

**Memorandum of Understanding
Between The Howard County Administrators Association
and the Board of Education of Howard County
Covering Non-Certificated Supervisors (5th Unit)**

This Memorandum of Understanding (hereafter referred to as the “MOU”) is between the Howard County Board of Education (the “Board” or “BOE”) and Non-Certificated Supervisors (NCS) now represented by the Howard County Administrators Association (the “Association” or “HCAA”). The Board and the Association will be referred to collectively as “the Parties.” This MOU shall remain in effect until a negotiated agreement including non-certificated supervisors is finalized.

WHEREAS, the Board recognized the existence of a 5th Bargaining Unit covering all non-certificated supervisors (hereafter referred to as “NCS”) on February 13, 2020; and

WHEREAS, the Board recognized HCAA as the *Exclusive Bargaining Agent* for the new bargaining unit on June 3, 2021; and

WHEREAS, the current HCAA collective bargaining agreement (CBA) does not cover employees who fall under this newly sanctioned unit; and

WHEREAS, negotiations for a new HCAA collective bargaining agreement (CBA) began prior to the Association being recognized as the exclusive bargaining agent; and

WHEREAS, those negotiations are now complete, resulting in a new CBA, effective July 1, 2021 to June 30, 2022;

WHEREAS, the Board and the Association, after discussion, desire to work cooperatively to address working conditions, salary and other mandatory bargaining areas for the new bargaining unit;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Working Conditions

- a. The Board and the Association shall recognize NCS as duly-sanctioned members of the current HCAA collective bargaining agreement with respect to working conditions defined under the agreement under the following Articles:
 - i. Exclusive Recognition (excluding Sections A, C, D)
 - ii. Association Rights
 - iii. Negotiation Procedures
 - iv. Employee Discipline
 - v. Grievance Procedures
 - vi. Personal and Academic Freedom
 - vii. Evaluation (excluding Section A)

- viii. Promotions and Transfers (Section A, C.2d - h only)
- ix. Assignment and Reassignment (Excluding Section B)
- x. Protection of Administrators
- xi. Reimbursement (excluding Section B)
- xii. Leave
- xiii. B & D)
 - New unit members will maintain their FY21 starting and dismissal times in FY22.
- xiv. Deductions from Salary
- xv. Sick Leave Bank
- xviii. Insurance Protection
 - Changes negotiated for FY22 with regard to insurance protection will only apply to 12-month non-certificated supervisors

2. Salaries and Other Compensation

- a. All existing salaries/salary scales for NCS will be incorporated into this MOU.
- b. New members will receive salary increases and/or protections negotiated by HCAA, including those resulting from the implementation of “me too” language in the current agreement.

3. COVID-19

- a. All COVID-19 protections included in the COVID-19 MOU between the Board and HCAA will apply to NCS, as applicable.
- b. COVID-19 protections provided for nurses under other existing MOUs will be incorporated into the HCAA COVID-19 MOU.

4. Sick Bank: Transfer of Days

- a. Excluding Food Service Managers, employees previously enrolled in a sick leave bank will have days transferred into the HCAA Sick Leave Bank. The number of days to be transferred is to be determined and will be agreed upon by the Board and HCAA.
- b. The Board will transfer the entirety of the former sick bank of Food Service Managers to the HCAA Sick Leave Bank.
- c. New members will have the opportunity to join the HCAA sick bank for FY22.

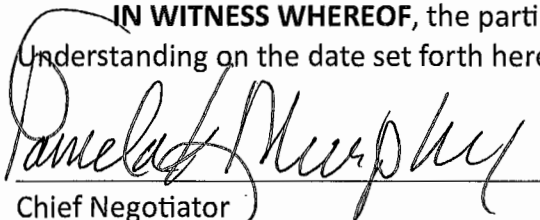
5. Additional Terms

- a. While the parties have made a good faith effort to be inclusive of all employee situations, it is recognized that any matter not specifically covered by this MOU will

be addressed through negotiations at the time it becomes known by the Association or the Board.

- b. Unless specifically noted in this MOU, the employee will continue to be governed by the working conditions contained within their prior collective bargaining agreement/MOU; those not previously represented will follow working conditions associated with AMT positions.
- c. This MOU does not constitute a waiver of any bargaining unit work; rather, it serves as a limited, bridge document until a new CBA that incorporates NCS is ratified.
- d. This MOU shall not alter the terms of the Association's CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.
- e. This MOU does not amend or limit the right of the Board as employer to take personnel actions.
- f. No section or sections of this MOU will become part of the CBA unless those sections are agreed upon during the collective bargaining process between the Association and the Board.
- g. In the event a dispute between the parties arises in connection with this MOU that cannot be resolved informally, both parties agree to have a neutral mediator from the Federal Mediation and Conciliation Service (FMCS) facilitate non-binding mediation in an attempt to resolve the issue(s) prior to initiating any formal action.
 - i. Written documentation of the issue(s) will be provided to the respective parties in advance of the mediation.
 - ii. At the conclusion of the mediation, both parties agree to attempt to resolve the matter in the spirit with which this Section is intended.
- h. Any order from a local, state, or federal agency, which is contrary to this MOU, will supersede this memorandum.
- i. This MOU will terminate on June 30, 2022 unless a new CBA is not ratified by that date. In the event the Association and the Board do not ratify a new bargaining agreement by July 1, 2022, this MOU will remain in effect until said CBA is ratified.

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



Chief Negotiator
Board of Education

Date: August 11, 2021



Executive Director
Howard County Administrators Association

Date: August 11, 2021