

Proposal from the Harford County Education Association to the Board of Education of Harford County

April 14, 2010

The Association reserves the right to add to, subtract from, amend or withdraw any of its proposals at any time. The intent of any language not addressed herein shall remain the same as in the current agreement between HCEA and the Board, with the stipulation that the Association is proposing certain changes in form outlined below.

Housekeeping Proposal

The Association proposes that the following changes be made in the form – not the content – of the contract. For the purposes of this proposal we will call this proposal “Housekeeping.”

Housekeeping I:

We propose to:

- Number all sections of the contract
- Provide a short “name” for each section (one to three words is the goal, there may be exceptions)
- Separate sections so that the content of any section applies to one thing.
- Move sections that apply to the same topic close to each other.
- Repeat as little as possible (for example, use the “Definition” article instead of repeating definitions in the text)
- Refer to a law, rather than including the text of the law in the agreement. Eliminate language that is just a repetition of state law.

Housekeeping II

We propose to:

- Make changes in grammar and syntax to make contract language clearer and more accessible.

Proposed Process:

We have implemented these two levels of housekeeping changes in old Articles I-VII, our proposed Articles 1-V. We have tried to consistently identify any Housekeeping II change in bold so that the Board can assure itself that the change does not change the intent of the language.

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New language is always bold and identified and is identified as [new language] if it is more than an added word or title.

We have provided a key to changes at the bottom of each page of our proposal and – after presenting the changes – have presented what the final language would look like with changes implemented.

We propose that, once each team has had a chance to review the changes in these first articles, the Association will present a version those sections of the contract in which no changes are on the table with housekeeping.

Rationale:

Over the years, contracts and their language can become convoluted, legalistic and inaccessible (or at least not easily accessible) to a reader. Our contract impacts on the day-to-day relationships between many people who have more important tasks in front of them than making sense of a legal contract, especially one that cries out for quite a bit of housekeeping. We have the opportunity to take a step forward in that regard this year. The Association hopes the Board will work with us to take advantage of it. We think that our principals may appreciate the effort even more than many of our Association members.

Propose to change Contract Date:

NEGOTIATED AGREEMENT between THE BOARD OF EDUCATION OF HARFORD COUNTY and THE HARFORD COUNTY EDUCATION ASSOCIATION

July 1, 2009 – June 30, 2010 **July 1, 2010 – June 30, 2011**

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Self-explanatory

“NOTE”

Propose to delete first sentence in “NOTE” on front page of contract

~~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.~~

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Note on cover is not part of the agreement. This language is already reflected in Article II, Procedures, Section 2.1 and 2. The language is unnecessary since the process clearly spelled out in law (6-408 D of Education Code). Law governs, so it does not need to be restated.

Propose to move second sentence in “NOTE” on front page of contract to Article II “Procedures”

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. [Moved to Section 1.2.7]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** This language most is appropriately included in Article II, Procedures, in proximity to Section 2.3 (referencing severability)

RECOGNITION

Propose to:

- Remove definitions from the first sentence of Article I “Recognition.”
- Place all definitions (with the exception of definitions specifically pertaining to grievances, which would remain in the grievance article) in a new Section “Definitions.”
- Combine Article I “Recognition” and Article II “Procedures” into “Article I “General Provisions”
- Place in that article (Article I “General Provisions”) all language that pertains to the recognition and negotiations process.

Current Language

ARTICLE I - Recognition

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

Changes Proposed

ARTICLE I - ~~Recognition~~ General Provisions

1.1 Recognition: ~~In view of the certification of~~ **The** Board of Education of Harford County, ~~herein after referred to as the “Board,”~~ **recognizes** the Harford County Education Association, ~~hereinafter referred to as the “Association,” is recognized~~ as the exclusive representative of the

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teachers of the ~~school system~~ **Harford County Public Schools**. [Formerly Article I Recognition; definitions moved to current Article 1.1 Definitions.]

1.2 Authority: ~~and Representatives of the Board and the Association have negotiated this agreement.~~ in accordance with ~~Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland~~ **Section 6-408 of the Education Article of the Annotated Code of Maryland.** ~~representatives of the Board and the Association have negotiated this agreement.~~ [Formerly Article I Recognition.]

~~Teachers, as it appears in this agreement, shall include all persons in the teachers' unit; i.e., teachers, guidance counselors, psychologists, media specialists, occupational therapists, physical therapists, and speech and hearing clinicians. Superintendent, as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Harford County.~~ [Moved to current Article 1.1 Definitions.]

Language with proposed changes:

ARTICLE I General Provisions

1.1 Recognition: The Board of Education of Harford County recognizes the Harford County Education Association as the exclusive representative of the teachers of Harford County Public Schools.

1.2 Authority: Representatives of the Board and the Association have negotiated this agreement in accordance with Section 6-408 of the Education Article of the Annotated Code of Maryland.

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Clarity and accessibility

DEFINITIONS

Propose to add section “Definitions” to include definitions that are embedded in text in various sections of the current agreement and definitions of several terms that are not currently defined in the contract. Proposal is to keep definitions specifically relating to grievances, transfers and planning time in the articles pertaining to those subjects.

Proposed Language (Showing changes in language moved from other sections)

1.3 Definitions: The following terms as used in this agreement refer to the definitions below unless otherwise stipulated:

1.3.1 “Board” shall mean the Board of Education of Harford County **and/or its designated representative(s)**. [From former Article I Recognition]

1.3.2 “Association” shall mean the Harford County Education Association **and/or its designated representative(s)**. [From former Article I Recognition]

1.3.3 **“Teacher,”** ~~“Teachers” and “Teaching Personnel” as it appears in this agreement,~~ shall include all persons in the teachers’ unit, including teachers, guidance counselors, psychologists, media specialists, occupational therapists, physical therapists, and speech and hearing clinicians. [Formerly Article I Recognition] **“Teaching personnel” is used only in sections dealing with RIFs in individual schools and system-wide (Article 6.2 and Article XXV. If the word “teachers” is acceptable as a change in those articles, “teaching personnel” would be omitted from this definition.]**

1.3.4 Eleven-month teachers *are teachers whose positions require them to work 210 days are eleven-month teachers*. [Formerly first sentence in first unnumbered paragraph in 8.1.]

1.3.5 **The “Faculty” of a school shall mean all the teachers assigned to work in that school.**

1.3.6 “Negotiations Law” shall mean Section 6-408 of the Education Article of the Annotated Code of Maryland.

1.3.7 **“Agreement” and “negotiated agreement” shall mean the current negotiated agreement between the Board and the Association.**

1.3.8 **“Principal” shall mean the responsible administrative head of a school or his/her designated representative.**

1.3.9 **“Supervisor” shall mean an administrative officer in charge of a school unit or operation.**

1.3.10 “Superintendent” ~~, as it appears in this agreement,~~ shall mean the Superintendent of Schools ~~for the Board of Education~~ of the Harford County Public Schools **and/or his/her designated representative**. [From former Article I Recognition]

1.3.11 **“Administrator” and “Administration” shall mean, individually or collectively, a person or persons with supervisory responsibility but not a member of the teacher unit.**

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1.3.12 “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 **and is rehired by the Board.** [Formerly 26.1]

Proposed Final Language

- 1.3 Definitions: The following terms as used in this agreement refer to the definitions below unless otherwise stipulated:
- 1.3.1 “Board” shall mean the Board of Education of Harford County and/or its designated representative(s).
- 1.3.2 “Association” shall mean the Harford County Education Association and/or its designated representative(s).
- 1.3.3 “Teacher,” “Teachers” and “Teaching Personnel” shall include all persons in the teachers’ unit, including teachers, guidance counselors, psychologists, media specialists, occupational therapists, physical therapists, and speech and hearing clinicians.
- 1.3.4 Eleven-month teachers are teachers whose positions require them to work 210 days are eleven-month teachers.
- 1.3.5 The “Faculty” of a school shall mean all the teachers assigned to work in that school.
- 1.3.6 “Negotiations Law” shall mean Section 6-408 of the Education Article of the Annotated Code of Maryland.
- 1.3.7 “Agreement” and “negotiated agreement” shall mean the current negotiated agreement between the Board and the Association.
- 1.3.8 “Principal” shall mean the responsible administrative head of a school or his/her designated representative.
- 1.3.9 “Supervisor” shall mean an administrative officer in charge of a school unit or operation.
- 1.3.10 “Superintendent” shall mean the Superintendent of Schools of the Harford County Public Schools and/or his/her designated representative.
- 1.3.11 “Administrator” and “Administration” shall mean, individually or collectively, a person or persons with supervisory responsibility but not a member of the teacher unit.
- 1.3.12 *“Actual cost of tuition” is defined as actual out-of-pocket expenses for tuition that have been paid by the eligible employee.* [From 17.2 (9) note:]
- 1.3.12 “Rehired, Retired Teacher” (RRT) shall mean a teacher 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 and is rehired by the Board.

LEGAL IMPASSE LANGUAGE

Propose to delete superfluous sections on impasse which are defined by state law, cited in Section 1.2.

~~2.6 In the event that the State Superintendent of Schools determines that an impasse is reached, the Association and the Board may, by mutual consent, request the assistance and advice of the State Board of Education. In the absence of such mutual consent, at the request of either party, a panel shall be named to aid in the resolution of differences.~~

~~2.7 The panel shall be named as provided in Education Article, Title 6, Subtitle 4, Section 6-408(d), of the Annotated Code of Maryland. In the event that the two initial panel members cannot agree upon a third party, the third member of the panel shall be determined by:~~

~~(1) Requesting a list of seven arbitrators from the American Arbitration Association. (A list of five arbitrators may be requested in the event that there is mutual agreement to do so.)~~

~~(2) Drawing lots to determine which of the two initial panel members shall first strike a name from the list.~~

~~(3) Alternately striking names from the list until one name remains, such person to be the third panel member.~~

~~2.8 All other provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland shall apply.~~

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Language in former sections 2.2.6 through 2.9 simply restates state law which is already cited in old 2.5/new 1.2.5.

BOARD'S RIGHTS

Propose to delete Article II – Board's Rights

~~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.~~

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Cost: none. **Effect on Student Achievement:** none. **Rationale:** Process clearly spelled out in state law (6-408 D of Education Code). Not part of any *agreement* negotiated between the Board and HCEA. Law governs -- as stated in old 2.3/new 1.228).

ASSOCIATION RIGHTS

Propose to rename current Article IV “Association Rights”

Proposed Language

ARTICLE IV **II** - Association-Board Relations **Rights.**

Cost: none. **Effect on Student Achievement:** none. **Rationale:** This section does not address the “relation” between the Board and the Association (which is the relation of the employer and the employees’ representative). Rather it defines rights granted to the Association.

SCHOOL VISITS

Propose to clarify language on School Visits

Proposed Language Change

2.2.1 School Visits: Consultants, advisors, ~~or~~ associates **or staff** of the Association, who are not employees of the Board, may enter ~~the school~~ **schools** for such things as the delivery of items. ~~Or~~ short conferences, **etc.** They will first report to the principal ~~or his or her designee.~~ **The principal may deny entry** and, if, in his or her judgment, **the exercise of this right interferes with the educational program and is** their continued presence will not be contrary to the best interest of the school, ~~they may remain.~~ [Moved from Article 4.3]

Proposed Final Language

School Visits: Consultants, advisors, associates or staff of the Association, who are not employees of the Board, may enter schools for delivery of items, short conferences, etc. They will first report to the principal. The principal may deny entry if, in his or her judgment, the exercise of this right interferes with the educational program and is contrary to the best interest of the school.

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Clarifies that Association staff are included in this provision. Clarifies syntax and principal’s right to bar entry.

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BULLETIN BOARDS

Propose to add language defining bulletin board space for Association use.

Proposed Language

2.2.3 Bulletin Boards: Adequate bulletin board space shall be provided by the Board for the use of the Association. The location of the bulletin board space shall be determined by the principal, in consultation with the school's delegates to the Representative Assembly of the Association.

Cost: none. **Effect on student achievement:** Not directly significant. **Rationale:** Contributes to effective distribution of information regarding professional opportunities, avoids controversy and promotes collaboration.

NEW TEACHER ORIENTATION

Propose to add language defining Association participation in orientation of new teachers.

Proposed Language

2.2.7 New Teacher Orientation: The Association shall be given a place on the agenda of new teacher orientation and new teacher benefit meetings to explain the benefits of Association membership and the HCEA Sick Leave Bank. At orientation meetings scheduled for a full day, the Association shall be allotted at least thirty (30) minutes on the day's agenda.

Cost: none. **Effect on student achievement:** Not directly significant. **Rationale:** Contributes to effective distribution of information regarding terms and benefits of employment (including HCEA Sick Leave Bank) and professional opportunities. Provides concrete expression of collaborative relation between Board and Association.

This provision will take effect on July 1, 2011.

Rationale for effective date: The Association introduces this proposal with the understanding that nothing in this proposal or in the negotiations process as a whole precludes the Association working collaboratively with the human resources and/or staff development departments to assist in welcoming, supporting, and orienting new teachers as it has done in the past.

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PRINCIPALS' MEETING

Propose to add language defining Association right to address a meeting of principals.

Proposed Language

2.2.8 Principals' Meeting: The Association shall be given an opportunity at least once during the first semester of each school year to address a principals' meeting on topics of mutual concern to administrators and the Association.

Cost: none. **Effect on student achievement:** Not directly significant. **Rationale:**

Administrators' understanding of contractual requirements and the modeling of a collaborative relationship in respecting and enforcing it will be a step forward in improving collaborative relations between the Association in general, the Association organized at school sites and individual teachers/Association members. The indirect effect of this collaborative effort could be significant in those school settings where barriers to effective communication have arisen.

POLICY MANUAL

Propose language to provide the Association with up-to-date information on school policy and implementation.

2.2.9 The Board will provide the Association with a copy of the Board's Policy Manual and a procedure by which the Association may receive notice/copies of new policies and implementation memos.

Cost: minimal. **Effect on Student Achievement:** Positive. **Rationale:** If the Association has current information on school policies and their implementation, the Association can better advise members and provide support for their effective implementation.

BOARD MEETING MATERIAL

Propose language to provide the Association with Board of Education Meeting Agendas and Materials

2.2.9 The Board will provide the Association with a packet for each Board of Education meeting which includes the agenda and supporting materials which are available to the public.

Cost: minimal. **Effect on Student Achievement:** Positive. **Rationale:** If the Association has current information the Association can keep teachers better informed, thus building a better understanding and stronger relationship between the teaches and the Board and the Superintendent.

PAYROLL DEDUCTION NOTIFICATION

Propose to change language on procedure for teachers notifying of their intent not to continue on payroll deduction.

Proposed Language changes

2.3.4 **Continuing Deductions:** These Deductions of Association dues shall continue for each subsequent school year **except as specified in 2.3.5.** ~~unless the Director of Finance is notified, in writing, prior to September 20 for the following deduction period. 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.~~ [Moved from Article 4.10]

Proposed Final Language

Continuing Deductions: Deductions of Association dues shall continue for each subsequent school year except as specified in 2.3.5

Proposed Language

2.3.5 **The Association shall notify the Board of the names of teachers who have cancelled payroll deduction of Association dues by September 20 of each school year.**

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Cost: No cost; will relieve Board staff of the burden of a task that occurs during the busy first months of the school year. **Effect on student achievement:** None **Rationale:** The Association’s contract with its members is defined between the Association and the member(s). The insertion of the Board into this contractual relationship is inappropriate.

TEACHER LISTS

Propose to change language on provision of teacher lists

Proposed Language

2.3.6 Teacher Lists: ~~Between September 30 and October 15,~~ **In October, December, February and April,** the Board will supply the Association with an **electronic** list of **teachers in the unit showing which are** on payroll deduction . ~~as of September 20.~~ [Moved from Article 4.10] **and will provide the Association with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.**

Proposed Final Language

2.3.7 Teacher Lists: In October, December, February and April, the Board will supply the Association with an electronic list of teachers in the unit showing which are on payroll deduction and will provide the Association with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.

Cost: None. Any indirect cost in staff time involved in creating an electronic file four times a year will be more than offset by the reduction in personal contact with the Association staff required with discrepancies have to be resolved. **Effect on student achievement:** None. **Rationale:** Allows for collaborative reconciliation of payments, avoids unnecessary duplication of effort.

EXCLUSIVITY

Propose to change language on exclusivity rights

Proposed Language Change

2.3.8 Exclusivity: ~~The provisions of Sections 4.6, 4.9, and 4.10~~ **Rights granted in this section** shall not be made available to any other organization seeking to represent teachers, ~~but These rights~~ shall be exclusively granted to the Association. [Formerly 4.11]

Proposed Final Language

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2.3.8 Exclusivity: Rights granted in this section shall not be made available to any other organization seeking to represent teachers, but shall be exclusively granted to the Association.

Cost: none. **Effect on student achievement:** None. **Rationale:** Clarifies that exclusive bargaining agents have certain rights under state law that are not limited to the rights granted only in former sections 4.6, 4.9 and 4.10.

FAIR SHARE REPRESENTATION FEE

Propose language to address future enactment of fair share representation fee legislation

Proposed New Language

2.3.8 Fair Share Representation Fee: Upon enactment of fair share representation fee legislation pursuant to Section 6-407 of the Education Article of the Annotated Code of Maryland, teachers who begin work after June 30 of the year of enactment shall, as a condition of their employment, be required to either join the Association or pay a representation fee. The Board and the Association will negotiate the procedures for implementing this section within ninety (90) days of the enactment of said legislation.

Cost: none. **Effect on student achievement:** None. **Rationale:** Self-explanatory

GRIEVANCE PROCEDURE

Propose to Reorganize and Clarify the Article on Grievance Procedure

Proposed Language Changes

ARTICLE V ~~III~~ - Grievance Procedure

3.1 Definitions

3.1.1 Grievance: ~~A grievance is~~ **a complaint concerning** an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Association **than cannot be resolved informally.** [Former 5.1]

Propose to add “Association” as grievant.

3.1.2 Grievant: A teacher, a group of teachers, or the Association filing a grievance.

Cost: None. Potential cost savings in being able to resolve certain grievances without having to involve the time of three or more teachers in the resolution process. **Effect on student achievement:** None. **Rationale:** Clarifies that the Association, as party to this agreement, may grieve an alleged violation of the agreement. This language would in not abrogate any legal rights currently held by the Board, would allow for speedier resolutions of some grievances at a much lower cost and would reflect a relationship of mutual professional respect between the Board and the Association.

3.1.3 Class Grievance: A grievance that directly affects three (3) or more unit members. [From former 5.6]

Propose to define “school days”

3.1.4 School Days: Teacher duty days on the school calendar when schools are open.

Cost: none. Possible savings to Board in that extensions in timelines would not need to be discussed and memorialized. **Effect on student achievement:** None. **Rationale:** For clarity, makes clear that timelines would be extended when schools are closed.

Propose to define “adjust.”

3.1.5 Adjust: resolve or settle

Cost: none. **Effect on student achievement:** None. **Rationale:** For clarity. The word “adjust” is not used in normal conversation about grievances. This definition makes clear that contract language does not mean something other than the language which is usually employed in referring to the grievance process.

GRIEVANCE SETTLEMENT

3.2 Settlement of ~~Employee~~ Grievances.

Propose to add “Informal Resolution”

3.2.1 Informal Resolution: The purpose of this procedure is to secure equitable solutions to complaints at the lowest level possible and through informal communications. Both parties shall strive to first informally resolve differences.

Cost: none. **Effect on student achievement:** None. **Rationale:** Makes clear the stated intent of the Board and Association to, but which language is not currently included in the Grievance article.

Propose to add Expedited Process

3.2.2 Expedited Process: 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 [Formerly 5.2] **the number of days indicated at each level is considered a maximum and every effort will be made to expedite the process.**

Cost: none. **Effect on student achievement:** None. **Rationale:** Makes clear the stated intent of the Board and Association to, but which language is not included in the Grievance article. Eliminates repetition of grievance definition.

Propose to clarify only

3.2.3 Individual Adjustments: The provisions of this article ~~shall~~ provide the means of settlement of all ~~such~~ grievances. **provided, However, that** nothing ~~herein will be construed as~~ in this article ~~limiting~~ **limits** the right of any employee to have a ~~complaint~~ **grievance** adjusted without the intervention of the Association ~~so~~ **as** long as the adjustment is not inconsistent with the terms of this agreement. [Formerly 5.2]

Cost: none. **Effect on student achievement:** None. **Rationale:** This language was formerly included with language that defined the responsibility for the “prompt and orderly disposition of grievances.” Permitting individual grievances is a different topic and does not contribute to promptness or orderly disposition.. This change of place makes the topic easier to find for those individuals who may choose to file an individual grievance. Grammar and syntax changes make it more readable and accessible to individuals.

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

3.2.5 Grievance Records: 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. [Formerly 5.10]

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GRIEVANCE - PROCEDURAL STEPS

3.3 Grievance Presentation **Procedural Steps**. [Formerly 5.3]

3.3.1 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 , ~~[delete comma]~~ **and** a representative of his or her choice, and the employee's **principal or** immediate supervisor and/or **the latter's** designated representative.~~(s)~~.

Step 2. Between the grievant, ~~[delete comma]~~ and his or her Association representative, and the appropriate **elementary or secondary director**, ~~elementary or secondary~~, and/or **the latter's** designated representative~~(s)~~.

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

Propose to add provision of Written Responses

3.3.2 Copies of decisions in Steps 1, 2 and 3 shall be provided to the grievant and to the Association.

Cost: none. Potential savings in administrative time spent on explaining, re-explaining and arguing over interpretation of oral decisions. **Effect on student achievement:** None.

Rationale: Written grievance settlements is part and parcel of the “prompt and orderly disposition.” Written decisions provide all parties with documentation necessary to assure a common understanding of the outcome of the grievance. Proving the Association with a copy of the grievance allows to Association to be effective in helping the grievant(s) understand the outcome. This requirement would not necessarily apply to grievances that are adjusted informally – although the Association feels that written summaries of conferences is an important part of effective school administration.

GRIEVANCE TIMELINES

3.4 ~~Grievance Presentation~~ **Timelines:**

Cost: none. **Effect on student achievement:** None. **Rationale:** Sections 3.4.1 through 3.4.6 were formerly all in Article 5.4 – a dense and complicated paragraph. Breaking the process out into separate sections makes the process clearer.

3.4.1 Step 1 Presentation: All grievances shall be **signed by the grievant** and presented in writing, at Step 1 within ten (10) school days from the date of ~~their~~ **the occurrence**, ~~signed by the grievant.~~ **of the alleged violation.** [Formerly 5.4]

3.4.2 Meeting with Administrator: The **step** meeting ~~which~~ **to discuss the grievance at each step** shall be held within ten (10) school days following receipt of the **grievance or** appeal. [Formerly 5.4]

Cost: none. **Effect on student achievement:** None. **Rationale:** This language makes explicit the need for a prompt meeting and resolution at Step 1 and is consistent with requirements at other steps. Previous language defined a time limit for a step meeting following an appeal, but not for a meeting at Step 1.

3.4.3 Administrative Response: The Administrator's **answer response** 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.~~

Cost: none. **Effect on student achievement:** None. **Rationale:** “Response” is the more formal term and will help to clarify the formality of the process to its participants. Compare: ” “answer to the grievance,” “response to the grievance.”

3.4.5 Appeal: ~~Unless~~ **The administrator's response to the grievance is** ~~is~~ **may be** appealed to the next step within five (5) school days after the Administrator's **answer response is received.**

Propose to add administrator failure to render decision

3.4.6 Settlement: If the grievant does not appeal to the next level within the time prescribed, ~~it~~ **the grievance** shall be deemed settled in accordance with the Administrator's **answer response**, ~~which shall be considered acceptable to the grievant and the Association.~~ **If the administrator fails to render a decision within the time prescribed, the grievance shall be deemed settled in favor of the grievant.**

Cost: none. **Effect on student achievement:** None. **Rationale:** Turn about it fair play. This requirement will contribute to the prompt resolution of the grievance and may be adjusted per Article 3.4.7.

3.4.7 Timeline Adjustments: By mutual agreement of the grievant and ~~the superior,~~ **the appropriate administrator**, the time limits stated herein may be ~~compromised~~ **extended** to allow the collection of pertinent information and in the interest of prudent resolution of the grievance. [Formerly 5.7]

Cost: none. **Effect on student achievement:** None. **Rationale:** “Administrator” is the word used in other sections and is a word with less emotional connotation.

3.4.8 Class Grievance: If the Association **claims files** 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 **at Step 3** within ten (10) days from the date of its ~~the~~ occurrence **giving rise to the grievance**. ~~The processing of such grievance shall begin at Step 3.~~ [Formerly 5.6, definition included in Grievance Definitions section.]

3.4.9 Release from Assignment: ~~Should~~ **If** the investigation or processing of a grievance requires that a teacher, ~~or~~ an Association representative or **the three (3) individuals identified by the Association as the parties involved in to a class grievance** be released from ~~his or her~~ **his/her/their** 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~~ **he/she/they** 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. [Formerly 5.9, language simplified.]

3.5 Arbitration:

3.5.1 Intent to Arbitrate: ~~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 may be appealed to arbitration by~~ The Association **may appeal a grievance to arbitration** by serving written notice **of its intent to arbitrate on to** the Board within fifteen (15) calendar days after the Superintendent’s ~~answer~~ **response** at Step 3 **is received**. No individual employee shall have the right to invoke this arbitration procedure. [Formerly 5.5(1)]

Cost: none. **Effect on student achievement:** None. **Rationale:** “is received” added for clarity. Other changes are syntactical.

3.5.2 Waiver of Arbitration: 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. [Formerly 5.5(1)]

3.5.3 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. **After invoking the jurisdiction of the American Arbitration Association, the matter shall proceed under its rules.** ~~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~~

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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. [Formerly 5.5(3)]

ARBITRATOR'S DECISION

Propose to change language to confirm with law concerning arbitrator's "decision"

3.5.4 Jurisdiction of Arbitrator: The jurisdiction and authority of the arbitrator of the grievance and his or her opinion and ~~recommendation~~ **decision** 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~~ **decision** 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.

[Formerly 5.5(3)]

3.5.5 Decision of Arbitrator Binding: The ~~recommendation~~ **decision** 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.

[Formerly 5.5 (3)]

3.5.6 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. [Formerly 5.5 (4)]

GRIEVANCE ARTICLE – PROPOSED FINAL LANGUAGE

ARTICLE III - Grievance Procedure

3.1 Definitions

- 3.1.1 **Grievance:** A complaint concerning an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Association that cannot be resolved informally.
- 3.1.2 **Grievant:** A teacher, a group of teachers, or the Association filing a grievance.
- 3.1.3 **Class Grievance:** A grievance that directly affects three (3) or more unit members.
- 3.1.4 **School Days:** Teacher duty days on the school calendar when schools are open.
- 3.1.5 **Adjust:** resolve or settle

3.2 Settlement of Grievances.

- 3.2.1 **Informal Resolution:** **The purpose of this procedure is to secure equitable solutions to complaints at the lowest level possible and through informal communications. Both parties shall strive to first informally resolve differences.**
- 3.2.2 **Expedited Process:** The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievance. To this end, the parties agree that the number of days indicated at each level is considered a maximum and every effort will be made to expedite the process.
- 3.2.3 **Individual Adjustments:** The provisions of this article provide the means of settlement of all grievances. However, nothing in this article limits the right of any employee to have a **grievance** adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this agreement.
- 3.2.4 **No reprisals:** No reprisals of any kind will be taken by the Board, administration or **the** Association against any teacher or official because of his or her participation in this grievance procedure.
- 3.2.5 **Grievance Records:** 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.

3.3 Procedural Steps.

- 3.3.1 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 **and** a representative of his or her choice, and the employee's **principal or** immediate supervisor and/or the latter's designated representative.
 - Step 2. Between the grievant and his or her Association representative, and the appropriate elementary or secondary director and/or the latter's designated representative.
 - Step 3. Between the grievant and his or her Association representative, and the Superintendent and/or the latter's designated representative(s).

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3.3.2 Copies of decisions in Steps 1, 2 and 3 shall be provided to the grievant and to the Association.

3.4 Grievance-Timelines:

3.4.1 Step 1 Presentation: All grievances shall be signed by the grievant and presented in writing, at Step 1 within ten (10) school days from the date of the occurrence of the alleged violation.

3.4.2 Meeting with Administrator: The meeting to discuss the grievance **at each step** shall be held within ten (10) school days following receipt of the **grievance or** appeal.

3.4.3 Administrative Response: The Administrator’s answer at each Step shall be given in writing within ten (10) school days after the Step meeting

3.4.5 Appeal: The administrator’s response to the grievance may be appealed to the next step within five (5) school days after the Administrator’s response is received.

3.4.6 Settlement: If the grievant does not appeal to the next level within the time prescribed, the grievance shall be deemed settled in accordance with the Administrator’s response. **If the administrator fails to render a decision within the time prescribed, the grievance shall be deemed settled in favor of the grievant.**

3.4.7 Timeline Adjustments: By mutual agreement of the grievant and **the appropriate administrator**, the time limits stated herein may be extended to allow the collection of pertinent information and in the interest of prudent resolution of the grievance. [Formerly 5.7]

3.4.8 Class Grievance: If the Association files a class grievance the grievance may then be submitted directly to the Superintendent at Step 3 within ten (10) days from the date of the occurrence giving rise to the grievance.

3.4.9 Release from Assignment: If the investigation or processing of a grievance requires that a teacher, ~~or~~ an Association representative or the three (3) individuals identified by the Association as the parties to a class grievance be released from his/her/their regular assignment, he/she/they 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.

3.5 Arbitration:

3.5.1 Intent to Arbitrate: The Association may appeal a grievance to arbitration by serving written notice of its intent to arbitrate to the Board within fifteen (15) calendar days after the Superintendent’s response at Step 3 **is received**. No individual employee shall have the right to invoke this arbitration procedure.

3.5.2 Waiver of Arbitration: If the Association fails to serve such notice within this time limitation, it shall be deemed to have waived arbitration and the grievance shall be considered settled.

- 3.5.3 **Decision of Arbitrator Binding:** 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.
- 3.5.4 **Arbitration Expenses.** The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to arbitration.

TRANSFERS

Article and Sections numbered based on proposal above.

ARTICLE ~~VI~~ IV - Transfers

4.1 Definitions

Propose to move definitions to beginning of Article.

4.1.1 Voluntary Transfer shall mean a change in assignment to a different school(s) made in response to a teacher's request for such a transfer. [From former Article 6.2, not defined there]

Propose to change "teaching personnel" to "teachers."

4.1.2 Administrative Transfer shall mean a transfer of a teacher which ~~When an administrative transfer of teaching personnel is necessary because of a reduction of staff in a school [Former Article 6.2]~~

Cost: none. **Effect on Student Achievement:** none. **Rationale:** "Teaching personnel" is only used in the section of administrative transfer and in the Reduction in Force provision. Unless there is some specific reason to use the specific language "teaching personnel," use of the word "teacher" is consistent with the rest of the contract and does not open up contract language to unnecessary misinterpretation.

Propose to remove reference to "solution to a problem"

4.1.3 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 [Old 6.2]~~ **shall mean a change in assignment to a different school(s) not in response to a request for transfer and due to reasons other than a reduction in staff.**

[Note: The following (4.1.4, 4.1.5, 4.1.6) are from numbered and unnumbered paragraphs under Administrative Transfer]

4.1.4 An elementary school shall mean a school containing *Grades K through 5 or 6.*

4.1.5 A regular elementary teaching assignment; ~~that is,~~ shall mean *an assignment in the to teach in the grade(s) at ~~that~~ an elementary school.*

4.1.6 An elementary subject field shall mean an assignment in an elementary school which is not an assignment to teach a specific grade(s), *;e.g., reading specialist, guidance counselor, etc.*

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4.1.7 *A secondary subject field shall mean an assignment that requires a specific certification (e.g., geography, English, mathematics, biology, guidance, work experience coordinator, etc.) [Formerly 6.2.2]*

ORIGINAL SCHOOL

Propose to define “original school”

4.1.8 **“Original school” shall mean the school from which a teacher has been transferred.**

Cost: none. **Effect on Student Achievement:** none

LENGTH OF SERVICE

Propose to define “length of service”

4.1.9 **Length of service in the Harford County Public Schools shall mean service as a teacher, except that service credit granted to HCPS paraeducators who become teachers will count toward length of service.**

Cost: none. **Effect on Student Achievement:** none. **Rationale:** The intent of this language would reflect the intent of the Board in granting service credit in the teacher unit.

GENERAL PROVISIONS

Propose to move language that applies to transfers generally to “General Provisions”

4.2 General Provisions

Purpose to clarify only

4.2.1 Order of Priority in Transfers: *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.* **The order of priority for transferring teachers to assignments for which they are qualified shall be: 1) voluntary transfers, 2) teachers returning from leaves of absence, 3) administrative transfers, 4) part-time teachers requesting full-time employment and 5) newly hired teachers.** . [Formerly fourth unnumbered paragraph under 6.1.2]

Cost: none. **Effect on Student Achievement:** None. **Rationale:** This is essentially what the language in 6.1.2 says – it just says it as if it only applies to the part-time/full-time case. Said more clearly, it will help both administrators and teachers to understand and apply the agreement.

NOTIFICATION OF ASSIGNMENT

Propose to clarify that the same timeline for notice of teachers assigned to newly opened schools applies to teachers going to new schools.

4.2.2 Notification of Change of Assignment: *In the case of opening of a new school in the fall, the presently employed A teacher requesting a voluntary transfers or being assigned administratively or involuntarily to a new school ~~to be assigned to it~~ shall receive official notice in writing of ~~that~~ the change of assignment by the close of ~~school,~~ the last day of school ~~if known.~~* [Formerly 6.3]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** A date certain allows teachers prepare for what is a significant change in their careers.

NEWLY OPENED SCHOOL NOTICE DATE

Propose to add “prior to February 1.”

4.2.3 Newly Opened Schools: The names of newly opened schools to which teachers may request transfers for the following school year shall be announced **prior to February 1.** When the principal is appointed, that information will be distributed through the normal channels of communication and shared with the Association. [Formerly 6.1 (1) with new “prior to February 1]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** A date certain will allow teachers to consider and apply for voluntary transfers to new schools. Without a date the language seems to be meaningless.

VOLUNTARY TRANSFERS

4.3 Voluntary Transfer.

4.3.1 Requirements: Requests for voluntary transfers will be accepted from tenured teachers who meet the certification requirements for the position identified. [Formerly 6.1]

4.3.2 Deadline: The Requests ~~for voluntary transfers are to~~ **must** be in writing and ~~to be~~ received prior to March 1 of the current year. [First unnumbered paragraph under 6.1 (2), moved from below]

VOLUNTARY TRANSFER CUT-OFF DATE

Propose to change cut-off date to July 15.

4.3.3 Vacancies: All such Requests **for voluntary transfers** will apply to vacancies identified prior to ~~June 1~~ **July 15.** [Third unnumbered paragraph under 6.1 (2)]

Cost: none. **Effect on student achievement:** Indirect. Improved morale, message that Board values its experienced teachers. **Rationale:** Opportunities for vacancies occur after the current cut-off of June 1 and too often vacant positions identified after June 1 are filled by new hires, rather than from a pool requesting transfer.

Extending the date from the current June 1 to mid-July will provide the maximum opportunity for voluntary transfer applicants, while still allowing time for filling unfilled positions with new hires, since the number of positions that open up between June 1 and July 15 is not huge.

Setting the date for identifying vacancies open to voluntary transfers effectively denies teachers with experience the opportunity to move to schools of their choice. Positions that could otherwise be filled by experienced teachers whose continued employment with the Board is likely are often filled with young, less experienced teachers, a great number of whom leave the profession within five years.

EXPLANATION OF DENIAL

Propose to change “will be advised” to “may request” and add “a written explanation.”

4.3.4 Opportunity to Interview: ~~Applicants~~ **Teachers requesting voluntary transfers** 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~~ **A teacher whose request for voluntary transfer is denied will be advised may request and receive a written explanation of the denial.** [Formerly 6.1 (2)]

Cost: none. Potential cost savings in administrative time responding to requests for explanations of decisions to deny transfers. **Effect on Student Achievement:** Indirect. **Rationale:** Language referring to “applicants” and “candidates” is inappropriate since other language refers to “requests,” not “applications” for transfer. Referring to “teachers requesting voluntary transfers” is more appropriate and clearer. “Will be advised” is so broad as to be useless unless a deadline is attached. Allowing a teacher to request a written explanation of denial of transfer will limit the number of responses to denials required of principals and will provide specific information in those cases where teachers request it. Such information allows the teacher in question to take steps to improve his/her prospects for future transfer, and by the same token, the quality of his/her instruction.

4.3.5 No Mid-Year Voluntary Transfers: Voluntary transfers will not be effected during a school year. [Formerly second unnumbered paragraph under 6.1 (2)]

4.3.6 Withdrawal of Request: A teacher may **withdraw a request for a voluntary transfer by submitting in writing a written request to do so** ~~withdraw a request for a voluntary transfer~~ prior to June 30. [Formerly 6.1 (2)]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Grammar/syntax for clarity

Propose to move to 4.3.2

~~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.~~ [Formerly 6.1 (2), moved to 4.3.2]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Repeated in 6.1 (2) and again in the first unnumbered paragraph after 6.1 (2). Although 6.1 (1) references voluntary transfers to new schools, no specific information is provided on submitting transfer requests to these schools. It is therefore to be assumed that the procedures outlined in 6.1 (2) and following paragraphs apply.]

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Propose to move to 4.1.1

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

[Formerly fourth unnumbered paragraph after 6.1 (2), moved to 4.1.1]

ADMINISTRATIVE TRANSFERS

4.4 Administrative Transfer

Propose to change “teaching personnel,” which is only used in this section, to teachers.

4.4.1 Considerations in Administrative Transfers: When an administrative transfer of ~~teaching personnel~~ a teacher(s) is necessary because of a reduction of staff in a school, the ~~administration~~ Superintendent and or his/her designee will identify where the reduction is to take place, taking into consideration the needs of the school system, and the needs and qualifications of the individual teacher(s) [From 6.2.2, beginning of second (unnumbered) paragraph.]

Cost: none. Potential cost savings in rationalizing and clarifying the process. **Effect on Student Achievement:** None. **Rationale:** 1) “Teaching personnel” is only used in the section of administrative transfer and in the Reduction in Force provision. Unless there is some specific reason to use the specific language “teaching personnel,” use of the word “teacher” is consistent with the rest of the contract and does not open up contract language to unnecessary misinterpretation. 2) “Administration” is used in the contract a) to reference the process of management of the Sick Leave Bank and once to refer – not too clearly – to positions outside direct classroom instruction. This change clarifies to avoid any potential misunderstanding.

Propose to move language below to definitions.

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

2. In a secondary school—Secondary subject field; e.g., geography, English, mathematics, biology, guidance counselor, work experience coordinator, etc.

The needs of the school system, and the needs and qualifications of the individual teacher(s) shall be considered.

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4.3.2 Length of Continuous Service in the Harford County Public Schools: When all other factors are equal, the length of continuous service in the Harford County Public Schools will be the determining factor in identifying the teacher(s) who is/are to be transferred from the an elementary school grades teaching assignment or the an elementary or secondary school subject field.

4.3.3 Length of Service in the School: 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/are to be transferred from the a regular elementary teacher assignment or the an elementary or secondary school subject field. [Formerly the first unnumbered paragraph under 6.2.2]

Propose to clarify only

4.3.4 Maintaining Certified Teacher in Position: In an elementary school, if a teacher identified to be administratively transferred an administrative transfer effected in the manner defined above would leave a vacancy for which there would be no other teacher in the school is certified to teach to fill 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. [Formerly the second unnumbered paragraph under 6.2.2]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Grammar/syntax for clarity

Propose to clarify only

4.3.5 Return to Original School Prior to First Preschool Day: In an elementary or secondary school, when a teacher receives written notice that he or she is administratively transferred; and If, prior to the first preschool day, a vacancy occurs in the same kind of a teaching assignment in the original school for which the teacher is qualified, 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 providing he/she has notified the Human Resources Department, in writing, within ten (10) calendar days of receipt of his or her letter of administrative transfer that he/she wishes to exercise this option, should it become available. [Formerly the third unnumbered paragraph under 6.2.2]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Grammar/syntax for clarity

Propose to clarify

4.3.5 Return to Original School after One Year in New Assignment: If a vacancy does not occur in the same kind of teaching assignment in the original school prior to the first

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preschool day, then **If the option in 4.3.6 is not available**, the teacher will remain in the new assignment for the ~~entire next~~ school year. If at the end of ~~this~~ the school year **in the new assignment** and prior to the first preschool day of ~~this calendar~~ **the following school year**, a vacancy in the same kind of teaching assignment becomes available in the original school **for which the teacher is qualified**, for the following year, then, at the teacher's option, the teacher will be reassigned back **given the option to return** to his or her original school, ~~provided written notice was given to the Human Resources Department~~ **providing he/she has notified** the Human Resources Department, in writing, within ten (10) **calendar** days of **receipt of** the original letter of transfer transfer **that he/she wishes to exercise this option, should it become available.** ~~This transfer must~~ **The return to the original school will** take place on the first preschool day. [Formerly the fourth unnumbered paragraph under 6.2.2]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Grammar/syntax for clarity and for consistency with language in section above. A “return to the original school” is better characterized as such, to avoid confusing it with a “transfer” and other transfer language.

4.3.8 Transfer Becomes Permanent in Year Two: ~~Following~~ **After** the first preschool day of ~~this~~ **the second year in the new assignment**, the ~~transfer assignment~~ becomes permanent and the teacher will remain in the school to which her or she is transferred. ~~For following school years, the voluntary transfer policy will apply.~~ [Formerly the fourth unnumbered paragraph under 6.2.2]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Grammar/syntax for clarity.

4.3.9 Transfer of Entire Grade Level : 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. [Formerly the fifth unnumbered paragraph under 6.2.2]

Propose to move only

~~*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.*~~ [Formerly 6.3, moved to be included in Section 4.22]

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Inclusion in proper section for clarity.

4.4 Involuntary Transfer.

Propose to clarify only

4.4.1 Meeting Required: If, as a solution to a problem (~~different from those listed in “Administrative Transfer”~~) a teacher is to be transferred to another school **for reasons other than reduction of staff**, such a transfer may not be effected until after a meeting **shall be held** between the teacher involved and the appropriate administrator(s) **prior to the transfer.**

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Grammar/syntax for clarity. Removal of reference to this transfer being a “solution to a problem” relieves the

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principal of having to identify a reason for the transfer that might reflect badly on either administrator or teacher.”

- 4.4.2 **Opportunity to Respond:** At this time ~~meeting~~, 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.
- 4.4.3 **Meeting with Superintendent:** In the event that a teacher objects to the transfer, he or she shall, upon request, have a meeting with the Superintendent or designee.
- 4.4.4 **Right to Be Accompanied:** The teacher, ~~at his or her~~ **will have the** option, ~~may have of having~~ a person of his or her choice accompany him or her at the meeting. [Formerly 6.4]

PROMOTIONAL VACANCIES

ARTICLE ~~VII~~ **V Promotional Vacancies**

ADD WEB SITE TO ANNOUNCEMENT

Propose to add “on the HCPS web site”

- 5.1 **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. [Formerly 7.1] *During the summer months, such announcements shall be posted in the central office, on the HCPS web site, and a copy sent to the Association.* [Formerly second sentence in 7.2]

“WORKERS” to “EMPLOYEES”

Propose to change “workers” to “employees”

- 5.3 **Preference:** All applicants will receive consideration but in the case of equal qualifications, the first preference will be given to professional ~~workers in Harford County~~ **employees of the Harford County Public Schools.** *During the summer months, such announcements shall be posted in the central office and a copy sent to the Association.* [Formerly 7.2]
- 5.4 **Process:**
- 5.4.1 **Application.** Candidates are to complete and submit a formal application form with a transcript of all college studies to the Human Resources Department. [Formerly 7.3]
- 5.4.2 **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. [Formerly 7.4]

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- 5.4.3 **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. [Formerly 7.5]
- 5.4.4 **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. [Formerly 7.6]

PROPOSED FINAL LANGUAGE – TRANSFERS, VACANCIES

ARTICLE IV - Transfers

4.1 Definitions

- 4.1.1 **Voluntary Transfer** shall mean a change in assignment to a different school(s) made in response to a teacher’s request for such a transfer.
- 4.1.2 **Administrative Transfer** shall mean a transfer of a teacher which is necessary because of a reduction of staff in a school
- 4.1.3 **Involuntary Transfer** shall mean a change in assignment to a different school(s) not in response to a request for transfer and due to reasons other than a reduction in staff.
- 4.1.4 An **elementary school** shall mean a school containing Grades K through 5 or 6.
- 4.1.5 A **regular elementary** teaching assignment, ~~that is,~~ shall mean an assignment ~~in the~~ to teach in the grade(s) at an elementary school.
- 4.1.6 An **elementary subject field** shall mean an assignment in an elementary school which is not an assignment to teach a specific grade(s); e.g., reading specialist, guidance counselor, etc.
- 4.1.7 A **secondary subject field** shall mean an assignment that requires a specific certification (e.g., geography, English, mathematics, biology, guidance, work experience coordinator, etc.)
- 4.1.8 **“Original school”** shall mean the school from which a teacher has been transferred.
- 4.1.9 **Length of service** in the Harford County Public schools shall mean service as a teacher, except that service credit granted to HCPS paraeducators who become teachers will count toward length of service.

4.2 General Provisions

- 4.2.1 **Order of Priority in Transfers:** The order of priority for transferring teachers to assignments for which they are qualified shall be: 1) voluntary transfers, 2) teachers returning from leaves of absence, 3) administrative transfers, 4) part-time teachers requesting full-time employment and 5) newly hired teachers.

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- 4.2.2 **Notification of Change of Assignment:** A teacher requesting a voluntary transfers or being assigned administratively or involuntarily to a new school shall receive official notice in writing of the change of assignment by the close of the last day of school.
- 4.2.3 **Newly Opened Schools:** The names of newly opened schools to which teachers may request transfers for the following school year shall be announced prior to February 1. When the principal is appointed, that information will be distributed through the normal channels of communication and shared with the Association.

4.2 Voluntary Transfer.

- 4.2.1 **Requirements:** Requests for voluntary transfers will be accepted from tenured teachers who meet the certification requirements for the position identified.
- 4.2.2 **Deadline:** Requests for voluntary transfers must be in writing and received prior to March 1 of the current year.
- 4.2.3 **Vacancies:** Requests for voluntary transfers will apply to vacancies identified prior to July 15.
- 4.2.4 **Opportunity to Interview:** Teachers requesting voluntary transfers will be provided with the opportunity to interview with representatives of the school(s) to which they request transfer(s) at times and places designated by the Human Resources Department. A teacher whose request for voluntary transfer is denied may request and receive a written explanation of the denial.
- 4.2.5 **No Mid-Year Voluntary Transfers:** Voluntary transfers will not be effected during a school year.
- 4.2.6 **Withdrawal of Request:** A teacher may withdraw a request for a voluntary transfer by submitting a written request to do so prior to June 30.

4.3 Administrative Transfer

- 4.3.1 **Considerations:** When an administrative transfer of a teacher(s) is necessary because of a reduction of staff in a school, the Superintendent and or his/her designee will identify where the reduction is to take place, taking into consideration the needs of the school system, and the needs and qualifications of the individual teacher(s).
- 4.3.3 **Length of Continuous Service:** When all other factors are equal, the length of continuous service in the Harford County Public Schools will be the determining factor in identifying the teacher(s) who is/are to be transferred from a regular elementary school teaching assignment or an elementary or secondary school subject field.
- 4.3.4 **Length of Service in the School:** 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/are to be transferred from a elementary teacher assignment or an elementary or secondary school subject field.
- 4.3.5 **Maintaining Certified Teacher in Position:** In an elementary school, if an administrative transfer effected in the manner defined above would leave a vacancy which no other teacher in the school is certified to fill, then, assuming all other factors are equal,

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the next least senior teacher would be transferred to assure that all grades are taught by teachers certified to teach those grades.

- 4.3.6 **Return to Original School Prior to First Preschool Day:** If, prior to the first preschool day, a vacancy occurs in a teaching assignment in the original school for which the teacher is qualified, the teacher will be reassigned to his or her original school, providing he/she has notified the Human Resources Department, in writing, within ten (10) calendar days of receipt of his or her letter of administrative transfer that he/she wishes to exercise this option, should it become available.
- 4.3.7 **Return to Original School after One Year in New Assignment:** If the option in 4.3.6 is not available, the teacher will remain in the new assignment for the school year. If at the end of the school year in the new assignment and prior to the first preschool day of the following school year, a teaching assignment becomes available in the original school for which the teacher is qualified, the teacher will be given the option to return to his or her original school, providing he/she has notified the Human Resources Department, in writing, within ten (10) calendar days of receipt of the original letter of transfer that he/she wishes to exercise this option, should it become available. The return to the original school will take place on the first preschool day.
- 4.3.8 **Assignment Permanent in Year Two:** After the first preschool day of the second year in the new assignment, the assignment becomes permanent and transfer policy applies.
- 4.3.9 **Transfer of Entire Grade Level :** 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.

4.4 **Involuntary Transfer.**

- 4.4.1 **Meeting Required:** If a teacher is to be transferred to another school for reasons other than reduction of staff, a meeting shall be held between the teacher involved and the appropriate administrator(s) prior to the transfer.
- 4.4.2 **Opportunity to Respond:** At this meeting, 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.
- 4.4.3 **Meeting with Superintendent:** In the event that a teacher objects to the transfer, he or she shall, upon request, have a meeting with the Superintendent or designee.
- 4.4.4 **Right to Be Accompanied:** The teacher will have the option of having a person of his or her choice accompany him or her at the meeting.

ARTICLE V Promotional Vacancies

- 5.1 **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. During the summer months, such announcements shall be posted in the central office, on the HCPS web site, and a copy sent to the Association.

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5.2 **Preference:** All applicants will receive consideration but in the case of equal qualifications, the first preference will be given to professional employees of the Harford County Public Schools.

5.3 Process:

5.3.1 **Application:** Candidates are to complete and submit a formal application form with a transcript of all college studies to the Human Resources Department.

5.3.2 **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.

5.3.3 **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.

5.3.4 **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.

DUTY-FREE LUNCH

ARTICLE VIII - Teaching Hours and Assignments

Propose language change to protect the character of the designated duty-free lunch period and split off section of the paragraph that does not apply.

8.2.4 **Duty-Free Lunch:** 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. **School and student schedules shall be planned to assure that teachers are in a position to be relieved of duty when their duty-free lunch period begins.**

Leaving the Premises: 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. [Formerly 8.2.4]

Cost: none. Effect on Student Achievement: none. Rationale: responds to very real problem in schools. Paragraph split into two sections because it deals with two topics.

FACULTY MEETINGS

ARTICLE VIII VI - Teaching Hours and Assignments

Propose to:

- Number six unnumbered paragraphs under current 8.2 (1).
- Limit full faculty meetings to two times a month
- Limit full faculty meetings to no more than once a week
- Set firm limit of length of full faculty meetings
- Eliminate full faculty meetings on Fridays and days before holidays
- Urge punctuality and brief faculty meetings
- Clarify that meetings outside the work day are at the teacher's discretion

FREQUENCY

6.3.1 Faculty Meetings:

6.3.1.1 Frequency: Meetings of the total faculty ~~will not be scheduled for more than once weekly that extend beyond the normal work day~~ **may be held up to two (2) times per month and shall not be scheduled more than once in any week.** [Formerly the first unnumbered paragraph under 8.2 (1)]

[Cost: none. **Effect on Student Achievement:** Positive. **Rationale:** While meetings of the full faculty are necessary, more efficient planning can reduce the number of meetings required for the successful operation of the school.

Teachers' time is valuable. Unproductive and wasteful meetings do much harm to the general morale of a professional staff and do little, if anything to support student achievement. By implementing strategies to limit the agenda to issues affecting the entire staff and school community, limit discussion only to the agenda items, and compose agendas with an eye toward efficiency, the number of meetings can be reduced without incurring results detrimental to the function of the school. Time saved can then be used by teachers to plan more effective lessons to improve student achievement.

Requiring teachers to meet as an entire faculty once a week for nearly an hour is an ineffective use of administrative and teacher time. It is hard to imagine that the information that has to be shared with or activity that must involve ALL faculty and staff would require three and a half to four hours a month. Staff time is much more effectively used in individual planning and team collaboration. Unfortunately, items deemed appropriate for large meetings usually expand to fill the time allotted – and a reasonable limitation of the time of such meetings would force everyone involved to use the time appropriately and efficiently.

DURATION

6.3.1.2 **Duration: Faculty meetings shall be scheduled** for ~~approximately~~ fifty (50) minutes ~~except in instances of~~ **but may be extended when they are called to deal with** school evaluation, the opening of a new school, and emergencies which affect the operation of the school. [Formerly the first unnumbered paragraph under 8.2 (1)]

[Cost: none. Effect on Student Achievement: Positive. Rationale: See rationale for 6.3.1.1].

FRIDAY AND HOLIDAYS

6.3.1.3 **Fridays and Days before Holidays:** Faculty meetings will not be scheduled ~~on a regular basis~~ on Fridays and the days before holidays **except in an emergency**. [Formerly the first unnumbered paragraph under 8.2 (1)]

[Cost: none. Effect on Student Achievement: None. Rationale: See rationale for 6.3.1.1].

PUNCTUALITY

6.3.1.4 **Punctuality: Every effort shall be made to start faculty meetings on time, to begin such meetings ten (10) minutes after student dismissal time, and to keep meetings as brief as possible.** [New Language]

[Cost: none. Effect on Student Achievement: Positive. Rationale: See rationale for 6.3.1.1].

MEETINGS OUTSIDE THE WORK DAY

6.3.1.5 **Other Meetings Outside the Work Day: Attendance at all meetings at times other than during the regular work day or as specified in this section will be at the option of the individual teacher.** [New Language]

Cost: none. **Effect on Student Achievement:** Positive. **Rationale:** See rationale for 6.3.1.1. In addition, this language would be a step forward in respecting the rights of teachers, the tremendous and growing demands on their time and their ability as professionals to evaluate and decide about the activities and meetings which will help them improve classroom instruction..

FACULTY MEETINGS – PROPOSED FINAL LANGUAGE

6.3.2 Faculty Meetings:

6.3.2.1 **Frequency:** Meetings of the total faculty that extend beyond the normal work day may be held up to two (2) times per month and shall not be scheduled more than once in any week.

6.3.2.2 **Duration:** Faculty meetings shall be scheduled for fifty (50) minutes but may be extended when they are called to deal with school evaluation, the opening of a new school, and emergencies which affect the operation of the school.

6.3.2.3 **Fridays and Days before Holidays:** Faculty meetings will not be scheduled on Fridays and the days before holidays except in an emergency.

6.3.1.6 **Punctuality:** Every effort shall be made to start faculty meetings on time, to begin such meetings ten (10) minutes after student dismissal time, and to keep meetings as brief as possible.

6.3.2 **Other meetings outside the work day:** Attendance at all meetings at times other than during the regular work day or as specified in this section will be at the option of the individual teacher.

PLANNING TIME

Propose to:

- Define individual planning time
- Lengthen individual planning time in elementary school
- Establish a schedule for early dismissals in elementary school to allow for additional individual planning time, team planning time and professional development.

Proposed Language Changes

INDIVIDUAL PLANNING TIME

6.4 Individual Planning Periods

6.4.1 Definition: Individual Planning Time shall mean planning time over which the individual teacher has control to decide on its use, in contrast to planning time that may be co-opted for team meetings and other group activity..

6.4.1 Planning Periods-Secondary: Teachers in secondary schools shall receive not less than 225 minutes of **individual** planning time on a weekly basis and shall be scheduled for one **individual** planning period per day of not less than forty-five (45) consecutive minutes. Neither this provision, nor 8.7 below will apply during times when the normal school schedule must be adjusted during emergencies; or in cases when an individual teacher has requested in writing to teach more than the usual number of periods for teachers in that subject in that school, or in the case of a teacher who volunteers for other school activities during the scheduled planning period. [Formerly 8.6]]

Cost: none. **Effect on Student Achievement:** Positive. **Rationale:** Refer to Bargaining Team presentation]

ADDITIONAL ELEMENTARY TIME

6.4.2 Planning Periods-Elementary: The **individual** planning time provided on a weekly basis for elementary teachers shall not be less than ~~220~~ **(225)** minutes. Teachers in elementary schools shall be scheduled for **individual** planning time during the regular day for students in increments of not less than ~~thirty~~ **(30) forty-five (45)** consecutive minutes per day. [Formerly 8.7]

Cost: none. **Effect on Student Achievement:** Positive. **Rationale:** Refer to Association Rationale Statements and Bargaining Team Presentation.

6.4.3 Planning Periods-Pre-K: 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 planning time and duty-free lunch period. Scheduled conferences between sessions should be kept to a minimum. [Formerly 8.8]

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DELETE ON A REGULAR BASIS

6.4.4 **No Additional Responsibilities during Planning Time:** Teachers may not be scheduled ~~on a regular basis~~ for additional responsibilities to be performed during the minimum **individual** planning periods allowed by this agreement. [Formerly 8.9]

EXPLORE POSSIBILITIES

6.4.5 Explore Possibilities: The Faculty Advisory Committee and the Principal in each school shall explore possibilities to provide additional planning time for all full-time teachers with the hope that as much as a minimum average of three hundred (300) minutes of planning time per week can be obtained.

EXTRA IEP SUPPORT

6.4.6 The Board shall provide in each school either a) extra hours of staffing for an IEP Casework Manager whose responsibility would be to implement the IEP process or b) extra planning periods every week for special educators. The amount of additional hours provided for IEP management, whether through a specific individual so assigned or by the special educators themselves, would be based on a ratio of the number of Special Education Students in the school with IEPS and the number of teacher hours spent implementing their IEPS, with the understanding that it would require one full-time staff person to maintain IEPS for [##] of students.

Cost: Undetermined. **Effect on Student Achievement:** Positive. **Rationale:** Teacher planning and preparation is a crucial component of effective teaching. In order to promote best practices and meet the needs of diverse students, teachers need time to individually plan, collaborate with peers, discuss and observe best practices, and participate in relevant professional development that prepares them for changing curriculum and challenges of teaching a diverse population. Teaching is dynamic and active, with an increased focus on problem-solving and teamwork. If teachers have adequate planning time, instruction will be more focused and engaging. Less class time will be wasted and consequently, students will be more successful in the instructional time available. Insufficient planning time makes achieving high standards less likely and deprives students of a quality education.

PLANNING TIME – PROPOSED FINAL LANGUAGE

6.4 Individual Planning Periods

6.4.1 Definition: Individual Planning Time shall mean planning time over which the individual teacher has control to decide on its use, in contrast to planning time that may be co-opted for team meetings and other group activity..

6.4.1 Planning Periods-Secondary: Teachers in secondary schools shall receive not less than 225 minutes of individual planning time on a weekly basis and shall be scheduled for one individual planning period per day of not less than forty-five (45) consecutive minutes. Neither this provision, nor 8.7 below will apply during times when the normal school schedule must be adjusted during emergencies; or in cases when an individual teacher has requested in writing to teach more than the usual number of periods for teachers in that subject in that school, or in the case of a teacher who volunteers for other school activities during the scheduled planning period.

6.4.2 Planning Periods-Elementary: The individual 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 individual planning time during the regular day for students in increments of not less than forty-five (45) consecutive minutes per day. [Formerly 8.7]

6.4.3 Planning Periods-Pre-K: 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 planning time and duty-free lunch period. Scheduled conferences between sessions should be kept to a minimum.

6.4.4 No Additional Responsibilities during Planning Time: Teachers may not be scheduled for additional responsibilities to be performed during the minimum individual planning periods allowed by this agreement.

6.4.5 Explore Possibilities: The Faculty Advisory Committee and the Principal in each school shall explore possibilities to provide additional planning time for all full-time teachers with the hope that as much as a minimum average of three hundred (300) minutes of planning time per week can be obtained.

EARLY DISMISSAL PROPOSAL FOR ELEMENTARY SCHOOL

The Board and the Association recognize that teachers need time for planning in order to meet the individual needs of the students through the curricular offerings and the science and art of instructing young people. The Board and the Association also realize the difficulties of scheduling adequate time for individual planning, team planning and professional development at the elementary level. It is in this context that the Board shall designate early dismissals on Wednesday afternoon for elementary schools for use in the following manner:

- 1 The first Wednesday of each month shall be for individual teacher planning.
- 2 The second Wednesday of each month shall be for staff development as determined by the instructional coordinator or program facilitator in collaboration with the instructional support teacher(s) and the principal. If a particular grade level does not have staff development, then the time shall be used for individual planning.
- 3 The third Wednesday of each month shall be used at the Principal's discretion.
- 4 The fourth Wednesday of each month shall be used for team planning/collaboration as directed by the principal. Activities may include grade level planning, collaboration between regular education and special education teachers, data analysis, and other activities designed to improve instructional planning and delivery.
- 5 In months with five Wednesdays, the fifth Wednesday shall be used for individual planning.

This proposal has been piloted in other school systems.

In one such system, elementary teachers (excluding multi-school teachers, pre-school and half day pre-kindergarten teachers) are guaranteed a minimum of **three hundred fifteen (315) minutes** planning time per week during which time they shall not be assigned to other duties. This includes **five (5) planning periods per week of not less than forty-five (45) consecutive minutes** in length during the student day and three (3) thirty minute planning periods during the duty day.

EXTRA DUTIES – NEW LANGUAGE

Propose new language on extra duties to:

- -Assure that teacher time is devoted to planning and academic and instruction tasks
- Eliminate extra duties that are not related to that effort

6.4 Extra Duties:

DEFINED

6.4.1 Definition: Extra duties shall mean duties that are not related to teaching and performing related professional duties.

ELIMINATE

6.4.2 Eliminate Extra Duties: Every effort will be made to eliminate extra duties that do not contribute to the promotion of student achievement for teachers.

NO INFRINGEMENT ON PLANNING

6.4.2 No Infringement on Individual Planning Time: Except in an emergency, the assignment of extra duties will not infringe on the teacher's individual planning time.

LIMIT DURATION

6.4.3 Limit in Duration: Except in an emergency when additional duties, the assignment of extra duties that do not will not exceed twenty (20) minutes in any one day.

MORE THAN ONE SCHOOL

6.4.4 If Assigned to More than One School: Teachers assigned to more than one school on one day shall not be assigned non-teaching duties on that day.

SPECIFIC PROHIBITIONS

6.4.5 Specific Prohibitions: Specifically, teachers will not be assigned or required to:

- *Provide crowd control or control disruptive behavior of persons present at school-sponsored functions held in school facilities that are open to the public* ~~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.~~ [Formerly 8.3]
- **Perform custodial duties**
- **Deliver books, equipment or heavy/bulky teaching materials to classrooms**
- Drive pupils to activities that take place away from the school building
- Search for explosives [Also in 24.1]
- **Supervise student teachers**
- **Obtain substitutes (although they may obtain substitutes with the permission of the principal).**

Cost: none. Effect of Student Achievement: positive. Rationale:

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EXTRA DUTIES – PROPOSED FINAL LANGUAGE

6.4 Extra Duties:

6.4.1 Definition: Extra duties shall mean duties that are not related to planning for and carrying out of a teacher’s academic, instructional and student service responsibilities

6.4.2 Eliminate Extra Duties: Every effort will be made to eliminate extra duties for teachers.

6.4.2 No Infringement on Individual Planning Time: Except in an emergency, the assignment of extra duties will not infringe on the teacher’s individual planning time.

6.4.3 Limit in Duration: Except in an emergency when additional duties, the assignment of extra duties that do not will not exceed twenty (20) minutes in any one day.

6.4.4 If Assigned to More than One School: Teachers assigned to more than one school on one day shall not be assigned non-teaching duties on that day.

6.4.5 Specific Prohibitions: Specifically, teachers will not be assigned or required to:

- *Provide crowd control or control disruptive behavior of persons present at school-sponsored functions held in school facilities that are open to the public*
- Perform custodial duties
- Deliver books, equipment or heavy/bulky teaching materials to classrooms
- Drive pupils to activities that take place away from the school building
- Search for explosives
- Supervise student teachers
- Obtain substitutes (although they may obtain substitutes with the permission of the principal).

TEMPORARY LEAVES OF ABSENCE

ARTICLE X - Temporary Absences and Leaves

Propose language to allow teachers to take leaves of less than ½ day in 15 minute increments

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.~~ **When a teacher’s absence for less than half a day can be accommodated without disrupting instruction, the teacher may have his/her absence deducted on a fifteen (15) minute basis.** [Formerly 10.1, with additional new language]

Cost: None. **Effect on student achievement:** Positive, keeps regular teacher in classroom. **Rationale:** Calculating absences on a fifteen-minute basis will allow teachers who need to miss a minimal amount of time during the work day to have more instructional time with students. Currently, teachers are required to put in for a half-day when they only need to be away from school for a short time. When a teacher has to miss a half-day, quality instruction time with students is lost. This method of accounting for teacher time is already being implemented in a number of schools and/or for some teachers informally.

PERSONAL BUSINESS LEAVE

Propose to remove outdated effective date.

10.2 Personal Business Leave

10.2.1 **Amount:** 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. ~~Effective July 1, 2005,~~ 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. [Formerly 10.2]

Cost: None. **Effect on student achievement:** None. **Rationale:** Deletes language no longer needed

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SALARY

ARTICLE XV – Salary

Propose increment and 1% COLA

15.1 (See Salary Schedule). Each teacher shall be afforded a step increment, as appropriate, **and a one percent (1%) cost of living allowance (COLA)**.. The Board of Education will provide \$2,000 additional salary per year to teachers who have achieved National Board Certification.

ADDITIONAL TAX-DEFERRED VENDORS

15.15 **The Board will offer an additional three (3) providers of 403(b) and 457 Tax-Deferred Investment Programs in addition to the current Lincoln Financial.**

Cost: Slight staff cost to set up program with vendors, online and in payroll. **Effect on student achievement:** None. **Rationale:** Small cost for something teachers see as important to their financial benefit.

HARFORD GLEN COMPENSATION

ARTICLE XVI - Compensation for Other Duties

Propose to pay teachers fairly for hours worked in implementing the Outdoor Education Program at Harford Glen

16.1 **Outdoor Education.** Unit members who participate **overnight** in the Outdoor Education Program at Harford Glen shall receive ~~\$180 per night~~ **twenty dollars (\$20.00) an hour for all hours worked beyond the regular duty day.**

[Cost: Currently \$180 per teacher night \$18,000 (5 teachers, 3 nights a week, 20 weeks). The cost of \$20/hr for 16.5 hours (the total time involved) is \$33,000, an additional \$15,000/year. Effect of Student Achievement: Not direct. Rationale: Teacher routinely volunteer to relieve teachers during the period from 3:50 until 8:30 pm to enable the teacher assigned to overnight duty to take care of personal/family issues in preparation for the overnight. These volunteers are not compensated.

PROBATION, TENURE AND EVALUATION

Propose language to clarify procedures for investigating and resolving complaints against teachers which respect the rights of the individuals involved.

ARTICLE XIX Probation, Tenure and Evaluation

NOTIFICATION

19.10 **Notification:** Any complaints of a serious nature, **including any complaint that may or shall be included in the teacher's personnel file, of the teacher shall be brought to the attention of the teacher so that he or she may respond to them. Teachers will receive written notification of formal allegations against a teacher's conduct, character, or performance.**

INFORMED OF MEETINGS

Meetings: Teachers against whom a complaint has been lodged will be informed of all scheduled meetings concerning the complaint, the results of which will be communicated to the teacher if the teacher was not in attendance.

REQUIRED INTERVIEW

Interview: No decision will be made on any complaint without interviewing the employee against whom the complaint is lodged.

Notice Re: School File: 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.

KNOWLEDGE, SIGNING BEFORE FILE

Teacher Knowledge & Signature: No unfavorable entry, including documents relating to disciplinary action, shall be placed in a teacher's file without the teacher's knowledge. The teacher shall sign any such document to be placed in his/her file to indicate that the teacher is aware of the entry

COPY OF MATERIAL

Copy of Complaint and Material: The teacher will be given a copy of any complaint and/or material related to an unfavorable entry which is to be placed in his/her personnel file.

NO ANONYMOUS COMPLAINTS

Anonymous Complaints: No uninvestigated anonymous complaints ~~that have not been investigated~~ will be used against a teacher in matters of discipline or evaluation.

RIGHT TO RESPOND

19.11 A teacher may attach a signed and dated **response or** addendum to these documents to which he or she has access, **and will be informed of his/her right to do so.**

Key to text formatting: Regular text – as in 2009-2010 Agreement. **Regular red text** – added for grammar or syntax, no language change. ~~Strikethrough text~~ – deleted. ~~*Italicized strikethrough text*~~ – moved to different location. **Red Italicized text** – moved from a different location. **Bolded red text** – proposed new language or clarification that might be interpreted as “new.” [Text in brackets] – explanation of change. **Gray shaded text** – explanations

PERSONAL RIGHTS

Propose language to employee rights in regard to discipline and benefits

ARTICLE XXII Personal Rights

Disciplinary Meeting

22.2 Disciplinary Meeting: An employee called to a meeting who has a reasonable suspicion that the meeting may lead to disciplinary action may request that an Association representative be present at the meeting. The administrator calling the meeting will inform the teacher if disciplinary action is being contemplated to allow the teacher time to arrange for Association representation.

Confidentiality

22.3 Confidentiality: The process of evaluating, questioning, or correcting a teacher is to be done by administrators in a confidential manner and not in the presence of parents, students, or staff.

Parent Complaints

22.3 Parent Complaints: As the individual responsible for the management of the school, the principal will address parent complains that cannot be resolved by a parent-teacher conference. The teacher may be asked to participate in a conference to assist in this resolution.

Notice of Deadlines

2.2.4 Notice of Benefit Deadlines: Notice to all teachers when deadlines for action to preserve any employment benefit shall be sent by e-mail at least a month prior to deadline. Teachers failing to fulfill requirements shall receive written notification prior to termination of any benefits and be given adequate time to comply.

HEALTH AND SAFETY

Propose language to strengthen efforts to provide a healthful environment..

ARTICLE XXIV - Health and Safety

- 24.1 The Harford County Public Schools has the responsibility to provide safe, **sanitary and healthful 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. **The principal will be responsible for assuring that the person taking the complaint of any such condition will report back to the teacher what action was instituted within a reasonable time.**

Cost: none, possible cost savings, perhaps significant. **Effect of Student Achievement:** Positive. **Rationale:** A safe, clean, well-maintained, properly lighted, and properly ventilated environment is conducive to working and learning. Environmental factors directly affect adult health and children's health, learning and behavior. High rates of absenteeism and lower achievement levels result as a consequence of unhealthy environments. Temperature and humidity extremes, mold, poorly ventilated rooms negatively impact student achievement. Healthier students have better attendance and higher test scores. Inadequate lighting results in decreased gains in student productivity and lower test scores. Healthier employees work longer, produce better results, and subsequently costs for substitutes and healthcare are reduced. To further maintain an environment conducive to learning, both students and teachers must know that their school is safe and secure. This includes safety and security from negative influences originating both outside and from within the school and can include threats, bullying and intimidation. Adults do not want to feel threatened, but we have recently seen the tragic consequences of bullying and intimidation when it is not addressed. This language will solidify the partnership between teachers and administrators in addressing these issues.

REDUCTION-IN-FORCE

Propose language to make designations in this article consistent with those in the Transfer article.

ARTICLE XXV - Reduction in Force

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

PHONES

Propose language to clarify restrictions on cell phone use.

27.7 **School Phones.** A telephone shall be provided for professional use in each school. **Teachers may use personal cell phones in areas that are not frequented by students and in classrooms when students are not present.**

Cost: none. **Effect on Student Achievement:** none. **Rationale:** Cell phone use is ubiquitous and limitations currently vary from school to school. Add for consistency

Propose to delete language on Job Share Agreement if no longer in effect.