

Memorandum of Understanding

Between the

BOARD OF EDUCATION OF HOWARD COUNTY

and the

**HOWARD COUNTY HOME AND HOSPITAL
TEACHERS ASSOCIATION**

BEGINNING July 1, 2019

and

ENDING JUNE 30, 2020

**THE HOWARD COUNTY PUBLIC SCHOOL
SYSTEM Memorandum of Understanding
Howard County Home and Hospital Teachers
Association
July 1, 2019 - June 30, 2020**

I. Recognition

- A. The Howard County Public School System recognizes the Howard County Home and Hospital Teachers Association as the representative for all eligible Home and Hospital Teachers with regard to all matters associated with the meet and confer process.
- B. The written Memorandum of Understanding developed as part of the meet and confer process shall apply to all Home and Hospital Teachers.
- C. For the purpose of this Memorandum of Understanding, the term "teacher" when used hereafter shall refer to all Home and Hospital Teachers represented by the Howard County Home and Hospital Teachers Association. The term "Association" shall refer to the Howard County Home and Hospital Teachers Association; the term "School System" shall refer to the Howard County Public School System.

II. Collaboration

- A. At least once each school year semester representatives of Home and Hospital leadership will meet with representatives of the Home and Hospital Teachers' Association to collaboratively discuss matters of mutual interest or concern impacting Home and Hospital teachers that are not current matters of negotiation or grievance. The meeting will use collaborative problem-solving processes to arrive at mutually accepted and/or recommended resolution to the issues discussed.

III. Grievance Procedure

- A. General - The Superintendent of Schools and his/her designees are interested in providing for an orderly method for dealing with teacher grievances. Any grievance, which the teacher cannot resolve in an informal manner with his/her immediate supervisor, may be submitted through the grievance procedure. A grievance is any allegation by a teacher that there has been a violation or misapplication of the Memorandum of Understanding.
- B. Procedures - It is most desirable for a teacher 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 teacher may pursue one or more of the following steps (in sequence):
 - 1. Step I - The teacher must submit a written statement regarding the alleged

grievance to his/her immediate supervisor within seven (7) working days following the date of the occurrence (of the alleged grievance). The teacher's written statement must include:

- Name (and signature)
- Description of the grievance (including section of Memorandum of Understanding allegedly violated)
- Remedy sought

The immediate supervisor shall schedule a meeting with the teacher within seven (7) working days after receiving the written statement from the teacher. The immediate supervisor shall respond to the teacher in writing within ten (10) working days as to his/her disposition of the grievance. In the event that the teacher is not satisfied with the supervisor's response, he/she may appeal the decision by following the procedures set forth in Step II.

2. Step II- Within seven (7) working days of receipt of the supervisor's response (Step I), the teacher may appeal the immediate supervisor's decision to the Superintendent/designee. The appeal must be in writing. The Superintendent/designee shall arrange for a meeting with the teacher within seven (7) working days after receipt of the written appeal. The Superintendent/designee shall provide a written decision pursuant to the grievance within ten (10) working days after completion of the meeting. The decision rendered by the Superintendent/designee shall be final.

IV. Protection of Teachers

- A. Damage to the personal property of any teacher involved in a physical assault by a student shall be reimbursed by the School System for damages up to a reimbursement level established by the Superintendent/designee. The reimbursement will be provided only if not provided through the teacher's insurance or other sources of restitution.
- B. Teachers shall have the right, upon request, to review the contents of their personnel file, in the presence of a personnel officer, and to receive copies at School System expense of any documents contained therein which are not available from the original source or which the teacher had not previously received. A teacher shall be entitled to have a representative accompany him/her during such review.
- C. A teacher may be represented by the Association at any hearing or meeting involving disciplinary action to be taken against the teacher at that meeting.
 1. The teacher will be advised in advance of the meeting that disciplinary action is being considered.
 2. The teacher will be advised of his/her right to have Association representation at the meeting.
 3. The supervisor is not obligated to postpone the meeting with the teacher nor to

suggest or secure alternate representation if the individual Association representative requested is unavailable.

V. Reimbursement

- A. Teachers who may be required to use their own automobiles in the performance of their duties shall, at the beginning of each school year, have two choices to be reimbursed for travel:
 - 1. Reimbursement in accordance with the HCPSS Employee Expense Reimbursement Manual, or
 - 2. Reimbursement for actual business miles driven from the meeting place with the first student to the meeting place with the last student.
- B. Teachers who were compensated for working 200 or more hours as a Home and Hospital Teacher for HCPSS the previous fiscal year will be eligible for reimbursement for previously approved relevant college courses on the same basis as full time classroom teachers. The determination of eligibility will be made annually based on the teacher's current status as a Home and Hospital Teacher (must be assigned to at least one student) and the number of hours worked and paid the previous fiscal year.
- C. Teachers who were compensated for working 200 or more hours as a Home and Hospital Teacher for HCPSS the previous fiscal year will be eligible to enroll in HCPSS professional Learning and Continuing Professional Development (CPD) courses on the same basis and at the same cost as full time classroom teachers. Other Home and Hospital teachers will be permitted to enroll in such courses on a space-available basis and will pay the prescribed fee.

VI. Work Schedules and Working Conditions

- A. Schedules - Home teaching is a service provided during the school calendar year and follows the school calendar. With the approval of the coordinator, sessions can be scheduled during weekends and holidays. For emergency school closings (e.g. snow), teachers should use their own judgment.

Teachers will adhere to a regular schedule and spend the scheduled number of hours with each student. Any change in the number of hours a student is taught must be approved by the coordinator or designee. It is the responsibility of the teacher to inform the student of the number of hours of instruction the student is entitled each week.

- B. Cancellations - It is the responsibility of the teacher to inform the parent or guardian of the student if an instructional session has to be cancelled. Teachers will be reimbursed for all teaching hours scheduled if the teacher arrives and the student is not available at the teaching site for a scheduled teaching appointment. Teachers will be reimbursed for up to two scheduled hours when the scheduled appointment is cancelled by the student less than 24 hours prior to the scheduled meeting time. Teachers may reschedule another student in the student-cancelled block

of time. After two consecutive cancellations the teacher must notify the coordinator or designee of these student cancellations. Cancelled instructional time will not count toward paid planning hours.

- C. Signature Verification - The teacher must obtain the signature of an attending adult to validate the teaching session. However, the signature of an attending adult is not required if the teaching assignment takes place in a public facility. (e.g. school, library, community hall, etc.)
- D. Books and Materials - Books, course guides, and materials of instruction must be obtained from the student's home school. Supplemental materials may be available through the student's home school and through the coordinator's office. The teacher is responsible for returning all materials at the completion of the home teaching assignment.
- E. Grading - The teacher is required to report the student's grade immediately upon completion of the home teaching assignment. However, if the instructional time spent with the student is not sufficient to assign a grade, the teacher must so indicate on the appropriate form. The teacher must keep samples of the student's work (daily work, tests, quizzes, and exams) for review and validation purposes. Upon request, the teacher must complete a progress report or reports to document the student's academic progress.
- F. Termination of the Home Teaching Assignment - The teacher must notify the coordinator or designee immediately upon the conclusion of each assignment. It is the responsibility of the coordinator to inform designated contact persons of a student's release from home teaching.
- G. Confidentiality - Information and records on referred students should be shared with other school staff members on a need to know basis. Information and records on referred students shall not be shared with anyone outside the school system without written parental consent.

Relevant information (e.g., change in student's IEP, etc.) pertaining to the student should be provided to the teacher by the student's home school and/or PPW.

- H. Planning Time - Teachers will be paid for two (2) hours of planning time at the beginning of each assignment and one (1) hour of administrative time at the end of each assignment. Teachers will also be paid for one (1) hour of planning time for each three (3) hours of instruction.
- I. Online Training - Teachers will be paid three (3) hours at their regular rate of pay for completing mandatory online training (e.g. SafeSchools) modules.
- J. Teachers will be paid for one (1) hour of administrative time at the end of each of the first, second, or third grading period, for completion and recording of Grade Reports for any student with whom the teacher will be continuing to work.

- K. Teachers who have begun working during the current fiscal year are eligible for flu shots on the same basis as permanent employees.
- L. Teachers who were compensated for working at least 400 hours during the immediate past fiscal year and who are currently actively teaching are eligible to apply for summer school teaching on the same basis as full-time classroom teachers.

VII. Salary Schedules

**Fiscal Year
2019-2020**

H&H Teaching Experience	Non Certificated	Certificated
	FY20	FY20
0 to 10 years	\$30.47	\$34.67
11 to 15 years	\$36.77	\$42.04
16 to 20 years	\$39.94	\$46.24
20+ years	\$43.09	\$48.34

VIII. Liability Protection

The School System carries a comprehensive Liability policy that insures employees of the school system. Teachers are covered under this policy. Additionally, teachers are covered through the school system's Workers' Compensation Program for accidental injury while performing their assigned duties.

IX. Deductions from Salary

Teachers will be able to participate in tax-sheltered annuities as established by the Board of Education.

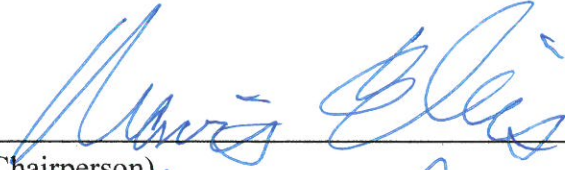
X. Duration

Unless otherwise provided herein, the provisions of this Memorandum of Understanding shall be effective as of July 1, 2019

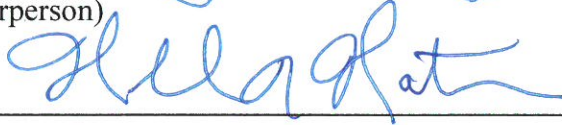
In witness whereof, the parties hereunto set their hands and seals this 13th day of June 2019.

BOARD OF EDUCATION OF HOWARD COUNTY

by:



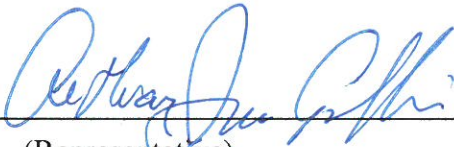
(Chairperson)



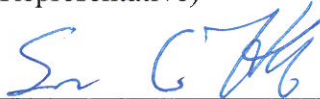
(Superintendent)

HOWARD COUNTY HOME AND HOSPITAL TEACHERS ASSOCIATION

by:



(Representative)



(Representative)