

**NEGOTIATED AGREEMENT**

**between**

**THE BOARD OF EDUCATION  
OF HARFORD COUNTY**

**and**

**THE HARFORD COUNTY  
EDUCATION ASSOCIATION**

**July 1, 2013 - June 30, 2014**

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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 supersede 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 who have been issued a contract with the Board under the provision of COMAR 13A.07.02.01, 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 Should either party suggest an impasse, the procedures as provided in the Education Article, Title 6, Subtitle 4 of the Annotated Code shall be followed.
- 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:
- (A) 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.)
  - (B) Drawing lots to determine which of the two initial panel members shall first strike a name from the list.
  - (C) 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 **Modification of Agreement.** 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 The Board will make this agreement available electronically for all teachers who may print the agreement at their work location. The Association may provide printed copies of the agreement to their membership at their cost.
- 4.9 The Association may utilize the inter-school courier service and the Harford County Public Schools' e-mail system for the distribution of its newsletter and for membership material. Newsletters or membership materials sent to all members shall be provided to the HCPS Communications office at the time of distribution. Other materials which have been approved by the Superintendent may also be distributed.
- 4.10 **Payroll Deduction.** The Board shall make available to the Association three (3) payroll slots for the deduction of Association dues, Association insurance, and other Association programs. The Association will submit authorization forms for each teacher who wishes to participate in payroll deductions for the combined HCEA, MSEA, 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 MSEA 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 **Grievant.** A grievant is the individual(s) who have been affected by the grievance. A grievant may be an individual, a class, or the Association.
- 5.3 **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.
- 5.4 **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).

5.5 **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.

5.6 **Arbitration.**

(A) **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.

(B) **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.

(C) **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.

(D) 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.

- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 The Association shall have the right to file grievances on its own behalf with respect to issues that are specific to the Association's rights arising under Sections 2.2, 2.4, and 2.7 regarding renegotiations and the impasse procedure; and matters arising under Article IV governing Association-Board Relations.
- 5.13 With regard to any other section of the negotiated agreement, the Association shall have the right to file grievances on its own behalf under the procedure set forth in Step 3 of Section 5.4. Following the Step 3 hearing, the**

**Superintendent's decision is final and shall not be subject to binding arbitration (Section 5.6).**

**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.

(A) 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.

(B) 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.

Principals must interview a minimum of three voluntary transfer candidates if three or more apply, before a new teacher candidate can be selected for a vacancy. The voluntary transfer candidate with the longest continuous service in Harford County must be one of the three candidates interviewed. 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 July 15.

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:

(A) 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.

- (B) 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 Vacancies**

- 7.1 **Announcement of Vacancies.** Vacancies which are to be filled in administration, supervision, department chairpersons, teachers-in-charge, teacher specialists, mentors, and eleven-month positions 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 the Superintendent.

- 7.6 **Referral to the 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 **Work Year.** 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 **Eleven-Month Teachers.** Teachers whose positions require them to work 210 days are eleven-month teachers. Teachers will be paid their per diem rate for the additional days, which will be calculated into their annual salary. All salary earned in the eleven-month position will be reported to the Maryland State Retirement Agency. The additional days (beyond 190) must be worked within the current fiscal year and shall be agreed upon by the principal/supervisor and the teacher. The staffing of eleven-month positions is subject to Article VII of this Negotiated Agreement.
- 8.3 **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.

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

General faculty meetings, school improvement meetings and other meetings directly related to the teacher's assignment 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 responsibilities among the teachers in the school. Consideration will be given to teacher preferences when assigning teachers to supervise school-related activities. Assignments will be filled by volunteers first. Each teacher will be required to **perform extra duty responsibilities** for nine (9) hours per school year without additional compensation. After a teacher has completed nine (9) hours of **extra duty responsibilities** without compensation, the teacher shall be paid for subsequent **extra duty responsibilities** at the rate of twenty dollars (\$20) per hour. Duty hours for **extra duty responsibilities** shall be calculated from the officially assigned start time until the Administrator in charge of the event officially releases the teacher. Weekend activities shall be voluntary; however, teachers may select weekend activities toward the nine (9) required hours as noted below. **Extra duty responsibilities may include ticket sales, ticket collection, general supervision, and other reasonable duties as assigned by the administrator in charge. Teachers assigned to general supervision shall monitor those in attendance, and make an administrator aware of any behavior which is inappropriate, disruptive, or in violation of school or HCPS rules.**

The required nine (9) hours shall be chosen from the list of activities provided below. After completing the required nine (9) hours as noted above, a teacher that supervises an activity included in the following list shall be paid at the rate of \$20 per hour.

- Academic Tournaments
- Art Show
- Computer Lab
- Music Presentations
- Dances
- Detention (PM, Saturday mornings) - \$1,200 maximum per school per year
- Graduation
- Interscholastic Sports
- Media Center - \$1,200 maximum per school per year
- Proms
- Swimming Meets (supervising and/or officiating)
- Forensic Judging
- Theater
- Track and Field (supervising and/or officiating)
- Wrestling Tournament Junior Varsity and Varsity (County Meet)
- Any other student activity that is mutually agreed upon in writing between the Board and the Association**

- (B) 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.

- (C) 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.
  - (D) 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.
- 8.4 **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.
- 8.5 **New Programs.** Teachers will continue to be involved in planning new programs.
- 8.6 **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.
- 8.7 **Planning Periods.** Teachers in secondary schools shall receive not less than 225 minutes of unassigned planning time on a weekly basis and shall be scheduled for one unassigned planning period per day of not less than forty-five (45) consecutive minutes. Neither this provision, nor 8.8 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 unassigned planning period.
- 8.8 The unassigned planning time provided on a weekly basis for elementary teachers shall not be less than 225 minutes. Teachers in elementary schools shall be scheduled for unassigned planning time during the regular day for students in increments of not less than thirty (30) consecutive minutes per day.
- 8.9 Pre-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 unassigned planning time and duty-free lunch period. Scheduled conferences

between sessions should be kept to a minimum.

- 8.10 Teachers may not be scheduled on a regular basis for additional responsibilities to be performed during the minimum planning periods allowed by this agreement.
- 8.11 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.
- 8.12 **Class Coverage.** Teachers may be used to cover classes for absent teachers. Such coverage should not be excessive.
- 8.13 **Secondary Assignment.** 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.
- 8.14 **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, and Teacher Specialists**

- 9.1 Department chairpersons, teachers-in-charge, mentors, 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 Appointments to the position of department chairperson and teacher-in-charge will be for a period of four (4) school years. Vacancies that occur after June 1 will be posted within the school and filled by the principal with an acting appointment. The position will be re-advertised the following spring, usually in April, in accordance with the Board’s normal procedures.

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 in the following manner.

Stipends for Department Chairpersons  
High School and Middle School  
Effective July 1, 2013

	3 to 5 F.T.E. Teachers	5 to 8 F.T.E. Teachers	8 or More F.T.E. Teachers
Year 1	\$1,139	\$1,574	\$1,921
Year 2	\$1,302	\$1,745	\$2,098
Years 3 & Beyond	\$1,624	\$2,098	\$2,455

Stipends for Teachers-in-Charge, Teacher Specialists, Mentors  
and Helping Teachers  
Effective July 1, 2013

	Schools with up to 18 Teachers	Schools with 18 Teachers or More
Year 1	\$1,574	\$1,921
Year 2	\$1,745	\$2,098
Years 3 & Beyond	\$2,098	\$2,455

- 9.3 Remuneration for the stipends listed above shall increase at a minimum each school year at the same percentage as any cost of living adjustment (COLA) to the teachers’ salary schedule that is bargained between the Association and the Board.

**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 **Personal Business Leave.** Unit members shall receive a total of three (3) work days per year with no loss in salary that may be used for personal business. Unit members employed on or after February 1 shall receive one (1) work day of personal business leave. Unused personal business leave days may be accumulated up to no greater than five (5) days. On July 1 of each year any personal business days in excess of five (5) will be converted to sick leave days.

Personal business leave may be requested, with at least three (3) work days advance notice, through the appropriate principal who shall not require a reason for the leave. If, however, an unforeseen circumstance requires the member's absence which could not be requested three days in advance, the reason for the absence shall be stated and the principal may, at his/her discretion, approve the absence as a day of personal business leave. Personal business leave may be denied when, in the judgment of the principal, the member's absence would impair the educational process.

Personal business leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed on the master calendar, or on an in-service day for teachers, or at the beginning (first five scheduled work days) or at the end of the school year (last five scheduled work days). If, however, a circumstance requires the member's absence on one or more of the foregoing days, the member may request use of personal business leave through the principal. The principal may, at his/her discretion, approve the absence as a day of personal business leave. In normal circumstances a member shall not use more than three (3) consecutive personal business days at one time.

Exceptions to the foregoing restrictions on days to be used for personal business leave may be made by the Assistant Superintendent of Human Resources for circumstances which require the member's absence on these days.

10.3 **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.

10.4 **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, step-child, parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, 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.

An employee will be permitted up to two (2) days of absence at any one time without the loss of salary upon the death of a step-parent, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. One of the two days of absence must be the day of the funeral or interment.

- 10.5 **Jury Duty.** A teacher who serves on jury duty will continue to receive his or her regular salary.
- 10.6 **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.
- 10.7 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.
- 10.8 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.
- 10.9 **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.
- 10.10 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 (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.
- 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.
- 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 rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of the HCEA and two (2)

members appointed by the Superintendent. It shall be the purpose of this committee to recommend such rules as the committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the President of the HCEA and the Superintendent before said rules take effect. The committee will meet at least once per year.

## **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 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. Family and Medical Leave Act procedures regarding adoption can be found in HCPS Employee Handbook.

### **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.

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

The focus of this committee shall be to:

- a) Make recommendations on cost containment strategies
- b) Study, discuss, and recommend possible plan design changes
- c) Develop strategies to educate employees regarding benefit plans.

The Benefits Advisory Committee will meet at least six (6) times per year. The committee will report to the Board on its work in public session on an annual basis. A copy of the report will be forwarded to the HCEA President for possible negotiations.

The composition of the committee will include up to three (3) representatives appointed by and representing the Board, one (1) representative from the Association appointed by the President who is a current employee and enrolled in the HCPS health plan or the President may appoint himself/herself, (1) representative from each of the four (4) other employee groups appointed by their President or the President may appoint himself/herself, and one (1) person representing the retired employee's association. Neither the Board's or Association's committee representative(s) shall serve simultaneously as a member of a negotiating team.

The Association representative appointed to the committee shall be released from school duties, if necessary, for meetings of the committee without loss of salary whenever it is jointly decided to hold such meetings during the school day.

Operational ground rules for the Benefit's Advisory Committee will be established by the members of the committee.

- 14.2 Effective July 1 through June 30, the Board will offer the PPN and HMO insurance plans which shall contain the current specific design plan benefits as described in the medical comparison charts effective 7/1/10. The Board will continue to pay 90% of the premium for these plans. Additionally, the Board will offer a third option, which would be a PPN that contains the specific design plan benefits as described in the medical comparison charts in effect on 6/30/10. The Board will pay 85% of the premium for this plan.

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 Provide Dental Insurance Plan in effect as of November 2000, or comparable plans providing comparable benefits. The benefit period maximum for dental services shall be \$1500.

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.

The Board will make available for the duration of the Agreement the opportunity for employees, who are eligible for health insurance, to participate in a Flexible Spending Account Plan. Employees enrolled in this Plan will be allowed to contribute up to \$2,500.00 for the payment of non-covered medical expenses and \$5,000.00 for dependent care costs on a pre-tax basis. Effective July 1, 2009 employees enrolled in the Flexible Spending Account Plan will be allowed to contribute up to \$5,000.00 for the payment of non-covered medical expenses.

The Board shall make available to eligible employees and their eligible family members, at no cost, an Employee Assistance Plan (EAP). The EAP made available to employees shall include the following components:

- |                     |                              |
|---------------------|------------------------------|
| General Counseling  | Stress                       |
| Relationship Issues | Anxiety                      |
| Parenting Issues    | Financial Issues             |
| Grief and Loss      | Childcare Issues             |
| Addiction           | Caring for an Elderly Parent |

In the event than an eligible employee seeks assistance from the EAP for a work-related stress issue, the contact person for the EAP shall be instructed to direct such inquiries to the Association in the first instance. In the event the Board wishes to add or delete services or to reduce the level of services provided to employees during the term of this Agreement, the Board shall notify the Association of its desire to negotiate such changes. Employee participation in and/or referral to the EAP shall be voluntary and confidential, except as to any disclosures required by applicable law. All personal treatment records generated as a result of an eligible individual's utilization of the EAP shall be maintained by the service provider and shall not be shared with the Board unless otherwise authorized by the eligible employee or the covered dependent, or by operation of applicable law. The contact

person for the EAP services to be made available under this Agreement shall not be employed by the Board of Education.

- 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 90% of the total premium for the PPN and HMO Health Insurance Plans which contain the current specific design plan benefits as described in the medical comparison charts effective 7/1/10, and 85% of the total premium for the PPN Health Insurance Plan which contains the specific design plan benefits as described in the medical comparison charts in effect on 6/30/10. The Board's rate of contribution shall be 90% for dental insurance plans.
- 14.4 Effective July 1, 2012, Board contributions to all health and dental plans for teachers hired or transferred into part-time positions of less than 25 hours a week will be 50% of the Board's contribution for full time employees identified in this article.
- 14.5 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 20<sup>th</sup> 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.

- 14.6 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.



## Benefit Plan Resources

*For the most current information, please consult the providers' websites or contact Customer Services:*

Provider	Member Service Tel.#	Web Address
CareFirst BlueCross BlueShield	800-342-7287 (Health)	<a href="http://www.carefirst.com">www.carefirst.com</a>
BlueChoice HMO	866-520-6099	<a href="http://www.carefirst.com">www.carefirst.com</a>
Delta Dental	800-932-0783	<a href="http://www.deltadentalins.com">www.deltadentalins.com</a>
Alliance Benefit Group – Mid Atlantic (FSA)	877-895-0956	<a href="http://www.fsaplan.info">www.fsaplan.info</a>
APS Healthcare (EAP)	866-795-5701	<a href="http://www.APSHelplink.com">www.APSHelplink.com</a>
State Retirement Agency	800-492-5909	<a href="http://www.sra.state.md.us">www.sra.state.md.us</a>
Tax Deferred Compensation Plan (457)		<a href="http://www.hcps.org/departments/humanresources/benefits/retirement.aspx">http://www.hcps.org/departments/humanresources/benefits/retirement.aspx</a>
Tax Deferred Investment Program (403B)		<a href="http://www.hcps.org/departments/humanresources/benefits/retirement.aspx">http://www.hcps.org/departments/humanresources/benefits/retirement.aspx</a>



# Harford County Board of Education Medical Benefits Options

*Effective for Plan Year July 1, 2013 – June 30, 2014*

# Medical Benefits Options

Effective for plan year July 1, 2013 – June 30, 2014

The Benefits	CareFirst BlueCross BlueShield Preferred Provider Organization CORE	
	In-Network	Out-of-Network
Deductible – Contract year July 1 – June 30	\$100 Individual / \$200 Family aggregate (Deductible applies to all services unless otherwise noted.)	\$300 Individual / \$600 Family aggregate (Deductible applies to all services unless otherwise noted.)
OUT-OF-POCKET Maximum	\$2,400 Individual / \$4,800 Family (combined in- and out-of-network)	
Lifetime Maximum	Unlimited	
<b>HOSPITAL</b>		
Hospital Room/Semi-Private	365 days at 90% AB*	365 days at 70% AB*
Skilled Nursing Facility	90% AB*	70% AB*
Inpatient Rehabilitation	90% AB*	70% AB*
Outpatient Rehabilitation	90% AB	70% AB
Outpatient Surgery	90% AB	70% AB
Emergency Care	\$75 facility copay (waived if admitted)	\$75 facility copay (waived if admitted)
<b>PHYSICIAN SERVICES</b>		
Surgeon	90% AB	70% AB
Assistant Surgeon	90% AB	90% AB
Anesthesiologist	90% AB	90% AB
In-Hospital Medical	90% AB	70% AB
<b>MEDICAL SERVICES</b>		
Office visits	\$15 PCP / \$20 Specialist office copay (no deductible)	70% AB
Outpatient Facility	100% AB	70% AB
Outpatient Physician	\$25 copay	70% AB
Diagnostic X-rays	90% AB	90% AB inpatient / 70% AB office
Radiation Therapy	90% AB	70% AB
Chemotherapy	90% AB	70% AB
Laboratory tests	90% AB	90% AB inpatient / 70% AB office
Allergy testing	90% AB	70% AB
Allergy Treatment/Injections	90% AB	70% AB
Physical, Speech and Occupational Therapy (combined visits)	\$20 Specialist office; \$25 OP Facility, \$25 OP Professional (no deductible); 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)	70% AB. 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)
Chiropractic Care	\$20 Specialist office Therapy services (no deductible); 100 visit maximum per contract year combined with physical therapy	70% of AB; 100 visit maximum per contract year combined with physical therapy.
Acupuncture	\$20 Specialist copay	70% AB
<b>PREVENTIVE CARE</b>		
Well Child Care/Immunization	100% AB (no deductible)	70% AB
Routine Physical Exam	100% AB (no deductible)	70% AB

AB = Allowed Benefit

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.

\* Precertification required or penalties may apply.

CareFirst BlueCross BlueShield Preferred Provider Organization PLUS		BlueChoice HMO OpenAccess
In-Network	Out-of-Network	
None	\$200 Individual \$400 Family aggregate (Deductible applies to all services unless otherwise noted.)	\$100 Individual / \$200 Family aggregate (does not apply to Rx benefits)
N/A	\$1,200 Individual/\$2,400 Family	None
Unlimited		None
365 days at 100% AB*	365 days at 80% AB*	Covered in full
100% AB*	80% AB*	Covered in full when authorized for up to 60 days per contract year (excludes custodial services)
100% AB*	80% AB*	Combined with speech, physical, occupational and cognitive therapy and chiropractic services (maximum of 60 visits per condition per contract year)
100% AB	80% AB	\$15 Specialist Copay; combined with speech, physical, occupational and cognitive therapy and chiropractic services (maximum of 60 visits per condition per contract year)
100% AB	80% AB	Covered in full
\$50 facility copay (waived if admitted)	\$50 facility copay (waived if admitted)	\$50 copay, (waived if admitted) Urgent Care Center \$30 copay
100% AB	80% AB	Covered in full
100% AB	100% AB, waive deductible	Covered in full
100% AB	100% AB, waive deductible	Covered in full
100% AB	80% AB	Covered in full
\$15 PCP/\$20 Specialist office copay	80% AB	\$10 PCP/\$15 Specialist copay
100% AB	80% AB	Covered in full
\$25	80% AB	\$10 PCP/\$15 Specialist copay
100% AB	100% AB inpatient, waive deductible 80% AB outpatient	Covered in full
100% AB	80% AB	\$15 Specialist copay
100% AB	80% AB	\$15 Specialist copay
100% AB	100% AB inpatient, waive deductible 80% AB outpatient	Covered in full
100% AB	80% AB	\$10 PCP/\$15 Specialist copay
100% AB	80% AB	\$10 PCP/\$15 Specialist copay
\$20 Specialist office; \$25 OP Facility. 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)	80% AB. 100 visit maximum per contract year (occupational/speech combined in- and out-of-network)	Maximum of 60 visits per condition per contract year. \$15 Specialist copay Combined with speech and occupational therapy.
Medical care, \$20 Specialist office Therapy services, \$20 office 100 visit maximum per contract year combined with physical therapy.	Medical care 80% AB Therapy services, 80% of AB; 100 visit maximum per contract year combined with physical therapy.	\$15 Specialist copay; combined with physical, speech and occupational therapy.
\$20 Specialist copay	80% AB	Not covered
100% AB	80% AB	Covered in full (no deductible)
100% AB	80% AB	Covered in full (no deductible)

# Medical Benefits Options

Effective for plan year July 1, 2013 – June 30, 2014

The Benefits	CareFirst BlueCross BlueShield Preferred Provider Organization CORE	
	In-Network	Out-of-Network
Breast Cancer Screening/ Routine Mammography	100% AB (no deductible)	100% AB (no deductible)
Prostate Cancer Screening	100% AB (no deductible)	100% AB (no deductible)
Routine Gynecological Exam	100% of AB	One per contract year. 70% AB
Eye Exams	No Benefit	No Benefit
Eye Glasses	No benefit	No Benefit
<b>SPECIAL SERVICES</b>		
Durable Medical Equipment	90% AB	70% AB
Home Health Care Visits*	Facility: 90% AB*	Facility: 70% AB*
Hospice	90% AB*	70% AB*
Maternity Care	100% AB (no deductible)	70% AB*
Nursery Care (Must be enrolled within 30 days)	90% AB	70% AB
Family Planning	No benefit	No Benefit
Infertility Services	90% AB, pre-approval required. Artificial Insemination - 90% AB, pre-approval required; In Vitro Fertilization - 90% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	70% AB, pre-approval required. Artificial Insemination - 70% AB, pre-approval required; In Vitro Fertilization - 70% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)
Lapband Benefits	90% AB	70% AB
Surgical Treatment for Morbid Obesity (Gastric Bypass)	Not Covered	Not Covered
Ambulance When Medically Necessary	90% AB; private ground and air ambulance only	90% AB; private ground and air ambulance only
Hearing Exam	\$20 copay, no deductible	70% AB
Hearing Aids (one per hearing impaired ear every 36 months)	90% AB	70% AB
<b>MENTAL HEALTH and substance abuse SERVICES</b> (administered by Magellan Behavioral Health)		
Inpatient Care	90% AB	70% AB
Outpatient Facility	90% AB	70% AB
Office Visits	\$15 copay (no deductible)	70% AB
<b>PRESCRIPTION DRUGS</b>		
Retail Prescription Drug**	\$10 copay generic drug (Tier 1) \$25 copay preferred brand (Tier 2) \$40 copay non-preferred brand (Tier 3) Maintenance medication up to 90 day supply 2X copay: \$20 copay – generic drug (Tier 1) \$50 copay – preferred brand (Tier 2) \$80 copay – non-preferred brand (Tier 3)	
Mail Order Drug**	Walgreens Mail Service Prescription Program for maintenance medication 1X copay - Up to 90 day supply \$10 copay – generic drug (Tier 1) \$25 copay – preferred brand (Tier 2) \$40 copay – non-preferred brand (Tier 3)	
Oral Contraceptives**	Covered in full	

AB = Allowed Benefit

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.

\* Precertification required or penalties may apply.

\*\* Mandatory generic substitution—see the CareFirst Drug Program section on page 25.

CareFirst BlueCross BlueShield Preferred Provider Organization PLUS		BlueChoice HMO Open Access
In-Network	Out-of-Network	
100% AB	100% AB (no deductible)	Covered in full (no deductible)
100% AB	100% AB (no deductible)	Covered in full (no deductible)
100% AB	One per contract year. 80% AB	Covered in full
No Benefit	No Benefit	\$25 copay per annual visit no-referral
No benefit	No Benefit	Discounts available at participating optical centers.
100% AB	80% AB	Covered in full
Facility: 100% AB* Physician: \$20 Specialist copay	Facility: 100% AB* Deductible waived Physician: 80% AB	Covered in full
100% AB*	100% AB* Deductible waived	Covered in full
100% AB (no deductible)	80% AB	Covered in full
100% AB	80% AB	Covered in full
No benefit	No Benefit	\$10 copay
100% AB, pre-approval required. Artificial Insemination - 100% AB, pre-approval required; In Vitro Fertilization - 100% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	80% AB, pre-approval required. Artificial Insemination - 80% AB, pre-approval required; In Vitro Fertilization - 80% AB, pre-approval required; (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)	Pre-approval required Artificial Insemination - 50% copayment of charges (limited to 6 cycles per lifetime) In Vitro Fertilization - 50% copayment of charges (limited to 3 attempts per live birth not to exceed a maximum lifetime limit of \$100,000)
100% AB	80% AB	Covered in full
Not Covered	Not Covered	Not Covered
100% AB private ground and air ambulance only	100% AB waive deductible private ground and air ambulance only	Covered in full
\$20 copay	80% AB	\$15 copay
100% AB	80% AB	Covered in full
(administered by Magellan Behavioral Health)		(administered by Magellan Behavioral Health)
100% AB*	80% AB	Covered in full
100% of AB	80% AB	Covered in full
\$15 copay	80% AB	\$10 copay
\$10 copay generic drug (Tier 1) \$25 copay preferred brand (Tier 2) \$40 copay non-preferred brand (Tier 3) (Maintenance medication up to 90 day supply 1 X copay)		\$5 copay – generic drug (Tier 1) \$15 copay – preferred brand (Tier 2) \$35 copay – non-preferred brand (Tier 3) Maintenance drugs: 90 day supply, 3 times retail copay: \$15 copay – generic drug (Tier 1) \$45 copay – preferred brand (Tier 2) \$105 copay – non-preferred brand (Tier 3)
Walgreens Mail Service Prescription Program for maintenance medication \$20 copay - Up to 90 day supply		Walgreens Mail Service - 2X retail copay – up to 90 day supply \$10 copay – generic drug (Tier 1) \$30 copay – preferred brand (Tier 2) \$70 copay – non-preferred brand (Tier 3)
Covered in full		Covered in full

**Plan Benefit Highlights for:** Harford County Public Schools

**Group No:** 00528 - PPO - Comprehensive

<b>Eligibility</b>	Primary enrollee, spouse and eligible dependent children to the end of the month that dependent turns 26
<b>Deductibles</b>	PPO Dentists: \$25 per person / \$50 per family each plan year Non-PPO Dentists: \$50 per person / \$150 per family each plan year
Deductibles waived for Diagnostic & Preventive (D & P), & Orthodontics?	Yes
<b>Maximums</b>	\$1,500 per person each plan year
D & P counts toward maximum?	No

<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists**</b>	<b>Non-PPO dentists** (Delta Dental Premier® &amp; Non-Delta Dental Dentists)</b>
<b>Diagnostic &amp; Preventive Services</b> Exams, cleanings, x-rays, sealants	100 %	65 %
<b>Basic Services</b> Fillings, denture repair and relining, stainless steel crowns, bridges, bridge recementation and repair, posterior composites	80 %	50 %
<b>Endodontics</b> (root canals)	80 %	50 %
<b>Periodontics</b> (gum treatment)	80 %	50 %
<b>Surgical Removal of Impacted Teeth</b>	100 %	65 %
<b>Oral Surgery</b>	80 %	50 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	50 %	30 %
<b>Prosthetics</b> Dentures	50 %	30 %
<b>Implants</b> Covered <u>only</u> as an alternative to a fixed bridge	80 %	50 %
<b>Orthodontic Benefits</b> dependent children to the end of the calendar year that dependent turns 19	50 %	50 %
<b>Orthodontic Maximums</b>	\$ 800 Lifetime	\$ 800 Lifetime

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, PPO contracted fees for Premier dentists and PPO contracted fees for non-Delta Dental dentists.

<b>Delta Dental of Pennsylvania</b> One Delta Drive Mechanicsburg, PA 17055	<b>Customer Service</b> 800-932-0783 (Business Hours: 8 am to 8 pm ET)	<b>Claims Address</b> P.O. Box 2105 Mechanicsburg, PA 17055-2105
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[deltadentalins.com](http://deltadentalins.com)

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

<p>Maryland law requires we make the following statement:  <i>Our compensation to physicians who offer health care services to our insured members or enrollees may be based on a variety of payment mechanisms such as fee-for-service payments, salary or capitation. Bonuses may be used with these various types of payment methods. If you desire additional information about our methods of paying physicians, or if you want to know which method(s) apply to your physician, please call Delta Dental at 800-932-0783 or write to: Delta Dental of Pennsylvania, One Delta Drive, Mechanicsburg, PA 17055.</i></p> <p>Please note that the benefit payments made by Delta Dental to dentists, other dental care providers or enrollees are based on fee-for-service payment mechanisms and do not include salary, capitation or bonuses.</p> <p>In Maryland, Delta Dental PPO™ and Delta Dental Premier® are underwritten by Delta Dental of Pennsylvania, a not-for-profit dental service company.</p>	<p><b>Where your dental benefits premium goes</b></p> <p>Amount of every \$100 in premiums used to pay for claims and administration*</p> <table border="1"> <tr> <th>Category</th> <th>Amount</th> </tr> <tr> <td>Claims</td> <td>\$89.86</td> </tr> <tr> <td>Administration</td> <td>\$10.14</td> </tr> </table> <p>* for the year ended December 31, 2011</p> <p>#67780-2</p>	Category	Amount	Claims	\$89.86	Administration	\$10.14
Category	Amount						
Claims	\$89.86						
Administration	\$10.14						

HLT\_PPO\_2COL\_DDP (Rev. 1 6/10)

**Plan Benefit Highlights for:** Harford County Public Schools

**Group No:** 00528 - PPO plus Premier - Standard

<b>Eligibility</b>	Primary enrollee, spouse and eligible dependent children to the end of the month that dependent turns 26
<b>Deductibles</b>	\$25 per person / \$50 per family each plan year
Deductibles waived for Diagnostic & Preventive (D & P)?	Yes
<b>Maximums</b>	\$1,500 per person each plan year
D & P counts toward maximum?	No

<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists**</b>	<b>Non-PPO dentists** (Delta Dental Premier® &amp; Non-Delta Dental Dentists)</b>
<b>Diagnostic &amp; Preventive Services</b> Exams, cleanings, x-rays, sealants	100 %	100 %
<b>Basic Services</b> Fillings, stainless steel crowns, posterior composites	100 %	100 %
<b>Endodontics</b> (root canals)	100 %	100 %
<b>Periodontics</b> (gum treatment)	0 %	0 %
<b>Oral Surgery</b>	100 %	100 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	0 %	0 %
<b>Prosthodontics</b> Bridges and dentures	0 %	0 %

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

**Delta Dental of Pennsylvania**  
One Delta Drive  
Mechanicsburg, PA 17055

**Customer Service**  
800-932-0783  
(Business Hours: 8 am to 8 pm ET)

**Claims Address**  
P.O. Box 2105  
Mechanicsburg, PA 17055-2105

**deltadentalins.com**

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

<p>Maryland law requires we make the following statement:</p> <p><i>Our compensation to physicians who offer health care services to our insured members or enrollees may be based on a variety of payment mechanisms such as fee-for-service payments, salary or capitation. Bonuses may be used with these various types of payment methods. If you desire additional information about our methods of paying physicians, or if you want to know which method(s) apply to your physician, please call Delta Dental at 800-932-0783 or write to: Delta Dental of Pennsylvania, One Delta Drive, Mechanicsburg, PA 17055.</i></p> <p>Please note that the benefit payments made by Delta Dental to dentists, other dental care providers or enrollees are based on fee-for-service payment mechanisms and do not include salary, capitation or bonuses.</p> <p>In Maryland, Delta Dental PPO<sup>SM</sup> and Delta Dental Premier<sup>®</sup> are underwritten by Delta Dental of Pennsylvania, a not-for-profit dental service company.</p>	<p><b>Where your dental benefits premium goes</b></p> <p>Amount of every \$100 in premiums used to pay for claims and administration*</p> <table border="1"> <tr> <th>Category</th> <th>Amount</th> </tr> <tr> <td>Claims</td> <td>\$89.86</td> </tr> <tr> <td>Administration</td> <td>\$10.14</td> </tr> </table> <p>* for the year ended December 31, 2011</p> <p>#67780-2</p>	Category	Amount	Claims	\$89.86	Administration	\$10.14
Category	Amount						
Claims	\$89.86						
Administration	\$10.14						



**ARTICLE XV**  
**Salary**

- 15.1 (See Salary Schedule). Each teacher shall be afforded a step increment, as appropriate. The Board of Education will provide \$2,000 additional salary per year to teachers who have achieved National Board Certification.
- 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, 29 and 34 years of teaching experience shall receive \$2000 longevity increments at each level.
- 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 \$120 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. The Board shall direct a portion of the teacher's pay to the Board's approved 403B/457 plan for those teachers who elect to do so.
- 15.8 The annual Employee Salary Notification shall include the following information:
- a. Teaching Assignment
  - b. Longevity Increment (if applicable)
  - c. Step
  - d. Annual Salary
  - e. Certification Expiration Date

- 15.9 Teachers are required to participate in direct deposit and will be paid according to the HCPS pay schedule. A pay schedule will be published by June 1<sup>st</sup> for the following fiscal year. Teachers will receive their paystub electronically.
- 15.10 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.
- 15.11 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.
- 15.12 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.
- 15.13 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.
- 15.14 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 \$180 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 as defined on the following chart shall increase at a minimum each school year at the same percentage as any cost of living adjustment (COLA) to the teachers' salary schedule that is bargained between the Association and the Board.

**Harford County Public Schools  
Compensation for Extra Duty  
Fiscal Year 2013-2014**

Specific Activities	Head	Jr. Varsity Head	Varsity Assistant	General Activities	Compensation - High School	Compensation- Middle School	Compensation- Elementary
Athletic Director	\$5,910	\$0	\$0	Secondary Intramural Director	\$2,100	\$1,787	\$0
Football	\$3,659	\$2,744	\$2,452	Secondary Intramural Director/Asst.	\$1,267	\$1,127	\$0
Basketball (Boys)	\$3,309	\$2,483	\$2,216	High School Band	\$2,200	\$0	\$0
Basketball (Girls)	\$3,309	\$2,483	\$2,216	High School Vocal/Orchestra	\$1,699	\$0	\$0
Wrestling	\$3,309	\$2,483	\$2,216	Yearbook/Forensics/H.S. Newspaper	\$1,316	\$881	\$0
Track/Field (Boys)	\$2,605	\$1,953	\$1,744	Dramatics**	\$2,254	\$1,511	\$744
Track/Field (Girls)	\$2,605	\$1,953	\$1,744	School Literary Publication	\$1,223	\$820	\$403
Soccer (Boys)	\$2,605	\$1,953	\$1,744	Majorette - Advisor/Coach	\$1,053	\$0	\$0
Soccer (Girls)	\$2,605	\$1,953	\$1,744	Prom	\$1,319	\$0	\$0
Baseball	\$2,605	\$1,953	\$1,744	Student Council Advisor	\$1,378	\$1,180	\$456
Field Hockey	\$2,605	\$1,953	\$1,744	FBLA	\$1,276	\$0	\$0
Lacrosse (Boys)	\$2,605	\$1,953	\$1,744	It's Academic	\$1,276	\$0	\$0
Lacrosse (Girls)	\$2,605	\$1,953	\$1,744	Senior Class Sponsor	\$1,373	\$0	\$0
Softball	\$2,605	\$1,953	\$1,744	Destination Imagination	\$1,276	\$1,276	\$1,276
Swimming (Boys)	\$2,605	\$0	\$1,744	Maryland Engineering Challenge	\$1,276	\$1,276	\$1,276
Swimming (Girls)	\$2,605	\$0	\$1,744	Math Counts	\$919	\$919	\$0
Tennis	\$2,245	\$1,684	\$1,504	National Honor Society	\$1,276	\$1,160	\$0
Cross Country (Boys)	\$2,245	\$0	\$0	Foreign Language Nat'l Honor Soc.*	\$1,276	\$0	\$0
Cross Country (Girls)	\$2,245	\$0	\$0	SADD, FFA, VICA, DECA, and HOSA	\$1,276	\$854	\$0
Volleyball (Boys)	\$2,605	\$1,953	\$0	Envirothon	\$1,378	\$0	\$0
Volleyball (Girls)	\$2,605	\$1,953	\$0	Future Teachers Club	\$1,276	\$854	\$0
Golf	\$1,413	\$0	\$0	Technology Liaisons	\$1,108	\$1,108	\$1,108
Cheerleader - Advisor/Coach Fall	\$2,507	\$0	\$0	College Readiness Coordinator	\$1,263	\$0	\$0
Cheerleader - Advisor/Coach Winter	\$2,507	\$0	\$0	Mock Trial Sponsor	\$1,263	\$0	\$0
Cheerleader - JV Asst./Coach - Fall	\$0	\$1,881	\$0				
Cheerleader - JV Asst./Coach - Winter	\$0	\$1,881	\$0	Super Users	\$20/hr – Not subject to 16.12 of this agreement		

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 \$1832. One Junior Varsity Assistant position is allocated to each high school for boys lacrosse at \$1303. One Junior Varsity Assistant position is allocated to each high school for girls lacrosse at \$1303.

\*For qualified Honor Society

\*\*Each of two plays at \$1127. 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.

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

- 17.1 The Board shall reimburse tuition to employees holding professional certificates based on the following conditions:
- (A) Funds appropriated for the line item(s) for tuition reimbursement are available and have not been expended.
  - (B) 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.
  - (C) Graduate coursework will be reimbursed for the actual cost of tuition up to a maximum of \$300 per semester hour of credit.
  - (D) 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.
  - (E) No professionally certificated employee will be reimbursed for more than twelve (12) semester hours of credit per fiscal year.
  - (F) A grade of "C" or better must be achieved.
  - (G) 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.
  - (H) In order to receive reimbursement for summer coursework, the employee must have been professionally employed by Harford County Public Schools the previous spring.
  - (I) 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:

- (A) 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.
- (B) Funds appropriated for the line item(s) for tuition reimbursement are available and have not been expended.
- (C) Coursework eligible for tuition reimbursement must be applicable toward obtaining a professional certificate.
- (D) Graduate coursework will be reimbursed for the actual cost of tuition up to a maximum of \$300 per semester hour of credit.
- (E) 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.
- (F) No employee will be reimbursed for more than twelve (12) credits per fiscal year.
- (G) A grade of “C” or better must be achieved.
- (H) 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.
- (I) 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 in-service 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 three (3) years of employment is the probationary period or up to two (2) years for teachers who achieved tenure in another Maryland school system as described in COMAR 13a.07.02.01. 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 second year or not later than sixty (60) days prior to the third 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 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 them. 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.** The Code of Maryland Regulations (COMAR) requires that all educators in Maryland public schools obtain an Advanced Professional Certificate (APC), the highest level professional certificate in Maryland. The APC must be achieved no later than the expiration of the Standard Professional Certificate II (SPC II), usually at the end of the tenth year of teaching in Maryland unless there has been an interruption in service in which case the Standard Professional Certificate I (SPC I) may be renewed and the Extended SPC II may be issued if all requirements in COMAR have been met.

The requirements for an APC are stipulated in COMAR 13A.12.01.06E. At the issuance of the SPC II, the Human Resources Office will provide to the teacher an official evaluation of all requirements needed for the APC. It is the teacher's responsibility to make a written request to the Human Resources Office when all requirements for the APC are complete.

- 21.2 **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.
- 21.3 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.

21.4 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.

21.5 **General Statement**

(A) The program must be planned to fulfill some acceptable professional objective and be related to the teacher's present or prospective teaching assignment.

(B) 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 in-service workshops. All undergraduate course work must have prior written approval from the Assistant Superintendent for Human Resources.

(C) In general, the programs for secondary school teachers should include no more than two (2) areas of study.

(D) In general, the programs for elementary school teachers should include no more than (3) areas of study.

(E) The plan itself must receive prior approval from the teacher's supervisor, principal, and the Assistant Superintendent for Human Resources.

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

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

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

21.6 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.

21.7 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.

**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\* Any discipline of an employee by a supervisor shall be conducted in private, so as to avoid embarrassment to the employee, except when immediate action is required by the supervisor in an emergency situation.
- 22.3\* The teacher is recognized as the person with primary responsibility for determining the grades for the students in his or her class.
- 22.4\* **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.
- 22.5\* **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.
- 22.6\* Whenever a teacher is required to appear before the Superintendent, or his/her designee, for the purpose of discussing suspension or dismissal, the teacher shall be given the opportunity to have a representative of the Association present.
- 22.7\* **Right to Respond.** A teacher may attach a signed and dated addendum to documents placed in his/her file.
- 22.8\* 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 Advisory 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 Advisory Committee will be to advise the principal with reference to procedures for the operation of the school.

The principal shall meet with the Faculty Advisory Committee at mutually agreeable times upon the call of either the Faculty Advisory Committee or the principal, but not later than ten (10) school days from the date of request. The principal shall respond to the committee within ten (10) school days after a meeting between the parties. 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, and 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. Rehired, Retired Teacher
2. Non-tenured teachers holding provisional certificates
3. Non-tenured teachers holding regular certificates
4. 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 Rehired, Retired Teachers**

26.1 **A. Definition: “Rehired, Retired Teacher” (RRT)** shall mean a teacher, as defined by the Negotiated Agreement, who has entered regular or early retirement from a Maryland school system under the provisions of the State Personnel and Pensions Article of the Annotated Code of Maryland.

All other provisions of the Negotiated Agreement shall apply to RRTs except those specifically excluded or amended below:

### **B. Exclusions from the Negotiated Agreement**

1. Article 4.12 – Association – Board Relations
2. Article 6.1 – Voluntary Transfers
3. Article 13 – Sabbatical Leave
4. Article 14 – Insurance
  - a) §14.1
  - b) §14.2
  - c) §14.3
5. Article 15 – Salary
  - a) §15.1
  - b) §15.2
  - c) §15.3
  - d) §15.4
  - d) §15.12
6. Article 17 – Tuition Reimbursement
7. Article 21 – Certification, except 21.6

### **C. Amendments to the Negotiated Agreement:**

1. Article 6.2 – Administrative Transfers  
RRTs will be separated first when a reduction in staff at a school is necessary.
2. Article 11 – Sick Leave
  - a) 11.1 – A RRT shall accrue sick leave only during consecutive years of service with HCPS. Upon leaving service with HCPS, all accrued

- sick leave will be forfeited.
- b) 11.2 – A RRT will not be eligible for payment of unused sick leave days.
- c) 11.3 – A RRT shall receive an unused sick leave death benefit only for sick leave accrued during service with HCPS.
- d) 11.4 – A RRT is not eligible for participation in the sick leave bank.
3. Article 14 – Insurance  
A RRT shall be eligible to participate in the BOE sponsored Employee Assistance Program following the same guidelines and procedures as other HCPS teachers.
4. Article 15 – Salary  
A RRT’s salary shall be equivalent to step 15 of the lane on the HCPS teacher’s salary schedule that equates to the level of degree and certification held by the RRT.
5. Article 25 – Reduction in Force  
In the event of a reduction in force, RRTs will be separated first.

## ARTICLE XXVII Miscellaneous

- 27.1 **Textbooks and Materials of Instruction.** Opportunity will be made for teachers to recommend the instructional materials which they will utilize in working with students.
- 27.2 **Parking.** A reasonable portion of the parking lot at each school will be designated for teachers.
- 27.3 **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.
- 27.4 **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.
- 27.5 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.
- 27.6 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.

- 27.7 **School Phones.** A telephone shall be provided for professional use in each school.
- 27.8 Report card comments for third and fourth marking periods shall be optional at the elementary level when an electronic comment program is not available for teacher use.
- 27.9 The date and time for conferences which are scheduled beyond the duty day shall be mutually agreed upon by the parties concerned.
- 27.10 **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 XXVIII Duration**

- 28.1 This agreement shall take effect on **July 1, 2013**, and shall remain in full force and effect through **June 30, 2014**, 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.
- 28.2 In accordance with Article II, section 2.4 of this negotiated agreement, the Association and the Board will reopen negotiations for the **2014-2015** school year.

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 Public Schools**  
**Salary Schedule for Certificated Teachers - Effective July 1, 2013**

<b>Years of Experience</b>	<b>Bachelor's Degree with Standard Professional Certificate</b>	<b>Bachelor's Degree with Advanced Professional Certificate</b>	<b>Master's Degree with Professional Certificate</b>	<b>Master's Degree Plus 30 Hours with Professional Certificate</b>	<b>Provisional Certificate</b>
1	\$41,583	N/A	\$44,114	\$45,437	\$41,583
2	\$42,829	N/A	\$45,437	\$46,799	\$42,829
3	\$44,114	N/A	\$46,799	\$48,205	\$44,114
4	\$45,437	\$46,799	\$48,205	\$49,651	\$35,007
5	\$46,799	\$48,205	\$49,651	\$51,139	\$35,225
6	\$48,205	\$49,652	\$51,139	\$52,950	\$35,445
7	\$49,651	\$51,139	\$52,675	\$55,485	\$35,662
8	\$51,139	\$52,675	\$54,254	\$57,596	\$35,882
9	\$52,675	\$54,254	\$55,883	\$59,714	\$36,099
10	\$54,254	\$55,883	\$57,558	\$61,826	\$36,388
11		\$57,558	\$59,286	\$63,944	\$36,764
12		\$59,286	\$61,064	\$66,062	\$37,126
13		\$61,064	\$62,898	\$68,176	\$37,509
14		\$62,898	\$64,781	\$70,292	\$37,877
15		\$64,781	\$66,726	\$72,405	\$38,242

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, 29 and 34 years of teaching experience 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.

Teachers who have achieved National Board Certification shall receive \$2,000 additional salary annually.

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

**Harford County Public Schools (Eleven Month - 210 days)  
Salary Schedule for Certificated Teachers - Effective July 1, 2013**

<b>Years of Experience</b>	<b>Bachelor's Degree with Standard Professional Certificate</b>	<b>Bachelor's Degree with Advanced Professional Certificate</b>	<b>Master's Degree with Professional Certificate</b>	<b>Master's Degree Plus 30 Hours with Professional Certificate</b>	<b>Provisional Certificate</b>
1	\$45,960	N/A	\$48,757	\$50,220	\$45,960
2	\$47,337	N/A	\$50,220	\$51,726	\$47,337
3	\$48,757	N/A	\$51,726	\$53,280	\$48,757
4	\$50,220	\$51,726	\$53,280	\$54,877	\$38,692
5	\$51,726	\$53,280	\$54,877	\$56,522	\$38,933
6	\$53,280	\$54,878	\$56,522	\$58,524	\$39,176
7	\$54,877	\$56,522	\$58,219	\$61,326	\$39,416
8	\$56,522	\$58,219	\$59,965	\$63,659	\$39,659
9	\$58,219	\$59,965	\$61,766	\$66,000	\$39,899
10	\$59,965	\$61,766	\$63,617	\$68,334	\$40,219
11		\$63,617	\$65,527	\$70,675	\$40,634
12		\$65,527	\$67,491	\$73,016	\$41,034
13		\$67,491	\$69,519	\$75,352	\$41,458
14		\$69,519	\$71,600	\$77,691	\$41,864
15		\$71,600	\$73,749	\$80,026	\$42,267

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, 29 and 34 years of teaching experience 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.

Teachers who have achieved National Board Certification shall receive \$2,000 additional salary annually.

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

**Representatives of Harford County Education Association:**

- /s/ Seleste Harris
- /s/ Mark Gross
- /s/ Kenneth Kidd
- /s/ Jason Mills
- /s/ Francine Plotycia
- /s/ Gregory Plotycia
- /s/ Elizabeth Sayre
- /s/ Cheryl Wollenweber

**Representatives of the Board of Education of Harford County:**

- /s/ Jeffrey Fradel
- /s/ Jean Mantegna
- /s/ James Jewell
- /s/ Joseph Schmitz
- /s/ Tony Bess
- /s/ Peter Carpenter
- /s/ Catherine Lessnau

## SIDE LETTER OF AGREEMENT

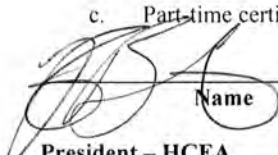
HCEA and HCPS agree to establish job-sharing positions for the 2014-2015 school year. This is a one-year agreement. Upon joint evaluation by both parties, it will be decided whether to continue the agreement for a second year and to ultimately include the concepts as formal contract language.

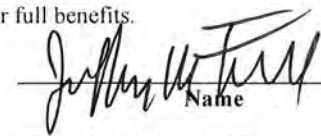
1. This letter of agreement includes the following concepts:

- 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 it 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 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 personal 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.

  
\_\_\_\_\_  
Name  
**President – HCEA**  
\_\_\_\_\_  
Title  
8-1-2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name  
**Chief Negotiator – HCPS**  
\_\_\_\_\_  
Title  
3/24/14  
\_\_\_\_\_  
Date

# JOB SHARE AGREEMENT

As stated in the 2013-2014 side letter of agreement between HCEA and HCPS, job-sharing positions may be granted for two teachers after a proposal has been submitted and approved by the Assistant Superintendent for Human Resources. This will be a **one-year agreement**. You must notify the Assistant Superintendent for Human Resources on or before **May 1, 2014** of your decision to continue or dissolve the job share position.

The conditions both parties must agree to share include, but may not be limited to the following:

**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 purchased by both employees if desired.
- 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.

**Award of medical benefits:**

\_\_\_\_\_ will receive medical and dental benefits for the shared-position.

\_\_\_\_\_ will elect not to receive medical and dental benefits.

\_\_\_\_\_ and \_\_\_\_\_ will share the medical and dental benefits as mentioned in the side letter agreement.

\_\_\_\_\_ will receive life insurance at the regular HCPS rate/conditions.

\_\_\_\_\_ will elect not to receive life insurance.

\_\_\_\_\_ and \_\_\_\_\_ will agree that both parties will receive life insurance at the regular HCPS rate/conditions.

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\_\_\_\_\_  
Date

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Date