

**NEGOTIATED AGREEMENT**

**between**

**THE BOARD OF EDUCATION OF HARFORD COUNTY**

**and**

**THE ASSOCIATION OF PUBLIC SCHOOL  
ADMINISTRATORS AND SUPERVISORS OF  
HARFORD COUNTY**

**July 1, 2018 - June 30, 2022**

**(Revised: July 1, 2019)**



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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.

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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 Public School Administrators and Supervisors of Harford County, hereinafter referred to as the “Association,” is recognized as the exclusive representative of the administrators and supervisors unit of the school system in accordance with Education Article, Title 6, Subtitle 4, 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 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, 2014. 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 Council, further negotiations on these items shall follow procedures provided by the Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland.**

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 and conclude prior to the winter 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 4, of the Annotated Code of Maryland, shall apply. The impasse procedure shall be postponed upon mutual consent of both parties.**

In the event that the State Superintendent of Schools determines that an impasse is reached, the Association and the Board may, by mutual consent, request the assistance and advice of the State Board of Education. In the absence of such mutual consent, at the request of either party, a panel shall be named to aid in the resolution of differences. The panel shall be named as provided in Education Article, Title 6, Subtitle 4, Section 6-408(d), of the Annotated Code of Maryland. In the event that the two initial panel members cannot agree upon a third party, the third member of the panel shall be determined by:

(1) Requesting a list of nine arbitrators from the American Arbitration Association. (A list of five arbitrators may be requested in the event that there is mutual agreement to do so.)

(2) Drawing lots to determine which of the two initial panel members shall first strike a name from the list.

(3) Alternately striking names from the list until one name remains, such person to be the third panel member.

All other provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland, shall apply.

**1.8 This agreement shall take effect on July 1, 2018, and shall remain in full force and effect through June 30, 2022 with reopeners on benefits for the years 2019 – 2020 and 2020 - 2021. Reopeners for one (1) language item by both parties for 2020-2021 and two (2) language items by both parties for 2021-2022 The Board and the Association agree that all negotiable items have been discussed during negotiations leading to this agreement whether contained herein or not, during the life of this agreement except by mutual consent.**

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 not 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 Each member shall be given a copy of the tentative agreement and after ratification, a copy of the negotiated agreement.

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 association business with the approval of the

Superintendent.

3.4 Payroll Deduction Authorization dues may be paid via the payroll deduction method. Each Association member desiring this service shall submit an authorization card, bearing his or her original signature, to the Director of Finance by September 1 of each year. The card shall be as follows:

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Name	Social Security No.
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Address	Position
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I hereby authorize the Board of Education of Harford County to deduct professional dues for the Association of Public School Administrators and Supervisors of Harford County.

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Date	Signature
------	-----------

These deductions shall continue unless the Director of Finance is notified in writing by a member that he or she wishes the deductions to terminate.

Payroll deduction shall begin with the first pay in October and the total will be deducted over five (5) pay periods. Upon resignation, dues deduction terminates.

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.

**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 adjusted informally shall be presented in the following steps:

Step 1 – Between the grievant, a representative of his or her choice, and the appropriate director and/or designated representative(s).

Step 2 – Between the grievant, and his or her Association representative, and the appropriate Assistant Superintendent 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) school days from the date of their occurrences, signed by the grievant. The Administrator's answer at each Step shall be given in writing within ten (10) school days after the Step meeting which shall be held within ten (10) school days following receipt of the appeal. Unless a grievance is appealed to the next Step within five (5) school days after the Administrator's answer, it shall be deemed settled in accordance with the Administrator's answer, which shall be considered acceptable to the grievant and the Association.

4.5 **Arbitration.**

(1) Appeal Procedure. 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 Board 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 the 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 Board and the Association. 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 the party who receives the unfavorable ruling of the arbitrator shall pay the full fee and all other expenses of the arbitrator in connection with the grievance submitted to arbitration.

4.6 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 Superintendent within ten (10) days from the date of its occurrence. The processing of such grievances shall begin at Step 3.

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

4.8 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.

4.9 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 Assignments and Transfers**

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

5.2 **Administrative Transfer.** After a member is assigned to a position for a school year in accordance with Section 5.1 and a transfer to a position with a lower responsibility factor or a reduction in responsibility factor in the present position is necessary due to circumstances such as a reduction in enrollment which results in a reduction of teaching staff, closing of a school, redistricting, or the opening of a new school, the member's salary will not be reduced during that year. Consideration will be given to placing the member in a comparable vacant position.

5.3 **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.

When a member serves in a 12-month position through the end of a school year (June 30) and then, due to a reduction in force, is transferred or reassigned to a 10-month position for the following school year, the effective date of the transfer or reassignment shall be the first duty day of the 10-month assignment. Unused annual leave will not be carried over to the 10-month assignment. Reimbursement for unused annual leave will be provided only in circumstances where the person was not provided the opportunity to use his or her annual leave.

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

**5.4 Involuntary Transfer.** Involuntary transfers may be made by the Superintendent as the needs of the school system require. Involuntary transfers will be made only after the Superintendent and/or his/her designee has conferred with the member. A member's area of competence and length of service invested in the school system will be considered when a member is reassigned through the involuntary transfer process.

## **ARTICLE VI Promotion**

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

6.2 All applicants will receive consideration but in the case of equal qualifications, the first preference will be given to professional workers in Harford County.

**6.3 Application.** Candidates are to complete and submit a formal application form with a transcript of all college studies to the Human Resources Department.

**6.4 Preliminary Screening.** Applications and supporting data; i.e., transcripts, professional experience and references, will be reviewed, and the most promising candidates will be scheduled for interview. Candidates who are eliminated in the preliminary screenings will be so notified.

**6.5 Interview and Selection Committee.** The Superintendent will appoint an Interview and Selection Committee to interview the remaining candidates and to make recommendations to him/her.

**6.6 Referral to Superintendent.** The Superintendent may accept the recommendations of the Interview and Selection Committee or reject all candidates as deemed best for the school system. The Superintendent's recommendation(s) for promotion will be submitted to the Board of Education.

**ARTICLE VII**  
**Annual Leave and Holiday**

**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. If schools are in session on any of the above listed holidays and employees are required to work, then an alternate day of holiday leave will be granted prior to the close of the fiscal year.

The Christmas Eve holiday shall be granted only when Christmas Eve occurs on Monday through Thursday. In years when the Christmas Eve holiday is not granted, members will be granted another day for the Christmas Eve holiday that with prior approval may be used at another time during the winter holiday.

Members of the Superintendent's staff and twelve-month principals and assistant principals receive twenty (20) days of annual leave. Members who have completed ten (10) years of service to the Harford County Public Schools as an administrator or supervisor shall be granted two additional days of annual leave. They receive two days of holiday at Christmas and Easter in addition to the customary holidays of the season. When administrators or supervisors 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.

Administrative and supervisory personnel shall have the option of using a part of their annual leave while school is in session, providing the request is made well in advance and is approved by the Superintendent or designee.

For usual annual leave needs, a maximum of twenty-five or thirty-four (25/34) (as defined in Article VII, 7.4 Accumulated Annual Leave) annual leave days may be accumulated. When administrators and supervisors, due to duty requirements, cannot use the two (2) days of holiday granted for Christmas or the two (2) days of holiday granted for Easter, any of these days not used may be accumulated as annual leave. Under extenuating circumstances, with the permission of the Superintendent, an administrator and supervisor may accumulate more than twenty-five or thirty-four (25/34) days of annual leave. However, at the time of retirement, no more than fifty-six (56) days of earned annual leave will be compensated.

Annual leave is calculated on the basis of the fiscal year. Those problems not covered by the above annual leave policies will be given consideration on an individual basis by the Superintendent.

Annual leave must be planned to give the best practical continuous coverage of the schools and the departments of the Central Office. Principals, assistant principals, and workers in pupil services will send their requests to their directors. Instructional supervisors will send their requests to the appropriate Assistant Superintendent. Administrative personnel connected with the Central Office will also send their requests to the appropriate Assistant Superintendent.

Annual leave requests are made on the "Leave Authorization Request Form." A response indicating approval or disapproval is returned to each person.

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

**7.2 Annual Leave.** All eligible twelve-month unit members earn annual leave at a rate of twenty (20) days per year. Unit members who have completed ten (10) years of service to the Harford County Public Schools as an administrator or supervisor shall be granted two additional days of annual leave. Administrative and supervisory personnel shall have the option of using a part of their annual leave while school is in session, provided the request is made in advance and approved by their immediate supervisor. Annual leave should be planned to give the best practical continuous coverage of the schools and departments. All unit members will be provided a written notice of accumulated annual leave days as of July 1, no later than August 15 of each year.

**7.3 Summer School Attendance.** When administrators or supervisors need to attend summer school to renew their professional certificates, time will be granted according to the following schedule.

<u>Summer School Attendance</u>	<u>Vacation Time Allotted</u>
Three weeks	Two weeks
Six weeks	One week
Eight weeks	No vacation

In cases where the person is attending summer school in a local college in the mornings and will be present working at his or her post, for all of every afternoon, he or she may make individual arrangements with the Assistant Superintendent of Human Resources concerning the resultant annual leave time. In all such cases, the biweekly attendance sheet is to be noted concerning the hours worked each day of the summer school period.

When administrators and supervisors wish to attend summer school for reasons other than certificate renewal, they may accumulate annual leave time in advance. Annual leave time can be accumulated for this purpose and for the below listed purposes only at the rate of ten (10) days a year, up to a total of twenty (20) days.

Administrators and supervisors employed on a twelve-month basis who request approval to teach at colleges or universities; or travel to the west coast or outside the United States when a part of the time involved conflicts with the scheduled work periods, will be granted consideration on an individual basis. The above summer school policy will be the basis for considering any such request.

7.4 **Accumulated Annual Leave.** Accumulated annual leave in excess of the maximum permitted must be used as of July 1 of each year.

\*Unit members who have completed less than ten (10) years of service as an administrator or supervisor with the Harford County Public Schools may accumulate no greater than twenty-five (25) days by July 1 of each year.

\*Unit members who have completed more than ten (10) years of service as an administrator or supervisor with the Harford County Public Schools may accumulate no greater than thirty-four (34) days by July 1 of each year.

When a unit member, due to duty requirements and school system demands, is unable to reduce accumulated annual leave to the maximum permitted by July 1, the employee may convert up to ten (10) annual leave days to sick leave days per year. A lifetime maximum of annual leave days may be converted to sick leave based on the following tiered structure based on years of service in administration.

- 10-15 Years of Service – 50 days
- 16-25 Years of Service – 75 days
- 26 or More Years of Service – 100 days

The Board and APSASHC agree to review and analyze data regarding the usage and accumulation of annual leave at least once during the term of this agreement.

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

7.6 **Annual Leave at Retirement.** All administrative and supervisory personnel who enter regular retirement from the Harford County Public Schools shall receive payment for current and accumulated days of annual leave at their current daily salary rate. However, at the time of retirement, no more than two (2) times the yearly designated maximum accrual of annual leave will be compensated up to fifty-six (56) days.

7.7 In the event ten-month unit members are required to work on a day when schools are closed due to inclement weather, he or she will be granted an alternative day off as mutually agreed by the principal and assistant principal.

## **ARTICLE VIII**

### **Staffing – Assistant Principals**

Staffing will be established by the Board of Education and this information will be shared with the Association.

**School Principals and supervisors who wish to provide input into any potential appointment of a subordinate administrator may provide the request in writing to the appropriate Executive Director by April 1 of each year. For situations in which subordinate administrators are appointed outside of the normal appointment**

calendar (May-early June), the Executive Directors will welcome additional written input from the Principal or Supervisor specific to that appointment. Input shall be limited to the specific leadership characteristics he/she believes is needed in the specific school/department. Specific names of potential candidates shall not be included in the input. The final decision on assignments will be made by the Superintendent in accordance with Maryland Annotated Code Section 6-201.

## ARTICLE IX Disability

9.1 The Board of Education will continue salary for an administrator or supervisor who is disabled at fifty (50) percent 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 Salary

**Teachers' Salary.** The Administrative and Supervisory (A&S) scale is grounded in and tied to the teachers' scale. The A&S scale will be adjusted to reflect percentage increases applied to the teachers' scale times 125%. *Grade 1 of the 12 month salary schedule* will be tied directly to the Teacher's scale at the Master's plus 30 at Step 15. *Grades 2-8* will be adjusted to maintain the integrity of the 3 x 1 salary schedule.

The longevity for 12-month administrative and supervisory personnel will be calculated at 125% of the rate established for teachers at the conclusion of *every five years* of experience *beyond the salary schedule* to determine total salary.

*Administrators who receive a proficient or higher rating on their performance evaluation will be eligible to receive a step increment on the salary schedule. If an administrator does not receive a performance evaluation he/she will be deemed to be rated proficient.*

Any principal responsible for a school with an enrollment that falls five (5) percent or more above the established policy for school size will receive a \$3000 stipend. This adjustment will be reviewed annually based on September 30 enrollment figures. The stipend will be disseminated annually as a one time only payment within 30 days of the validation of the official enrollment count.

**High School Assistant Principals who perform supervisory duties beyond the normal work day, will receive a \$2000 annual stipend for the 2018 – 2019 school year and then receive a stipend as follows:**

- **Increase to \$2,500 for the 2019 – 2020 School Year**
- **Increase to \$3,000 for the 2020 – 2021 School Year**
- **Stipend increase will be subject to any negotiated COLA for all subsequent school years**

**The stipend will be disbursed in three (3) equal payments that are aligned with each sport's season extra duty pay.**

The Superintendent of Schools, if he/she deems it appropriate, may increase an individual's salary.

Teachers receiving appointments to administrative or supervisory assignments shall have three years without salary penalty in order to qualify for a certificate to cover a new assignment providing a certificate is required and it is not in direct conflict with state requirements.

Administrators who earn 30 additional credits beyond a Master's Plus 30 will receive a \$3000 salary differential added to the appropriate step of the appropriate salary schedule. The additional 30 credits must be approved through a process established by the Board. Administrators who earn a Doctorate shall receive an additional salary differential of \$500.

All salary adjustments are contingent upon funding.

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 APSASHC employees will not work on the day(s) beyond 260. **These** extra day(s) will not count as a duty day or holiday. The specific dates assigned as work day(s) in the school calendar will be determined by the Superintendent of Schools.

Ten-month **administrative employees** shall work twenty days beyond the number of days required of teachers. The days must be worked within the current fiscal year and shall be agreed upon by the supervisor or principal and the ten-month **administrative employee**.

## **ARTICLE XI Attendance at Professional Conferences**

When administrative and supervisory personnel receive approval to attend professional conferences, the Board will reimburse them for the expenses associated with registration, travel, lodging and meals as approved and as funding permits.

## **ARTICLE XII Travel Reimbursement**

Travel reimbursement for administrators and supervisors will be provided as follows:

The administrator or supervisor will be assigned a primary office. All travel between home and the primary office will not be reimbursed.

Required travel in the scope of the assignments which has been approved will be reimbursed.

In determining the amount of reimbursable travel for any given day, the round-trip distance from home to the primary office will be deducted.

All requests for travel reimbursement by unit members will be considered on an



individual basis. The Superintendent's determination regarding these requests will be final.

Vouchers for approved travel will be submitted on a monthly basis. The travel reimbursement rate shall be the rate established by the Internal Revenue Service.

### **ARTICLE XIII**

#### **Temporary Absences and Leaves**

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

13.2 **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 supervisor 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 supervisor 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 supervisor, 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 appropriate designee of the Superintendent 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.

Personal Business leave not connected with any holiday will be granted upon the approval of the appropriate director or Assistant Superintendent.

13.3 **Illness of a Family Member.** Illness of a member of the member's household or the member's parent. A member may use up to seven (7) days of earned sick leave per year for illness of a member's household or the member's parent.

13.4 Members will not be paid for absence immediately prior to, or following, a school holiday unless such personal business constitutes an extreme emergency.

13.5 The three (3) days allowed for personal business leave shall be in addition to sick leave days and shall be permitted to be accumulated as sick leave.

13.6 **Religious Holidays.** A member 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 religious authorities. The Director or Assistant Superintendent may contact the proper religious authority for their recommendations. The three (3) days allowed for religious holidays shall be in addition to sick days and other emergency days and shall not be cumulative.

13.7 **Family Bereavement.** All members shall be granted six (6) calendar days of leave for family bereavement. The member will be paid for any of the six (6) calendar days of leave which are duty days. Immediate family shall include spouse, child, parent, brother, sister, father-in-law, mother-in-law, grandparent, a person who reared the member or anyone who lives regularly in the household of the member.

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

13.9 **Legal Summons.** A member may be absent in response to a legal summons without loss of salary provided that he or she is summoned as a witness or, if charged, he or she is found not guilty of an offense involving gross misconduct. This provision does not preclude appropriate Board action in the event that there is an alleged violation of an announced policy of the Board.

#### **ARTICLE XIV Sick Leave**

14.1 **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 (1) day per month during the first two (2) years of service with the Harford County public schools. Beginning in the third year of service in Harford County, sick leave shall be granted at a rate of one and a quarter (1.25) days per month 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. Unit members shall be given a written notice of available sick leave days as of September 1, no later than October of each year.

The Board shall, upon the recommendation of the Superintendent, reserve the right to give special salary consideration beyond accumulated sick leave to members who face serious financial hardship. In each instance the decision of the Board shall be based on the circumstances of the particular case.

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.

14.2 **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 250 days (**maximum of 300 days for members with thirty (30) or more years of service in Harford County Public Schools**) 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.

14.3 **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.

## **ARTICLE XV Extended Leave of Absence**

15.1 The Board of Education may grant leaves of absence for 1) personal illness; 2) maternity (including adoption); 3) study; 4) military service; and 5) 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 reemployed 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.

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

15.2 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.

15.3 Since the Maryland Retirement Systems do not recognize a leave for illness in the immediate family, such a leave provides for reemployment 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.

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

15.5 **Leave of Absence for Maternity.** A leave of absence for maternity or disability due to maternity is a qualifying absence under the federal Family/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.

A member has the option of requesting a leave of absence for maternity prior to or at the

conclusion of her disability. However, if a member elects to request a leave of absence prior to her disability, she will not be granted sick leave during the leave of absence. Her unused sick leave will be held in abeyance until such time as she returns to active service.

A member who is absent for disability due to maternity or on a leave of absence for maternity will be reemployed in an appropriate position as soon as a vacancy occurs after the request for reinstatement.

## **ARTICLE XVI**

### **Sabbatical Leaves**

16.1 A member holding a professional certificate with seven (7) or more consecutive years of satisfactory, active service in Harford County Public Schools may be granted a sabbatical leave of absence for the purpose of furthering professional growth by means of graduate study or other means approved by the Superintendent. Previous leaves of absence will be considered as not causing the member to lose years of service credit prior to that leave. Leave time itself, in all cases, will not be regarded as active service insofar as determining the seven (7) year sabbatical leave eligibility requirement.

16.2 Sabbatical leave may be granted for study or research (and travel if in conjunction with the study or research) that will be of service to the individual and to the schools and pupils of Harford County.

16.3 Sabbatical leave may be granted for not less than one (1) full semester or more than one (1) full year.

16.4 Sabbatical leave may be granted to up to two (2) members, if requested.

16.5 Any member to whom a sabbatical leave is granted shall be required, as a condition of accepting the leave, to return to the service of the Harford County Public Schools for at least two (2) years immediately following the expiration of the leave. Should the member not return to the services of Harford County, he or she will be required to refund the salary granted for sabbatical leave.

16.6 Applications for sabbatical leave must be filed with the Superintendent by April 1, prior to the school year for which it is requested with a proposed plan of study or research to which the time spent on leave will be devoted. After approval, any change of plan must be requested in writing and approved in advance.

16.7 The applicant for sabbatical leave for study shall complete at least twenty-four (24) semester units of upper division or graduate work during the sabbatical year. It will generally be expected that not less than twelve (12) semester units shall be completed during each semester. If travel or extensive research is involved, a lesser total number of semester hours may be considered if approved by the college advisor. Transcripts or other evidence of completion shall be submitted to the Superintendent's Office within thirty (30) days of the member's return to duty.

16.8 A sabbatical leave for travel will only be considered when the travel is in conjunction with an organized program of study or research. Application for leave shall include,

in general terms, an itinerary of the proposed objectives of the study or research of which the travel is a part. Upon completion of the leave and within thirty (30) days of the member's return to duty, a detailed itinerary and written report, of not less than 1,500 words, shall be submitted to the Superintendent's office, setting forth the member's reactions to the travel and a statement of the benefit to the schools, and the pupils of Harford County. A description of travel will not satisfy this requirement.

**16.9 Compensation While on Sabbatical Leave.** Compensation while on sabbatical leave shall be one-half (1/2) salary in accordance with the provision of the Harford County salary schedule in effect during the period of the leave.

16.10 In the event a member on sabbatical leave receives extra monies through any type of grant, the combined amount of those monies and the sabbatical leave allowance shall not exceed the amount of money this member would have received as a staff member for the school year in which the sabbatical leave has been granted. In cases where the combined monies exceed the regular salary, as outlined above, the sabbatical leave salary will be reduced accordingly.

16.11 Members receiving the support of a sabbatical leave will not be eligible to receive the usual payment for partial reimbursement for graduate studies.

16.12 Salary for sabbatical leave will be paid to the member while on leave of absence in the same manner as if the member were on duty in Harford County, upon the furnishing by the member of a surety bond indemnifying the Board against loss in the event that the member fails to render at least two (2) years' service after return from his or her leave of absence. Such bond shall be exonerated in the event that failure of such member to return and render two (2) years' service is caused by death or physical or mental disability of the member.

**16.13 Effect of Sabbatical Leave on Salary Increments, Retirement and Sick Leave Accumulation.** The member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as a full year of service for retirement purposes. Such leaves shall be counted as a year of service and experience on the salary schedule. There will be no sick leave accumulation for time spent on sabbatical leave.

**16.14 Provision for Health Insurance.** When a member is placed on a Board approved sabbatical leave of absence, he or she may continue to participate in the group program of health insurance and life insurance on the same basis as that of a full-time member.

**16.15 Return to Service.** At the expiration of the sabbatical leave of absence, the member shall be assigned to a position of equal status but no guarantee can be given that it will be the same position he or she occupied at the time the leave was granted.

**16.16 Accident and Illness on Sabbatical Leave.** Interruption of a program of study or travel while on sabbatical leave, caused by serious illness or accident, evidence of which is satisfactory to the Superintendent and the Board shall not be held against a member with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the member while on leave, provided, however, that the Superintendent has been promptly notified of such accident or illness. In the case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, within thirty (30) days of the time of the accident or of the onset of the illness.

**ARTICLE XVII**  
**Reimbursement for Tuition, Conferences, and Professional Dues**

17.1 **Tuition Reimbursement.** Unit members in the Harford County Public Schools who hold Standard Professional Certificates for current assignments will receive partial reimbursement for tuition costs for approved graduate credits which are appropriate for the Advanced Professional Certificate and which are taken prior to receipt of the Master's degree, provided that such partial reimbursement shall be made for no more than the thirty-six (36) semester hours of graduate credit required by the State to qualify for the Advanced Professional Certificate.

17.2 The reimbursement for tuition costs described above will also apply to six (6) approved graduate credits presented for each renewal of the Advanced Professional Certificate. The total six (6) semester hours required to renew the certificate must be completed before the educator will be eligible for renewal reimbursement. All course work submitted for reimbursement must be on the graduate level and must carry a grade "C" or better.

17.3 Graduate coursework shall be reimbursed for the actual cost of tuition up to a maximum of \$300 per semester hour. Undergraduate coursework, when applicable toward obtaining or renewing a professional certificate, will be reimbursed for the actual cost of tuition up to a maximum of \$75 per semester hour of credit. Employees will be reimbursed for no more than twelve (12) semester hours of credit completed per fiscal year.

"Costs" are defined as actual out-of-pocket expenses for tuition which has been paid. They are the net expenses after all financial assistance such as scholarships, grants, and V.A. benefits, have been deducted.

17.4 These payments will not be made to a unit member who has allowed his or her certificate to lapse and is currently employed on a provisional basis.

17.5 Partial reimbursement for tuition costs will also apply to course work taken beyond the Master's degree in a preapproved doctoral program not to exceed forty-five (45) semester hours of graduate credit. All course work submitted for reimbursement must be on the graduate level and must carry a grade of "B" or "A".

17.6 **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.

**ARTICLE XVIII**  
**Certification**

18.1 **Advanced Professional Certificate.** The Code of Maryland Regulations (COMAR) requires that all educators in Maryland public schools obtain an Advanced Professional Certificate (APC), the highest level professional certificate in Maryland. The APC must be achieved no later than the expiration of the Standard Professional Certificate II, usually at the end of the tenth year of teaching in Maryland.

The requirements for an APC are stipulated in COMAR 13A.12.01.06E. At the issuance of the Standard Professional Certificate II, the Human Resources Office will provide an official

APC evaluation to the educator. It is the educator's responsibility to make a written request to the Human Resources Office when all requirements for the APC are complete.

18.2 The "planned program of 36 credit hours" must be approved. In Harford County the following procedure is to be used to secure that approval:

1. The program must be planned to fulfill some acceptable professional objective.

2. A minimum of fifteen (15) graduate credits must be earned at colleges which confer advanced degrees. The remaining fifteen (15) credits may be undergraduate and/or state-approved inservice workshops. All undergraduate course work must have prior written approval from the Human Resources Office.

3. In general, secondary teachers are expected to limit their approved courses to two (2) teaching fields.

4. No grade lower than "C" are acceptable.

5. All course work included must be taken after the awarding of the Bachelor's degree.

6. The plan must receive prior approval from the supervisor who works directly with the teacher, his or her principal, and the Assistant Superintendent of Human Resources.

7. The planned program must be regarded as being flexible enough to allow for reasonable substitutions in courses or subjects to be taken.

8. Teachers of early childhood, elementary, English and all areas of social studies who have not previously completed a reading methods course must include an appropriate three (3) hour reading course in their planned program.

9. Beginning July 1, 1985, all certificated personnel who work directly with students will be required to complete a three (3) hour college course or state-approved inservice workshop in special education. Such a course should be included in this plan if one has not previously been completed.

10. Teachers are asked to use the prepared form available from the Human Resources Department in submitting their plans of study for approval.

**18.3 Planned Program of Study beyond Master's Degree.** The Board has approved increments for unit members who complete approved programs of study beyond the Master's degree. The purpose of the increments is to encourage unit members to continue in their studies in order that their work may continue to increase in effectiveness.

18.4 The completion of college or university programs which yield an appropriate second Master's degree or advanced certificates will be accepted as meeting the requirement of thirty (30) semester hours of approved work beyond the Master's degree provided that no duplication of courses is involved. Unit members who are involved in a doctoral program but do not complete an organized unit of work which yields a certificate from a college or university

may submit their college-directed program for approval. It will be necessary to have a statement from the unit member's advisor or other college official stating that the courses involved constitute a part of a definite program leading to the Doctor's degree.

18.5 Unit members who are not involved in a college-directed program but who wish to take further preparation beyond the Master's degree and to qualify for the salary increments for thirty (30) semester hours beyond the Master's degree may have their programs approved by the following procedures.

18.6 **General Statement.**

1. The program must be planned to fulfill some acceptable professional objective and be related to the unit member's present or prospective assignment.

2. A minimum of fifteen (15) credits must be earned at colleges which confer advanced degrees. A maximum of fifteen (15) credits which are not duplicates of former work may be earned in undergraduate courses at accredited community colleges. Of these fifteen (15) credits, six may be earned through state-approved inservice workshops. All undergraduate course work must have prior written approval from the Assistant Superintendent for Human Resources.

3. The plan itself must receive prior approval from the immediate supervisor and the Assistant Superintendent for Human Resources.

4. All course work included must be taken after the awarding of the Master's degree.

5. The planned program must be regarded as being flexible enough to allow for reasonable substitutions in courses or subjects to be taken.

6. The planned program will have to be subject to review in light of new information and new developments.

7. Individuals certificated in the field of early childhood, elementary, English and all areas of social studies who have not previously completed a reading methods course must include an appropriate three (3) hour reading course in the planned program.

8. Beginning July 1, 1985, all certificated personnel who work directly with students will be required to complete a three (3) hour college course or state-approved in-service workshop in special education. Such a course should be included in this plan if one has not previously been completed.

9. Unit members are asked to use the prepared form available from the Human Resources Department in submitting their plans of study for approval.

18.7 The Advanced Professional Certificate is renewed in Harford County by the presentation of six (6) semester hours of additional study during each five-year period.



**ARTICLE XIX**  
**Insurance**

**19.1 Insurance.** The Board will provide 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. The Board will make payment of life and accidental death and dismemberment premiums for each individual who so requests, to provide coverage for the full twelve-month period commencing October 1 and ending September 30. **Voluntary Supplemental Life Insurance will be offered at full cost (100%) to the individual.**

**19.2 Health Insurance Programs.** 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 95% /5% premium split
- The PPN plan in effect as of July 1, 2010 (PPO Core) at a 90%/10% premium split
- A Triple Health Option plan at a 85/15 premium split

**Effective July 1, 2019 the following adjustment will made to the health insurance plan:**

1. **Move from Formulary 1 to Formulary 2**
2. **Mandatory Maintenance Choice**
3. **Managed Pharmacy Network**
4. **Increase all Deductibles by \$50 individual / \$100 family**
5. **Increase all non-emergency visit copayments by \$10 (excluding pharmacy)**
6. **Increase emergency room visit copayments by \$25**
7. **Increase prescription copayments by \$10 at all levels**

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, the preferred provider dental plan. The benefit period maximum for dental services shall be \$1500. See Appendix A 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.

**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 the maximum allowable by law for the payment of non-covered medical expenses and the maximum allowable by law for dependent care costs on a pre-tax basis.

**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.

**19.3 The Board's rate of contribution applicable to the coverage made available under 19.2 shall be 90% of the total premium for all dental insurance plans.**

19.4 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 Worker's 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 of sick leave will be deducted for each day compensated by Workers' Compensation to maintain an employee's full salary.

19.5 All members must meet the requirements for medical screening for tuberculosis as established by the Harford County Health Department. An appropriate skin test as provided by the school system will be made available to members free of charge.

19.6 The Board of Education and the Association recognize the benefits of a wellness and employee assistance program. Both parties agree to work together to promote employee wellness and implement an employee assistance program.

19.7 **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.

19.8 **Additional Benefits.** The Board may provide additional benefits to employees for which participation is voluntary.

**ARTICLE XX**  
**Evaluation**

**20.1 Members will receive a formal evaluation each year.**

**20.2 The direct supervisor of a member shall hold the formal evaluation conference. Within a reasonable time after the conference, a written statement of evaluation will be prepared for review by the member. Any material presented at the conference which was not previously known to the member shall be reviewed with the member by the supervisor before it may be entered into the written evaluation.**

**20.3 In the event that the member feels his/her evaluation is incomplete or unjust, he/she may provide an addendum giving his/her point of view. The evaluation is, however, to be signed by the member. This signature does not indicate approval. A copy of this evaluation and addendum shall be placed in the evaluation file in the Human Resources Department and a copy shall be given to the member.**

**20.4 Complaints of a serious nature which shall be included in the personnel file of the member shall be brought to the attention of the member so that he/she may respond to them. Following the completion of an investigation, complaints of a serious nature which will be maintained by the direct supervisor in his/her file shall be brought to the attention of the member so that he/she may respond to them.**

**ARTICLE XXI**  
**Professional Rights and Privileges**

**21.1 Provisions in Article XXI—Professional Rights and Privileges is not subject to the grievance procedures and therefore not subject to binding arbitration. Instead, members may appeal alleged violations of these provisions through the normal disciplinary appeal process.**

**21.2 A member shall be able, upon appointment and with or without an associate, to review the contents of the evaluation file and the personnel file concerning them. This review shall not include confidential materials such as reference letters or basic data received in the course of initial employment.**

**21.3 Material of a negative nature shall not be placed in a member's file without his/her knowledge. Except for evaluation forms, material of a negative nature may be removed from the member's file upon the member's request and subject of the approval of the Superintendent or his/her designee.**

**21.4 When a meeting with a member is being called for the purpose of suspension, or dismissal, the member shall be advised of his/her right to**

**representation prior to the beginning of any such conference or meeting and be given no more than 10 business days to arrange for representation. In all other discipline matters a member may bring a representative.**

**21.5 No member shall be disciplined without due process.**

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 Public School Administrators and Supervisors of Harford County:

Representatives of the Association of Public School Administrators and Supervisors of Harford County:

/s/ Jo Ellen Barnes  
/s/ Thomas Dolina  
/s/ Stacey Geringer  
/s/ Melissa McKay  
/s/ Lisa Standish

Representatives of the Board of Education of Harford County:

/s/ Jeffrey Fradel  
/s/ Jean Mantegna  
/s/ Eric Clark

**Harford County Public Schools**  
**Salary Schedule for Administrative and Supervisory Personnel - 12 Month Employees**  
**Effective July 1, 2019**

<b>STEP</b>	<b>GRADE 1</b>	<b>GRADE 2</b>	<b>GRADE 3</b>	<b>GRADE 4</b>	<b>GRADE 5</b>	<b>GRADE 6</b>	<b>GRADE 7</b>	<b>GRADE 8</b>
<b>1</b>	\$101,861	\$104,917	\$108,064	\$111,306	\$114,645	\$118,085	\$121,627	\$125,276
<b>2</b>	\$102,880	\$105,966	\$109,145	\$112,419	\$115,792	\$119,266	\$122,844	\$126,529
<b>3</b>	\$103,908	\$107,026	\$110,236	\$113,544	\$116,950	\$120,458	\$124,072	\$127,794
<b>4</b>	\$104,947	\$108,096	\$111,339	\$114,679	\$118,119	\$121,663	\$125,313	\$129,072
<b>5</b>	\$105,997	\$109,177	\$112,452	\$115,826	\$119,301	\$122,880	\$126,566	\$130,363
<b>6</b>	\$107,057	\$110,269	\$113,577	\$116,984	\$120,494	\$124,108	\$127,832	\$131,667
<b>7</b>	\$108,128	\$111,371	\$114,712	\$118,154	\$121,698	\$125,349	\$129,110	\$132,983
<b>8</b>	\$109,209	\$112,485	\$115,860	\$119,335	\$122,915	\$126,603	\$130,401	\$134,313
<b>9</b>	\$110,301	\$113,610	\$117,018	\$120,529	\$124,145	\$127,869	\$131,705	\$135,656
<b>10</b>	\$111,404	\$114,746	\$118,188	\$121,734	\$125,386	\$129,148	\$133,022	\$137,013
<b>11</b>	\$112,518	\$115,893	\$119,370	\$122,951	\$126,640	\$130,439	\$134,352	\$138,383
<b>12</b>	\$113,643	\$117,052	\$120,564	\$124,181	\$127,906	\$131,743	\$135,696	\$139,767
<b>13</b>	\$114,780	\$118,223	\$121,770	\$125,423	\$129,185	\$133,061	\$137,053	\$141,164
<b>14</b>	\$115,927	\$119,405	\$122,987	\$126,677	\$130,477	\$134,392	\$138,423	\$142,576
<b>15</b>	\$117,087	\$120,599	\$124,217	\$127,944	\$131,782	\$135,735	\$139,808	\$144,002
<b>16</b>	\$118,257	\$121,805	\$125,459	\$129,223	\$133,100	\$137,093	\$141,206	\$145,442
<b>17</b>	\$119,440	\$123,023	\$126,714	\$130,515	\$134,431	\$138,464	\$142,618	\$146,896
<b>18</b>	\$120,634	\$124,253	\$127,981	\$131,821	\$135,775	\$139,848	\$144,044	\$148,365
<b>19</b>	\$121,841	\$125,496	\$129,261	\$133,139	\$137,133	\$141,247	\$145,484	\$149,849
<b>20</b>	\$123,059	\$126,751	\$130,553	\$134,470	\$138,504	\$142,659	\$146,939	\$151,347

*Original*



# Harford County Board of Education Medical Benefits Options

*Effective for Plan Year July 1, 2019 – June 30, 2020*

# Medical Benefits Options

Effective for plan year July 1, 2019–June 30, 2020

The Benefits	BlueChoice HMO OpenAccess BlueChoice Providers	Level 1 BlueChoice Providers
	DEDUCTIBLE—CONTRACT YEAR JULY 1–JUNE 30	\$150 Individual / \$300 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)
MEDICAL OUT-OF-POCKET MAXIMUM	\$6,600 Individual/\$13,200 Family (integrated with Rx out-of-pocket maximum)	\$1,200 Individual /\$2,400 Family (combined in- and out-of-network)
LIFETIME MAXIMUM	Unlimited	Unlimited
<b>HOSPITAL</b>		
Hospital Room/Semi-Private*	100% AB	100% AB
Skilled Nursing Facility*	100% AB (limited to 60 days/contract year)	100% AB
Inpatient Rehabilitation*	100% AB (limited to 90 days/contract year)	100% AB
Outpatient Surgery	100% AB	100% AB
Emergency Care**	Emergency Room—\$75 copay (waived if admitted); Urgent Care Center—\$35 copay	Emergency Room—\$75 copay (waived if admitted); Urgent Care Center—\$20 copay
<b>PHYSICIAN SERVICES</b>		
Surgeon	100% AB	100% AB
Assistant Surgeon	100% AB	100% AB
Anesthesiologist	100% AB	100% AB
In-Hospital Medical	100% AB	100% AB
<b>MEDICAL SERVICES</b>		
Office Visits	\$15 PCP/\$20 Specialist copay	\$15 PCP/\$20 Specialist copay
Outpatient Facility	100% AB	100% AB
Outpatient Physician	\$15 PCP/\$20 Specialist copay	\$15 PCP/\$20 Specialist copay
Diagnostic X-rays	100% AB	100% AB
Radiation Therapy	\$20 Specialist copay	100% AB
Chemotherapy	\$20 Specialist copay	100% AB
Laboratory Tests	100% AB (LabCorp only)	100% AB (LabCorp only)
Allergy Testing	\$15 PCP/\$20 Specialist copay	100% AB
Allergy Treatment/Injections	\$15 PCP/\$20 Specialist copay	100% AB

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.



Triple Option		CareFirst BlueCross BlueShield Preferred Provider Organization CORE	
Level 2 BlueCross BlueShield PPO Providers	Level 3 Participating and Non-participating Providers	In-network BlueCross BlueShield PPO Providers	Out-of-network Participating and Non-participating Providers
\$50 Individual / \$100 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)	\$250 Individual / \$500 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)	\$150 Individual / \$300 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)	\$350 Individual / \$700 Family aggregate (Deductible applies to all services unless otherwise noted; does not apply to Rx benefits)
\$1,200 Individual / \$2,400 Family (combined in- and out-of-network)		\$2,400 Individual / \$4,800 Family (combined in- and out-of-network)	
		Unlimited	
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
Emergency Room—\$75 copay (waived if admitted); Urgent Care Center—\$25 copay	Emergency Room—\$75 copay (waived if admitted); Urgent Care Center—80% AB	Emergency Room—\$100 copay (no deductible—waived if admitted); Urgent Care Center—\$25 copay (no deductible)	Emergency Room—\$100 copay (no deductible—waived if admitted); Urgent Care Center—70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	Paid as Level 2	90% AB	Paid as in-network
100% AB	Paid as Level 2	90% AB	Paid as in-network
100% AB	80% AB	90% AB	70% AB
\$20 PCP/\$25 Specialist copay	80% AB	\$20 PCP / \$25 Specialist copay (no deductible)	70% AB
100% AB	80% AB	100% AB	70% AB
\$30 copay	80% AB	\$30 copay	70% AB
100% AB	Inpatient—Paid as Level 2 Office & Outpatient—80% AB	90% AB	90% AB inpatient / 70% AB office
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	Inpatient—Paid as Level 2 Office & Outpatient—80% AB	90% AB	90% AB inpatient / 70% AB office
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB

\* Precertification required or penalties may apply.

\*\* Overnight stays for observation are not considered an inpatient admission.

The Benefits	BlueChoice HMO OpenAccess BlueChoice Providers	Level 1 BlueChoice Providers
	<b>MEDICAL SERVICES (CONTINUED)</b>	
Physical, Speech and Occupational Therapy (combined visits)	\$20 Specialist copay; 60 visit maximum per condition per contract year combined with speech and occupational therapy	\$20 Specialist copay; 100 visit maximum per contract year combined with speech and occupational therapy
Chiropractic Care (Spinal Manipulation)	\$20 Specialist copay; 60 visit maximum per condition per contract year	\$20 Specialist copay
Acupuncture	Not covered	\$20 Specialist copay
<b>PREVENTIVE CARE</b>		
Well Child Care/Immunization	100% AB (no deductible)	100% AB (no deductible)
Routine Physical Exam	100% AB (no deductible)	100% AB (no deductible)
Breast Cancer Screening/ Routine Mammography	100% AB (no deductible)	100% AB (no deductible)
Prostate Cancer Screening	100% AB (no deductible)	100% AB (no deductible)
Routine Gynecological Exam (one per contract year)	100% AB (no deductible)	100% AB (no deductible)
Eye Exams	\$10 copay per annual visit no-referral (Davis Vision provider) (no deductible)	\$10 copay per annual visit no-referral (Davis Vision provider) (no deductible)
Eye Glasses/Lenses/Contact Lenses	Discounts available; See pages 30–31	Discounts available; See pages 30–31
<b>SPECIAL SERVICES</b>		
Durable Medical Equipment	100% AB	100% AB
Home Health Care Visits*	100% AB	100% AB
Hospice*	100% AB	100% AB
Maternity Care (Pre/Post/ Delivery)	100% AB	100% AB
Nursery Care (Must be enrolled within 30 days)	100% AB	100% AB
Infertility Services	Pre-approval required Artificial Insemination—50% AB of charges (limited to 6 attempts per live birth); In Vitro Fertilization—50% AB of charges (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Pre-approval required Artificial Insemination—100% AB of charges (limited to 6 attempts per live birth); In Vitro Fertilization—100% AB of charges (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)
Lapband Benefits	100% AB	100% AB
Surgical Treatment for Morbid Obesity (Gastric Bypass & Gastric Sleeve)	Not Covered	Not Covered

AB = Allowed Benefit

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Triple Option		CareFirst BlueCross BlueShield Preferred Provider Organization CORE	
Level 2 BlueCross BlueShield PPO Providers	Level 3 Participating and Non-participating Providers	In-network BlueCross BlueShield PPO Providers	Out-of-network Participating and Non-participating Providers
\$25 Specialist office; \$30 OP Facility; \$30 OP Professional; 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)	\$25 Specialist office copay; \$30 OP Facility, \$30 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)
\$25 Specialist copay	80% AB	\$25 Specialist copay	70% AB
\$25 Specialist copay	80% AB	\$25 Specialist copay	70% AB
100% AB (no deductible)	80% AB	100% AB (no deductible)	70% AB
100% AB (no deductible)	80% AB	100% AB (no deductible)	70% AB
100% AB (no deductible)	100% AB (no deductible)	100% AB (no deductible)	100% AB (no deductible)
100% AB (no deductible)	100% AB (no deductible)	100% AB (no deductible)	100% AB (no deductible)
100% AB (no deductible)	80% AB	100% AB (no deductible)	70% AB
\$10 copay per annual visit no-referral (Davis Vision provider) (no deductible)		No Benefit	No Benefit
Discounts available; See pages 30–31		No Benefit	No Benefit
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	100% AB	70% AB
100% AB	80% AB	90% AB	70% AB
Artificial Insemination—100% AB, pre-approval required (limited to 6 attempts per live birth); In Vitro Fertilization—100% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Artificial Insemination—80% AB, pre-approval required (limited to 6 attempts per live birth); In Vitro Fertilization—80% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Artificial Insemination—90% AB, pre-approval required (limited to 6 attempts per live birth); In Vitro Fertilization—90% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Artificial Insemination—70% AB, pre-approval required (limited to 6 attempts per live birth); In Vitro Fertilization—70% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)
100% AB	80% AB	90% AB	70% AB
Not Covered	Not Covered	Not Covered	Not Covered

\* Precertification required or penalties may apply.

\*\* Mandatory generic substitution—see the CareFirst Drug Program section on page 21.

The Benefits	BlueChoice HMO OpenAccess BlueChoice Providers	Level 1 BlueChoice Providers
	<b>SPECIAL SERVICES (CONTINUED)</b>	
Ambulance When Medically Necessary (surface, air, private, and public)	100% AB	100% AB
Hearing Exam	\$20 copay	\$20 copay
Hearing Aids (one per hearing impaired ear every 36 months)	100% AB	100% AB
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
Inpatient Care*	100% AB	100% AB
Outpatient Facility	100% AB	100% AB
Office Visits	\$15 copay	\$15 copay
<b>PRESCRIPTION DRUGS USING FORMULARY 2</b>		
Prescription Drug Out-of-Pocket Max.	\$6,600 Individual / \$13,200 Family (integrated with medical out-of-pocket maximum)	\$5,400 Individual / \$10,800 Family
Retail Prescription Drug**	\$10 copay – Generic drug (Tier 1) \$20 copay – Preferred Brand (Tier 2) \$40 copay – Non-preferred Brand (Tier 3) Maintenance drugs: 90 day supply, 2 times retail copay at CVS only: \$20 copay – Generic drug (Tier 1) \$40 copay – Preferred Brand (Tier 2) \$80 copay – Non-preferred Brand (Tier 3)	\$15 copay Generic drug (Tier 1) \$30 copay Preferred Brand (Tier 2) \$45 copay Non-preferred Brand (Tier 3) Maintenance medication up to 90 day supply 1 times retail at CVS only: \$15 copay – Generic drug (Tier 1) \$30 copay – Preferred Brand (Tier 2) \$45 copay – Non-preferred Brand (Tier 3)
Mail Order Drug**	CVS Caremark Mail Order – 2 times retail copay – up to 90 day supply \$20 copay – Generic drug (Tier 1) \$40 copay – Preferred Brand (Tier 2) \$80 copay – Non-preferred Brand (Tier 3)	CVS Caremark Mail Order Prescription Program for maintenance medication 1 times copay – Up to 90 day supply \$15 copay – Generic drug (Tier 1) \$30 copay – Preferred Brand (Tier 2) \$45 copay – Non-preferred Brand (Tier 3)
Oral Contraceptives**	100% AB	100% AB
Diabetic supplies	100% AB	100% AB

AB = Allowed Benefit

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Triple Option		CareFirst BlueCross BlueShield Preferred Provider Organization CORE	
Level 2 BlueCross BlueShield PPO Providers	Level 3 Participating and Non-participating Providers	In-network BlueCross BlueShield PPO Providers	Out-of-network Participating and Non-participating Providers
100% AB	Paid as Level 2	90% AB	Paid as in-network
\$25 copay	80% AB	\$25 copay	70% AB
100% AB	80% AB	90% AB (no deductible)	70% AB
100% AB	80% AB	90% AB	70% AB
100% AB	80% AB	90% AB	70% AB
\$20 copay	80% AB	\$20 copay (no deductible)	70% AB
\$5,400 Individual / \$10,800 Family		\$4,200 Individual / \$8,400 Family	
\$15 copay Generic drug (Tier 1) \$30 copay Preferred Brand (Tier 2) \$45 copay Non-preferred Brand (Tier 3) Maintenance medication up to 90 day supply 1 times retail at CVS only: \$15 copay – Generic drug (Tier 1) \$30 copay – Preferred Brand (Tier 2) \$45 copay – Non-preferred Brand (Tier 3)		\$15 copay Generic drug (Tier 1) \$30 copay Preferred Brand (Tier 2) \$45 copay Non-preferred Brand (Tier 3) Maintenance medication up to 90 day supply 1 times retail at CVS only: \$15 copay – Generic drug (Tier 1) \$30 copay – Preferred Brand (Tier 2) \$45 copay – Non-preferred Brand (Tier 3)	
CVS Caremark Mail Order Prescription Program for maintenance medication 1 times copay – Up to 90 day supply \$15 copay – Generic drug (Tier 1) \$30 copay – Preferred Brand (Tier 2) \$45 copay – Non-preferred Brand (Tier 3)		CVS Caremark Mail Order Prescription Program for maintenance medication 1 times copay – Up to 90 day supply \$15 copay – Generic drug (Tier 1) \$30 copay – Preferred Brand (Tier 2) \$45 copay – Non-preferred Brand (Tier 3)	
100% AB		100% AB	
100% AB		100% AB	

\* Precertification required or penalties may apply.  
 \*\* Mandatory generic substitution—see the CareFirst Drug Program section on page 21.

# CareFirst Drug Program Summary of Benefits

## Formulary 2

Plan Feature	BlueChoice HMO Open Access	Triple Option	PPO CORE	Description
Deductible	None	None	None	Your benefit does not have a deductible.
Prescription Drug Out-of-Pocket Maximum	\$6,600 Individual/ \$13,200 Family	\$5,400 Individual/ \$10,800 Family	\$4,200 Individual/ \$8,400 Family	Your benefit does not have a family deductible maximum.
Preventive Drugs (up to a 34-day supply)	\$0 (not subject to deductible)	\$0 (not subject to deductible)	\$0 (not subject to deductible)	A preventive drug is a prescribed medication or item on CareFirst's Preventive Drug List.*
Oral Chemotherapy & Diabetic Supplies (up to a 34-day supply)	\$0	\$0	\$0	Diabetic supplies include needles, lancets, test strips and alcohol swabs.
Generic Drugs (Tier 1) (up to a 34-day supply)	\$10	\$15	\$15	Generic drugs are covered at this copay level.
Preferred Brand Drugs (Tier 2) (up to a 34-day supply)	\$20	\$30	\$30	All preferred brand drugs are covered at this copay level.
Non-Preferred Brand Drugs (Tier 3) (up to a 34-day supply)	\$40	\$45	\$45	All non-preferred brand drugs on this copay level are not on the Preferred Drug List.* Discuss using alternatives with your physician or pharmacist.
Maintenance Copays (up to a 90-day supply)				Maintenance medication must be purchased at a CVS pharmacy or through Mail Service for a 90-day supply.
Retail (CVS only):				
Generic	\$20	\$15	\$15	
Preferred	\$40	\$30	\$30	
Non-preferred	\$80	\$45	\$45	
Mail Order:				
Generic	\$20	\$15	\$15	
Preferred	\$40	\$30	\$30	
Non-preferred	\$80	\$45	\$45	
Prior Authorization	Some prescription drugs require Prior Authorization. Prior Authorization is a tool used to ensure that you will achieve the maximum clinical benefit from the use of specific targeted drugs. Your physician or pharmacist must call (800) 294-5979 to begin the prior authorization process. For the most up-to-date prior authorization list, visit the prescription drug website at <a href="http://carefirst.com/rxgroup">carefirst.com/rxgroup</a> .			
Mandatory Generic Substitution	If you choose a Non-preferred Brand drug (Tier 3) instead of its Generic equivalent, you will pay the highest copay plus, the difference in cost between the Non-preferred Brand drug and the Generic. If a Generic version is not available, you will only pay the copay.			

**Plan Benefit Highlights for:** Harford County Public Schools  
**Group No:** 00528 - PPO - Comprehensive

**DELTA DENTAL PPO<sup>SM</sup>**  
**BENEFIT HIGHLIGHTS**

<b>Eligibility</b>	Primary enrollee, spouse and eligible dependent children to the end of the month dependent turns age 26			
<b>Deductibles</b>  Deductibles waived for Diagnostic & Preventive (D & P) and Orthodontics?	Delta Dental PPO dentists: \$25 per person / \$50 per family each plan year Non-Delta Dental PPO dentists: \$50 per person / \$150 per family each plan year			
	Yes			
<b>Maximums</b>  D & P counts toward maximum?	\$1,500 per person each plan year			
	No			
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None	Prosthodontics None	Orthodontics None
<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists**</b>		<b>Non-Delta Dental PPO dentists**</b>	
<b>Diagnostic &amp; Preventive Services</b> Exams, cleanings, x-rays and sealants	100 %		65 %	
<b>Surgical Removal of Impacted Teeth</b>	100 %		65 %	
<b>Basic Services</b> Fillings, denture repair/relining, stainless steel crowns, bridges, bridge recementation/repair and posterior composite restorations	80 %		50 %	
<b>Endodontics</b> (root canals) Covered Under Basic Services	80 %		50 %	
<b>Periodontics</b> (gum treatment) Covered Under Basic Services	80 %		50 %	
<b>Oral Surgery</b> Covered Under Basic Services	80 %		50 %	
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	50 %		30 %	
<b>Prosthodontics</b> Dentures	50 %		30 %	
<b>Implants</b> Covered <u>only</u> as an alternative to a fixed bridge	80 %		50 %	
<b>Orthodontic Benefits</b> Dependent children to age 19	50 %		50 %	
<b>Orthodontic Maximums</b>	\$800 Lifetime		\$800 Lifetime	

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, PPO contracted fees for Premier dentists and PPO contracted fees for non-Delta Dental dentists.

Delta Dental of Pennsylvania One Delta Drive Mechanicsburg, PA 17055	<b>Customer Service</b> 800-932-0783	<b>Claims Address</b> P. O. Box 2105 Mechanicsburg, PA 17055-6999
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[deltadentalins.com](http://deltadentalins.com)

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

HLT\_PPO\_2COL\_DDP (Rev. 4/17/2017)

**Plan Benefit Highlights for:** Harford County Public Schools  
**Group No:** 00528 - PPO Plus Premier - Standard

DELTA DENTAL PPO<sup>SM</sup>

<b>Eligibility</b>	Primary enrollee, spouse and eligible dependent children to the end of the month dependent turns age 26		
<b>Deductibles</b>	\$25 per person / \$50 per family each plan year		
Deductibles waived for Diagnostic & Preventive (D & P)?	Yes		
<b>Maximums</b>	\$1,500 per person each plan year		
D & P counts toward maximum?	No		
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None	Prosthodontics None

<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists**</b>	<b>Non-Delta Dental PPO dentists**</b>
<b>Diagnostic &amp; Preventive Services</b> Exams, cleanings, x-rays and sealants	100 %	100 %
<b>Basic Services</b> Fillings, stainless steel crowns and posterior composite restorations	100 %	100 %
<b>Endodontics</b> (root canals)	100 %	100 %
<b>Oral Surgery</b>	100 %	100 %
<b>Periodontics</b> (gum treatment)	0 %	0 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	0 %	0 %
<b>Prosthodontics</b> Bridges and dentures	0 %	0 %

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of Pennsylvania One Delta Drive Mechanicsburg, PA 17055	<b>Customer Service</b> 800-932-0783	<b>Claims Address</b> P.O. Box 2105 Mechanicsburg, PA 17055-6999
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BENEFIT HIGHLIGHTS

**deltadentalins.com**

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