

**MASTER AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF HOWARD COUNTY
AND THE HOWARD COUNTY EDUCATION ASSOCIATION
BEGINNING JULY 1, 1996, AND ENDING JUNE 30, 1997**

**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 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 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 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 concerning a successor Agreement by November 2, but in no event shall such negotiations begin later than December 2. All issues proposed for negotiations shall be detailed in writing and submitted by the Association to the Board or its delegated representatives not later than December 2. The Board shall submit in writing to the teacher representatives all additional issues upon which it wishes to negotiate no later than December 2.

- 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.

B. Procedures

- 1. A grievance, including a class 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. 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.

- 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.

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); except, if it is confined to one school, the grievance shall be initiated at Step One (1).
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 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. 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. 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.
- 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 written evaluation including a conference shall be made at least once each semester for nontenured teachers on salary schedule A of and ARTICLE XX at least once every two years for tenured teachers on salary schedule A and B of ARTICLE XX.

Evaluation criteria shall be developed for each teacher and presented to the teacher for input no later than September 30 of each year. A teacher shall be notified of any revisions of the evaluation criteria within five (5) working days of any revision. Changes with regard to the evaluation criteria will not be made after March 1 except under extenuating conditions.

An evaluation year for a teacher with an advanced professional certificate is the initial year of certification and at least one of the next four years, unless there is an unsatisfactory evaluation rating during this time period.

If there is an unsatisfactory evaluation rating, then an evaluation year is the year following the unsatisfactory rating.

A teacher with a standard professional certificate I or II shall be evaluated every year.

- F. The final evaluation shall be completed and a copy given to the teacher evaluated prior to the end of the school year.

- G. 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.
- H. Any derogatory material or information not previously made known to and discussed with the teacher shall not be deemed valid in evaluating said teacher.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. No teacher will be disciplined or reprimanded without cause.
- Q. 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 15, unless the request is withdrawn prior to June 15.
- 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.

- C. A policy outlining the criteria to be considered in a voluntary transfer will be developed.

**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, building assignments, and 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.
- 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. However, school-based administrators will carry out their other responsibilities related to the safety and welfare of staff and students during such emergencies.
- 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 an 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.

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 10 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.

- 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 10, 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 pay day falls on a nonworking day, pay checks 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. Tenured teachers will be required to attend no more than three (3) countywide meetings per year without being reimbursed for mileage. Nontenured teachers will be required to attend no more than five (5) 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 vocational education teachers participating in trade skill courses or approved staff development courses taken for credit toward certification shall be reimbursed for tuition costs by the Board at a rate of up to \$140 per credit up to a maximum of 42 graduate and 24 undergraduate credit hours while employed by the Board of Education of Howard County.

Undergraduate courses must be approved in advance by the Superintendent/ designee. 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 a grade sheet or official transcript indicating satisfactory completion of the course.

Occupational and physical therapists 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. Fifty thousand dollars (\$50,000) 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 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.
- Q. 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 thirty-five (35) 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 MSTA 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 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 or uncle.
- 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 he/she 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 NEA 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. 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 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.
- F. 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.
- G. 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.
- H. 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, I, J, or K. 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 May 1 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.

It is recognized that the job description and responsibilities of teachers on salary schedule B of Article XX may continue to require duties that extend beyond the teacher's regular work day.

- B. The school calendar shall include one hundred ninety (190) working days for all ten-month teachers.
 - 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 Christmas and Easter 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 schoolwide 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 forty (40) consecutive minutes during the 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 (200) 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.

- 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, PTSA, & PTX 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, 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 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' 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 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.**

ARTICLE XX
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
TEACHERS' SALARY SCHEDULE

SALARY GRADES:

PD Provisional Degree Certificate

A Standard Professional Certificate

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

1996-97

Step	PD	A	B	C	D	E
	\$	\$	\$	\$	\$	\$
1						
2	21,600	27,000	27,540	28,080	28,620	29,160
3	22,140	27,540	28,080	28,620	29,160	29,700
4	23,760	29,295	30,780	31,590	32,400	33,210
5	24,840	30,510	32,130	33,210	34,290	35,370
6	25,920	31,725	33,480	34,560	35,640	36,720
7	27,000	32,940	34,830	35,910	36,990	38,070
8	28,080	34,155	36,180	37,260	38,340	39,420
9	29,160	35,370	37,530	38,610	39,690	40,770
10	30,240	36,585	38,880	39,960	41,040	42,120
11		37,800	40,230	41,310	42,390	43,470
12		39,015	41,580	42,660	43,740	44,820
13			42,930	44,010	45,090	46,170
14			44,280	45,360	46,440	47,520
15			46,980	48,060	49,140	50,220
16						
17						
18			49,140	50,220	51,300	52,380
19						
20						
21			51,300	52,380	53,460	54,540
22						
23						
24						
Over 24			53,460	54,540	55,620	56,700

NOTES:

- (1) Teachers who are currently on the provisional degree scale or 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) Vocational-technical teachers who have earned the Advanced Professional Certificate in their field will be granted \$500 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 \$500 increment. Such increments shall be in lieu of advancement to Columns C and D (MA and MA30) of the salary schedule.**

Vocational-technical teachers who have earned a 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.

- (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. ADMINISTRATORS/SUPERVISORS' SALARY SCALE

1. SCHOOL-BASED ADMINISTRATORS' SALARY SCALE 1996-97

<u>STEP</u>	<u>SALARY</u>	<u>SALARY</u>	<u>SALARY</u>	<u>SALARY</u>
1	\$42,225	\$52,359	\$54,470	\$56,582
2	44,336	54,892	57,173	59,453
3	46,447	57,426	59,875	62,324
4	48,559	59,959	62,577	65,195
5	50,670	62,493	65,280	68,067
6	52,781	65,026	67,982	70,938
7	54,892	67,560	70,685	73,809
8	57,004	70,093	73,387	76,681
9	59,115	72,627	76,089	79,552
	<u>Asst. Principal</u> (10 months; 190 working days) Elementary Middle Cedar Lane Gateway	<u>Asst. Principal</u> (12 months) High School School of Tech.	<u>Principal</u> (12 months) Elementary Middle Cedar Lane Gateway	<u>Principal</u> (12 months) High School School of Tech.

2. CENTRAL OFFICE SUPERVISORS - 1996 - 97

<u>STEP</u>	<u>SALARY</u>	<u>SALARY</u>	<u>SALARY</u>
1	\$44,650	\$48,668	\$51,794
2	46,882	51,124	54,406
3	49,115	53,580	57,018
4	51,347	56,036	59,630
5	53,580	58,491	62,242
6	55,812	60,947	64,854
7	58,045	63,403	67,466
8	60,277	65,859	70,078
9	62,510	68,314	72,690
	(11 months) Facilitator Pupil Pers. Worker Psychologist	(12 months) Asst. Super. Coordinator	(12 months) Supervisor Instructional Facilitator

3. NOTES

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.

4. NOTES

At the end of the current year, the following scales will be replaced by the 1995-96 salary scales:

- A. Teachers' Salary Schedule
- B. Administrators'/Supervisors' Salary Schedule
- C. Central Office Supervisors' Salary Schedule

C. DEPARTMENT HEADS

Department Heads and Team Leaders shall receive a supplement of \$1,800.

- D. 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 - FY 97

<u>SPORT</u>	<u>REIMBURSEMENT</u>
<u>Football</u>	
Varsity, head coach (1)	\$3,990
Varsity, assistant (2)	\$2,930
Jr. Varsity (2)	\$2,930
<u>Soccer</u>	
Varsity (2)	\$3,150
Jr. Varsity (2)	\$2,048
<u>Wrestling</u>	
Varsity (1)	\$3,150
Jr. Varsity (1)	\$2,048
<u>Basketball - Boys</u>	
Varsity (1)	\$3,150
Jr. Varsity (1)	\$2,048
<u>Basketball - Girls</u>	
Varsity (1)	\$3,150
Jr. Varsity (1)	\$2,048
<u>Lacrosse - Boys</u>	
Varsity (1)	\$3,150
Assistant (1)	\$2,048
Jr. Varsity (1)	\$2,048
<u>Lacrosse - Girls</u>	
Varsity (1)	\$3,150
Assistant (1)	\$2,048

<u>Field Hockey</u>	
Varsity (1)	\$3,150
Jr. Varsity (1)	\$2,048
<u>Softball</u>	
Varsity (1)	\$3,150
Jr. Varsity (1)	\$2,048
<u>Baseball</u>	
Varsity (1)	\$3,150
Jr. Varsity (1)	\$2,048
<u>Cross Country</u> - Varsity (2)	\$2,557
<u>Volleyball</u>	
Varsity (1)	\$2,557
Jr. Varsity (1)	\$2,048
<u>Outdoor Track - Boys</u>	
Varsity (1)	\$2,557
Assistant (1)	\$2,048
<u>Outdoor Track - Girls</u>	
Varsity (1)	\$2,557
Assistant (1)	\$2,048
<u>Indoor Track - Boys</u>	
Varsity (1)	\$2,557
<u>Indoor Track - Girls</u>	
Varsity (1)	\$2,557
<u>Tennis</u> - Varsity (1)	\$2,048
Athletic Director (1)	\$3,990

() Denotes number per high school

2. Advisors

<u>ACTIVITY</u>	<u>REIMBURSEMENT</u>
Student Council Advisor (1)	\$1,237.00
VICA Advisor (1 for School of Tech.)	\$1,237.00
Junior Class Advisor (1)	\$1,237.00
Newspaper (1)	\$1,237.00
Cheerleader Sponsor (2)	\$1,237.00
(1 per fall and winter season)	(50% per season)
Speech Sponsor (1)	\$1,237.00
Math Team Sponsor (1)	\$1,237.00

Band Front/Pom Poms (1)	\$1,237.00
It's Academic (1)	\$1,237.00
Senior Class Advisor (1)	\$1,650.00
Yearbook Sponsor (1)	\$1,650.00
Vocal Music (1)	\$1,950.00
Dramatics (1)	\$2,437.00
Music, Instrumental (1)	\$2,437.00
Stage Production (1) (2 major productions)	\$2,437.00

() Denotes number per high school

3. Acceptance of such assignment shall be voluntary and be for a single season. A coach/advisor will be notified by the superintendent/ designee no later than 60 days after the completion of the activity if he/she will be the coach/ advisor the following year.
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.

F. Part-Time Teachers

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

<u>Part-Time Teacher Salary Category</u>	<u>Number of Minutes in Teacher Work Day</u>
.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. United Resources, Inc.
 4. Educators Mutual
 5. Teacher Association Dues
 6. Hospitalization, Health, Major Medical
 7. Credit Union
 8. American Fidelity Disability Insurance
 9. Community Fund
 10. Teacher Retirement
 11. Acacia Mutual
 12. U. S. Savings Bonds
 13. Tax Sheltered Annuities in existence and utilized by unit members during the 1989-90 school year.
 14. 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

- 1. 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.
- 2. 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, Prescription Drugs, Vision Program

- 1. Employee Election of Variety of Insurance Programs (VIP)
 - a. Each year (June to mid-September) each employee will be required to make an election between participating in the VIP program or continuing his/her participation in the 1984-85 (XXII, Section B) medical/dental programs. Employees 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 following June - September, employees who are still participating in the current insurance arrangement will be given an opportunity to participate in the VIP Program which shall operate at not less than the amount funded in the FY 94 budget.
 - d. Once an employee 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 employees 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) Employees electing to remain in the 1984-85 medical coverage will be required to contribute 10% of the individual and dependent premiums. Employee contributions for HMO coverage will be determined as prescribed by federal regulations.

Employees 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 employee contributions will remain on an after-tax basis.

- (3) Cost containment measures.

- g. The usual and customary charges will be determined by the 3rd party administrator twice a year by using the average charges for the Baltimore metropolitan area.

2. Employee Selection of Optional Benefits under the VIP Program

- a. If an employee elects to participate or becomes eligible to participate in the VIP Program, 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 Plan
- (3) Prescription Drug Plan with a \$2/prescription or refill deductible. Employees will be issued an ID card.
- (4) Vision Care Plan with a 12-month benefit period (see attached).
- (5) Dependent Child Care Assistance Plan
- (6) Health Care Spending Account
- (7) 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 employee 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 Assistance Plan and the Health Care Spending Account.
- c. Each June - September, employees electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year employees will be informed of any changes in the VIP Program. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection in June -September.
- 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 (Prescription Drug, Vision and Dental Plans or employee contributions for medical coverage) or contribute to the Dependent Child Care Assistance Plan or Health Care Spending Account.

- e. Each insured benefit option (Medical, Prescription Drug, Vision and Dental Plans) will have a "price tag" or cost to an employee if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's benefit selected. Amounts contributed to the Dependent Care Assistance Plan or Health Care Spending Account are optional with employees choosing to contribute any amount within the plan limits. Employees may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the employee must make up the difference through employee contributions. All employee contributions to the VIP Program will be on a pretax basis. This means that federal and state income taxes will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 Form. FICA tax will be withheld. Employee contributions will be included in the annual salary for retirement and life insurance purposes.
- f. Participation in the Dependent Care Assistance Plan must be approved in advance of the effective date of coverage. An application to participate in this plan must be submitted by the employee and reviewed before approved. This is necessary to ensure that all employees participating in the plan meet certain requirements as prescribed by federal regulations. Contributions may only be used to reimburse an employee for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Child Care Assistance Account at the end of the Plan Year will be forfeited.
- g. The Health Care Spending Account will operate similar to the Dependent Child Care Assistance Plan. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.
- h. Employees may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the employee elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i. Total employee contributions and employer contributions to the Dependent Child Care Assistance Plan and/or Health Care Spending Account will all be prorated on a per-pay basis.
- j. Employees hired during the Plan Year will make their selection in advance of becoming eligible for VIP Program benefits. This election will be in effect for the remainder of the Plan Year (except for a change in family status).

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 pre-determines, 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 an employee 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, unless there are documented extenuating medical circumstances which require an employee's

hospitalization, inpatient benefits will not be provided. Pre-authorization for admission is required in such cases.

If an employee 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. Surgeons' 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. Prescription Drug Coverage

Because the school system will be sponsoring an optional Prescription Drug Program, it will be necessary to alter slightly how drugs are covered under the Major Medical program. Drug charges will only be covered to the extent that the expense is not covered by the optional drug program. Therefore, employees electing not to participate in the Drug Plan can continue to submit drug charges to Major Medical, but employees that do choose to participate in the Drug Plan will be limited to submitting the unreimbursed per prescription deductible.

5. 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 employees utilize them effectively are as follows:

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

E. Comparison of VIP Medical Plans

Summary of Benefits

1. Hospital Expenses Room, Board & General Nursing

Diagnostic Testing, Lab Work & X-rays - Inpatient

Use of Hospital Out-Patient Facilities

Extended care facility

2. Physician Services Surgery-Inpatient

Surgery - Outpatient

3. Mental and Nervous Inpatient

Outpatient

4. Other Service Ambulance Service

Diagnostic Testing, Lab Work & X-rays - Out-patient

84-85 Plan (Revised)

Semi-private room rate 365 days

Covered in full for 365 days

Covered in full

Two days covered for every unused inhospital day

100% of the usual and reasonable charge

100% of the usual and reasonable charge

30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses.

After \$100/\$200 deductible plan pays 50% of covered expenses to a lifetime maximum of \$37,500.

After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter.

100% of the usual and reasonable charge

Alternate Plan

Semi-private room for 365 days

Covered in full for 365 days

Covered in full

Two days covered for every unused inhospital day

After \$100/\$200 deductible, plan pays 80% of the next \$2500, 100% thereafter.

100% of the usual and reasonable charge

30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses.

After \$100/\$200 deductible, plan pays 50% of covered expenses to a lifetime maximum benefit of \$500,000.

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.

Prescription Drugs 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	3 days covered for every unused inhospital day. Services limited to one visit per day.	3 days covered for every unused inhospital day. Physicians' services limited to one visit per day.
Orthopedic & Prosthetic Devices 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.
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 hospital charges	100% of hospital charges
5. Emergency Treatment Hospital Charges	100% of hospital charges within 72 hours of accidental or onset of serious illness.	100% of hospital charges within 72 hours of accidental injury or onset of serious injury
Physician's Fees	100% of the usual and reasonable charges	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter.
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

Individual	\$600	\$600
Family	\$200 deductible plus \$500 per family member	\$1200

8. Lifetime Maximum Benefit

Basic benefits plus \$1,000,000 Major Medical	Hospital benefits, plus \$1,000,000
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F. Comparison of Dental Benefits

	84-85 Dental Plan		ALTERNATE 2nd Dental Plan	
	<u>Co-Payment</u>	<u>Deductible</u>	<u>Co-Payment</u>	<u>Deductible</u>
Oral examination	100%	No	100%	No
X-rays	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
Periodotics	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
Missing Tooth Provision				
Are crowns and dentures covered for teeth missing before dental coverage?	Yes			Only after satisfying a 5-year waiting period

G. Vision Program

1. Schedule of Benefits

Vision Exam. Usual and Customary Charge

<u>Lenses (per pair)</u>	<u>Frames</u>	<u>Allowance</u>
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 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 paid-in-full benefits for services available from participating Ophthalmologists, Optometrists, and Opticians of your choice.
- b. The vision program provides full protection against the cost of basic vision services for employees and their eligible dependents when they select specified eyeglasses from Participating Providers.
- c. Participating Providers accept the Schedule of Benefits amounts as payment-in-full for routine vision exams; specified frames; and single vision, bifocal and trifocal glass lenses.
- d. If a member chooses frames or lenses which are not part of the specified selection or obtains services from a nonparticipating provider, the member may apply the Schedule of Benefits amount toward the cost of the exam or eyeglasses.
- e. The Program entitles members to coverage of services once every 12 months, starting with the initial visit for vision services. To receive benefits, a claim form must be completed either by the provider or the member and 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.
- 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 employees 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 Executive Committee 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.

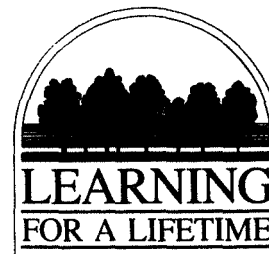
- J. If a member does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.

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 97 Board of Education Budget Requests.
- C. This Agreement shall continue in full force and effect from July 1, 1996 , to June 30, 1997, 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. Negotiations for agreements in fiscal years 1998 and 1999 will be limited to each party selecting up to two articles plus the salary article for negotiations. No more than three sections of each article will be open for language proposals/changes.
- E. 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.
- F. 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.
- G. 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.

The Howard County Public School System

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



M. E. Hickey
Superintendent
(410) 313-6674

February 14, 1996

Mr. Marius Ambrose
MSTA/HCEA Uniserv Director
Howard County Education Association
5080 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 beginning with the 1996-97 school year.

Since the school system will not have funds available to employ additional personnel for this purpose, the exact manner in which this change will be implemented is yet to be determined and may vary somewhat from one school to another. However, the bottom line will be that elementary teachers will be free of this particular duty requirement in the future.

Sincerely,

A handwritten signature in dark ink, appearing to read "M. E. Hickey", written in a cursive style.

M. E. Hickey
Superintendent

MEH/lmh

c: **Mr. Edward Alexander**
Mr. Robert Lazarewicz
Dr. James McGowan

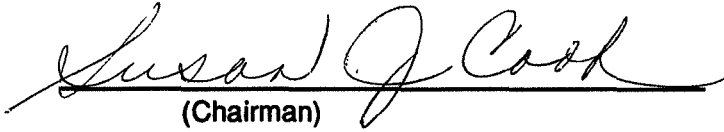
**ARTICLE XXV
FINAL AGREEMENT**

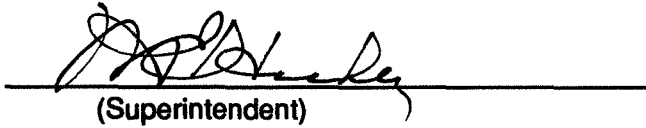
Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 1996, and shall continue in full force and effect through June 30, 1997.

In witness whereof, the parties hereunto set their hands and seals this 31st day of May 1996.

BOARD OF EDUCATION OF HOWARD COUNTY

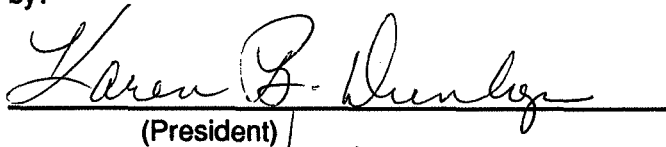
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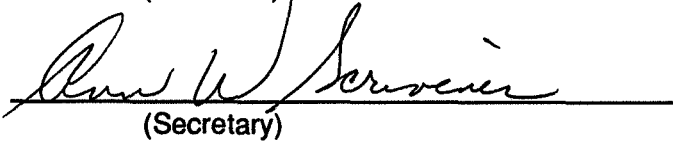

(Chairman)


(Superintendent)

HOWARD COUNTY EDUCATION ASSOCIATION

by:


(President)


(Secretary)

