



This Memorandum of Understanding (hereinafter referred to as “MOU”) is made by and between the Howard County Board of Education (the “County Board” or “BOE”) and the Howard County Education Association (the Association” or “HCEA”) for employees covered under the certificated and non-certificated HCEA bargaining units. The County Board and Association will be referred to collectively as “Parties.”

This MOU will address the following:

1. Compensation for providing compensatory services to students after school.
2. Compensation for providing compensatory services to students on Saturday.
3. Compensation for providing compensatory services through direct hiring by parents (tutoring).
4. Compensation for Howard County Public School System (HCPSS) staff acting as a site lead where students receive compensatory services after school.

#### **SCOPE**

This MOU applies to compensable service hours required and delivered for a specifically identified student population with Individualized Education Programs (IEPs) approved to address learning loss in direct response to the impacts of the COVID-19 pandemic on the student’s instructional requirements.

#### **TERMS**

##### **Compensation for Providing Compensable Hours to Students.**

Due to the COVID-19 pandemic, many students with Individualized Education Programs (IEPs) were not able to receive the full extent of a Free Appropriate Public Education (FAPE) including specifically designed instruction and/or related services in accordance with their IEPs during the time of virtual and hybrid instruction. This service interruption requires the Howard County Public School System to provide compensatory services to students beyond the school day. HCPSS opted to provide these services after the school day and/or on Saturdays, in addition to providing families with the option to receive reimbursement or to hire a direct provider for hours serviced at another time. This includes HCPSS employees acting as direct providers.

1. HCPSS will compensate certificated and non-certificated staff providing compensable hours for IEP services delivered to students in the after-school program the appropriate hourly rate (including-longevity for Education Support Professionals (ESP); but does not include any stipends or Instructional Team Leader (ITL) pay) with an additional \$35 an

hour if working in a special education non-specialized education program and an additional \$50 per hour if working in a specialized program. This agreement will not be retroactive for Fiscal Year 2023 but will be in effect for Fiscal Year 2024.

2. HCPSS will compensate certificated and non-certificated staff providing compensable hours for IEP services delivered to students during the Saturday program the appropriate hourly rate (including longevity for ESP; but does not include any stipends or Instructional Team Leader (ITL) pay) with an additional \$80 an hour if working in a non-specialized education program and an additional \$90 per hour if working in a specialized program. This agreement will not be retroactive for the Fiscal year 2023 but will be in effect for the Fiscal year 2024.
3. HCPSS will compensate certificated staff providing compensable hours through direct hiring by parents and acting as private providers. Individuals providing these services must be registered as a vendor with HCPSS and will be compensated at the same rate that third parties are compensated.

As of the signing of this MOU, those rates are:

Academic	\$72.00 per hour
Tutoring	
Speech- Language Therapy	\$132.00 per hour
Occupational Therapy	\$117.00 per hour
Physical Therapy	\$136.00 per hour
ABA Therapy	\$124.00 per hour
Psychologists	\$150.00 per hour

This payment will be retroactive from the beginning of when these compensatory services began and will remain in effect until this program ends. The estimated effective date is November 2022.

The County Board and Association recognize that neither party can negotiate the rates of individuals operating as private vendors, but HCPSS can decide the rate that a third-party vendors will be compensated.

4. HCPSS will pay all certificated site-based leads that are setting up and leading the compensable after-school programs \$5 more per hour than those teaching in the program. This would equate to leads earning the appropriate per diem rate (but does not include any stipends or ITL pay) plus \$40 an hour if running a special education non-specialized education program or the appropriate per-diem rate (but does not include any stipends or ITL pay) plus \$55 an hour if running a specialized special education program.

This applies to certificated staff that are covered under the master agreement between the County Board and Association.

This payment will be retroactive from the beginning of when these compensatory services began and will remain in effect until this program ends. The estimated effective date is November 2022.

Should there be any confusion or uncertainty when applying the language above, HCPSS, through the Office of Employee and Labor Relations, agrees to contact HCEA to collaborate on the interpretation of the language prior to making any decision.

It is mutually agreed that the terms and conditions for the terms outlined in this MOU will terminate at the conclusion of the 2023-2024 school year. To extend this MOU and/or any terms must be mutually agreed upon by the Parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU on the date set forth herein.

\_\_\_\_\_  
T. Michael Carson, Chief Negotiator

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Benjamin Schmitt, HCEA President

Date:

Date