to their regular gross pay. This supplemental pay will be charged against available sick leave on a pro-rated basis.
- B. The employee may apply for General Leave under Article 8 7 of this Agreement without affecting any benefits which may be due under the workers' compensation law.

### ARTICLE 10 9 PROTECTION OF MEMBERS

- 10.1 D. 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.
- 10.2 ~~Damage to the personal property of any employee involved in a physical assault by a student shall be reimbursed by the Board for damages up to a reimbursement level established by the Superintendent/designee. The reimbursement will be provided only if not provided by the employee's insurance or other sources of restitution. In case of an assault by a student or a nonstudent, on school property, including the school parking lot, on an employee, causing damage or loss to their personal property--such as clothing-- the Board shall make an equitable financial adjustment with the employee for personal property losses not otherwise covered by insurance or restitution. For other damage to~~



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personal property or injury caused by a student the board will take the lead in seeking restitution from the family.

10.7 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.

10.8 Except for students with disabilities, if a student has been apprehended in a plan to cause serious injury or death to an employee as determined under the school system's threat management plan, that employee will not be assigned to be in a room with that student.

### ARTICLE 11 ~~10~~ EMERGENCY CLOSINGS

(for old 10.3 & 10.4 below, we are simply switching those items' placement in the contract)

11.3 Ten-month and eleven-month school-based staff shall be required to work on any day designated by the Board as an inclement weather makeup day provided the number of duty days in their duty year is not exceeded.

11.4 On days of early school closings, school-based employees, including nurses and student assistants, may be dismissed 30 minutes after the students' dismissal time. The building administrator may extend the dismissal time under extenuating circumstances. Non-school-based employees shall be dismissed 30 minutes after the dismissal time of the latest school. School-based interpreters may be dismissed at the student's dismissal time.

11.5 ~~Weather-Related~~ Delayed Openings (This is just a change in title. The rest of 11.5 remains the same.)

11.6 Staff who are approved to telework on a day of a late opening or early dismissal will work their regular hours on that day.

11.7 The above provisions (11.5 and 11.6) are only to be applied to emergency conditions.

### ARTICLE 12 ~~11~~ WORKING HOURS AND WORKING CONDITIONS

12.2 D. ~~Elementary s~~Student assistants will work ~~6-1/2~~ 7 hours per day which includes a 30-minute unpaid duty-free lunch period. ~~Middle and high school student assistants will work a 6 hour and 45 minute day which includes a 30 minute unpaid duty-free lunch period.~~

12.2 O. If there are more than 5 pre-service days, 1/2 full day of job-related training will be provided for ~~school-based~~ ESP employees during those pre-service days.

12.4 Employees shall receive their regular rate of pay which includes any earned longevity for

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the holidays listed below (if the holiday is approved in the school calendar).

- 4th of July Holiday
- Labor Day
- Primary Election Day
- General Election Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or day after Christmas Day as established in the school calendar
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Easter Monday
- Memorial Day
- Juneteenth
- Rosh Hashanah
- Yom Kippur

12.5 C. In the event a substitute teacher cannot be obtained by the substitute assignment system, a paraeducator may be used as a substitute for teachers under the following conditions:

1. ~~The paraeducator must agree to participate.~~ The selection of the particular paraeducator to be a substitute teacher for the day will be made by the principal. **Special education paraeducators should not be selected to substitute for non-special education teachers unless they are still able to cover service hours.**
2. The paraeducator must meet all of the school system's requirements to be a substitute teacher.
3. **Paraeducators who substitute for a half day, 3 hours at the elementary level or 3 class periods at the secondary level, will be paid 50% of the daily substitute teacher rate at the appropriate level (degreed or non-degreed). This will be in addition to the paraeducator's regular pay. The time substituting need not be continuous for this provision to apply.**
4. **Paraeducators who substitute for a full day, (more than 3 hours at the elementary level or more than 3 class periods at the secondary level,) will be paid 50% of the daily substitute teacher rate at the appropriate level (degreed or non-degreed). This will be in addition to the paraeducator's regular pay. The time substituting need not be continuous for this provision to apply.**
5. **Paraeducators who substitute ~~Substituting~~ for less than 3 hours at the elementary level ~~or more in a day,~~ or less than 3 class periods at the secondary level, will be paid \$18/hour (15+ minutes is rounded up to the next hour) in addition to their regular rate of pay. ~~qualify for the additional pay.~~ The time substituting need not be continuous for this provision to**

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apply. This language is only in effect until the end of FY23 unless both parties mutually agree to extend it.

6. Substitutes for 504/IEP meetings will not be provided under this program.

7. Paraeducators will not be required to do any of their normal duties while on this assignment.

12.7 ~~A.~~ Performing Duties of a Higher Grade: An ~~school-based~~ employee performing duties of an employee in a higher grade who is absent for five (5) or more consecutive work days shall receive the higher rate of pay retroactive to the first day of the assignment. This provision only applies when the position in a higher grade is one covered under this agreement

12.8 Nurses will be required to attend faculty meetings at the discretion of the school-based administrator or the Superintendent/designee. Every reasonable effort shall be made to start faculty meetings on time and to keep meetings as brief as possible. Except in cases of emergency, there shall only be one school-wide faculty meeting per month, which may extend no more than one-half (1/2) hour beyond the regular work day. ~~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 day, ~~one of which may be held before the start of the student day. Every effort will be made to begin such meetings ten (10) minutes after the student dismissal time.~~

12.16 Paraeducators shall have time scheduled during the duty day for consulting with their teachers(s) to adequately fulfill their job responsibilities. This time shall be not less than 30 minutes per week. ~~Paraeducators, when possible, will be provided with time for job-specific responsibilities that cannot be completed while they are with students.~~

### 12.17 Telework

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

- ~~A. 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.~~
- ~~B. Employees who have not demonstrated the ability to meet their professional responsibilities may be required to work on site at the discretion of their supervisor.~~
- ~~C. Upon request a written rationale will be provided by the supervisor to any employee whose request to telework is denied.~~

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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.

### **ARTICLE 13 12** **PROFESSIONAL LEARNING AND REIMBURSEMENT**

13.2 In addition to the above, the Board will provide \$15,000 annually to be administered by Article 1342 Committee for employees to attend professional meetings and conferences for purposes other than licensure or certification.

### **ARTICLE 16** **NEGOTIATION PROCEDURE**

~~16.1 Both parties agree to negotiate in good faith as prescribed in Section 6-501, 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:~~

~~A. Items in the existing Agreement which remain satisfactory to both parties would be continued as part of the new Agreement.~~

~~B. Items in the existing Agreement which are believed in need of change, deletion, or addition by either party may be the subject of new proposals for negotiation.~~

~~C. 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.~~

~~16.2 Every effort will be made to begin negotiations concerning a successor Agreement by November 2, but in no event shall such negotiations begin later than December 2 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 December 2. The Board shall submit in writing to the Association representatives all additional issues upon which it wishes to negotiate not later than December 2. The December 2 deadline can be extended if a later date is mutually accepted by both parties.~~

~~16.3 The Association shall submit names of negotiating team members to the Board chief negotiator before the first negotiation session. Neither party shall have any control over selection of consultants or negotiation representatives of the other party.~~

~~16.4 Negotiating sessions shall be held as frequently as necessary, at a time other than the regular school day for students, unless mutually agreed.~~

~~16.5 If agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, 6-510(e) of the Annotated Code~~

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~~of Maryland, shall apply.~~

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**ARTICLE 17  
SALARIES**

Secretaries and Assistants												
<b>FISCAL YEAR 2023 (Effective July 1, 2022)</b>												
GRADE	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
STEP												
1	\$15.64	\$16.02	\$16.40	\$16.77	\$17.15	\$17.53	\$17.98	\$18.17	\$18.50	\$19.36	\$20.28	\$21.26
2	\$16.15	\$16.55	\$16.97	\$17.37	\$17.80	\$18.23	\$18.71	\$18.94	\$19.30	\$20.24	\$21.16	\$22.17
3	\$16.66	\$17.08	\$17.53	\$17.98	\$18.45	\$18.93	\$19.45	\$19.72	\$20.10	\$21.11	\$22.04	\$23.09
4	\$17.17	\$17.60	\$18.09	\$18.58	\$19.10	\$19.63	\$20.18	\$20.50	\$20.90	\$21.99	\$22.93	\$24.00
5	\$17.68	\$18.13	\$18.66	\$19.19	\$19.76	\$20.33	\$20.91	\$21.27	\$21.70	\$22.86	\$23.81	\$24.92
6	\$18.19	\$18.66	\$19.22	\$19.80	\$20.41	\$21.04	\$21.65	\$22.05	\$22.49	\$23.74	\$24.69	\$25.83
7	\$18.69	\$19.19	\$19.79	\$20.40	\$21.06	\$21.74	\$22.38	\$22.82	\$23.29	\$24.61	\$25.58	\$26.75
8	\$19.20	\$19.71	\$20.35	\$21.01	\$21.71	\$22.44	\$23.12	\$23.60	\$24.09	\$25.48	\$26.46	\$27.67
9	\$19.71	\$20.24	\$20.92	\$21.61	\$22.36	\$23.14	\$23.85	\$24.38	\$24.89	\$26.36	\$27.34	\$28.58
10	\$20.22	\$20.77	\$21.48	\$22.22	\$23.01	\$23.85	\$24.59	\$25.15	\$25.69	\$27.23	\$28.23	\$29.50
11	\$20.73	\$21.30	\$22.04	\$22.82	\$23.67	\$24.55	\$25.32	\$25.93	\$26.49	\$28.11	\$29.11	\$30.41
12	\$21.24	\$21.82	\$22.61	\$23.43	\$24.32	\$25.25	\$26.05	\$26.71	\$27.28	\$28.98	\$29.99	\$31.33
13	\$21.74	\$22.35	\$23.17	\$24.03	\$24.97	\$25.95	\$26.79	\$27.48	\$28.08	\$29.85	\$30.87	\$32.24
14	\$22.25	\$22.88	\$23.74	\$24.64	\$25.62	\$26.65	\$27.52	\$28.26	\$28.88	\$30.73	\$31.76	\$33.16
15	\$22.76	\$23.40	\$24.30	\$25.24	\$26.27	\$27.36	\$28.26	\$29.03	\$29.68	\$31.60	\$32.64	\$34.07
16	\$23.27	\$23.93	\$24.87	\$25.85	\$26.93	\$28.06	\$28.99	\$29.81	\$30.48	\$32.48	\$33.52	\$34.99
17	\$23.78	\$24.46	\$25.43	\$26.45	\$27.58	\$28.76	\$29.73	\$30.59	\$31.28	\$33.35	\$34.41	\$35.91
18	\$24.28	\$24.99	\$25.99	\$27.06	\$28.23	\$29.46	\$30.46	\$31.36	\$32.07	\$34.22	\$35.29	\$36.82
19	\$24.79	\$25.51	\$26.56	\$27.66	\$28.88	\$30.16	\$31.19	\$32.14	\$32.87	\$35.10	\$36.17	\$37.74
Over 19	\$25.30	\$26.04	\$27.12	\$28.27	\$29.53	\$30.87	\$31.93	\$32.92	\$33.67	\$35.97	\$37.05	\$38.65

Longevity

Longevity payments for regular service in the Howard County Public School System are as follows: \$1.00 per hour for employees who have completed 20 or more years of regular service; (the rest of this Longevity section stays the same)

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Interpreters				
<b>FISCAL YEAR 2023 (Effective July 1, 2022)</b>				
GRADE	A	B	C	D
STEP				
1	\$22.71	\$30.11	\$33.33	\$34.62
2	\$22.96	\$31.21	\$34.59	\$35.89
3	\$23.22	\$32.31	\$35.85	\$37.16
4	\$23.48	\$33.41	\$37.11	\$38.42
5	\$23.73	\$34.50	\$38.38	\$39.69
6	\$23.99	\$35.60	\$39.64	\$40.96
7	\$24.24	\$36.70	\$40.90	\$42.22
8	\$24.50	\$37.80	\$42.16	\$43.49
9	\$24.75	\$38.89	\$43.43	\$44.76
10	\$25.01	\$39.99	\$44.69	\$46.02
11	\$25.27	\$41.09	\$45.95	\$47.29
12	\$25.52	\$42.19	\$47.21	\$48.56
13	\$25.78	\$43.29	\$48.48	\$49.82
14	\$26.03	\$44.38	\$49.74	\$51.09
15	\$26.29	\$45.48	\$51.00	\$52.35
16	\$26.55	\$46.58	\$52.26	\$53.62
17	\$26.80	\$47.68	\$53.53	\$54.89

Notes

4.Longevity payments for regular service in the Howard County Public School System are as follows:  
 (the rest of this Longevity section stays the same)

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Nurses		
<b>FISCAL YEAR 2023 (Effective July 1, 2022)</b>		
	School Based, Float Pool	Cluster Nurse
	Hourly Rate	Hourly Rate
	A	B
STEP		
1	\$33.27	\$34.93
2	\$34.38	\$36.09
3	\$35.49	\$37.26
4	\$36.61	\$38.42
5	\$37.72	\$39.58
6	\$38.83	\$40.76
7	\$39.94	\$41.92
8	\$41.06	\$43.08
9	\$42.17	\$44.25
10	\$43.28	\$45.41
11	\$44.39	\$46.59
12	\$45.51	\$47.75
13	\$46.62	\$48.91
14	\$47.73	\$50.08
15	\$48.84	\$51.24
16	\$49.96	\$52.42
17	\$51.07	\$53.58
18	\$52.18	\$54.74
19	\$53.29	\$55.91
20	\$54.40	\$57.07
21	\$55.52	\$58.25

Longevity payments for regular service in the Howard County Public School System are as follows: (the rest of this Longevity section stays the same)



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10 Month Technical Central Office and School Based								
<b>FISCAL YEAR 2023 (Effective July 1, 2022)</b>								
GRADE	20	21	22	23	24	25	26	27
STEP								
1	\$33,087	\$37,810	\$40,902	\$43,670	\$58,323	\$65,973	\$77,368	\$84,367
2	\$34,673	\$39,405	\$42,504	\$45,277	\$59,961	\$67,628	\$79,047	\$86,061
3	\$36,258	\$41,000	\$44,105	\$46,885	\$61,599	\$69,282	\$80,725	\$87,754
4	\$37,843	\$42,595	\$45,707	\$48,492	\$63,238	\$70,936	\$82,404	\$89,447
5	\$39,428	\$44,190	\$47,309	\$50,100	\$64,876	\$72,591	\$84,082	\$91,141
6	\$41,013	\$45,785	\$48,910	\$51,707	\$66,514	\$74,245	\$85,761	\$92,834
7	\$42,598	\$47,380	\$50,512	\$53,315	\$68,152	\$75,900	\$87,439	\$94,527
8	\$44,183	\$48,975	\$52,113	\$54,922	\$69,791	\$77,554	\$89,118	\$96,220
9	\$45,768	\$50,570	\$53,715	\$56,530	\$71,429	\$79,208	\$90,796	\$97,914
10	\$47,354	\$52,165	\$55,316	\$58,137	\$73,067	\$80,863	\$92,474	\$99,607
11	\$48,939	\$53,760	\$56,918	\$59,745	\$74,706	\$82,517	\$94,153	\$101,300
12	\$50,524	\$55,355	\$58,519	\$61,352	\$76,344	\$84,172	\$95,831	\$102,994
13	\$52,109	\$56,950	\$60,121	\$62,960	\$77,982	\$85,826	\$97,510	\$104,687
14	\$53,694	\$58,545	\$61,722	\$64,567	\$79,621	\$87,480	\$99,188	\$106,380
15	\$55,279	\$60,140	\$63,324	\$66,174	\$81,259	\$89,135	\$100,867	\$108,073
16	\$56,864	\$61,735	\$64,925	\$67,782	\$82,897	\$90,789	\$102,545	\$109,767
17	\$58,450	\$63,330	\$66,527	\$69,389	\$84,535	\$92,444	\$104,224	\$111,460
18	\$60,035	\$64,925	\$68,128	\$70,997	\$86,174	\$94,098	\$105,902	\$113,153
19	\$61,620	\$66,520	\$69,730	\$72,604	\$87,812	\$95,752	\$107,580	\$114,847
20	\$63,205	\$68,115	\$71,331	\$74,212	\$89,450	\$97,407	\$109,259	\$116,540
21	\$64,790	\$69,710	\$72,933	\$75,819	\$91,089	\$99,061	\$110,937	\$118,233
22	\$66,375	\$71,305	\$74,534	\$77,427	\$92,727	\$100,716	\$112,616	\$119,926
23	\$67,960	\$72,900	\$76,136	\$79,034	\$94,365	\$102,370	\$114,294	\$121,620
24	\$69,545	\$74,495	\$77,737	\$80,642	\$96,003	\$104,024	\$115,973	\$123,313
25	\$71,131	\$76,090	\$79,339	\$82,249	\$97,642	\$105,679	\$117,651	\$125,006
26	\$72,716	\$77,685	\$80,940	\$83,857	\$99,280	\$107,333	\$119,330	\$126,699
27	\$74,301	\$79,280	\$82,542	\$85,464	\$100,918	\$108,988	\$121,008	\$128,393
28	\$75,886	\$80,875	\$84,144	\$87,072	\$102,557	\$110,642	\$122,686	\$130,086
29	\$77,471	\$82,470	\$85,745	\$88,679	\$104,195	\$112,296	\$124,365	\$131,779

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12 Month Technical Central Office and School Based								
FISCAL YEAR 2023 (Effective July 1, 2022)								
12 mo	20	21	22	23	24	25	26	27
STEP								
1	\$40,027	\$45,748	\$49,497	\$52,851	\$70,607	\$79,880	\$93,690	\$102,173
2	\$41,689	\$47,421	\$51,176	\$54,536	\$72,325	\$81,614	\$95,449	\$103,947
3	\$43,351	\$49,093	\$52,855	\$56,221	\$74,042	\$83,348	\$97,208	\$105,721
4	\$45,013	\$50,765	\$54,534	\$57,906	\$75,759	\$85,082	\$98,967	\$107,495
5	\$46,675	\$52,438	\$56,213	\$59,592	\$77,476	\$86,816	\$100,725	\$109,269
6	\$48,337	\$54,110	\$57,892	\$61,277	\$79,194	\$88,550	\$102,484	\$111,044
7	\$50,000	\$55,783	\$59,572	\$62,962	\$80,911	\$90,284	\$104,243	\$112,818
8	\$51,662	\$57,455	\$61,251	\$64,647	\$82,628	\$92,017	\$106,002	\$114,592
9	\$53,324	\$59,128	\$62,930	\$66,333	\$84,345	\$93,751	\$107,761	\$116,366
10	\$54,986	\$60,800	\$64,609	\$68,018	\$86,063	\$95,485	\$109,520	\$118,140
11	\$56,648	\$62,472	\$66,288	\$69,703	\$87,780	\$97,219	\$111,279	\$119,914
12	\$58,310	\$64,145	\$67,967	\$71,388	\$89,497	\$98,953	\$113,038	\$121,689
13	\$59,972	\$65,817	\$69,646	\$73,073	\$91,214	\$100,687	\$114,796	\$123,463
14	\$61,634	\$67,490	\$71,325	\$74,759	\$92,932	\$102,421	\$116,555	\$125,237
15	\$63,296	\$69,162	\$73,005	\$76,444	\$94,649	\$104,155	\$118,314	\$127,011
16	\$64,958	\$70,835	\$74,684	\$78,129	\$96,366	\$105,889	\$120,073	\$128,785
17	\$66,621	\$72,507	\$76,363	\$79,814	\$98,083	\$107,623	\$121,832	\$130,559
18	\$68,283	\$74,179	\$78,042	\$81,499	\$99,800	\$109,357	\$123,591	\$132,333
19	\$69,945	\$75,852	\$79,721	\$83,185	\$101,518	\$111,090	\$125,350	\$134,108
20	\$71,607	\$77,524	\$81,400	\$84,870	\$103,235	\$112,824	\$127,109	\$135,882
21	\$73,269	\$79,197	\$83,079	\$86,555	\$104,952	\$114,558	\$128,867	\$137,656
22	\$74,931	\$80,869	\$84,759	\$88,240	\$106,669	\$116,292	\$130,626	\$139,430
23	\$76,593	\$82,542	\$86,438	\$89,925	\$108,387	\$118,026	\$132,385	\$141,204
24	\$78,255	\$84,214	\$88,117	\$91,611	\$110,104	\$119,760	\$134,144	\$142,978
25	\$79,917	\$85,886	\$89,796	\$93,296	\$111,821	\$121,494	\$135,903	\$144,753
26	\$81,580	\$87,559	\$91,475	\$94,981	\$113,538	\$123,228	\$137,662	\$146,527
27	\$83,242	\$89,231	\$93,154	\$96,666	\$115,256	\$124,962	\$139,421	\$148,301
28	\$84,904	\$90,904	\$94,833	\$98,351	\$116,973	\$126,696	\$141,180	\$150,075

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Food & Nutrition Services		
Assistants		
<b>FISCAL YEAR 2023 (Effective July 1, 2022)</b>		
	GRADE	GRADE
STEP	II	III
1	\$15.17	\$15.84
2	\$15.78	\$16.50
3	\$16.40	\$17.17
4	\$17.01	\$17.83
5	\$17.62	\$18.50
6	\$18.23	\$19.16
7	\$18.84	\$19.83
8	\$19.45	\$20.49
9	\$20.06	\$21.15
10	\$20.67	\$21.82
11	\$21.28	\$22.48
12	\$21.89	\$23.15
13	\$22.50	\$23.81
14	\$23.11	\$24.48

**ARTICLE 18  
DEDUCTIONS FROM SALARY**

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

1. Deductions shall be made in equal installments beginning with the last pay in September or the first pay in October, providing the list of names and dollar amounts of those Association members who authorize deductions is presented to the Payroll Department at least ten (10) calendar days prior to the first pay date in October.
  2. The Association will certify to the Board in writing the current rate of membership dues.
  3. The Association will give the Board thirty (30) days' written notice prior to the effective date of any change in the rate of dues.
  4. In the event an employee terminates employment, the Board shall deduct, when possible, the unpaid dues for the current membership year from the employee's final check and transmit these dues promptly to the Association.
- A. Payroll deductions will be available at the request of the individual employee for:
1. Credit Union
  2. Educators' Financial Group
  3. Fund for Children and Public Education
  4. Help-A-Child Fund
  5. Horace Mann Life
  6. Hospitalization, Health, Major Medical
  7. MD State Retirement and Pension System
  8. Tax Sheltered Annuities in existence and utilized by unit members during the 1989-90 school year.
  9. Additional tax sheltered annuities as established by the Board of Education based on criteria developed by the Board of Education. It is understood the companies agree to cooperate with the Board in the collection procedures.
  10. ESP Association Dues
  11. United Teacher Association Insurance
  12. United Way (Including Bright Minds Foundation)
  13. Voluntary benefits, including short term disability
- C. The Board agrees to deduct charitable contributions from employees' salaries only when the employee has duly authorized such deduction and has voluntarily determined the amount of such a contribution. No individual quotas will be established. Employees shall

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not be pressured to give to charities.

- D. The rights and/or privileges granted to the Association will not be granted to any other ESP group or organization during the term of this Agreement.

**ARTICLE 19 18  
DURATION**

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2022~~1~~ and shall continue in full force and effect through June 30, 2023~~2~~.

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.

~~This Tentative Agreement (TA) is contingent upon the Board of Education receiving or identifying sufficient revenue to fund the fiscal items. In the event the TA is not fully funded for the duration of this Agreement the parties shall engage in further negotiations.~~

~~The Association and the Board will reopen negotiations for the 2022-23 school year on a date mutually agreed upon between November 2<sup>nd</sup>, but no later than December 2<sup>nd</sup> unless a later date is mutually acceptable to both parties. The Parties agree that Article 14, Insurance Protection is not subject to negotiations for 2022-23.~~

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;
- 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 ~~themselves himself/herself~~, one (1) representative from each of the other employee groups appointed by their president or the president may appoint ~~themselves himself/herself~~, and one (1) person representing the retired employees' association.

The Association/Union representative appointed to the committee shall be released from ~~his/her~~ ~~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

### FAMILY CRISIS LEAVE EXCHANGE

The purpose of the Family Crisis Leave Exchange (FCLE) is to provide sick leave to HCEA-ESP 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-ESP unit members~~. For a definition of “accumulated”, please see Article 1.5.I.

#### 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) †
- 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:

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- 16-29 accrued days = 1day available to donate
- 30+ accrued days = up to 2 days available to donate