

BEST AND FINAL  
FROM  
THE BOARD OF EDUCATION  
OF HARFORD COUNTY  
TO  
THE HARFORD COUNTY EDUCATIONAL  
SERVICES COUNCIL

June 28, 2010

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

**Change dates:**

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, 2010**. 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.

**Change dates and add language:**

1.6 **Reopening Negotiations.** This agreement shall take effect on **July 1, 2010** and shall remain in effect through **June 30, 2013**, 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. **The Board and Association agree to reopen negotiations for 2011-2012 and 2012-2013 on salary items only.**

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

**New 3.13**

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

**New 3.14:**

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

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

Neither individual members of the bargaining unit nor the Association may file a grievance with regard to the merits of a waiver granted above.

**Budget Impact:** No impact

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

**ARTICLE VI**  
**Transfers**

New 5.11(adjust remaining sections as needed):

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

**Budget Impact:** No impact

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

**Board and HCESC Agree**

**5.13 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 HCPS 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 4-205(c) of the Annotated Code of Maryland, Education Article.

**Board Counter to HCESC new 4.3 proposal**

**Budget Impact:** No impact

**Student Achievement Impact:** None

**Wages**

**Add a sentence to 7.1**

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

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

**Student Achievement Impact:** Cost savings allows HCPS to maintain resources currently supporting the instructional program for students and balance the FY11 budget.

**Add second paragraph 9.4 Personal Business Leave:**

*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.*

**HCESC Proposal – Board agrees**

**Budget Impact:** None

**Student Achievement Impact:** None

## Insurance

### **Amend 11.4 to:**

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 Traditional Health Insurance and Preferred Provider Program (PPN/PPO) plans and an HMO plan in effect as of November, 2000, or comparable plans providing comparable benefits and network (including student endorsement 19-25). See Appendix for summary of benefits. .~~ **The summary of benefit charts are for reference only and do not constitute negotiations between the Board and Association specific to insurance plan design.** ~~Participation in the Traditional Health Insurance Plan will be limited to those employees enrolled in the Plan on July 1, 2001. Employees who elect to terminate their participation in the Traditional Insurance Plan after that date shall not be eligible to re-enroll.~~

Effective July 1 through June 30, the Board will similarly make available for the duration of the Agreement to eligible employees who elect to enroll therein the choice of either the standard dental insurance plan or the Preferred Provider Dental Insurance plan in effect as of November 2000, or comparable plans providing comparable benefits (See Appendix.). **The summary of benefit charts are for reference only and do not constitute negotiations between the Board and Association specific to insurance plan design.**

The 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.

### **Amend 11.5 to:**

11.5 The Board's rate of contribution to the coverage made available under 11.1 will be 90% for the FY 11, 85% for FY12 and 80% for FY13 of the total premium. The Board's rate of contribution applicable to the coverage made available under 11.4 shall be ~~80% of the total premium for the Traditional Health Insurance Plan and~~ 90% for the FY 11, 85% for FY12 and 80% for FY13 of the total premium for all ~~other provided~~ health and dental insurance plans.

**Budget Impact:** Cost savings associated with premium split of approximately \$7.8 million (system-wide) Cost savings associated with the elimination of traditional of approximately \$765,000 (system-wide)

**Student Achievement Impact:** Cost savings allows HCPS to maintain resources currently supporting the instructional program for students and balance the FY11 budget.

**Change 11.3 by replacing current language with the following:**

**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 do not constitute negotiations and are only advisory.

The focus of this committee shall be to:

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

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

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

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

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

**Salary**

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

**Budget Impact:** Cost savings associated with step of approximately **\$525,000**

**Student Achievement Impact:** Cost savings allows HCPS to maintain resources currently supporting the instructional program for students and balance the FY11 budget.