



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 Association of Supervisors and Administrators (HCASA) representing employees covered under the certificated and non-certificated HCASA bargaining units. The County Board and Association will be referred to collectively as "Parties."

The Parties have met and conferred regarding the bargaining composition of the certificated and non-certificated units of HCASA. It is therefore agreed that the following positions formerly assigned to the Administrators, Managers, and Technical unit will be included within the certificated unit:

- Directors Certificated
- Assistant Directors/Coordinators Certificated
- Managers/Officers Certificated

It is further agreed that the following positions formerly assigned to the Administrators, Managers, and Technical (AMT) unit will be included within the non-certificated unit:

- Directors Non-Certificated, to include Controller
- Assistant Directors/Coordinators Non-Certificated
- Managers/Officers Non-Certificated

The transition of the above-referenced employees will be effective on the date of this memorandum. The terms of this MOU are:

- Any employee currently receiving a car allowance will be able to retain their car allowance until the conclusion of the 2023-2024 school year.
- There will be no salary implications for the 2023-2024 school year. Employees transitioning into the unit will maintain their salary awarded to them on July 1, 2023, while in the AMT unit.
- Employees transitioning into the unit will be placed on the appropriate salary schedule, grade, and step in the 2024-2025 school year.
- The Board will confer with HCASA regarding supervisory positions prior to advertising a vacancy or the placement in the AMT unit.
- Employees transitioning into a bargaining unit should utilize professional development funds allotted in their departmental/divisional budget prior to making a request from the bargaining unit.
- The Parties will meet prior to the school year to determine which employee(s) will be confidential/suspended due to their participation in collective bargaining.
 - o Confidential/suspended employees are eligible to participate in sick leave bank, professional development, tuition reimbursement, etc.
 - Confidential/suspended employees are NOT permitted to join the union, pay dues, or receive Union representation in the grievance process while in a confidential/suspended status.
 - O Confidential/suspended employees will remain confidential/suspended for the duration of the contract that they were a participant in negotiations. For instance, if a

- confidential/suspended employee participated in a full contract opener of a contract that resulted in a two-year agreement, he/she would remain confidential/suspended until the contract expired.
- o Confidential/suspended employees that participate in re-openers, partial re-openers, and/or MOUs pertaining to negotiations on behalf of the Board will be reviewed mutually by Parties to determine whether the employee should remain in a confidential/suspended status.

Parties agree that the transition of the above-referenced employee groups is in compliance with the Annotated Code of Maryland pertaining to Education, §6-401 and §6-501.

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

T. Michael Carson/Chief Negotiator

Date: 7/5/2023

Robert Motley, President

Date: 7/5/2023

Sharon Kramer, Executive Director

Sharon Krainer

Date: 7/5/2023