

MASTER AGREEMENT

Between the

BOARD OF EDUCATION OF HOWARD COUNTY

And the

**HOWARD COUNTY ADMINISTRATORS
ASSOCIATION**

BEGINNING July 1, 2019

And

ENDING June 30, 2022

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ARTICLE I
EXCLUSIVE RECOGNITION

- A. The Howard County Board of Education recognizes the Howard County Administrators Association as the exclusive collective bargaining representative for all certificated supervisory professional employees and leadership interns with regard to all matters associated with salary, wages, hours, and other working conditions.
- B. The Association recognizes the right and full authority of the Board and Superintendent to direct, supervise, and manage school system affairs in accordance with existing and future state and federal laws and regulations in the proper discharge of their respective duties and responsibilities. Any granted right or authority which has not been officially abridged, delegated, or modified by the Master Agreement shall be retained by the Board or Superintendent respectively.

Failure to exercise a right expressly or broadly reserved to the Board or Superintendent by the appropriate state and federal authorities shall not be considered a waiver at that time nor at any time in the future.

- C. The written Agreement developed as part of the negotiation process shall apply to all certificated supervisory professional employees and leadership interns.
- D. For the purpose of this Agreement, the term “administrator” when used hereafter shall refer to all professionally certificated employees serving in the position of school-based administrator, facilitator positions requiring MSDE Administrator certification, coordinator positions requiring MSDE Administrator certification, athletics and activities manager, or leadership intern represented by the Howard County Administrators Association. The term “Association” shall refer to the Howard County Administrators Association; the term “Board” shall refer to the Howard County Board of Education.
- E. All references to same-sex domestic partner benefits throughout this Master Agreement will refer to an individual approved by the Board to receive Domestic Partner Benefits under criteria established by the Board. Domestic Partner Benefits and coverage cannot begin until Same-sex Domestic Partner status is approved by the Board, and will be provided as permitted by law. This applies only to employees who were receiving same sex domestic partner protection under the negotiated Agreement as of January 1, 2015, and employees residing outside of Maryland in states that do not recognize same sex marriage.
- F. Up to Twenty (20) hard copies of this Agreement will be distributed by the Board to the Association at no cost to the Association. The Board will provide electronic access to copies of this Agreement to all presently employed and new permanently appointed or assigned administrators. The cost of reproduction of twenty-one (21) or more hard copies of the Agreement shall be shared equally by the Board and the Association.

ARTICLE II

ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any administrator solely by reason of his/her membership in the Association or for participation in any of its lawful activities.
- B. The Superintendent shall be available upon reasonable request to meet with representatives of the Association.
- C. The Association shall continue to be permitted to use school buildings without cost at reasonable times, as determined by the school administrator, for meetings provided the use of the building shall not result in any additional cost to the Board. The principal of the building in question will be contacted in advance to arrange the time and place of all such meetings. The content of such meetings shall be limited to the representation responsibilities of the Association under Title 6, Subtitle 4 of the Education Article of Maryland statute.
- D. The Association may utilize the inter-school courier (PONY) service and the Howard County Public Schools' email system for the distribution of membership material, provided that such use does not interfere with the operation of the school system. Copies of all materials will be given to the Superintendent/designee twenty-four (24) hours prior to distribution.

This article does not preclude the Association from using the HCPSS email system for general communication with its membership.

However, the Association agrees not to use the inter-school courier or HCPSS' email system for the following:

- (a) Advocacy or action on the part of employees which is contrary to policies, regulations and directives of the Board or its staff;
 - (b) Political materials or endorsements;
 - (c) Advertising materials for business establishments or brand name materials not contained in official Association publications
- E. The Board shall provide the Association a list of unit members upon request and no more than four times a year. Additionally, the Board shall provide the Association a list of eligible members, as a result of promotions and new hires, within 14 days of the appointment. The list will provide name, classification, location, and salary information.
 - F. If negotiations are scheduled during the duty day, up to a maximum of seven (7) administrators may be released from their regular duties for the time required to participate in joint negotiation sessions without loss of pay.
 - G. Duly authorized representatives of HCAA shall be permitted to transact official HCAA business on school property or other sites at reasonable times provided that this shall not interfere with or interrupt normal school operations or prevent Board

employees from performing their professional responsibilities. The site administrator or department supervisor shall make the determination regarding interference. The Association representative will check in at the front office of the school/office upon his/her arrival.

- H. Duly authorized representatives of HCAA shall be permitted to utilize up to a total of 20 school days to transact official business with a limit of ten (10) days for any one such representative. Prior to such absence, the HCAA representative should notify his/her supervisor in writing. The supervisor will determine whether the use of such leave would unreasonably adversely impact the program of operation at the site, and may deny the release, if he/she so determines.

ARTICLE III NEGOTIATION PROCEDURE

- A. On or before January 6, representatives of the Board and the Association shall exchange written proposals regarding the contents of a new Agreement.
- B. Neither party shall have any control over selection of consultants or representatives of the other party.
- C. Negotiation sessions shall be closed meetings held as frequently as necessary.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation, in accordance with Section 6-408 of the Annotated Code of Maryland. During the term of this Agreement, neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. Cause for Impasse: If agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, 6-408(e) of the Annotated Code of Maryland, shall apply.

ARTICLE IV EMPLOYEE DISCIPLINE

- A. No administrator will be disciplined or reprimanded without cause provided that it is recognized that transfers and reassignments do not constitute disciplinary action.
- B. In the event an immediate supervisor discusses an allegation of misconduct or other personnel concern, exclusive of evaluation detailed in Article VII with the bargaining unit member, written notice of the general topic(s) of discussion shall be provided in advance of such a meeting.
- C. Following the provision of due process per the established Board policy on Employee Conduct and Discipline, Association representatives(s) shall be entitled to accompany and represent an administrator ***at any interview, meeting or hearing, the purpose of which is to investigate whether the administrator engaged in misconduct warranting disciplinary action or where disciplinary action may be taken.***

Before the Superintendent/designee issues the disciplinary action, the administrator will be provided at least one working day advance notice in writing of the meeting.

1. The administrator will be advised that disciplinary action is being considered.
2. The administrator will be advised of his or her right to have Association representation at the meeting.
3. Except in cases when the urgency of the situation dictates otherwise, the meeting may be delayed up to two additional work days in order to assure representation for the administrator.

- D. Should a Letter of Concern be issued by one bargaining unit member to another, the recipient of the document shall be granted a meeting with the author within forty-five (45) working days of the issuance date, and upon written request to discuss the recipient's progress toward correcting the concern. A second written request by the recipient may be made within ninety (90) working days of the document's issuance for the same purpose.

The meetings shall be summarized and attached to the original Letter of Concern, which shall be maintained in the recipient's school-based file. It is understood that a Letter of Concern and the described procedural process for review shall not be the subject of a grievance, arbitration or appeal.

- E. *An administrator placed on administrative leave will be informed in writing of the specific allegation(s) made against them resulting in the decision to place them on administrative leave at the time the leave begins, unless said allegations are criminal in nature.*

- F. *Administrators will be afforded full due process rights and protections as enumerated in the Education Article of the Annotated Code of Maryland, Section 6-202, et. seq. and per the established Board Policy on Employee Conduct and Discipline.*

- G. *Prior to receiving a Letter of Warning or Letter of Reprimand, an administrator shall receive notice of the concern(s)/allegation(s) with copies of supporting documentation, and be provided an opportunity to respond. Barring unforeseen circumstances, a Letter of Warning or Letter of Reprimand will be provided to the administrator in person. The administrator may provide a statement to be attached to all copies of the letter, including the copy contained in the administrators' HCPSS personnel file.*

ARTICLE V GRIEVANCE PROCEDURE

- A. General – The Superintendent of Schools and his designees are interested in providing an orderly method for dealing with employee grievances. Any grievance which the administrator cannot resolve in an informal manner with his/her immediate supervisor may be submitted through the grievance procedure. A grievance is any allegation by an administrator that there has been a violation or misapplication of the Agreement in effect for the employee's group. Attendance by an administrator at a grievance meeting held during duty hours shall constitute an authorized absence without loss of

pay.

B. Procedures – It is most desirable for the administrator and his/her immediate supervisor to resolve alleged grievances through informal communications. In the event that informal communications fail to resolve the alleged grievance, the administrator may pursue one or more of the following steps (in sequence):

1. Step 1 – The administrator must submit a written statement regarding the alleged grievance to his/her immediate supervisor within ten (10) working days following the date of the occurrence (of the alleged grievance). The administrator's written statement must include:

- Name (and signature)
- Job assignment (and location)
- Description of grievance (including section of Agreement allegedly violated)
- Remedy sought

The immediate supervisor shall schedule a meeting with the administrator within seven (7) working days after receiving the written statement from the administrator. The immediate supervisor shall respond to the administrator in writing within ten (10) working days as to his/her disposition of the grievance. If the supervisor does not satisfy it within ten (10) duty days from the meeting, the grievance may be processed to Step 2.

2. Step 2 – Within seven (7) working days of receipt of the supervisor's response (Step 1), the administrator may appeal the immediate supervisor's decision to the Superintendent/designee. The Superintendent/designee shall arrange for a meeting with the administrator within seven (7) working days after receipt of the grievance. The Superintendent/designee shall provide a written decision to the administrator within ten (10) working days after completion of the meeting.

C. Miscellaneous

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
2. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and the Superintendent/designee.
3. If the grievance affects a group of administrators, involving two or more administrators, the grievants may submit such grievance in writing to the Superintendent/designee directly, and the processing of such grievance shall be commence at Step 2.
4. Both parties agree that grievance proceeding will be kept confidential at all levels.
5. Documents, communications, and records initiated during and related to the processing of a grievance shall be filed in a separate grievance file.
6. A grievance may be withdrawn at any level without prejudice or record.

7. No reprisals of any kind shall be taken against the unit member(s) involved in the grievance procedure.

ARTICLE VI PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an administrator shall be the concern of and warrant review and appropriate action of the Board only:
 1. As it may prevent the administrator from performing his/her assigned functions during school duty hours;
 2. As it may be in violation of local, state, national or common law.
- B. Each administrator will be entitled to full rights of citizenship, and no religious or political activities of any such administrator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such person provided they do not affect his/her performance.

ARTICLE VII EVALUATION

- A. The Board agrees to consult with the Association prior to any change in the administrators' evaluation instrument. Evaluation procedure shall be consistent with the terms and conditions set forth in COMAR, Title 13A, Subtitle 07, Chapter 04, Evaluation of Professionally Certificated Personnel and in the Education Reform Act. The Superintendent and/or his/her designee shall inform administrators and the HCAA president within thirty (30) days after receipt of any changes in state and /or local certification policies.
- B. Administrators shall have the right, upon request, to review the contents of their personnel file, in the presence of a human resources representative, and to receive copies at Board expense of any documents contained therein which are not available from the original source or which the administrator had not previously received. An administrator shall be entitled to have a representative(s) accompany him/her during such review.
- C. No material derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. He/she will also have the right to submit a written answer to such material and his/her answer will be reviewed by the appropriate administrator and attached to the file copy.
- D. Any written complaints regarding an administrator made to any member of the administration by any parent, student or other person, which are used in any manner in the evaluation process shall be promptly investigated, if necessary, and called to his/her attention if the complaint is investigated.

- E. With the exception of leadership interns, administrators shall be given a copy of any evaluation report prepared by their evaluators by June 30. No such report will be submitted to the Office of Human Resources of the Department of Education, placed in the administrator's file or otherwise acted upon without a prior conference with the administrator if requested.

Leadership interns will be evaluated at least annually. Leadership interns shall be given a copy of any year-end evaluation on or before the end of the school year.

- F. Any derogatory material or information not previously made known to and discussed with the administrator shall not be deemed valid in the evaluation of said administrator

ARTICLE VIII PROMOTIONS AND TRANSFERS

- A. Promotions – The Board will provide notice on an annual basis of promotion policies and procedures. All vacancies in positions covered by this Agreement shall be advertised throughout the school system and shall set forth the application procedures and the deadline date for submission of the application. All applicants will receive consideration.
- B. Voluntary Transfers – a voluntary request by an administrator for a change in assignment.
 1. Administrators who desire to transfer to another building may file a written statement by February 15 of such desire with the Superintendent or his/her designee, who shall notify the immediate supervisor of such request.
 2. If the administrator's request for transfer is denied, he/she will, upon request, receive a written explanation of the reasons from the Superintendent or his/her designee.
 3. An applicant for transfer shall assume that he/she will continue in his/her present position until such time as he/she is notified, in writing, that his/her transfer has been granted; said notification shall be from the Superintendent or his/her designee.
 4. Voluntary transfers for administrators for the ensuing year will not be processed after August 1, except for extenuating reasons.
 5. An administrator must accept the voluntary transfer after July 1 unless the request is withdrawn, in writing, prior to July 1.
 6. If an administrator's request for a voluntary transfer has been granted, the Board will be under no obligation to consider a subsequent request for transfer by said administrator for one (1) year from the effective date of transfer, except under extenuating circumstances.
- C. Involuntary Transfers- an involuntary change in an administrator's assignment to a different school(s) due to student enrollment, program, or redistricting changes, or

other reasons as determined by the Superintendent or his/her designee.

1. Procedures

- a. Notice of transfer for the following school year shall be given to the administrators when possible no later than June 1.

In cases of transfer after July 1, notice of transfer shall be given as soon as possible but not less than fifteen (15) school days prior to the date of change.

- b. An involuntary transfer will be made only after a meeting between the administrator involved and the appropriate supervisor, at which time the administrator will be notified in writing, upon request, of the reason or reasons. In the event that an administrator objects to the transfer at this meeting, upon his/her request the Superintendent or his/her representative will meet with him/her.

2. Notice

- a. The Superintendent/designee will consider the following the determining involuntary transfers:

- 1) The number of times an administrator has been involuntarily transferred and how recently the involuntary transfers were made.
- 2) Other relevant factors, including among other things, state and/or federal laws, rules, regulations, or administrative directives.

An administrator temporarily filling a vacancy at a higher grade by written appointment of the Superintendent for more than **10** consecutive work days shall be named “acting” and receive prorated compensation and leave for that position retroactive to the first day of the assignment

- b. With the exception of leadership interns, an administrator who is involuntarily transferred for other than performance and/or disciplinary reasons to a lower position on the salary scale shall receive their current salary for a one (1) year period.
- c. The Superintendent may involuntarily transfer administrators as the needs of schools require.
- d. *An administrator who is assigned to an “acting” position on a lower pay scale shall suffer no loss of salary.*
- e. *In order to support an administrator’s professional growth, prior to March 13 each year, the administrator will have the opportunity to complete (or will complete) an “administrative intent” form that outlines his/her career goals. If an involuntary transfer or reassignment is to occur, upon request, the Superintendent/designee will meet with the administrator to discuss the transfer. The administrator will have the right to union representation at this meeting.*

- f. When filling assistant principal (AP) or athletics and activities manager (AAM) vacancies, the incumbent principal may provide written input to the Superintendent/designee no later than March 1 each year. 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/designee.*
- g. An administrator who is promoted to a higher-level position shall be placed on a salary step that provides an increase of no less than 4% over their current (annualized) salary unless such salary exceeds the top step of the new position.*
- h. Upon request, an administrator not chosen for a position for which they were interviewed will receive feedback from Human Resources' staff or the chairperson of the interview committee as to why he/she was not chosen for the position.*

ARTICLE IX ASSIGNMENT AND REASSIGNMENT

- A. All administrators will be given electronic access to their salary schedules, building assignments, sick leave, annual leave, and personal leave accumulated for the forthcoming year no later than July 30, except in cases of emergency.
- B. Reassignment – a change in assignment during the school year.
 - 1. Notice of reassignment shall be given to the administrator when possible at least ten (10) days prior to the date of change in August and September and twenty (20) days prior to the date of change during the remainder of the year.
 - 2. Reassignment will be made only after a meeting between the administrator involved and the appropriate supervisor, at which time the administrator will be notified in writing, upon request, of the reason or reasons. In the event that an administrator objects to the reassignment at this meeting, upon his/her request, the Superintendent or his/her representative will meet with him/her.

ARTICLE X PROTECTION OF ADMINISTRATORS

- A. Any administrator threatened with physical abuse or who is physically abused in connection with his/her employment shall immediately report the incident in writing to his/her immediate supervisor. Incidents involving verbal abuse shall be reported in a similar manner. The administrator may request a conference with the Superintendent or his/her representative to discuss such an incident or the corrective action taken.

- B. The parties agree that they shall give support to the discipline procedures and policies of the Board and the items related to student discipline in this Agreement. The administration and administrators recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently with our favoritism due to race, creed, color or gender.
- C. Whenever an administrator is absent from school as a result of compensable personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a period to exceed 90 days with no loss of fringe benefits, and no part of such absence will be charged to his/her annual or accumulated sick leave. The parties acknowledge that payment of workers' compensation leave under this section fully satisfies the Board's obligation to pay temporary total disability benefits under workers' compensation law, so no duplication of benefits may occur. If a workers' compensation award is made which does cover time lost during the aforementioned 90 day period, the employee will not be entitled to that award, and shall endorse it over to the Board.
- If during the 90 day period the employee was granted leave from the sick bank, and it is subsequently determined that the employee was absent as a result of a compensable personal injury, the Board shall restore any used sick bank leave occurring during the aforementioned 90 day period. An employee shall not be permitted to use time granted by the HCAA Sick Leave Bank during the period he/she is being paid temporary disability under the workers' compensation law.
- The Board will reimburse administrators for the cost of medical, surgical, or hospital services (as covered under workers' compensation insurance) incurred as the result of any injury sustained in the course of his/her employment.
- D. Administrators will carry out their responsibilities related to the safety and welfare of staff and students during any emergency. Administrators may be asked to scan school system property for suspicious articles. The Board will provide emergency preparedness training on an annual basis to administrators.
- E. In the case of an assault on an administrator, by a student or a nonstudent, on school property, causing damage or loss to his/her personal property—such as clothing—the Board shall make an equitable financial adjustment with the administrator for personal property losses not otherwise covered by insurance or restitution.
- F. The Board shall provide, at the administrator's request, legal counsel to defend the administrator in an action arising out of an assault on an administrator in the course of the administrator's professional duties or arising out of any disciplinary action taken by an administrator in accordance with the disciplinary policy of the county. The administrator will be protected by the Board liability coverage and will be provided the legal assistance for his/her defense and will be fully indemnified against any monetary judgement or fine levied against him/her by a court or administrative body in accordance with Board insurance provisions and state law.
- G. In any suit or claim brought against an administrator as a result of intervention in any fight or physical struggle which takes place in any school building, on school grounds, or at any approved school activity or function where the administrator is acting in his/her capacity between or among students or any other persons, the Board shall

provide legal counsel for the unit member and shall save him/her harmless from any award or decree against him/her in accordance with state law.

- Administrators shall not be required to discuss student problems with parents on sites other than school system property without being accompanied by central office personnel, if requested by the administrator.
- H. When any administrator gives notice to the appropriate school system official that another individual is engaging in a course of conduct against the administrator, arising from the administrators' performance of his/her duties and responsibilities, which the administrator reasonably believes to be in violation of Article 3-803 (Harassment) or Article 26-101 (a), (b), or (c) (Disturbance or threats), of the Annotated Code of Maryland, the school system will take reasonable and appropriate actions designed to protect the employee and prevent the continuation of the offensive conduct.

ARTICLE XI LIMIT OF DUTIES

- A. Administrators will carry out such duties that are deemed necessary for the proper operation and function of the school provided that every effort will be made by the Board to provide assistance to perform nonprofessional assignments at all school levels.
- B. Assistant Principals and Principals may request an administrative substitute for approved leave through the Office of School Administration.
- C. Administrators will not be required to perform custodial duties.
- D. Administrators will not be required to deliver books, equipment, or any heavy or bulky teaching materials to classrooms. Athletics and activities managers will ensure that equipment for athletics and activities is transported to the appropriate areas.
- E. Administrators will not be required to drive pupils to activities which take place away from the school building.
- F. Administrators shall not be required to obtain substitutes unless the office of Temporary Services has been unable to do so.

ARTICLE XII REIMBURSEMENT

- A. Administrators who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all work-related travel in excess of their normal daily commute to their home/office in accordance with IRS regulations and the HCPSS Employee Expense Reimbursement Manual. The Board will share the process for reimbursement with all HCAA members each July.
- B. Administrators will be reimbursed for the use of their cell phone for work –connected business per the school system procedure for the rate of call. Administrators with

BOE-issued phones will not be eligible for such reimbursement. The Board will share the process for reimbursement with all HCAA members each September.

- C. Administrators earning graduate or undergraduate college credit or approved staff development courses taken for credit toward certification or professional development shall be reimbursed for tuition costs by the Board. With the exception of leadership interns the rate of reimbursement is up to \$300 per credit for graduate credits with no limit per year as well as a rate of up to \$155 per credit for undergraduate credit hours, if the course is a Maryland State Department of Education certificated area. An administrator is eligible to be reimbursed for a maximum of 12 credits total during his/her first five years as an administrator in HCPSS. Beginning with their sixth year as an administrator in HCPSS, an administrator will be eligible for an additional 12 credits of reimbursement, for a maximum reimbursement of 24 credits. Administrators may use unused undergraduate and graduate credit hours to renew teaching certificates.

Tuition reimbursement for leadership interns will be consistent with provisions that cover other 10-month certificated staff.

If the cost of such tuition is less than the specified fiscal year amount per credit, the Board shall reimburse administrators for the full cost of said tuition. Documentation must be submitted within sixty (60) days of the end of the course. Reimbursement shall be made only upon written request by the administrator who shall provide an official grade report or official transcript indicating a grade of “B” or better along with proof of cost and proof of payment.

If directed by the Superintendent/designee to obtain additional certification endorsements, the Board will provide additional reimbursement for tuition at the rate set forth in paragraph C after the reimbursement provisions of that paragraph have been exhausted.

- D. The Board will continue to allocate professional development/learning funds to pay the expenses of administrators to attend approved professional meetings, join approved professional education organizations, take professional graduate courses (for those who have exhausted Reimbursement under Article XI, Section C) and /or participate in licensed professional coaching. With the exception of leadership interns, the Board will allocate \$600 per administrator per year. The allocation for leadership interns will be \$300 per year. The administrator will also receive salary during this time. These days shall not be deducted from sick or personal leave.

For FY18 any unused professional development/learning funds, up to a maximum of \$25,000, shall be carried over to the following fiscal year and be available for these purposes. During FY19 negotiations, the parties shall enter into negotiations regarding the maximum amount to be carried over during subsequent fiscal years.

- E. Previously accumulated sick leave days will be restored to all administrators who return to Howard County.

ARTICLE XIII LEAVE

A. Sick Leave

Administrators shall earn and be credited sick leave at the rate of one (1) work day per month, the annual total of which shall be available after the first day of duty. Administrators must request and use sick leave beginning with one (1) full hour increment and then in increments of one-half (0.5) hour.

The total unused portion of the annual sick leave allowance shall be permitted to accumulate to an unlimited amount.

All administrators may use their accumulated sick leave as of the first day of the duty year, even though they have not been able to report for duty on that day, provided the administrator presents evidence of personal illness.

Administrators shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability under all Board policies, and the administrator must return to work as soon as physically able, unless the administrator resigns or requests a leave of absence.

Leave for disabilities caused by personal illness or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, shall be treated as a temporary disability for all job-related purposes. Accumulated sick leave shall be available for use during such periods of the disability as certified by a physician/caregiver. Appropriate medical statements to verify need and appropriate leave request forms must be completed and sent to the Office of Human Resources.

B. Annual Leave

Annual leave must be planned to give the best practical continuous coverage of schools and departments. All twelve-month employees will receive 20 days of annual leave. Administrators must request and use annual leave beginning with one (1) full hour increment and then in increments of one-half (0.5) hour.

Unused annual leave may be accumulated up to a maximum of 45 days. Each year, annual leave in excess of 45 days that is not used or forwarded shall be automatically transferred to an administrators' accumulated sick leave.

Administrators should attempt to use all annual leave before the effective date of employment termination; however, a lump sum settlement shall be made at the current salary rate of any unused annual leave, but not to exceed a maximum of forty-five (45) days or the maximum established by Board policy. In the event of an employee's death, such amount shall be paid to the employee's estate or designated beneficiary.

Eligible unit members may "cash out" up to four (4) days of annual leave to be deposited into the member's 403(b)/457 plan. The following conditions must be met in order to cash out annual leave.

- The member must have at least five (5) years of experience with HCPSS in a HCAA represented position, and
- Must have accrued a minimum of 266 hours (38 days) of annual leave, and
- Must agree that at the time of separation from employment with HCPSS, the member's annual leave balance will be reduced by the number of days previously "cashed out" before a payout is made in accordance with Article XIII, and
- *Cash out requests will only be processed between July 1 and August 30 of each year.*

12 month employees employed as of July 1, 2020 will receive 1 additional day of annual leave in FY21.

C. Bereavement Leave

An employee shall be granted five (5) consecutive duty days of absence without the loss of salary for a death in the immediate family. Immediate family shall include child, parent, brother, sister, husband, wife, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-child, step-parent, step-brother, step-sister, grandparent of spouse/domestic partner, biological parent of the employee's child, or of anyone who has lived regularly in the household of the employee for at least two (2) years within the last five (5) years.

Upon the death of an uncle, aunt, niece or nephew the employee will be granted two (2) consecutive duty days of absence at any one time without the loss of salary.

One day of the allowable bereavement leave may be used within 90 work days of the relative's death to attend a memorial service. The 90 day time limit may be waived by the Office of Human Resources on a case-by-case basis.

D. Leave Without Pay, Personal Illness, or Family Illness

On the Superintendent's recommendation, the Board of Education may grant a leave of absence without pay to an administrator when that administrator or a member of his/her immediate family (son, daughter, husband, wife, validated same-sex domestic partner, mother, and father) is ill. The leave shall be for a definite period such as a semester or school year, and shall not exceed one (1) year. Appropriate medical statements and leave request forms must be completed and sent to the Office of Human Resources to verify need.

E. Leave for Illness in the Immediate Family

A leave of absence for up to one year may be granted to an administrator to care for sick member of his/her immediate family (son, daughter, husband, wife, validated same-sex domestic partner, mother, and father). Administrators may use up to forty (40) sick days and any accrued personal or annual leave if appropriate. Appropriate medical statements to verify need and appropriate leave request forms must be completed and sent to the Office of Human Resources to verify the need.

F. Personal leave

Four (4) days of leave per year, with no loss of pay, shall be available to each administrator for personal use. Unused personal leave days may be accumulated up to five (5) days, with only four (4) days to be used consecutively. Any days in excess of five (5) shall be transferred to annual sick leave.

An administrator must request and use personal leave beginning with one (1) full hour increment and then in increments of one-half (0.5) hour. The administrator shall not be required to give the reason for taking personal leave but, except in cases of emergency, must notify the appropriate supervisor of his/her intention 24 hours in advance.

Personal leave may not be used solely to extend holidays and/or vacation periods. Personal leave may be granted by the Superintendent/designee during these periods provided that the request is made in writing at least ten (10) school days in advance.

Misuse of leave shall result in deduction of full pay.

G. Legal Proceedings

An administrator shall be granted leave with no loss of pay for appearances in any legal proceedings connected with his/her employment with the school system and for court subpoena when the administrator is called as a witness, provided such appearances are not related to:

1. any suit or litigation brought by the employee against the Board or its employees or
2. any criminal charges brought against the employee or
3. any non-work related civil or administrative proceedings wherein the employee or a member of the employee's immediate family is a party to the proceedings.

An administrator called for jury duty shall notify his/her supervisor of his/her plans for such service as early as possible and shall receive full pay and fringe benefits in addition to remuneration for jury duty.

H. Military Service

Requests for leave for military service should be submitted to the Office of Human Resources and will be approved in compliance with The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

Eligible employees will also receive up to 15 days of paid leave per year for military training.

I. Study Leave

An administrator may be granted a leave of absence without pay for up to one (1) year

for study. Additional leave may be granted at the discretion of the Board.

J. Adoption Leave

Administrators may request a leave to adopt a child. Adoption leave will commence prior to the adoption to fulfill the requirements of the adoption, at the birth of the child, or upon receiving custody of the child. Except in cases of emergency, such notice shall be given at least thirty (30) days prior to the day on which the leave is to begin.

An administrator granted adoption leave may elect to use any accrued annual leave and/or personal leave before entering leave without pay status. Any additional leave must be granted by the Superintendent/designee. Appropriate medical statements/adoption documents to verify need and appropriate leave request forms must be completed and sent to the Office of Human Resources.

K. Child Rearing Leave

Administrators, at their request, shall normally be granted a leave of absence for child rearing, without pay, for such a period of time as the administrator requests, but not to exceed (3) years. Any such request in excess of twelve (12) weeks must be planned to conclude at the end of a school year. Applications for such leave shall be made as soon as possible, but normally at least thirty (30) days prior to the effective date.

L. Political Leave

The Board may grant a leave of absence without pay to any administrator to campaign for public office or to campaign for a candidate for public office. Leave will be granted for a minimum of one (1) semester.

M. Other Leave

Other leaves may be granted at the discretion of the Board of Education.

The following are generally applicable to all extended leaves unless elsewhere excluded in this agreement:

1. Upon return from leave granted, an administrator shall be restored to his/her former position or to a position of like nature and status and will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
2. Other benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his /her return; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or to the first available position for which he/she is certificated.
3. All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing, and the Superintendent/designee will make a written response to all such requests.

4. Leaves taken under L and M of this section shall be planned to commence and terminate at the beginning of the fall semester. Said leaves shall be requested no later than July 15.
5. Nothing contained herein shall prevent an administrator on leave without pay from being a substitute in the Howard County School System while on such leave.
6. Administrators whose leave expires must notify the Office of Human Resources by March 1st, in writing, regarding their intention to return from the expired leave. Failure to do so will be construed as a lack of interest in employment.
7. No more than three consecutive years of long term leave pursuant to Section K of this Article, or leave pursuant to Section K in combination with Sections E, I, J and /or L will be permitted. At least one full academic year must be worked.

ARTICLE XIV

WORKING HOURS, WORK LOAD, AND WORKING CONDITIONS

- A. Administrators shall have appropriate routine starting and dismissal times. Principals will work with athletics and activities managers to determine daily starting and dismissal times appropriate for providing supervision for school events beyond the school day. If mutual agreement cannot be reached, the principal will determine appropriate starting and dismissal times.

In regard to delayed openings and/or early dismissal days, the workday of administrators will begin and end in accordance with any applicable policies and/or administrative directive of the Board and/or Superintendent/designee.

In the event schools are closed due to inclement weather when central office is open, unit members may choose one of the following options:

1. Report to work in accordance with announced administrative directives;
2. Use personal or annual leave without prior approval;
3. Request permission from supervisor to telework if appropriate resources and technology to complete sufficient and appropriate work at an alternative site are available.
4. Use other appropriate leave not related to the weather emergency in accordance with provisions in this Agreement.

- B. All school-based principals, and assistant principals, and Athletics & Activities Managers will work twelve months. All twelve-month administrators will work every day the central office is open; except, those assigned to schools will have winter and spring breaks the same as ten-month employees.

Leadership interns will work the ten-month teacher work year (195 days) plus an

additional five (5) days during the summer. The Office of School Administration shall determine the scheduling of the five days after consultation with the leadership intern and the principal. Leadership interns shall be compensated for the five (5) at their current of per diem rate pay.

- C. Administrators shall have a 30-minute, duty-free lunch period. Administrators shall not be required to stay in their building during the duty-free lunch period. Administrators should notify the school office before leaving and upon returning. In an emergency, it is understood that a principal may limit the number of administrators who may leave at any one time.
- D. Both the Board and the Association recognize the important contribution of PTA and PTSA organizations to the school system and encourage participation by administrators in their activities.
- E. Unless provided free publicly, all medical examinations and tests required for employment in the Howard County School System shall be paid by the Board.
- F. The Board will make every effort to ensure that well-maintained and appropriate offices and office areas are provided.

ARTICLE XV Salary Scales

SCHOOL-BASED AND CENTRAL OFFICE ADMINISTRATORS					
SALARY SCALE					
FISCAL YEAR 2021 Effective August 13, 2020					
Step	Salary	Salary	Salary	Salary	Salary
1	\$77,831	\$85,120	\$93,540	\$97,311	\$105,490
2	\$81,331	\$89,120	\$97,040	\$100,811	\$108,990
3	\$85,131	\$93,120	\$100,840	\$104,611	\$112,790
4	\$88,931	\$97,120	\$104,640	\$108,411	\$116,590
5	\$92,731	\$101,120	\$108,440	\$112,211	\$120,390
6	\$96,531	\$105,120	\$112,240	\$116,011	\$124,190
7	\$100,331	\$109,120	\$116,040	\$119,811	\$127,990
8	\$104,131	\$113,120	\$119,840	\$123,611	\$131,790
9	\$107,931	\$117,120	\$123,640	\$127,411	\$135,590
10	\$111,731	\$121,120	\$127,440	\$131,211	\$139,390
11	\$115,531	\$125,120	\$131,240	\$135,011	\$143,190
12	\$119,331	\$129,120	\$135,040	\$138,811	\$146,990
13	\$123,131	\$133,120	\$138,840	\$142,611	\$150,790
14	\$126,931	\$137,120	\$142,640	\$146,411	\$154,590
15	\$130,731	\$141,120	\$146,440	\$150,211	\$158,390
16	\$134,531	\$145,120	\$150,240	\$154,011	\$162,190
17	\$138,331	\$149,120	\$154,040	\$157,811	\$165,990
Over 17	\$139,714	\$150,611	\$155,580	\$159,389	\$167,650
	AAM High School	Asst. Principal Elementary School Middle School Cedar Lane Facilitator Central Office I	Asst. Principal High School Homewood Coordinator Central Office II	Principal Elementary School Middle School Cedar Lane	Principal High School Homewood

With the exception of leadership interns, administrators holding an earned doctorate degree shall receive an additional salary of \$3,000.

1. Administrators hired on or after April 1 shall not be eligible for any increment negotiated for the subsequent fiscal year.
2. Administrators successfully completing the National Board for Professional Teaching Standards (NBPTS) Nation Board Certification for Principals shall receive a supplement of \$2,000 each year provided that:
 - i. Their National Board Certification for Principals remains in good standing.
 - ii. They are assigned to a school-based principal or assistant principal position.
3. All administrators, except leadership interns, shall become eligible to receive a \$1,000 stipend upon completion of ten (10) consecutive years of service in the same position within this bargaining unit provided the administrator is evaluated as satisfactory or higher during each of those years in that position. Those administrators who continue in the same position within the bargaining unit shall become eligible to receive a \$1,000 longevity stipend every five (5) years thereafter provided the administrator is evaluated as satisfactory or higher during each of those years in that position.

Leadership Intern			
Salary Scale			
Fiscal Year 2021			
Effective July 1, 2020			
Step/Grade	Masters Degree	Masters Degree +30	Doctorate Degree
4	\$57,909	\$59,642	\$61,374
5	\$59,884	\$61,617	\$63,349
6	\$61,859	\$63,592	\$65,324
7	\$63,834	\$65,567	\$67,299
8	\$65,809	\$67,542	\$69,274
9	\$67,784	\$69,517	\$71,249
10	\$69,759	\$71,492	\$73,224
11	\$71,734	\$73,467	\$75,199
12	\$73,709	\$75,442	\$77,174
13	\$75,684	\$77,417	\$79,149
14	\$77,659	\$79,392	\$81,124
15	\$79,634	\$81,367	\$83,099
16	\$81,609	\$83,342	\$85,074
17	\$83,584	\$85,317	\$87,049
18	\$85,559	\$87,292	\$89,024
19	\$87,534	\$89,267	\$90,999
20	\$89,509	\$91,242	\$92,974
21	\$91,484	\$93,217	\$94,949
22	\$93,459	\$95,192	\$96,924
23	\$95,434	\$97,167	\$98,899
24	\$97,409	\$99,142	\$100,874
25	\$101,409	\$103,142	\$104,874
Over 25	\$101,409	\$103,142	\$104,874

A. Leadership interns will receive an additional salary of \$3,000.

ARTICLE XVI
DEDUCTIONS IN SALARY

- A. Payroll deductions will be available at the request of the individual administrator for:
1. Credit Union
 2. Educators' Financial Group
 3. Hospitalization, Health, Major Medical
 4. MD State Retirement and Pension System
 5. Tax sheltered annuities as established by the Board of Education based on criteria developed by the Board of Education.
 6. United Teachers Association Insurance
 7. United Way (Including Bright Minds Foundation)
 8. Voluntary Benefits
 9. Howard County Administrators' Association dues. HCAA will certify to the Board in writing the current rate of membership dues. The Association will give the board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
- B. The Board agrees to deduct charitable contributions from administrators' salaries only when the administrator has duly authorized such deduction and has voluntarily determined the amount of such a contribution. No individual quotas will be established. Administrators shall not be pressured to give to charities.

ARTICLE XVII
SICK LEAVE BANK

- A. Administrators on active duty in Howard County are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of personal illness, injury, or quarantine which are not only prolonged but are also catastrophic and incapacitating and which are not likely to permanently disable the administrator.
- B. The contribution on the appropriate form will be authorized by the administrator and continued from year to year until canceled in writing by the administrator. Cancellation, on the proper form, may be elected at any time, and the administrator shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the administrator effects cancellation.
- C. Annual rates of contribution shall be a maximum of three (3) days per year as determined by the Association and certified to the Superintendent prior to July 1 of each year.

- D. Administrators must use all accumulated sick leave; *if available 15 days of annual leave and all but two (2)* before receiving leave from the bank. Administrators requesting more the five (5) consecutive days from the sick leave bank must have applied for and been granted a leave of absence by the Office of Human Resources before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- E. A four-member approval committee, comprised of three members appointed by the President of the Association, and one Superintendent appointed representative, shall have the responsibility of receiving requests, verifying the validity of request, recommending approval or denial of the requests, and communicating its decision to the member and the Superintendent/designee. The Committee shall develop its rules of procedure, and submit them to the Superintendent for approval. Approved procedures shall be distributed and posted on the HCPSS website to all enrolled employees annually, not later than October 1.
- If an application is denied, the Committee's decision may be appealed to the balanced joint committee of HCAA and HCPSS by submitting a letter to the HCAA President within fifteen (15) calendar days after notification. The decision by the joint committee shall be final and binding.
- F. The Payroll Department shall verify that all accumulated sick; *if available 15 days of annual leave and all but two (2)* days of personal leave is exhausted. Upon notification of approval by the Committee, Payroll shall credit the affected employee with the number of days granted.
- G. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year. If further sick bank grants are desired, a new request must be submitted and approved in accordance with this Article.
- H. If an administrator does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.
- I. The Association shall provide the Superintendent with an annual Sick Bank Report by August 31 of each year detailing the beginning balance of the sick bank, additions to the sick bank, deductions from the sick bank, and ending balance of the sick bank as of June 30 of each year.
- J. Upon Board or Superintendent request, the Association will provide access to its sick bank records to the Board or Superintendent/Designee.

ARTICLE XVIII INSURANCE PROTECTION

A. Life Insurance

The Board shall pay the full cost for group term life insurance protection equal to a administrator's base salary (to the nearest thousand), with a minimum of ten thousand dollars (\$10,000) to be paid to the administrator's designated beneficiary upon death and, in the event of accidental death, a sum not less than two (2) times that amount.

B. Medical, Dental and Vision Insurance

For administrators with a start date on or before June 30, 2011, the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan for each employee and covered eligible dependents(s), including same sex domestic partners.

For administrators with a start date on or after July 1, 2011, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan for each employee and eligible dependent(s), including same-sex domestic partners.

The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board's discretion.

The Board will establish a committee, to include representation from all bargaining units, to provide input on the HCPSS health benefits program. See Appendix A Benefits Advisory Committee.

C. Medical, Dental, and Vision Program

1. Administrator Election of Benefits

- a. Each year during open enrollment as established by the Board, each administrator will be required to make an election regarding participating in benefits.
- b. This election will be irrevocable for the Plan Year.

2. Administrator Selection of Optional Benefits

- a. If an administrator elects to participate or becomes eligible to participate in benefits, he/she must select among the optional benefits offered. These benefits include:
 - (1) Medical Plan(s)
 - (2) Dental Plan(s)
 - (3) Vision Care Plan(s)

- (4) Flexible Spending Accounts, including:
 - a. Dependent Care Account
 - b. Health Care Spending Account

- (5) Benefit Dollars (pro-rated for part-time employees).

Information on health, dental, and/or vision plans will be made available to eligible administrators during the Open Enrollment Period.

- b. The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the administrator has a change in family status (e.g., marriage, divorce, death of spouse or same-sex domestic partner, or child, birth or adoption of child, or termination of employment of spouse or same sex domestic partner).
- c. Each open enrollment period as established by the Board, administrators electing or eligible to participate will be given the opportunity to change the benefits they have selected. Each year administrators will be informed of any changes in benefits. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.
- d. Each Medical Plan alternative will have a specified number of “benefit credits” associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or administrator contributions for medical coverage) or contribute to the Dependent Care Account or Health Care Spending Account.
- e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a “price tag” or cost to an administrator if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured’s benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with employees choosing to contribute any amount within the plan limits. Administrators may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the administrator must make up the difference through administrator contributions. All contributions to benefits will be on a pretax basis. This means that federal and state income taxes will not be withheld on administrator contributions nor will these contributions be included in an administrator’s gross wages as reported on a W-2 form. FICA tax will not be withheld. Administrator contributions will be included in the annual salary for retirement and life insurance purposes.
- f. Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse an administrator for expenses actually incurred during the Plan

Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.

- g. The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.
- h. Administrators may elect to receive their unused benefit dollars in cash which will be added to their regular pay check. If the administrator elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i. Total administrator contributions to the Dependent Care Account and/or Health Care Spending Account will all be prorated on a per-pay basis.
- j. Administrators hired during the Plan Year will make their selection in advance of becoming eligible for benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage).
- k. Employees with at least 15 years of cumulative service with HCPSS, are retiring with the Maryland State Retirement Pension System, and are enrolled in one of the school system's medical, prescription, dental, and/or vision plans for at least one full year immediately prior to retirement date, are eligible for a Board contribution towards the cost of retiree coverage in accordance with the HCPSS Benefits Enrollment Guide for Retirees.

**ARTICLE XIX
FINAL
AGREEMENT**

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2022 with reopeners on two (2) language items in 2020-21 and all language items in 2021-22. Salary scales for 2021-22 will be calculated based on the highest overall percentage increase (“me-too”) provided to a HCPSS bargaining unit for that fiscal year.

The Board and the Association agree that with the exceptions of the Articles stated above, all negotiable items have been discussed during negotiations leading to this agreement. During the term of this agreement, neither party will be required to negotiate with respect to any matter, with the exception of the Articles stated above whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement.

On or before January 6, the Association and the Board will reopen negotiations for the 2022-23 school year unless a later date is mutually acceptable to both parties.

In witness whereof, the parties hereunto set their hands and seals this 25th day of June 2020.

HOWARD COUNTY BOARD OF EDUCATION By:

(Chairperson)

(Superintendent)

HOWARD COUNTY ADMINISTRATORS ASSOCIATION By:

(President)

(First Vice-President)

APPENDIX A BENEFITS ADVISORY COMMITTEE

The Board agrees to establish a Benefits Advisory Committee to provide recommendations into maintaining quality and affordable benefits. It is understood that the recommendations of the committee do not constitute negotiations and are only advisory

The focus of the committee shall be to:

- A. Make recommendations on cost containment strategies;
- B. Study, discuss and recommend possible plan design changes and rate setting;
- C. Develop strategies to educate employees regarding benefit plans;
- D. Make recommendations on the insurance fund balance/reserve;
- E. Make recommendations on the HCPSS budget mark for funding employee benefits;
- F. Evaluate insurance vendor bids;
- G. Participate in benefit bid process;
- H. Review monthly reports of claims data s compared to the projection of costs to be aware of the trends.

The Benefits Advisory Committee will be provided with full access, within HIPAA guidelines, to plan utilization and vendor performance, outcome and cost data, including vendor contracts, to facilitate their work towards increasing market transparency and reducing costs.

The Benefits Advisory Committee will meet at least six (6) times per year. The committee will report to the Chief Business and Technology Officer on its work as needed. A copy of their report(s) will be forwarded to the Association/Union president for possible use in negotiations.

The composition of the committee will include up to three (3) representatives appointed by and representing the Board, one (1) representative from each bargaining unit within the Association/Union (e.g., HCEA-Certificated and HCEA-ESP) appointed by the President who is a current employee or the president may appointment himself/herself, one (1) representative from each of the other employee groups appointed by their president or the president may appoint himself/herself, and one (1) person representing the retired employees' association.

The Association/Union representative appointed to the committee shall be released from his/her duties, if necessary, for meetings of the committee without loss of salary whenever such meetings are held during the duty day.

Once appointed, the Committee will elect a chairperson and vice chairperson from the employee/retiree representatives group. The committee shall develop operational procedures to assist them in their work, which may include subject matter experts, to support the focus of the committee as indicated above.