

BEST AND FINAL  
FROM  
THE BOARD OF EDUCATION  
OF HARFORD COUNTY  
TO  
THE HARFORD COUNTY EDUCATION ASSOCIATION

June 28, 2010

The Board reserves the right to add to, subtract from, amend or withdraw any of its proposals at any time. Language not specifically addressed herein shall remain the same as in the current agreement with HCEA.

**ARTICLE IV**  
**Association-Board Relations**

**New 4.12 (change current 4.12 to 4.13):**

**Single School Waiver** - With the approval of 75% majority vote of represented unit members in an individual school, the Superintendent may waive articles and/or sections within the negotiated agreement with the exception of:

- The basic compensation on the salary schedule;
- Health care or other employee benefits;
- Access to the grievance procedure and any appeal process or provisions contained in the negotiated agreement;
- The duration clause of the agreement;
- The bargaining unit composition
- An employee's right to representation and
- Association and employee rights.

Neither individual members of the bargaining unit or the Association may file a grievance with regard to the merits of a waiver granted above.

**Budget Impact:** No impact

**Student Achievement Impact:** Provides individual schools the flexibility address the needs of its students where language in the negotiated may interfere with the ability of the school staff to meet those needs. Meeting the instructional needs of students has a direct positive impact on student achievement.

**ARTICLE VI**  
**Transfers**

**Add a 6.5:**

- 6.5 **Low Performing Schools – The Superintendent's statutory right to transfer teachers into or out of low performing schools, schools identified as in improvement or restructuring, or public charter schools shall not be subject to any procedural steps or timelines, including those contained in this negotiated agreement.**

**Budget Impact:** No impact

**Student Achievement Impact:** Meeting the unique staffing needs of the identified schools in efficient and timely manner is critical in providing students with highly qualified and effective teachers.

**ARTICLE VII  
Vacancies**

**Agreed to by HCEA 4/28/10  
Change 7.1 to:**

- 7.1 **Announcement of Vacancies.** Vacancies which are to be filled in administration, supervision, department chairpersons, teachers-in-charge, ~~helping teachers~~, teacher specialists, mentors, and eleven-month positions will be advertised.

**Delete 7.2 -**

- ~~7.2 All applicants will receive consideration but in the case of equal qualifications, the first preference will be given to professional workers in Harford County. During the summer months, such announcements shall be posted in the central office and a copy sent to the Association.~~

**ARTICLE VIII  
Teaching Hours and Assignments**

**Board amends original proposal  
Change 8.2 paragraph 1:**

- 8.2 **Duty.** The length of the normal duty week for teachers may be up to thirty-seven and one-half (37 1/2) hours including duty free lunch.
- (1) In addition to the 37 1/2-hour duty week:

~~Meetings of the total faculty~~ *General faculty meetings, school improvement meetings and other meetings directly related to the teacher's assignment* will not be scheduled for more than once weekly for approximately fifty (50) minutes except in instances of school evaluation, the opening of a new school, and emergencies which affect the operation of the school. Meetings will not be scheduled on a regular basis on Fridays and the days before holidays.

**Budget Impact:** No impact

**Student Achievement Impact:** Effective use of teacher time allows teachers to plan effectively for student instruction

**Change 8.7 as follows:**

- 8.7 The planning time provided on a weekly basis for elementary teachers shall not be less than ~~220~~ **225 minutes**. Teachers in elementary schools shall be scheduled for planning time during the regular ~~day for students~~ **teacher duty day** in increments of not less than thirty (30) consecutive minutes per day.

**Budget Impact:** No impact

**Student Achievement Impact:** Planning for student instruction provides students meaning instruction and increased student achievement.

**Board withdraws change to 8.7 and returns to current language.**

**Change 8.13 as follows:**

- 8.13 ~~**PTA Meetings. School Community Meetings.** Teachers are encouraged to join, support, and attend the meetings of the Parent-Teacher Association.~~ Teachers shall attend back-to-school meetings, meetings when conferences are scheduled with parents, meetings when classroom visitations are the major part of the program, or other meetings the program of which requires their active participation.

**Teachers are encouraged to join, support, and attend the meetings of the Parent-Teacher Association.** When a teacher is unable to attend a PTA meeting which involves parent conferences, he or she shall establish an alternate plan for meeting with those parents who desire to take advantage of such a plan. This plan must be approved by the principal, and the parents of all the teacher's students shall be notified of the alternate plan.

Teachers assigned to more than one school are encouraged to establish alternate plans for parent conferences for each of the PTA's involved on a rotating basis unless circumstances require more attention in a particular school.

**Budget Impact:** No impact

**Student Achievement Impact:** A positive teacher-parent relationship and communication directly impact student achievement.

**ARTICLE XI**  
**Sick Leave**

**Add new paragraph to 11.1**

**Pursuant to COMAR 13A.07.03.02 a teacher must submit satisfactory proof of illness requiring absences from work.**

**Change 11.4 to:**

- 11.4 **Sick Leave Bank.** All teachers on active duty are eligible to join and contribute to the sick leave bank. Contributors will be permitted to apply for use of the bank for salary payment for qualifying, incapacitating, and/or catastrophic personal illness during regularly scheduled duty days after all available leave has been exhausted. An approval committee appointed by ~~HCEA~~ **the Superintendent** shall assume administration of the sick leave bank, effective the second semester of the ~~2002-2003~~ **2010-2011** school year. ~~The Association and the Board shall mutually agree upon any change in formal procedures outlined in the Sick Leave Bank handbook.~~

**Budget Impact:** Less abuse of leave increases cost efficiency. Actual savings unknown  
**Student Achievement Impact:** Cost savings allows HCPS to maintain resources currently supporting the instructional program for students.

**Delete ARTICLE IX**

**Budget Impact:** No impact  
**Student Achievement Impact:** Providing teachers with highest quality of support in their content area correlates into quality instruction for students

**Board Withdraws ~~Delete Article XIII Sabbatical Leave~~**

## Insurance

**Replace second paragraph of 14.1 with:**

**Benefits Advisory Committee** – The Board agrees to establish a Benefits Advisory Committee to provide input into maintaining quality and affordable benefits. It is understood that the recommendations of the committee do not constitute negotiations and are only advisory.

The focus of this committee shall be to:

- a) Make recommendations on cost containment strategies
- b) Study, discuss, and recommend possible plan design changes
- c) Develop strategies to educate employees regarding benefit plans.

The Benefits Advisory Committee will meet at least six (6) times per year. The committee will report to the Board on its work in public session on an annual basis.

The composition of the committee will include up to three (3) representatives appointed by and representing the Board, one (1) representative from the Association appointed by President who is a current employee and enrolled in the HCPS health plan, one (1) representative from each of the four (4) other employee groups appointed by their President, and one (1) person representing the retired employee's association. Neither the Board's or Association's committee representative(s) shall serve simultaneously as a member of a negotiating team.

The Association representative appointed to the committee shall be released from school duties, if necessary, for meetings of the committee without loss of salary whenever it is jointly decided to hold such meetings during the school day.

Operational ground rules for of the Benefits Advisory Committee will be established by the members of the committee.

## Board amends proposal of 4/28/10

### Amend 14.2 to:

- 14.2 Effective July 1 through June 30, the Board will make available for the duration of the Agreement the following health insurance programs to eligible employees who enroll in the programs: The ~~Traditional Health Insurance and~~ Preferred Provider Program (PPN/PPO) plans and an HMO plan ~~in effect as of November, 2000~~, or comparable plans providing comparable benefits and network. See page 27 for summary of benefits. **The summary of benefit charts are for reference only and do not constitute negotiations between the Board and Association specific to insurance plan design.** ~~Participation in the Traditional Health Insurance Plan will be limited to those employees enrolled in the Plan on July 1, 2001. Employees who elect to terminate their participation in the Traditional Insurance Plan after that date shall not be eligible to re-enroll.~~

Effective July 1 through June 30, the Board will similarly make available for the duration of the Agreement to eligible employees who elect to enroll therein the choice of either the standard dental insurance plan or the Preferred Provide Dental Insurance Plan in effect as of November 2000, or comparable plans providing comparable benefits. See page 27. **The summary of benefit charts are for reference only and do not constitute negotiations between the Board and Association specific to insurance plan design.** The benefit period maximum for dental services shall be \$1500.

The Board will not provide two insurance programs, e.g. Blue Cross/Blue Shield and an HMO program; or two different HMO programs for any eligible employees or eligible members of their families. This applies to all employees and eligible members of their families whose spouses are also employees of the school system. However, if one employee's eligibility for participation is terminated for any reason, the other employee family member shall continue to be eligible for the existing coverage.

~~Effective July 1, 2001, employees enrolled in the Traditional Insurance Plan will be able to use their membership card at participating pharmacies to obtain a discount on prescriptions.~~

### Amend 14.3 to:

- 14.3 The Board's rate of contribution to the coverage made available under 14.1 is 90% **for FY11, 85% for FY12, and 80% effective July 1, 2012** of the total premium. The Board's rate of contribution applicable to the coverage made available under 14.2 shall be ~~80% of the total premium for the Traditional Health Insurance Plan and 90% for FY11, 85% for FY12, and 80% effective July 1, 2012.~~

**Budget Impact:** Cost savings associated with the elimination of traditional of approximately \$765,000 (system-wide)

**Student Achievement Impact:** Cost savings allows HCPS to maintain resources currently supporting the instructional program for students.

**ARTICLE XV**  
**Salary**

- 15.4 Teachers who have completed 19, 24, 29 and 34 years of teaching experience shall receive \$2000 longevity increments at each level. **No new longevity increments will be provided during the 2010-2011 fiscal year.**

**Budget Impact:** Cost savings of approximately **\$396,000**

**Student Achievement Impact:** Cost savings allows HCPS to maintain resources currently supporting the instructional program for students.

**Add last sentence to 15.13:**

- 15.13 Salary adjustments based upon obtaining a Master's degree, Doctor's degree, an Approved Program of Study beyond the Master's degree or an Advanced Professional Certificate, shall be effective the first of the month following the completion of all the requirements. **In order to achieve the salary adjustment teachers must submit official records confirming completion of requirements and submit a salary change request form to the Human Resource department.**

**Budget Impact:** No impact

**Student Achievement Impact:** Assist in ensuring that teachers are compensated for profession growth which in turn provides a highly qualified workforce for our students.



**Add a new 15.15**

Department chairpersons, teachers-in-charge, teacher specialists, and mentors in positions which have been approved for compensation by the Superintendent shall be compensated in the following manner.

Stipends for Department Chairpersons High School and Middle School Effective July 1, 2010			
	3 to 5 F.T.E. Teachers	5 to 8 F.T.E. Teachers	8 or More F.T.E. Teachers
Year 1	\$1,128	\$1,558	\$1,902
Year 2	\$1,289	\$1,728	\$2,077
Years 3 & Beyond	\$1,608	\$2,077	\$2,421

Stipends for Teachers-in-Charge, Teacher Specialists, and Mentors

Effective July 1, 2010

	Schools with up to 18 Teachers	Schools with 18 Teachers or More
Year 1	\$1,558	\$1,902
Year 2	\$1,728	\$2,077
Years 3 & Beyond	\$2,077	\$2,421

Remuneration for the stipends listed above shall increase at a minimum each school year at the same percentage as any cost of living adjustment (COLA) to the teachers' salary schedule that is bargained between the Association and the Board.

**ARTICLE XX  
Discipline**

**Change 20.2 to:**

20.2 **Maintenance of Classroom Control and Discipline.** When, in the professional judgment of a teacher, a student is, by his or her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may **briefly** exclude the student ~~temporarily~~ from the classroom, ~~and~~ **or** refer the student to the principal or designee.

**Change 20.4 to:**

- 20.4 Any teacher threatened with physical abuse in connection with his or her employment should immediately report the incident to his or her principal or designee. Serious incidents involving ~~verbal abuse or outright disrespect~~ **harassment, discrimination, or intimidation** shall be reported in a similar manner. **Complaints alleging that a principal or supervisor is the offender shall be reported to the Assistant Superintendent for Human Resources.**

**Budget Impact:** No impact

**Student Achievement Impact:** Safe and secure schools provide for a effective learning environment

**Salary**

**Maintain 2009-2010 salary schedule with no step increment**

**Budget Impact:** Cost savings associated with step of approximately **\$3.3 million**

**Student Achievement Impact:** Cost savings allows HCPS to maintain resources currently supporting the instructional program for students.

**ARTICLE XXVIII**

**Duration**

- 28.1 This agreement shall take effect on **July 1, 2010**, and shall remain in full force and effect through **June 30, 2013**, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any 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.
- 28.2 In accordance with Article II, section 2.4 of this negotiated agreement, the Association and the Board will reopen negotiations for the **2011-2012 and 2012-2013 school years for salary only.**