



**MASTER AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF HOWARD
COUNTY
AND
THE HOWARD COUNTY EDUCATION
ASSOCIATION**

**BEGINNING JULY 1, 2002
AND
ENDING JUNE 30, 2005**

This is a Three (3) Year Agreement

ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the exclusive official negotiating organization for all non-supervisory certificated professional employees of the Howard County Public Schools with regard to all matters relating to salaries, wages, hours, and other working conditions. The Superintendent of Schools and the members designated by the Board to act as its representatives in negotiations are excluded. The recognition is in accordance with the provisions specified in Section 6-401, et seq., Education Article of the Annotated Code of Maryland.
- B. For the purpose of this Agreement, the term "teacher," when used hereafter, shall refer to all professional non-supervisory certificated employees represented by the Howard County Education Association. The term "Association" shall refer to the Howard County Education Association; the term "Board" shall refer to the Board of Education of Howard County.

ARTICLE II NEGOTIATION PROCEDURE

- A. Both parties agree to negotiate in good faith as prescribed in Section 6-401, et seq., Education Article of the Annotated Code of Maryland. The parties agree to utilize the contents and format of the Agreement in effect as the basis for proposals for negotiation in the new Agreement. This is understood to mean that:
 - 1. Items in the existing Agreement which remain satisfactory to both parties would be continued as part of the new Agreement.
 - 2. Items in the existing Agreement which are believed in need of change, deletion, or addition by either party may be the subjects of new proposals for negotiation.
 - 3. Items not included in the existing Agreement but believed desirable for consideration in the new Agreement by either party may be proposed as additions to the existing Agreement.

Every effort will be made to begin negotiations on a date mutually agreed upon but no later than January 10. All issues proposed for negotiations shall be detailed in writing and submitted by the Association to the Board or its delegated representatives not later than the first negotiating session. The Board shall submit in writing to the teacher representatives all additional issues upon which it wishes to negotiate no later than the first negotiating session.

- B. Neither party shall have any control over selection of consultants or negotiation representatives of the other party.

- C. Negotiation sessions shall be closed meetings held as frequently as necessary, at a time other than the regular school day for students, to complete the negotiations by the stated completion date.
- D. If upon the request of either party the State Superintendent of Schools determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization designated as an exclusive negotiating agent, the assistance and advice of the State Board of Education may be requested, with the consent of both parties. In the absence of such consent, upon the request of either party, a panel shall be named to aid in the resolution of differences. Such panel shall contain three persons, one to be appointed by each party within three (3) days, and the third to be selected by the other two within ten (10) days from the date of said request. If the parties are unable to agree upon a third panel member or obtain a commitment to serve within a specified period, a request for a list of possible panel members may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the third panel member. The State Board of Education, or the panel selected, shall meet with the parties to aid in the resolution of differences and, if the matter is not otherwise resolved, shall make a written report and recommendations within thirty (30) days from the date of said request. Copies of such report shall be sent to representatives of both the public school employer and the employee organization. All costs of mediation shall be shared by the public school employer and the employee organization.

ARTICLE III GRIEVANCE PROCEDURE

A. Purpose and Definition

- 1. Purpose - The purpose of this procedure is to secure an equitable solution to a grievance at the lowest possible level. Nothing contained herein will be construed as limiting the right of any teacher to have a complaint adjusted without the assistance of the Association.
- 2. Definitions
 - a. Grievance - Any complaint by a teacher that cannot be settled orally concerning the interpretation or alleged violation of an express provision(s) of this agreement.
 - b. Grievant - A teacher or group of teachers filing a grievance.
 - c. Association - the Association filing a grievance.

B. Procedures

1. A grievance, including a class grievance, and an association grievance shall be presented in writing on the prescribed form and shall contain at least the following:
 - a. Name(s) and position(s) of the grievant(s).
 - b. A statement of the grievance and the facts involved, including relevant dates.
 - c. A reference to the express provision(s) of this Agreement allegedly misapplied, or violated, or misinterpreted.
 - d. The corrective action requested.
 - e. Signature(s) of the grievant(s).
2. The Superintendent/designee shall inform the association in writing within ten days of any grievance that is filed.
3. A grievance shall be presented in the following steps:
 - Step 1. Between the grievant and his/her representative, at the request of the grievant, and the employee's immediate supervisor and/or his/her designated representative.
 - Step 2. Between the grievant and his/her Association representatives, and the Superintendent and/or his/her designated representatives.
 - Step 3. Submitted to binding arbitration. Grievances filed by the Association are not subject to binding arbitration.

- C. Any grievance shall be presented at Step 1 in writing, signed by the grievant, within twenty (20) school days from the date of its occurrence, or the date when the grievant knew or should have known of its occurrence. The Administrator's answer at each Step shall be given in writing within seven (7) school days after each step meeting, which shall be held within seven (7) school days following receipt of appeal. Unless a grievance is appealed to the next step within seven (7) school days of the Administrator's answer, it shall be deemed settled in accordance with the Administrator's answer, which shall be considered acceptable to the grievant and the Association.

In the event the grievant and the Association are not satisfied with the disposition of a grievance at Step Two (2), the grievance may be submitted by the Association within thirty (30) school days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. Grievances filed by the Association are not subject to binding arbitration.

The jurisdiction and authority of the arbitrator and any opinion or award shall be confined to the express provision(s) of this Agreement at issue between the Association and the Board. The arbitrator shall not add to, alter, detract from, amend, or modify any provision(s) of this Agreement.

D. Miscellaneous

1. "Days" shall mean working school days.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
3. To avoid any dispute in determining compliance with the specified time limits, the day on which a written grievance, appeal, or notice of hearing is received shall not be included in determining the limitation period. All written grievance notices or appeals are deemed to have been received on the day after the date of postmark, if mailed, or on date stamped or recorded thereon by a school official, who shall initial the same, if hand delivered.
4. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and/or his/her representative and the Superintendent/designee.

This procedure will be pursued should the grievant become incapacitated or, if left unresolved until the next school year, could result in irreparable harm to a party in interest.

5. If a grievance affects a group or class of teachers, involving two or more teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step Two (2).
6. Both parties agree that grievance proceedings will be kept confidential at all levels.
7. Documents, communications, and records initiated during and related to the processing of a grievance shall be filed in a separate grievance file. A settled grievance that relates to a salary adjustment may be referred to in the personnel file of the grievant(s).
8. Arbitration hearings will be scheduled to commence at 10:00 a.m., when no more than three (3) employees of the Board of Education of Howard County (including the Grievant and/or Grievants) are required by the Association to testify. In any case in which the Association will require the attendance of more than three (3) employees, the hearing will be scheduled to commence at 3:00 p.m. If the parties mutually agree, the hearing may commence at an earlier or later time.

ARTICLE IV PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher shall be the concern of and warrant the review and appropriate action of the Board only:
1. As it may prevent the teacher from performing his/her assigned functions during school duty hours;
 2. As it may be in violation of local, state, national, or common law.
- B. Each teacher will be entitled to full rights of citizenship, and no religious or political activities of any such teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such person provided they do not affect his/her classroom performance.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Howard County School System, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue the truth in the performance of their teaching functions. They agree that subject to curriculum guidelines and appropriate supervision, the responsibility for teaching all appropriate material rests with the teacher.
- D. No student's grade shall be changed without a conference between the student's teacher and the administrator. After the conference, the teacher will be notified, in writing, of the administrator's decision. In the event the student's teacher is not available for a conference, the administrator will notify the teacher in writing of any changes in a grade.

ARTICLE V EVALUATION

- A. Nontenured teachers shall be observed and receive written observation reports at least four (4) times during the school year, twice during the first semester and twice during the second semester by their principal, assistant principal, or any other certificated central office personnel as approved by the Superintendent/designee.
- B. 1. In an evaluation year and with the school principal's approval, tenured teachers may select a "differentiated supervision" option. The options include:
- Peer coaching
 - Professional portfolio
 - Cooperative program review

2. In an evaluation year tenured teachers not on salary scale B shall be observed and receive written observation reports by the above-mentioned personnel at least twice a year, once during the first semester and once during the second semester.
- C.
1. In an evaluation year and with the approval of their final evaluator, tenured school psychologists and pupil personnel workers may select a "differentiated supervision" option. The options include:
 - Peer Coaching
 - Professional Portfolio
 2. In an evaluation year tenured school psychologists and pupil personnel workers shall be observed and receive written observation reports by the above-mentioned personnel at least twice a year.
- D. Written comments shall be made concerning any observation of the teacher's work performance. The teacher shall receive a duplicate copy of said observation within five (5) school days after it is made. A post-observation conference shall be held at the request of the teacher or observer. A teacher receiving an unsatisfactory observation shall receive a written explanation of the reasons for the unsatisfactory observation and recommendations for improvement.
- E. All monitoring or observation of the work performance of the teacher shall be conducted openly and with full knowledge of the teacher.
- F.
1. All teachers shall complete, in consultation with the administrator, the Professional Development and Evaluation Objective Form annually. Objectives are approved by the administrator and finalized by September 30 of each year. A teacher shall be notified of any revisions within five (5) working days. Changes will not be made after February 1 except under extenuating conditions.
 2. A non-tenured teacher, SPI, II, APC shall be evaluated at least once each semester using the Teacher Evaluation Form.
 3. A tenured teacher with a Standard Professional Certificate I (3rd year) shall be evaluated at least annually using the Teacher Evaluation Form.
 4. A teacher with a Standard Professional Certificate II (up to 7 years) shall be evaluated at least annually using the Teacher Evaluation Form and the Alternate Year Evaluation Form in alternating years. If there is unsatisfactory performance, the teacher will be evaluated at least annually using the Teacher Evaluation Form.
 5. A teacher with an Advanced Professional Certificate-APC (5 years) shall be evaluated at least three years within a five-year period. Formal evaluation shall be in the initial year of certification and one other year using the Teacher Evaluation Form. The Alternate Year Evaluation Form may be used for the third

evaluation. If there is unsatisfactory performance, the teacher will be evaluated at least annually using the Teacher Evaluation Form.

6. A teacher with an old Advanced Professional Certificate APC (10 years-issued prior to January 1, 1995) shall be evaluated at least once every other year using the Teacher Evaluation Form. If there is unsatisfactory performance, the teacher will be evaluated at least annually using the Teacher Evaluation Form.
7. A conference shall be held with the teacher as part of the evaluation process.
- G. The final evaluation shall be completed and a copy given to the teacher evaluated prior to the end of the school year.
- H. Teachers shall be given a copy of any evaluation report prepared by their evaluators within five (5) school days after it is completed, but not later than the last duty day for ten-month teachers. No such report will be submitted to the Office of Human Resources of the Department of Education, placed in the teacher's file, or otherwise acted upon without a prior conference with the teacher.
- I. Any derogatory material or information not previously made known to and discussed with the teacher shall not be deemed valid in evaluating said teacher.
- J. The procedures regarding evaluations and observations of certificated employees shall be consistent with Subtitle 07 - "school personnel" and Subtitle 12 - "certification" of the regulations of the Maryland State Board of Education.
- K. Teachers shall have the right, upon request, to review the contents of their personnel file, in the presence of a personnel officer, and to receive copies at Board expense of any documents contained therein which are not available from the original source or which the teacher had not previously received. A teacher shall be entitled to have a representative(s) accompany him/her during such review. The Board will protect the confidentiality of personal references, academic credentials, and other similar documents.
- L. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. He/she will also have the right to submit a written answer to such material and his/her answer will be reviewed by the appropriate administrator and attached to the file copy.
- M. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating such teacher will be promptly investigated and called to his/her attention unless the investigation is conducted by a law enforcement, social services, or other similar agency.

- N. Upon request of the teacher, a supervisor/central office specialist shall conduct a demonstration of the classroom teaching techniques and procedures in question. Further teaching demonstrations by a supervisor/central office specialist may be conducted at the discretion of his/her immediate director.
- O. No teacher will be disciplined or reprimanded without cause.
- P. Teacher proficiency tests shall not be the sole criterion used in the retention, evaluation, or promotion of teachers.

ARTICLE VI TRANSFERS

- A. Voluntary Transfers - a voluntary request by a teacher for a change in assignment to a different school(s).
 - 1. Teachers who desire to transfer to another building may file a written statement by March 1 of such desire with the Superintendent or his/her designee who shall notify the immediate supervisor of such request. Such statement will include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
 - 2. If the teacher's request for transfer is denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Superintendent or his/her designee.
 - 3. An applicant for transfer shall assume that he/she will continue in his/her present position until such time as he/she is notified, in writing, that his/her transfer has been granted; said notification shall be from the Superintendent or his/her designee.
 - 4. Voluntary transfers for teachers for the ensuing year will not be processed after August 1, except for extenuating reasons.
 - 5. A teacher must accept the voluntary transfer after June 1 unless the request is withdrawn, in writing, prior to June 1.
- B. Involuntary Transfers - an involuntary change in a teacher's assignment to a different school(s) due to student enrollment, program, or redistricting changes.
 - 1. Procedures
 - a. Volunteers from among those affected by the need for transfers will be given first consideration for transfer.

- b. Notice of transfer shall be given to the teacher when possible at least ten (10) days prior to the date of change in August and September and thirty (30) days prior to the date of change during the remainder of the year.
- c. An involuntary transfer will be made only after a meeting between the teacher involved and the appropriate administrator, at which time the teacher will be notified in writing, upon request, of the reason or reasons. In the event that a teacher objects to the transfer at this meeting, upon his/her request, the Superintendent or his/her representative will meet with him/her.
- d. A list of any open positions identified by field or qualification will be made available to all teachers being involuntarily transferred. Positions filled by long-term substitutes shall be considered vacancies for the purpose of transfers. An involuntarily transferred teacher will be considered for returning to his/her original position and school if and when said position becomes vacant within one (1) school year.
- e. Teachers returning from leave granted under Article XVII, Sections A, B, and D, and teachers who are involuntarily transferred will be placed ahead of (1) teachers returning from an approved leave of absence; (2) teachers requesting a voluntary transfer (except in situations where placement has already occurred before surplus teachers have been designated); and, (3) persons newly hired.

2. Notice

- a. The Superintendent/designee will consider the following in determining involuntary transfers:
 - (1) Teacher's area of competence.
 - (2) Length of service in the Howard County Public School System.
 - (3) The number of times a teacher 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.

ARTICLE VII ASSIGNMENT AND REASSIGNMENT

- A. Assignment - annual designation of a position involving grade(s) and/or subject(s) within a school.

1. Consideration shall be given to new and nontenured teachers in making assignments, recognizing their lack of experience.
 2. In arranging schedules for teachers who are assigned to more than one school, every effort will be made to limit the amount of interschool travel. Adequate travel time shall be allowed for teachers who are required to report to another school during the school day.
 3. All teachers will be given written notice of their salary schedules, class and/or subject assignments, and building assignments three (3) working days prior to July 15th. All teachers will be given written notice of their sick leave, annual leave, and personal leave accumulated for the forthcoming year not later than July 30, except in cases of emergency.
- B. Reassignment - a change in assignment within a school during the school year.
1. After a teacher has been assigned for the school year, it may be necessary to make a reassignment. Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be voluntary except in cases of emergency. Notice of reassignment shall be given to the teacher when possible at least ten (10) days prior to the date of change in August and September and twenty (20) days prior to the date of change during the remainder of the year.
 2. Reassignment will be made only after a meeting between the teacher involved and the appropriate administrator, at which time the teacher will be notified in writing, upon request, of the reason or reasons. In the event that a teacher objects to the reassignment at this meeting, upon his/her request, the Superintendent or his/her representative will meet with him/her.
 3. In reassigning teachers, items in VII.A.1 and A.2 will be considered.

ARTICLE VIII PROMOTIONAL VACANCIES

- A. **Announcements of Vacancies:** Announcements of vacancies shall be posted on the faculty bulletin boards, published by circular to the staff, and sent to the Howard County Education Association office. Announcements must be distributed at least fifteen (15) days before the closing dates for accepting applications.
- B. **Submission of Application:** Candidates must submit a letter of application to the appropriate office designated in the advertised vacancy.

ARTICLE IX CLASSROOM CONTROL

- A. When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting a school activity or instructional program to the detriment of other students, the teacher may temporarily, with notification to the principal, exclude the student from the activity and/or program and refer him/her to the principal or other school level disciplinary program(s) designed to assist such student(s). Except when necessary to fulfill other normal student responsibilities, the student shall not return to the classroom activity, program, or area where such disruption had taken place until the teacher is satisfied that proper remedial action has been taken or until the teacher has had a formal conference with and a written and/or verbal reply from the principal or assistant principal. The "student code of conduct" shall be considered by the school administrator in reviewing individual student disciplinary actions. The final school building level authority for student disciplinary action is the school principal.
- B. Any teacher threatened with physical abuse or is physically abused in connection with his/her employment shall immediately report the incident in writing to his/her immediate superior. Incidents involving verbal abuse shall be reported in a similar manner. The teacher may request a conference with the Superintendent or his/her representative to discuss such an incident or the corrective action taken.
- C. All schools shall have a two-way communications system in which a teacher can initiate calls to the school office. Schools presently without such systems shall have them included in their renovation plans.
- D. The principal of each school will be responsible for the development of an appropriate student disciplinary procedure with the involvement of all members of the faculty and administration. The procedure must be within the limits prescribed by law and the policies and practices of the Board of Education. It shall be the principal's responsibility to inform, in writing, the faculty and staff of the school disciplinary procedure. This shall be done in September of each school year.
- E. The initial responsibility for pupil behavior, safety, and control rests with the classroom teacher. The Board will provide all teachers with a policy of discipline as based on Maryland School Laws.

ARTICLE X PROTECTION OF TEACHERS

- A. The parties agree that they shall give support to the discipline procedures and policies of the Board and the items related to student discipline in this Agreement. The administration and the teachers recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, creed, color, or sex.

- B. Whenever a teacher is absent from school as a result of compensable personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a period not to exceed 90 days with no loss of fringe benefits, and no part of such absence will be charged to his/her annual or accumulated sick leave. Any worker's 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 Board will reimburse teachers for the cost of medical, surgical, or hospital services (as covered under workers' compensation insurance) incurred as the result of any injury sustained in the course of his/her employment.

- C. In the event of bomb threats against school system property, teachers will not be asked to search for bombs.
- D. Teachers, with the exception of pupil personnel workers, need not discuss student problems with parents away from the school site.
- E. In case of an assault by a student, or a nonstudent, on school property, on a teacher, causing damage or loss to his/her personal property--such as clothing--the Board shall make an equitable financial adjustment with the teacher for personal property losses not otherwise covered by insurance or restitution.
- F. Any physical assault upon a teacher by a student shall result in suspension of said student based on an investigation of the incident conducted by the school administrator. Except cases involving special education students, no student shall be returned to class without first providing an opportunity to discuss readmission with the teacher.
- G. No visitor shall be permitted to enter a classroom without approval of the administrator. A teacher will be notified, either orally or in writing, in advance by a school administrator.
- H. The Board shall provide, at the teacher's request, legal counsel to defend the teacher in an action arising out of an assault on a teacher in the course of the teacher's professional duties or arising out of any disciplinary action taken by a teacher in accordance with the disciplinary policy of the county.
- I. The teacher shall be informed in advance of the assignment of an instructional assistant and/or paraprofessional, and such assignment shall not be withdrawn except in case of emergency. The assignment may be withdrawn if the instructional assistant is assigned as a substitute for a teacher for that day only.

ARTICLE XI LIMIT OF DUTIES

- A. Teachers will continue to carry out such duties that are deemed necessary for the proper operation and function of the school provided that every effort be made by the Board to provide assistance to perform nonprofessional assignments.
- B. Teachers will not be required to perform custodial duties.
- C. Teachers will not be required to deliver books, equipment, or any heavy or bulky teaching materials to classrooms.
- D. Teachers will not be required to drive pupils to activities which take place away from the school building. Pupil personnel workers, however, will be required to drive pupils when it is part of their regularly assigned duties.
- E. The Board shall provide one teachers' secretary for each school to assist teachers in the preparation of materials, correspondence, ordering supplies, and other duties related exclusively to teachers. In the use of this secretary's time, or any other teachers' secretary who may be assigned, teachers' work shall have priority over administrative work.
- F. Only in cases of emergency shall teachers assigned to more than one school be assigned any nonteaching duties.
- G. Teachers shall not be required to supervise student teachers.
- H. Teachers, except for administrators, shall not be required to obtain substitutes but may obtain substitutes with the permission of the principal.

ARTICLE XII PERSONNEL EMPLOYMENT

- A. All new teachers will be placed on the proper step of the salary schedule according to their certification, experience, and education, but not to exceed Step 15 of the appropriate lane. No presently employed teacher will receive less than the salary indicated on the salary schedule for his/her credited certification, experience, and education.

Credit will be given for previous outside teaching experience in a duly accredited school (K-12 or any combination of grades within K-12) upon initial employment in accordance with the provisions of the above paragraph. Credit not to exceed two (2) years for military experience or alternative civilian service required by the selective service system and not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work, will be given upon initial employment.

Instructional Assistants who are or were employed as Instructional Assistants with the Howard County Public School System will be granted service credit not to exceed five (5) years for the purpose of placement on the Teachers Salary Scale, if and when they become Howard County teachers. This provision only applies to teachers hired beginning in FY03.

- B. Previously accumulated sick leave days will be restored to all teachers who return to teach in Howard County within two (2) years.
- C. The Superintendent and/or his/her designee shall inform teachers within thirty (30) days after receipt of changes in state and/or local certification policies.
- D.
 - 1. In any reduction of teachers as a result of budgetary actions, curriculum changes administrative reorganization, and/or reduction in enrollment, the reductions within the affected area of certification shall be in the following order:
 - a.
 - (1) Teachers holding provisional degree certificates.
 - (2) Nontenured teachers holding a standard professional certificate or an advanced professional certificate.
 - (3) Teachers rated as Class II.
 - (4) Tenured teachers holding a standard professional certificate or an advanced professional certificate.
 - b. The determining factors in the layoff of teachers within each of the above categories will be:
 - (1) Certification in the subject area.
 - (2) Length of service in the Howard County Public School System.
 - (3) Ability to teach the appropriate subject area(s).
 - The presence of these factors shall not be considered an admission regarding the negotiability of such factors.
 - c.
 - (1) Seniority shall be determined by the day, month, and year the teacher signed a regular or provisional contract with the Board or the date of a letter of assignment within each of the categories indicated in D.1.(a) of this article.
 - (2) In the event the date of the contract or letter of assignment is the same, and other criteria as included in 1.b. above are the same, affected employees will participate in an impartial lottery to determine the teacher to be laid off.

- (3) Approved leaves of absence and leave under Article XVII, Section A, B, or D will neither count toward years of service for seniority purposes nor be considered as a break in service (i.e. a teacher signed a contract on August 0, 1970 and taught through June 30, 1975 in the Howard County Public School System, had three years of maternity leave, and has been teaching continuously in the Howard County Public School System since returning from leave in September 1978, will have ten (10) years of continuous service, thus ten (10) years of seniority on June 30, 1983).
- d. Teachers who are laid off because of reduction in force will be placed on a priority recall list.
2. While teachers are on the priority recall list, no new teacher shall be hired except where:
- a. There are no teachers on the priority recall list certified to fill the vacancy, or
- b. All qualified teachers on the priority recall list decline the offer to fill the vacancy.
3. Recall Procedures
- a. A teacher on the priority recall list shall be notified in writing in the inverse order of layoff of any vacancy which occurs in his/her field of certification and prior employment status (e.g. full time, part time). A teacher on the priority recall list who was part time when terminated under this section will not be entitled to a position with more time unless conditions in D.2 of this article apply.
- b. The notification shall be by certified return receipt mail sent to his/her address on file in the Office of Human Resources.
- c. The teacher so notified shall respond to the Director of Human Resources in writing within ten (10) calendar days after receipt of the notification of the vacancy as to whether or not he/she will accept or reject the offer of the position. A nonresponse or a response received after ten (10) calendar days will be deemed as a rejection.
- d. (1) If the teacher rejects the position or cannot begin the new assignment within thirty (30) calendar days from the date of offer, the teacher shall have deemed to have waived his/her claim to that position provided, however, that a laid-off employee who has accepted employment in another Maryland public school system and is unable to obtain a release from his/her employment contract may decline an offer to return to work and maintain recall rights

for one year if the offer is issued later than July 1 for a position which will become available at the beginning of or during the following school year.

- (2) A teacher on the priority recall list may decline the offer of employment once within his/her area of certification and prior employment status (e.g. full time, part time).
- (3) By the end of one year from the date of being notified of the layoff, it is the teacher's responsibility to notify the Director of Human Resources in writing if he/she desires to remain on the priority recall list for the second year.

4. Benefits for teachers on the priority recall list

- a. Teachers on the priority recall list may at their option pay the group rate costs of all medical, health, and/or dental insurance benefits provided by this contract which the individual had at the time of layoff under this section. The employee may continue such coverage as long as he/she remains on the recall list and as long as he/she pays 100% of the premiums. The payments will be quarterly, in advance.
- b. Teachers recalled to active employment under these provisions shall have restored to them all sick leave and personal leave accrued prior to being terminated under this article.
- c. Layoff under this section will neither be considered as a break in service or count towards years of service for seniority purposes as long as a teacher is reemployed under the conditions of this section.

5. Tenured teachers on the priority recall list will be placed before teachers returning from leaves under Article XVII, except for those returning from leave as per paragraphs A, B, and D of Article XVII.

- E. For summer school positions or for any teaching or advisory positions other than driver education not performed during regular school hours, the Board shall utilize the services of its qualified professional employees, when such personnel are available.
- F. Teachers shall receive their pay checks in individually sealed envelopes or shall have the option of having their pay checks deposited directly through a bank designated by HCEA. In the event that a payday falls on a nonworking day, paychecks for teachers shall be delivered on the nearest working day to the scheduled pay date.
- G. Personnel employed for work, which is an extension of normal teaching duties, beyond the normal school year, excluding summer school, shall be compensated on a prorated sum based on the salary normally received if such work and rate of compensation are not provided in this agreement.

- H. Part-time teachers employed by the Board, based on qualifications and seniority, shall be considered for vacancies consistent with the provision of Article VI.A.

ARTICLE XIII REIMBURSEMENT

- A. Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all work-connected travel at the IRS rate. Teachers will be required to attend no more than three (3) countywide meetings per year without being reimbursed for mileage. Teachers who travel during the work day shall be reimbursed for all work-connected travel at the approved rate per mile for all driving done between the arrival at the first location at the beginning of their work day and leaving of the last location at the end of their work day.
- B. Teachers earning graduate or undergraduate college credit or approved staff development courses taken for credit toward certification shall be reimbursed for tuition costs by the Board. The rate of reimbursement is up to \$175 per credit up to a maximum of 45 graduate and a rate of up to \$140 per credit up to a maximum of 24 undergraduate credit hours while employed by the Board of Education of Howard County and if the course is a Maryland State Department of Education certificated area. Teachers may use unused undergraduate and graduate credit hours to renew teaching certificates.

If the cost of such tuition is less than the specified fiscal year amount per credit, the Board shall reimburse teachers for the full cost of said tuition. Reimbursement shall be made only upon written request by the teacher and provision by the teacher of an official grade report or official transcript indicating satisfactory completion of the course.

Occupational therapists, physical therapists, speech pathologists, and audiologists who are required to maintain a professional license or certification through an agency other than the Maryland State Department of Education shall be eligible for reimbursement for the cost of programs and/or courses required for licensing approved in advance. The total reimbursement shall not exceed \$420 per year.

If directed by the Superintendent/designee to obtain additional certification endorsements, the Board will provide additional reimbursement for tuition at the rate set forth in paragraph B after the reimbursement provisions of that paragraph have been exhausted.

- C. If a salary is affirmed for a school year on the basis of an anticipated certification status, said salary will not be diminished during that school year.
- D. Seventy-five thousand dollars (\$75,000) shall be allocated to paying the expenses of school-based teachers to attend professional meetings. For fiscal year 2004 the allocation shall increase to one hundred thousand dollars (\$100,000). These expenses of school-based teachers shall include food, transportation, lodging, and other convention expenses.

The teacher will also receive salary during this time. These days shall not be deducted from the sick or personal leave.

ARTICLE XIV ASSOCIATION RIGHTS AND PRIVILEGES

- A. There will be no reprisals of any kind taken against any teacher solely by reason of his/her membership in the Association or for participation in any of its lawful activities.
- B. The Association will be provided with copies of minutes of public session official Board meetings. The Board will be provided copies of minutes of public session meetings of the Association.
- C. The Association may request and shall be given a place on the agenda of all regular Board meetings for brief reports and announcements.
- D. The Superintendent shall be available upon reasonable request to meet with representatives of the Association.
- E. The principal of each school shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement in his/her school.
- F. The Association will be provided with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.
- G. The Association will have the right to have placed in the Superintendent's packet for all new teachers a letter prepared by the Association which informs said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Howard County Public School System.
- H. The Association shall be given a place on the agenda of the orientation program for new teachers to explain the function and benefits of membership.
- I. In order for the Association to properly fulfill this Agreement for the benefit of all teachers and the welfare of the school system, the Association representative may visit schools and talk with teachers, provided that the exercise of this right will not interfere with the educational program.
- J. The Association shall continue to use school buildings without cost at reasonable times for meetings provided the use of the building shall not result in any additional cost to the Board. The principal of the building in question will be notified in advance of the time and place of all such meetings.

- K. The Association representative will have the right to schedule meetings of the teachers before or after school work days or at any other times which do not disrupt the normal school program.
- L. 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 his/her advance approval will not be required.
- M. The Association will have the right to place Association notices, circulars, and other materials in all teachers' mailboxes. Copies of all such material will be given to the building principal and Superintendent, but his/her advance approval will not be required. The Association will also have the right to use the interschool mail to distribute prepackaged and labeled material, and its office shall be a designated stop on the interschool mail distribution route for delivery of interschool mail, so long as the Association office is on a regular route.
- N. No teacher will be prevented from wearing pins or other identification of membership in the Association.
- O. Teachers shall be allowed to attend professional meetings with the approval of the Superintendent.
- P. The rights and/or privileges granted to the Association in this Section will not be granted to any other teachers' group or organization during the term of this Agreement.
- Q. Officers and members of the Association recognize that school equipment, time, and materials are intended primarily for use of pupils.
- R. Unless a teacher requests that his/her address and phone number not be distributed, the Association faculty representative shall be provided with a faculty list, including home addresses and telephone numbers, by September 15.
- S. Association officers and/or representatives shall be permitted to draw upon a total of forty (40) full days for use for Association business. Upon request of the president, a representative shall be released from professional duties for Association duties, with payments of substitutes borne by the Association. Notice of such absence shall be given as far in advance as reasonably possible to the employee's immediate superior, but in no case shall the notice be less than 48 hours. No one may use more than five (5) consecutive days under this policy.

Any Association leave days remaining at the end of each year may be deducted from the amount HCEA pays to the Board for the Association president's salary. The amount deducted for each day will be the difference between the daily substitute rate and the daily rate of the president.

- T.** In addition to paragraph S, the Association may designate a maximum of thirty-five (35) unit members to attend the annual corporate meeting of the Maryland State Teachers' Association (MSTA).
- 1.** The Association shall, ten (10) calendar days prior to the first day of the MSTTA corporate meeting, submit a list of unit member names designated to attend said meeting to the Superintendent. His/her approval will not be necessary.
 - 2.** The Board shall allow the designated unit members not more than one (1) full duty day for such attendance, without loss of pay or any other benefit due them, per school year.
 - 3.** The Board and the Association agree that this section (Article XIV, Section T) does not apply if schools are closed on the day that the annual corporate meeting of the Maryland State Teachers' Association is held.
- U.** 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 teachers as a group.
- V.** The Board shall furnish to the Association in response to reasonable request from time to time available information concerning the financial resources of the system, including but not limited to: annual financial reports, names of certificated personnel, individual and teacher group health insurance premiums and experience figures, and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and the students.
- W.** Association representatives and 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 for the purpose of attending scheduled Association meetings. Such early departure shall not exceed two (2) times per month.
- X.** The Association president shall have access to the sick leave bank when 15 days of Association-provided sick leave are exhausted.

ARTICLE XV

SICK AND BEREAVEMENT LEAVE

- A.** Teachers shall earn and be credited sick leave at the rate of one (1) work day per month, the annual total of which shall be available at the beginning of the school year after the first day of duty.

The total unused portion of the annual sick leave allowance shall be permitted to accumulate to an unlimited amount.

All teachers may use their accumulated sick leave as of the first day of the school year, even though they have not been able to report for duty on that day, provided the teacher presents evidence of personal illness.

- B. A teacher shall be allowed five (5) week days of absence from school without loss of salary on the death of a child, parent, brother, sister, husband, wife, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepchildren, brother-in-law, sister-in-law, grandparents of spouse, or of anyone who has lived regularly in the household of the teacher. One day of bereavement leave will be allowed for the death of an aunt, uncle, niece, or nephew.
- C. Teachers under contract for less than full time shall be allowed sick leave and bereavement leave based on the percentage of time worked.
- D. Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability under all Board policies, and the teacher must return to work as soon as physically able, unless the teacher resigns or requests a leave of absence.
- E. Teachers who do not receive annual leave will be allowed to use up to ten days of sick leave for illness in the immediate family.

ARTICLE XVI TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with full pay each school year:
 - 1. Personal leave
 - a. Two (2) days of leave per year, with no loss of pay, shall be available to each teacher for personal leave.
 - b. The teacher shall not be required to give the reason for taking personal leave but, except in cases of emergency, must notify the principal of his/her intention 24 hours in advance.
 - c. Unused personal leave days may be accumulated up to four (4), and any days in excess of four (4) shall be transferred to sick leave.
 - d. Personal leave may not be used solely to extend holidays and/or vacation periods. Personal leave may be granted by the Superintendent/designee during these periods provided that the request is made in writing at least ten (10) school days in advance.
 - e. Misuse of leave shall result in deduction of full pay.

2. Legal Proceedings

- a. A teacher shall be granted leave with no loss of pay for appearances in any legal proceedings connected with his/her employment or with the school system and for court subpoena when the teacher is called as a witness.
- b. A teacher called for jury duty shall notify his/her principal of his/her plans for such service as early as possible and shall receive full pay and fringe benefits in addition to remuneration for jury duty.

3. Temporary Military Service

- a. Leave with no loss of pay for a maximum of fifteen (15) calendar days annually may be granted to teachers called into emergency temporary active duty of any federal or state military unit, provided such obligation cannot be fulfilled on days when school is not in session.

**ARTICLE XVII
EXTENDED LEAVES OF ABSENCE**

- A. The Board agrees that up to one (1) teacher who has achieved tenure and is designated by the Association will, upon request, be granted a leave of absence without pay or other benefits for a minimum of one (1) year for the purpose of engaging in Association (local, state, or national) activities. In addition, a tenured teacher who is elected MSTA president or vice-president or NEA president or vice president will, upon request by HCEA, be granted a leave of absence without pay or other benefits for the year(s) the teacher is president.
- B.
 1. An individual elected to serve as President of the Howard County Education Association shall remain a full time employee of the Howard County Public School System and shall be granted leave status for the period of his/her term.
 2. During his/her term, the President of HCEA shall be placed on Salary Scale B, on the salary scale for 12-month Coordinator Staff Development Facilitator scale. The annual salary shall be determined based upon the provisions for placement on Schedule B.
 3. The salary and fringe benefits for the HCEA President will be paid by the Howard County Public School System and reimbursement will be made to Howard County Public School System by HCEA.
 4. Upon completion of his/her term(s), the HCEA President will return to a ten-month position and salary, subject to the terms of the Master Agreement.

- C. A leave of absence without pay of up to two (2) years may be granted to any teacher on tenure who serves successfully in the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs.
- D. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board.
- E. Military leave without pay will be granted to any teacher who is inducted into any branch of the Armed Forces of the United States for the period of said induction.
- F. Tenured teachers, at their request, shall normally be granted a leave of absence for child rearing, without pay, for such a period of time as the teacher requests, but not to exceed two (2) years. The Board may, at the teacher's request, renew this leave on an annual basis for a period not to exceed three (3) years per occurrence. Applications for such leave shall be made as soon as possible, but normally at least thirty (30) days prior to the effective date.
- G. The Board may grant a leave of absence without pay to any teacher on tenure to campaign for public office or to campaign for a candidate for public office. Leave will be granted for a minimum of one (1) semester.
- H. Any teacher whose illness extends beyond the period covered by his/her accumulated sick leave and any additional sick leave granted to him/her by the Board may be granted a further leave without pay for such time as is necessary for complete recovery from such illness.
- I. Upon return from leave granted pursuant to A, B, or D, of this Article, a teacher shall be restored to his/her former position or to a position of like nature and status and will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A teacher will not receive increment credit for time spent on leave granted pursuant to Section C, E, F, G, or J of this section.

The following are applicable generally to all extended leaves unless elsewhere excluded in this Agreement:

- 1. Other benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or to the first available position for which he/she is certificated.
- 2. All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing; and the Superintendent/designee will make a written response to all such requests.

3. Leaves taken under Section B or C of this article shall be planned to commence and terminate at the beginning of the fall semester. Said leaves shall be requested no later than July 15.
- I. Nothing contained herein shall prevent a teacher on leave without pay from being a substitute in the Howard County School System while on such leave.
- J. A leave of absence for up to one school year without pay may be granted to a teacher to care for a sick member of his/her immediate family (son, daughter, husband, wife, mother, father). Appropriate medical statements shall be submitted to the personnel office to verify the need.
- K. Teachers whose leave expires must notify the Office of Human Resources by April 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.
- L. Other leaves may be granted at the discretion of the Board of Education.

ARTICLE XVIII WORKING HOURS AND WORK LOAD

- A. Teachers shall be assigned appropriate starting and dismissal times, provided that the total regular work day will be no longer than 7 hours and 35 minutes consecutively, except when faculty meetings are held. In the event that it becomes necessary to assign nonteaching duties during the regular work day, such duties will be assigned on a just basis.

In regard to delayed opening and/or early dismissal days, the workday of classroom teachers will begin twenty (20) minutes before the scheduled student starting time on said day and will end thirty (30) minutes after the scheduled student dismissal time on said day.

- B. The school calendar shall include one hundred ninety (190) working days for all ten-month teachers. Beginning in FY 2004 one (1) day will be added to the school calendar to increase the number of working days to 191. In FY 2005 one (1) day will be added to the school calendar to increase the number of working days to 192. These additional days may be used to increase the number of student instruction days. These days may also be used as professional days that will focus on instruction and student achievement. These professional days will be used by teachers to concentrate on the achievement of their students. Individual planning for instruction, working collaboratively with colleagues, professional development plan implementation and other team/departments work focused on improving student performance are all appropriate uses of this day. System wide professional development activities associated with school system priorities may be made available on these days.

- a. **Eleven-month personnel:** Twenty (20) days more than a ten-month teacher.
- b. **Twelve-month personnel:** All represented twelve-month employees will work every day the central office is open; except, those assigned to schools will have winter and spring breaks the same as ten-month teachers.
- C. **All twelve-month employees will receive 20 days annual leave. Unused annual leave may be accumulated up to a maximum of 40 days.**
- D. **Every reasonable effort shall be made to start faculty meetings on time and to keep meetings as brief as possible. Except in cases of emergency, there shall only be one school wide faculty meeting per month, which may extend no more than one-half (1/2) hour beyond the regular work day. Two other faculty meetings per month may be held within the regular work day, between the time of student dismissal and the end of the regular teacher work day. Every effort will be made to begin such meetings ten (10) minutes after the student dismissal time.**

Attendance at all other assignments or meetings other than during the regular work day will be at the option of the individual teacher.

- E. **Teachers shall have a 30-minute, duty-free lunch period. On regularly scheduled student days, the teacher's lunch period shall be scheduled within the student day. This provision does not apply when the school or student day is shortened for any reasons.**

Teachers shall not be required to stay in their building during the duty-free lunch period. Teachers should notify the school office before leaving and upon returning. In an emergency, it is understood that a principal may limit the number of teachers who may leave at any one time.

- F. **Secondary school teachers will, in addition to their lunch period, have daily preparation time of at least fifty (50) consecutive minutes during the regular student day in which they will not be assigned to any other duties.**

Elementary teachers will, in addition to their lunch period, have weekly preparation time during the student week of at least two hundred fifty (250) minutes, with at least one hundred eighty (180) minutes of such time scheduled in blocks of not less than thirty (30) minutes. During this preparation time, they will not be assigned to any other duties. The scheduling of daily planning periods shall be determined by the principal after consultation with the faculty.

The planning time provisions noted herein will be adhered to when no additional expenditures are required for the additional planning in excess of what was provided in the 2001-2002 school year.

- G. **Secondary school teachers will not be required to teach more than two (2) subject areas (e.g. social studies, science), except in cases of emergency.**

- H. When a special teacher is in charge of the class, the regular teacher shall have the option to leave the classroom.
- I. Both the Board and the Association recognize the important contribution of PTA and PTSA organizations to the school system and encourage participation by teachers in their activities.
- J. No more than two (2) emergency daily lesson plans will be on file for use by a substitute teacher. The lesson plans shall be updated within five (5) school days upon the return of the teacher to his/her regular assignment.
- K. Substitutes shall be provided for all classroom teachers (including media personnel and specialists) who attend professional conferences and activities, including inservice meetings held and approved teacher visitations to other county schools.

Substitutes will not be provided for physical therapists, occupational therapists, speech pathologists, gifted and talented resource teachers, guidance personnel, teachers of the vision impaired, teachers of the hearing impaired, work study coordinators, trainer/teacher assigned to the county diagnostic center, or audiologists, facilitators, supervisors, 11-month specialists, coordinators.
- L. Media specialists who are teaching a class shall not be required to provide normal media services during said teaching time.

ARTICLE XIX TEACHING CONDITIONS

- A. The Board shall provide:
 - 1. A separate, adequate, dining area for teachers.
 - 2. Well-maintained, properly lighted, clean, ventilated, safe, healthful, and furnished classrooms and/or teaching areas.
 - 3. Adequate, well-maintained playground space.
 - 4. The faculty shall arrange for the installation of vending machines after consultation with the principal. All the proceeds from the machines shall be used in such manner as the faculty of that building shall determine.
 - 5. At the faculty's request, pay telephones shall be installed in each school for the teachers' personal use. The location of such telephones shall be such as to ensure privacy of conversation. Any expense of such telephones shall be paid from the proceeds derived from the vending machines mentioned in Section A, subsection (4) of this article or, when necessary, from supplementary funds which teachers themselves may provide for the purpose.

6. An appropriately furnished room to be used as a faculty lounge.
 7. Desks and file cabinets for teachers. Lockable desks or file cabinets will be provided as replaced.
- B. To the extent possible and within limits of the funds available, in existing buildings, and in all new buildings, the Board shall provide the following:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. Well-lighted and clean teachers' restrooms separate for each sex and separate from the students' rest rooms.
 3. Working, conference, and storage facilities for special instructional personnel.
 4. Sinks for all kindergarten, primary, and special education classrooms and/or teaching areas.
- C. Classroom interruptions shall be permitted only in case of emergency or announcements of building-wide concerns.
- D. Unless provided free publicly, all medical examinations and tests required for employment in the Howard County School System shall be paid by the Board.
- E. Whenever a principal is absent for more than one-half (1/2) day and a teacher is appointed acting principal, the teacher shall be relieved of his/her classroom duties for the period of the principal's absence. When a principal is absent for one-half (1/2) day or less, no substitute will be provided, and the teacher designated as acting principal shall not be expected to handle any matters coming into the principal's office other than emergency situations which require immediate attention. In spite of the principal's absence, he/she is fully responsible for actions and decisions made through the principal's office during his/her absence.
- Teachers appointed as acting principal by the Board on the recommendation of the Superintendent will be compensated at the appropriate administrative salary level for that teacher, and he/she shall be fully responsible for actions and decisions made as acting principal.
- F. When the work of noninstructional personnel tends to interfere with a teaching situation, the teacher may request that such work be rescheduled to a more appropriate time.
- G. Teachers may be required only to check in (✓) at the beginning of each school day.

H. Labor/Management Committee

1. Purpose

The intent of the Labor/Management Committee is to provide a forum for discussing and attempting to resolve non-negotiated matters of mutual concern of the parties. 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, and one other representative of the Association to be determined by the president, a MSTA/HCEA uniserv director, the superintendent or designee, chief business officer, and chief negotiator for the Board. 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.

3. Chairperson

A Standing member of the Labor/Management Committee calling the meeting will chair the meeting.

4. Minutes

It will be the responsibility of the standing member calling and chairing the meeting to record the minutes that will be signed by the standing members in attendance, attesting to their accuracy. Copies of the minutes will be distributed to all members who were in attendance at the meetings.

5. Date, Time, and Agenda of Meetings

Meetings may be called at the request of either party. Meetings will be requested a minimum of two weeks in advance along with the proposed agenda items of the requesting party. Proposed agenda shall normally be limited to two hours and shall include the topics along with a brief description. Topics not on the agenda will not be discussed. However, it is recognized that either party may initiate a topic not on the agenda provided the other party concurs that it is of an emergency nature or a current item that would be of benefit to be discussed as soon as possible.

6. As time permits, each topic will be discussed fully and recommendations made on the topic before proceeding to another topic. Topics requiring further study may be tabled and brought for further discussion at a future meeting. If there is no mutually satisfactory decision reached on a topic, no recommendation will be made.

ARTICLE XX
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

A. TEACHERS' SALARY SCHEDULE

SALARY GRADES:						
PD	Provisional Degree Certificate			C	Master's Degree	
A	Standard Professional Certificate			D	Master's Degree plus 30 credit hours	
B	Bachelor's plus APC or 30 credit hours applicable to APC			E	Earned Doctorate	
Effective July 1, 2002						
GRADE/STEP	PD	A	B	C	D	E
1						
2	26,352	33,160	33,975	34,724	35,571	36,450
3	27,492	34,333	35,506	36,418	37,395	38,405
4	28,698	35,538	37,102	38,209	39,349	40,489
5	29,968	36,809	38,763	40,066	41,369	42,672
6	31,271	38,274	40,392	41,695	42,998	44,301
7	32,574	39,740	42,020	43,323	44,626	45,929
8	33,877	41,206	43,649	44,952	46,255	47,558
9	35,180	42,672	45,278	46,581	47,884	49,187
10	36,483	44,138	46,907	48,210	49,512	50,815
11		45,604	48,535	49,838	51,141	52,444
12		47,069	50,164	51,467	52,770	54,073
13			51,793	53,096	54,399	55,702
14			53,421	54,724	56,027	57,330
15			57,330	58,633	59,936	61,239
16			57,330	58,633	59,936	61,239
17			57,330	58,633	59,936	61,239
18			60,588	61,891	63,194	64,497
19			60,588	61,891	63,194	64,497
20			60,588	61,891	63,194	64,497
21			63,845	65,148	66,451	67,754
22			63,845	65,148	66,451	67,754
23			63,845	65,148	66,451	67,754
24			63,845	65,148	66,451	67,754
25			67,102	68,405	69,708	71,011
26			67,102	68,405	69,708	71,011
27			67,102	68,405	69,708	71,011
28			67,102	68,405	69,708	71,011
29			67,102	68,405	69,708	71,011
30			67,102	68,405	69,708	71,011
31 & Over			69,057	70,360	71,663	72,966

ARTICLE XX
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

A. TEACHERS' SALARY SCHEDULE

SALARY GRADES:						
PD	Provisional Degree Certificate			C	Master's Degree	
A	Standard Professional Certificate			D	Master's Degree plus 30 credit hours	
B	Bachelor's plus APC or 30 credit hours			E	Earned Doctorate	
	applicable to APC					
EFFECTIVE JULY 1, 2003						
GRADE/STEP	PD	A	B	C	D	E
2	27,406	34,487	35,334	36,113	36,994	37,908
3	28,592	35,706	36,926	37,874	38,891	39,941
4	29,846	36,960	38,586	39,738	40,923	42,109
5	31,167	38,281	40,314	41,669	43,024	44,379
6	32,522	39,805	42,007	43,363	44,718	46,073
7	33,877	41,330	43,701	45,056	46,411	47,767
8	35,232	42,854	45,395	46,750	48,105	49,460
9	36,587	44,379	47,089	48,444	49,799	51,154
10	37,942	45,903	48,783	50,138	51,493	52,848
11		47,428	50,477	51,832	53,187	54,542
12		48,952	52,171	53,526	54,881	56,236
13			53,864	55,220	56,575	57,930
14			55,558	56,913	58,268	59,624
15			59,624	60,979	62,334	63,689
16			59,624	60,979	62,334	63,689
17			59,624	60,979	62,334	63,689
18			63,011	64,366	65,721	67,076
19			63,011	64,366	65,721	67,076
20			63,011	64,366	65,721	67,076
21			66,399	67,754	69,109	70,464
22			66,399	67,754	69,109	70,464
23			66,399	67,754	69,109	70,464
24			66,399	67,754	69,109	70,464
25			69,787	71,142	72,497	73,852
26			69,787	71,142	72,497	73,852
27			69,787	71,142	72,497	73,852
28			69,787	71,142	72,497	73,852
29			69,787	71,142	72,497	73,852
30			69,787	71,142	72,497	73,852
31 & Over			71,819	73,174	74,529	75,884

ARTICLE XX
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

A. TEACHERS' SALARY SCHEDULE

SALARY GRADES:						
PD Provisional Degree Certificate				C Master's Degree		
A Standard Professional Certificate				D Master's Degree plus 30 credit hours		
B Bachelor's plus APC or 30 credit hours				E Earned Doctorate		
applicable to APC						
EFFECTIVE JULY 1, 2004						
GRADE/STEP	PD	A	B	C	D	E
1						
2	29,051	36,556	37,454	38,280	39,214	40,183
3	30,308	37,849	39,142	40,147	41,225	42,338
4	31,637	39,178	40,901	42,122	43,379	44,636
5	33,037	40,578	42,733	44,169	45,606	47,042
6	34,474	42,194	44,528	45,965	47,401	48,838
7	35,910	43,810	46,324	47,760	49,197	50,633
8	37,346	45,426	48,119	49,556	50,992	52,429
9	38,783	47,042	49,915	51,351	52,788	54,224
10	40,219	48,658	51,710	53,147	54,583	56,020
11		50,274	53,506	54,942	56,379	57,815
12		51,890	55,301	56,738	58,174	59,611
13			57,097	58,533	59,970	61,406
14			58,892	60,329	61,765	63,202
15			63,202	64,638	66,074	67,511
16			63,202	64,638	66,074	67,511
17			63,202	64,638	66,074	67,511
18			66,793	68,229	69,665	71,102
19			66,793	68,229	69,665	71,102
20			66,793	68,229	69,665	71,102
21			70,384	71,820	73,256	74,693
22			70,384	71,820	73,256	74,693
23			70,384	71,820	73,256	74,693
24			70,384	71,820	73,256	74,693
25			73,975	75,411	76,847	78,284
26			73,975	75,411	76,847	78,284
27			73,975	75,411	76,847	78,284
28			73,975	75,411	76,847	78,284
29			73,975	75,411	76,847	78,284
30			73,975	75,411	76,847	78,284
31 & Over			76,129	77,566	79,002	80,438

NOTES:

- (1) Teachers who are currently on the provisional degree scale, Schedule A, Step 10, or above, shall continue to receive negotiated salary increases until they move to another scale or leave the school system.
- (2) Salary payments for ten (10)-month employees will be made on a biweekly basis over a ten- or twelve-month period at the option of the teacher. Such decision shall be made by the teacher within the first five (5) working days of the new school year and shall remain in effect for the duration of the ten (10) or twelve (12)-month period. Teachers not giving notice on the appropriate form will be paid on a twelve (12)-month basis.
- (3) Teachers successfully completing the National Board of Professional Teacher Certification program shall be paid \$2,000 annually; in addition to his/her annual salary. The Board of Education's financial obligations, for this stipend shall be reduced or eliminated pursuant to any related fiscal action by the State of Maryland or any other fiscal authority.
- (4) **11-Month Guidance Counselors**
The salary for any guidance counselor assigned to work 11 months shall be determined by the appropriate placement on the teachers' salary schedule and an additional 10%.

B. OTHER CERTIFICATED STAFF SALARY SCALE**2002-2003**

EFFECTIVE JULY 1, 2002		
GRADE/STEP	SALARY	SALARY
1	54,025	57,781
2	56,726	60,696
3	59,427	63,612
4	62,128	66,528
5	64,829	69,443
6	67,531	72,359
7	70,233	75,274
8	72,934	78,190
9	75,635	81,105
10	77,526	83,226
11	78,336	84,021
12	78,336	84,021
13	79,957	85,876
14	79,957	85,876
15	81,038	86,936
	(11 Months) Pupil Personnel Worker Psychologist	(12 Months) Coordinator Staff Development Facilitator

B. OTHER CERTIFICATED STAFF SALARY SCALE**2003-2004**

EFFECTIVE JULY 1, 2003		
GRADE/STEP	SALARY	SALARY
1	56,186	60,092
2	58,995	63,124
3	61,804	66,156
4	64,613	69,189
5	67,422	72,221
6	70,232	75,253
7	73,042	78,285
8	75,851	81,318
9	78,660	84,349
10	80,627	86,555
11	81,469	87,382
12	81,469	87,382
13	83,155	89,311
14	83,155	89,311
15	84,280	90,413
	(11 Months) Pupil Personnel Worker Psychologist	(12 Months) Coordinator Staff Development Facilitator

B. OTHER CERTIFICATED STAFF SALARY SCALE**2004-2005**

EFFECTIVE JULY 1, 2004		
GRADE/STEP	SALARY	SALARY
1	59,557	63,698
2	62,535	66,911
3	65,512	70,126
4	68,490	73,340
5	71,467	76,554
6	74,446	79,769
7	77,425	82,982
8	80,402	86,197
9	83,380	89,410
10	85,465	91,748
11	86,358	92,625
12	86,358	92,625
13	88,145	94,670
14	88,145	94,670
15	89,336	95,838
	(11 Months) Pupil Personnel Worker Psychologist	(12 Months) Coordinator Staff Development Facilitator

NOTES

- A. Entry level placement on Schedule B due to promotion is determined by the individual's current salary multiplied by a factor of eleven--tenths (11/10ths) or twelve-tenths (12/10ths), depending on promotion to an eleven (11)- or twelve (12)-month position. If a step on the appropriate salary scale matches an individual's newly computed salary, the individual is placed on that step. If an individual's computed salary is between steps; the placement is on the step above the individual's computed step.
- B. Instructional Leaders and Team Leaders shall receive a supplement of \$1,800.
Instructional Leaders and Team Leaders shall receive a supplement of \$2,000 effective fiscal year 2004.
- C. Compensation for coaches and advisors in schools where a program is funded by the board. Adjustments within classifications at individual schools may be made by the principal based on student participation and staffing needs, subject to the approval of the Superintendent/ designee.

1. Coaches - Coaches will be reimbursed up to the total per sport stipend noted below.

INTERSCHOLASTIC ATHLETICS/COACHES' SALARY SCALE - 2002-2003

SPORT	REIMBURSEMENT
<u>Football</u>	
Varsity, head coach (1)	\$4,090
Varsity, assistant (2)	\$3,030
Jr. Varsity (2)	\$3,030
<u>Soccer</u>	
Varsity (2)	\$3,250
Jr. Varsity (2)	\$2,148
<u>Wrestling</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Basketball – Boys</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Basketball – Girls</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Lacrosse – Boys</u>	
Varsity (1)	\$3,250
Assistant (1)	\$2,148
Jr. Varsity (1)	\$2,148
<u>Lacrosse – Girls</u>	
Varsity (1)	\$3,250
Assistant (1)	\$2,148
Jr. Varsity (1)	\$2,148
<u>Field Hockey</u>	
Varsity (1)	\$3,250
Jr. Varsity	\$2,148
<u>Softball</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Baseball</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Cross Country</u>	
Varsity (2)	\$2,657
<u>Volleyball</u>	
Varsity (1)	\$2,657
Jr. Varsity or Freshmen (1)	\$2,148

SPORT	REIMBURSEMENT
Outdoor Track - Boys	
Varsity (1)	\$2,657
Assistant (1)	\$2,148
Outdoor Track - Girls	
Varsity (1)	\$2,657
Assistant (1)	\$2,148
Indoor Track - Boys	
Varsity (1)	\$2,657
Indoor Track - Girls	
Varsity (1)	\$2,657
Tennis	
Varsity (1)	\$2,657
Athletic Director	\$4,090

() Denotes number per high school

2. Advisors

ACTIVITY	REIMBURSEMENT
National Honor Society Advisor	\$1,337
Student Council Advisor (1)	\$1,337
ATHS Advisor - 1 Advisor (American Technical Honor Society)	\$1,337
Junior Class Advisor (1)	\$1,337
Newspaper (1)	\$1,337
Cheerleader Sponsor (2) (1 per fall and winter season)	\$1,337 (50% per season)
Speech Sponsor (1)	\$1,337.00
Math Team Sponsor (1)	\$1,337
Band Front/Pom Poms (1)	\$1,337
It's Academic (1)	\$1,337
Senior Class Advisor (1)	\$1,750
Yearbook Sponsor (1)	\$1,750
Vocal Music (1)	\$2,050
Dramatics (1)	\$2,537
Music; Instrumental (1)	\$2,537
Stage Production (1) (2 major productions)	\$2,537

() Denotes number per high school

INTERSCHOLASTIC ATHLETICS/COACHES' SALARY SCALE - 2003-2005

SPORT	REIMBURSEMENT
<u>Football</u>	
Varsity, head coach (1)	\$4,090
Varsity, assistant (2)	\$3,030
Jr. Varsity (2)	\$3,030
<u>Soccer</u>	
Varsity (2)	\$3,250
Jr. Varsity (2)	\$2,148
<u>Wrestling</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Basketball – Boys</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Basketball – Girls</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Lacrosse – Boys</u>	
Varsity (1)	\$3,250
Assistant (1)	\$2,148
Jr. Varsity (1)	\$2,148
<u>Lacrosse – Girls</u>	
Varsity (1)	\$3,250
Assistant (1)	\$2,148
Jr. Varsity (1)	\$2,148
<u>Field Hockey</u>	
Varsity (1)	\$3,250
Jr. Varsity	\$2,148
<u>Softball</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Baseball</u>	
Varsity (1)	\$3,250
Jr. Varsity (1)	\$2,148
<u>Cross Country</u>	
Varsity (2)	\$3,250
<u>Volleyball</u>	
Varsity (1)	\$3,250
Jr. Varsity or Freshmen (1)	\$2,148

SPORT	REIMBURSEMENT
<u>Outdoor Track - Boys</u>	
Varsity (1)	\$3,250
Assistant (1)	\$2,148
<u>Outdoor Track - Girls</u>	
Varsity (1)	\$3,250
Assistant (1)	\$2,148
<u>Indoor Track - Boys</u>	
Varsity (1)	\$3,250
<u>Indoor Track - Girls</u>	
Varsity (1)	\$3,250
<u>Tennis</u>	
Varsity (1)	\$3,250
<u>Athletic Director</u>	\$4,090

() Denotes number per high school

2. Advisors

ACTIVITY	REIMBURSEMENT
National Honor Society Advisor	\$1,435
Student Council Advisor (1)	\$1,435
ATHS Advisor - 1 Advisor (American Technical Honor Society)	\$1,435
Junior Class Advisor (1)	\$1,435
Newspaper (1)	\$1,435
Cheerleader Sponsor (2) (1 per fall and winter season)	\$1,435 (50% per season)
Speech Sponsor (1)	\$1,435
Math Team Sponsor (1)	\$1,435
Band Front/Pom Poms (1)	\$1,435
It's Academic (1)	\$1,435
Senior Class Advisor (1)	\$1,815
Yearbook Sponsor (1)	\$1,815
Vocal Music (1)	\$2,175
Dramatics (1)	\$2,690
Music; Instrumental (1)	\$2,690
Stage Production (1) (2 major productions)	\$2,690

() Denotes number per high school

4. Each athletic director will have one coordinating period during the student day, in addition to lunch and planning time.

E. Intramural Activities

Middle school intramural sponsors will be compensated \$240 per activity as approved by the Superintendent/designee. Middle school intramural sponsors will be compensated \$280 per activity as approved by the Superintendent/designee effective fiscal year 04.

F. Part-Time Teachers

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

Part-Time Teacher Salary Category	Number of Minutes in Teacher Work Day
.50	228
.55	250
.60	273
.65	296
.70	319
.75	341
.80	364
.85	387
.90	410

2. A part-time teacher's salary will be computed based on the percentage of instruction time and any other assigned responsibilities scheduled during the regular school day.
3. A 30-minute lunch period and 40 minutes of planning time will be provided for teachers assigned to a .5 and higher position.
4. The percentage of any sick and personal leave in days will be consistent with the percentage of assignment.
5. Reimbursement for health benefits for part-time teacher, .5 and above, will be the same as for a full-time teacher.
6. Effective July 1, 1996, salary category .90 shall not be used to develop a teaching schedule in any four-period day high school unless the tenured teacher voluntarily selects the .90 category designation.

ARTICLE XXI
DEDUCTIONS FROM SALARY

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

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 finance 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.

The Association will give the Board thirty (30) days' written notice prior to the effective date of any change in the rate of dues.

In the event a teacher terminates employment, the Board shall deduct, when possible, the unpaid dues for the current membership year from the teacher's final check and transmit these dues promptly to the Association.

- B. Payroll deductions will be available at the request of the individual teacher for:

1. Massachusetts Mutual Contingent Disability Income Protection
 2. Horace Mann Life
 3. Metropolitan Life
 4. American United Life and United Teacher Associates, Inc.
 5. Teacher Association Dues
 6. Hospitalization, Health, Major Medical
 7. Credit Union
 8. Community Fund
 9. Teacher Retirement
 10. Acacia Mutual
 11. U. S. Savings Bonds
12. Tax Sheltered Annuities in existence and utilized by unit members during the 1989-90 school year.
13. 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.
- C. The Board agrees to deduct charitable contributions from teachers' salaries only when the teacher has duly authorized such deduction and has voluntarily determined the amount of such a contribution. No individual quotas will be established. Teachers shall not be pressured to give to charities.

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

ARTICLE XXII INSURANCE PROTECTION

A. Life Insurance

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

B. 84-85 Medical/Dental Program

The Board shall pay ninety percent (90%) of the cost of a group medical, surgical, and major medical insurance plan for each teacher and dependents, if any, as governed by the insurance carrier. A teacher may select any insurance coverage alternative as to dependents as provided in the plan. The health insurance benefits included in the 1983-1984 plan shall be maintained.

For each teacher enrolled, the Board shall pay ninety percent (90%) of the premium cost for an individual Dental Program. The teacher may elect to purchase dependent coverage.

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

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

- a. Each year during open enrollment as established by the Board, each teacher will be required to make an election between participating in the VIP program or continuing his/her participation in the 1984-85 (XXIII, Section B) medical/dental programs.

Teachers hired after July 1, 1993, may not select the "Traditional Medical Plan."

- b. This election will be irrevocable for the Plan Year (October 1 to September 30).
- c. Each open enrollment period, as established by the Board, teachers who are still participating in the current insurance arrangement will be given an opportunity to participate in the VIP Program.
- d. Once a teacher elects to participate in the VIP Program, he/she will not be allowed to participate in the prior insurance arrangement.
- e. All new and/or rehired teachers with a reporting date after June 30, 1985, will not have the opportunity to make this election but will automatically participate in the VIP Program when eligible.
- f. The 1984-85 insurance arrangement is as follows:

- (1) Teachers electing to remain in the 1984-85 medical coverage will be required to contribute 10% of the individual and dependent premiums.

Teacher contributions for HMO coverage will be determined as prescribed by federal regulations.

Teachers electing to participate in the 84-85 Dental Plan will be required to contribute 10% of the individual premium and 100% of the dependent premium.

- (2) All teacher contributions will remain on an after-tax basis.
 - (3) Cost containment measures.
- g. 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.

2. Teacher Selection of Optional Benefits under the VIP Program

- a. If a teacher elects to participate or becomes eligible to participate in the VIP Program, he/she must select among the optional benefits offered as part of the VIP Program. These optional benefits include:
 - (1) One of two Medical Plans (see attachment) or one of several HMO options.
 - (2) One of two Dental Plans.
 - (3) Vision Care Plan with a 12-month benefit period (see attached)
 - (4) Dependent Care Account.
 - (5) Health Care Spending Account.
 - (6) Benefit Dollars in Cash.
- b. The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the teacher has a change in family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of child, or termination of employment of spouse). 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, teachers electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year teachers will be informed of any changes in the VIP Program. This will give each teacher the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.

- d. Each Medical Plan alternative (including electing no Medical Plan) will have a specified number of "benefit credits" associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or teacher contributions for medical coverage) or contribute to the Dependent Care Account or Health Care Spending Account.
- e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost to a teacher if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with teachers choosing to contribute any amount within the plan limits. Teachers may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the teacher must make up the difference through teacher contributions. All contributions to the VIP Program will be on a pretax basis. This means that federal and state income taxes will not be withheld on teacher contributions nor will these contributions be included in an teacher's gross wages as reported on W-2 Form. FICA tax will not be withheld. Teacher contributions will be included in the annual salary for retirement and life insurance purposes.
- f. Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse a teacher for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.
- g. The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.
- h. Teachers may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the teacher elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i. Total teacher contributions and employer contributions to the Dependent Assistance Plan and/or Health Care Spending Account will all be prorated on a per-pay basis.
- j. Teachers hired during the Plan Year will make their selection in advance of becoming eligible for VIP Program benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage

D. Cost Containment Provisions that may be Contained in all Medical Plans

1. Admissions Review Program

Howard County Public Schools will implement an Admissions Review Program. Admission review is a program that predetermines, on a case-by-case basis, whether a hospital admission is really the best type of treatment. Even if an admission is found to be medically necessary, the program also strives to shorten hospital stays when medical justification is no longer indicated.

Before a teacher enters the hospital for any care other than emergency or maternity conditions, the proposed admission must be reviewed for medical necessity. In addition, there is a list of 65 ambulatory procedures which physicians believe can be done safely and routinely on an outpatient basis. For these 65 procedures, unless there are documented extenuating medical circumstances which require a teacher's hospitalization, inpatient benefits will not be provided. Pre-authorization for admission is required in such cases.

If a teacher is hospitalized for nonemergency or nonmaternity care and does not obtain authorization prior to admission, benefits will be denied for room and board, related admission charges and medical services provided by a physician if the stay is determined to be medically unnecessary.

2. Voluntary Second Surgical Opinion Program

The Voluntary Second Surgical Opinion Program covers in full the cost of obtaining a second or third surgical consultation after surgery has been recommended for certain conditions. Related diagnostic services like X-ray and pathology services are also covered.

3. Outpatient Surgery

The current program pays hospital charges for outpatient surgery in full. Surgeon's fees are also covered if the surgery is performed in the outpatient department of a hospital. Physicians' charges, however, are restricted to \$150 per calendar year if the surgery is performed outside of a hospital. This restriction will be eliminated; ensuring that all outpatient surgery will be covered in full up to the usual and reasonable limits. Outpatient surgery will also be covered in full under the alternative plan.

4. Other Provisions

Important services already covered by our current program and will be in the VIP program that help contain rising health care costs if teachers utilize them effectively are as follows:

- a. Pre-admission testing.
- b. Home health care benefits.
- c. Extended care benefits.
- d. Hospice care.

E. Comparison of VIP Medical Plans

	Summary of Benefits	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.

	Summary of Benefits	84-85 Plan (Revised)	Alternate Plan
4.	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
Cont.	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 Expenses Per Year	\$600.00	\$600.00
	Individual	\$1,200.00	\$1,200.00
	Family		
8.	Lifetime Maximum Benefit	Basic benefits plus \$1,000,000 Major Medical	Hospital benefits, plus \$1,000,000 Major Medical

F. Comparison of Dental Benefits

	<u>84-85 Dental Plan</u>		<u>ALTERNATE 2nd Dental Plan</u>	
	% 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	
	N/A		\$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	

G. Vision Program

1. Schedule of Benefits

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

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. The 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 XXIII
SICK LEAVE BANK**

- A. All members of the bargaining unit on active duty in Howard County are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of personal illness, injury, or quarantine which are not only prolonged but are also catastrophic and incapacitating and which are not likely to permanently disable the teacher. New members of the sick leave bank may not access the bank until a 60-school-day waiting period has been met.
- B. The contribution on the appropriate form will be authorized by the member and continued from year to year until canceled in writing by the member. Cancellation, on the proper form, may be elected at any time, and the member shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation.
- C. Contributions shall be made between July 1 and October 1. Members returning from extended leave of absence and new teachers may contribute within thirty (30) calendar days upon reassignment or employment. Members returning from extended sick leave shall be permitted to contribute to the bank upon approval of the committee.
- D. Annual rates of contribution shall be a maximum of one (1) day per year as determined by the Association and certified to the Superintendent prior to July 1 of each year.
- E. Members shall be permitted to apply for leave from the bank after January 1, 1977. The maximum number of sick days that can be granted in any one fiscal year will be the remaining number of duty days a member is scheduled to work. In no case will the granting of leave from the bank cause a member to receive more than his annual salary.
- F. Members must use all accumulated sick leave and personal leave before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- G. A three-member approval committee, appointed by the president of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and the Superintendent/designee. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Board of Directors of the Association.
- H. The Finance Department shall approve these bank grants as being for incapacitating illness and that sick leave is exhausted and forward payment authorization to the Division of Payroll.
- I. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee and the Office of Human Resources each school year.

- J. 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.

ARTICLE XXIV GENERAL

- A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect.
- B. It is agreed that this Agreement includes all items to be requested by the Association for inclusion in the FY 2003, FY 2004, and 2005 Board of Education Budget Requests.
- C. This Agreement shall continue in full force and effect from July 1, 2002, to June 30, 2005, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations; and, during the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This provision, however, in no way limits the implementation of the Grievance Procedure as set forth in Article III.
- D. The Association recognizes and accepts responsibility to adhere to existing policies of the Board of Education not modified or changed by the expressed terms of this Agreement.
- E. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. Each member of the negotiating unit shall receive a copy of this Agreement. Reproduction of this Agreement shall be mutually agreed upon and the cost shared equally by the Board and the Association.

**ARTICLE XXV
FINAL AGREEMENT**

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2002, and shall continue in full force and effect through June 30, 2005.

In witness whereof, the parties hereunto set their hands and seals this 27th day of June, 2002.

BOARD OF EDUCATION OF HOWARD COUNTY

by:

Linda H. French
VICE (Chairman)

[Signature]
(Superintendent)

HOWARD COUNTY EDUCATION ASSOCIATION

by:

Joseph R. Stank, Jr. 6/27/2002
(President)

Delella D. King
(Secretary)

The Howard County Public School System

10910 Route 108 Ellicott City, Maryland 21042-6198 (410) 313-6600



June 27, 2002

Mr. Marius Ambrose
MSTA/HCEA Uniserv Director
Howard County Education Association
5082 Dorsey Hall Drive
Ellicott City, MD 21042

Dear Mr. Ambrose:

This is to notify you of my commitment to eliminate lunch and recess duty for elementary teachers.

Sincerely,

A handwritten signature in black ink, appearing to read "John O'Rourke".

John O'Rourke
Superintendent

JO/fl

cc: Mr. Raymond Brown
Dr. Sydney Cousin
Mr. Robert Glascock
Ms. Alice Haskins
Mr. Roger Plunkett
Dr. Kimberly Statham
Dr. Bruce Venter