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MASTER AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF
HOWARD COUNTY
AND THE
HOWARD COUNTY EDUCATION ASSOCIATION
FOR THE SCHOOL YEAR
1976-1977

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ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the exclusive official negotiating organization for all 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 negotiation are excluded. The recognition is in accordance with the provisions specified in Section 160 of Article 77 of the Annotated Code of Maryland (1971).
- B. For the purpose of the Agreement the term "teacher", when used hereafter shall refer to all professionally 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 160 of Article 77 of the Annotated Code of Maryland (1971). 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 a 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 concerning a successor Agreement by October 16 but in no event shall such negotiations begin later than November 2. Every effort shall be made to complete all negotiations before the winter vacation. 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 November 2. The Board shall submit in writing to the teacher representatives all additional issues upon which it wishes to negotiate no later than the first meeting after November 2.

- B. Neither party shall have any control over selection of consultants or negotiating 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. General Principles

The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application or alleged breach of any of the provisions of this Agreement. To this end, the parties agree that the provisions of this Article shall provide the means of settlement of all such grievances, provided however that nothing herein will be construed as limiting the right of any teacher to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this Agreement. In any event, a copy of all decisions rendered above the level of immediate supervisor shall be forwarded to the Association.

B. Procedures

Any grievance that a teacher has not been able to adjust informally shall be presented in the following steps:

- Step 1. Between the grievant and the employee's immediate supervisor and/or his designated representative.
- Step 2. Between the grievant and his Association representatives, and the Superintendent and/or his designated representatives.
- Step 3. Submitted 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 five (5) school days after the Step meeting, which shall be held within five (5) school days following receipt of appeal. Unless a grievance is appealed to the next step within five (5) 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/or the Association is not satisfied with the disposition of a grievance at Step Two (2), any grievance arising out of and/or relating to the interpretation or application of this Agreement may be submitted by the Association within thirty (30) 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.

D. Miscellaneous

1. A written grievance shall contain at least the following:
 - a. Name and position of the grievant
 - b. A statement of the grievance and the facts involved, including relevant dates
 - c. A reference to the Board Rules and/or policies or privileges of this Agreement allegedly misapplied or violated
 - d. The corrective action requested
 - e. Signature of the grievant.
2. "Days" shall mean working school days.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
4. 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 grievances, 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.
5. 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 the hearing officer, Board, or Committee at the next succeeding step. 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.

6. A group or class grievance is one involving two or more persons and initiated by the Association representative. Such grievance shall commence at Step Two (2), except that when it is confined to one school, it shall be initiated at Step One (1).
7. Both parties agree that grievance proceedings will be kept confidential at all levels.

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 properly performing his 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 adversely affect his 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 presenting all sides of controversial material rests with the teacher.

ARTICLE V

TEACHER EVALUATION

- A. Non-tenured teachers shall be observed and receive written observation reports by personnel certificated by the State Department of Education at least four (4) times during the school year, twice before January 1 and twice before April 1.
- B. Tenured teachers shall be observed and receive written observation reports by the above mentioned personnel at least twice a year, once before January 1 and once before April 1.
- C. Written comments shall be made concerning any observation of the employee's work performance; and the employee shall receive a duplicate copy of said observation within five (5) days after it is made.
- D. All monitoring or observation of the work performance of the teacher shall be conducted openly and with full knowledge of the teacher.
- E. A formal evaluation including a conference shall be made at least once each semester for non-tenured teachers and once each year for tenured teachers. These evaluations shall be based on the conclusions and assessments of the teacher's performance reached by the personnel mentioned in Sections A and B of this Article.
- F. Employees shall be given a copy of any evaluation report prepared by their evaluators within five (5) days after it is completed. No such report will be submitted to the Central Office, placed in the employee's file, or otherwise acted upon without a prior conference with the employee.
- G. Any derogatory material or information not previously made known to and discussed with the teacher shall not be deemed valid in evaluating said teacher.
- H. The final evaluation shall be completed and a copy given to the teacher evaluated prior to the end of the school year.
- I. Teachers shall have the right, upon request, to review the contents of their personal 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. The Board will protect the confidentiality of personal references, academic credentials, and other similar documents.

- J. . No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. He will also have the right to submit a written answer to such material and his answer will be reviewed by the appropriate administrator and attached to the file copy.
- K. 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 attention.
- L. Upon request of the teacher, a supervisor shall conduct a demonstration of the classroom teaching techniques and procedures in question. Further teaching demonstrations by a supervisor may be conducted at the discretion of his immediate director.
- M. No teacher will be disciplined, reprimanded, or reduced in rank or compensation without cause.

ARTICLE VI

VOLUNTARY TRANSFERS

- A. Teachers who desire a change in grade and/or subject assignment within their present school shall discuss their request with their building principal. Teachers who desire to transfer to another building may file a written statement of such desire with the Director of Instruction who shall notify the principal 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 desires to be transferred, in order of preference.
- B. The criteria for deciding on the request for transfer are:
 - 1. the instructional needs of the school system;
 - 2. the qualifications of the teacher or teachers requesting transfer;
 - 3. length of service in the Howard County School System.

- C. If the teacher's request for transfer is denied, he will, upon request, receive a written explanation of the reasons therefor from the Superintendent or his designee.
- D. An applicant for transfer shall assume that he will continue in his present position until such time as he is notified, in writing, that his transfer has been granted; said notification shall be from the Superintendent or his designee.
- E. Unless notified by April 20, the applicant for transfer shall assume said transfer is denied.

ARTICLE VII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Volunteers from among those affected by the need for transfers will be given first consideration for transfer or reassignment.
- B. 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 thirty (30) days prior to the date of change during the remainder of the year.

- C. A teacher's area of competence, major or minor field of study, length of service in the Howard County School System, length of service in the particular school building, and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, will be considered in determining which teacher is to be transferred or reassigned.
- D. An involuntary transfer or 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 of the reason or reasons. In the event that a teacher objects to the transfer or reassignment at this meeting, upon his request, the Superintendent or his representative will meet with him.
- E. A list of any open positions identified by field or qualification will be made available to all teachers being involuntarily transferred or reassigned. An involuntarily transferred teacher may apply for and be considered for returning to his original position and school if and when said position becomes vacant.

ARTICLE VIII

PROMOTIONAL VACANCIES

- A. **Announcements of Vacancies:** Announcements of vacancies shall be posted on the faculty bulletin boards, published in the newsletter 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 behavior seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom and refer him to the principal. The student may not return to the classroom until the teacher is satisfied that proper remedial action has been taken, or until the teacher has had a formal conference with and reply from the principal.
- B. Any teacher threatened with physical abuse or physically abused in connection with his employment shall immediately report the incident in writing to his principal. Serious incidents involving abuse shall be reported in a similar manner. The teacher or principal may request a conference with the Superintendent or his 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. An appropriate student disciplinary procedure shall be developed for each school with the total 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 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 personal injury occurring in the course of his employment, he will be paid his full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) 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 annual or accumulated sick leave.

The Board will reimburse teachers for the cost of medical, surgical, or hospital services (as covered under workmen's compensation insurance) incurred as the result of any injury sustained in the course of his employment.

- C. Teachers shall not be asked to search for bombs or other explosives.
- 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 non-student, on school property, on a teacher causing damage or loss to his 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. No visitor shall be permitted to enter a classroom without approval of the administrator. A reasonable effort will be made to notify the teacher in advance.
- G. 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.
- H. The teacher shall be informed in advance of aide and/or paraprofessional assignment, and such assignment shall not be withdrawn except in case of emergency.
- I. Professional personnel shall only be held responsible for cumulative record entries made by themselves or their designees.

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 non-professional assignments.

- B. Teachers will not be required to perform custodial duties.
- C. Teachers will not be required to deliver books , equipment, or any heavy or bulky teaching materials to classrooms.
- D. Teachers will not be required to drive pupils to activities which take place away from the school building.
- E. The Board shall provide one clerical position 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 clerk's time, teacher's work shall have priority over administrative work..
- F. Only in cases of emergency shall teachers assigned to more than one school be assigned any non-teaching duties.
- G. Teachers shall not be required to supervise student teachers.

ARTICLE XII

PERSONNEL EMPLOYMENT

- A. All new teachers or reinstated teachers will be placed on the proper step of the salary schedule according to their certification, experience and education. As of the beginning of the 1970 school year, no presently employed person will receive less than the salary indicated on the salary schedule for his credited certification, experience and education. No exceptions to this policy will be made.

Credit will be given for previous outside teaching experience in a duly accredited school upon initial employment. Additional 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.
- B. As of July 1, 1970, 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 will inform teachers as soon as possible of changes in State and/or local certification policies.
- D. (1) In any reduction of personnel as a result of budgetary actions, curriculum and/or administrative reorganization, or reduction in enrollment, first reductions of positions in an affected teaching area shall be by attrition, i.e., teachers who have resigned, retired, or for other reasons are not continuing in employment.

(2) If additional positions must be eliminated, provisional teachers shall be reduced first, probationary teachers second, and tenure teachers third, within the affected field of certification. Within each of the above categories, ability to teach the appropriate subject areas, and length of continuous service in the Howard County Public Schools shall be the determining factors. In such cases, the teacher who is separated shall be placed in a reserve status for a period of two (2) years.

(3) A teacher on reserve status shall be notified in writing of any vacancy which occurs in his field of certification, and shall indicate in writing within ten (10) days his acceptance or rejection of the position. If the teacher rejects the position, or can not begin the new assignment within thirty (30) days from the date of notification, the teacher shall be deemed to have waived his reserve status.

- E. For summer school positions or for any teaching or advisory positions 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.

ARTICLE XIII

TEACHER ASSIGNMENT

- A. All teachers will be given written notice of their salary schedules, class and/or subject assignments, building assignments, and sick leave accumulated for the forthcoming year not later than July 20, except in cases of emergency.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, every effort will be made to assign teachers within the scope of their teaching certificates and/or their major or minor fields of study.
- C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, will be voluntary except in cases of emergency.
- D. In arranging schedules for teachers who are assigned to more than one school, every effort will be made to limit the amount of inter-school travel. Adequate travel time shall be allowed for teachers who are required to report to another school during the school day.

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 rate of 15¢ per mile, excluding attendance at three (3) county-wide meetings per year. Teachers who travel during the work day shall be reimbursed for all work-connected travel at the rate of 15¢ per mile for all driving done between the arrival at the first location at the beginning of their workday and leaving of the last location at the end of their workday.

- E. Consideration shall be given to new and non-tenured teachers in making assignment, recognizing their lack of experience.
- F. Teachers earning graduate college credit shall be reimbursed for tuition costs by the Board at a rate of \$60 per credit up to a maximum of 36 credit hours while employed by the Board of Education of Howard County. If the cost of such tuition is less than \$60 per credit the Board shall reimburse teachers for the full cost of said tuition. Reimbursement will be made only upon written request by the teacher and provision by the teacher of a grade sheet or official transcript indicating satisfactory completion of the course.
- G. 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.
- H. An emergency lesson plan will be on file for use by a substitute teacher.
- I. Ten thousand dollars (\$10,000) shall be allocated to paying the expenses of school based teachers to attend professional meetings. 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 teacher's sick or personal leave.
- J. Substitutes shall be provided for all classroom teachers (including media personnel and specialists) who attend professional conferences, including inservice meetings held during the school day and approved teacher visitations to other county schools.

- K. Media specialists who are teaching a class shall not be required to provide normal media services during said teaching time.
- L. 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 pro-rated sum based on the salary normally received, if such work and rate of compensation are not provided in this agreement.

ARTICLE XIV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. There will be no reprisals of any kind taken against any teacher solely by reason of his 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 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 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 faculty representative of the Association 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 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 advance approval will not be required. The Association will also have the right to use the inter-school mail to distribute pre-packaged and labeled material, and its office shall be a designated stop on the inter-school mail distribution route.

- for delivery of inter-school 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 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 30.
 - S. Association officers and/or representatives shall be permitted to draw upon a total of twenty (20) 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 employee may use more than five (5) consecutive days under this policy.
 - T. 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 affects wages, hours, or conditions of employment of teachers as a group.
 - U. 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 group teacher 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.

ARTICLE XV

SICK AND EMERGENCY LEAVE

- A. Teachers shall 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 a maximum of two hundred thirty (230) days.

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) calendar 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.
- C. Teachers under contract for less than full time shall be allowed sick leave and emergency 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 she resigns or requests a leave of absence.

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 Business

- a. Two (2) days of leave per year, with no loss of pay, shall be available to each teacher for personal business which cannot be transacted outside the regular school workday.

- b. The teacher shall not be required to give the reason for taking personal business leave, but, except in cases of emergency, must notify the principal of his intention 24 hours in advance. Misuse of leave shall result in deduction of full pay.
- c. Unused personal business leave days may be accumulated up to three (3) and any days in excess of three (3) shall be transferred to sick leave.
- d. Notice must be given prior to the close of the school day on the day prior to the leave except in cases of emergencies.
- e. Personal business leave may not be used solely to extend holidays and vacation periods.

2. Legal Proceedings

- a. A teacher shall be granted leave with no loss of pay for appearances in any legal proceedings connected with his 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 principal of his 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 two (2) teachers who have achieved tenure and are 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 and a maximum of two (2) years for the purpose of engaging in Association (local, state or national) activities.

- B. 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.
- C. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board.
- D. Military leave without pay will be granted to any teacher who is inducted into any branch of the Armed Forces of the United States for the period of said induction.
- E. Tenured teachers, at their request, shall normally be granted a leave of absence for childbearing and/or 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 an overall total of five (5) years. Applications for such leave shall be made as soon as possible, but normally at least fifteen (15) days prior to the effective date.
- F. Adoption leave shall be granted by the Board under the same provisions (where applicable) as set forth in Section E of this Article.
- 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 accumulated sick leave and any additional sick leave granted to him 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 will be considered as if he were actively employed by the Board during the leave and will be placed on the salary schedule at the level he would have achieved if he 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 H 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 leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or to the first available position for which he is certificated.

2. All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing and the Board will make a written response to all such requests.
 3. Leaves taken under Section A, B, C, and G of this section shall be planned to commence and terminate at the beginning of the fall or spring semester. Said leaves shall be requested at least thirty (30) days prior to the beginning of the semester.
- J. Nothing contained herein shall prevent a teacher on leave without pay for child bearing and/or child rearing from being a substitute in the Howard County School System while on such leave.

ARTICLE XVIII

EDUCATIONAL LEAVE

Educational leave shall be granted to teachers who have served satisfactorily as regularly certificated teachers in the Howard County Public Schools for a period of six (6) or more consecutive years. The first such leave may be granted after the sixth (6th) consecutive year of active service and additional leaves after each successive period of six (6) years of active service.

Consecutive years shall be construed as continuous active service. Maternity, academic, and educational leaves of absence will interrupt service time and require the person to begin a new service period.

Educational leave may be granted for the purpose of furthering professional growth by graduate study, or other means recommended by the Superintendent of Schools and approved by the Board of Education.

The number of educational leaves granted during any one school year shall not exceed one-half of one percent (.005) of the educational staff. Selection of staff members requesting educational leave shall be considered on basis of longest service in the Howard County Public Schools, and the needs of the school system to continue services at a high level.

Educational leave shall be for a period of one (1) semester or two (2) semesters. Applications, accompanied by a statement of a plan identifying the program of study, shall be made in writing to the Supervisor of Personnel, prior to April 1, for leaves to begin on September 1, or by November 1, for leaves to begin on February 1. The Supervisor of Personnel shall screen applications for eligibility before forwarding the requests to the Superintendent.

The salary for a person on educational leave shall be one-half (1/2) of the salary he would receive for the year had he remained in the classroom.

Applicants shall agree to return to employment with the Board of Education of Howard County for at least one (1) year following leave, or return to Howard County the salary he received during the period of leave.

A teacher, upon return from educational leave, shall make such a report of his activities during the period of leave as may be requested by the Superintendent.

Educational leave shall entail the loss of no benefits. A teacher, upon return from educational leave, shall be restored to his former position or to a position of like nature and status.

ARTICLE XIX

PROFESSIONAL STAFFING

- A. The Board of Education recognizes the substantial community and professional concern for class size reductions and for the increase in services to children. The Board will continue to seek to increase staffing and physical facilities so that classes of all types and at all levels may be kept to a workable size. The Board will provide sufficient budgetary support to allow staffing of the schools at 57 professionals per 1,000 students.
- B. The Board and the Association further recognize that certain types of classes may operate more efficiently with small or large groups of pupils (such as special education or team teaching units) and that any general criteria for class size must vary for these classes.

ARTICLE XX

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 7-1/3 consecutive hours, except when faculty meetings are held. In the event that it becomes necessary to assign non-teaching 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 work-day 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-one (191) working days for all ten month professional employees.

- C. 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 ($\frac{1}{2}$) hour beyond the regular work day for teachers. 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 workday will be at the option of the individual teacher.

- D. Classroom teachers will have a duty-free lunch period of at least thirty (30) consecutive minutes each working day.

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.

- E. Secondary school teachers will, in addition to their lunch period, have daily preparation time of at least forty (40) consecutive minutes during the student day in which they will not be assigned to any other duties.

Elementary school teachers will, in addition to their lunch period, have weekly preparation time of at least one hundred eighty (180) minutes during the student week in which 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.

- F. 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.

- G. When a special teacher is in charge of the class, the regular teacher shall have the option to leave the classroom.

- H. Both the Board and the Association recognize the important contribution of PTA, PTSA, & P T X organizations to the school system and encourage participation by teachers in their activities.

ARTICLE XXI

TEACHING CONDITIONS

A. The Board shall provide:

1. A separate, adequate, smoke-free 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 telephone shall be such as to insure 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 this purpose.
6. An appropriately furnished room to be used as a faculty lounge.
7. Teachers with desks and file cabinets.

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' rest rooms, 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 items of general concern.
- 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 ($\frac{1}{2}$) day and a teacher is appointed acting principal, the teacher shall be relieved of his classroom duties for the period of the principal's absence. When a principal is absent for one-half ($\frac{1}{2}$) 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 is fully responsible for actions and decisions made through the principal's office during his absence.
- F. When the work of non-instructional personnel tends to interfere with a teaching situation, the teacher may request that such work be rescheduled to a more appropriate time.
- G. Teachers may be required only to check in (✓) at the beginning of each school day.

ARTICLE XXII
Salary Schedules
1976-77

A. TEACHERS

Step	PD	A	B	C	D	E
2	8503	10513	11195	11615	12088	12613
3	8931	11042	11724	12144	12617	13142
4	9360	11571	12254	12674	13146	13671
5	9788	12100	12783	13203	13675	14200
6	10217	12629	13312	13732	14204	14729
7	10645	13159	13841	14261	14734	15259
8	11073	13688	14370	14790	15263	15788
9	11502	14217	14900	15320	15792	16317
10	11930	<u>14746</u>	15429	15849	16321	16846
11	12359	15275*	15958	16378	16850	17375
12		15805*	16487	16907	17380	17905
13			17016	17436	17909	18434
14			17546	17966	18438	18963
15		16334*	18075	18495	18967	19492
		15275				
20		16863*	18604	19024	19496	20021
		15805				
25		17392*	19133	19553	20026	20551
		16334				

* For personnel employed before July 1, 1975.

NOTES ON SALARY SCHEDULE

1. Salary grades:

PD	-	Provisional degree
A	-	Standard Professional
B	-	Bachelor's plus APC or 30 credit hours applicable to APC
C	-	Master's degree
D	-	Master's degree plus 30 credit hours
E	-	Earned doctorate

2. This scale will be for personnel already employed. Personnel employed for the school year 75-76 and thereafter will have 10 steps on scale A plus longevity steps of 15, 20, and 25 years.

3. The above salary schedule is based on a 5.3 index.

4. Salary payments will be made on a bi-weekly 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.

5. Vocational-technical teachers who have earned the Advanced Professional Certificate in their field will be granted \$425 increment upon satisfactory completion of an advanced study program appropriate to that field. Such a study program shall be submitted in advance to the Superintendent for approval, and shall be a program of fifteen (15) semester hours or its equivalent, again with advance approval of the Superintendent. Satisfactory completion of this program will lead to the granting of a \$475 increment. Such increments shall be in lieu of advancement to Columns C and D (MA and MA 30) of the salary schedule.

Vocational-technical teachers who have an earned Master's Degree may advance on the salary schedule to Columns D and E through the same means as those pursued by other teachers with similar academic backgrounds. However, such vocational-technical teachers may elect instead to advance to Column D on the basis of an advanced study program approved by the Superintendent as the equivalent of thirty (30) semester hours.

B. ADMINISTRATORS

Category*	Index
Vice-Principal I	1.05 - 10 months - 191 working days
Vice-Principal II	1.06 - 10 months - 191 working days
Vice-Principal III	1.08 - 10 months - 191 working days
Vice-Principal IV	1.09 - 10 months - 191 working days
Vice-Principal V	1.21 - 12 months
Vice-Principal VI	1.25 - 12 months
Principal I	1.35 - 12 months
Principal II	1.38 - 12 months
Principal III	1.41 - 12 months
Principal IV	1.44 - 12 months
Principal V	1.47 - 12 months
Principal VI	1.50 - 12 months
Administrative Assistant (Full-time)	1.08 - 10 months - 191 working days
Administrative Assistant (Half-time)	1.04 - 10 months - 191 working days
<u>*Code</u>	
Vice-Principal or Principal I	10 - 19 teachers
Vice-Principal or Principal II	20 - 29 teachers
Vice-Principal or Principal III	30 - 39 teachers
Vice-Principal or Principal IV	40 - 49 teachers
Vice-Principal or Principal V	50 - 59 teachers
Vice-Principal or Principal VI	60 or more teachers

Notes:

The indices are applied to the appropriate experience steps on the Master's Scale for all principals and vice-principals who are certified at that level, and before supplements for further advanced preparation are applied.

Indices are applied to the appropriate experience steps on the Standard Professional or the Advanced Professional Certificate Scales for principals and vice-principals whose highest preparation is at one of these levels rather than at the Master's Level.

Indices for administrative assistants are applied to the appropriate experience steps on the Standard Professional Scale.

The categorical assignment of principals and vice-principals will be reviewed annually and adjusted if necessary to reflect changes in the total number of teachers on each staff.

C. SUPERVISORS

<u>Experience Step</u>	<u>Index*</u>
1	1.21 - 12 months
2	1.25 - 12 months
3	1.31 - 12 months
4	1.36 - 12 months
5	1.41 - 12 months

Note:

Supervisors are entitled to vacation time during Winter and Spring breaks coincidental with that granted to teacher personnel and in addition to their regularly earned leave time.

In order that the necessary functions of the Central Office of the Department may be maintained during the Winter and Spring breaks, however, compensatory time will be granted to supervisors who work during those times by request of the Superintendent.

- * Indices for supervisory staff are calculated on the Standard Professional Scale and then added to the salary as appropriate in terms of advanced preparation and experience.

D. DEPARTMENT HEADS

Department Heads and Team Leaders shall receive a supplement of \$400.

E. DRIVER EDUCATION

Teachers who are part of the driver education program and who teach actual driving experience after the regular student day shall be compensated at the rate of \$6.60 per hour.

F. Compensation for Advisors and Coaches

1. Classifications -

a. Classification I - \$400

Junior Class Sponsor	1 per school
Senior Class Sponsor	1 per school
Yearbook Sponsor	1 per senior high school
Newspaper	1 per senior high school
Cheerleader Sponsor (\$200 per season)	2 per senior high school (1 per fall and winter season)

b. Classification II - \$450

Vocal Music	1 per senior high school
Tennis, Varsity	1 per senior high school
Golf, Varsity	1 per senior high school
Cross Country, Varsity	1 per senior high school
Cross Country, Jr. Varsity	1 per senior high school
Gymnastics, Assistant	1 per senior high school
Indoor Track, Varsity	1 per senior high school
Basketball, Frosh	1 per senior high school

c. Classification III - \$500

Softball, Jr. Varsity	1 per senior high school
Volleyball, Varsity	1 per senior high school
Soccer, Jr. Varsity	1 per senior high school
Field Hockey, Jr. Varsity	1 per senior high school
Lacrosse, Jr. Varsity	1 per senior high school
Baseball, Jr. Varsity	1 per senior high school

d. Classification IV - \$600

Gymnastics, Varsity	1 per senior high school
Soccer, Varsity	1 per senior high school
Field Hockey, Varsity	1 per senior high school
Lacrosse, Varsity	1 per senior high school
Football, Assistant	1 per senior high school
Football, Jr. Varsity	2 per senior high school
Football, Frosh	1 per senior high school
Basketball, Jr. Varsity	2 per senior high school
Wrestling, Jr. Varsity	1 per senior high school
Track, Varsity	2 per senior high school
Softball, Varsity	1 per senior high school

e. Classification V - \$800

Basketball, Varsity	2 per senior high school
Baseball, Varsity	1 per senior high school
Wrestling, Varsity	1 per senior high school
Dramatics	1 per senior high school
Music, Instrumental	1 per senior high school
Stage Production (2 Major Productions)	1 per senior high school

f. Classification VI - \$1000

Football, Varsity	1 per senior high school
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2. Football coaches will be paid the workshop rate for 10 days in August.

3. Because the above scale for coaches and advisors cannot be fully funded in 1976-77 each coach and advisor that received compensation in 1975-76 will receive one-half of the difference between his/her 1975-76 amount and the amount as shown in the above appropriate classification, with full plan as shown above to be implemented in 1977-78.

4. Advisors and/or coaches appointed for the first time for 1976-77 school year will receive 75% of the amount that is shown in the above appropriate classification. The full rate shown above will take effect for these employees in 1977-78.

5. In implementing this scale no one will receive less compensation in 1976-77 than he/she received in 1975-76.

6. Acceptance of such assignment shall be voluntary.

ARTICLE XXIII

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 in November.
 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. Horace Mann Hospitalization
 2. Horace Mann Life
 3. Washington National
 4. Educators Mutual
 5. Teacher Association Dues
 6. Blue Cross and Blue Shield
 7. Credit Union
 8. Office Fund
 9. Community Fund
 10. Teacher Retirement
 11. Acacia Mutual
 12. U.S. Savings Bonds
 13. Tax Sheltered Annuities from the following insurance companies:
 - a. Horace Mann
 - b. State Retirement System
 - c. NEA (Horace Mann)
 - d. Aetna
 - e. Washington National
 - f. Acacia Mutual

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 XXIV

INSURANCE PROTECTION

- A. The Board shall pay the full cost for group term life insurance protection equal to a teacher's base salary with a minimum of ten thousand dollars (\$10,000), (to the nearest thousand), 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. The Board shall pay ninety percent (90%) of the cost of a group medical, surgical and major medical insurance plan for each teacher. A teacher may select any insurance coverage alternative as to dependents as provided in the plan currently offered by the Blue Cross, Blue Shield group insurance policy. The health insurance benefits included in the 1975-76 plan shall be maintained, and the following benefits shall be added:
 - 1. In-hospital days to be increased to 365.
 - 2. 19-23 year old student endorsement in both basic and major medical coverage.
 - 3. For teachers sixty-five (65) years of age and older, the Board shall provide Special Blue Cross, Blue Shield 65, which shall extend the 1975-76 health insurance plan and amendments for such teachers beyond the coverage of medicare and Blue Cross, Blue Shield 65 to the maximum offered other personnel within the bargaining unit.

ARTICLE XXV
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 periods of incapacitating personal illness of the teacher during the regularly scheduled duty days, when regular sick leave has been exhausted.
- 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. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation. 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.
- C. Contributions shall be made during the months of September and October. Members returning from extended leave will be permitted to contribute to the bank on 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 September 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 before applying for 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 Division of Personnel. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Executive Committee of the Association.

- H. The Division of Personnel 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 Division of Personnel 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 XXVI

GENERAL

- A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. It is agreed that this Agreement includes all items to be requested by the Association for inclusion in the 1976-1977 Board of Education Budget requests.
- C. This Agreement shall continue in full force and effect during the 1976-1977 school year and incorporate the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any matters 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 Procedures 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 cost shared equally by the Board and the Association.

ARTICLE XXVII

FINAL AGREEMENT

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 1976, and shall continue in full force and effect through June 30, 1977.

In witness whereof, the parties hereunto set their hands and seals

this Twenty-Seventh day of February, 1976:

Howard County Board of Education

by:

Leslie K. Schenck
President

M. Thom Iversen
Superintendent

Howard County Education Association

by:

Ralph W. Fowles
President

Robert L. Moore Jr.
Secretary