

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

April 14, 2010

## HOUSEKEEPING

Make the following changes in the form – not the content – of the contract.

- 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.

AND :

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

## DEFINITIONS

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.

1.3.11 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 “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]

## BOARD’S RIGHTS

Propose to delete Article III – Board’s Rights

## ASSOCIATION RIGHTS

Propose to rename current Article IV “Association Rights”

ARTICLE IV II - Association-Board Relations Rights.

## SCHOOL VISITS

Propose to clarify language on School Visits

- 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]

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## BULLETIN BOARDS

Propose to add language defining bulletin board space for Association use

- 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.

## NEW TEACHER ORIENTATION

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

- 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. This provision will take effect on July 1, 2011.

## PRINCIPALS' MEETING

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

- 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.

## POLICY MANUAL

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

**2.2.9 Policy Manual:** 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.

## BOARD MEETING MATERIAL

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

**2.2.9 (or 10?) Board Meeting Material:** 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.

## PAYROLL DEDUCTION NOTIFICATION

Propose: teachers notify Association of their intent not to continue on payroll deduction

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

**2.3.5 Notification of Dues Deduction Cancellation:** 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.

## 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.

**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.

## EXCLUSIVITY

Propose to change language on exclusivity rights

- 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

- 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.

## FAIR SHARE REPRESENTATION FEE

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

Proposed New Language

- 2.3.7 **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.

## GRIEVANCE PROCEDURE

Propose to add "Association" as grievant.

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

Propose to define "school days"

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

Propose to define "adjust"

- 3.1.5 **Adjust:** resolve or settle

## 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.

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.

Propose to add provision of Written Responses

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

## GRIEVANCE TIMELINES

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.

## 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)]

## TRANSFERS

Propose to remove reference to "solution to a problem"

4.1.1 **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.

## ORIGINAL SCHOOL

Propose to define "original school"

4.1.2 "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"

4.1.3 "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.

## 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]

## 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]

## 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)]

## 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)]

# 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]

## 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.

## 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)]

### **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)]

### **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)]

### **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]

### **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]

### **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] ]

## **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]

## **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 Extra IEP Support:** 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 [redacted] of students.

## **EARLY DISMISSAL PROPOSAL - 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.

## EXTRA DUTIES

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).

## ARTICLE X - TEMPORARY LEAVES OF ABSENCE

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]

## 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 **Tax-Deferred Vendors:** 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.

### ARTICLE XVI - Compensation for Other Duties **HARFORD GLEN**

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.

## ARTICLE XIX PROBATION, TENURE AND EVALUATION

Clarify procedures for investigating and resolving complaints against teachers

### 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 **Right to Respond:** 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.

## ARTICLE XXII PERSONAL RIGHTS

Propose language to employee rights in regard to discipline and benefits

### 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.

## ARTICLE XXIV HEALTH AND SAFETY

Propose language to strengthen efforts to provide a healthful environment.

**24.1 Safe, Healthful Environment:** 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.

## 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.