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830095  
x = 6/05

2600 workers

NEGOTIATED AGREEMENT

between

THE BOARD OF EDUCATION  
OF HARFORD COUNTY

and

THE HARFORD COUNTY  
EDUCATION ASSOCIATION

2003-2005



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NOTE: All items in this Negotiated Agreement requiring fiscal support will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budget for the school system. Errors in the publication of this agreement do not supercede the contents of the Negotiated Agreement between the Board of Education of Harford County and the Harford County Education Association.



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## **ARTICLE I**

### **Recognition**

In view of the certification of the Board of Education of Harford County, hereinafter referred to as the "Board," the Harford County Education Association, hereinafter referred to as the "Association," is recognized as the exclusive representative of the teachers of the school system and in accordance with Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland, representatives of the Board and the Association have negotiated this agreement. Teachers, as it appears in this agreement, shall include all persons in the teachers' unit; i.e., teachers, guidance counselors, psychologists, media specialists, occupational therapists, physical therapists, and speech and hearing clinicians. Superintendent, as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Harford County.

## **ARTICLE II**

### **Procedures**

- 2.1 The items of this agreement not requiring fiscal support, when duly ratified by the Association and the Board, shall be valid and binding following said final ratification. The items which require fiscal support shall likewise be valid and binding to the extent that sufficient funds are guaranteed and/or made available by the Harford County fiscal authorities to fully implement said items.
- 2.2 If categories which contain requests for funds to support items in this agreement are reduced by the Harford County fiscal authorities, further negotiations on these items shall begin after the action by the County Council and conclude not later than June 16.
- 2.3 If any provision of this agreement or any application of the agreement to any party to this agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 2.4 Negotiations for a succeeding year shall begin no later than the week following the Thanksgiving holiday and conclude prior to the winter holiday, unless mutually agreed by both parties.
- 2.5 If, at the designated time for the conclusion of formal negotiations, agreement has not been reached, or at the request of either party the provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland, shall apply. The impasse procedure shall be postponed upon mutual consent of both parties.

- 2.6 In the event that the State Superintendent of Schools determines that an impasse is reached, the Association and the Board may, by mutual consent, request the assistance and advice of the State Board of Education. In the absence of such mutual consent, at the request of either party, a panel shall be named to aid in the resolution of differences.
- 2.7 The panel shall be named as provided in Education Article, Title 6, Subtitle 4, Section 6-408(d), of the Annotated Code of Maryland. In the event that the two initial panel members cannot agree upon a third party, the third member of the panel shall be determined by:
- (1) Requesting a list of seven arbitrators from the American Arbitration Association. (A list of five arbitrators may be requested in the event that there is mutual agreement to do so.)
  - (2) Drawing lots to determine which of the two initial panel members shall first strike a name from the list.
  - (3) Alternately striking names from the list until one name remains, such person to be the third panel member.
- 2.8 All other provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland shall apply.
- 2.9 This agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

### **ARTICLE III**

#### **Board's Rights**

Subject to the terms and conditions of this agreement and to the authority of the State Board of Education under Education Article of the Annotated Code of Maryland, it shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the county public education system, set the standards of service to be offered, maintain the efficiency of operations, determine the methods, means, and personnel by which such operations are to be conducted, and to take whatever action and issue rules, policies, and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

## ARTICLE IV

### Association-Board Relations

- 4.1 Association business which involves a called meeting of the general membership shall be conducted before the beginning of or following the conclusion of the usual duty day for teachers. Association business which involves a school unit of the Association shall be conducted before the beginning of the duty day or following the dismissal of students. Such meeting must not interfere with the normal, orderly conduct of the schools and may be held in the school building without charge. The Association or its representatives will make arrangements for meeting space and time with the principal of the building in question.
- 4.2 Other Association business shall be conducted at such time and in such manner that the rights of teachers and students are not infringed and that all normal operations of the schools are not interfered with or interrupted. With the permission of the principal, a teacher identified by the Association will be able to leave the worksite at the end of the student day in order to conduct Association business.
- 4.3 Consultants, advisors, or associates of the Association, who are not employees of the Board, may enter the school for such things as the delivery of items or short conferences. They will first report to the principal or his or her designee and, if in his or her judgment their continued presence will not be contrary to the best interest of the school, they may remain.
- 4.4 The Association may place notices, circulars, or similar materials pertaining to legitimate Association business which has been shown or given to the principal and which clearly identify the individuals and/or organization responsible for the information contained therein, in the distribution boxes provided for teachers.
- 4.5 The Association may display notices, circulars, or similar materials pertaining to legitimate Association business on the tackboard or table space in faculty room(s) which is designated by the principal of the school for such purposes. All material to be so displayed must clearly identify the individual and/or organization responsible for the information contained therein.
- 4.6 The Association or its representatives may use the school facilities and equipment for legitimate Association business at a reasonable time when such equipment is not otherwise in use. The Association will report to the principal for his or her determination concerning the use, will keep the use to a minimum and will pay for reasonable costs of all materials and supplies incidental to use.

- 4.7 The Association will be given a place on the agenda of the regular meeting of the Board provided that a written request is received ten (10) days preceding the scheduled hour of the Board meeting and provided that the topic of concern and the name of the presenter(s) is designated in the request.

Should the specified presenter(s) be unable to attend, the Association will notify the Superintendent of the change in presenter(s) as soon as possible.

- 4.8 Every teacher shall be given a copy of the negotiated agreement. The cost of publishing the tentative agreement prior to ratification shall be shared equally by both parties. The cost of publishing the finally ratified negotiated agreement will be borne by the Board.

- 4.9 The Association may utilize the inter-school courier service for the distribution of its newsletter and for membership material. Other materials which have been approved by the Superintendent may also be distributed.

- 4.10 **Payroll Deduction.** The Association will submit authorization forms for each teacher who wishes to participate in payroll deductions for the combined HCEA, MSTA, and NEA dues. Each form must bear the original signature of the teacher who authorizes this deduction. These forms will be submitted to the Director of Finance prior to October 20 of each year. Between September 30 and October 15, the Board will supply the Association with a list of teachers on payroll deduction as of September 20.

These deductions shall continue for each subsequent school year unless the Director of Finance is notified, in writing, prior to September 20 for the following deduction period.

Payroll deduction shall begin with the first pay in November and continue through the last pay in June (seventeen (17) pays). In case of resignation within a school year, the balance due that year will be deducted from the final check.

The Board shall notify the Association of teachers who cancel their payroll deduction of Association dues and who remain with the school system by October 15.

- 4.11 The provisions of Sections 4.6, 4.9, and 4.10 shall not be made available to any other organization seeking to represent teachers. These rights shall be exclusively granted to the Association.

- 4.12 The President of the HCEA shall be granted, upon request, a leave of absence for the term of office, without pay. In addition, a member of HCEA who is elected MSTA

President, Vice President or NEA President, Vice President or Secretary-Treasurer will be granted, upon request, a leave of absence without pay for the term of such office. However, leaves of absences to serve in any or all of these offices shall not exceed a total of six years.

The released-time president of the HCEA shall maintain a valid teaching certificate, stay abreast of Harford County curriculum by attending in-service and/or staff development offerings and keep informed about education reform initiatives as they are implemented in Harford County.

Experience credit shall be granted up to a maximum of six years for the time served in the above specified offices. Upon return from leave, the President shall be placed at the same position on the salary scale as that which would have been appropriate had such leave(s) not been taken. Upon return from leave, the President will be reemployed in an appropriate vacancy provided the request for reappointment is made prior to the termination of the leave. If the President is not returned to his or her original school, when an appropriate vacancy becomes available in the original school, the President will be offered the opportunity to be transferred back to his or her original school.

## ARTICLE V

### Grievance Procedure

- 5.1 **Grievance.** A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Association.
  
- 5.2 **Settlement of Employee Grievances.** The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application, or alleged breach of any of the provisions of this agreement. To this end, the parties agree that the provisions of this article shall provide the means of settlement of all such grievances provided, however, that nothing herein will be construed as limiting the right of any employee to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this agreement.

5.3 **Procedural Steps.** Any grievance that a teacher has not adjusted informally with the immediate supervisor shall be presented in the following steps:

Step 1. Between the grievant, a representative of his or her choice, and the employee's immediate supervisor and/or designated representative(s).

Step 2. Between the grievant, and his or her Association representative, and the appropriate director, elementary or secondary, and/or designated representative(s).

Step 3. Between the grievant and his or her Association representative, and the Superintendent and/or designated representative(s).

5.4 **Grievance Presentation.** All grievances shall be presented in writing at Step 1 within ten (10) school days from the date of their occurrence, signed by the grievant. The Administrator's answer at each Step shall be given in writing within ten (10) school days after the Step meeting which shall be held within ten (10) school days following receipt of the appeal. Unless a grievance is appealed to the next step within five (5) school days after the Administrator's answer, it shall be deemed settled in accordance with the Administrator's answer, which shall be considered acceptable to the grievant and the Association.

5.5 **Arbitration.**

(1) **Appeal Procedure.** Any grievance concerning the interpretation, application, or alleged breach of any provision of this agreement that has been properly processed through the grievance procedure as set forth above and has not been settled, may be appealed to arbitration by the Association by serving written notice on the Board within fifteen (15) calendar days after the Superintendent's answer at Step 3 of the said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

(2) **Selection of Arbitrator.** If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Association's notice of appeal to arbitration, they shall jointly request the American Arbitration Association to furnish a list of not less than five (5) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) calendar days after receipt of the said list, the Association and the Board shall jointly petition the American Arbitration Association to furnish a second list of not less than five (5) additional arbitrators, one of whom shall

be designated by them within seven (7) calendar days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Association and the Board representatives alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

(3) Jurisdiction of Arbitrator. The jurisdiction and authority of the arbitrator of the grievance and his or her opinion and recommendation shall be confined to the express provision or provisions of this agreement at issue between the Association and the Board. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement, or to make any recommendation which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Board and the Association. The recommendation in writing of the arbitrator within his or her jurisdiction and authority as specified in this agreement shall be final and binding on the aggrieved employee or employees, the Association, and the Board.

(4) Arbitration Expenses. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to arbitration.

5.6 If the Association claims a class grievance, defined as a general violation, misapplication, or misinterpretation of the agreement that directly affects three (3) or more unit members, the grievance may then be submitted directly to the Superintendent within ten (10) days from the date of its occurrence. The processing of such grievance shall begin at Step 3.

5.7 By mutual agreement of the grievant and the superior, the time limits stated herein may be compromised to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.

5.8 No reprisals of any kind will be taken by the Board, the school administration, or Association against any teacher or official because of his or her participation in this grievance procedure.

5.9 Should the investigation or processing of a grievance require that a teacher or an Association representative be released from his or her regular assignment, he or she shall be released. In a grievance involving an individual, the individual will be released without loss of pay. In a class grievance, the three (3) individuals identified

by the Association as the parties involved in the grievance will be released without loss of pay. The Association shall reimburse the Board for the cost of the substitute teacher's pay for any other unit member who is required to be released from his or her regular assignment for the investigation or processing of a grievance.

- 5.10 All written and printed matter dealing with the processing of a grievance shall be filed separately from the central office personnel files of the teacher.

## **ARTICLE VI**

### **Transfers**

- 6.1 **Voluntary Transfer.** Requests for voluntary transfers will be accepted from tenured teachers who meet the certification requirements for the position identified.

- (1) The names of new schools to which teachers may request transfers for the following school year shall be announced. When the principal is appointed, that information will be distributed through the normal channels of communication and shared with the association.
- (2) Requests for transfer to other than new schools are to be in writing and to be received prior to March 1 of the current year. A teacher may submit in writing a request to withdraw a request for a voluntary transfer prior to June 30. Applicants will be provided with the opportunity to interview with designated representatives of the school(s) to which they request transfer(s) at times and places designated by the Human Resources Department. Unsuccessful candidates will be advised.

The requests are to be in writing and to be received prior to March 1 of the current year.

Voluntary transfers will not be effected during a school year.

All such requests will apply to vacancies identified prior to June 1.

A part time teacher who has requested full-time employment shall be considered for a position for which he/she is qualified before a new teacher may be hired for that position, except that voluntary transfers, leaves of absence and administrative transfers shall be given priority.

- 6.2 **Administrative Transfer.** When an administrative transfer of teaching personnel is necessary because of a reduction of staff in a school, the administration will identify where the reduction is to take place:

1. In an elementary school - Regular elementary teaching assignment; that is, an assignment in the grades at that school; e.g., K through 5 or 6; or an elementary subject field; e.g., reading specialist, guidance counselor, etc. For example, if there is a reduction of a regular classroom teacher, and assuming all other factors are equal, the principal will determine the teacher in grades K to 5 or 6 who has the least continuous service in Harford County Public Schools. This teacher will then be administratively transferred. If the reduction is a reading teacher, the principal will identify the reading teacher with the least continuous service in Harford County Public Schools for transfer.
2. In a secondary school - Secondary subject field; e.g., geography, English, mathematics, biology, guidance counselor, work experience coordinator, etc.

The needs of the school system, and the needs and qualifications of the individual teacher(s) shall be considered. When all other factors are equal, the length of continuous service in Harford County will be the determining factor in identifying the teacher(s) who is to be transferred from the elementary school grades or the elementary or secondary school subject field. When the length of continuous service in Harford County is also equal, the length of continuous service in the school will then become the determining factor in identifying the teacher(s) who is to be transferred from the regular elementary teacher assignment or the elementary or secondary school subject field.

In an elementary school, if a teacher identified to be administratively transferred would leave a vacancy for which there would be no other teacher in the school certified to teach the vacated position, then assuming all other factors are equal, the next least senior teacher in line would be transferred to assure that all grades are taught by teachers certified to teach those grades.

In an elementary or secondary school, when a teacher receives written notice that he or she is administratively transferred; and if a vacancy in the same kind of teaching assignment occurs in the original school prior to the first preschool day, then the teacher will be permitted to be reassigned to his or her original school. To exercise the option to return to his or her original school, the teacher must notify the Human Resources Department, in writing, within ten (10) calendar days of his or her letter of transfer.

If a vacancy in the same kind of teaching assignment that the teacher held does not occur in the original school prior to the first preschool day, then the teacher will remain in the new assignment for the entire next school year. If at the end of this school year and prior to the first preschool day of this calendar

year, a vacancy in the same kind of teaching assignment becomes available in the original school for the following year, then, at the teacher's option, the teacher will be reassigned back to his or her original school, provided written notice was given to the Human Resources Department within ten (10) days of the original letter of transfer. This transfer must take place on the first preschool day. Following the first preschool day of this year, the transfer becomes permanent and the teacher will remain in the school to which he or she is transferred. For following school years, the voluntary transfer policy will apply.

In an elementary or secondary school, when it is determined that a grade level in one school will be transferred to another school, all teachers who are regarded as the teachers of pupils at that grade level will be transferred.

- 6.3 In the case of opening of a new school in the fall, the presently employed teachers to be assigned to it shall receive official notice in writing of that transfer by the close of school, if known.
- 6.4 **Involuntary Transfer.** If, as a solution to a problem (different from those listed in "Administrative Transfer") a teacher is to be transferred to another school, such a transfer may not be effected until after a meeting between the teacher involved and the appropriate administrator(s). At this time, the teacher shall be notified of the reason(s) for transfer, shall be apprised of his or her rights, and shall be given the opportunity to respond. In the event that a teacher objects to the transfer, he or she shall, upon request, have a meeting with the Superintendent or designee. The teacher, at his or her option, may have a person of his or her choice accompany him or her at the meeting.

## ARTICLE VII

### Promotion

- 7.1 **Announcement of Vacancies.** Vacancies which are to be filled in administration, supervision, helping teachers, teacher specialists and mentors will be advertised.
- 7.2 All applicants will receive consideration but in the case of equal qualifications, the first preference will be given to professional workers in Harford County. During the summer months, such announcements shall be posted in the central office and a copy sent to the Association.

- 7.3 **Application.** Candidates are to complete and submit a formal application form with a transcript of all college studies to the Human Resources Department.
- 7.4 **Preliminary Screening.** Applications and supporting data, i.e. transcripts, professional experience and references, will be reviewed, and the most promising candidates will be scheduled for interview. Candidates who are eliminated in the preliminary screening will be so notified.
- 7.5 **Interview and Selection Committee.** The Superintendent will appoint an Interview and Selection Committee to interview the remaining candidates and to make recommendations to him.
- 7.6 **Referral to Superintendent.** The Superintendent may accept the recommendations of the Interview and Selection Committee or reject all candidates as deemed best for the school system. The Superintendent's recommendation(s) for promotion will be submitted to the Board of Education.

## ARTICLE VIII

### Teaching Hours and Assignments

- 8.1 Teachers may be scheduled to be in attendance for a maximum of 190 days. Not less than two (2) half (1/2) days out of the four in-service days, to be scheduled each year, shall be reserved for teachers to work at their assigned work sites, performing professional educational tasks as they deem appropriate. Two (2) additional days may be required of new teachers.
- 8.2 **Duty.** The length of the normal duty week for teachers may be up to thirty-seven and one-half (37 1/2) hours including duty free lunch.

- (1) In addition to the 37 1/2-hour duty week:

Meetings of the total faculty will not be scheduled for more than once weekly for approximately fifty (50) minutes except in instances of school evaluation, the opening of a new school, and emergencies which affect the operation of the school. Faculty meetings will not be scheduled on a regular basis on Fridays and the days before holidays.

Elementary and Middle school teachers may be assigned to supervise school-related activities which are held before or after school or in the evening. Such assignments will be made so that the responsibilities for such supervision are shared among the members of the faculty. Consideration will be given to teacher preferences. Assignments will be filled by volunteers first. If there are not sufficient volunteers, to fill the assignments, the remaining assignments will be filled by assigning teachers in an equitable manner.

High school teachers may be assigned to supervise school-related activities that are held before or after school or in the evening. Each high school principal shall establish a fair and equitable method for distributing extra duty chaperone responsibilities among the teachers in the school. Consideration will be given to teacher preferences when assigning teachers to supervised school-related activities. Assignments will be filled by volunteers first. Each teacher will be required to serve as a chaperone for nine (9) hours per school year without additional compensation. After a teacher has completed nine (9) hours of chaperone coverage without compensation, the teacher shall be paid for subsequent coverage at the rate of twenty dollars (\$20) per hour. Duty hours for chaperone coverage shall be calculated from the officially assigned start time until the Administrator in charge of the event officially releases the teacher.

- (2) PTA meetings (Article VIII) and duties for which compensation is provided (Article XVI) will also be in addition to the 37 1/2-hour duty week.
- (3) Under normal circumstances, teachers shall be present in their rooms and ready to begin their duties one-half (1/2) hour before the late bell and shall remain in school for professional purposes for twenty (20) minutes after the first dismissal. Principals shall set specific times in each school.
- (4) The duty-free lunch period shall extend for at least thirty (30) minutes but when the pupils have a regular lunch period of less than thirty (30) minutes, the duty-free period shall coincide with such regular period of less than thirty (30) minutes. In general, teachers are expected to remain at school during the lunch period. Permission may be granted for leaving the premises during the lunch period. The principal may limit the number of teachers who may leave the building during lunch at any one time. Duty-free lunch shall not be included as part of the planning time.

8.3 **Crowd Control.** When school facilities are used for school-sponsored functions which are open to the public and at which admission fees are charged, teachers will not be assigned to control disruptive behavior on the part of anyone present.

- 8.4 **New Programs.** Teachers will continue to be involved in planning new programs.
- 8.5 **Notification of Teaching Assignments.** A teacher will be notified of his or her tentative assignment as soon as the principal is reasonably confident of it, but in no event later than August 1, if known.
- 8.6 **Planning Periods.** Teachers in secondary schools shall receive not less than 225 minutes of planning time on a weekly basis and shall be scheduled for one planning period per day of not less than forty-five (45) consecutive minutes. Neither this provision, nor 8.7 below will apply during times when the normal school schedule must be adjusted during emergencies; or in cases when an individual teacher has requested in writing to teach more than the usual number of periods for teachers in that subject in that school, or in the case of a teacher who volunteers for other school activities during the scheduled planning period.
- 8.7 The planning time provided on a weekly basis for elementary school teachers shall not be less than 200 minutes. Teachers in elementary schools shall be scheduled for planning time during the regular day for students in increments of not less than thirty (30) consecutive minutes per day.
- 8.8 Pre-Kindergarten and Kindergarten teachers shall assume responsibility for getting children from the morning session on the buses and shall be available to receive children as they arrive for the afternoon session. The balance of time between sessions is considered to be planning time and duty-free lunch period. Scheduled conferences between sessions should be kept to a minimum.
- 8.9 Teachers may not be scheduled on a regular basis for additional responsibilities to be performed during the minimum planning periods allowed by this agreement.

The Association and the Board agree to establish a collaborative work group on the utilization of planning time. The work group shall be made up of equal representation from each side, not to exceed five (5) persons per side. The work group will begin its work no later than October 15, 2003, and will complete its work by April 15, 2004.

- 8.10 When a teacher whose assignment is direct instruction of students is absent from his or her assigned classes for one-half (1/2) day or more, reasonable effort shall be made to employ a substitute. This provision shall also apply in cases involving special area teachers who teach an entire class.
- 8.11 Teachers may be used to cover classes for absent teachers. Such coverage should not be excessive.

- 8.12 Reasonable effort will be made to assign high school teachers in their major field of certification and to restrict their assignments to no more than three (3) different subjects.
- 8.13 **PTA Meetings.** Teachers are encouraged to join, support, and attend the meetings of the Parent-Teacher Association. Teachers shall attend back-to-school meetings, meetings when conferences are scheduled with parents, meetings when classroom visitations are the major part of the program, or other meetings the program of which requires their active participation.

When a teacher is unable to attend a PTA meeting which involves parent conferences, he or she shall establish an alternate plan for meeting with those parents who desire to take advantage of such a plan. This plan must be approved by the principal, and the parents of all the teacher's students shall be notified of the alternate plan.

Teachers assigned to more than one school are encouraged to establish alternate plans for parent conferences for each of the PTA's involved on a rotating basis unless circumstances require more attention in a particular school.

## ARTICLE IX

### **Department Chairpersons, Teachers-In-Charge, Mentors, Helping Teachers and Teacher Specialists.**

- 9.1 Department chairpersons, teachers-in-charge, mentors, helping teachers, and teacher specialists will be appointed and will meet the responsibilities of these positions, which have been approved for compensation by the Superintendent, in accordance with the Harford County Public Schools procedures for department chairpersons and teachers-in-charge. These procedures may not be changed except through the negotiations process or by an instrument in writing duly executed by both parties.

The duty period assigned to a department chairperson with 5 F.T.E. teachers or more will be used, primarily, to perform duties related to the responsibilities of being a department chairperson. However, it is understood that there may be times when a department chairperson may be assigned to perform other duties.

The duty period assigned to a department chairperson with 3 F.T.E. to 5 F.T.E. teachers will be used to perform duties other than those related to the responsibilities of being a department chairperson. The department chairperson may elect to teach a class in lieu of a duty period.

9.2 Department chairpersons, teachers-in-charge, teacher specialists, mentors and helping teachers in positions which have been approved for compensation by the Superintendent shall be compensated for the 2003-2004 school year, in the following manner:

**Stipends for Department Chairpersons  
High School and Middle School  
Effective July 1, 2003**

	3 to 5 F.T.E. Teachers	5 to 8 F.T.E. Teachers	8 or More F.T.E. Teachers
Year 1	\$ 986	\$1,362	\$1,664
Year 2	\$1,126	\$1,512	\$1,816
Years 3 & Beyond	\$1,407	\$1,816	\$2,117

**Stipends for Teachers-in-Charge, Teacher Specialists, Mentors  
and Helping Teachers  
Effective July 1, 2003**

	Elementary Schools with up to 18 Teachers	Elementary Schools with 18 Teachers or More
Year 1	\$ 1,362	\$ 1,664
Year 2	\$ 1,512	\$ 1,816
Years 3 & Beyond	\$ 1,816	\$ 2,117

**ARTICLE X**

**Temporary Absences and Leaves**

10.1 **Deduction for Absences.** Deduction for absences shall be made on the basis of 1/190th or 1/380th as applicable for each day or one-half day of absence and as noted in this agreement.

10.2 **Emergency Leaves.** Teachers shall receive a total of three (3) days of absence annually with pay for the following reasons.

(1) Funeral of a person other than a member of the immediate family or close friend and/or

(2) The three (3) days of personal business leave not connected with any holiday (see Section 10.5) shall be granted on the basis of prior written notice. Requests for days connected with any holiday will require principal approval.

10.2A Illness of a member of the teacher's household or the teacher's parent or for whom the teacher is a primary caregiver

10.3 Personal business is defined as a circumstance or obligation which is beyond the teacher's usual control and which must be done during school hours. Time off from work to shop, to attend or participate in sporting activities, to attend most social events, to pursue avocational interests, to take a holiday or vacation, or to engage in other similar activities is not personal business.

10.4 In the event that the school system becomes aware that a claim for a personal business day is not founded on the foregoing criteria, appropriate disciplinary action will be taken including, but not limited to, forfeiture of pay.

10.5 Teachers will not be paid for absence immediately, prior to, or following a school holiday unless such personal business constitutes an extreme emergency.

10.6 The three (3) days allowed for personal business leave shall be in addition to sick leave days and shall be permitted to be accumulated as sick leave days.

10.7 **Religious Holidays.** A teacher shall have three (3) days of leave for observance of recognized special holidays which he or she believes to be mandated by his or her religion provided that the leave he or she seeks would be given a positive recommendation by the proper authorities. The principal may contact the proper religious authority for their recommendation. The three (3) days allowed for religious holidays shall be in addition to sick days and other emergency days and shall not be cumulative.

10.8 **Family Bereavement.** Teachers shall be granted seven (7) consecutive days of leave for death in the immediate family. The teacher will be paid for any of the seven (7) consecutive days of leave which are duty days. Immediate family shall include spouse, child, parent, brother, sister, father-in-law, mother-in-law, grandparent, a person who raised the teacher, or anyone who lives regularly in the household of the teacher. Leave shall begin the day after the death, except when the service, funeral, or other appropriate ceremony is scheduled beyond the seven (7) days following the day after death. In the latter circumstances, all leave shall be taken at such time as to include the service.

10.9 **Jury Duty.** A teacher who serves on jury duty will continue to receive his or her regular salary.

10.10 **Legal Summons.** A teacher may be absent in response to a legal summons without loss of salary provided that he or she is summoned as a witness or, if charged, he or she is found not guilty of an offense involving gross misconduct. This provision does not preclude appropriate action by the Superintendent in the event that there is an alleged violation of a policy.

10.11 When schools are closed due to unsafe road conditions, teachers are not required to report, except in the event of previously planned circumstances which cannot be rescheduled.

10.12 When schools are open, teachers are expected to be present. However, when in the opinion of the teacher, driving conditions prevent his or her presence at school, the salary of the teacher for that day shall be reduced by 1/380th for each day absent.

10.13 **Summer School.** Because the best interests of the pupils are served by an orderly and unhurried closing of school, teachers will not be permitted to leave before the official closing of school in June except when the circumstances allow no alternative. If no other alternatives are possible, teachers may, with written permission from the Human Resources Department and principal approval, be permitted to leave early for summer school. In the case of such early leaving, however, the teacher will have his or her salary deducted at the rate of 1/380th for each day's absence.

10.14 In the case of extended sessions of summer school lasting into the preschool meetings, a teacher may, with permission of the principal, be late in returning. His or her salary shall be deducted at the rate of 1/380th for each day absent.

## **ARTICLE XI**

### **Sick Leave**

**11.1 SICK LEAVE.** Sick leave shall be defined as personal illness of the teacher. Teachers shall be granted sick leave at a rate of one (1) day per month during the first two (2) years of service with the Harford County Public Schools. Beginning in the third year of service in Harford County, sick leave shall be granted at a rate of one and a quarter (1.25) days per month of regular employment, the annual total of which shall be available at the beginning of the school year.

Accumulation of unused sick leave shall be unlimited. As of June 30, unused personal business leave shall be added to accumulated sick leave. Teachers shall be given a written notice of available sick leave days as of September 1, no later than October 30 of each year.

A teacher is permitted to use up to seven (7) work days of his/her sick leave per year for illness of a member of the teacher's household or the teacher's parent or anyone for whom the teacher is the primary caregiver. When leave is used for illness of a person for whom the teacher is the primary caregiver, other than a member of the teacher's household or the teacher's parent, appropriate documentation will be required.

**11.2 Payment for Unused Days of Sick Leave.** Teachers who enter retirement from the public schools of Harford County after ten (10) years of service in those schools shall receive payment for unused days of sick leave up to a maximum of 200 days effective July 1, 1998, at the rate of 25% of the daily rate of pay.\*

All such days must have been accumulated while in service in Harford County. Sick leave shall be accumulated annually at the rate of the difference between sick leave provided and sick leave used.

\*NOTE: This proposal requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budgets for the school system.

**11.3 Unused Sick Leave Benefit.** A death benefit based upon the number of unused days of sick leave will be paid to the beneficiary of a teacher who has served ten (10) years with the school system and whose death occurs while the teacher is on active duty or on an approved leave of absence. The payment for unused sick leave will be up to 200 days effective July 1, 1998, at the rate of 25% of the daily rate of pay.\*

\*NOTE: This proposal requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budgets for the school system.

**11.4 Sick Leave Bank.** All teachers on active duty are eligible to join and contribute to the sick leave bank. Contributors will be permitted to apply for use of the bank for salary payment for qualifying, incapacitating, and/or catastrophic personal illness during regularly scheduled duty days after all available leave has been exhausted. An approval committee appointed by HCEA shall assume administration of the sick leave bank, effective the second semester of the 2002-2003 school year. The Association and the Board shall mutually agree upon any change in formal procedures outlined in the Sick Leave Bank handbook.

## **ARTICLE XII**

### **Extended Leaves of Absence**

12.1 The Board of Education may grant leaves of absence for 1) personal illness; 2) maternity (including adoption); 3) study; 4) military service; and 5) illness of a member of the immediate family. Leaves for the first four of these reasons protect the teacher's right to apply for a disability retirement, to continue to qualify for the death benefit in the retirement system, to be reemployed by the local school system in an appropriate position as soon as a vacancy occurs after the request for reinstatement, and to unused accumulated sick leave provided he or she applies for reappointment prior to the termination of his or her leave. When a teacher requests reassignment from a leave of absence, and due to a reduction in force there are teachers on a recall list for the same kind of teaching assignment the teacher left, the teacher on leave will be placed on the recall list according to the length of continuous service he or she has had with Harford County Public Schools.

Leaves of absence are without pay and are generally granted for no more than one (1) year.

12.2 In Harford County, the requirement to be eligible for a leave of absence is that the teacher must be a tenured teacher.

12.3 Since the Maryland Retirement Systems do not recognize a leave for illness in the immediate family, such a leave provides for reemployment by the local school system and to unused accumulated sick leave provided he or she applies for reappointment prior to the termination of his or her leave.

12.4 A tenured teacher finding it necessary to request a leave of absence should make written application to the Superintendent stating the reason, date he or she wishes it to become effective, and the number of months desired.

12.5 **Leave of Absence for Maternity.** Sick leave is granted for disability due to maternity. An employee using sick leave for disability due to maternity must return to work as soon as she is physically able or a tenured teacher may request a leave of absence to protect employment and retirement benefits.

The need for and the time involved for absence due to disability for maternity shall be based upon the particular medical circumstances of the employee and the requirements of her employment. An employee may be required to submit a doctor's certificate establishing the medical need for absence and the time involved in the absence. The employee may also be required to submit a doctor's certificate stating that the employee is able to perform her regular teaching duties.

A tenured teacher has the option of requesting a leave of absence for maternity prior to or at the conclusion of her disability. However, if an employee elects to request a leave of absence prior to her disability, she will not be granted sick leave during the leave of absence. Her unused sick leave will be held in abeyance until such time as she returns to active service.

A teacher who is on a leave of absence for maternity will be reemployed in an appropriate position as soon as a vacancy occurs after the request for reinstatement.

12.6 **Paternity Leave.** A teacher who wishes to take leave related to the birth of his child shall be eligible to receive unpaid leave for up to six (6) calendar weeks without pay. The teacher granted such leave shall return to his same position providing he returns by the end of the approved absence. If the employee's spouse is an employee of the Board of Education, the husband and wife shall be limited to a cumulative total of twelve (12) weeks of unpaid leave in connection with the birth of an individual child.

12.7 **Adoption Leave.** A teacher adopting a child shall be eligible to receive unpaid leave for up to six (6) calendar weeks without pay. The teacher granted such leave shall return to his/her same position providing he returns by the end of the approved absence. If the employee's spouse is an employee of the Board of Education, the husband and wife shall be limited to a cumulative total of twelve (12) weeks of unpaid leave in connection with the adoption of an individual child.

**ARTICLE XIII**  
**Sabbatical Leaves**

13.1 A teacher holding a professional certificate with seven (7) or more consecutive years of satisfactory, active service in Harford County Public Schools may be granted a sabbatical leave of absence for the purpose of furthering professional growth by means of graduate study or other means approved by the Superintendent. Previous leaves of absence will be considered as not causing the teacher to lose years of service credit prior to that leave. Leave time itself, in all cases, will not be regarded as active service insofar as determining the seven (7) year sabbatical leave eligibility requirement.

13.2 Sabbatical leaves may be granted for study or research (and travel if in conjunction with the study or research) that will be of service to the individual and to the schools and pupils of Harford County.

13.3 Sabbatical leave may be granted for not less than one (1) full semester or more than one (1) full year.

13.4 Any teacher to whom a sabbatical leave is granted shall be required, as a condition of accepting the leave, to return to the service of the Harford County Public Schools for at least two (2) years immediately following the expiration of the leave. Should the teacher not return to the service of Harford County, he or she will be required to refund the salary granted for sabbatical leave.

13.5 Applications for sabbatical leave must be filed with the Superintendent by April 1, prior to the school year for which it is requested with a proposed plan of study or research to which the time spent on leave will be devoted. After approval, any change of plan must be requested in writing and approved in advance.

13.6 The applicant for sabbatical leave for study shall complete at least 24 semester units of upper division or graduate work during the sabbatical year. It will generally be expected that not less than 12 semester units shall be completed during each semester. If travel or extensive research is involved, a lesser total number of semester hours may be considered if approved by the college advisor. Transcripts or other evidence of completion shall be submitted to the Superintendent's Office within 30 days of the teacher's return to duty.

13.7 A sabbatical leave for travel will only be considered when the travel is in conjunction with an organized program of study or research. Application for leave shall include, in general terms, an itinerary of the proposed objectives of the study or research of which the travel is a part. Upon completion of the leave and within 30 days of the teacher's return to duty, a detailed itinerary and written report of not less than 1,500 words shall be submitted to the Superintendent's Office setting forth the teacher's reactions to the travel and a statement of the benefit to the schools and the pupils of Harford County. A description of the travel will not satisfy this requirement.

13.8 **Compensation While on Sabbatical Leave.** Compensation while on sabbatical leave shall be one-half (1/2) salary in accordance with the provision of the Harford County salary schedule in effect during the period of the leave.

13.9 In the event a teacher on sabbatical leave receives extra monies through any type of grant, the combined amount of those monies and the sabbatical leave allowance shall not exceed the amount of money

this teacher would have received as a staff member for the school year in which the sabbatical leave has been granted. In cases where the combined monies exceed the regular salary, as outlined above, the sabbatical leave salary will be reduced accordingly.

13.10 Teachers receiving the support of a sabbatical leave will not be eligible to receive the usual payment for partial reimbursement for graduate studies.

13.11 Salary for sabbatical leave will be paid the teacher while on leave of absence in the same manner as if the teacher were on duty in Harford County, upon the furnishing by the teacher of a surety bond indemnifying the Board against loss in the event that the teacher fails to render at least two (2) years' service after return from his or her leave of absence. Such bond shall be exonerated in the event that failure of such teacher to return and render two (2) years' service is caused by the death or physical or mental disability of the teacher.

13.12 **Effect of Sabbatical Leave on Salary Increments, Retirement, and Sick Leave Accumulation.** The teacher's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as a year of service and experience on the salary schedule. There will be no sick leave accumulation for time spent on sabbatical leave.

13.13 **Provision for Health Insurance.** When a teacher is placed on a Board approved sabbatical leave of absence, he or she may continue to participate in the group program of health insurance and life insurance on the same basis as that of a full time teacher.

13.14 **Return to Service.** At the expiration of the sabbatical leave of absence, the teacher shall be assigned to a position of equal status but no guarantee can be given that it will be the same position he or she occupied at the time the leave was granted.

13.15 **Accident and Illness on Sabbatical Leave.** Interruption of a program of study or travel while on sabbatical leave, caused by serious illness or accident, evidence of which is satisfactory to the Superintendent and the Board shall not be held against a teacher with regard to the fulfillment of the condition regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the teacher while on leave, provided, however, that the Superintendent has been promptly notified of such accident or illness. In the case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, within 30 days of the time of the onset of the illness.

## **ARTICLE XIV Insurance**

14.1 The Board will provide for group life insurance and for group accidental death and dismemberment insurance in an amount that will match the individual's salary rounded to the nearest \$1,000 based upon the salary schedules. This amount will not be changed during the year. A teacher may purchase a matching

amount of insurance in both categories at full cost (100%) to the teacher. The Board will make payment of life and accidental death and dismemberment premiums for each teacher who so requests, to provide coverage for the full twelve-month period commencing October 1, and ending September 30.

The Board agrees to establish an insurance advisory committee to consist of representatives of the Superintendent and each bargaining unit. The purpose of such a committee shall be to review information and data relative to the Board's insurance plans and to recommend cost containment strategies and improvements to the offerings. The committee will meet as needed to confer on insurance issues as they arise and make recommendations of possible changes in the implementation of the plans.

14.2 Effective July 1 through June 30, the Board will make available for the duration of the Agreement the following health insurance programs to eligible employees who enroll in the programs: The Traditional Health Insurance and Preferred Provider Program (PPN/PPO) plans and an HMO plan in effect as of November, 2000, or comparable plans providing comparable benefits and network. See page 24 for summary of benefits. Participation in the Traditional Health Insurance Plan will be limited to those employees enrolled in the Plan on July 1, 2001. Employees who elect to terminate their participation in the Traditional Insurance Plan after that date shall not be eligible to re-enroll.

Effective July 1 through June 30, the Board will similarly make available for the duration of the Agreement to eligible employees who elect to enroll therein the choice of either the standard dental insurance plan or the Preferred Provider Dental Insurance Plan in effect as of November 2000, or comparable plans providing comparable benefits. See page 24.

The Board will not provide two insurance programs, e.g. Blue Cross/Blue Shield and an HMO program; or two different HMO programs for any eligible employees or eligible members of their families. This applies to all employees and eligible members of their families whose spouses are also employees of the school system. However, if one employee's eligibility for participation is terminated for any reason, the other employee family member shall continue to be eligible for the existing coverage.

Effective July 1, 2001, employees enrolled in the Traditional Insurance Plan will be able to use their membership card at participating pharmacies to obtain a discount on prescriptions.

14.3 The Board's rate of contribution to the coverage made available under 14.1 is 90% of the total premium. The Board's rate of contribution applicable to the coverage made available under 14.2 shall be 80% of the total premium for the Traditional Health Insurance Plan and 90% of the total premium for all other provided health and dental insurance plans.

14.4 All benefits provided under Maryland law for employees injured during and as a result of their work including death, injury, hospitalization, and medical and weekly disability payments, and lump sum awards, are available through a standard Workers' Compensation policy.

Employees who are injured on the job and who qualify for weekly disability payments through Workers' Compensation will receive their salary, less the amount of the disability payments for up to 20 duty days. Employees may then use their accumulated sick leave in order to maintain their full salaries. After the 20th

day of absence, one-third day of sick leave will be deducted for each day compensated by Workers' Compensation to maintain an employee's full salary.

14.5 All employees of the Harford County Public Schools must meet the requirements for medical screening for tuberculosis as established by the Harford County Department of Health. An appropriate skin test, as provided by the school system, will be made available to teachers free of charge.

# Harford County Board of Education Medical Benefits Options

Effective For Plan Year July 1, 2003 - June 30, 2004

The Benefits	CareFirst BlueCross BlueShield Traditional <small>(closed plan; not accepting new enrollees)</small>	CareFirst BlueCross BlueShield Preferred Provider Program <small>Combined out-of-network maximum: \$1,200 Individual/\$2,400 Family</small>		CareFirst BlueChoice	Optimum Choice
		In-Network	Out-of-Network		
	AB = Allowed Benefit	Major Medical lifetime maximum: \$250,000 Deductible: \$100	Deductible: None	Deductible: \$200 Individual \$400 Family aggregate applies to all services unless otherwise noted	
<b>HOSPITAL</b>					
Hospital Room/Semi-Private	Covered at 100% AB 365 days	365 days at 100% AB	365 days at 80% AB	Covered in full	Covered in full
Outpatient Surgery	100% of AB	100% AB	80% AB	\$10 copay PCP, \$20 specialist	Covered in full
Emergency Care	100% of AB for sudden & serious care within 72 hours of accident or trauma; thereafter 80% of AB after deductible	Accidental: 100% AB within 72 hours Medical Emergency: \$25 copay physician at emergency room; plus \$25 copay for emergency room. If admitted: 100% AB	Accidental: 100% AB within 72 hours. Medical Emergency 80% AB if not admitted; 100% AB if admitted	\$50 copay emergency room, (waived if admitted) \$20 copay Urgent Care Center office \$10 PCP, \$20 specialist	\$25 copay, (waived if admitted) Urgent Care Center \$15 copay
<b>PHYSICIAN SERVICES</b>					
Surgeon	100% of AB	100% AB	80% AB	Covered in full inpatient & outpatient; \$10 copay PCP, \$20 specialist in office	Covered in full
Assistant Surgeon	100% of AB	100% AB	100% AB, waive deductible	Covered in full	Covered in full
Anesthesiologist	100% of AB	100% AB	100% AB, waive deductible	Covered in full	Covered in full
In-Hospital Medical	100% of AB	100% AB	80% AB	Covered in full	Covered in full
<b>MEDICAL SERVICES</b>					
Office visits	80% of AB after deductible	\$15 office copay	80% AB	\$10 copay PCP, \$20 specialist	\$10 copay
Diagnostic X-rays	100% of AB when medically necessary	100% AB	100% AB inpatient, waive deductible 80% AB outpatient	Covered in full	100% after applicable copay
Radiation Therapy	100% of AB	100% AB	80% AB	Covered in full inpatient \$20 copay outpatient	\$10 office, \$25 Outpatient
Chemotherapy	100% of AB	100% AB	80% AB	Covered in full inpatient \$20 copay outpatient	\$10 copay, \$25 Outpatient
Laboratory tests	Covered at 100% AB	100% AB	100% AB inpatient, waive deductible 80% AB outpatient	Covered in full	100% after applicable copay
Allergy testing	80% of AB after deductible	100% AB	80% AB	\$10 copay PCP, \$20 specialist	\$10 copay
Allergy Treatment/Injections	80% of AB after deductible	100% AB	80% AB	\$10 copay PCP, \$20 specialist	\$10 copay
Physical Therapy	Benefits available at 80% of AB after deductible is met: unlimited days/visits	\$15 office; \$25 OP Facility. 100 visit maximum per calendar year	80% AB. 100 visit maximum per calendar year	Covered in full inpatient \$20 copay outpatient - limited to 30 visits per condition per calendar year (combined with occupational and speech therapy)	Maximum of 60 visits per condition. \$10 copay Combined with speech and occupational therapy.
Chiropractic Care	80% of AB after deductible	Medical care, \$15 office  Therapy services, \$15 office 100 visit maximum per calendar year combined with physical therapy.	Medical care 80% AB  Therapy services, 80 of % AB; 100 visit maximum per calendar year combined with physical therapy.	\$20 copay, 20 visits per calendar year	\$10 copay; combined with physical, speech and occupational therapy.
<b>PREVENTIVE CARE</b>					
Well Child Care	80% of AB. No deductible.	\$15 office	80% AB deductible waived	\$10 copay PCP	\$10 copay
Immunization	80% of AB. No deductible.	\$15 office	80% AB deductible waived	\$10 copay PCP	\$10 copay per visit
Routine Physical Exam	No benefit	Age 18+ one per calendar year; \$15 copay \$200 maximum including diagnostic tests	Age 18+ one per calendar year; 80% AB \$200 maximum including diagnostic tests	\$10 copay PCP, \$20 specialist	\$10 copay per visit

The Benefits	CareFirst BlueCross BlueShield Traditional	CareFirst BlueCross BlueShield Preferred Provider Program		CareFirst BlueChoice	Optimum Choice
	(closed plan; not accepting new enrollees)	Combined out-of-network maximum: \$1,200 Individual/\$2,400 Family			
		In-Network	Out-of-Network		
Routine Mammography	100% of AB (limited to 1 per 5yrs age 35-39; 1 per 24 months age 40-49; and 1 per 12 months 50+)	100% AB (limited to 1 per 5yrs age 35-39; 1 per 24 Months age 40-49 and 1 per 12 months 50+)	80% of AB waive deductible (Limited to 1 per 5yrs age 35-39; 1 per 24 months age 40-49; and 1 per 12 months 50+)	Covered in full	\$10 copay; annually age 40+
Routine Gynecological Exam	No benefit	One per calendar year. \$15 copay	One per calendar year. 80% AB	\$10 copay PCP, \$20 specialist	\$10 copay per visit self-referral
Eye Exams	No benefit for routine exam	No Benefit	No Benefit	\$10 at plan designated vision care center, \$25 at plan physician office (referral required) one per calendar year	\$25 copay per annual visit no-referral
Eye Glasses	No benefit	No Benefit	No Benefit	Discounts available	Discounts available at participating optical centers.
<b>SPECIAL SERVICES</b>					
Durable Medical Equipment	80% of AB after deductible	100% AB	80% of AB after deductible	Diabetic equipment and supplies covered in full. Any other DME and medical devices covered as: copay 25% up to total plan payment of \$7,500 per cal. year	Covered in Full
Home Health Care Visits	100% of AB when medically necessary as an alternative to hospitalization; 90 days maximum per calendar year (Home Health Aide limited to 40 visits) then 80% after deductible for additional 90 days	Facility: 100% AB Physician: \$15 copay	Facility: 100% AB Waive deductible Physician: 80% AB after deductible	Covered in Full	Covered in Full
Hospice	100% of AB for daily physician care. Family counseling—\$500 lifetime max. Bereavement: \$100 lifetime max. (Paid at 80% of AB after deductible)	Facility: 100% AB Physician: \$15 copay	Facility: 100% AB Physician: 100% AB	Covered in full	Covered in full
Maternity Care	Covered at 100% of AB for Participating Providers—Pre & Post Natal covered 80% after deductible	100% AB	80% AB after deductible	Hospitalization covered in full, Birthing Center - \$20 copay; professional pre-postnatal care \$20 copay per visit, not to exceed \$200 per pregnancy	\$10 copay first visit
Nursery Care— Must be enrolled within 30 days	100% of AB for first pediatric visit in hospital or home, if home delivery	100% AB	80% AB	Covered in full	Covered in full
Family Planning	No benefit	No Benefit	No Benefit	\$10 copay PCP, \$20 specialist	\$10 copay
Infertility Services	Covered at 100% AB, pre-approval required	100% AB, pre-approval required	80% AB, pre-approval required	Counseling and testing, \$20 copay with specialist; artificial insemination covered at 50% of plan allowance; IVF covered at 50% of plan allowance—limited to 3 attempts per live birth; lifetime maximum \$100,000	50%, pre-approval required
Ambulance When Medically Necessary	80% of AB after deductible private ground ambulance only	100% AB private ground ambulance only	100% AB waive deductible private ground ambulance only	Covered in full (ground only)	Covered in full
<b>MENTAL HEALTH SERVICES</b>					
Inpatient Care	Covered at 100% AB up to 60 days combined with Inpatient Substance Abuse	100% AB up to 60 days combined with inpatient substance abuse	80% AB up to 60 days combined with inpatient substance abuse	Covered in full. Combined with Inpatient Substance Abuse	Same as any other illness. Covered in full.
Outpatient Care	Visits 1-5, 80% after deductible visits 6-30, 65% after deductible visits 31+, 50% Combined with Outpatient Substance Abuse	Visits 1-5, 80% Visits 6-30, 65% Visits 31+, 50% Combined with Outpatient Substance Abuse	Visits 1-5, 80% after deductible Visits 6-30, 65% after deductible Visits 31+, 50% after deductible. Combined with Outpatient Substance Abuse	Visits 1-5, 20% coinsurance Visits 6-30, 35% coinsurance Visits 31+, 50% coinsurance Combined with Outpatient Substance Abuse	Visits 1-5, 20% coinsurance Visits 6-30, 35% coinsurance Visits 31+, 50% coinsurance Combined with Outpatient Substance Abuse
<b>SUBSTANCE ABUSE</b>					
Inpatient Diagnosis & Medical Treatment	Combined with Inpatient Mental Health	Combined with Inpatient Mental Health Services	Combined with Inpatient Mental Health Services	Combined with Inpatient Mental Health Services	Covered in full
Outpatient Care	Outpatient Facility—100% of AB up to \$3,000 then combined with Outpatient Mental Health	Combined with Outpatient Mental Health Services	Combined with Outpatient Mental Health Services	Combined with Outpatient Mental Health Services	Visits 1-5, 20% coinsurance Visits 6-30, 35% coinsurance Visits 31+, 50% coinsurance Combined with Outpatient
<b>PRESCRIPTION DRUGS</b>					
Prescription Drug	Present Membership Card at participating pharmacy, Member pay 100%AWP and then submit to medical plan to cover 80% of AB after deductible for prescription drugs and allergy serums.	\$10 copay generic drug \$20 copay brand formulary \$30 copay non-formulary brand 100 day supply 1 X copay	\$5 copay generic drug \$10 copay brand formulary \$25 copay non-formulary brand \$4,000 combined max per calendar year	\$5 copay generic drug \$10 copay brand formulary \$25 copay non-formulary brand \$4,000 combined max per calendar year	\$5 copay generic drug \$10 copay brand formulary \$25 copay non-formulary brand
Mail Order Drug	Advance Paradigm Mail Service Prescription Program for maintenance medication \$20 copay - 100 day supply	Advance Paradigm Mail Service Prescription Program for maintenance medication \$20 copay - 100 day supply	\$5 copay generic drug \$10 copay brand formulary \$25 copay non-formulary brand \$4,000 combined max per calendar year	\$5 copay generic drug \$10 copay brand formulary \$25 copay non-formulary brand \$4,000 combined max per calendar year	Mail order - 3X copay, Self-admin. injectables (excluding insulin) 20% copay up to \$50
Oral Contraceptives	80% of AB after deductible medically necessary only.	\$10 copay generic drug \$20 copay brand formulary \$30 copay non-formulary brand 100 day supply 1 X copay	\$5 copay generic drug \$10 copay brand formulary \$25 copay non-formulary brand \$4,000 combined max per calendar year	\$5 copay generic drug \$10 copay brand formulary \$25 copay non-formulary brand \$4,000 combined max per calendar year	\$5 copay generic drug \$10 copay brand formulary \$25 copay non-formulary brand

This chart contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations are contained in the Summary Plan Description, the Group Benefit Guide or the Group Service Agreement. AB—Allowed Benefit, AWP—Average Wholesale Price.

<i>Benefits</i>	Maryland Preferred Dental		Maryland Standard Dental
<b>Deductible</b> (Combined in- and out-of-network)	\$25 Individual/\$50 Family	\$50 Individual/\$150 Family	\$25 Individual/\$50 Family
<b>Benefit Period and Maximum</b>	July 1 through June 30. Benefit period maximum for Class I, II & III services \$1,000 per member. Benefit period maximum combined for in- and out-of-network services. Lifetime maximum for Class IV Orthodontics \$800 per member. Orthodontics lifetime maximum combined in- and out-of-network.		July 1 through June 30. Benefit period maximum for services \$1,000 per individual.
	<b>In-Network</b> Preferred Provider	<b>Out-of-Network</b> Participating or Non-Participating Provider	<b>Individual</b>
<b>Class I (no deductible)—Preventive/Diagnostic</b>			
<b>Oral Exams/Cleanings</b> (twice per benefit period, palliative emergency treatment, space maintainers for prematurely lost deciduous teeth. Requires pre-treatment plan. Once per five years.)	100% of AB	65% of AB	100% of AB
<b>X-rays</b> Twice per benefit period: Bitewing x-rays. Once per 36 months: One set full mouth x-rays; one cephalometric x-rays Once per three years: Periapical, occlusal and extraoral x-rays	100% of AB	65% of AB	100% of AB
<b>Fluoride Applications</b> (up to age 19)	100% of AB	65% of AB	100% of AB
<b>Sealants</b> (one time per 12 months per tooth: posterior teeth only)	100% of AB	65% of AB	100% of AB
<b>Class II</b>			
<b>Fillings</b>	80% of AB	50% of AB	100% of AB
<b>Simple and surgical extractions</b>	80% of AB	50% of AB	100% of AB
<b>Removal of Impacted Teeth</b>	80% of AB	50% of AB	100% of AB
<b>Root tip removal, direct pulp caps, Pulpotomy for deciduous teeth, Root canal for permanent teeth (one per tooth per lifetime), Apicoectomy (one per tooth per five years)</b>	80% of AB	50% of AB	100% of AB
<b>Surgery &amp; related anesthetic</b>	80% of AB	50% of AB	100% of AB
<b>Preformed Stainless Steel Crowns</b> (requires pre-treatment plan)	50% of AB	30% of AB	100% of AB
<b>Periodontics</b> (requires pre-treatment plan): One full mouth treatment per 2 years: Scaling & root planning, Gingival Curettage. One full mouth treatment per 5 years: Osseous Surgery, Occlusal Adjustments, Gingivectomy	80% of AB	50% of AB	Not covered
<b>Class III</b>			
<b>Inlays</b> (requires pre-treatment plan)	50% of AB	30% of AB	Not covered
<b>Crowns &amp; repair of crowns</b> (requires pre-treatment plan)	50% of AB	30% of AB	Not covered
<b>Prostodontics</b> (every 5 years), <b>Bridges</b> (construction & insertion), <b>Dentures</b> (construction & insertion) (all require pre-treatment plans)	50% of AB	30% of AB	Not covered
<b>Repairs of bridge &amp; dentures</b> (requires pre-treatment plan)	50% of AB	30% of AB	Not covered
<b>Reline existing partial or complete denture</b> (requires pre-treatment plan)	50% of AB	30% of AB	Not covered
<b>Class IV</b>			
<b>Orthodontics</b> for dependents up to age 19 (requires pre-treatment plan)	50% of AB	50% of AB	Not covered

AB = Allowed Benefit

## BlueCard Program – Out-Of-Area Coverage (PPO Members only)

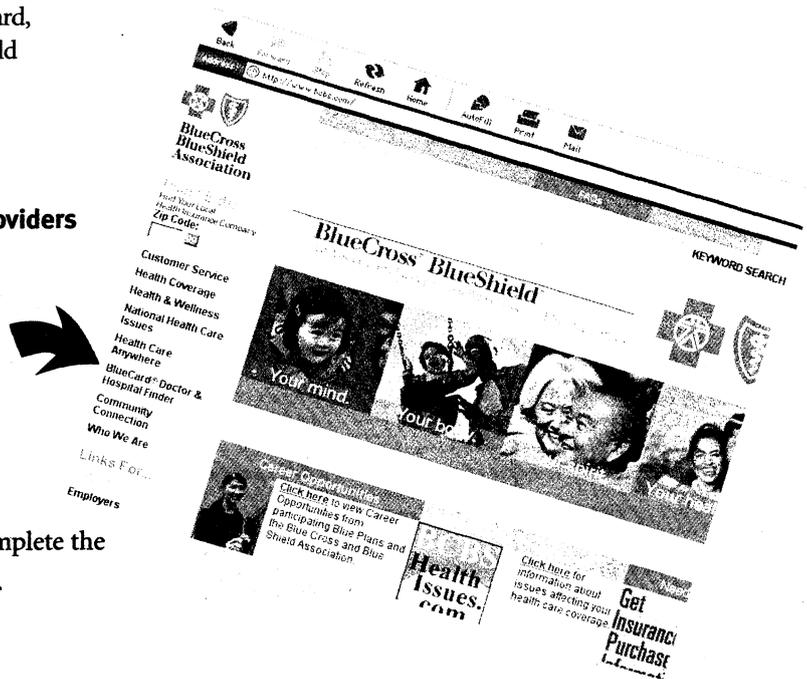
As a member of CareFirst BlueCross BlueShield, you have access to the BlueCard program. If you or your dependents are traveling for work, school, or vacation, your CareFirst benefits travel with you. BlueCard allows you and your dependents to access any BlueCross BlueShield Preferred Provider throughout the United States. As a BlueCard member, you are eligible to receive care outside of the CareFirst service area and you do not have to worry about filing any claims.

1. Visit a participating hospital, physician or provider.
2. Present your CareFirst Identification Card.
3. After you receive medical treatment, the provider will file the claim on your behalf to CareFirst BlueCross BlueShield.
4. CareFirst will process the claim, applying all coverage benefits and savings. You are only responsible for the applicable cost sharing (i.e. any copay, deductible or coinsurance amounts).
5. The provider is reimbursed directly by CareFirst for services.
6. Once the claim has been processed, you will receive an Explanation of Benefits (EOB), which details how the claim was processed and your payment responsibility.

To find out if a provider or hospital participates with BlueCard, simply call 1-800-810-BLUE, or visit the BlueCross BlueShield web site at [www.bluecares.com](http://www.bluecares.com)

### How to Locate Blue Cross and Blue Shield PPO Providers

- 1) You can access the Blue Cross and Blue Shield Association's web page at [www.bcbs.com](http://www.bcbs.com).
- 2) Click on **BlueCard** - Doctor and Hospital Finder.
- 3) In section 1, enter the address of the area in which you need a PPO provider.
- 4) Select **PPO network** as your option in section 2.
- 5) Continue with the type of search you would like to perform and the type of provider in areas 3 and 4. Complete the remainder of the information needed in areas 5 and 6.



CareFirst.   
BlueCross BlueShield

10455 Mill Run Circle  
Owings Mills, Maryland 21117

[www.carefirst.com](http://www.carefirst.com)

**ARTICLE XV**  
**Salary**

15.1 (See Salary Schedule, Page 42).

15.2 Teachers having earned a Doctor's degree shall receive a salary differential of \$500 to be added to the appropriate step of the Master's Plus 30 salary schedule.

15.3 Teachers with Provisional Certificates and Master's degrees are paid on the provisional salary schedule plus \$200.

15.4 Teachers who have completed 19, 24, and 29 years of actual service in Harford County shall receive \$2000 longevity increments at each level.\*

\*NOTE: This proposal requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budgets for the school system.

15.5 **Salary for Summer Employment.** The salary of teachers employed in summer school programs instructing students shall be 75% of the daily rate (1/190th) of the regular teacher's annual salary for the schedule effective July 1 of that year.

The salary of teachers who are appointed to develop curriculum, participate in staff development and/or school improvement activities shall be \$100 per day.

Salary for professional services will be prorated according to the time required in the assignment with six (6) hours equal to one (1) day, except for some vocational agriculture teachers who may be paid on the basis of seven (7) hours per day.

15.6 **Credit for Military Service.** Newly appointed teachers shall receive salary credit up to two (2) years of active service in the Armed Services. Veterans who are employed on a Provisional Certificate who receive two (2) years of salary credit shall have two (2) years to become fully certified.

15.7 **General Salary Provisions.** The annual salary of a teacher is earned over the course of the school year and is paid bi-weekly over 22 equal pays. The Board shall direct a portion of the teacher's net pay to a teacher-designated account for purposes of providing summer pay for those teachers who elect to do so.

15.8 Payroll checks for all regularly employed teachers will be distributed to the schools biweekly during the school year. Checks for regularly employed teachers who are leaving the system or who have their checks held for an adjustment will be distributed not later than the next scheduled payday.

15.9 Teachers who are hired on or after March 1 shall be paid per diem for the month of June. The rate shall be determined by dividing the teacher's yearly salary by the number of days of expected teacher attendance for the year and multiplying that quotient by the teaching days in June.

15.10 Teachers who resign while school is still in session in the month of June shall be paid in proportion of the month's salary based upon the ratio of days taught in June to the days school is open in June. The same calculation will be used to compute the salary in the case of resignations which become effective in December or during the month of the spring vacation.

15.11 Teachers who resign during other school months will be paid the proportion of their biweekly salary based upon days worked and days school was in session for the pay period.

15.12 Salary adjustments based upon obtaining a Master's degree, Doctor's degree, an Approved Program of Study beyond the Master's degree or an Advanced Professional Certificate, shall be effective the first of the month following the completion of all the requirements.

15.13 Teachers who fail to merit the Advanced Professional Certificate shall suffer a salary penalty of \$1,000 for the first year and shall revert to the provisional salary scale for subsequent years.

## **ARTICLE XVI**

### **Compensation for Other Duties**

16.1 **Outdoor Education.** Unit members who participate overnight in the Outdoor Education Program at Harford Glen shall receive \$40 per night.

16.2 **Remuneration for Coaching.** Remuneration or compensatory time will be provided for those teachers whose student activities sponsorship and/or coaching of interscholastic athletics extend beyond the regular duty day for several consecutive days or weeks over an extended period of time and limited to those activities listed in this article. The following conditions shall apply.

16.3 Assignments will be filled by the most promising qualified candidates who apply for the position. Volunteers will be considered. If there is no acceptable candidate for a position, the most promising, qualified teacher for the position may be assigned and will be expected to serve unless such assignment would result in undue sacrifice.

16.4 Teachers shall be notified of their coaching and/or sponsorship activities assignment by no later than July 1. Notice of coaching and/or sponsorship position vacancies which open subsequent to July 1 will be posted in the affected school. Assignments to vacancies which may exist subsequent to July 1 shall be made in writing prior to the start of the activities. When circumstances preclude the offering of the activity, as referred to herein, notification of the cancellation of the assignment shall be made as soon as feasible.

16.5 The specific student activity program and the number of teachers assigned to each activity in each school shall be determined by the principal.

16.6 It shall be the responsibility of the principal when assigning these duties to give consideration to the educational objectives of the activities.

16.7 The athletic director shall be eligible to coach no more than one (1) sport per year. Exceptions may be authorized only by the Superintendent. No teacher shall be required to coach more than one (1) sport per season.

The duty period assigned to an athletic director will be used, primarily, to perform duties related to the responsibilities of being an athletic director. However, it is understood that there may be times when an athletic director may be assigned to perform other duties.

16.8 The total amount of compensation which will be allotted to football coaches for summer coaching will be an amount equal to one (1) day's pay at the summer rate of 75% of salary for the head football coach and one (1) day's pay at the summer rate of 75% of salary for one designated assistant for each day of summer coaching, not to exceed ten (10) days.

16.9 Any teacher who is sponsoring or coaching one of these activities and who has been scheduled for appropriate compensatory released time and any teacher who is sponsoring or coaching one of these activities and whose sponsorship or coaching is generally completed during the duty day shall not be eligible for remuneration. (In all cases in question in this paragraph, the principal shall make the determination.)

16.10 If two (2) or more teachers are to share the responsibility for student activity sponsorship or coaching in one of the areas indicated, the principal, after consultation with the teachers involved shall state on a written notice of assignment how the allowance is to be divided.

16.11 Payment for coaching and sponsorship shall be made in one (1) check at the conclusion of the athletic season or activity and upon the presentation of the appropriate form signed by the principal.

16.12 Remuneration for coaching and sponsorship of student activities for the 2003-2004 and 2004-2005 school years, respectively, shall be as set forth on pages 43 and 44 of the Agreement.

**ARTICLE XVII**  
**Reimbursement for Tuition and Conferences**

17.1 The Board shall reimburse tuition to employees holding professional certificates based on the following conditions:

- (1) Funds appropriated for the line item(s) for tuition reimbursement are available and have not been expended.
- (2) Coursework eligible for tuition reimbursement must be applicable toward obtaining or renewing a professional certificate. Coursework taken beyond the Master's Degree in a pre-approved doctoral program will be eligible for tuition reimbursement up to a maximum of forty-five (45) semester hours of credit.
- (3) Beginning with coursework completed in the fall of 2003, undergraduate coursework will be reimbursed for the actual cost of tuition up to a maximum of \$275 per semester hour of credit.
- (4) Beginning with coursework completed in the fall of 2003, undergraduate coursework, when applicable toward obtaining or renewing a professional certificate, will be reimbursed for the actual cost of tuition up to a maximum of \$75 per semester hour of credit.
- (5) No professionally certificated employee will be reimbursed for more than twelve (12) semester hours of credit per fiscal year.
- (6) A grade of "C" or better must be achieved.
- (7) In order to be reimbursed, the employee must return for the subsequent full semester of professional experience. If the employee does not return for the subsequent semester, deductions will be withheld from accrued salary if available. Otherwise, the employee will be responsible for returning any reimbursed funds.
- (8) In order to receive reimbursement for summer coursework, the employee must have been professionally employed by Harford County Public Schools the previous spring
- (9) Professionally certificated employees receiving scholarships, grants, etc., will be eligible for reimbursement if the tuition cost exceeds the scholarship. In such cases, the Board will reimburse the difference between the scholarship and the amount that would have otherwise been reimbursed.

17.2 The Board shall reimburse tuition to employees holding a Provisional/Conditional Certificate based on the following conditions:

- (1) The employee must be seeking initial certification. Payments will not be made to an employee who has allowed his or her professional certificate to lapse.
- (2) Funds appropriated for the line item(s) for tuition reimbursement are available and have not been expended.
- (3) Coursework eligible for tuition reimbursement must be applicable toward obtaining a professional certificate.
- (4) Beginning with coursework completed in the fall of 2003, graduate coursework will be reimbursed for the actual cost of tuition up to a maximum of \$275 per semester hour of credit.
- (5) Beginning with coursework completed in the fall of 2003, undergraduate coursework, when applicable toward certification, will be reimbursed for the actual cost of tuition up to a maximum of \$75 per semester hour of credit.
- (6) No employee will be reimbursed for more than twelve (12) credits per fiscal year.
- (7) A grade of "C" or better must be achieved.
- (8) In order to be reimbursed, the employee must return for the subsequent full semester of professional experience. If the employee does not return for the subsequent semester, deductions will be withheld from accrued salary if available. Otherwise, the employee will be responsible for returning any reimbursed funds.
- (9) Certificated employees receiving scholarships, grants, etc., will be eligible for reimbursement if the tuition cost exceeds the scholarship. In such cases, the Board will reimburse the difference between the scholarship and the amount that would have otherwise been reimbursed.

**Note:** "Actual cost of tuition" is defined as actual out-of-pocket expenses for tuition that have been paid by the eligible employee. The actual cost of tuition to be reimbursed, up to the applicable maximum, is the employee's net expenses after all financial assistance such as scholarships, grants, and VA benefits, have been deducted. This Article requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the operating budgets for the school system.

17.3 Any tenured classroom teacher who is assigned by the Human Resources Department for the convenience of the Board to a teaching field requiring a certificate other than the one he or she holds, will be reimbursed 100 percent of the tuition costs for certification in the new field.

17.4 **Reimbursement for Professional Meetings.** As a part of the inservice program for teachers in Harford County schools, provision is made for attendance at conferences which are closely related to the work of the individual teacher.

With the approval of his or her principal, a teacher may be absent for such experiences without loss of salary. Upon the recommendation of the principal and with the approval of the Superintendent, a teacher may also be reimbursed for registration fees and lodging expenses incurred in the conference attendance.

17.5 Teachers should submit requests for attending such conference at their earliest convenience in order to receive consideration. This consideration shall be based on the needs of the county program of instruction, of particular departments in local schools, and the educational advantage to be gained by the teacher.

## **ARTICLE XVIII**

### **Outside Activities**

18.1 **A Teacher As A Citizen.** Teachers are entitled to campaign for candidates, run for and serve in public office, provided that no political activities interfere with any of the teacher's duties.

18.2 A teacher may introduce matters concerning political issues, or controversial issues as they relate to relevant and appropriate course content provided the teacher shall make every effort to see that all sides are presented fairly. All statements of the teacher's opinions shall be clearly identified as such.

18.3 Should a tenured teacher seek and/or be elected or appointed to a public office which would necessitate prolonged absence from the classroom he or she shall request, and the Board shall grant a leave of absence, without pay for no more than one year.

18.4 **Supplemental Employment.** Teachers shall not engage in supplemental employment which results in conflicts of interest between the private interests of the teacher and his or her official duties and responsibilities.

18.5 Teachers shall not engage in the solicitation of business or the ordering or delivery of materials for financial gain while on school premises.

**ARTICLE XIX**  
**Probation, Tenure and Evaluation**

19.1 Tenure in a Maryland school system is a protection granted to teachers who have satisfactorily passed a period of probationary service, to continue in a teaching position in the system. It requires that such teachers keep their professional teaching certificate in force and that dismissal be only for reasons specified in the State School Laws.

19.2 **Probationary Teachers.** The first two (2) years of employment is the probationary period. During each of these years a teacher shall be observed at least four (4) times by more than one qualified person as determined by the Superintendent. Upon the request of a teacher, a supervisor shall provide for a demonstration of the classroom technique or procedure in question. All observations of a classroom teaching performance shall be conducted openly.

19.3 Administrators and/or supervisors shall hold formal evaluation conferences each semester with all teachers in their first and second year in Harford County. At that time, if appropriate, the teacher shall be advised by the principal that the principal will recommend that the teacher not be retained in the system.

19.4 A written statement of evaluation will be prepared and reviewed with the teacher within a reasonable time after each formal evaluation conference. In the event that the teacher feels his or her evaluation is incomplete or unjust, he or she will append an addendum giving his or her point of view. The evaluation is, however, to be signed by the teacher; this signature means only that the teacher read the evaluation. A copy of this evaluation and addendum shall be filed in the school office, a copy shall be placed in the evaluation file in the Human Resources Department and a copy shall be given to the teacher.

19.5 Probationary teachers who will not be retained will receive notice in writing before May 1. For individuals employed on or after January 1 the notification date shall be not later than sixty (60) days prior to the anniversary date of employment of the first year or not later than sixty (60) days prior to the second anniversary date of employment.

19.6 **Tenured Teachers.** Tenured teachers will receive formal evaluation conferences at least by the end of their fifth year in Harford County and at the minimum rate of once every five (5) years thereafter. All observations of a classroom teaching performance shall be conducted openly.

19.7 Principals and/or supervisors shall hold the formal evaluation conferences. After the conferences, a written statement of evaluation will be prepared and reviewed with the teacher within a reasonable time. Any material presented at the conference which was not previously known to the teacher shall be reviewed by the principal and the teacher before it may be entered into the written evaluation.

19.8 In the event that the teacher feels his or her evaluation is incomplete or unjust, he or she will append an addendum giving his or her point of view. The evaluation is, however, to be signed by the teacher. This signature does not indicate approval. A copy of this evaluation and addendum shall be placed in the evaluation file in the Human Resources Department, and a copy shall be given to the teacher.

19.9 A teacher shall be able, upon appointment and with or without an associate, to review the contents of the evaluation file and the personnel file concerning themselves. This review shall not include confidential materials such as reference letters or basic data received in the course of initial employment.

19.10 Complaints of a serious nature which shall be included in the personnel file of the teacher shall be brought to the attention of the teacher so that he or she may respond to them.

Following the completion of an investigation, complaints of a serious nature which will be maintained by the principal in the school file shall be brought to the attention of the teacher so that he or she may respond to them.

19.11 A teacher may attach a signed and dated addendum to these documents to which he or she has access.

## ARTICLE XX Discipline

20.1 The Board of Education and the Association support the need for each class to be a good learning environment free from interference from seriously disruptive pupils. The Board and Association also agree that consistent enforcement of clear and specific rules are vital to maintaining a safe, secure, and effective school environment for learning. All schools are urged to use their resources of successful professional experience, staffing allotment, and materials of instruction in the development of ways to help and to control the seriously disruptive child.

20.2 **Maintenance of Classroom Control and Discipline.** When, in the professional judgment of a teacher, a student is, by his or her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student temporarily from the classroom and refer the student to the principal or designee.

20.3 When a student has been referred to the principal or designee for disciplinary action, the principal or designee shall confer with the teacher prior to returning the student to the classroom. Confer means a discussion or dialogue by any means, e.g., telephone, electronic mail, or an in-person conference, where the views of the teacher are communicated and considered. Plans for handling disruption of the teaching process should be ones in which teachers and principals work in concert to achieve this end.

20.4 Any teacher threatened with physical abuse in connection with his or her employment should immediately report the incident to his or her principal or designee. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner.

20.5 The Association and the Board of Education agree that consistent enforcement of clear and specific rules are vital to maintaining a safe, secure, effective school environment for learning. The parties encourage schools to incorporate conflict management strategies and student participation in the implementation of discipline policies.

## ARTICLE XXI Certification

21.1 **Advanced Professional Certificate.** Professional Certification in Maryland includes the requirement that educators obtain an Advanced Professional Certificate within ten (10) years of initial certification. In order to merit the Advanced Professional Certificate one must have the recommendation of the local superintendent and:

1. Four years of successful teaching experience
2. a Master's Degree relevant to the professional assignment and/or anticipated assignment  
or
3. completed a planned program of 36 credit hours relevant to the professional assignment and/or anticipated assignment.

Different requirements apply to vocational teachers.

21.2 The "planned program of 36 credit hours" must be approved. In Harford County, the following procedure is to be used to secure that approval:

1. The program must be planned to fulfill some acceptable professional objective.
2. A minimum of twenty-one (21) graduate credits must be earned at colleges which confer advanced degrees. The remaining fifteen (15) credits may be undergraduate and/or state approved inservice workshops. All undergraduate course work must have prior written approval from the Assistant Superintendent for Human Resources.
3. In general, secondary teachers are expected to limit their approved courses to two (2) teaching fields.
4. No grades lower than "C" are acceptable.
5. The plan itself must receive prior approval from the supervisor who works with the teacher, his or her principal, and the Assistant Superintendent for Human Resources.

6. The planned program must be regarded as being flexible enough to allow for reasonable substitutions in courses or subjects to be taken.
7. Teachers are asked to use the prepared form available from the Human Resources in submitting their plans for study for approval.

**21.3 Planned Program of Study Beyond the Master's Degree.** The Board has approved increments for teachers who complete approved programs of study beyond the Master's degree. The purpose of the increments is to encourage teachers to continue in their studies in order that their work with children and youth may continue to increase in effectiveness.

**21.4** The completion of college or university supervised programs which yield a second Master's degree or advanced certificates will be accepted as meeting the requirement of thirty (30) semester hours of approved work beyond the Master's degree provided that no duplication of courses is involved. Teachers who are involved in a doctoral program but do not complete an organized unit of work which yields a certificate from a college or university may submit their college-directed program for approval. It will be necessary to have a statement from the teacher's advisor or other college official stating that the courses involved constitute a part of a definite program leading to the Doctor's degree.

**21.5** Teachers who are not involved in a college-directed program but who wish to take further preparation beyond the Master's degree and to qualify for the salary increments for thirty (30) semester hours beyond the Master's degree may have their programs approved by the following procedures.

**21.6 General Statement**

1. The program must be planned to fulfill some acceptable professional objective and be related to the teacher's present or prospective teaching assignment.
2. A minimum of fifteen (15) credits must be earned at colleges which confer advanced degrees. A maximum of fifteen (15) credits which are not duplicates of former work, may be earned in undergraduate courses at accredited community colleges. Of these fifteen (15) credits, six may be earned through state-approved inservice workshops. All undergraduate course work must have prior written approval from the Assistant Superintendent for Human Resources.
3. In general, the programs for secondary school teachers should include no more than two (2) areas of study.
4. In general, the programs for elementary school teachers should include no more than (3) areas of study.
5. The plan itself must receive prior approval from the teacher's supervisor, principal, and the Assistant Superintendent for Human Resources.

6. The planned program must be regarded as being flexible enough to allow for reasonable substitutions in courses or subjects to be taken.

7. The planned program will have to be subject to review in the light of new information and new developments.

8. Teachers are asked to use the prepared form available from Human Resources in submitting their plans of study for approval.

21.7 The Advanced Professional Certificate is renewed in Harford County by the presentation of six (6) semester hours of additional study during each five or ten-year period, whichever is required under state procedures.

21.8 Certification – Teachers who seek the National Board Certification and receive prior approval of the Superintendent shall receive financial assistance equal to one half of the required program entry fees. Candidates who fail to successfully complete the program within the established time allotment will be required to reimburse the Harford County Public Schools for program entry fees. National Board Certified Teachers will be paid on the same scale as Master's Degree with Professional Certificate.\*

\*Note: This proposal requires fiscal support and will be subject to the decisions of the fiscal authorities and the Board of Education's final actions on the operating budgets of the school system.

## ARTICLE XXII Personal Rights

22.1 No teacher shall be reduced in compensation or reduced in rank with a resulting reduction in compensation for arbitrary or capricious reasons.

22.2 \* The teacher is recognized as the person with primary responsibility for determining the grades for the students in his or her class.

22.3\* **Teachers' Citizenship Rights.** The Board of Education recognizes the citizenship rights of teachers. Should any section of this agreement be held to be violative of a teacher's citizenship rights under the law by a court of competent jurisdiction, such section of this agreement shall be deemed null and void.

22.4\* **Self-Protection.** A teacher may, in accordance with the law, apply such amount of force as is reasonable and necessary for the purpose of self-defense.

22.5\* The Board and the Association agree not to interfere with the right of the teacher to join and participate in the Association or not to join the Association.

\*These provisions are not subject to the grievance procedure.

**ARTICLE XXIII**  
**Councils and Committees**

23.1 **Faculty Advisory Committee.** A Faculty Committee composed of teachers shall be established in each school.

23.2 The committee will consist of not less than three (3) members or more than fifteen (15) members.

23.3 Members of the committee shall be elected in each school by the teachers during the month of September and shall serve through June 30. In case of resignation, transfer, or other reason an elected member cannot serve, a special election shall be conducted to choose a successor.

23.4 The purpose of the Faculty Committee will be to advise the principal with reference to procedures for the operation of the school.

The principal shall meet with the Faculty Committee at mutually agreeable times upon the call of either the Faculty Committee or the principal, but not later than ten (10) school days from the date of request. The principal shall consider the advice of the committee and may submit topics to that committee for their study and advice.

23.5 **Advisory Instructional Council.** The Superintendent will appoint an Instructional Council whose composition will include teacher representation.

**ARTICLE XXIV**  
**Health and Safety**

24.1 The Harford County Public Schools has the responsibility to provide safe school facilities and to maintain them in a safe and adequate manner. Teachers are obligated to report any condition affecting the health and/or safety of pupils or employees of the Harford County Public Schools to the principal of the school where such condition is observed so that appropriate action can be instituted by the principal within a reasonable time.

24.2 Teachers shall not be required to search for explosives.

24.3 Teachers will cooperate fully in filling out "Standard Accident Report" forms so that the appropriate data can be gathered for use in a systematic accident prevention program.

24.4 **Health Report.** Each school will develop and maintain a list of those students whose parents or physicians have notified the school of a significant health problem which requires exceptional consideration in dealing with the student. This list will be available to review by all teachers, and it will be the responsibility of all teachers to avail themselves of the health records of the listed students with whom they will be involved.

24.5 The confidentiality of this recorded information will be preserved by those who have access to it.

## **ARTICLE XXV Reduction in Force**

In a reduction in teaching personnel within any segment(s) of the school system such as a subject field, an elementary assignment, a special assignment or a vocational teaching assignment, the determination of those who are to be separated will be in the following order:

1. Nontenured teachers holding provisional certificates
2. Nontenured teachers holding regular certificates
3. Tenured teachers

At such time when teachers in the above categories are to be separated when all other factors are equal the length of continuous service in Harford County Public Schools, appropriate certification and ability to teach the available grade levels or subject areas shall be the determining factor.

The regularly certificated teachers who are separated shall be placed on a priority recall list for a period of two years and shall be recalled in inverse order of their separation when appropriate positions become available.

A teacher on the priority recall list shall be notified in writing of any vacancy which occurs in his or her field of certification and shall indicate in writing within ten (10) days of the receipt of the letter his or her acceptance or rejection of the position. If the teacher rejects the position or cannot begin the new assignment within thirty (30) days from the date of notification, the teacher shall be deemed to have waived his or her rights to recall. However, a teacher who has accepted employment in another public school system in Maryland and is unable to get released from his/her employment contract may decline an offer to return to work and maintain recall rights if the offer is issued later than July 1, for a position which becomes available at the beginning of, or during, the following school year.

Leaves of absence will not be regarded as a break in the continuity of service although leave time will not count as active service.

The layoff and recall provisions of this article are subject to such Equal Employment Opportunity Commission guidelines or other employment programs as required of or adopted by the Board of Education in order to maintain existing or required staff balance.

Any action taken under this policy will not be subject to the grievance procedure; however, it shall be subject to the administrative complaint procedure.

## ARTICLE XXVI

### Miscellaneous

26.1 **Textbooks and Materials of Instruction.** Opportunity will be made for teachers to recommend the instructional materials which they will utilize in working with students.

26.2 **Parking.** A reasonable portion of the parking lot at each school will be designated for teachers.

26.3 **Recommendations on New Facilities.** Recommendations regarding new schools will be sought. Provision will be made for classroom teachers to serve on the Educational Specifications Committee.

26.4 **Final Report Cards.** Each school shall have the option of either mailing the final report card during the week following the close of school, or presenting the report card to the child on the last day of school.

26.5 The Board shall continue, within budgetary limits, to provide adequate classroom space, classroom furniture, teacher furniture and equipment, and supplies and materials so that high level professional teaching can take place in the classrooms of the county. The supply and equipment needs of each teacher shall be surveyed by the principal. The principal shall requisition such materials, within budgetary limits, through standard procedures in effect throughout the school system.

26.6 Carts will be provided in each school where necessary to be used by floating teachers to move materials and supplies. Each school shall continue to be provided with serviceable duplicating equipment and supplies of duplicating material to the extent of available funds.

- 26.7 **School Phones.** A telephone shall be provided for professional use in each school.
- 26.8 Report card comments for third and fourth marking periods shall be optional at the elementary level unless the reporting system is changed to a conference or comment system.
- 26.9 The date and time for conferences which are scheduled beyond the duty day shall be mutually agreed upon by the parties concerned.
- 26.10 **Travel Reimbursement.** Teachers shall be reimbursed for travel, which has been approved by the Superintendent, at the rate established by the Internal Revenue Service.

## ARTICLE XXVII

### Duration

27.1 This agreement shall take effect on July 1, 2003, and shall remain in full force and effect through June 30, 2005, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter 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.

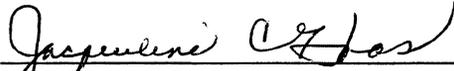
27.2 In accordance with Article II, section 2.4 of this negotiated agreement, the Association and the Board will reopen negotiations for the 2004-2005 school year on salary, insurance, and tuition reimbursement only.

Negotiations under this provision shall commence no later than the week following the Thanksgiving holiday and conclude prior to the winter holiday, unless the parties mutually agree upon a revised schedule.

Harford County Education Association

  
\_\_\_\_\_  
PAUL SCHATZ/s/  
HCEA President

Harford County Public Schools

  
\_\_\_\_\_  
JACQUELINE C. HAAS/s/  
Superintendent of Schools

HARFORD COUNTY PUBLIC SCHOOLS - SALARY SCHEDULE FOR CERTIFICATED TEACHERS - Effective July 1, 2003

Years of Experience	Bachelor's Degree with Standard Professional Certificate	Bachelor's Degree with Advanced Professional Certificate	Master's Degree and/or National Board Certificate with Professional Certificate	Master's Degree Plus 30 Hours with Professional Certificate	Provisional Certificate
1	33,291	N/A	35,317	36,376	33,291
2	34,288	N/A	36,376	37,467	34,288
3	35,317	N/A	37,467	38,592	35,317
4	36,376	37,467	38,592	39,750	28,026
5	37,467	38,592	39,750	40,942	28,201
6	38,592	39,750	40,942	42,391	28,377
7	39,750	40,942	42,171	44,421	28,551
8	40,942	42,171	43,435	46,111	28,727
9	42,171	43,435	44,740	47,806	28,901
10	43,435	44,740	46,081	49,497	29,132
11		46,081	47,464	51,193	29,433
12		47,464	48,887	52,888	29,722
13		48,887	50,355	54,581	30,029
14		50,355	51,863	56,275	30,324
15		51,863	53,420	57,966	30,616

Professional employees having earned a doctorate shall receive a salary differential of \$500 to be added to the appropriate step of the Master's Plus 30 salary schedule.

Teachers who have completed 19, 24, and 29 years of actual service in Harford county shall receive \$2,000 longevity increments at each level.

Teachers with Provisional Certificates and Master's Degrees are paid on the Provisional salary schedule plus \$200.

Newly appointed teachers shall receive salary credit up to two (2) years of active service in the Armed Services.

As permitted by relevant statutes, the salary schedule set forth above includes additional funding allocated by the Maryland General Assembly for fiscal year 2004. The Board has advised the Association that it will offset the 1% reduction in state supported funding for the Salary Schedule for fiscal year 2004 resulting from the phase out of the Governor's Challenge Program.

HARFORD COUNTY PUBLIC SCHOOLS  
COMPENSATION FOR EXTRA DUTY - 2003-2004

Specific Activities	Head	Jr. Varsity Head	Varsity Assistant	General Activities	Compensation
Athletic Director	\$ 3,450			Secondary Intramural Director	\$ 1,513
Football	\$ 2,875	\$ 2,156	\$ 1,926	Secondary Intramural Director/Asst.	\$ 955
Basketball (Boys)	\$ 2,530	\$ 1,898	\$ 1,695	High School Band	\$ 1,300
Basketball (Girls)	\$ 2,530	\$ 1,898	\$ 1,695	High School Vocal/Orchestra	\$ 884
Wrestling	\$ 2,530	\$ 1,898	\$ 1,695	Yearbook/Forensics/H.S. Newspaper	\$ 1,020
Track/Field (Boys)	\$ 2,070	\$ 1,553	\$ 1,387	Dramatics**	\$ 1,718
Track/Field (Girls)	\$ 2,070	\$ 1,553	\$ 1,387	School Literary Publication	\$ 955
Soccer (Boys)	\$ 2,070	\$ 1,553	\$ 1,387	Majorette - Advisor/Coach	\$ 676
Soccer (Girls)	\$ 2,070	\$ 1,553	\$ 1,387	Prom	\$ 1,025
Baseball	\$ 2,070	\$ 1,553	\$ 1,387	Student Council Advisor	\$ 1,025
Field Hockey	\$ 2,070	\$ 1,553	\$ 1,387	FBLA	\$ 1,025
Lacrosse (Boys)	\$ 2,070	\$ 1,553	\$ 1,387	It's Academic	\$ 1,025
Lacrosse (Girls)	\$ 2,070	\$ 1,553	\$ 1,387	Senior Class Sponsor	\$ 1,025
Softball	\$ 2,070	\$ 1,553	\$ 1,387	Destination Imagination	\$ 1,025
Aquatics (Boys)	\$ 1,725		\$ 1,156	Middle School Intramural Asst. Dir.	\$ 955
Aquatics (Girls)	\$ 1,725		\$ 1,156	Math Counts	\$ 772
Gymnastics (Boys)	\$ 2,070			Middle School Student Council Advisor	\$ 1,025
Gymnastics (Girls)	\$ 2,070			National Honor Society	\$ 1,025
Tennis	\$ 1,725	\$ 1,294	\$ 1,156	Foreign Language National Honor Soc.*	\$ 1,025
Cross Country (Boys)	\$ 1,725			SADD, FFA, VICA, DECA, and HOSA	\$ 1,025
Cross Country (Girls)	\$ 1,725			Envirothon	\$ 1,025
Volleyball (Boys)	\$ 2,070		\$ 1,553	Future Teachers Club	\$ 1,025
Volleyball (Girls)	\$ 2,070		\$ 1,553		
Golf	\$ 1,150				
Cheerleader - Advisor/Coach Fall	\$ 2,070				
Cheerleader - Advisor/Coach Winter	\$ 2,070				
Cheerleader - JV Asst./Coach - Fall		\$ 1,553			
Cheerleader - JV Asst./Coach - Winter		\$ 1,553			

Two Varsity Assistant positions are allocated to each high school for football, boys lacrosse, and girls lacrosse. One Junior Varsity Assistant position is allocated to each high school for football at \$1438. One Junior Varsity Assistant position is allocated to each high school for boys lacrosse at \$1035. One Junior Varsity Assistant position is allocated to each high school for girls lacrosse at \$1035.

\* For qualified Honor Society

\*\*Each of two plays at \$859. The principal may adjust the rate to provide for several small or a more extensive production.

Longevity increments of \$75 shall be provided after five (5) years, ten (10) years, and fifteen (15) years of service in the same activity.

HARFORD COUNTY PUBLIC SCHOOLS  
 COMPENSATION FOR EXTRA DUTY  
 2004-2005

Specific Activities	Head	Jr. Varsity Head	Varsity Assistant	General Activities	Compensation - HS	Compensation- MS	Compensation- ES
Athletic Director	\$ 5,220			Secondary Intramural Director	\$ 1,854	\$ 1,576	
Football	\$ 3,232	\$ 2,424	\$ 2,166	Secondary Intramural Director/Asst.	\$ 1,118	\$ 995	
Basketball (Boys)	\$ 2,922	\$ 2,192	\$ 1,957	High School Band	\$ 1,943		
Basketball (Girls)	\$ 2,922	\$ 2,192	\$ 1,957	High School Vocal/Orchestra	\$ 1,501		
Wrestling	\$ 2,922	\$ 2,192	\$ 1,957	Yearbook/Forensics/H.S. Newspaper	\$ 1,162	\$ 778	
Track/Field (Boys)	\$ 2,300	\$ 1,726	\$ 1,541	Dramatics**	\$ 1,991	\$ 1,334	\$ 657
Track/Field (Girls)	\$ 2,300	\$ 1,726	\$ 1,541	School Literary Publication	\$ 1,080	\$ 724	\$ 356
Soccer (Boys)	\$ 2,300	\$ 1,726	\$ 1,541	Majorette - Advisor/Coach	\$ 931		
Soccer (Girls)	\$ 2,300	\$ 1,726	\$ 1,541	Prom	\$ 1,165		
Baseball	\$ 2,300	\$ 1,726	\$ 1,541	Student Council Advisor	\$ 1,217	\$ 1,042	\$ 402
Field Hockey	\$ 2,300	\$ 1,726	\$ 1,541	FBLA	\$ 1,127		
Lacrosse (Boys)	\$ 2,300	\$ 1,726	\$ 1,541	It's Academic	\$ 1,127		
Lacrosse (Girls)	\$ 2,300	\$ 1,726	\$ 1,541	Senior Class Sponsor	\$ 1,213		
Softball	\$ 2,300	\$ 1,726	\$ 1,541	Destination Imagination	\$ 1,127	\$ 1,127	\$ 1,127
Swimming (Boys)	\$ 1,983		\$ 1,329	Middle School Intramural Asst. Dir.	\$ 995		
Swimming (Girls)	\$ 1,983		\$ 1,329	Math Counts	\$ 812	\$ 812	
Tennis	\$ 1,983	\$ 1,487	\$ 1,329	National Honor Society	\$ 1,127	\$ 1,025	
Cross Country (Boys)	\$ 1,983			Foreign Language National Honor Soc.*	\$ 1,127		
Cross Country (Girls)	\$ 1,983			SADD, FFA, VICA, DECA, and HOSA	\$ 1,127	\$ 755	
Volleyball (Boys)	\$ 2,300	\$ 1,726		Envirothon	\$ 1,217		
Volleyball (Girls)	\$ 2,300	\$ 1,726		Future Teachers Club	\$ 1,127	\$ 755	
Golf	\$ 1,248						
Cheerleader - Advisor/Coach Fall	\$ 2,214						
Cheerleader - Advisor/Coach Winter	\$ 2,214						
Cheerleader - JV Asst./Coach - Fall		\$ 1,661					
Cheerleader - JV Asst./Coach - Winter		\$ 1,661					

Two Varsity Assistant positions are allocated to each high school for football, boys Lacrosse, and girl's lacrosse. One Junior Varsity Assistant position is allocated to each high school for football at \$1617. One Junior Varsity Assistant position is allocated to each high school for boys lacrosse at \$1150. One Junior Varsity Assistant position is allocated to each high school for girls lacrosse at \$1150.

\* For qualified Honor Society

\*\*Each of two plays at \$995.50. The principal may adjust the rate to provide for several small or a more extensive production.

Longevity increments of \$100 shall be provided after five (5) years, \$200 after ten (10) years, and \$300 after fifteen (15) years of service in the same activity.



## SIDE LETTER OF AGREEMENT

HCEA and HCPS agree to establish job-sharing positions for the 2003-2004 school year. This is a one-year agreement. Upon joint evaluation by both parties, it will be decided whether to continue the agreement for a second year and to ultimately include the concepts as formal contract language.

1. This letter of agreement includes the following concepts:

- a. **Definition of Job Sharing:** Two members of HCEA's constituency desire and seek to share one full time position. This position would normally be one that is currently being filled full time by one of the two interested individuals.
- b. **Creation of the Job Share:** A job share position is initiated by two interested certified employees. A job share position is generally not to be created by the HCPS, nor is to be advertised or recruited. The request exists solely to meet the needs of the two employees.
- c. **Approval of Job Share Request:** Approval by HCPS will depend on whether or not the job sharing will meet the needs of the students being served. It is acknowledged that certain positions are more naturally suited to job share than others. HCEA will be notified immediately of the creation and nature of each job share approved by the HCPS.
- d. **Benefits:** Insurance Benefits provided by the HCPS to HCEA bargaining unit members will be apportioned to job share participants as follows:
  - i. Medical and Dental coverage, as well as any future coverage negotiated by HCEA and HCPS, will each be assigned solely to one or the other member of the job share. Individual benefits will not be "split," unless such an agreement is reached between the two employees and HCPS. Life insurance coverage may be obtained by both employees if desired. The employees are also eligible to participate in the supplemental life insurance plan in accordance with HCPS policies.
  - ii. Should an insurance-defined life style change occur for the member who chose not to take coverage occur during the year of the agreement, that employee will be allowed to take on HCPS coverage, but will be responsible for the total cost (employee + employer's premium) of that coverage.
- e. **Leave:** Leaves for illness and personal business will be apportioned according to how the job is split. In a 60-40 split, one sick day will in actuality be .6 of a day for one employee and .4 for the other. The same will be in effect for the 3 urgent business days.
- f. **In-Service Days:** Both members of the Job Share will follow whatever the current policy is for part time employees' attendance at staff development activities.
- g. **Letter of Agreement:** Both members will be subject to a letter of agreement. This letter will state the nature of the job share position and the assignment of benefits. It will state that if either of the two members options out of the share during the course of the school year, the other member must assume full responsibility for the position for the remainder of the school year. This may be due to resignation or any other situation that would involve separation. In such a case, no search for a replacement will be conducted. The remaining member will revert to a full time position with all duties and benefits.
- h. **Dissolution of Job Share:** The two members must notify Human Resources of their desire to continue or dissolve the job share for the next year by May 1<sup>st</sup>. Should the job share be dissolved for any reason the position will revert full time to the original holder of the position. The partner will be subject to administrative transfer policies. Should the position be eliminated by the system due to a reduction in force, the original holder of the position will retain seniority rights within the building. The other partner will be subject to administrative transfer.

2. Job Sharing Vs. Part-Time:

- a. Job Sharing is not a replacement for part-time or half time employment. Current policies and contract practices for part or half time employment remain in effect.
- b. Part-Time or Half time certificated employees serve in positions created by the needs of the school system. They do not share a full time job with another certificated employee.
- c. Part-time certificated employees continue to be eligible for full benefits.

Paul A. Achatz  
Name

HCEA President  
Title

August 1, 2003  
Date

Donald W. Harmon  
Name

Assistant Superintendent for H.R.  
Title

August 1, 2003  
Date