

NEGOTIATED AGREEMENT

between

**THE BOARD OF EDUCATION
OF HARFORD COUNTY**

and

**THE ASSOCIATION OF HARFORD COUNTY
ADMINISTRATIVE, TECHNICAL AND SUPERVISORY
PROFESSIONALS**

July 1, 2010 – June 30, 2013

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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 Association of Harford County Administrative, Technical and Supervisory Professionals.

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ARTICLE I

General Provisions

1.1 **Recognition.** In view of the certification by the Board of Education of Harford County, Maryland, hereinafter referred to as the "Board," the Association of Harford County Administrative, Technical and Supervisory Professionals, hereinafter referred to as the "Association," is recognized as the exclusive representative of the non-certified supervisors unit of the school system in accordance with Education Article, Title 6, Subtitle 5, of the Annotated Code of Maryland.

1.2 **Definition of Terms.**

(a) The term "Member," as it appears in this agreement, shall include all members of the unit represented by the Association.

(b) The term "Superintendent," as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Harford County, Maryland.

1.3 **Fiscal Support.** The items of this agreement not requiring fiscal support, when duly ratified by the Association and the Board will be valid and binding on July 1, 2007. 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.

1.4 If categories which contain requests for funds to support items in this agreement are reduced by the County government or funding authority, further negotiations on these items shall begin after the action by the county government or funding authority and conclude June 15.

1.5 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.

1.6 Negotiations for a succeeding year shall begin no later than the week following the Thanksgiving holiday unless mutually agreed by both parties.

1.7 **Impasse Procedure.** If, at the designated time for the conclusion of formal negotiations, agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 5, of the Annotated Code of Maryland, shall apply. The impasse procedure shall be postponed upon mutual consent of both parties.

1.8 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. For fiscal year **2012** and **2013** the Board and the Association agree to reopen negotiations for the purpose of discussing **health insurance premium cost share and one language item from both parties**. 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.

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

Association – Board Relations

3.1 Upon ratification, the negotiated agreement shall be made available to members.

3.2 The Association may use school facilities for meetings at reasonable times when such facilities are not otherwise in use. The Association will contact the appropriate administrator to schedule the use of school facilities.

3.3 The Association may use the interschool courier, central office mailboxes and electronic communication devices for the distribution of its newsletter and for membership material. Other materials which have been approved by the Superintendent and/or designee may also be distributed.

3.4 Payroll Deduction of Dues. The Association will submit an authorization form for each employee who wishes to participate in payroll deduction for the Association of Harford County Administrative, Technical and Supervisory Professionals dues. Each form must bear the original signature of the employee who authorizes this deduction. These forms will be submitted to the Director of Finance prior to November 1 of each 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. The Association will notify the Board of those unit members who cancel their payroll deduction of Association dues no later than September 30 of each 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.

3.5 The Board recognizes the rights of the employees covered by this agreement to organize, join and actively support the Association for the purposes of engaging in negotiations of wages, hours and other working conditions. The Board further recognizes the right of administrative and supervisory personnel to represent members in grievance procedures and other disputes and agrees not to discriminate against such employees with regard to terms and conditions of employment. Active participation in the Association shall neither be encouraged or discouraged by the Board.

3.6 **Bulletin Boards.** Where available, bulletin board space in each department shall be reserved for the display of Association materials.

3.7 **Exclusivity.** The provisions of Sections 3.3 (Association Communication) and 3.4 (Payroll Deduction of Dues) shall not be made available to any other organization seeking to represent unit members.

3.8 **Employee Lists.** Monthly, the Association will be provided the name and work location of each employee eligible for representation by the Association.

3.9 **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 Department Head, and, if in his or her judgment their continued presence will not be contrary to the best interest of the school / department, they may remain.

3.10 **Notices and Information.** The Board shall provide the Association, upon request, with pertinent information, including public Board of Education documents, and other 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.

3.11 **Association Leave.** Upon written request by the President to the Assistant Superintendent of Human Resources, administrative leave with pay shall be granted to members. Leave under this provision shall not exceed twenty-two (22) days in any one (1) fiscal year, and shall not be unreasonably denied. Upon written request of the President to the Assistant Superintendent of Human Resources, additional days shall be granted for members to attend special events.

ARTICLE IV

Grievance Procedure

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

4.2 **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. 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 this agreement.

4.3 **Procedural Steps.** Any grievance that a member has not resolved informally shall be presented in the following steps:

Step 1 – Between the grievant, a representative of his or her choice, and the appropriate supervisor and/or designated representative(s). A supervisor is a person who directs and oversees the employee's work.

Step 2 – Between the grievant, and his or her Association representative, and the appropriate executive level employee and/or designated representative(s).

Step 3 – Between the grievant and his or her Association representative(s), and the Superintendent and/or designated representative(s).

4.4 **Grievance Presentation.** All grievances shall be presented in writing at Step I within ten (10) work days from the date of the occurrence, signed by the grievant. The Supervisor's answer at each Step shall be given in writing within ten (10) work days after the Step meeting which shall be held within ten (10) work days following receipt of the appeal. Unless a grievance is appealed to the next Step within five (5) work days after the Supervisor's answer, which shall be considered acceptable to the grievant and the Association.

4.5 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 Superintendent and/or designated representative(s) within ten (10) days from the date of its occurrence. The processing of such grievances shall begin at Step 3.

4.6 By mutual agreement of the grievant and the Supervisor, the time limits stated herein may be revised to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.

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

4.8 Should the investigation or processing of a grievance require that a member or an Association representative be released from his or her regular assignment, he or she shall be released without loss of pay or benefits.

ARTICLE V

Employment Conditions

5.1 Each member shall be given written notification of his or her salary status, position, and assignment for the forthcoming school year by October 1, annually.

5.2 **Reduction in Force.** When a member is transferred or reassigned to another position due to a reduction in force, the member will begin receiving the salary of the new assignment on the effective date of the transfer or reassignment.

A reduction in force will be conducted in accordance with the Reduction in Force Procedures for Administrative and Supervisory Personnel which are published in the Administrative Handbook.

5.3 **Administrative Reassignment.** An administrative reassignment is a reassignment for reason(s) other than those specified in Section 5.2. When a member is administratively reassigned to a position with a lower salary, the member will begin receiving the salary of the new assignment on the effective date of the transfer.

5.4 **Employee Evaluation.** All employees will be evaluated on an annual basis or more frequently if deemed necessary, and informed of the quality of their work.

5.5 **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 department head, under whom the employee works, will recommend that the employee be granted permanent status or that the probationary period be extended for a period of up to sixty (60) work days, or that the employee be terminated.

5.6 **Voluntary Transfer.** Non-probationary Food Service Managers may submit a written request for voluntary transfer to the Supervisor of Food and Nutrition by April 1 each year. The request for voluntary transfer must state up to three high school feeder areas to which the employee desires to be assigned.

5.7 **Safety and Security.** Employees are obligated to report conditions they observe that may be adversely affect the health, safety or security of the students or employees of HCPS to the appropriate supervisor so that necessary actions may be taken. Unless an emergency exists, support employees will not be required to perform duties that would otherwise be performed by a HCPS safety and security staff member or a public safety official. However, employees are required to assist administrators, safety and security staff and public safety officials when their specific job knowledge or expertise is essential to the situation.

ARTICLE VI

Promotions

6.1 **Announcement of Vacancies.** Vacancies to be filled will be advertised.

6.2 **Application.** Candidates are to complete and submit a formal application form with a transcript of all college studies and all other required materials to the Office of Human Resources within the timeline on the posting.

ARTICLE VII

Holidays

- 7.1 **Customary Holidays.**
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, Memorial Day, and Independence Day, occur on a Saturday, the day off shall be granted on Friday before the holiday. When any of the aforementioned holidays, excluding Christmas Eve, Memorial Day, and Independence Day, occur on a Sunday, the holiday shall be observed on the following Monday.

Employees receive two days of holiday at Christmas and two days of holiday at Easter in addition to the customary holidays of the season. When employees cannot use authorized holiday(s) because of duty requirements, they will be permitted with prior approval, the use of said day(s) at another time during the year or accumulate these day(s) as annual leave.

ARTICLE VIII

8.1 **APSASHC Grandfather Clause.** Employees hired before June 30, 2007 who receive the benefits established in the **2005-2009** negotiated agreement between the Board and the Association of Public School Administrators and Supervisors of Harford County will continue to receive such benefits until the employee vacates his/her position.

8.2 **Annual Leave.** Annual leave with pay is granted to employees who are employed on a 12-month basis.

Persons entering employment and persons leaving employment shall receive annual leave on a "pro-rata" basis if they are on an active status ten (10) days prior to the middle of the month or ten (10) days prior to the end of the month.

An employee who qualifies for annual leave with ten (10) years or less of continuous service, earns annual leave at the rate of one and one-quarter (1.25) days per qualifying month (15 days). An employee who qualifies for annual leave with eleven (11) or more years of

continuous service earns annual leave at the rate of one and two-thirds (1.67) days per qualifying month (20 days).

Annual leave time is calculated on the basis of the fiscal year. Those situations not covered by the above annual leave policies will be given consideration on an individual basis by the Superintendent and/or designated representative(s).

Annual leave must be planned to give the best practical continuous coverage to the schools or department. Unit employees will send their requests to their supervisor.

Unit members shall be given a written notice of available annual leave days as of July 1, no later than August 15 of each year.

8.3 Annual Leave Death Benefit. Payment for current and accumulated days of annual leave will be made to the beneficiary of any member whose death occurs during active service or while on an approved leave of absence.

8.4 Accumulated Annual Leave. A maximum of thirty (30) days of accrued annual leave may be carried over to the next fiscal year. 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 rate. **Employees subject to Article 8.1 of this agreement with less than ten years in an administrative position are entitled to this provision.**

Accumulated annual leave in excess of the maximum permitted must be used as of July 1 of each year. When a unit member, due to unusual circumstances, is unable to reduce accumulated annual leave to the maximum permitted by July 1, they may request to accumulate more than the maximum not to extend beyond one year from the Superintendent and/or designated representative(s). Approval is at the sole discretion of the Superintendent and/or designated representative(s).

8.5 Personal Business. Employees shall receive a total of three (3) work days per year with no loss in salary that may be used for personal business. Employees employed on or after February 1 shall receive one (1) work day of personal business leave. 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 department head who shall not require a reason for the leave. If, however, an unforeseen circumstance requires the employee's absence which could not be requested three days in advance, the reason for the absence shall be stated and the 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 department head, the employee'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, or on an inservice day for teachers or at the beginning (first five scheduled workdays) or the end of the school year (last five scheduled workdays). Exceptions to the foregoing restrictions on days to be used for personal business leave may be

made by the Assistant Superintendent for Human Resources for circumstances which require the member's absence on these days. Personal business leave may be denied when, in the judgment of the Superintendent or designee, the member's absence would impair the educational process.

8.6 Sick Leave. Sick leave shall be defined as personal illness of the unit member. Unit members shall be granted sick leave at a rate of one and a quarter (1.25) days per month (15 days) of regular employment, the annual total of which shall be available at the beginning of the school year.

Accumulation of unused sick leave shall be unlimited with unused personal business leave as of June 30, added to accumulated sick leave as noted in section 8.5 of this article.

8.7 Payment for Unused Days of Sick Leave. Members who enter retirement from the Harford County Public Schools after ten (10) years of service in those schools shall receive payment for unused sick leave up to a maximum of 225 days at a rate of 25% of the daily rate of pay. 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.

8.8 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 any member if death occurs during active service or while on approved leave of absence. Such payment would be at the current daily rate of the salary of the person.

8.9 Illness of a Family Member. For an absence that does not qualify under the Family/Medical Leave Act (FMLA), a unit member is permitted to use up to seven (7) work days of earned sick leave per year for illness of a member's household or the member's parent. Such absence will be deducted from the member's sick leave.

8.10 Bereavement. All employees shall be granted six (6) calendar days of leave for immediate family bereavement. The employee will be paid for any of the six (6) calendar days of leave which are duty days. Immediate family shall include: child, stepchild, parent (natural, foster, or in-law), brother, sister, grandparents, grandchild, husband, wife, a person who reared the employee, or anyone who lives regularly in the household of the employee.

All employees shall be granted two (2) calendar days of leave for non-immediate family bereavement. The employee will be paid for any of the two (2) calendar days of leave which are duty days. Non-immediate family shall include: step-parent, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

One of the days of absence must be the day of the funeral or interment. In unusual circumstances there may be flexibility in the use of these days upon agreement between the employee and the Human Resources office. The decision of the Assistant Superintendent of Human Resources or designee is final and not subject to the grievance procedure.

8.11 Jury Duty. A member who serves on jury duty will continue to receive his or her regular salary.

8.12 **Legal Summons.** An employee who is not otherwise on leave may be absent in response to a 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).

8.13 **Religious Holidays.** A member shall have three (3) days of leave for observance of recognized special holidays which he/she believes to be mandated by his/her religion provided that a positive recommendation be given by the proper religious authority. The Director or Assistant Superintendent may contact the proper religious authority for their recommendation. The three (3) days allowed for religious holidays shall be in addition to sick days and other emergency days and shall not be cumulative.

ARTICLE IX

Disability

9.1 The Board of Education will continue salary for a member who is disabled at fifty (50) per cent of his or her scheduled salary less any amount of disability payments he or she may be receiving from Workers' Compensation, Social Security or the Retirement System. The continuation of such salary will begin after the expiration of all leave benefits and will continue for two (2) years.

ARTICLE X

Duty Year

10.1 **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 AHCATSP employees will not work on the day(s) beyond 260. The extra non-work day(s) will not count as a duty day or holiday. The extra non-work day(s) in the school calendar will be determined by the Superintendent of Schools.

The duty year for food service managers shall consist of 195 days. The ten-month duty year includes approved leave days.

The duty year for eleven (11) month employees shall consist of 210 days. The eleven (11) month duty year includes approved leave days.

ARTICLE XI

Leaves of Absence

11.1 **Extended Leaves of Absence.** The Board of Education may grant leaves of absence for 1) personal illness; 2) maternity (including adoption); 3) study; 4) military service; 5) childcare and 6) illness of a member of the immediate family. Leaves for the first four of these reasons protect the member's right to apply for a disability retirement, to continue to qualify for the death benefit in the retirement system, to be reassigned by the local school system in an appropriate position as soon as a vacancy occurs after the request for reinstatement, and to unused accumulated sick leave provided he or she applies for reappointment prior to the termination of his or her leave.

Deduction for absences for twelve-month members shall be made on the basis of 1/260th for each day of absence.

Leaves of absence are without pay and are generally granted for no more than one (1) year.

11.2 In Harford County, the requirement to be eligible for a leave of absence is that the member must have completed two (2) full years of service with the Board.

11.3 Since the Maryland Retirement Systems do not recognize a leave for illness in the immediate family, such a leave provides for reassignment by the local school system and to unused accumulated sick leave provided he or she applies for reappointment prior to the termination of his or her leave.

11.4 An eligible member finding it necessary to request a leave of absence should make written application to the Superintendent and/or designated representative(s) stating the reason, date he or she wishes it to become effective, and the number of months desired.

11.5 **Family/Medical Leave.** The Board's policy will govern the use of accrued sick, personal, and annual leave for a qualifying event under the federal Family/Medical Leave Act.

ARTICLE XII

Reimbursement for Tuition, Conferences, and Professional Dues

12.1 **Reimbursement for Job Related Courses.** The Board of Education will reimburse unit members for job-related courses or training programs. Reimbursement will be for cost of tuition not to exceed a rate of up to \$300 per graduate credit. The number of courses to be reimbursed will not exceed 12 credits per fiscal year or \$75 per undergraduate credit. The total number of credits to be reimbursed for any employee will not exceed 45 credits. Non-credit courses or training programs will be reimbursed using semester hour conversion. (i.e. – 15 hours = 1 credit)

In order to qualify for reimbursement, all courses must be approved by the immediate supervisor and the appropriate executive staff member prior to enrollment in the course. The employee must pass the course, with a “C” or better when letter grades are issued, in order to be reimbursed.

12.2 **Professional Dues.** Members will be reimbursed up to \$200.00 annually for professional dues paid to organizations for such professional affiliation as approved by the Superintendent.

12.3 **Reimbursement for Travel.** Harford County Public Schools will reimburse employees for approved transportation at the rate established by the Internal Revenue Service and in accordance with HCPS policies and procedures.

ARTICLE XIII

Insurance

13.1 **Insurance Enrollment.** It is the responsibility of the member to complete all necessary forms to enroll or decline all benefit programs both at the initial employment, during lifestyle changes and during open enrollment periods.

13.2 **Insurance.** The Board will make available a plan for group life insurance and for group accidental death and dismemberment insurance in an amount that will match the individual’s salary rounded to the nearest \$1,000 based upon the salary schedule. This amount will not be changed during the year. An individual may purchase a matching amount of insurance in both categories at full cost (100%) to the individual.

13.3 **Health Insurance Programs.** Effective July 1 through July 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: a preferred provider program (PPN/PPO) and an HMO medical insurance plan. See Appendix for summary of benefits.

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 standard dental insurance plan or a preferred provider dental plan. The benefit period maximum for dental services shall be \$1500. See Appendix for summary of benefits.

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.

13.4 **Flexible Spending Account Plan.** 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 \$2,500.00 for the payment of non-covered medical expenses and \$5,000.00 for dependent care costs on a pre-tax basis.

13.5 Employee Assistance Plan. The Board shall make available to eligible employees and their eligible family members, at no cost, an Employee Assistance Plan (EAP). Employee participation in and/or referral to the EAP shall be voluntary and confidential, except as to any disclosures required by applicable state law. All personal treatment records generated as a result of an eligible individual's utilization of the EAP 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.

13.6 Board's Rate of Contribution. The Board's rate of contribution applicable to the coverage made available under 13.3 shall be 90% of the total premium for all provided health, dental and basic life insurance plans.

13.7 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 may use their accumulated sick leave in order to maintain their full salaries. After the third 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.

13.8 Benefits Advisory Committee. The Board agrees to establish a Benefits Advisory Committee to provide stakeholder input into maintaining quality and affordable benefits. 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 an active full-time employee, one (1) representative from each of the four (4) other employee groups appointed by their President who are active full-time employees, and one (1) person representing the retired employee's association.

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.

ARTICLE XIV

SALARY

14.1 **Cost of Living Allowance.** For the duration of this contract, July 1, **2010** to June 30, **2013**, all AHCATSP employees will receive a cost of living adjustment each fiscal year not less than the highest COLA received by other bargaining units.

No new longevity increments will be provided during the 2010-2011 fiscal year.

14.2 **Classification.** The Board and Association agree that the legal authority to determine the staffing needs and classification/reclassification of positions in the school system lies exclusively with the Superintendent and the Board. Both parties agree that the factors that the Board and the Superintendent consider when classifying positions include, but are not limited to, background and experience, duties and responsibilities, and market value comparisons. These items are not subject to collective bargaining. However, the Board recognizes the need for input from and collaborative discussions with the Association on matters that affect employees beyond the collective bargaining process and is open to sharing information with the Association in these matters.

The Association shall be provided with a copy of the position description for each job classification. The Association shall be apprised when new job classifications are assigned to the unit and provided with a copy of the position description. Unit members and the Association shall be notified of any substantive changes in the official position descriptions of unit members.

14.3 **Collaborative Committee on Performance Pay.** The Board and Association agree to establish a collaborative committee to research and study best-practices in pay for performance models during fiscal year **2011**. The committee will present its results to both the Association Executive Board and the Board prior to the conclusion of the fiscal year for implementation in fiscal year **2012** through mutual consent.

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 Association of Harford County Administrative, Technical and Supervisory Professionals:

Representatives of the Association of Harford County Administrative, Technical and Supervisory Professionals:

/s/ Matthew Payne
/s/ Patricia Hankins
/s/ Christopher Morton
/s/ James Kelly

Representatives of the Board of Education of Harford County

/s/ Jeffrey Fradel
/s/ Jonathan O'Neal
/s/ Joseph Licata
/s/ John Markowski
/s/ Pamela Murphy
/s/ Cornell Brown, Jr.
/s/ H. Andrew Moore
/s/ Barbara Matthews

Harford County Public Schools
AHCATSP
Salary Schedule for 12 Month
Non-Certified Administrative, Technical,
and Supervisory Professionals

	2010-2011
Grade	
T	\$106,999
S	\$103,883
R	\$100,856
Q	\$97,919
P	\$95,067
O	\$92,299
N	\$89,610
M	\$87,000
L	\$84,466
K	\$82,005
J	\$79,617
I	\$77,298
H	\$75,047
G	\$72,861
F	\$70,739
E	\$68,679
D	\$66,678
C	\$64,736
B	\$62,851
A	\$61,020

In addition to the salary schedule above, non-certificated Administrative, Technical, and Supervisory 12 Month employees shall receive longevity increments as follows:

After (#)Years of Service	Longevity Increment
19	\$1,875
24	\$2,000
29	\$2,250
34	\$2,500
39	\$2,500
44	\$2,500
49	\$2,500

Harford County Public Schools
Salary Schedule for Food Service Managers
2010-2011

Manager I	\$30,323
Manager II	\$32,327

In addition to the salary schedule above, non-certificated Administrative, Technical, and Supervisory 10-month employees shall receive longevity increments as follows:

After (#)Years of Service	Longevity Increment
19	\$1,500
24	\$1,875
29	\$2,000
34	\$2,250
39	\$2,500
44	\$2,500
49	\$2,500

Medical Benefits Options

Effective for plan year July 1, 2010 – June 30, 2011

The Benefits	CareFirst BlueCross BlueShield Preferred Provider Organization	
	In-Network	Out-of-Network
DEDUCTIBLE	\$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.)
ANNUAL 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* (must occur within 15 days of a prior hospital admission)	70% AB* (must occur within 15 days of a prior hospital admission)
Inpatient Rehabilitation	90% AB* (combined with out-of-network)	70% AB* (combined with in-network)
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 calendar year (occupational/speech combined in- and out-of-network)	70% AB. 100 visit maximum per calendar year (occupational/speech combined in- and out-of-network)
Chiropractic Care	\$20 Specialist office Therapy services (no deductible); 100 visit maximum per calendar year combined with physical therapy	70% of AB; 100 visit maximum per calendar year combined with physical therapy.
PREVENTIVE CARE		
Well Child Care/Immunization	\$15 PCP/\$20 Specialist office copay (no deductible)	70% AB after deductible
Routine Physical Exam	Age 18+ one per calendar year; \$15 PCP/\$25 Outpatient Professional; \$300 maximum including immunization and diagnostic tests (no deductible)	Age 18+ one per calendar year; 70% AB after deductible; \$300 maximum including immunization and diagnostic tests
Breast Cancer Screening/ Routine Mammography	100% AB (no deductible) (limited to 1 per 5 yrs age 35-39; 1 per 24 Months age 40-49 and 1 per 12 months 50+)	100% AB (no deductible) (Limited to 1 per 5 yrs age 35-39; 1 per 24 months age 40-49; and 1 per 12 months 50+)

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 Traditional (closed plan; not accepting new enrollees)	BlueChoice HMO
\$200	\$100 Individual / \$200 Family aggregate
Stop Loss: \$25,000	None
\$250,000 of major medical benefit	None
Covered at 100% AB 365 days*	Covered in full
100% AB* (must occur within 15 days of a prior hospital admission)	Covered in full when authorized for up to 60 days per contract year (excludes custodial services)
100% AB up to 70 days per calendar year*	Combined with speech, physical, occupational and cognitive therapy and chiropractic services (maximum of 60 visits per condition per contract year)
80% AB after deductible	\$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	Covered in full
100% of AB for sudden & serious care within 72 hours of accident or trauma; thereafter 80% of AB after deductible	\$50 copay, (waived if admitted) Urgent Care Center \$30 copay
100% AB	Covered in full
100% AB	Covered in full
100% AB	Covered in full
100% AB	Covered in full
80% of AB after deductible	\$10 PCP/\$15 Specialist copay
100% of AB when medically necessary	100% after applicable copay
100% AB	\$15 Specialist copay
100% AB	\$15 Specialist copay
Covered at 100% AB	100% after applicable copay
80% AB after deductible	\$10 PCP/\$15 Specialist copay
80% AB after deductible	\$10 PCP/\$15 Specialist copay
Benefits available at 80% of AB after deductible is met: unlimited days/visits	Maximum of 60 visits per condition per contract year. \$15 Specialist copay Combined with speech and occupational therapy.
80% AB after deductible	\$15 Specialist copay; combined with physical, speech and occupational therapy.
80% AB (no deductible)	\$10 PCP/\$15 Specialist copay (no deductible)
No benefit	\$10 PCP/\$15 Specialist copay per visit (no deductible) One per calendar year with PCP recommendation
100% AB (limited to 1 per 5 yrs age 35-39; 1 per 24 months age 40-49; and 1 per 12 months 50+)	\$10 copay (no deductible); annually age 40+

Medical Benefits Options

Effective for plan year July 1, 2010 – June 30, 2011

The Benefits	CareFirst BlueCross BlueShield Preferred Provider Organization	
	In-Network	Out-of-Network
Routine Gynecological Exam	One per calendar year. \$15 copay office / \$25 specialist	One per calendar year. 70% AB after deductible
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)
Ambulance When Medically Necessary	90% AB; private ground and air ambulance only	90% AB; private ground and air ambulance only
Adult Hearing Benefits (once every 36 months)	90% AB	70% AB after deductible
Child Hearing Benefits (once every 36 months)	90% AB	70% AB after deductible
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		(administered by Magellan Behavioral Health)
Inpatient Care	90% AB	70% AB
Outpatient Care	\$15 copay (no deductible) Precertification required prior to the 9th visit or penalties may apply	70% AB Precertification required prior to the 9th visit or penalties may apply
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 Traditional (closed plan; not accepting new enrollees)	BlueChoice HMO
No benefit	\$10 copay per visit self-referral
No benefit for routine exam	\$25 copay per annual visit no-referral
No Benefit	Discounts available at participating optical centers.
80% AB after deductible	Covered in Full
100% of AB when medically necessary as an alternative to hospitalization; 90 days maximum per calendar year (Home Health Aide limited to 40 visits) then 80% after deductible for additional 90 days	Covered in Full
100% of AB* Respite care - 14 days per year	Covered in full
Inpatient hospital care covered at 100% of AB for Participating Providers Pre & Post Natal covered 80% after deductible	\$10 copay to confirm pregnancy: covered in full thereafter Birthing Center - covered in full
100% of AB for first pediatric visit in hospital or home, if home delivery	Covered in full
No Benefit	\$10 copay
Covered at 100% AB, pre-approval required; Artificial Insemination - Covered at 100% AB, pre-approval required; InVitro Fertilization - Covered at 100% 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)
80% of AB after deductible; private ground and air ambulance only	Covered in full
80% AB after deductible	\$10 PCP/\$15 Specialist copay
100% AB (no deductible)	Limited to a maximum of \$1,400 every 36 months for one hearing aid for each hearing impaired ear; under 18 only
Covered at 100% AB up to 60 days combined with Inpatient Substance Abuse*	Covered in full
80% AB after deductible Precertification required prior to the 9th visit or penalties may apply	\$10 copay
Present Membership Card at participating pharmacy, Member pay 100% AWP and then submit to medical plan to cover 80% of AB after deductible for prescription drugs	\$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 100 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)
Present Membership Card at participating pharmacy, Member pay 100% AWP and then submit to medical plan to cover 80% of AB after deductible for prescription drugs	\$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)