

NEGOTIATED AGREEMENT

between

**THE BOARD OF EDUCATION
OF HARFORD COUNTY**

and

**THE HARFORD COUNTY
EDUCATIONAL SERVICES COUNCIL**

July 1, 2011 – June 30, 2012

NEGOTIATED AGREEMENT

between

**THE BOARD OF EDUCATION
OF HARFORD COUNTY**

and

**THE HARFORD COUNTY
EDUCATIONAL SERVICES COUNCIL**

July 1, 2011 – June 30, 2012

NOTE: All items in this Negotiated Agreement requiring fiscal support will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budgets for the school system. Errors in the publication of this agreement do not supersede the contents of the Negotiated Agreement between the Board of Education of Harford County and the Harford County Educational Services Council.

TABLE OF CONTENTS

ARTICLE I

GENERAL PROVISIONS

1.1	<i>Recognition</i>	5
1.2	<i>Definition of Terms</i>	5
1.3	<i>Renegotiations</i>	5
1.4	<i>Dates For Negotiations</i>	6
1.5	<i>Impasse Procedure</i>	6
1.6	<i>Duration of Agreement</i>	6
1.7	<i>Modification of Agreement</i>	6

ARTICLE II

BOARD'S RIGHTS	6
----------------------	---

ARTICLE III

HCESC – BOARD RELATIONS.....	6	
3.1	<i>Printing Agreement</i>	6
3.2	<i>Association Communication</i>	6
3.3	<i>Dues Deduction Authorization</i>	6
3.4	<i>Use of School Facilities</i>	7
3.5	<i>Association Participation</i>	7
3.6	<i>Visitation</i>	7
3.7	<i>Bulletin Boards</i>	7
3.8	<i>Exclusivity</i>	7
3.9	<i>Board Meetings</i>	7
3.10	<i>Employee Lists</i>	8
3.11	<i>Notices and Information</i>	8
3.12	<i>Association Leave</i>	8
3.13	<i>Informational Packets</i>	8

ARTICLE IV

EMPLOYEE RIGHTS	8
-----------------------	---

ARTICLE V

EMPLOYMENT CONDITIONS	8	
5.1	<i>Ten (10) Month Employees – Duty Year</i>	9
5.2	<i>Twelve (12) Month Employees – Duty Year</i>	9
5.3	<i>Duty Day</i>	9
5.4	<i>Probationary Periods</i>	9
5.5	<i>Announcement of Vacancies</i>	10
5.6	<i>Promotion</i>	10
5.7	<i>Voluntary Transfer</i>	10
5.8	<i>Administrative Transfer</i>	11
5.9	<i>Involuntary Transfer</i>	11
5.10	<i>Reduction in Force</i>	11
5.11	<i>Disciplinary Action</i>	11
5.12	<i>Notification of Resignation</i>	12
5.13	<i>Tuberculosis Screening</i>	12
5.14	<i>Employee Evaluation</i>	12
5.15	<i>Personnel Files</i>	12
5.16	<i>Duty-Free Lunch Period</i>	13
5.17	<i>Personal Rights</i>	13

5.18	<i>Break</i>	13
5.19	<i>Paraeducator Substitutes</i>	13
5.20	<i>Out of Title Work</i>	13
5.21	<i>Health and Safety</i>	13
ARTICLE VI		
GRIEVANCE PROCEDURE		14
6.1	<i>Grievance</i>	14
6.2	<i>Settlement of Employee Grievances</i>	14
6.3	<i>Procedural Steps</i>	14
6.4	<i>Arbitration</i>	15
ARTICLE VII		
WAGES		17
7.1	<i>Pay Rates</i>	17
7.2	<i>Payroll Distribution</i>	17
7.3	<i>Deduction for Time without Pay</i>	17
7.4	<i>Overtime Pay</i>	17
7.5	<i>Nurses' Stipend</i>	17
ARTICLE VIII		
HOLIDAYS		17
8.1	<i>Official Holidays</i>	17
8.2	<i>School Holidays</i>	18
ARTICLE IX		
LEAVE PROVISIONS		19
9.1	<i>Annual Leave</i>	19
9.2	<i>Sick Leave</i>	19
9.3	<i>Sick Leave Bank</i>	19
9.4	<i>Personal Business Leave</i>	20
9.5	<i>Illness of a Member of the Employee's Household or the Employee's Parent</i>	20
9.6	<i>Bereavement Leave</i>	20
9.7	<i>Jury Duty</i>	21
9.8	<i>Legal Summons</i>	21
9.9	<i>Leaves of Absence</i>	21
9.10	<i>Inclement Weather</i>	21
9.11	<i>Leave of Absence for Maternity</i>	22
9.12	<i>Religious Holidays</i>	22
ARTICLE X		
DISPOSITION OF UNUSED LEAVE UPON RETIREMENT, RESIGNATION, OR DEATH.....		22
10.1	<i>Payment for Unused Days of Annual Leave</i>	22
10.2	<i>Payment for Unused Days of Sick Leave</i>	22
10.3	<i>Payment for Unused Sick Leave Death Benefit</i>	23
ARTICLE XI		
INSURANCE		23
11.1	<i>Group Hospitalization, Dental Plan and Life Insurance</i>	23
11.2	<i>Group Life Insurance</i>	23
11.3	<i>Insurance Advisory Committee</i>	23
11.4	<i>Health Care Insurance</i>	24
11.5	<i>The Board's Rate of Contribution</i>	25
11.6	<i>Worker's Compensation</i>	25
11.7	<i>Flexible Spending Account and Employee Assistance Plans</i>	26

ARTICLE XII

REIMBURSEMENT.....	26
12.1 <i>Reimbursement for Travel</i>	26
12.2 <i>Reimbursement for Job-Related Courses or Training Programs</i>	26
12.3 <i>Harford County Reimbursement for Paraprofessional Assessment</i>	27
SALARY SCHEDULE FOR REGISTERED NURSES AND TEAM NURSES.....	29
SALARY SCHEDULE FOR TWELVE MONTH	30
SALARY SCHEDULE FOR TEN MONTH CLERICAL EMPLOYEES	30
SALARY SCHEUDLE FOR PARAEDUCATORS.....	31
SALARY SCHEDULE FOR INTERPRETERS, TRANSLITERATORS AND BRAILLE TECHNICIANS.	32
SALARY SCHEDULE FOR TECHNICIANS	33
SALARY SCHEDULE FOR NON-CERTIFICATED BEHAVIOR SPECIALISTS	34

ARTICLE I **General Provisions**

1.1 Recognition. In view of the certification of the Board of Education of Harford County, Maryland, hereinafter referred to as the “Board,” and in accordance with Education Article, Title 6, Subtitle 5, the Harford County Educational Services Council (HCESC), hereinafter referred to as the “Association,” is officially recognized as the exclusive public school employee organization for all employees within the unit defined herein.

1.2 Definition of Terms.

- (a) “Bargaining Unit” – The Bargaining Unit shall include all clerical/secretaries, paraeducators, nurses, team nurses, instructionally-related technicians, school bus driver instructors, transportation specialists, transliterators, sign language interpreters, Braille technicians, Inclusion helpers, behavioral specialists, and related personnel who work twenty (20) or more hours per week; except those employees who are excluded by the nature of their job responsibilities as it relates to the negotiations process.
- (b) “Employee” – Unless otherwise indicated, this term shall refer to members of the bargaining unit. Eligibility for membership in the bargaining unit shall be defined in §6-501 of the Annotated Code of Maryland, Education Article.
- (c) “Superintendent” – As it appears in this agreement, shall refer to the Superintendent of the Harford County Public Schools.
- (d) “Temporary employees” – Temporary employees are employed for a brief period of time for a specific assignment and are not unit members. Temporary employees are not covered by this agreement. At the time the assignment is determined to be permanent, the employee will be eligible for representation. The assignment will not exceed nine (9) months.

1.3 Renegotiations. The items of this agreement not requiring fiscal support, when duly ratified by the Association and the Board, shall be valid and binding on July 1, 2011. The items which require fiscal support shall be valid and binding to the extent that sufficient funds are guaranteed and/or made available by the Harford County fiscal authorities to fully implement said items.

If categories which contain requests for funds to support items in this agreement are reduced by the County Council, further negotiations on these items shall begin after the action by the County Council and conclude not later than June 15.

If any provision of this agreement or any application of the agreement to any party to this agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

1.4 Dates For Negotiations. Negotiations for a succeeding year shall begin not later than the week following the Thanksgiving holiday and conclude by the end of the week following the winter holidays, unless mutually agreed by both parties.

1.5 Impasse Procedure. *The impasse process shall be conducted pursuant to Title 6, Subtitle 4 and 5, et seq., of the Education Article of the Annotated Code of Maryland.*

1.6 Duration of Agreement. This agreement shall take effect on July 1, 2011 and remain in effect through June 30, 2012, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations. The Board and the Association agree that all negotiable items have been discussed during negotiations leading to this agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement except by mutual consent.

1.7 Modification of Agreement. *This agreement may not be modified in whole or part except by an instrument in writing duly executed by both parties.*

ARTICLE II

Board's Rights

Subject to the terms and conditions of this agreement and to the authority of the State Board of Education under Education Article, of the Annotated Code of Maryland, it shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the county public education system; set the standards of service to be offered; maintain the efficiency of operations; determine the methods, means and personnel by which such operations are to be conducted; and to take whatever action and issue rules, policies, and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

ARTICLE III

HCESC – Board Relations

3.1 Printing Agreement. The Board of Education will make this agreement available on-line for all HCESC employees who may print the agreement at their work location. HCESC may provide printed copies of the agreement to its membership at its own cost.

3.2 Association Communication. The Association may utilize the inter-school courier service and the Harford County Public Schools' e-mail system for the distribution of its newsletter and for membership materials. Other materials which have been approved by the Superintendent may also be distributed.

3.3 Dues Deduction Authorization. The Association must submit an authorization form for each employee who wishes to participate in payroll deduction for the Harford

County Educational Services Council dues. Each form must bear the original signature of the employee who authorized this deduction. These forms will be submitted to the Director of Finance prior to November 1 of each school year.

During the month of November the Board will supply the Association with a list of employees on payroll deduction as of October 31.

The Board agrees to deduct from the pay of each unit member all Association dues that the employee voluntarily authorizes through the appropriate authorization form supplied by the Association. These deductions shall continue for each subsequent school year unless both the Finance Department and the Association are notified, in writing, prior to September 30 for the following deduction period. The Board and the Association shall notify the other of those unit members who cancel their payroll deduction of Association dues no later than October 31 of each school year.

Payroll deduction shall begin the second pay in November and continue until the total amount of dues for the year has been withheld. In the case of resignation within a school year, the balance due that year will be deducted from the final check.

3.4 Use of School Facilities. The Association may use school facilities of the Harford County Public Schools for legitimate Association business, provided it does not interfere with the normal, orderly conduct of the schools and may be held without cost, by using existing request procedures.

3.5 Association Participation. The Board and the Association agree not to interfere with the right of an employee to join and participate in the Association or not join the Association without reprisals.

3.6 Visitation. Association representatives who are not employees of the Harford County Public Schools may enter facilities for such things as the delivery of items or short conferences. They will first report to the appropriate administrator or designee; and, if in his or her judgment their continued presence will not be contrary to the best interest of the school, they may remain.

3.7 Bulletin Boards. The principal or other appropriate supervisor will designate a bulletin board or portion thereof for the display of appropriate and legitimate Association materials.

3.8 Exclusivity. The provisions of Sections 3.2 and 3.3 shall not be made available to any other organization seeking to represent unit members.

3.9 Board Meetings. The Association will be mailed a copy of the Board meeting agenda prior to meeting. A copy of approved Board minutes will be mailed to the Association following the meeting.

3.10 Employee Lists. On or before September 30 of each year the Association will be provided the name and work location of each employee eligible for representation by the Association.

3.11 Notices and Information. The Board shall provide the Association, upon request, with pertinent information developed by the school system which is reasonably necessary to represent employees in negotiations and grievances. The Association will be provided copies of Board policies and advertised vacancies which affect the Bargaining Unit. The Association agrees to send to the Board any Association newsletters *and any other county-wide distribution sent through the HCPS communication system.*

3.12 Association Leave. The Association may draw upon a bank of up to twenty-two (22) days maximum per fiscal year for use by one or more members designated by the president of the Association provided the unit member has given not less than three (3) days advance notice to the appropriate administrator and the Assistant Superintendent of Human Resources or designee. The unit member's absence will be with no loss of pay provided the Association reimburses the Board the cost of a substitute.

3.13 Informational Packets. Each school year, HCESC shall provide the Board with informational packets for distribution to all new employees in the HCESC bargaining unit.

ARTICLE IV

Employee Rights

An employee called to a meeting who has reasonable suspicion that the meeting may lead to disciplinary action may request that an Association representative be present at the meeting.

ARTICLE V

Employment Conditions

5.1 Ten (10) Month Employees – Duty Year

- (a) The duty year shall be the same as identified in the school calendar for other instructional personnel not to exceed 190 days.
- (b) Ten-month clerical employees are employed to work for a total of 192 duty days per work year. As a general rule, the beginning date in any one fiscal year will be on or before the first day scheduled for new teachers and the ending date no earlier than the last scheduled duty day for teachers, no later than June 30 of any fiscal year. The specific beginning and ending date is established by the principal, provided the duty days are within the fiscal year. Ten-month clerical personnel are not required to work when schools are closed

for instructional personnel unless mutually agreed by the principal and secretary to be part of the scheduled work year.

- (c) The number of duty days for inclusion helpers shall be the same as specified in the school calendar for students, plus an additional four (4) inservice days as long as their assigned student is enrolled in school. If an inclusion helper's assigned student withdraws from school, reasonable efforts will be made to reassign the inclusion helper.
- (d) Employment year for nurses. Nurses will report to work one (1) day earlier than regular instructional staff and will receive one (1) day off during the school year. The day off for each nurse will be scheduled and designated by the school system.
- (e) Working beyond the duty year. Ten-month unit members will be compensated at their true hourly rate.

5.2 Twelve (12) Month Employees – Duty Year. Twelve-month employees will work a standard duty year of 260 days including approved holidays. In fiscal years that have more than 260 days, twelve-month HCESC employees will not work on the days(s) beyond 260. The extra non-work day(s) will not count as a duty day or holiday. The extra non-work days(s) in the school calendar will be determined by the Superintendent of Schools. The hours for these extra non-work days will not count toward overtime calculations during the work period in which they occur.

5.3 Duty Day. Paraeducators, nurses, team nurses, inclusion helpers, and technicians will be scheduled for a 7 ½ hour work day which includes a 30-minute duty free paid lunch period. Secretarial and clerical personnel will be scheduled for an eight (8) hour work day which includes a 30-minute unpaid duty free lunch period.

Inclusion helpers will be scheduled to work their normal duty day as assigned. When the student assigned to an inclusion helper is absent from school, the inclusion helper will work their normal work day and will be assigned other duties.

5.4 Probationary Periods. All new employees are on probation for the first six months of employment. During the probationary period, an employee may be released at any time.

During the sixth month of service of the probationary employee, the principal or supervisor, under whom the individual works, will recommend that the person be granted permanent status or that the probationary period be extended for a period of up to sixty (60) work days, or that the person be terminated.

During the probationary period, an employee may only use actually earned sick leave and annual leave.

5.5 Announcement of Vacancies. All positions within the unit which offer promotional opportunities will be posted *electronically*. Current employees may express an interest in any position for which they qualify in accordance with the voluntary transfer procedure (section 4.6). When a position vacancy exists, those persons who have expressed an interest through a written transfer request and who meet the minimum qualifications pursuant to records on file in the Human Resources Office will be contacted and given first consideration for the position. When a position vacancy is announced, all applicants must be qualified for the position as of the date of the announcement and must follow the procedures and timeline indicated on the posting.

Part-time employees will be given first consideration to full-time assignments if deemed acceptable for the added assignment.

5.6 Promotions. Qualifications, work performance, and experience will be considered in all promotions. Applications will be accepted for promotional opportunities from current employees. The applicant who is deemed to be the best qualified for the position will receive the appointment.

The same process would also apply for those who desire a demotion and/or those who desire to change job categories.

If all applicants are equally qualified, then length of continuous service will be given preference. In all cases, the Superintendent will make the final decision as to who will receive the appointment.

When an employee is promoted, he/she will be placed on the step and grade in the appropriate classification which will provide the employee a salary equal to or greater than his/her former pay classification.

5.7 Voluntary Transfers - Employees who desire a voluntary transfer must follow the voluntary transfer process listed below:

- *Employees must file a written request with the Division of Human Resources prior to March 1 of the school year.*
 - *The request must include the type of position to which the employee desires to be assigned.*
 - *The request must include the school or building assignment requested, in order of preference.*
- *Requests for transfer will be accepted only from non-probationary employees.*
- *Requests for a voluntary transfer must be renewed each school year in order to remain active.*

Employees who meet the requirements for the position may be offered an interview should such a position become available. Transfers of instructional personnel, defined as 10-month unit employees excluding clerical, are not considered after August 15. However, should there be an exception to this practice, the Superintendent will make the final determination.

5.8 Administrative Transfer. When it is necessary for reasons not personal to the employee to select an employee for transfer when a transfer has not been requested, qualifications, work performance, experience, and length of service shall be considered. When an administrative transfer is necessary and there is a volunteer deemed acceptable to be transferred, then the volunteer will be considered.

5.9 Involuntary Transfer. If, as a solution to a problem (different from those listed in "Administrative Transfer") an employee is to be transferred to another school, such a transfer may not be affected until after a meeting between the employee involved and the appropriate administrator(s). At this time, the employee shall be notified of the reason(s) for transfer and shall be given the opportunity to respond. In the event that an employee objects to the transfer, he or she shall, upon request, have a meeting with the Superintendent or designee. The employee, at his or her option, may have a person of his or her choice accompany him or her at the meeting.

5.10 Reduction in Force. Qualifications, work performance and length of service will be considered in a reduction in force. When all other factors are equal, length of continuous service in Harford County will be the determining factor. The employees who are separated shall be placed on a priority recall list for a period of two (2) years and shall be recalled in reverse order of their separation when appropriate positions become available.

An employee on the priority recall list shall be notified in writing of any vacancy which occurs in his or her field of employment and shall indicate in writing within ten (10) days of the receipt of the letter his or her acceptance or rejection of the position.

Leaves of absence will not be regarded as a break in the continuity of service although leave time will not count as active service.

A reduction in force will be conducted in accordance with the Reduction in Force Procedures for Supporting Services Personnel. These procedures will remain in effect for the duration of this Agreement.

This section will not be subject to the grievance procedure; however, it will be subject to the administrative appeal procedure.

5.11 Disciplinary Action. Any discipline of an employee by a supervisor shall be conducted in private, so as to avoid embarrassment to the employee, except when immediate action is required by the supervisor in an emergency situation. An employee may be disciplined, suspended or terminated in accordance with Harford County Public Schools policies and procedures. For this section the grievance procedure will apply only through Step 3. Following the Step 3 meeting, the Superintendent will make the determination. This section will not be subject to the grievance procedure; however, it will be subject to the administrative appeal procedure as contained in Section 4205-C of the Annotated Code of Maryland, Education Article.

5.12 Notification of Resignation. Unit members who plan to resign should send a letter of resignation to the Division of Human Resources copied to the principal or department head not less than two (2) weeks prior to the last day of duty.

5.13 Tuberculosis Screening. All Employees of the Harford County Public Schools must meet the requirements for medical screening for tuberculosis as established by the Department of Health. An appropriate tuberculosis test will be made available to all employees free of charge.

5.14 Employee Evaluation. Employees will be evaluated on an annual basis or more frequently if deemed necessary, and informed of the quality of their work. All evaluations are the responsibility of the immediate administrative supervisor and shall be comprehensive. Employees will receive a copy of their evaluation at least five (5) duty days before the end of their work year. The employee has a right to review and to comment in writing regarding all evidence on file to support any evaluation of the employee's performance. An employee who disagrees with the evaluation may submit a written addendum or rebuttal to the evaluation. The evaluation and the addendum, if any, will be placed in the employee's personnel file.

The employee shall be requested to sign the evaluation. Signing the evaluation does not mean that the employee agrees or disagrees with the assessment.

If an employee desires a performance assessment with his/her immediate supervisor, he/she may request the assessment in writing. In the case of unsatisfactory performance, the immediate supervisor will note areas that are unsatisfactory and make recommendations for improvement. Judgment of performance by an evaluator shall not be subject to the grievance procedure.

5.15 Personnel Files. Employees shall be able, upon request, with an appropriate member of the Division of Human Resources, to review the non-confidential contents of his/her personnel file contained in the Division of Human Resources. This review shall not include confidential material such as letters of reference, academic credentials, or other similar documents pertaining to original employment. If a unit member wishes to be accompanied by another person or representative of the Association during such review, an appointment must be made by contacting the Division of Human Resources.

Complaints which the appropriate supervisor determines to have merit will be included in the personnel file of the employee and shall be brought to the attention of the employee so that he or she may respond to them.

The employee shall have the right to submit a written answer to such allegations. The employee shall be given the opportunity to acknowledge that he/she has read such materials by affixing his/her signature on the original with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. The employee shall have the right to submit a written answer to such allegations. Unsubstantiated allegations will not be filed in the employee's personnel file.

5.16 Duty-Free Lunch Period. The duty-free lunch period for employees who are located in a school, e.g., clerical personnel, nurses, team nurses, paraeducators, technicians, transliterators, sign language interpreters, inclusion helpers, and Braille technicians shall extend for at least thirty (30) minutes; but when the pupils have a regular lunch period of less than thirty (30) minutes, the duty-free period shall coincide with such regular period of less than thirty (30) minutes. In general, employees who are located in a school are expected to remain at school during the lunch period. For good reason, permission may be granted for leaving the premises during the lunch period. The principal may limit the number of employees who may leave the building during lunch at any one time.

5.17 Personal Rights. The personal life of an employee is of appropriate concern to the Board only as it affects an improper relationship between the employee and the school system.

5.18 Break. An employee who works in a school will be provided a break of 15 minutes in the morning and in the afternoon. The breaks will be scheduled by the supervisor after consulting with the employee. If it is necessary to recall a person during a break, the person will be provided a break at another time.

5.19 Paraeducator Substitutes. When a teacher who is assigned a paraeducator is absent from his/her assigned classes for one half day or more, reasonable effort shall be made to employ a substitute. In an event a paraeducator is assigned to work in one classroom as a substitute for a teacher, the paraeducator will receive a daily stipend of \$10.00 if the paraeducator works 3.50 through 5.0 hours as a substitute teacher in the same classroom, and a daily stipend of \$20.00 if the paraeducator works 5.0 hours or more as a substitute in the same classroom. Instructionally related technicians who are assigned to work in one classroom as a substitute for a teacher will also receive this stipend.

5.20 Out of Title Work. Employees who are temporarily required to perform duties of a higher pay grade or classification shall be compensated at a rate relative to his or her current status and in line with the higher grade classification. Requests for temporary classifications must be submitted to the Human Resources office for approval. Assignments must be for a minimum of ten (10) days with pay retroactive to the first day upon reaching the tenth (10th) day in the temporary assignment.

5.21 Health and Safety. The Harford County Public Schools has the responsibility to provide safe school facilities and to maintain them in a safe and adequate manner. Employees are obligated to report any condition affecting health and safety of pupils or employees of the Harford County Public Schools to the principal of the school or to the individual responsible for the building or facility where such condition is observed so that appropriate action can be instituted by the principal or other appropriate individual within a reasonable time.

ARTICLE VI

Grievance Procedure

6.1 Grievance. A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Association.

6.2 Settlement of Employee Grievances. The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application, or alleged breach of any of the provisions of this agreement. The Board and Association agree to attempt to settle all grievances at the lowest possible level. To this end, the parties agree that the provisions of this article shall provide the means of settlement of all such grievances, provided, however, that nothing herein will be construed as limiting the right of any employee to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of the agreement. The employee shall discuss his or her grievance with his or her immediate supervisor and if the problem cannot be resolved at this level, the grievance shall be processed in the following steps:

6.3 Procedural Steps.

Step 1.

An employee shall present his/her grievance to the principal or appropriate supervisor within ten (10) working days from the date of its occurrence. The grievance shall be in writing and signed by the grievant.

The principal and/or designated representative(s) or the appropriate supervisor and/or designated representative(s) will meet with the grievant and a representative of his or her choice, if desired, within ten (10) working days following the receipt of the grievance.

The principal or appropriate supervisor will answer the grievance in writing within ten (10) working days after the Step 1 meeting.

Step 2.

If the answer to the grievance at Step 1 is not satisfactory to the employee, he or she may appeal the grievance in writing to the Assistant Superintendent of Human Resources and/or designated representative(s) within five (5) working days after the principal's or the appropriate supervisor's answer. The Assistant Superintendent of Human Resources and/or designated representative(s) will meet with the grievant and a representative of his or her choice, if desired, within ten (10) working days from receipt of the appeal.

The Assistant Superintendent of Human Resources and/or designated representative(s) will answer the grievance in writing within ten (10) working days after the Step 2 meeting.

Step 3.

If the answer to the grievance at Step 2 is not satisfactory to the employee, he or she may appeal the grievance, in writing, to the Superintendent of Schools within five (5) working days after the Assistant Superintendent of Human Resources and/or designated representative(s)' answer. The Superintendent and/or designated representative(s) will meet with the grievant and a representative of his or her choice, if desired, within ten (10) working days from receipt of the appeal.

The Superintendent of Schools will answer the grievance in writing within ten (10) working days after the Step 3 meeting.

6.4 Arbitration.

- (1) Any grievance concerning the interpretation, application or alleged breach of any provision of this agreement that has been properly processed through the grievance procedure as set forth above and has not been settled, may be appealed to arbitration by the Association serving written notice on the Superintendent within fifteen (15) calendar days after the Superintendent's answer at Step 3 of the said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.
- (2) Selection of Arbitrator. If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Association's notice of appeal to arbitration, they shall jointly request the American Arbitration Association to furnish a list of not less than five (5) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) calendar days after receipt of said list, the Association and the Board shall jointly petition the American Arbitration Association to furnish a second list of not less than five (5) additional arbitrators, one of whom shall be designated by them within seven (7) calendar days after receipt of said list, to act as arbitrator of the grievance.

Selection shall be made by the Association and the Board representatives alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

- (3) Jurisdiction of Arbitrator. The jurisdiction and authority of the arbitrator of the grievance and his or her opinion and recommendation shall be confined to the express provision or provisions of this agreement at issue between the Association and the Board. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this

agreement, or to make any recommendation which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Association and the Board. The recommendation in writing of the arbitrator within his or her jurisdiction and authority as specified in this agreement shall be final and binding on the aggrieved employee or employees, the Association, and the Board.

- (4) Arbitration Expenses. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to arbitration.

6.5 Unless a grievance is submitted in writing and signed by the grievant within ten (10) working days from the date of its occurrence, it shall be deemed waived.

Unless a grievance is appealed by the grievant in writing within five (5) working days after the Administrator's answer, it shall be deemed settled in accordance with the Administrator's answer.

6.6 If the Association claims a class grievance, defined as a general violation, misapplication, or misinterpretation of the agreement that directly affects three (3) or more unit members, the grievance may then be submitted directly to the Assistant Superintendent of Human Resources within ten (10) days from the date of its occurrence. The processing of such grievance shall begin at Step 2.

6.7 By mutual agreement of the grievant and the superior, the time limits stated herein may be compromised to allow for the collection of pertinent information and in the interest of prudent resolution of the grievance.

6.8 No reprisals of any kind will be taken by the Board, the school administration, or Association against any employee or official because of his or her participation in this grievance procedure.

6.9 Should the investigation or processing of a grievance require that an employee or an Association representative be released from his or her regular assignment, he or she shall be released without loss of pay or benefits and the employee will not be required to use any leave he or she may have.

6.10 The Association shall have the right to file grievances on its own behalf only with respect to issues that are specific to the Association's rights. These are limited to the following: matters arising under Sections 1.3, 1.4, and 1.5 regarding renegotiations and the impasse procedure; and matters arising under Article III governing HCESC-Board Relations.

ARTICLE VII

Wages

7.1 **Pay Rates.** Unit members must have been on an active status for a minimum of six (6) months to be eligible for an experience step increment. Longevity increases are defined at the bottom of each classification salary schedule.

Inclusion helpers will be paid \$9.50 per hour for school year 2011-2012.

7.2 **Payroll Distribution.** Employees will be paid on a bi-weekly basis. The Association and the Board will hold educational meetings to inform employees of changes and options available to them. Inclusion helpers shall be on a 22 equal pay schedule consistent with all other 10-month employees.

7.3 **Deduction for Time without Pay.** When an employee is absent from work and such absence is of a “without pay” nature, the deduction shall be based upon the employee’s daily rate of pay.

7.4 **Overtime Pay.** An employee who receives prior approval to work overtime will be compensated at time and one-half for work performed beyond forty (40) hours per work week. Annual leave, sick leave and personal leave days do not count toward the forty (40) hour work week. Overtime must be authorized by the appropriate administrator.

7.5 **Nurses’ Stipend.** The stipend registered nurses receive for being present at high school football games will be sixty (\$60) dollars.

ARTICLE VIII

Holidays

8.1 **Official Holidays.** The following holidays have been approved by the Board of Education for employees:

Independence Day
Labor Day
Primary Election Day
General Election Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year’s Day
Martin Luther King, Jr.’s Birthday
President’s Day
Good Friday
Memorial Day

When any of the aforementioned holidays, excluding Christmas Eve, occur on a Saturday, the day off shall be granted on Friday before the holiday. When the holiday, excluding Christmas Eve, occurs on Sunday, the holiday shall be observed on the following Monday.

The Christmas Eve holiday shall be granted only when Christmas Eve is a scheduled work day. However, in years when the Christmas Eve holiday is not granted, employees will be granted another day for the Christmas Eve holiday that, with prior approval, may be used at another time during the Christmas holiday.

8.2 School Holidays – Twelve-Month Employees Only - To be entitled to receive pay for a holiday, an employee must work or be on authorized leave on the work day immediately preceding the holiday and the work day immediately following the holiday.

- (a) All employees who are scheduled to work on the above specified holidays, will be granted an alternate day off in lieu of the holiday worked. The alternate day off must be taken within the same pay period in which the official holiday occurs.
- (b) Should the primary and/or general election days be deleted from the above-listed holidays, the Board shall assign alternative holidays to eligible unit members.
- (c) Twelve-month employees are scheduled to work on days when schools may be closed for various school holidays, such as the winter and spring recess as indicated on the approved school calendar. Employees who are absent on these days must be on approved annual, personal business, or sick leave or incur a per diem loss in salary for each day of unauthorized absence.

8.3 Ten-month clerical employees are not required to report to work on school holidays unless mutually agreed by the principal and employee that the holiday is part of the scheduled work year.

8.4 All other ten-month employees follow the same school schedule as teachers as indicated on the approved school calendar and are not required to report to their assigned worksite during approved school holidays.

ARTICLE IX

Leave Provisions

9.1 Annual Leave. Annual leave must be planned to give the best practical continuous coverage of the schools and central offices. Eligible employees shall have the option of using a part of their accrued annual leave while school is in session, provided the request is submitted as far in advance as possible and approved by the principal or department head.

An employee is not required to give a reason for an annual leave request, however, approval of annual leave requests are conditional upon the needs of the school system, and must be approved by the principal or department head.

Twelve-month employees earn annual leave as follows:

- An employee who qualifies for annual leave with five (5) years or less of continuous service earns annual leave at a rate of one (1) day per month.
- An employee who qualifies for annual leave with more than five (5) years of continuous service earns annual leave at a rate of one and one-quarter (1.25) days per qualifying month.
- An employee who qualifies for annual leave with more than fifteen (15) years of continuous service earns annual leave at a rate of one and one-half (1.5) days per qualifying month.
- An employee who qualifies for annual leave with more than twenty (20) years of continuous service earns annual leave at a rate of 1.67 days per qualifying month for a total of twenty (20) days per year.
- A maximum of twenty-five (25) days of accrued annual leave may be carried over to the next fiscal year. Accounting for annual leave is based upon the fiscal year. The date of initial employment and the date of termination of employment will determine the amount of annual leave earned on pro-rata basis for that month.
- Ten-month clerical, paraeducators, technicians, school nurses, and team nurses do not qualify for annual leave.

9.2 Sick Leave. An employee will receive sick leave at the rate of one and one-quarter (1.25) days per qualifying month for personal illness. Unused sick leave may be carried over from year to year. The total amount of sick leave that may be accumulated is unlimited.

Persons entering employment and persons leaving employment shall receive sick leave on a “pro-rata” basis if they are on active status ten (10) days prior to the middle of the month or ten (10) days prior to the end of the month. Temporary employees are not eligible for sick leave. Beginning with the third year of service with Harford County Public Schools, the annual total of sick leave shall be available at the beginning of the school year.

9.3 Sick Leave Bank. The Association will manage the sick leave bank. *The rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of the HCESC and two (2) members appointed by the Superintendent. It shall be the purpose of this committee to recommend such rules as the committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the President of the HCESC and the*

Superintendent before said rules take effect. The committee will meet at least once per year.

9.4 Personal Business Leave. Unit members shall receive a total of three (3) work days per year with no loss in salary that may be used for personal business. Unit members employed on or after February 1 shall receive one (1) work day of personal business leave. Effective July 1, 2006, unused personal business leave days may be accumulated up to no greater than five (5) days. On July 1 of each year any personal business days in excess of five (5) will be converted to sick leave days.

Personal business leave may be requested, with at least three (3) work days advance notice, through the appropriate principal or department head who shall not require a reason for the leave. If, however, an unforeseen circumstance requires the member's absence which could not be approved three days in advance, the reason for the absence shall be stated and the principal or department head may, at his/her discretion, approve the absence as a day of personal business leave. Personal business leave may be denied when, in the judgment of the principal or supervisor, the member's absence would impair the educational process.

Personal business leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed on the master calendar, or on an in-service day for teachers, or at the beginning (first five scheduled work days) or the end of the school year (last five scheduled work days). If, however, a circumstance requires the member's absence on one or more of the foregoing days, the member may request use of personal business leave through the principal. The principal or supervisor may, at his/her discretion, approve the absence as a day of personal business leave. In normal circumstances a member shall not use more than three (3) consecutive personal business days at one time.

Exceptions to the foregoing restrictions on days to be used for personal business leave may be made by the Assistant Superintendent of Human Resources for circumstances which require the member's absence on these days.

9.5 Illness of a Member of the Employee's Household or the Employee's Parent. For an absence that does not qualify under the Family and Medical Leave Act (FMLA), an employee is permitted to use up to seven (7) work days of earned sick leave per year for illness of a member of the member's household or the member's parent. If the absence qualifies under the Family and Medical Leave Act, then the Board's FMLA procedures shall apply.

9.6 Bereavement Leave. An employee will be permitted up to six (6) consecutive days of absence at any one time without loss of salary upon the death of a child, stepchild, parent, (natural, foster, or in-law), grandchild, grandparent, brother, sister, husband, wife, a person who reared the employee, or anyone who lives regularly in the household of the employee. An employee will be permitted up to two (2) days of absence at any one time without the loss of salary upon the death of a step-brother, step-sister, step-parent, brother-in-law, sister-in-law, son-in-law or daughter-in-law. One of the days of absence must be

the day of the funeral or interment. The remaining days of absence may be taken immediately before, immediately after, or surrounding the days of the funeral or interment, to meet the needs the circumstances dictate for the employee. Should an employee be required to travel out-of-state for funeral or other bereavement-related matters, other available leave may be used to extend the time allotted above.

9.7 Jury Duty. An employee who serves on jury duty will continue to receive his or her regular salary. The employee will provide, from the court, written confirmation of his or her days of service.

9.8 Legal Summons. An employee who is not otherwise on leave may be absent in response to a legal summons to appear as a witness without loss of salary, provided the employee is not a party (e.g. plaintiff, defendant, third party defendant or third party plaintiff).

9.9 Leaves of Absence. An employee must have completed one full year of service with Harford County Public Schools to be eligible for a leave of absence. A leave of absence protects the employee's right to apply for disability retirement and to be reemployed by the school system. Leaves of absence may be granted for one (1) year.

The following leaves of absence may be provided to eligible employees:

1. Leave of Absence for Illness.
2. Leave of Absence for Maternity.
3. Leave of Absence for Active Military Duty.
4. Leave of Absence for Study.
5. Leave of Absence for Illness in the Immediate Family.

An employee finding it necessary to request a leave of absence should make written request to the Superintendent, stating the reason, date to become effective, and if for less than one (1) year, the number of months of leave desired.

An employee returning from an approved leave will be reassigned when an appropriate vacancy occurs for which the employee qualifies provided the employee has notified the Division of Human Resources in writing at least thirty (30) days prior to the expiration of the leave. Persons returning from personal illness leave will provide proper certification from his/her doctor that he/she is able to return to work and perform the functions of the assignment. The Board shall retain the right to require additional validation and/or a second medical opinion as deemed necessary at the Board's cost.

If a reduction in force has occurred in the field of employment of the person on leave, the person on leave will be placed on the reduction in force priority recall list according to his or her length of continuous service in Harford County.

9.10 Inclement Weather. Ten-month clerical and instructional employees are not required to report to work when schools are closed prior to the regular opening time or beginning of the regular work day. The day or days must be made up in order to comply

with the minimum number of school days required by state law. In the event of delayed openings, and/or early closings due to inclement weather, ten-month clerical and instructional employees will work on the same schedule as ten-month teachers.

On days when schools are closed or opened on a delayed basis, twelve-month clerical employees will report to work at their regularly scheduled time in accordance with established inclement weather procedures, unless they have requested and received approval to use annual or personal leave. If schools and offices are closed, unit members will not be required to report to work unless they have been designated as "essential personnel." When schools are closed early due to inclement weather, twelve-month clerical employees will be released at the direction of the Superintendent (or designee), unless they have requested and received approval to use annual or personal leave.

9.11 Leave of Absence for Maternity. A leave of absence for maternity, or disability due to maternity, is a qualifying absence under the Federal Family and Medical Leave Act (FMLA). For an employee requesting leave for maternity or disability due to maternity, who qualifies under FMLA, the Board's procedures for FMLA shall apply. If the leave of absence due to disability extends beyond the FMLA period of twelve weeks, an employee may use additional accrued paid leave to cover the absence.

An employee who does not qualify under FMLA may use any accrued paid leave for absence due to maternity or disability due to maternity.

9.12 Religious Holidays. An employee shall have three (3) days of leave for observance of recognized special holidays which he or she believes to be mandated by his or her religion, provided that the leave he or she seeks would be given a positive recommendation by the proper authorities. The principal may contact the proper religious authority for their recommendation. The three (3) days allowed for religious holiday shall be in addition to sick days and other emergency days and shall not be accumulative.

ARTICLE X

Disposition of Unused Leave Upon Retirement, Resignation, or Death

10.1 Payment for Unused Days of Annual Leave. All employees who enter regular retirement from Harford County Public Schools with a minimum of ten (10) years of continuous service shall receive payment for earned and accumulated days of annual leave at their current daily salary.

10.2 Payment for Unused Days of Sick Leave. Employees who enter retirement from the Harford County Public Schools after ten (10) years of service in those schools shall receive payment for unused days of sick leave up to a maximum of 200 days, effective July 1, 1998, at the rate of 25% of the daily rate of pay.* Full time employees shall be paid the above listed percentage or \$18, whichever is higher. All such days must have been accumulated while in service in Harford County. Sick leave shall be accumulated annually at the rate of the difference between sick leave provided and sick leave used.

*This proposal requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budgets for the school system.

10.3 Payment for Unused Sick Leave Death Benefit. A death benefit based upon the number of unused days of sick leave will be paid to the beneficiary of an employee who has served ten (10) years with the school system and whose death occurs while the employee is on active duty or on an approved leave of absence. The payment for the unused sick leave will be up to a maximum of 200 days effective July 1, 1998, at the rate of 25% of the daily rate of pay or \$18 for a full day, whichever is higher.

ARTICLE XI

Insurance

11.1 Group Hospitalization, Dental Plan and Life Insurance. The Board of Education shares in the cost of a group hospitalization plan, a dental plan, and a life insurance program for employees who work twenty (20) or more hours a week.

11.2 Group Life Insurance. The Board will provide group life insurance with accidental death and dismemberment to eligible employees in an amount of \$8000 or an amount that will match the individual's salary rounded to the nearest \$1000, whichever is higher. This amount will not be changed during the contract year. An employee may purchase a matching amount of life insurance by paying the full cost of the additional premium.

11.3 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 does 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 the President who is a current employee and enrolled in the HCPS health plan or the President may appoint himself/herself, one (1) representative from each of the four (4) other employee groups appointed by their President or the President may appoint himself/herself, and one (1) person representing the retired employee's association. Neither the Board's or the 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 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 the Benefits Advisory Committee will be established by the members of the committee.

11.4 Health Care Insurance. 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 HMO plan in effect as of July 1, 2010 at a 90% employer/10% employee premium split*
- *The PPN plan in effect as of July 1, 2010 at a 90%/10% employee premium split*
- *The PPN plan in effect as of July 1, 2009 at an 85%/15% employee premium split*

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 Provider Dental Insurance plan in effect as of November 2000, or comparable plans providing comparable benefits (See Appendix.)

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.

Benefit Plan Resources

Please note: The Benefits charts may not reflect minor changes made by the provider. For the most current information, please consult the providers' websites or contact Customer Service:

Provider	Member Service Tel.#	Web Address
CareFirst BlueCross BlueShield	800-342-7287 (Health)	www.carefirst.com
BlueChoice HMO	866-520-6099	www.carefirst.com
Delta Dental	800-932-0783	www.deltadentalins.com
Alliance Benefit Group – Mid Atlantic (FSA)	877-895-0956	www.fsaplan.info
APS Healthcare (EAP)	866-795-5701	www.APSHelplink.com
State Retirement Agency	800-492-5909	www.sra.state.md.us
Tax Deferred Compensation Plan (457)		http://www.hcps.org/departments/humanresources/benefits/retirement.aspx
Tax Deferred Investment Program (403B)		http://www.hcps.org/departments/humanresources/benefits/retirement.aspx

11.5 The Board's Rate of Contribution. The Board's Rate of Contribution to the coverage made available under 11.1 is 90% of the total premium. The Board's rate of contribution applicable to the coverage made available under 11.4 shall be 90% of the total premium for all provided health and dental insurance plans.

11.6 Workers' Compensation. All benefits provided under Maryland law for employees injured during and as a result of their work, including death, injury, hospitalization, medical and weekly disability payments, and lump sum awards, are available through a standard Workers' Compensation policy.

Employees who are injured on the job and who qualify for weekly disability payments through Workers' Compensation will receive their regular salary, less the amount of the disability payments for up to twenty (20) duty days. Employees may then use their accumulated sick leave in order to maintain their full salaries. After the 20th day of absence, one-third day of sick leave will be deducted for each day compensated by Workers' Compensation to maintain an employee's full salary.

11.7 Flexible Spending Account and Employee Assistance Plans. The Board will make available for the duration of the Agreement the opportunity for employees, who are eligible for health insurance, to participate in a Flexible Spending Account Plan. Employees enrolled in this plan will be allowed to contribute up to \$5,000 for the payment of non-covered medical expenses and \$5,000 for dependent care costs on a pre-tax basis.

The Board shall make available to eligible employees and their eligible family members, at no cost, an Employee Assistance Plan (EAP). The EAP made available to employees shall include the following components:

General Counseling	Stress
Relationship Issues	Anxiety
Parenting Issues	Financial Issues
Grief and Loss	Childcare Issues
Addiction	Caring for an Elderly Parent

In the event that an eligible employee seeks assistance from the Plan for a work-related stress issue, the contact person for the Plan shall be instructed to direct such inquiries to the Association in the first instance. In the event the Board wishes to add or delete services or to reduce the level of services provided to employees during the term of this Agreement, the Board shall notify the Association of its desire to negotiate such changes. Employee participation in and/or referral to the EAP shall be voluntary and confidential, except as to any disclosures required by applicable law. All personal treatment records generated as a result of an eligible individual's utilization of the Plan shall be maintained by the service provider and shall not be shared with the Board unless otherwise authorized by the eligible employee or the covered dependent, or by operation of applicable law. The contact person for the EAP services to be made available under this Agreement shall not be employed by the Board of Education.

ARTICLE XII

Reimbursement

12.1 Reimbursement for Travel. Harford County Public Schools will reimburse employees for approved transportation at the rate established by the Internal Revenue Service. All requests for transportation reimbursement must be submitted to the Assistant Superintendent for Administrative Services for prior approval before payment can be authorized.

12.2 Reimbursement for Job-Related Courses or Training Programs. Harford County Public Schools will reimburse employees for the actual cost of tuition for job-related courses or training programs up to \$175.00 per credit. The number of credits to be reimbursed per year will not exceed a total of twelve (12) credits. The total number of

credits for any employee that will be reimbursed by the school system will not exceed a total of thirty-nine (39) credits except for paraeducators working in Title I schools which will not exceed forty-eight (48) credits.

In order to qualify for reimbursement, all courses and/or training programs must be approved by the immediate supervisor and the appropriate assistant superintendent prior to enrollment in the course or training program.

In order to be reimbursed, the employee must pass the course or training program with a “C” or better when letter grades are issued or submit official proof of successfully completing the course or training program where grades are not issued.

12.3 Reimbursement for Paraprofessional Assessment. Harford County Public Schools will reimburse the \$40 cost of the ParaPro Assessment for all paraeducators who are not otherwise eligible to achieve “highly qualified” status, if the employee meets the Maryland qualifying score on the ParaPro Assessment.

Signatures of the negotiators who confirm the agreement reached on the above items and who recommend this total agreement for ratification by the Board of Education and the Harford County Educational Services Council:

Representatives of the Harford County Educational Services Council:

/s/ Susan Lesser
/s/ Barbara Yost
/s/ Victoria Bridges
/s/ Susan Mangus
/s/ Nancy Schorr
/s/ Karen Becker
/s/ Donna Woodfield
/s/ Tanya Caldwell

Representatives of the Board of Education of Harford County:

/s/ Jeffrey Fradel
/s/ Linda Chamberlin
/s/ Glenn Jensen
/s/ James Jewell
/s/ Creighton Leizear
/s/ Ann-Marie Spakowski
/s/ Mary Nasuta

Harford County Public Schools
Salary Schedule for Registered Nurses and Team Nurses
Fiscal Year 2011-2012

STEP	Registered Nurses	Team Nurses
1	\$35,468	\$25,307
2	\$36,532	\$26,066
3	\$37,628	\$26,848
4	\$38,757	\$27,654
5	\$39,920	\$28,483
6	\$41,117	\$29,338
7	\$42,351	\$30,218
8	\$43,621	\$31,124
9	\$44,930	\$32,058
10	\$46,278	\$33,020

Nurses and Team Nurses shall receive a \$750 longevity increment after 14, 19, 24, and 29 years of continuous service with Harford County Public Schools. The longevity increment becomes effective on July 1st or February 1st after the employee completes 14, 19, 24, and 29 years of continuous service with HCPS, based on a 10 month duty year. Effective July 1, 2007, all years of service with Harford County Public Schools will count toward longevity increments.

Nurses who have earned a bachelor's degree in nursing or a related field as determined by the Assistant Superintendent for Human Resources will receive a \$1,000 differential. Team Nurses who have earned a bachelor's degree in a related field will receive a \$1,000 differential. Team Nurses with LPN certification will receive a salary increase of \$1,000. Team Nurses with RN certification will receive a salary increase of \$1,500.

Years of service/experience may not equate to step placement.

Harford County Public Schools
Salary Schedule for Twelve Month Clerical,
School Bus Driver Instructors, and Transportation Specialists
Fiscal Year 2011-2012

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8	GRADE 9	GRADE 10	GRADE 11	GRADE 12
1	\$23,170	\$24,812	\$26,450	\$28,089	\$30,054	\$32,029	\$33,985	\$35,956	\$38,248	\$40,544	\$42,836	\$45,134
2	\$23,865	\$25,556	\$27,244	\$28,932	\$30,956	\$32,990	\$35,005	\$37,035	\$39,395	\$41,760	\$44,121	\$46,488
3	\$24,581	\$26,323	\$28,061	\$29,800	\$31,884	\$33,980	\$36,055	\$38,146	\$40,577	\$43,013	\$45,445	\$47,883
4	\$25,318	\$27,113	\$28,903	\$30,694	\$32,841	\$34,999	\$37,136	\$39,290	\$41,795	\$44,304	\$46,808	\$49,319
5	\$26,078	\$27,926	\$29,770	\$31,614	\$33,826	\$36,049	\$38,250	\$40,469	\$43,048	\$45,633	\$48,212	\$50,799
6	\$27,382	\$29,322	\$31,258	\$33,195	\$35,517	\$37,851	\$40,163	\$42,492	\$45,201	\$47,914	\$50,623	\$53,339
7	\$28,751	\$30,789	\$32,821	\$34,855	\$37,293	\$39,744	\$42,171	\$44,617	\$47,461	\$50,310	\$53,154	\$56,006
8	\$30,189	\$32,328	\$34,462	\$36,598	\$39,158	\$41,731	\$44,280	\$46,848	\$49,834	\$52,825	\$55,812	\$58,806
9	\$31,698	\$33,944	\$36,185	\$38,428	\$41,116	\$43,818	\$46,494	\$49,190	\$52,326	\$55,467	\$58,602	\$61,746
10	\$33,283	\$35,642	\$37,995	\$40,349	\$43,172	\$46,009	\$48,818	\$51,650	\$54,942	\$58,240	\$61,532	\$64,833

Harford County Public Schools
Salary Schedule for Ten Month Clerical Employees
(Derived from 12 Month Schedule)
Fiscal Year 2011-2012

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
1	\$19,308	\$20,677	\$22,042	\$23,408	\$25,045	\$26,691
2	\$19,888	\$21,297	\$22,703	\$24,110	\$25,796	\$27,492
3	\$20,484	\$21,936	\$23,384	\$24,833	\$26,570	\$28,316
4	\$21,099	\$22,594	\$24,086	\$25,578	\$27,367	\$29,166
5	\$21,732	\$23,272	\$24,808	\$26,345	\$28,188	\$30,041
6	\$22,818	\$24,435	\$26,048	\$27,663	\$29,598	\$31,543
7	\$23,959	\$25,657	\$27,351	\$29,046	\$31,078	\$33,120
8	\$25,157	\$26,940	\$28,718	\$30,498	\$32,632	\$34,776
9	\$26,415	\$28,287	\$30,154	\$32,023	\$34,263	\$36,515
10	\$27,736	\$29,701	\$31,662	\$33,624	\$35,976	\$38,340

Employees on these salary schedules shall receive a \$750 longevity increment after 14, 19, 24, and 29 years of continuous service with Harford County Public Schools. The longevity increment becomes effective on July 1st or February 1st after the employee completes 14, 19, 24, and 29 years of continuous service with HCPS based on duty year.

Effective July 1, 2007, all Harford County Public Schools experience will count towards longevity increments.

Years of service may not equate to step placement.

Harford County Public Schools
Salary Schedule for Paraeducators
Fiscal Year 2011-2012

STEP	Paraeducators	Paraeducators with 30 college credits	Paraeducators with 60 college credits	Paraeducators with 90 college credits	Paraeducators with bachelor's degree
1	\$17,217	\$17,467	\$17,717	\$17,967	\$18,217
2	\$17,734	\$17,984	\$18,234	\$18,484	\$18,734
3	\$18,266	\$18,516	\$18,766	\$19,016	\$19,266
4	\$18,814	\$19,064	\$19,314	\$19,564	\$19,814
5	\$19,378	\$19,628	\$19,878	\$20,128	\$20,378
6	\$19,959	\$20,209	\$20,459	\$20,709	\$20,959
7	\$20,558	\$20,808	\$21,058	\$21,308	\$21,558
8	\$21,175	\$21,425	\$21,675	\$21,925	\$22,175
9	\$21,810	\$22,060	\$22,310	\$22,560	\$22,810
10	\$22,464	\$22,714	\$22,964	\$23,214	\$23,464
11	\$23,138	\$23,388	\$23,638	\$23,888	\$24,138
12	\$23,833	\$24,083	\$24,333	\$24,583	\$24,833
13	\$24,548	\$24,798	\$25,048	\$25,298	\$25,548
14	\$25,284	\$25,534	\$25,784	\$26,034	\$26,284
15	\$26,042	\$26,292	\$26,542	\$26,792	\$27,042

Paraeducators shall receive a \$750 longevity increment after 19, 24, and 29 years of continuous service with Harford County Public Schools. The longevity increment becomes effective on July 1st or February 1st after the employee completes 19, 24, and 29 years of continuous service with HCPS, based on a 10 month duty year. Effective July 1, 2007, all years of service with Harford County Public Schools will count toward longevity increments.

Years of service/experience may not equate to step placement.

Harford County Public Schools
Salary Schedule for Interpreters,
Transliterators, and Braille Technicians
Fiscal Year 2011-2012

STEP	Interpreters, Transliterators, and Braille Technicians
1	\$30,087
2	\$30,990
3	\$31,919
4	\$32,877
5	\$33,863
6	\$34,879
7	\$35,925
8	\$37,003
9	\$38,113
10	\$39,257
11	\$40,434
12	\$41,647
13	\$42,897
14	\$44,184
15	\$45,509

Interpreters shall receive a \$750 longevity increment after 19, 24, and 29 years of continuous service with Harford County Public Schools. The longevity increment becomes effective on July 1st or February 1st after the employee completes 19, 24, and 29 years of continuous service with HCPS, based on a 10 month duty year. Effective July 1, 2007, all Harford County Public Schools experience will count towards longevity increments.

Interpreters, Transliterators, and Braille Technicians will receive a \$1,000 stipend if they possess a bachelor's degree in a related field as determined by the Assistant Superintendent for Human Resources and/or a \$500 stipend, if they possess a current, valid appropriate certificate, both as determined by the Assistant Superintendent for Human Resources.

Years of service/experience may not equate to step placement.

Harford County Public Schools
Salary Schedule for Technicians
Fiscal Year 2011-2012

STEP	Technicians
1	\$20,651
2	\$21,271
3	\$21,909
4	\$22,566
5	\$23,243
6	\$23,940
7	\$24,658
8	\$25,398
9	\$26,160
10	\$26,945
11	\$27,753
12	\$28,586
13	\$29,443
14	\$30,327
15	\$31,236

Technicians shall receive a \$750 longevity increment after 19, 24, and 29 years of continuous service with Harford County Public Schools. The longevity increment becomes effective on the July 1st or February 1st after the employee completes 19, 24, and 29 years of continuous service with HCPS, based on a 10 month duty year. Effective July 1, 2007, all Harford County Public Schools experience will count towards longevity increments.

Technicians who have earned a bachelor's degree in a related area as determined by the Assistant Superintendent for Human Resources will receive a \$1,000 differential.

Years of service/experience may not equate to step placement.

Harford County Public Schools
Salary Schedule for Non-Certificated Behavior Specialists
Fiscal Year 2011-2012

STEP	Technicians
1	\$43,677
2	\$44,987
3	\$46,336
4	\$47,728
5	\$49,159
6	\$50,633
7	\$52,153
8	\$53,330
9	\$55,717
10	\$56,988
11	\$58,699
12	\$60,459
13	\$62,275
14	\$64,140
15	\$66,065

Behavior Specialists – Master's Degree shall receive a \$750 longevity increment after 19, 24, and 29 years of continuous service with Harford County Public Schools. The longevity increment becomes effective on July 1st or February 1st after the employee completes 19, 24, and 29 years of continuous service with HCPS, based on a 10 month duty year. Years of service/experience may not equate to step placement.



Harford County Board of Education Medical Benefits Options

Effective for Plan Year July 1, 2011 – June 30, 2012

Medical Benefits Options

Effective for plan year July 1, 2011 – June 30, 2012

The Benefits	CareFirst BlueCross BlueShield Preferred Provider Organization CORE	
	In-Network	Out-of-Network
DEDUCTIBLE - CONTRACT YEAR July 1 - June 30	\$100 Individual / \$200 Family aggregate (Deductible applies to all services unless otherwise noted.)	\$300 Individual / \$600 Family aggregate (Deductible applies to all services unless otherwise noted.)
CONTRACT YEAR MAXIMUM	Combined in and out-of-network out-of-pocket maximum: \$2,400 Individual / \$4,800 Family	
LIFETIME MAXIMUM	Unlimited	
HOSPITAL		
Hospital Room/Semi-Private	365 days at 90% AB*	365 days at 70% AB*
Skilled Nursing Facility	90% AB*	70% AB*
Inpatient Rehabilitation	90% AB*	70% AB*
Outpatient Rehabilitation	90% AB	70% AB
Outpatient Surgery	90% AB	70% AB
Emergency Care	\$75 facility copay (waived if admitted)	\$75 facility copay (waived if admitted)
PHYSICIAN SERVICES		
Surgeon	90% AB	70% AB
Assistant Surgeon	90% AB	90% AB
Anesthesiologist	90% AB	90% AB
In-Hospital Medical	90% AB	70% AB
MEDICAL SERVICES		
Office visits	\$15 PCP / \$20 Specialist office copay (no deductible)	70% AB
Diagnostic X-rays	90% AB	90% AB inpatient / 70% AB office
Radiation Therapy	90% AB	70% AB
Chemotherapy	90% AB	70% AB
Laboratory tests	90% AB	90% AB inpatient / 70% AB office
Allergy testing	90% AB	70% AB
Allergy Treatment/Injections	90% AB	70% AB
Physical, Speech and Occupational Therapy (combined visits)	\$20 Specialist office; \$25 OP Facility, \$25 OP Professional (no deductible); 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)	70% AB. 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)
Chiropractic Care	\$20 Specialist office Therapy services (no deductible); 100 visit maximum per contract year combined with physical therapy	70% of AB; 100 visit maximum per contract year combined with physical therapy.
PREVENTIVE CARE		
Well Child Care/Immunization	100% AB (no deductible)	70% AB
Routine Physical Exam	100% AB (no deductible)	70% AB
Breast Cancer Screening/ Routine Mammography	100% AB (no deductible)	100% AB (no deductible)
Prostate Cancer Screening	100% AB (no deductible)	100% AB (no deductible)

AB = Allowed Benefit

This chart contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations are contained in the Summary Plan Description, the Group Benefit Guide or the Group Service Agreement. AB—Allowed Benefit. AWP—Average Wholesale Price.

* Precertification required or penalties may apply.

CareFirst BlueCross BlueShield Preferred Provider Organization PLUS

BlueChoice HMO

In-Network	Out-of-Network	
None	\$200 Individual \$400 Family aggregate (Deductible applies to all services unless otherwise noted.)	\$100 Individual / \$200 Family aggregate
Combined in and out-of-network out-of-pocket maximum: \$1,200 Individual/\$2,400 Family		None
Unlimited		None
365 days at 100% AB*	365 days at 80% AB*	Covered in full
100% AB*	80% AB*	Covered in full when authorized for up to 60 days per contract year (excludes custodial services)
100% AB*	80% AB*	Combined with speech, physical, occupational and cognitive therapy and chiropractic services (maximum of 60 visits per condition per contract year)
100% AB	80% AB	\$15 Specialist Copay; combined with speech, physical, occupational and cognitive therapy and chiropractic services (maximum of 60 visits per condition per contract year)
100% AB	80% AB	Covered in full
\$50 facility copay (waived if admitted)	\$50 facility copay (waived if admitted)	\$50 copay, (waived if admitted) Urgent Care Center \$30 copay
100% AB	80% AB	Covered in full
100% AB	100% AB, waive deductible	Covered in full
100% AB	100% AB, waive deductible	Covered in full
100% AB	80% AB	Covered in full
\$15 PCP/\$20 Specialist office copay	80% AB	\$10 PCP/\$15 Specialist copay
100% AB	100% AB inpatient, waive deductible 80% AB outpatient	Covered in full
100% AB	80% AB	\$15 Specialist copay
100% AB	80% AB	\$15 Specialist copay
100% AB	100% AB inpatient, waive deductible 80% AB outpatient	Covered in full
100% AB	80% AB	\$10 PCP/\$15 Specialist copay
100% AB	80% AB	\$10 PCP/\$15 Specialist copay
\$20 Specialist office; \$25 OP Facility, 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)	80% AB, 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)	Maximum of 60 visits per condition per contract year. \$15 Specialist copay Combined with speech and occupational therapy.
Medical care, \$20 Specialist office Therapy services, \$20 office 100 visit maximum per contract year combined with physical therapy.	Medical care 80% AB Therapy services, 80% of AB; 100 visit maximum per contract year combined with physical therapy.	\$15 Specialist copay; combined with physical, speech and occupational therapy.
100% AB (no deductible)	80% AB	Covered in full (no deductible)
100% AB (no deductible)	80% AB	Covered in full (no deductible)
100% AB (no deductible)	100% AB (no deductible)	Covered in full (no deductible)
100% AB (no deductible)	100% AB (no deductible)	Covered in full (no deductible)

Medical Benefits Options

Effective for plan year July 1, 2011 – June 30, 2012

The Benefits	CareFirst BlueCross BlueShield Preferred Provider Organization CORE	
	In-Network	Out-of-Network
Routine Gynecological Exam	100% of AB	One per contract year. 70% AB
Eye Exams	No Benefit	No Benefit
Eye Glasses	No benefit	No Benefit
SPECIAL SERVICES		
Durable Medical Equipment	90% AB	70% AB
Home Health Care Visits*	Facility: 90% AB*	Facility: 70% AB*
Hospice	90% AB*	70% AB*
Maternity Care	90% AB	70% AB
Nursery Care (Must be enrolled within 30 days)	90% AB	70% AB
Family Planning	No benefit	No Benefit
Infertility Services	90% AB, pre-approval required. Artificial Insemination - 90% AB, pre-approval required; InVitro Fertilization - 90% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	70% AB, pre-approval required. Artificial Insemination - 70% AB, pre-approval required; InVitro Fertilization - 70% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)
Lapband Benefits	90% AB	70% AB
Surgical Treatment for Morbid Obesity (Gastric Bypass)	Not Covered	Not Covered
Ambulance When Medically Necessary	90% AB; private ground and air ambulance only	90% AB; private ground and air ambulance only
Hearing Exam	\$20 copay, no deductible	70% AB
Hearing Aids (one per hearing impaired ear every 36 months)	90% AB	70% AB
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES	(administered by Magellan Behavioral Health)	
Inpatient Care	90% AB	70% AB
Outpatient Facility	90% AB	70% AB
Office Visits	\$15 copay (no deductible)	70% AB
PRESCRIPTION DRUGS		
Retail Prescription Drug	\$10 copay generic drug (Tier 1) \$25 copay preferred brand (Tier 2) \$40 copay non-preferred brand (Tier 3) Maintenance medication up to 90 day supply 2X copay: \$20 copay – generic drug (Tier 1) \$50 copay – preferred brand (Tier 2) \$80 copay – non-preferred brand (Tier 3)	
Mail Order Drug	Walgreens Mail Service Prescription Program for maintenance medication 1X copay - Up to 90 day supply \$10 copay – generic drug (Tier 1) \$25 copay – preferred brand (Tier 2) \$40 copay – non-preferred brand (Tier 3)	
Oral Contraceptives	\$10 copay generic drug (Tier 1) \$25 copay preferred brand (Tier 2) \$40 copay non- preferred brand (Tier 3) (Up to 90 day supply 1X copay through mail order or 2X copay retail)	

CareFirst BlueCross BlueShield Preferred Provider Organization PLUS		BlueChoice HMO
In-Network	Out-of-Network	
100% AB (no deductible)	One per contract year. 80% AB	Covered in full
No Benefit	No Benefit	\$25 copay per annual visit no-referral
No benefit	No Benefit	Discounts available at participating optical centers.
100% AB	80% AB	Covered in full
Facility: 100% AB* Physician: \$20 Specialist copay	Facility: 100% AB* Deductible waived Physician: 80% AB	Covered in full
100% AB*	100% AB* Deductible waived	Covered in full
100% AB	80% AB	\$10 copay to confirm pregnancy: covered in full thereafter Birthing Center - covered in full
100% AB	80% AB	Covered in full
No benefit	No Benefit	\$10 copay
100% AB, pre-approval required. Artificial Insemination - 100% AB, pre-approval required; Invitro Fertilization - 100% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	80% AB, pre-approval required. Artificial Insemination - 80% AB, pre-approval required; Invitro Fertilization - 80% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Pre-approval required Artificial Insemination - 50% copayment of charges (limited to 6 cycles per lifetime) Invitro Fertilization - 50% copayment of charges (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)
100% AB	80% AB	Covered in full
Not Covered	Not Covered	Not Covered
100% AB private ground and air ambulance only	100% AB waive deductible private ground and air ambulance only	Covered in full
\$20 copay	80% AB	\$15 copay
100% AB	80% AB	Covered in full (under 18 only)
(administered by Magellan Behavioral Health)		(administered by Magellan Behavioral Health)
100% AB*	80% AB	Covered in full
100% of AB	80% AB	Covered in full
\$15 copay (no deductible)	80% AB	\$10 copay
\$10 copay generic drug (Tier 1) \$25 copay preferred brand (Tier 2) \$40 copay non-preferred brand (Tier 3) (Maintenance medication up to 90 day supply 1 X copay)		\$5 copay – generic drug (Tier 1) \$15 copay – preferred brand (Tier 2) \$35 copay – non-preferred brand (Tier 3) Maintenance drugs: 90 day supply, 3 times retail copay: \$15 copay – generic drug (Tier 1) \$45 copay – preferred brand (Tier 2) \$105 copay – non-preferred brand (Tier 3)
Walgreens Mail Service Prescription Program for maintenance medication \$20 copay - Up to 90 day supply		Walgreens Mail Service - 2X retail copay – up to 90 day supply \$10 copay – generic drug (Tier 1) \$30 copay – preferred brand (Tier 2) \$70 copay – non-preferred brand (Tier 3)
\$10 copay generic drug (Tier 1) \$25 copay preferred brand (Tier 2) \$40 copay non-preferred brand (Tier 3) (Up to 90 day supply 1 X copay)		\$5 copay – generic drug (Tier 1) \$15 copay – preferred brand (Tier 2) \$35 copay – non-preferred brand (Tier 3) (90 day supply for 2 times copay through mail order or 3X copay retail)