

Master Agreement

BETWEEN

The Howard County Board of Education

and the

**Howard County Education Association –
Educational Support Professionals**

Beginning July 1, 2022 and Ending June 30, 2023

This is a One (1) Year Agreement



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Article 1: Recognition

- 1.1 Pursuant to and in conformity with Title 6, Subtitle 5, of the Education Article of the Annotated Code of Maryland, the Board recognizes the Association as the sole and exclusive bargaining agent for all employees within the unit defined herein.
- 1.2 Bargaining Unit - The bargaining unit shall include all non-certificated, non-supervisory personnel eligible for inclusion employed 700 hours per year except the following:

Employees employed between 650-700 hours per year shall be eligible members of the bargaining unit only if they are employed in a job sharing capacity.
- 1.3 Food and Nutrition Service Assistants employed 500 hours or more per year shall be eligible for inclusion into the HCEA-ESP Bargaining Unit.
- 1.4 Confidential Employees
 - A. Confidential employees shall be those designated by the Board after negotiation with applicable employee organizations pursuant to Section 6-501 et seq. of the Education Article of the Annotated Code of Maryland.
 - B. The Superintendent/designee will provide written notice to any employee designated as confidential within ten (10) days of being so designated.
- 1.5 Definitions
 - A. Employee - Unless otherwise indicated, the term "employee(s)" shall refer to all members of the bargaining unit.
 - B. Temporary Employees - Any employee hired for a period of not more than three consecutive months to fill a temporary job or for any period of time to replace an employee on approved leave. Temporary employees are not eligible to be members of the bargaining unit.
 - C. Paraeducator - Unless otherwise indicated, the term "paraeducator" refers to those bargaining unit members providing instructional support to students, including instructional, special education, media, science, BSAP, and ESOL assistants, through the end of the agreement.
 - D. Paraprofessional – Unless otherwise indicated, the term "paraprofessional" shall refer to all members of the bargaining unit.
 - E. Seniority - Seniority shall be defined as continuous length of service in the Howard County Public School System.
 1. Calculation - For a full-time employee, seniority shall be calculated from the date that the employee first reported to work. Seniority rights shall become effective following completion of the probationary period of 120 work days, retroactive to the first date of employment. For part-time employees excluded from the bargaining unit who become full-time employees as defined in this Agreement, seniority shall be retroactive to the first day of part-time employment.

2. Interruption in Service - Approved leaves of absences will neither count toward years of service for seniority purposes, nor be considered a break in service.
 3. Termination of Rights - An employee shall lose seniority rights if they resign, except that persons returning to employment with HCPSS shall have all of their accumulated sick leave restored.
- F. Non-certificated - Employees whose positions do not require as a qualification a professional certificate as defined by Maryland State Department of Education (MSDE) regulations.
- G. Non-supervisory - Employees who do not direct the work of others.
- H. Probationary employee - An employee who has worked less than 120 days from the first day of employment or who is serving a new re-evaluation period of 60 work days due to promotion.
- I. Accumulated – For the purpose of this agreement, the term “accumulated” shall refer to earned leave, not unearned leave.
- 1.6 All newly created job titles eligible for inclusion into the Howard County Education Association Educational Support Professional unit shall be designated for inclusion in said unit.
- 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 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 employee

representatives all additional issues upon which it wishes to negotiate no later than the first negotiating session.

- 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: Grievance Procedure

3.1 Definitions

- A. Grievant - An employee or group of employees or the Association filing a grievance.
- B. Grievance - A written statement by a grievant that a dispute or disagreement exists involving the express provisions of the terms of this Agreement that relate to salaries, wages, hours, and other working conditions.
- C. Employer - The Board of Education or its administrative officers.
- D. Duty Day – Any day the employee would regularly be scheduled to work. Days on which the school system would normally be open but is closed, and the employee is not working on that day, will not count as duty days for the purposes of deadlines.

3.2 Procedures

- A. It is most desirable for an employee and their immediate supervisor to resolve the dispute through informal communications. In the event that informal communications fail to resolve the dispute, the employee may file a grievance or the Association may file a grievance on behalf of the employee(s).
- B. The employee or Association must submit a written statement regarding the alleged grievance to the employee's immediate supervisor within twenty (20) duty days following the date of the occurrence (of alleged grievance).

The employee or Association's written grievance must include at least the following:

- Name (and signature) of the grievant(s)
 - Job assignment(s) and location(s)
 - Description of grievance and the facts involved, including relevant dates
 - Reference to the express provision(s) of this Agreement
 - Remedy sought
- C. A grievance shall be presented in the following steps:
 1. Step I - Between the Grievant and their representative, and/or the Association, at the request of the grievant, and the employee's immediate supervisor and/or their

designated representative. The immediate supervisor shall schedule a meeting with the employee within ten (10) duty days after receiving the written statement from the employee. The immediate supervisor shall respond to the employee in writing within ten (10) duty days after the meeting as to their disposition of the grievance. In the event that the grievant is not satisfied with the supervisor's response, they may appeal to Step II.

If the grievance affects two or more bargaining unit employees, the Association may submit such grievance in writing to the superintendent directly, and the processing of the grievance shall be commenced at Step II.

2. Step II - Between the Grievant and the Superintendent's designee. Within ten (10) duty days of the receipt of the supervisor's response (Step I), the employee may appeal the immediate supervisor's decision to the Superintendent's designee. The appeal must be in writing. The Superintendent's designee shall arrange for a meeting with the employee within ten (10) duty days after receipt of the written appeal. The immediate supervisor may be present at a Step II hearing at the discretion of the Superintendent/designee.

The Superintendent designee shall provide a written decision pursuant to the grievance within ten (10) duty days after completion of the meeting.

3. Step III - Submitted to Arbitration - In the event that the employee and the Association are not satisfied with the decision at Step II, the grievance may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within 40 calendar days from the date the decision at Step II was forwarded via certified mail. Grievances filed by the Association are not subject to binding arbitration. The arbitrator's decision shall be final and binding on all the parties.

The jurisdiction and authority of the arbitrator and any opinion of award shall be confined to the express provisions of this Agreement at issue between the Association and the Board. The arbitrator shall not add to, alter from, amend, or modify any provision/s of this Agreement. The costs of the aforementioned arbitration shall be equally divided between the Association and the Board.

4. After the Board is advised by the Association of a decision to submit a grievance to binding arbitration under paragraph C, the Board and the Association may within 15 school days agree to a pre-arbitration conference as set forth in D.
5. The parties may mutually agree to utilize a mediation process with the Federal Mediation and Conciliation Service (FMCS) in an effort to resolve a grievance. Such procedure may be agreed upon and implemented between the appeal to arbitration and the scheduling of an arbitration hearing (Step III).

- D. 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 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.

- 3.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
- 3.4 Meeting - Grievance meetings and hearings will be scheduled to commence at 10:00 a.m., when no more than two employees of the Board of Education of Howard County (including the Grievant and/or Grievants) are required by the Association to testify. In any case in which the Association will require the attendance of more than two employees, the meeting will be scheduled to commence at 4:00 p.m. If the parties mutually agree, the meeting may commence at an earlier or later time.
- 3.5 Records - A record of a grievance shall not be included in any employee's personnel file.
- 3.6 Association Representation - All employees shall have the right of Association representation at each step of the grievance procedure. Copies of employer decisions given at any step of the grievance procedure in any grievance whatsoever shall be given to the Association.
- 3.7 No Reprisals - No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

Article 4: Association Rights

- 4.1 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 – There will be bulletin board space of appropriate size reserved for the Association, in an appropriate place in each school building, for the purpose of displaying notices, circulars, and such material. Copies of all such material will be given to the building principal, but their advance approval will not be required.
- 4.3 Association Communications - The Association shall be permitted to utilize the school delivery system (PONY) for the distribution of Association materials, provided that such distribution does not interfere with the distribution of the materials of the school system. However, the Association agrees not to use the school delivery system for the following:
 - Political materials.
 - Advertising materials for business establishments or brand name materials not contained in official Association publications.
- 4.4 Association Meetings –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 - 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.

- 4.6 Information to the Association - The Board shall provide the Association, upon request, available information developed by the school system which is reasonably necessary to represent employees in negotiations and grievances. Such information shall not be unreasonably withheld.
- 4.7 Board Meetings - The Association will be provided a written copy of the Board meeting agenda prior to the meetings.

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

- 4.8 Exclusivity - Pursuant to appropriate laws, the rights and/or privileges granted to the Association in these procedures will not be granted to any other employee organization seeking to represent members of the unit.
- 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 representation by the Association. Said bargaining unit lists shall be provided on a quarterly basis, however, the information for new hires shall be provided within 30 days of hire.

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

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

- 4.10 Notices - The Association shall receive notices of all unit position vacancies via distribution of approved circulars.
- 4.11 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.

- 4.12 Orientation – The Association shall be allowed to distribute materials to new employees through the Office of Human Resources. The Association shall be notified at least 10 days in advance of all employees processing session dates and times and also be provided a place on the agenda.
- 4.13 No employee will be prevented from wearing pins or other identification of Association membership.
- 4.14 The Superintendent shall be available upon reasonable request to meet with representatives of the Association.

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- 4.15 The appropriate administrator or supervisors shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement.
- 4.16 Employees shall be allowed to attend professional meetings occurring during the defined work day with the approval of the Superintendent/designee.
- 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.
- 4.18 The Board shall furnish to the Association available information concerning the financial resources of the system including, but not limited to: annual financial reports, names of personnel, individual and employee group health insurance premiums and experience figures, and such other information that shall assist the Association in developing intelligent, accurate and constructive programs on behalf of the employees and the students as well as informed proposals during the course of negotiations.
- 4.19 Association representatives and the Board of Directors members shall 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.
- 4.20 The Association president shall have access to the sick leave bank when 15 days of Association provided sick leave are exhausted.
- 4.21 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 15th, membership costs will be collected for the entire year. If a withdrawal of membership occurs after September 15th, full membership dues will be deducted by payroll for that year unless there are insufficient funds in the employee's final paycheck, then HCEA will be responsible for collecting any balance that remains outstanding.
- 4.22 The Board shall provide the Association written notification of any change to a position description (for positions covered under this agreement) as soon as reasonably possible.
- This language is not subject to the grievance process.
- 4.23 The Association and the Board agree that it is mutually advantageous to have Association bargaining units represented on HCPSS Board policy groups and committees.
- 4.24 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: 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.
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- 5.2 Personal Life - The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may prevent the employee from properly performing their assigned duties or for any conduct or for any activity that may be inconsistent with Howard County Board of Education administrative policies and procedures.
- 5.3 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
- 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.
 - C. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating such employee will be investigated and called to their attention unless the investigation is conducted by a law enforcement, social services, or other similar agency. Any such investigation and subsequent proceedings will be handled in a manner that assures appropriate confidentiality and protection of the subject unit member.
- 5.5 Employees shall be provided due process before the imposition of any discipline.
- A. Prior to any due process hearing/meeting, the employee will be advised that disciplinary action is being considered.
 - B. The employee will be advised of their right to have Association representation at the due process hearing/meeting. Association representative (s) shall be entitled to accompany and represent the employee at the meeting.
 - C. Upon request, when necessary for the employee to arrange for an Association representative to attend the meeting, this meeting may be delayed an additional duty day.
- 5.6 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
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Association representative to attend the meeting, this meeting may be delayed an additional duty day

- 5.7 Employees shall be provided time to complete the HCPSS required online compliance training within the duty day.

Article 6: Personnel Employment

- 6.1 Voluntary Transfer Procedures – Paraeducators, health assistants, security assistants, and student assistants who voluntarily desire to transfer to another building or department for the following school year shall notify the Office of Human Resources and/or each school, as appropriate, of such request between December 1 and April 1 of the current school year. Employees shall follow the established procedure delineated in the Online Voluntary Transfer Request Process. The request shall include the name of the location associated with the request.
- A. The substantive determination of requests for voluntary transfers is within the exclusive province of the Superintendent of Schools and, as such, is not negotiable or subject to the grievance procedure. However, if the Superintendent determines that more than one employee is equally qualified for the position, it is recommended that the order for filling the vacancy be based on seniority.
 - B. Recommendations for voluntary transfers for paraeducators, health assistants, security assistants, and student assistants for the ensuing year will not be accepted and/or processed after August 1. With the approval of the releasing principal, this date can be waived until August 15 if the request does not cause a hardship on the educational program. An employee will have until August 1 to withdraw their transfer request or accept/deny in writing via email, any transfer offered by the principal. The acceptance/denial must be made within 24 hours of the written email transfer offer from the principal. If the employee declines the transfer offer, or fails to respond within 24 hours after the offer, their name will be removed from that school's transfer list for that school year.
 - C. A paraeducator, health assistant, security assistant, or student assistant may voluntarily transfer after October 1 during the school year provided the sending and receiving principals agree with the transfer and there is no disruption of the educational program as determined by the respective school principal. Paraeducators will not be released until a replacement is found for the transferring assistant.
 - 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.
 - E. Student Assistants - Reassignment/Transfer - If the student that the student assistant is assigned to leaves the school and transfers to another Howard County Public School, then the student assistant may be transferred to that school with the child. If the assigned student leaves the county, then the student assistant shall be reassigned an equivalent position with job duties substantially similar to their former position. When the IEP team determines that the student no longer requires a student assistant, then the student assistant shall be

assigned to an equivalent position with job duties substantially similar to their former position.

- 6.2 Involuntary Transfer Procedures - An employee will be involuntarily transferred when the number of unit positions or job classifications at a work site or department needs to be reduced. Notice of any involuntary transfer shall be provided to the employee thirty (30) calendar days prior to any transfer, except under extenuating circumstances. The Association will receive in a timely manner an involuntary transfer list detailing the names, positions, and work locations of impacted unit members.
- A. Principals or supervisors will request volunteers from among those affected by the need for transfer. If there are insufficient or no volunteers, then the principal or supervisor should consider the following in determining involuntary transfers from their school:
1. Employee's area of experience and training
 2. Length of service in the Howard County Public School System
 3. The number of times an employee has been involuntarily transferred and how recently the involuntary transfers were made
 4. Other relevant factors including, among other things, state and/or federal laws, rules, regulations, or administrative directives
- B. Principals or supervisors should consider probationary employees for involuntary transfers before those unit members who have completed their probationary period. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion.
- C. The substantive determination of persons to be retained at the work site, department, or within the school system is within the exclusive authority of the Superintendent of Schools and, as such, is not subject to negotiation or to the grievance procedure. However, it is recommended that the order of transfer among those not selected for retention, who are therefore eligible to be involuntarily transferred, be based on length of service.
- D. Reinstatement (Involuntary Transfers) - If an employee is involuntarily transferred, the employee shall be notified and offered an opportunity to apply to return to that position if the same position is restored within the school year or by October 15 of the current school year if said transfer occurred at the end of the previous school year.
- 6.3 Administrative Reassignment/Transfer – An administrative reassignment/transfer is a change in assignment or work location at the initiation of the superintendent/designee. Whenever possible, and in general, initial notification on the part of the supervisor to the employee they will be recommending for administrative transfer should occur at least two (2) calendar weeks prior to any reassignment/transfer and by March 15 except under extenuating circumstances.
- 6.4 Promotions - Vacancies shall be posted online through the Office of Human Resources. All current employees shall be eligible, depending upon their qualifications, to be considered for any promotional position. The Board will encourage supervisors to interview current employees, depending upon their qualifications, for any promotional position. Internal applicants for

positions within the bargaining unit will be notified in a reasonable period of time when the vacancy has been filled.

- 6.5 Reductions in Force - A layoff is any fiscal, enrollment, or administrative related action resulting in the system loss of personnel/positions within the unit.
- A. Notice - In case the Board of Education must implement a layoff, resulting in the loss of employment of unit members within the school system, due to any budget, administrative, and/or enrollment or food service participation related action, notice must be given to the employee and to the Association within 15 days of final action of the Board or fiscal authority as appropriate or June 30. The employee and the Association shall be provided with at least 30 calendar days advance notice of the effective date for any reductions in force after July 1.
- B. In the event it becomes necessary to lay off employees, the layoff order shall be as follows:
1. Temporary employees within the grade/classification.
 2. Probationary employees within the grade/classification. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to promotion or transfer.
 3. Non-probationary employees within the grade/classification.
- C. Within each of the categories identified in B, the Superintendent may consider the following:
1. Work-related performance
 2. Area of competence, education, and experience required
 3. Length of service in the Howard County Public School System
 4. Needs of the respective school and/or school system
 5. Other relevant factors regarding the programs/services or those factors as determined by the Superintendent/designee

The presence of these provisions in B and C shall not be considered an admission of negotiability regarding such items.

- D. Recall - Employees on layoff shall be recalled in the inverse order of layoff. New employees will not be hired while there are qualified employees on layoff.
- E. Recall Notice - An employee on layoff shall be notified of recall by telephone and/or letter sent to the last address on record. The employee shall respond to the Office of Human Resources within fifteen (15) calendar days after receipt of the notification of the vacancy as to whether or not they will accept or reject the offer of the position. A nonresponse or a response received after fifteen (15) calendar days will be deemed as a rejection.

At the end of the one year the employee shall notify the Superintendent/designee if they desire to remain on the recall list for the second year. An employee may not remain on the list beyond the second year.

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- F. Benefit Continuation - An employee on layoff 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.
- 6.6 Placement on the salary schedule – 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:
1. Be full time
 2. Last at least three years
 3. Have a gap of three (3) years or less
 4. In total not have ended more than three years prior to hire or promotion
- B. Hires with previous Howard County Public School System experience will be given unlimited year-for-year credit for Howard County Public School System experience if returning within four years of the previous departure from HCPSS.
- C. Effective with employees hired on or after July 1, 2018, credit not to exceed two (2) years for military experience or alternative civilian service required by the selective service system and not to exceed two (2) years for the Peace Corps, VISTA or National Teacher Corps work will be given upon initial employment.
- 6.7 Effective July 1, 2005, all new hires must either authorize direct deposit of pay or obtain a money card.
- 6.8 Employees hired on or after April 1 shall not be eligible for a step increase in the subsequent fiscal year.
- 6.9 All school-based employees will be notified in writing by July 1 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.
- 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: Evaluation

- 7.1 Purpose - The parties agree that the primary purposes of the evaluation process are to assess performance and to identify and improve employee performance by utilizing assessment procedures coupled with recommendations for improvement.
- 7.2 All evaluation procedures shall be communicated to employees, administrators, and supervisors between September 1 and October 15 of each school year. All employees shall be evaluated in accordance with the policies, regulations, procedures, and administrative directives of the Board and/or Superintendent/designee.
- 7.3 A current employee promoted into a new position will be re-evaluated at the end of 60 working days in the new position. The employee shall be offered professional learning opportunities to meet current position requirements.
- 7.4 All aspects of the evaluation process shall be conducted in a confidential manner.
- 7.5 Within five (5) duty days of the completion of the employee's evaluation, a copy of the evaluation shall be provided to the employee. A conference will be held with the employee. Employees shall have up to three (3) work days to respond to the written evaluation.
- 7.6 Comments - The employee shall have the right to attach any comments they want to attach to the evaluation materials.
- 7.7 Observations
- A. Any observation of the employee's work performance shall be conducted openly and with full knowledge of the employee.
 - B. Any observation of the employee that may be used for evaluation purposes shall be in writing and a copy given to the employee. If requested by the employee, a post- observation conference shall be held within five (5) duty days of any formal observation.
 - C. For any observation less than satisfactory, the evaluator shall provide written suggestions for improvement.
- 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 observer and/or 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: Leaves

- 8.1 Sick Leave
- A. Unless otherwise noted in this section, sick leave shall be used for the personal health needs of the employee.

- 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 day of the 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.
- C. Accumulation - Unused sick leave shall accumulate from year to year without limit.
- 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.
- E. Employees will be allowed to use sick leave for an illness in the immediate family.
- F. Employees must request and use sick leave beginning with one (1) full hour increment and then in increments of one-half (.5) hour.

8.2 Personal Leave

- A. Three (3) days of paid personal leave per year shall be provided 10-month employee. Four (4) days of paid personal leave per year shall be provided to each 11-month and 12-month employee.
- B. Accumulation - Unused personal leave shall be allowed to be accumulated, up to a maximum of five (5) days. Any personal leave accumulated beyond five (5) shall be converted to sick leave.
- C. Notice - The employee will notify their supervisor twenty-four (24) hours in advance of their absence except in cases of emergency. Employees shall not be required to give reasons.
- D. Personal leave may not be taken on the day preceding or following a holiday or vacation except upon approval of the Superintendent's designee.
- E. Employees must request and use personal leave beginning with one (1) full hour increment and then in increments of one-half (.5) hour.
- F. An employee on probation shall earn personal leave, but must complete 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, sibling, spouse, parent-in-law, child-in-law, sibling-in-law, grandparent, grandchild, step-child, step-parent, step-sibling, grandparent of spouse, biological parent of the employee's child, or of anyone who has lived regularly in the household of the employee for at least two (2) years within the last five (5) years.

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

Employees may use two (2) days of the allowable bereavement leave within 100 duty days of the relative's death.

Requests for exceptions to the provisions cited above may be submitted to the Office of Human Resources and will be evaluated on a case-by-case basis.

8.4 Annual Leave:

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 |
|-------------------------|-----------------------------|
| 1-5 | 18 |
| 6-9 | 19 |
| 10+ | 22 |

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

| | 18 | 19 | 22 |
|-----------|-----|-----|------|
| July | 1.5 | 2 | 2 |
| August | 1.5 | 1.5 | 1.75 |
| September | 1.5 | 1.5 | 1.75 |
| October | 1.5 | 1.5 | 2 |
| November | 1.5 | 1.5 | 1.75 |
| December | 1.5 | 1.5 | 1.75 |
| January | 1.5 | 2 | 2 |
| February | 1.5 | 1.5 | 1.75 |
| March | 1.5 | 1.5 | 1.75 |
| April | 1.5 | 1.5 | 2 |
| May | 1.5 | 1.5 | 1.75 |
| June | 1.5 | 1.5 | 1.75 |

- 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.
- D. Annual leave must be requested at least 24 hours in advance on the form prescribed by the Board. The 24 hour notification may be waived in emergency situations.
- E. Employees must request and use annual leave beginning with one (1) full hour increment and then in increments of one-half (.5) hour.
- F. The immediate supervisor shall inform the employee of the disposition of any leave request in a timely manner.
- G. 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.

8.5 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 – 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 employee returns from such leave they must work for a minimum of (1) year before being granted an additional leave under this section.

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

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

1. 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.

8.7 Legal Proceedings

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

8.8 Military Leave

Requests for leave for military service should be submitted to the Office of Human Resources and will be approved in compliance with current federal law/regulation.

Eligible employees will also receive up to fifteen (15) days of paid leave per year for military training.

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 General Leave

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.

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 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 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 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 who is elected MSEA president or vice-president or NEA president or vice president will, upon request by HCEA, be granted a leave of absence without pay or other benefits for the year(s) the employee is president.

- A. An individual elected to serve as President of the Howard County Education Association shall become or remain a full-time employee of the Howard County Public School System and shall be granted leave status for the period of their term. For individuals who are part-time prior to being elected president, there is no guarantee of a return to a part-time position once the term expires.
- B. During their term, the President of HCEA shall be placed on the twelve month Central Office Technical salary scale, Grade 26, Step 23.

- C. 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 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.
- D. Upon completion of their term(s) the HCEA President will return to their original position or a similar position and salary and will be considered as if they were actively employed by the Board 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.

8.15 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.

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) 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 and 8.14, 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. 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 9: Workers' Compensation Leave

9.1 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-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 of this Agreement without affecting any benefits which may be due under the workers' compensation law.

Article 10: Protection of Members

- 10.1 Any physical and/or verbal assault upon an employee by a student, including special education students, shall be investigated by the school administrator and/or Superintendent/designee. The employee shall be informed of the results of the investigation to the extent provided for by statute.
 - A. Any physical assault made upon an employee by a student shall result in suspension of said student based on an investigation of the incident conducted by the school administrator. Special education students are exempt from this provision.
 - B. The employee may request a conference with the school administrator and/or Superintendent/designee to discuss such an incident and/or the corrective action taken.
 - C. The "Student Code of Conduct" shall be followed by the school administrator in reviewing individual student disciplinary actions. The Final school building level authority for the student disciplinary action is the school principal.
 - 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 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 personal property or injury caused by a student the board will take the lead in seeking restitution from the family.
- 10.3 Health Room Control - Any nurse or health assistant threatened with physical abuse or abused in connection with their employment shall immediately report the incident in writing to their school administrator and the Health Services Coordinator. Incidents involving verbal abuse shall be reported in a similar manner. The nurse or health assistant may request a conference with the Health Services Coordinator to discuss any incidents or the corrective action taken.
- 10.4 In the event of bomb threats against school system property, employees will not be asked to search for bombs.
- 10.5 All schools shall have a two-way communication system in which an employee can initiate calls to the school office. Schools presently without such systems shall have them included in their safety and security plan.
- 10.6 The Board shall provide an Employee Assistance Program (EAP) for employees who voluntarily seek assistance.

- 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: Emergency Closings

- 11.1 In the event that central office and schools are closed for an emergency reason by the Superintendent, employees shall not be required to report to work. No leave of any type shall be reduced to cover such employee absence, nor shall any loss of pay or benefits be incurred. If employees are requested to work on such days for emergency reasons, they shall be paid time and a half for all hours worked. Ten-month assistants and nurses shall not be required to report to school when schools are closed for inclement weather.
- 11.2 If schools are closed for students, but a determination is made to open the central office and school offices, all 12-month employees may report to work up to one hundred twenty (120) minutes later than their regular starting time or exercise liberal leave. Liberal leave is the employee's use of existing personal or annual leave. Ten and eleven-month employees will not report to work, except for emergency personnel.
- 11.3 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.
- 11.4 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.
- 11.5 Delayed Openings
- A. On delayed openings, 10-month school-based secretaries, clerks, paraeducators, health assistants, security assistants, 10/11/12 month nurses, and interpreters may report twenty minutes before the scheduled student starting time on said day.
 - B. Central office technical, central office secretaries and twelve-month school-based secretaries may report one hour past their normal reporting time for a one-hour delay. For a two-hour delay, these employees may report two hours later than their normal reporting time.

- C. On delayed openings, the reporting time for Food and Nutrition Service Assistants remains the same within safety limits. A “call-in” number will be available for Food and Nutrition employees to receive up-to-date information regarding the operating status of the system.
- 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: Working Hours and Working Conditions

12.1 Duty Year

- A. The duty year for student assistants and interpreters shall be 196 workdays including paid holidays.

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

- B. The duty year for 10-month paraeducators, security assistants, central office technical employees, nurses and health assistants shall be 204 work days including paid holidays. For central office technical employees and nurses, the duty year may be adjusted based on administrative directives and decisions of the Superintendent/designee.
- C. The duty year for 10-month secretaries and clerks shall be 210 work days, including paid holidays. Additionally, each elementary schools will be granted an additional 21 hours in the summer for teachers' secretaries to work. Prior to the scheduling of summer hours, the principal/designee will solicit volunteers. The scheduling of summer hours will be determined by the principal/designee. Summer hours will be paid at the appropriate hourly salary rate, which includes any longevity.
- D. The duty year for 11-month nurses and central office technical employees shall be 222 days including paid holidays. The duty year may be adjusted based on administrative directives and decisions of the Superintendent/designee.
- E. The duty year for 11-month registrars shall be 230 work days including paid holidays.
- F. The duty year for 12-month employees shall be equivalent to the number of weekdays in the fiscal year including paid holidays.
- G. The duty year for Food and Nutrition Service Assistants will include all days students receive breakfast and/or lunch in school during the regular school year.
- H. If the school system's annual calendar is changed after decisions are made regarding any duty days for employees whose job allows them to have the ability to determine some/all of their duty days, those employees will be notified and will have the opportunity to readjust their duty days if their supervisor agrees to the readjustment.

12.2 Duty Day

- A. Paraeducators will work a 7-1/2 hour day which includes a 30-minute unpaid duty-free lunch period. The Board will make every effort to assign non-instructional duties to assistants on an equitable basis. Whenever possible, elementary school paraeducators and student assistants will not be assigned to more than one (1) lunch or recess duty per day.
- B. Secretarial/clerical personnel will work the following hours based on assignment:
 - 1. 7-1/2 hours a day which includes a 30 minute unpaid lunch period
 - 2. 8 hours a day which includes a 60 minute unpaid lunch period
 - 3. 8-1/2 hours a day which includes a 30 minute unpaid lunch period
 - 4. 9 hours a day which includes a 60 minute unpaid lunch period
- C. All school-based principals' secretaries will work an 8-1/2 hour day which includes a 30-minute unpaid lunch period.
- D. Student assistants will work 7 hours per day which includes a 30-minute unpaid duty-free lunch period.
- E. Nurses shall work 7-1/2 hours including a thirty (30) minute duty-free, unpaid lunch period. The reporting and dismissal time at each work location shall be established by the Superintendent/designee.
- F. Interpreters shall work 7 hours including a thirty (30) minute duty-free, unpaid lunch period. The regular assigned work day may be adjusted by the Superintendent/designee. The reporting and dismissal time at each work location shall be established by the Superintendent/designee.

Sign language interpreters shall have 90 minutes per week of self-directed time for the completion of work related to their role as interpreters.
- G. Central office technical employees shall work 8 hours including a 60 minute duty-free, unpaid lunch period. The reporting and dismissal time at each work location shall be established by the Superintendent/designee.
- H. Security assistants shall work an 8-1/2 hour day with a 30-minute duty-free lunch.
- I. The work day for Food and Nutrition Service Assistants will be established by the Superintendent/designee prior to the beginning of each school year. This schedule will constitute a minimum of hours to be worked by each employee that year and shall not be reduced without mutual agreement of the employee and their manager. This will not preclude the ability of each employee to work more than the minimum agreed upon hours each day/year as determined by management.

Food service employees will not be required to take their duty free lunch break at the end of their shift.
- J. Principals and department/office supervisors will schedule AM and PM breaks on full workdays (excluding in-service/professional days) for clerical/secretarial employees, paraeducators, interpreters, security assistants and student assistants in consultation with employees. The

schedule shall be created and shared with staff prior to the end of the first student week.

However, as student enrollment changes this schedule may be changed to meet the operational needs of the school/work site. Such breaks may be temporarily reduced or eliminated at the principals/supervisors discretion, based on the needs of the school/office. No reporting, lunch, or dismissal times shall be adjusted because the employee does not get or take a scheduled break. At the principals/supervisors' discretion, such breaks may also be scheduled for other paraprofessional employees.

- K. Paraeducators, secretaries, nurses and health assistants may not be required to work beyond the contract day during the parent-teacher conference window. However, if paraeducators, secretaries, nurses, interpreters and assistants volunteer to work evening conferences (one or two evenings), they will receive an equal amount of time off (hour for hour) during the conference window. Paraeducators, secretaries, nurses, interpreters and health assistants' participation in evening conferences requires the approval of the principal.
- L. Paraprofessionals may leave their school or office building during the duty-free lunch period. Paraprofessionals must notify the school/program office before leaving and returning. In an emergency it is understood that a principal/supervisor may limit the number of paraprofessionals who leave at any one time. This language will not be applicable to any paraprofessional who is already being compensated for being on-call during their duty-free lunch.
- M. Employees will comply with reasonable School Administration requirements regarding check-in, check-out, and notification if leaving the building during the day. This information is for attendance, security, payroll, and safety purposes. The information obtained will not be used as the sole basis for disciplinary or evaluative action.
- N. In arranging schedules for employees who are assigned to more than one work location, every effort will be made to limit the amount of travel between work locations. Adequate travel time shall be allowed for employees who are required to report to another work location during the duty day. Travel time shall be exclusive of lunch.
- O. If there are more than 5 pre-service days, 1/2 full day of job-related training will be provided for ESP employees during those pre-service days.

12.3 Overtime

- A. When an employee is required to work beyond their normal workday, they shall be paid at their regular rate of pay.
- B. Employees working in excess of forty (40) hours in a scheduled work week shall be paid at 1-1/2 the employee's regular rate of pay for any approved hours in excess of 40. The HCPSS scheduled pay period is from 12:01 a.m. on a Thursday through midnight Wednesday, 13 days later. For purposes of time and one-half overtime, the work week is considered to be from 12:01 a.m. on any Thursday through midnight Wednesday of the following calendar week.
- C. No employee whose position is eligible for overtime compensation shall be required to work additional time without appropriate compensation. Employees shall receive notice of requested overtime as far in advance as possible.

- D. All HCPSS policies and procedures in regard to overtime for eligible employees shall be adhered to as well as all applicable regulations governed by the Fair Labor Standards Act and Maryland Wage and Hour Laws.

12.4 Employees shall receive their regular rate of pay which includes any earned longevity for the holidays listed below (if the holiday is approved in the school calendar).

1. 4th of July Holiday
2. Labor Day
3. Rosh Hashanah
4. Yom Kippur
5. General Election Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. Christmas Day
9. Day before or after Christmas Day as established in the school calendar
10. New Years Day
11. Martin Luther King's Birthday
12. President's Day
13. Good Friday
14. Easter Monday
15. Memorial Day
16. Primary Election Day
17. Juneteenth

- A. Holidays will be observed on the dates on which they fall unless noted otherwise.
- B. To be eligible to receive pay for a holiday, the employee must be on approved pay status on the workday immediately preceding and on the workday immediately following the holiday.
- C. Pay for these holidays when they fall on duty days shall be included in the computation of annual salaries of eligible Association employees.
- D. If an employee works on any of the above listed holidays, they shall be paid for one and one-half times their hourly rate for all hours worked in addition to the regular holiday pay.
- E. When a holiday falls during an employee's vacation leave, they shall not be charged vacation leave for said holiday.

12.5 Substitutes

- A. Substitutes will be authorized for health assistants, and principals' secretaries for absences of two (2) or more consecutive days. Substitutes will be authorized for special education and RECC paraeducators and student assistants beginning the first day of absence.

The principal may request, at their discretion, substitute coverage for regular paraeducators for absences of three (3) or more consecutive days. The final determination for substitute coverage rests with the HR director/designee.

The above provisions may be waived by the Superintendent/designee regarding providing substitutes for lesser number of days absence. The Superintendent/designee may provide substitutes for other unit members. Except in emergency situations, unit employees will not be required to substitute on an hourly basis for teachers who are on leave during that work day.

- B. Employees shall not be required to obtain or to secure substitute coverage for their duties when the administration and/or the Office of Temporary Services has been unable to do so.
- 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 selection of the particular paraeducator to be 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 The pay for this initiative will be 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 for less than 3 hours at the elementary level, 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. The time substituting need not be continuous for this provision to 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.
- D. Employees may be used to cover for in school meetings (i.e., parent conferences, team meeting, IEP meetings); however, whenever possible, employees should not be assigned in this capacity more than one hour per day in total.

12.6 Mileage

- A. Employees who are required to use their automobiles while on duty for authorized and approved travel shall be reimbursed in accordance with IRS regulations provided such travel is authorized and approved in advance by the Superintendent/designee.
- B. Nurses shall not be required to drive students to any activities.

12.7 Performing Duties of a Higher Grade

An 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.

12.9 Paraeducators and interpreters will be provided lockable desks and file cabinets as space and budget permits. Nurses and health assistants will be provided lockable desks, file cabinets, and/or a lockable office as space as the budget permits.

12.10 The Board shall furnish up to \$150.00 for approved uniforms and/or approved shoes to each permanent Food and Nutrition Service Assistant after completion of the probationary period.

The Board will provide security assistants four (4) short and two (2) long-sleeve shirts, and one lined and one unlined jacket. Uniforms found by the Board to be unserviceable due to fair wear and tear shall be replaced at no cost to the employee.

12.11 The Board shall furnish up to \$60 to cover the cost of at least 2 lab jackets and/or scrubs and up to \$35 replacement cost for wear and tear every two years thereafter for each nurse and health assistant. In addition, the Board shall furnish up to \$60 to cover the cost of shoes and up to \$60 replacement cost for wear and tear no more than once every three years thereafter.

12.12 Security assistants will be provided office space and computers as space and budget permits.

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

12.14 The Board shall make available, at no cost to the employee, appropriate protective and safety equipment for use in the performance of the employee's job.

12.15 Employees will not be required to clean-up bodily fluids.

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.

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 Professional Learning and Reimbursement

- 13.1 The Board shall reimburse tuition cost for professional improvement training for undergraduate and graduate college course work successfully completed and approved in advance by the Superintendent/Designee. Employees must earn a “C” or better in the college courses. The tuition rate of reimbursement is the actual per credit cost up to \$350 per credit up to a maximum of 45 graduate credit hours and a rate of up to \$275 per credit up to a maximum of 24 undergraduate credit hours while employed by the Board. Documentation, proof of cost and proof of payment must be submitted within sixty (60) days of the end of the course. Employees working toward an approved teacher education or nursing program are eligible to apply unused undergraduate or graduate credit reimbursement toward courses in the approved program.

Probationary employees are not eligible to participate in the tuition reimbursement program. Probationary employees in this context do not include those employees who are serving a new re-evaluation period due to a promotion or transfer.

- 13.2 In addition to the above, the Board will provide \$15,000 annually to be administered by Article 13.2 Committee for employees to attend professional meetings and conferences for purposes other than licensure or certification.
- 13.3 Registration fees will be paid for workshops and conferences that result in an employee receiving continuing education credits for the purpose of licensure, certification, or recertification of that employee which are approved in advance by the Superintendent. For workshops or conferences attended during the workday, participants will receive their regular salary and these days will not be deducted from their sick or personal leave. Employees who attend workshops or conferences beyond the regular work day or on a weekend/holiday will not receive compensation for that time.
- 13.4 Employees shall receive payment for participating in school system-approved training programs conducted after regular work hours at a rate approved by the Superintendent/designee.

- 13.5 The Board will reimburse paraeducators who are required under the No Child Left Behind Act (NCLB) to pass the ParaPro test for the cost of one test if the employee passes the test.
- 13.6 The Board will reimburse school nurses who take the National School Nurse Certification test for the cost of one test if the employee passes the test and receives National School Nurse Certification.
- 13.7 The Board and Association will sustain a joint committee that collaboratively oversees the implementation of the ESP Professional Learning Plan.
- 13.8 Employees working with students identified with an IEP or who have a behavior plan and who may require restraint, will be provided appropriate training. Training will be provided during the employee's duty day and if training extends beyond the duty day hours the employee will be compensated for the additional training hours.
- 13.9 The Board and Association recognize that from time to time employees require a documented plan to assist in their professional growth. In order to effectively support the employee and provide appropriate resources, a non-disciplinary, non-evaluative Professional Growth Plan (PGP) should be developed to identify areas for growth and ensure optimum opportunity for the employee to improve their job performance.

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

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

Article 14: Sick Leave Bank

- 14.1 Purpose - The purpose of the Sick Leave Bank is to provide sick leave, in certain cases, to participating employees whose accumulated sick leave has been exhausted.
- 14.2 Sick Leave Bank - All employees are eligible to contribute to and participate in, without a monetary charge, a Sick Leave Bank upon completion of the required probationary period. Probationary employee in this context does not include an employee who is serving anew re-evaluation period due to promotion.
- 14.3 Enrollment Period - The annual enrollment period shall be from September 1 to October 31. Any former Sick Leave Bank member returning from extended leave will be permitted to rejoin the Bank upon contributing the assessment for the current year within thirty (30) days after reassignment. New employees may participate upon contributing the assessment within thirty

(30) days following completion of the probationary period. Assessment authorizations shall continue in full force and effect from year-to-year until canceled by the employee.

- 14.4 Contribution Rate – Annual rates of contribution shall be a maximum of two (2) days per year per employee as determined after examination of the 3 year usage trend data by the Association. This information will be forwarded to the Superintendent/Designee for approval prior to October 1 of each year.
- 14.5 Approval Committee - The Association shall appoint a Sick Leave Bank Approval Committee that shall include one Superintendent appointed representative. The Committee shall have responsibility for determining the annual assessment rate, receiving requests for grants, and approving or denying such requests. The Association shall publish its rules and procedures. Procedures shall be distributed and posted on the HCPSS website to all enrolled employees annually, no later than October 1.
- 14.6 Payment – The Payroll Department shall verify sick leave and personal leave is exhausted. Upon notification of approval by the Committee, Payroll shall credit the affected employee with the number of days granted. If a member does not use all of the days granted from the bank, the unused Sick Leave Bank days will be returned to the bank.
- 14.7 Bank Grants - Bank grants shall not be automatically carried over from one year to another.
- 14.8 The Association shall provide the Superintendent with an annual Sick Bank report by August 31 of each year detailing the beginning balance of sick bank days, additions to the sick bank, deductions from the sick bank, and ending balance in the sick bank as of June 30 each year.
- 14.9 For accounting and compliance purposes only, the Association will provide access to days and hours granted and used to the Superintendent/Designee on a quarterly basis.

Article 15: Insurance Protection

A. Life Insurance

The Board shall pay the full cost for group term life insurance protection equal to an employee's base salary (to the nearest thousand), with a minimum of ten thousand dollars (\$10,000) to be paid to the employee's designated beneficiary upon death and, in the event of accidental death, a sum not less than two (2) times that amount.

B. Medical, Dental and Vision Insurance

For employees with a start date on or before June 30, 2011, the Board shall pay eighty-six percent (86%) of the premium cost of a group medical plan including prescription drugs for each employee and covered eligible dependent(s).

For employees with a start date on or after July 1, 2011, and on/or before June 30, 2021, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan including prescription drugs for the employee and eligible dependent(s).

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

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

The Board will offer employees enrolled under the Variety of Insurance Program (VIP) vision and dental plan(s). Employees may elect to purchase vision and/or dental coverage for eligible dependents.

The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board's discretion.

The Board will establish a committee, to include representation from all bargaining units, to provide input on the HCPSS health benefits program. See Appendix A "Benefits Advisory Committee"

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

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

- a) Once an employee elects to participate in the VIP Program, they will not be allowed to participate in the prior insurance arrangement.
- b) The usual and customary charges will be determined by the third party administrator twice a year by using the average charges for the service area where the services were performed.
- c) Food Service Nutrition Assistants hired on or after July 1, 2000 shall be required to serve a 30 calendar day waiting period beginning in FY08 before becoming eligible for any medical, dental, and/or vision coverage.

2. Employee Selection of Optional Benefits under the VIP Program

- a) If an employee elects to participate or becomes eligible to participate in the VIP Program, they must select among the optional benefits offered as part of the VIP Program. These optional benefits include:
 - 1) Medical Plan(s)
 - 2) Dental Plans(s)
 - 3) Vision Care Plan(s)
 - 4) Flexible Spending Accounts, including:
 - 5) Dependent Care Account
 - 6) Health Care Spending Account
 - 7) Benefit Dollars (pro-rated for part-time employees).

Information on health, dental, and/or vision plans will be made available to eligible employees during the Open Enrollment Period.

- b) The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the employee has a change in family status (e.g., marriage, divorce, death of spouse or same-sex domestic partner, or child, birth or adoption of child, or termination of employment of spouse or same-sex domestic partner). This applies not only to participation in the insured programs, but also to the level of participation in the Dependent Care Account and the Health Care Spending Account.
- c) Each open enrollment period as established by the Board, employees electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year employees will be informed of any changes in the VIP Program. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.
- d) Each Medical Plan alternative will have a specified number of "benefit credits" associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or employee contributions for medical coverage) or to contribute to the Dependent Care Account or Health Care Spending Account.
- e) Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost to an employee if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with employees choosing to contribute any amount within the plan limits. Employees may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the employee must make up the difference through employee contributions. All contributions to the VIP Program will be on a pretax basis. This means that federal and state income taxes will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 Form. FICA tax will not be withheld. Employee contributions will be included in the annual salary for retirement and life insurance purposes.
- f) Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse an employee for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.
- g) The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.

- h) Employees may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the employee elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i) Total employee contributions to the Dependent Care Account and/or Health Care Spending Account will be prorated on a per-pay basis.
- j) Employees hired during the Plan Year will make their selection in advance of becoming eligible for VIP Program benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage.
- k) Employees with at least 15 years of cumulative service with HCPSS, are retiring with the Maryland State Retirement Pension System, and are enrolled in one of the school system’s medical, prescription, dental, and/or vision plans for at least one full year immediately prior to retirement date, are eligible for a Board contribution towards the cost of retiree coverage in accordance with the HCPSS Benefits Enrollment Guide for Retirees.

D. Comparison of VIP Medical Plan

| | Summary of | 84-85 Plan (Revised) | Alternate Plan |
|----|---|---|--|
| 1. | Hospital Expenses Room, Board & General Nursing | Semi-private room rate for 365 days | Semi-private room rate for 365 days |
| | Diagnostic Testing Lab Work & X-rays – Inpatient | Covered in full for 365 days | Covered in full for 365 days |
| | Use of Hospital Outpatient facilities | Covered in full | Covered in full |
| | Extended care facility | Covered in full for combined hospital maximum of 365 days | Covered in full for combined hospital maximum of 365 days |
| 2. | Physician Services Surgery-Inpatient | 100% of the usual and reasonable charge | After \$100/\$200 deductible, plan pays 80% of the next \$2500, 100% thereafter |
| | Surgery - Outpatient | 100% of the usual and reasonable charge | 100% of the usual and reasonable charge |
| 3. | Mental and Nervous Inpatient | 30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses | 30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses |
| | Outpatient | After \$100/\$200 deductible plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount | After \$100/\$200 deductible, plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount |

| | | | |
|-------------|--|--|--|
| 4. | Other Services Ambulance Service | After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter | After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter |
| | Diagnostic Testing, Lab Work & X-rays – Outpatient | 100% of the usual and reasonable charge | After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter |
| | Prescription Drug Outpatient | When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter | When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter |
| | Home Health Care | 100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year. | 100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year. |
| 4. Cont. | Orthopedic & Prosthetic Devices Outpatient | After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter | 100% of the usual and reasonable charge, subject to certain limitations |
| | Physical Therapy & Rehabilitation Outpatient | After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter | After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter |
| | Voluntary Second Surgical Opinion | 100% of physician's fee; 100% of X-ray and lab fees | 100% of physician's fee; 100% of x-ray and lab fees |
| | Preadmission Testing | 100% of hospital charges ordered by physician | 100% of hospital charges ordered by physician |
| | Chemotherapy – Outpatient | 100% of the usual and reasonable charge | After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter |
| 5. | Emergency Treatment Hospital Charges | 100% of hospital charges within 72 hours of accidental injury or onset of serious illness | 100% of hospital charges within 72 hours of accidental injury or onset of serious illness |
| | Physician's Fees | 100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness | 100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness. |
| 6. | Annual Deductibles | \$100 per individual to a maximum of \$200 per family | \$100 per individual to a maximum of \$200 per family |
| 7. | Maximum out-of- pocket Per Year Individual Family | \$600.00 | \$600.00 |

| | | | |
|----|--------------------------|---|---|
| | | \$1,200.00 | \$1,200.00 |
| 8. | Lifetime Maximum Benefit | Basic benefits plus \$1,000,000 Major Medical | Hospital benefits, plus \$1,000,000 Major Medical |

E. Comparison of Dental Benefits

| | 84-85 Dental Plan | | Alternate 2nd Dental Plan | |
|--|-------------------|------------|--|------------|
| | % of UCR | Deductible | % of UCR | Deductible |
| Oral examination | 100% | No | 100% | No |
| X-rays 100% | 100% | No | 100% | No |
| Fluoride Treatment | 100% | No | 100% | No |
| Cleaning | 100% | No | 100% | No |
| Emergency Treatment | 100% | No | 100% | No |
| Fillings (not gold foil) | 100% | No | 80% | Yes |
| Simple Extractions | 100% | No | 80% | Yes |
| Root Canal | 100% | No | 80% | Yes |
| Prosthetic Repair | 100% | No | 50% | Yes |
| Crowns | 100% | No | 50% | Yes |
| Space Maintainers | 100% | No | 100% | No |
| Surgical Extractions | 100% | No | 80% | Yes |
| Oral Surgery | 100% | No | 80% | Yes |
| Dentures and Bridges | N/A | N/A | *50% | Yes |
| Periodontics | N/A | N/A | 80% | Yes |
| Orthodontia | N/A | N/A | 50% | Yes |
| Maximum Annual Benefit | \$1,000 | | \$1,000 | |
| Orthodontic Maximum Lifetime Benefit | N/A | | \$750 | |
| Deductible | N/A | | \$25/Individual \$75/Family | |
| *Subject to Missing Tooth Provision | | | | |
| *Are dentures and bridges covered for teeth missing before dental coverage? | N/A | | Only after satisfying a 5- year waiting period | |

F. Vision Program

1. Schedule of Benefits

Vision Exam...Reasonable and Customary Charge
(Limited to one per 12-month period)

| Type | Lenses (Per Pair) | | Frames | Total Allowance |
|---------|-------------------|---|---------|-----------------|
| Single | \$41.50 | + | \$29.50 | \$71.00 |
| Bifocal | \$67.00 | + | \$29.50 | \$96.50 |

| | | | | |
|--|----------|---|---------|----------|
| Double Bifocal | \$100.50 | + | \$29.50 | \$130.00 |
| Trifocal | \$89.50 | + | \$29.50 | \$119.00 |
| Aphakic | \$156.50 | + | \$29.50 | \$186.00 |
| Contact Lenses (Per pair): | | | | |
| Cosmetic (in lieu of frames & lenses) | | | | \$71.00 |
| Bifocal Contact Lenses | | | | \$96.50 |
| Medically Required* | | | | \$221.00 |

* Following cataract surgery or when visual acuity is correctable to at least 20/70 in the better eye only by use of contact lenses

In some instances, benefits may be provided toward two vision exams during the same benefit period.

Benefits are not available for:

- a) Replacement or repair of broken or lost frames and lenses (including contacts) for which benefits were provided.
- b) Sunglasses (lenses tinted darker than #2 tint), even if prescribed -- unless you purchase a contract specifically covering sunglasses. Photocromic lenses are not considered sunglasses.

2. Details:

- a) This Program provides 100% of the reasonable and customary charge for a vision exam performed by an Ophthalmologist or Optometrist.
- b) The Program entitles members to coverage of services once every 12 months, starting with the initial visit for vision services. To receive benefits, an invoice must be submitted to the insurance carrier.

Article 16: General Provisions

- 16.1 Severability - If any provision of this Agreement or any application thereof related to wages, employee benefits, and/or working conditions is held to be contrary to law, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties may mutually agree to meet no later than fifteen (15) days after any such holding for the purpose of renegotiating provisions of this contract as agreed to by the parties.
- 16.2 Distribution of Agreement - The Board and Association agree to equally divide the costs of providing a copy of this Agreement to each employee in the bargaining unit.
- 16.3 The Board and HCEA/ESP agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Board and HCEA/ESP agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore, agree that

negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except by mutual consent.

16.4 Joint Labor/Management Collaboration Committee

1. Purpose

The parties agree to actively support a Joint Labor Management Collaboration Committee which will be used as a forum for the discussion of issues that are not current matters of negotiation or grievance but are matters of mutual interest or concern between the parties. The intent of the Labor/Management Committee is to investigate, study, and discuss possible solutions to mutual problems affecting labor/management relations. The parties may also attempt to resolve differences of interpretation of negotiated matters. However, it is recognized that the Labor/Management Committee is not a substitute for the grievance procedure. Additionally, it is recognized that neither party will submit or otherwise seek modification of any negotiated term or condition of the agreement through the Labor/Management Committee and no bargaining will take place.

2. Membership

Standing members of the Labor/Management Committee will include the president or designee of the Howard County Education Association Educational Support Professionals (ESP) unit and two other ESP representatives of the Association to be determined by the president, and the Superintendent or designee and two other representatives of management determined by the Superintendent. At any meeting of the Labor/ Management Committee, either party may be represented by up to four additional members. Both parties may rotate these members in order to accommodate discussion of scheduled agenda items at meetings. The committee may elect to use outside impartial facilitation for some or all meetings.

3. Chairperson

The President of HCEA-ESP/designee or the Superintendent/designee can convene the Labor/Management Committee. Responsibility for chairing meetings shall alternate each meeting between HCEA-ESP and HCPSS. Each party will determine whether their chair assignment will be consistent or rotate among their members.

4. Minutes

The committee will assign responsibility for preparing minutes of the meeting. Drafts of the minutes of meetings will be submitted to each team leader by the preparer for approval and submission to the other committee members. Copies of the minutes will then be distributed to all members who were in attendance at the meetings.

5. Date, Time, and Agenda of Meetings

The committee will schedule regular meetings at least quarterly. Additional meetings may be called at the request of either party. Such additional meetings will be requested

a minimum of two weeks in advance along with the proposed agenda items of the requesting party. The proposed agenda for all meetings shall normally be limited to one and one-half hours, shall include the topics along with a brief description, and will be submitted five days prior to the meeting to both parties. The individual designated to chair the meeting will be responsible for preparing and distributing the agenda. It is recognized that either party may initiate a topic not on the agenda provided the other party concurs that it is of an emergency nature or a current item that would be of benefit to be discussed as soon as possible.

6. General Guidelines

- a. As time permits, each topic will be discussed fully and recommendations made on the topic before proceeding to another topic.
- b. Topics requiring further study may be tabled and brought for further discussion at a future meeting.
- c. It is recognized that recommendations growing out of these meetings are not binding.
- d. No grievances shall be discussed and no bargaining shall take place. However, topics that could lead to grievances may be discussed.
- e. All Committee recommendations shall be reached by consensus. There shall never be a vote taken by the Committee.
- f. Where consensus is not reached, the topic shall be canceled, reverting to its proper place in the labor/management relationship – for instance, grievance procedure, negotiations, etc.
- g. Either party may initiate a request to the Federal Mediation and Conciliation Service for assistance.

Article 17: Salaries

| | |
|---|----|
| Secretaries and Assistants | 41 |
| Interpreters..... | 44 |
| Nurses..... | 46 |
| 10 Month Central Office Technical and School Based..... | 47 |
| 12 Month Technical Central Office and School Based..... | 48 |
| Food and Nutrition Services Assistants | 48 |

Secretaries and Assistants

Fiscal Year 2023 (Effective July 1, 2022)

| Step | Grade | | | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | I | II | III | IV | V | VI | VII | VIII | IX | X | XI | XII |
| 1 | \$15.65 | \$16.03 | \$16.40 | \$16.77 | \$17.15 | \$17.53 | \$17.97 | \$18.17 | \$18.50 | \$19.36 | \$20.28 | \$21.26 |
| 2 | \$16.15 | \$16.55 | \$16.96 | \$17.38 | \$17.80 | \$18.23 | \$18.72 | \$18.94 | \$19.30 | \$20.24 | \$21.17 | \$22.18 |
| 3 | \$16.67 | \$17.08 | \$17.53 | \$17.98 | \$18.45 | \$18.93 | \$19.45 | \$19.71 | \$20.10 | \$21.12 | \$22.04 | \$23.08 |
| 4 | \$17.17 | \$17.60 | \$18.10 | \$18.58 | \$19.11 | \$19.63 | \$20.18 | \$20.50 | \$20.90 | \$21.99 | \$22.93 | \$24.00 |
| 5 | \$17.67 | \$18.13 | \$18.66 | \$19.19 | \$19.76 | \$20.33 | \$20.92 | \$21.27 | \$21.69 | \$22.87 | \$23.81 | \$24.92 |
| 6 | \$18.19 | \$18.66 | \$19.22 | \$19.80 | \$20.40 | \$21.03 | \$21.65 | \$22.05 | \$22.50 | \$23.73 | \$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 | \$25.57 | \$26.75 |
| 8 | \$19.20 | \$19.71 | \$20.35 | \$21.00 | \$21.71 | \$22.44 | \$23.11 | \$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 | \$24.88 | \$26.36 | \$27.35 | \$28.58 |
| 10 | \$20.22 | \$20.76 | \$21.48 | \$22.22 | \$23.01 | \$23.84 | \$24.59 | \$25.15 | \$25.69 | \$27.23 | \$28.22 | \$29.50 |
| 11 | \$20.72 | \$21.30 | \$22.04 | \$22.82 | \$23.67 | \$24.54 | \$25.32 | \$25.93 | \$26.48 | \$28.11 | \$29.11 | \$30.42 |
| 12 | \$21.24 | \$21.83 | \$22.61 | \$23.42 | \$24.32 | \$25.25 | \$26.06 | \$26.71 | \$27.28 | \$28.98 | \$29.99 | \$31.33 |
| 13 | \$21.74 | \$22.35 | \$23.18 | \$24.03 | \$24.97 | \$25.96 | \$26.79 | \$27.48 | \$28.08 | \$29.85 | \$30.87 | \$32.24 |
| 14 | \$22.25 | \$22.88 | \$23.74 | \$24.64 | \$25.63 | \$26.66 | \$27.52 | \$28.25 | \$28.88 | \$30.72 | \$31.75 | \$33.16 |
| 15 | \$22.76 | \$23.40 | \$24.30 | \$25.25 | \$26.28 | \$27.36 | \$28.25 | \$29.04 | \$29.67 | \$31.60 | \$32.64 | \$34.07 |
| 16 | \$23.27 | \$23.93 | \$24.86 | \$25.85 | \$26.92 | \$28.06 | \$28.99 | \$29.81 | \$30.48 | \$32.48 | \$33.53 | \$34.99 |
| 17 | \$23.77 | \$24.46 | \$25.43 | \$26.45 | \$27.57 | \$28.76 | \$29.73 | \$30.59 | \$31.27 | \$33.35 | \$34.40 | \$35.91 |
| 18 | \$24.29 | \$24.99 | \$26.00 | \$27.06 | \$28.23 | \$29.46 | \$30.46 | \$31.36 | \$32.07 | \$34.23 | \$35.29 | \$36.82 |
| 19 | \$24.79 | \$25.51 | \$26.55 | \$27.67 | \$28.88 | \$30.17 | \$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 | \$37.06 | \$38.66 |

Secretaries and Assistants (Continued)

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;
- \$.56 per hour for employees who have completed 15-19 years of regular service;
- \$.25 for employees who have completed 13-14 years of regular service.

Employees hired prior to April 1 of a fiscal year will be granted a full year toward longevity.

Longevity payments are not cumulative from year to year.

National Association of Office Education Professionals Certification (NAOEP) Eligible unit members who successfully complete NAOEP certification shall be paid a one-time stipend of \$500.00. The number of eligible employees to receive the stipend in any given year shall be limited to ten (10).

Health Assistants: Coverage of Emergency Healthcare Issues during Lunch

- A HCPSS Cluster Nurse will provide emergency health care coverage for 50% of the health assistants' scheduled lunch periods during each two-week period.
- On those days that the cluster nurse is not available to provide coverage for such emergencies, the health assistant will remain in the building during their scheduled lunch period.
- If a medical emergency arises during the health assistant's scheduled lunch period on such a day, the health assistant will respond to the situation and provide health care. Once the situation is addressed, the health assistant's lunch period will be extended by the period of interrupted time, to be taken during non-emergency time.
- Emergency health care situation/student symptoms that would result in the interruption of the health assistant's 30 minute duty-free lunch period include but are not limited to:
 - Anaphylactic reaction
 - Bleeding
 - Burns
 - Cardiac/heart distress; chest pain
 - Dental trauma
 - Drug/alcohol overdose/abuse
 - Exposure incidents-exchange of body fluids during fights, bites, etc.
 - Eye injury
 - Injury involving large bones (e.g. leg or arm)
 - Severe head, neck or back trauma; paralysis
 - Medication/treatment administration – emergency (Epi-Pen, Diastat, Glucagon, Nebulizer)
 - Pain – Severe abdominal pain for pregnant students
 - Poisoning
 - Psychiatric emergency
 - Respiratory distress

- Seizure
 - Sexual assault/rape
 - Shock
 - Unconsciousness/unresponsiveness
- Health assistants will receive an additional 30 cents on their hourly rate as compensation to remain in the building during their duty-free lunch period.

Paraeducators Assigned to Title 1 Schools

Paraeducators assigned to Title 1 schools will receive \$0.25 more per hour if they have attained Para Pro certification, an Associate's Degree in a related area of education, or 48 credit hours in a related area of education.

Summer School

HCPSS personnel employed for summer school shall be paid an hourly rate, which is based on their current salary.

Employees working in summer programs that run 20 or more calendar days will accrue one (1) day of sick leave.

HCPSS employees working in "COVID Recovery" summer programs will receive a \$1,000 incentive payment after completion of the programs. This incentive will expire at the conclusion of recovery programs associated with the COVID-19 pandemic.

Interpreters

Fiscal Year 2023 (Effective July 1, 2022)

| Step | Grade | | | |
|------|---------|---------|---------|---------|
| | A | B | C | D |
| 1 | \$22.71 | \$30.12 | \$33.33 | \$34.63 |
| 2 | \$22.96 | \$31.21 | \$34.59 | \$35.89 |
| 3 | \$23.22 | \$32.31 | \$35.85 | \$37.15 |
| 4 | \$23.47 | \$33.40 | \$37.11 | \$38.42 |
| 5 | \$23.73 | \$34.51 | \$38.38 | \$39.69 |
| 6 | \$23.99 | \$35.60 | \$39.64 | \$40.95 |
| 7 | \$24.25 | \$36.70 | \$40.90 | \$42.22 |
| 8 | \$24.49 | \$37.80 | \$42.17 | \$43.49 |
| 9 | \$24.75 | \$38.89 | \$43.42 | \$44.75 |
| 10 | \$25.01 | \$39.99 | \$44.69 | \$46.02 |
| 11 | \$25.27 | \$41.09 | \$45.95 | \$47.29 |
| 12 | \$25.52 | \$42.19 | \$47.22 | \$48.55 |
| 13 | \$25.78 | \$43.28 | \$48.48 | \$49.82 |
| 14 | \$26.04 | \$44.38 | \$49.74 | \$51.09 |
| 15 | \$26.29 | \$45.48 | \$51.01 | \$52.35 |
| 16 | \$26.54 | \$46.58 | \$52.26 | \$53.62 |
| 17 | \$26.80 | \$47.68 | \$53.53 | \$54.89 |

Salary Grades

A: Currently holds no certification but is working toward certification, or is a graduate of an interpreter training program, or holds a Bachelor's Degree in a related field.

B: NAD Level 3 Generalist Certification; or passed either RID written exam or NIC Knowledge Written Test

C: NAD Level 4 Advanced Certification; RID Certificate of Interpreting; RID Certificate of Transliteration; NIC Level 1 Certified and Level 2 Advanced Certification, NIC Certification (certified after 7/1/12), or Ed: K-12 Certification (EIPA 4.0).

D: NAD Level 5 Master Certification; NIC Level 3 Master Certification; Any two certifications from Grade C.

Notes

1. Employees who fail to complete education requirements remain at the same salary grade.
2. The interpreter designated as Program Head shall receive an additional \$1.50 per hour.
3. Freelance work by interpreters will be reimbursed at the rate of \$35 per hour for non-certificated Interpreters, \$40 per hour for certificated interpreters who meet the requirements of salary grade "C," and \$45 per hour for certificated interpreters who meet the requirements of salary grade "D."

4. 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;
 - \$.56 per hour for employees who have completed 15-19 years of regular service;
 - \$.25 for employees who have completed 13-14 years of regular service. Employees hired before April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.

Nurses Fiscal Year 2023 (Effective July 1, 2022)

| Step | School Based, Float Pool | Cluster Nurse |
|------|--------------------------|---------------|
| | Hourly Rate | Hourly Rate |
| | A | B |
| 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 |

Notes

1. 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; \$.56 per hour for employees who have completed 15-19 years of regular service; \$.25 for employees who have completed 13-14 years of regular service. Employees hired before April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.
2. Lead cluster nurses and Telemedicine nurses shall receive an additional \$1.55 per hour.
3. Nurses who qualify for and receive National School Nurse Certification will receive an additional \$1.00 per hour as long as the certification is maintained. (This provision will be effective July 1, 2016.)

10 Month Technical Central Office and School Based

Fiscal Year 2023 (Effective July 1, 2022)

| Step | Grade | | | | | | | |
|------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 1 | \$33,088 | \$37,810 | \$40,902 | \$43,670 | \$58,323 | \$65,974 | \$77,368 | \$84,367 |
| 2 | \$34,673 | \$39,406 | \$42,504 | \$45,278 | \$59,960 | \$67,628 | \$79,047 | \$86,061 |
| 3 | \$36,258 | \$41,000 | \$44,106 | \$46,885 | \$61,599 | \$69,282 | \$80,725 | \$87,754 |
| 4 | \$37,843 | \$42,596 | \$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 | \$41,014 | \$45,786 | \$48,910 | \$51,707 | \$66,514 | \$74,245 | \$85,761 | \$92,834 |
| 7 | \$42,598 | \$47,380 | \$50,511 | \$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 | \$96,221 |
| 9 | \$45,768 | \$50,570 | \$53,715 | \$56,529 | \$71,429 | \$79,208 | \$90,796 | \$97,914 |
| 10 | \$47,353 | \$52,165 | \$55,316 | \$58,137 | \$73,067 | \$80,863 | \$92,474 | \$99,607 |
| 11 | \$48,938 | \$53,760 | \$56,918 | \$59,744 | \$74,706 | \$82,517 | \$94,153 | \$101,301 |
| 12 | \$50,524 | \$55,355 | \$58,519 | \$61,352 | \$76,344 | \$84,172 | \$95,831 | \$102,994 |
| 13 | \$52,109 | \$56,951 | \$60,121 | \$62,960 | \$77,982 | \$85,826 | \$97,510 | \$104,687 |
| 14 | \$53,694 | \$58,545 | \$61,722 | \$64,567 | \$79,620 | \$87,480 | \$99,188 | \$106,380 |
| 15 | \$55,279 | \$60,141 | \$63,323 | \$66,174 | \$81,259 | \$89,135 | \$100,867 | \$108,074 |
| 16 | \$56,864 | \$61,735 | \$64,925 | \$67,782 | \$82,897 | \$90,789 | \$102,545 | \$109,767 |
| 17 | \$58,449 | \$63,331 | \$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 | \$113,154 |
| 19 | \$61,620 | \$66,520 | \$69,730 | \$72,605 | \$87,812 | \$95,752 | \$107,580 | \$114,846 |
| 20 | \$63,205 | \$68,115 | \$71,332 | \$74,212 | \$89,450 | \$97,407 | \$109,259 | \$116,539 |
| 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 | \$100,715 | \$112,616 | \$119,926 |
| 23 | \$67,960 | \$72,900 | \$76,136 | \$79,034 | \$94,366 | \$102,370 | \$114,294 | \$121,619 |
| 24 | \$69,546 | \$74,495 | \$77,737 | \$80,642 | \$96,003 | \$104,025 | \$115,973 | \$123,313 |
| 25 | \$71,131 | \$76,090 | \$79,339 | \$82,250 | \$97,642 | \$105,679 | \$117,651 | \$125,006 |
| 26 | \$72,716 | \$77,686 | \$80,940 | \$83,856 | \$99,280 | \$107,333 | \$119,330 | \$126,699 |
| 27 | \$74,301 | \$79,280 | \$82,542 | \$85,464 | \$100,918 | \$108,987 | \$121,007 | \$128,393 |
| 28 | \$75,886 | \$80,876 | \$84,144 | \$87,072 | \$102,557 | \$110,642 | \$122,686 | \$130,086 |
| 29 | \$77,471 | \$82,470 | \$85,745 | \$88,679 | \$104,195 | \$112,297 | \$124,365 | \$131,779 |

Notes

1. Network specialists will be provided a \$200.00 per year stipend for responding to after-hours calls.
2. Salaried personnel shall not be entitled to additional holiday pay other than as compensated in annual salary.

12 Month Technical Central Office and School Based

Fiscal Year 2023 (Effective July 1, 2022)

| Step | Grade | | | | | | | |
|------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 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 |

Notes

3. Network specialists will be provided a \$200.00 per year stipend for responding to after-hours calls.

Salaried personnel shall not be entitled to additional holiday pay other than as compensated in annual salary.

Food and Nutrition Services Assistants

Fiscal Year 2023 (Effective July 1, 2022)

| Step | GRADE | |
|------|---------|---------|
| | II | III |
| 3 | \$15.17 | \$15.84 |
| 4 | \$15.78 | \$16.50 |
| 5 | \$16.40 | \$17.17 |
| 6 | \$17.01 | \$17.83 |
| 7 | \$17.61 | \$18.50 |
| 8 | \$18.23 | \$19.16 |
| 9 | \$18.84 | \$19.83 |
| 10 | \$19.45 | \$20.49 |
| 11 | \$20.06 | \$21.16 |
| 12 | \$20.67 | \$21.82 |
| 13 | \$21.28 | \$22.48 |
| 14 | \$21.90 | \$23.14 |
| 15 | \$22.51 | \$23.81 |
| 16 | \$23.11 | \$24.47 |

Longevity

1. Food and Nutrition service workers with 13-14 years of regular service in the Howard County Public School System will receive an additional \$.25 per hour.
2. Food and Nutrition service workers with 15-19 years of regular service in the Howard County Public School System will receive an additional \$.56 per hour.
3. Food and Nutrition service workers with 20 or more years of regular service in the Howard County Public School System will receive an additional \$1.00 per hour.
4. Employees hired before April 1 of a fiscal year will be granted a full year toward longevity.
5. Longevity payments are not cumulative from year to year

Article 18: Deductions from Salary

18.1 Deductions from Salary

- A. 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.
- B. 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 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: 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.


In witness whereof the parties hereunto set their hand and seals this 7th day of April 2022.

HOWARD COUNTY BOARD OF EDUCATION:

By:




(Chairperson)



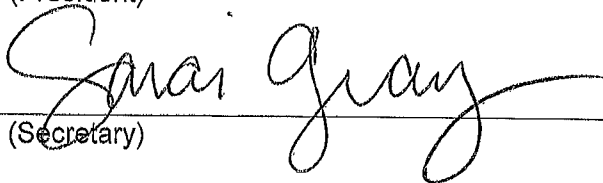
(Superintendent)

HOWARD COUNTY EDUCATION ASSOCIATION EDUCATIONAL SUPPORT PERSONNEL

By:



(President)



(Secretary)

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

The Association/Union representative appointed to the committee shall be released from their duties, if necessary, for meetings of the committee without loss of salary whenever such meetings are held during the duty day.

Once appointed, the Committee will elect a chairperson and vice chairperson from the employee/retiree representatives group. The committee shall develop operational procedures to assist them in their work, which may include subject matter experts, to support the focus of the committee as indicated above.

Appendix B: 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. 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)
2. The applicant shall not be employed during their normal HCPSS work hours in any other capacity during the covered period.
3. If the applicant is receiving a second income, (i.e. from a second job, benefit) that information must be disclosed to the FCLE Committee (the Committee). This will not automatically disqualify an applicant, but it will be a factor in the committee's decision.
4. A unit member may receive a maximum grant for 1 catastrophic, life-threatening illness in any three (3) year period.
5. A maximum grant shall be thirty (30) consecutive workdays.

Procedures

- A. An applicant must use all accumulated sick, personal, annual or any other available paid leave (if applicable) before receiving leave from the FCLE.
- B. Application must be made in writing to the FCLE Committee in care of the HCEA office, stating the details of the circumstances and the likely duration.
- C. The HCPSS Payroll Department shall verify the unit member's leave status to the Committee.
- D. A written statement detailing the condition, treatment plan, and diagnosis of applicant's immediate family member must be submitted to the FCLE by the attending physician(s) before any FCLE can be granted.

Functions of the FCLE Committee

1. A three (3) member Committee, with two (2) members appointed by the HCEA President and approved by the HCEA Board of Directors, and One (1) member from the office of HCPSS Payroll and Benefits, shall have the responsibility of receiving requests, verifying the validity of requests (including qualification under IRS Regulations), recommending approval or denial of the request, and communicating its decision to the applicant and the appropriate division(s) of the Howard County Public School System. The Committee shall develop rules and procedures and shall give wide distribution to said rules upon approval of the HCEA Board of Directors and the Superintendent. The HCEA Business Manager (or liaison) shall be an ex officio member of the committee.
2. The Committee may approve any request only if all members of the Committee agree that it is a qualifying illness and approve the application.
3. The Committee shall notify the applicant of its decision, in writing, within ten (10) workdays.
4. If the application is approved, the Committee will notify potential voluntary contributors in the following order:
 - A. applicant's spouse, if the spouse is an active HCPSS employee
 - B. unit members at the applicant's worksite(s)
 - C. unit members at other work sites (if needed)
5. The Committee shall notify the appropriate HCPSS Departments, supervisors, and the building level administrators (if appropriate) if an application is granted.
6. If an application is denied, the Committee's decision may be appealed within fifteen (15) calendar days after notification of the decision to the joint Appeals Committee of four representatives; two shall be appointed by the HCEA Board of Directors and two shall be appointed by the Superintendent. Any appeal shall be submitted in writing to the HCEA office.
7. The decision by the joint committee is final and binding unless the illness/injury fails to qualify as a medical emergency under IRS Regulations.
8. Any abuse of the FCLE will result in forfeiture of days granted and will prohibit any future use of the FCLE.
 - A. The applicant will be informed in writing of suspected abuse of the FCLE.
 - B. The Committee will investigate any accusations of abuse. If abuse is determined, any remaining days granted shall be forfeited.
 - C. If abuse is determined, the unit member shall be informed of the right to appeal the decision to the FCLE joint Appeals Committee referenced in number 6 above.

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 = 1day available to donate
 - 30+ accrued days = up to 2 days available to donate
4. Contributors must complete and sign the "Family Crisis Leave Exchange Donation Form" and return the form to the HCEA Office. (5082 Dorsey Hall Drive, Suite 102, Ellicott City, MD 21042)
5. HCEA shall establish a database system to track the donations, along with their utilization.
6. HCEA shall provide the Payroll and Human Resources Departments:
 - A. name of recipient
 - B. evidence of qualification as a medical emergency under IRS Regulations
 - C. names of contributors and number of days donated by each contributor
 - D. number of days granted
 - E. number of days used
7. Days contributed, if approved, will be granted in the order they were received.
8. All unused contributions shall be returned to those who contributed them in the reverse order they were received, should a successful applicant:
 - A. return to work prior to using full grant
 - B. experience a change in status related to reasons for qualifying use of FCLE
 - C. abuse the FCLE
 - D. qualify for any other type of leave
9. The exchange balance shall remain at zero (0) until the next request.
10. The Committee will function on an "as needed" basis.