

# BOARD RESPONSE

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

June 16, 2010

### HOUSEKEEPING

Make the following changes in the from - 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.**

**“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 II – Board’s Rights

### ASSOCIATION RIGHTS

Propose to rename current Article IV “Association Rights”

## SCHOOL VISITS

### 2.2.1

**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.

**Best and Final:** *The Association withdraws its proposal and maintains current language.*  
**6/16/10**

## BULLETIN BOARDS

**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.

**Best and Final:** *The Association withdraws its proposal and maintains current contract language. (6/16/10)*

## NEW TEACHER ORIENTATION

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

## PRINCIPALS' MEETING

### 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.

**Best and Final: The Association withdraws its proposal. 6/16/10.**

## 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.

**Best and Final: The Association withdraws its proposal. 6/16/10**

## 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.

**Best and Final: The Association withdraws its proposal. 6/16/10**

## 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 mmmmm;;; 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

- 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.**

**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.**
- 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.

## **BOARD POSITION**

**Cost Impact:** None

**Student Achievement Impact:** None

**Board Position and Rationale:** Would not agree to placing language into contract. Significant concerns over legal requirement that authorizing signature for deduction be provided.

## **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]

**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

## **BOARD POSITION**

**Cost Impact: None**

**Student Achievement Impact: None**

**Board Position and Rationale: Would not agree to bargain agency fee without any enabling legislation.**

## **GRIEVANCE PROCEDURE**

Propose to Reorganize and Clarify the Article on Grievance Procedure

### **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]

## 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
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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.**

**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- 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 Wavier 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 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)]

## **BOARD POSITION**

**Cost Impact: Potential increase of arbitrations based on “ Association” grievance**

**Student Achievement Impact: None**

**Board Position and Rationale: Would not agree to any changes or additions to grievance procedures. Current process has worked effectively for decades. The Board is concerned with the Association filing “ anonymous” grievances of alleged violations that are difficult to investigate and process.**

## **TRANSFERS**

*Article and Sections numbered based on proposal above.*

**Best and Final: The Association withdraws all transfer proposals except 4.3.3 and maintains current language.6/16/10**

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.*

**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.

## 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 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.

## BOARD POSITION

**Cost Impact: None**

**Student Achievement Impact: Impact the ability of HCPS to recruit the best candidates and effectively plan for the upcoming student year.**

**Board Position and Rationale:** HCEA proposed changes limit Board’ s ability to recruit and hire highly qualified teachers. HCEA negotiated current June 1 date in return for unlimited numbers of schools teacher may request a transfer. Schools and principals need to know which teachers are returning prior to July 15 to adopt a master schedule, form teams, and assign duties and responsibilities.

## 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” in 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.

## 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]

**Best and Final:** *The Association withdraws this proposal and maintains current contract language with the deletion of helping teachers as proposed by the Board. 6/16/10*

## “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]

### 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.

***Best and Final: The Association withdraws this proposal and maintains current contract language with the deletion of “helping teachers” as proposed by the Board. 6/16/10***

- 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.

***Best and Final: The Association maintains its proposal for 5.2 – 5.3.4.***

## 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.

**Best and Final: The Association withdraws this proposal and maintains current contract language. 6/16/10**

## 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:** General faculty meetings, school improvement meetings and other meetings directly related to the teacher's assignment shall not be scheduled more than two times per month. (As previously countered to BOE proposal.)

[Cost: none. Effect on Student Achievement: Positive. Rationale: While meetings o

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.

**Cost Impact: None**

**Student Achievement Impact: Significant impact on school' s ability to share critical information regarding instructional practices and provide teachers time to study student data.**

**Board Position and Rationale: Would reject any proposal that reduces time for teachers to collaborate on instruction. Increased federal and state accountability require more time for professionals to work together to improve instruction and promote student learning.**

## **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).**

**Best and Final: The Association withdraws this proposal and maintains current contract language. 6/16/10**

## 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 6.3.11].

**Best and Final:** The Association withdraws its proposal and maintains current contract language. 6/16/10

## 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].

**Best and Final:** The Association withdraws its proposal and maintains current contract language. 6/16/10

## 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..

**Best and Final:** The Association withdraws its proposal. 6/16/10

## 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]

## **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.**

## **BOARD POSITION – PLANNING TIME PROPOSALS**

**Cost Impact:** Min. 10 teaching positions to cover additional planning time. At least \$600,000

**Student Achievement Impact:** HCEA proposed changes would decrease direct instruction in core academic subjects and limit collaboration of professional staff.

**Board Position and Rationale:** Would not agree to placing language into contract that would limit the ability of the school administrator to manage the building, limit collaboration between profession, and increases staff that while at the same time reduces direct instruction of students in core academic subjects.

## **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.

Best and Final: The Association withdraws its proposal in 6.4.6. 6/16/10

## 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.

### **BOARD POSITION**

**Cost Impact:**

**Student Achievement Impact: HCEA proposal would reduce direct instruction to elementary students by at least 108 hours or 18 days .**

**Board Position and Rationale: Would not agree to placing language into contract that would reduce direct instruction of students.**

## 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:

## 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).

### BOARD POSITION

**Cost Impact: Unknown at this time and would require increased staffing**

**Student Achievement Impact: Significant All extra duty proposals limit school system ability to provide a safe and secure environment for students**

**Board Position and Rationale: Would not agree to placing language into contract. Language impedes the safe, and orderly operation of the school.**

## 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.

## BOARD

**Cost Impact: Administrative Cost**

**Student Achievement Impact: Unknown**

**Board Position and Rationale: Would not agree to placing language into contract. Operationally impractical without a time management system. Current practice allows building administrators the option of managing the situation without charging teachers any leave time. COMAR addresses teacher leave time in days increments not hours. Substitutes are employed in half-day increments.**

## 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

# 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.

### BOARD POSITION

**Cost Impact: \$5.3 million (equal to 90 teaching positions)**

**Student Achievement Impact: Significant impact on class size**

**Board Position and Rationale: See Board' s proposal**

## ADDITIONAL TAX-DEFERED 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 when the contract with Lincoln expires.**

**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.

*Cost Impact: Increase administrative cost to employees*

*Student Achievement Impact: None*

*Board Position and Rationale: Would not agree to placing language into contract. Loss of exclusivity would impact employee cost significantly.*

## 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 per 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.

Best and Final: The Association withdraws its proposal and maintains current contract language. 6/16/10

## 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.**

## PERSONAL RIGHTS

Propose language to employee rights in regard to discipline and benefits
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### 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

**22.4 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.

## BOARD POSITION

**Cost Impact: Significant administrative time = \$\$\$**

**Student Achievement Impact: Plethora of procedural requirements takes focus away from students and instruction**

**Board Position and Rationale: Would not agree to placing language into contract. Employees already have due process rights and full access to personnel file.**

## Notice of Deadlines

**22.5 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.**

## BOARD POSITION

**Cost Impact: Administrative time**

**Student Achievement Impact: None**

**Board Position and Rationale: Would not agree to placing language into contract. Deadlines are found in all benefit materials and online. Proposed language shifts employee' s personal responsibility to the Board.**

## 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.

## **BOARD POSITION**

**Cost Impact: None**

**Student Achievement Impact: Significant impact on class size**

**Board Position and Rationale: Would not agree to placing language into contract. Current language provides teachers with reporting process and have administrator take necessary action. Proposed language vague and places responsibilities on principal for which he/ she have no control.**

## **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

**Best and Final: The Association withdraws its proposal and maintains current language. 6/16/10**

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

