

**TENTATIVE AGREEMENT**  
**between**  
**THE BOARD OF EDUCATION OF HARFORD COUNTY**  
**and**  
**THE HARFORD COUNTY EDUCATION ASSOCIATION**

This tentative agreement is entered into between the Board of Education of Harford County (“the Board”) and the Harford County Education Association (“the Association” or “HCEA”), for the purpose of codifying the final terms of a Negotiated Agreement successfully negotiated between the Board and HCEA for the period July 1, 2012 through June 30, 2013.

1. The Board and the Association agree to amend Article I by adding:

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.

2. The Board and the Association agree to replace 2.6 with the following:

**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.**

3. The Board and the Association agree to add paragraph to 5.1 as follows:

**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.**

4. The Board and the Association agree to amend 6.1 as follows:

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

(1) The names of new schools to which teachers may request transfers for the following school year shall be announced. When the principal is appointed, that information will be distributed through the normal channels of communication and shared with the association.

~~(2) Requests for transfer to other than new schools are to be in writing and to be received prior to March 1 of the current year. A teacher may submit in writing a request to withdraw a request for a voluntary transfer prior to June 30. Applicants will be provided with the opportunity to interview with designated representatives of the school(s) to which they request transfer(s) at times and places designated by the Human Resources Department. Unsuccessful candidates will be advised.~~

**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 ~~June 1~~ **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.

5. The Board and the Association to agree amend 7.1

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

6. The Board and the Association agree to amend 8.6, 8.7. and 8.8 as follows:

**8.6 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 8.7 below will apply during times when the normal school schedule must be adjusted during emergencies; or in cases when an individual teacher has requested in writing to teach more than the usual number of periods for teachers in that subject in that school, or in the case of a teacher who volunteers for other school activities during the scheduled **unassigned** planning period.

**8.7** 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.

**8.8** 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.

7. The Board and the Association agree to amend 12.7 as follows:

**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.**

8. The Board and the Association agree to add new paragraph to 14.3 as follows:

**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.**

9. The Board and the Association agree amend 19.2 and 19.5 as follows:

19.2 **Probationary Teachers.** The first ~~two (2)~~ **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.

19.5 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 second **third** anniversary date of employment.

10. The Board and the Association agree to amend Article 27.8

27.8 Report card comments for third and fourth marking periods shall be optional at the elementary level ~~unless the reporting system is changed to a conference or comment system~~ **when an electronic comment program is not available for teacher use.**

12. The Board and the Association agree to the following salary enhancements:

**a. Cost of Living – All teachers shall receive a 1% salary increase on July 1, 2012**

**b. Step Increment – All eligible teachers shall receive a step increment beginning July 1, 2012**

**c. Longevity Increases – All eligible teachers shall receive a longevity increase beginning July 1, 2012. Teachers who were eligible but did not receive a longevity increment in 2010-11 and 2011-12 would begin to receive the increment under this proposal.**

13. The Board and the Association agree to amend Article 28.1 and 28.2

28.1 This agreement shall take effect on **July 1, 2012**, and shall remain in full force and effect through **June 30, 2013**, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations, 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 **2013-2014** school year.

For HCEA

<u>Gregory Plotyria</u> Signature	<u>HCEA Vice President</u> Title	<u>6/11/12</u> Date
<u>[Signature]</u> Signature	<u>Chief Negotiator</u> Title	<u>6-11-2012</u> Date

For the Board

<u>[Signature]</u> Signature	<u>Chief Negotiator</u> Title	<u>6/11/12</u> Date
<u>[Signature]</u> Signature	<u>Asst. Supt. for Human Resources</u> Title	<u>6/11/12</u> Date