

NEGOTIATED AGREEMENT

between

**THE BOARD OF EDUCATION
OF HARFORD COUNTY**

and

**THE ASSOCIATION OF PUBLIC
SCHOOL ADMINISTRATORS AND
SUPERVISORS
OF
HARFORD COUNTY**

1989-90 through 1993-94

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NOTE: All items in this Negotiated Agreement requiring fiscal support will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the 1990-91, 1991-92, 1992-93, and 1993-94 operating budgets for the school system.

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ARTICLE I General Provisions

1.1 **Recognition.** In view of the certification by the Board of Education of Harford County, Maryland, hereinafter referred to as the "Board," the Association of Public School Administrators and Supervisors of Harford County, hereinafter referred to as the "Association," is recognized as the exclusive representative of the administrators and supervisors unit of the school system in accordance with Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland.

1.2 Definition of Terms.

(a) The term "Member," as it appears in this agreement, shall include all members of the unit represented by the Association.

(b) The term "Superintendent," as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Harford County, Maryland.

1.3 The items of this agreement not requiring fiscal support, when duly ratified by the Association and the Board will be valid and binding on July 1, 1989. The items which require fiscal support shall be valid and binding to the extent that sufficient funds are guaranteed and/or made available by the Harford County fiscal authorities to fully implement said items.

1.4 If categories which contain requests for funds to support items in this agreement are reduced by the County Council, further negotiations on these items shall begin after the action by the County Council and conclude June 15.

1.5 If any provision of this agreement or any application of the agreement to any party to this agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

1.6 Negotiations for a succeeding agreement shall begin on the second duty day in November and conclude on the second duty day following December 15.

1.7 **Impasse Procedure.** If, at the designated time for the conclusion of formal negotiations, agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland, shall

apply. The impasse procedure shall be postponed upon mutual consent of both parties.

In the event that the State Superintendent of Schools determines that an impasse is reached, the Association and the Board may, by mutual consent, request the assistance and advice of the State Board of Education. In the absence of such mutual consent, at the request of either party, a panel shall be named to aid in the resolution of differences. The panel shall be named as provided in Education Article, Title 6, Subtitle 4, Section 6-408(d), of the Annotated Code of Maryland. In the event that the two initial panel members cannot agree upon a third party, the third member of the panel shall be determined by:

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

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

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

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

1.8 This agreement shall take effect on July 1, 1989, and shall remain in full force and effect through June 30, 1994, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

ARTICLE II

Board's Rights

Subject to the terms and conditions of this agreement and to the authority of the State Board of Education under Education Article, of the Annotated Code of Maryland, it shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the county public education system; set the standards of service to be offered; maintain the efficiency of operations; determine the methods, means and personnel by which such operations are to be conducted; and to take whatever action and issue rules, policies, and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

ARTICLE III
Association-Board Relations

3.1 Each member shall be given a copy of the tentative agreement and after ratification, a copy of the negotiated agreement.

3.2 The Association may use school facilities for meetings at reasonable times when such facilities are not otherwise in use. The Association will contact the appropriate administrator to schedule the use of school facilities.

3.3 The Association may use the interschool courier and central office mailboxes for legitimate association business upon approval of the Superintendent.

3.4 Payroll Deduction Authorization. Association dues may be paid via the payroll deduction method. Each Association member desiring this service shall submit an authorization card, bearing his or her original signature, to the Director of Finance by September 1 of each year. The card shall be as follows:

| | |
|------|---------------------|
| Name | Social Security No. |
|------|---------------------|

| | |
|---------|----------|
| Address | Position |
|---------|----------|

Payroll Deduction Authorization

I hereby authorize the Board of Education of Harford County to deduct professional dues for the Association of Public School Administrators and Supervisors of Harford County.

| | |
|------|-----------|
| Date | Signature |
|------|-----------|

These deductions shall continue unless the Director of Finance is notified in writing by a member that he or she wishes the deductions to terminate.

Payroll deduction shall begin with the first pay in October and the total will be deducted over five (5) pay periods. Upon resignation, dues deduction terminates.

ARTICLE IV

Grievance Procedure

4.1 Grievance. A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Association.

4.2 Settlement of Employee Grievances. The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application, or alleged breach of any of the provisions of this agreement. To this end, the parties agree that the provisions of this article shall provide the means of settlement of all such grievances provided, however, that nothing herein will be construed as limiting the right of any employee to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this agreement.

4.3 Procedural Steps. Any grievance that a member has not adjusted informally shall be presented in the following steps:

Step 1 - Between the grievant, a representative of his or her choice, and the appropriate director and/or designated representative(s).

Step 2 - Between the grievant, and his or her Association representative, and the Deputy Superintendent and/or designated representative(s).

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

4.4 Grievance Presentation. All grievances shall be presented in writing at Step I within ten (10) school days from the date of their occurrences, signed by the grievant. The Administrator's answer at each Step shall be given in writing within ten (10) school days after the Step meeting which shall be held within ten (10) school days following receipt of the appeal. Unless a grievance is appealed to the next Step within five (5) school days after the Administrator's answer, it shall be deemed settled in accordance with the Administrator's answer, which shall be considered acceptable to the grievant and the Association.

4.5 Arbitration.

(1) Appeal Procedure. Any grievance concerning the interpretation, application, or alleged breach of any provision of this agreement that has been properly processed through the grievance procedure as set forth above and has not been settled, may be appealed to arbitration by the Association serving written notice on the Board within fifteen (15) calendar

days after the Superintendent's answer at Step 3 of the said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

(2) Selection of Arbitrator. If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Association's notice of appeal to arbitration, they shall jointly request the American Arbitration Association to furnish a list of not less than five (5) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) calendar days after receipt of the said list, the Association and the Board shall jointly petition the American Arbitration Association to furnish a second list of not less than five (5) additional arbitrators, one of whom shall be designated by them within seven (7) calendar days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Association and the Board representatives alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

(3) Jurisdiction of Arbitrator. The jurisdiction and authority of the arbitrator of the grievance and his or her opinion and recommendation shall be confined to the express provision or provisions of this agreement at issue between the Association and the Board. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement, or to make any recommendation which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the board and the Association. The recommendation in writing of the arbitrator within his or her jurisdiction and authority as specified in this agreement shall be final and binding on the aggrieved employee or employees, the Association, and the Board.

(4) Arbitration Expenses. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that the party who receives the unfavorable ruling of the arbitrator shall pay the full fee and all other expenses of the arbitrator in connection with the grievance submitted to arbitration.

4.6 If the Association claims a class grievance, defined as a general violation, misapplication, or misinterpretation of the agreement that directly affects three (3) or more unit members, the grievance may then be submitted directly to the Superintendent within ten (10) days from the date of its occurrence. The processing of such grievances shall begin at Step 3.

4.7 By mutual agreement of the grievant and the superior, the time limits stated herein may be compromised to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.

4.8 No reprisals of any kind will be taken by the Board, the school administration, or Association against any member or official because of his or her participation in this grievance procedure.

4.9 Should the investigation or processing of a grievance require that a member or an Association representative be released from his or her regular assignment, he or she shall be released without loss of pay or benefits.

ARTICLE V

Assignments and Transfers

5.1 Each member shall be given written notification of his or her salary status, position, and tentative assignment for the forthcoming school year by July 1, annually.

5.2 **Administrative Transfer.** After a member is assigned to a position for a school year in accordance with Section 5.1 and a transfer to a position with a lower responsibility factor or a reduction in responsibility factor in the present position is necessary due to circumstances such as a reduction in enrollment which results in a reduction of teaching staff, closing of a school, redistricting, or the opening of a new school, the member's salary will not be reduced during that year. Consideration will be given to placing the member in a comparable vacant position.

5.3 **Reduction in Force.** When a member is transferred or reassigned to another position due to a reduction in force, the member will begin receiving the salary of the new assignment on the effective date of the transfer or reassignment.

When a member serves in a 12-month position through the end of a school year (June 30) and then, due to a reduction in force, is transferred or

reassigned to a 10-month position for the following school year, the effective date of the transfer or reassignment shall be the first duty day of the 10-month assignment. Unused annual leave will not be carried over to the 10-month assignment. Reimbursement for unused annual leave will be provided only in circumstances where the person was not provided the opportunity to use his or her annual leave.

A reduction in force will be conducted in accordance with the Reduction in Force Procedures for Administrative and Supervisory Personnel which are published in the Administrative Handbook.

5.4 Involuntary Transfer. An involuntary transfer is a transfer for reason(s) other than those specified in Sections 5.2 and 5.3; e.g., for cause. When a member is involuntarily transferred to a position with a lower salary, the member will begin receiving the salary of the new assignment on the effective date of the transfer. The member will be given the reason(s) for the transfer, and upon request, in writing.

ARTICLE VI

Promotion

6.1 Announcement of Vacancies. Vacancies to be filled will be advertised.

6.2 All applicants will receive consideration but in the case of equal qualifications, the first preference will be given to professional workers in Harford County.

6.3 Application. Candidates are to complete and submit a formal application form with a transcript of all college studies to the Personnel Office.

6.4 Preliminary Screening. Applications and supporting data; i.e., transcripts, professional experience and references, will be reviewed, and the most promising candidates will be scheduled for interview. Candidates who are eliminated in the preliminary screening will be so notified.

6.5 Interview and Selection Committee. The Superintendent will appoint an Interview and Selection Committee to interview the remaining candidates and to make recommendations to him.

6.6 Referral to Superintendent. The Superintendent may accept the recommendations of the Interview and Selection Committee or reject all candidates as deemed best for the school system. The Superintendent's recommendation(s) for promotion will be submitted to the Board of Education.

ARTICLE VII
Annual Leave and Holiday

7.1 Customary Holidays.

Independence Day
Labor Day
Primary Election Day
General Election Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Good Friday
Memorial Day

When any of the aforementioned holidays, excluding Christmas Eve, Memorial Day, and Independence Day, occur on a Saturday, the day off shall be granted on Friday before the holiday. When any of the aforementioned holidays, excluding Christmas Eve, Memorial Day, and Independence Day, occur on a Sunday, the holiday shall be observed on the following Monday.

The Christmas Eve holiday shall be granted only when Christmas Eve occurs on Monday through Thursday. In years when the Christmas Eve holiday is not granted, members will be granted another day for the Christmas Eve holiday that with prior approval may be used at another time during the Christmas holiday.

None of the above-listed holidays will be granted if the holiday falls on a day schools are in session, including summer sessions.

Members of the Superintendent's staff and twelve-month principals and assistant principals receive twenty days of annual leave. They receive two days of holiday at Christmas and Easter in addition to the customary holidays of the season. When administrators or supervisors cannot use authorized holiday(s) because of duty requirements, they will be permitted with prior approval, to use such day(s) at another time during the year.

In general, administrators and supervisors are expected to plan to take their annual leave during the time when schools are not in session. Administrative and supervisory personnel shall have the option of using a part of their annual leave while school is in session, providing the request is made well in advance and is approved by the Superintendent.

When administrators or supervisors need to attend summer school to renew their professional certificates, time will be granted according to the following schedule.

| Summer School Attendance | Vacation Time Allotted |
|---------------------------------|-------------------------------|
| Three Weeks | Two Weeks |
| Six Weeks | One Week |
| Eight Weeks | No Vacation |

In cases where the person is attending summer school in a local college in the mornings and will be present, working at his or her post, for all of every afternoon, he or she may make individual arrangements with the Director of Personnel concerning the resultant annual leave time. In all such cases, the bi-weekly attendance sheet is to be noted concerning the hours worked each day of the summer school period.

When administrators and supervisors wish to attend summer school for reasons other than certificate renewal, they may accumulate annual leave time in advance. Annual leave time can be accumulated for this purpose and for the below listed purposes only at the rate of ten (10) days a year, up to a total of twenty (20) days.

Administrators and supervisors employed on a twelve-month basis who request approval to teach at colleges or universities; or travel to the West Coast or outside the United States, when a part of the time involved conflicts with the scheduled work periods, will be granted consideration on an individual basis. The above summer school policy will be the basis for considering any such request.

For usual annual leave needs, a maximum of twenty (20) annual leave days may be accumulated. When administrators and supervisors, due to duty requirements, cannot use the two (2) days of holiday granted for Christmas or the two (2) days of holiday granted for Easter, any of these days not used may be accumulated as annual leave. However, the total number of days which may be accumulated as annual leave, whether an-

nual leave and/or the above specified holidays, shall not exceed twenty (20) days.

Annual leave time is calculated on the basis of the fiscal year. Those problems not covered by the above annual leave policies will be given consideration on an individual basis by the Superintendent.

Annual leave must be planned to give the best practical continuous coverage of the schools and the departments of the Central Office. Principals, assistant principals, and workers in pupil services will send their requests to their directors. Instructional supervisors will send their requests to the Deputy Superintendent of Schools. Administrative personnel connected with the Central Office will send their requests to the Director of Supporting Services.

Annual leave requests are made on the "Leave Authorization Request Form." A response indicating approval or disapproval is returned to each person.

A summary schedule of approved annual leave requests will be published.

Administrators and supervisors shall be given a written notice of available annual leave days as of July 1, no later than August 15 of each year.

7.2 Death Benefit. Payment for current and accumulated days of annual leave will be made to the beneficiary of any administrator or supervisor whose death occurs during active service or while on approved leave of absence.

7.3 Annual Leave. Retirement: All administrative and supervisory personnel who enter retirement from the public school system of Harford County shall receive payment for current and accumulated days of annual leave at their current daily salary rate.

7.4 When ten-month assistant principals are required to work on a day when schools are closed due to inclement weather, they will be granted a day off with pay for one of the days they are assigned to work during the summer.

ARTICLE VIII
Staffing - Assistant Principals

Staffing will be established by the Board of Education and this information will be shared with the Association.

ARTICLE IX
Disability

9.1 The Board of Education will continue salary for an administrator or supervisor who is disabled at fifty (50) per cent of his or her scheduled salary less any amount of disability payments he or she may be receiving from Workers' Compensation, Social Security or the Retirement System. The continuation of such salary will begin after the expiration of all leave benefits and will continue for two (2) years.

9.2 **Unused Sick Leave: Death Benefit.** A death benefit based upon the number of unused days of sick leave will be paid to the beneficiary of any member if death occurs during active service or while on approved leave of absence. Such payment would be at the current daily rate of the salary of the person.

ARTICLE X
Salary

For Administrative and Supervisory Personnel
(Allowances Above Teachers' Salary Scale*)

Effective July 1, 1989

ELEMENTARY SCHOOL PRINCIPALS

| Teachers | R Factor |
|----------|----------|
| 0- 9.9 | .065 |
| 10-19.9 | .075 |
| 20-29.9 | .085 |
| 30-39.9 | .095 |
| 40-49.9 | .105 |
| 50-59.9 | .115 |
| 60-69.9 | .125 |
| 70-79.9 | .135 |

MIDDLE SCHOOL PRINCIPALS

| Teachers | R Factor |
|----------|----------|
| 20-29.9 | .105 |
| 30-39.9 | .115 |
| 40-49.9 | .125 |
| 50-59.9 | .135 |
| 60-69.9 | .145 |
| 70-79.9 | .155 |

HIGH SCHOOL PRINCIPALS

| Teachers | R Factor |
|----------|----------|
| 40-49.9 | .15 |
| 50-59.9 | .16 |
| 60-69.9 | .17 |
| 70-79.9 | .18 |
| 80-89.9 | .19 |

ASSISTANT PRINCIPALS

| | R Factor |
|-----------------------------|----------|
| Elementary - Teaching | .0525 |
| Middle - Teaching | .0575 |
| Elementary - Nonteaching | .0625 |
| Middle School - Nonteaching | .0725 |
| High School - Nonteaching | .0825 |

OTHER ADMINISTRATIVE AND SUPERVISORY ASSIGNMENTS

| | R Factor |
|--------------------------|----------|
| Supervisor | .125 |
| Administrative Assistant | .0825 |
| Pupil Personnel Worker | .0525 |

*Teachers' Salary--10-month position = 100.0% of teaching salary; 12-month position = 120.0% of teaching salary.

The index number is applied to Step 15 of the M+30 salary scale for teachers.

The Superintendent of Schools, if he deems it appropriate, may increase an individual's salary.

Persons who hold Provisional certificates will receive \$500 less than the above.

Teachers receiving appointments to administrative or supervisory assignments shall have three years without salary penalty in order to qualify for the certificate which is required to cover the new assignment.

Ten-Month Elementary School Assistant Principals

Ten-month teaching elementary school assistant principals shall work ten days beyond the number of days required of teachers. The days must be worked within the current fiscal year and shall be agreed upon by the principal and the assistant principal.

Ten-month non-teaching elementary school assistant principals shall work 20 days beyond the number of days required of teachers. The days must be worked within the current fiscal year and shall be agreed upon by the principal and the assistant principal.

The rate of compensation for the additional days worked by ten-month elementary school assistant principals will be the daily teacher's salary of the employee.

When elementary school assistant principals are required to work when schools are closed for inclement weather, they shall be granted compensatory time from the additional days required for summer work.

ARTICLE XI

Attendance at Professional Conference

When administrative and supervisory personnel receive approval to attend professional conferences, the Board will reimburse them for the expenses of registration, travel and meals. When conferences are held beyond a reasonable commuting distance, reimbursement for expenses for lodging will also be provided.

ARTICLE XII

Travel Reimbursement

Travel reimbursement for administrators and supervisors who are assigned to more than one school will be provided as follows:

The administrator or supervisor will be assigned a primary office. All travel between home and the primary office will not be reimbursed.

Required travel in the scope of the assignments which has been approved will be reimbursed.

In determining the amount of reimbursable travel for any given day, the round-trip distance from home to the primary office will be deducted.

All requests for travel reimbursement by unit members will be considered on an individual basis. The Superintendent's determination regarding these requests will be final.

Vouchers for approved travel will be submitted on a monthly basis. The travel reimbursement rate is 25 cents per mile or the rate established by the Internal Revenue Service, whichever is higher.

ARTICLE XIII

Temporary Absences and Leaves

13.1 Deduction for Absences. Deduction for absences for twelve-month members shall be made on the basis of 1/260th for each day of absence.

13.2 Emergency Leaves. Members shall receive a total of three (3) days of absence annually with pay for the following reasons:

1) Serious illness of a member of the member's household or the member's parent;

2) Funeral of a person other than a member of the immediate family; or

3) Urgent business leave not connected with any holiday will be granted upon the approval of the appropriate director or deputy superintendent.

13.3 Urgent Business. Urgent business is defined as a circumstance or obligation which is beyond that required in the usual course of living and which has to be done. Social and avocational obligations, holiday and vacation circumstances are not urgent business. The time off from work for urgent business is justified when factors beyond the member's usual control require that the time of the action be during school hours.

13.4 Members will not be paid for absence immediately prior to, or following, a school holiday unless such urgent business constitutes an extreme emergency.

13.5 The three (3) days allowed for emergency leave shall be in addition to sick leave days and shall be permitted to be accumulated as sick leave.

13.6 Religious Holidays. A member shall have three (3) days of leave for observance of recognized special holidays which he or she believes to

be mandated by his or her religion provided that the leave he or she seeks would be given a positive recommendation by the proper religious authorities. The director or deputy superintendent may contact the proper religious authority for their recommendations. The three (3) days allowed for religious holidays shall be in addition to sick days and other emergency days and shall not be cumulative.

13.7 Family Bereavement. All members shall be granted six (6) calendar days of leave for family bereavement. The member will be paid for any of the six (6) calendar days of leave which are duty days. Immediate family shall include spouse, child, parent, brother, sister, father-in-law, mother-in-law, a person who reared the member or anyone who lives regularly in the household of the member.

13.8 Jury Duty. A member who serves on jury duty will continue to receive his or her regular salary.

13.9 Legal Summons. A member may be absent in response to a legal summons without loss of salary provided that he or she is summoned as a witness or, if charged, he or she is found not guilty of an offense involving gross misconduct. This provision does not preclude appropriate Board action in the event that there is an alleged violation of an announced policy of the Board.

ARTICLE XIV

Sick Leave

14.1 Payment for Unused Days of Sick Leave. Members who enter retirement from the public schools of Harford County after ten (10) years of service in those schools shall receive payment for unused days of sick leave up to a maximum of 150 days at the rate of 20% of the daily rate of pay for employees who retire at the end of the 1988-89 school year (effective July 1, 1989); at the rate of 22% of the daily rate of pay for employees who retire at the end of the 1989-90 school year (effective July 1, 1990)*; and at the rate of 25% of the daily rate of pay for employees who retire at the end of the 1990-91 school year (effective July 1, 1991)*. All such days must have been accumulated while in service in Harford County. Sick leave shall be accumulated annually at the rate of the difference between sick leave provided and sick leave used.

*This proposal requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the 1990-91 and 1991-92 operating budgets for the school system.

14.2 Sick leave shall be defined as personal illness of the member.

14.3 Members shall be granted sick leave at the rate of one (1) day per month during the first two (2) years of service in Harford County. Beginning with the third year of service in Harford County, sick leave shall be granted at the rate of one and one-quarter (1 1/4) days per month of regular employment.

14.4 Accumulation of unused sick days shall be unlimited.

14.5 Members shall be given a written notice of available sick leave days as of September 1, no later than October 30 of each year.

14.6 The sick leave days provided above shall be available as of the first official day of the school year whether or not the member reports for duty on that day, provided, however, a new member shall report to work at the termination of said illness in order to take advantage of this provision.

14.7 The Board shall, upon the recommendation of the Superintendent, reserve the right to give special salary consideration beyond accumulated sick leave to members who face serious financial hardship. In each instance the decision of the Board shall be based on the circumstances of the particular case.

ARTICLE XV

Extended Leave of Absence

15.1 The Board of Education may grant leaves of absence for 1) personal illness; 2) maternity (including adoption); 3) study; 4) military service; and 5) illness of a member of the immediate family. Leaves for the first four of these reasons protect the member's right to apply for a disability retirement, to continue to qualify for the death benefit in the retirement system, to be reemployed by the local school system in an appropriate position as soon as a vacancy occurs after the request for reinstatement, and to unused accumulated sick leave provided he or she applies for reappointment prior to the termination of his or her leave.

Leaves of absence are without pay and are generally granted for no more than one (1) year.

15.2 In Harford County, the requirement to be eligible for a leave of absence is that the member must have completed two (2) full years of service with the Board.

15.3 Since the Maryland Retirement Systems do not recognize a leave for illness in the immediate family, such a leave provides for reemployment by the local school system and to unused accumulated sick leave provided he or she applies for reappointment prior to the termination of his or her leave.

15.4 An eligible member finding it necessary to request a leave of absence should make written application to the Superintendent stating the reason, date he or she wishes it to become effective, and the number of months desired.

15.5 **Leave of Absence for Maternity.** Sick leave is granted for disability due to maternity. A member using sick leave for disability due to maternity must return to work as soon as she is physically able or an eligible member may request a leave of absence to protect employment and retirement benefits.

The need for and the time involved for absence due to disability for maternity shall be based upon the particular medical circumstances of the employee and the requirements of her employment. A member may be required to submit a doctor's certificate establishing the medical need for absence and the time involved in the absence. The member may also be required to submit a doctor's certificate stating that the member is able to perform her regular duties.

A member has the option of requesting a leave of absence for maternity prior to or at the conclusion of her disability. However, if a member elects to request a leave of absence prior to her disability, she will not be granted sick leave during the leave of absence. Her unused sick leave will be held in abeyance until such time as she returns to active service.

A member who is absent for disability due to maternity or on a leave of absence for maternity will be reemployed in an appropriate position as soon as a vacancy occurs after the request for reinstatement.

ARTICLE XVI

Sabbatical Leaves

16.1 A member holding a professional certificate with seven (7) or more consecutive years of satisfactory, active service in Harford County Public Schools may be granted a sabbatical leave of absence for the purpose of furthering professional growth by means of graduate study or other means approved by the Superintendent. Previous leaves of absence will be

considered as not causing the member to lose years of service credit prior to that leave. Leave time itself, in all cases, will not be regarded as active service insofar as determining the seven (7) year sabbatical leave eligibility requirement.

16.2 Sabbatical leave may be granted for study or research (and travel if in conjunction with the study or research) that will be of service to the individual and to the schools and pupils of Harford County.

16.3 Sabbatical leave may be granted for not less than one (1) full semester or more than one (1) full year.

16.4 Sabbatical leave may be granted to up to two (2) members, if requested.

16.5 Any member to whom a sabbatical leave is granted shall be required, as a condition of accepting the leave, to return to the service of the Harford County Public Schools for at least two (2) years immediately following the expiration of the leave. Should the member not return to the services of Harford County, he or she will be required to refund the salary granted for sabbatical leave.

16.6 Applications for sabbatical leave must be filed with the Superintendent by April 1, prior to the school year for which it is requested with a proposed plan of study or research to which the time spent on leave will be devoted. After approval, any change of plan must be requested in writing and approved in advance.

16.7 The applicant for sabbatical leave for study shall complete at least twenty-four (24) semester units of upper division or graduate work during the sabbatical year. It will generally be expected that not less than twelve (12) semester units shall be completed during each semester. If travel or extensive research is involved, a lesser total number of semester hours may be considered if approved by the college advisor. Transcripts or other evidence of completion shall be submitted to the Superintendent's Office within thirty (30) days of the member's return to duty.

16.8 A sabbatical leave for travel will only be considered when the travel is in conjunction with an organized program of study or research. Application for leave shall include, in general terms, an itinerary of the proposed objectives of the study or research of which the travel is a part. Upon completion of the leave and within thirty (30) days of the member's

return to duty, a detailed itinerary and written report of not less than 1,500 words shall be submitted to the Superintendent's Office setting forth the member's reactions to the travel and a statement of the benefit to the schools and the pupils of Harford County. A description of travel will not satisfy this requirement.

16.9 Compensation While on Sabbatical Leave. Compensation while on sabbatical leave shall be one-half (1/2) salary in accordance with the provision of the Harford County salary schedule in effect during the period of the leave.

16.10 In the event a member on sabbatical leave receives extra monies through any type of grant, the combined amount of those monies and the sabbatical leave allowance shall not exceed the amount of money this member would have received as a staff member for the school year in which the sabbatical leave has been granted. In cases where the combined monies exceed the regular salary, as outlined above, the sabbatical leave salary will be reduced accordingly.

16.11 Members receiving the support of a sabbatical leave will not be eligible to receive the usual payment for partial reimbursement for graduate studies.

16.12 Salary for sabbatical leave will be paid the member while on leave of absence in the same manner as if the member were on duty in Harford County, upon the furnishing by the member of a surety bond indemnifying the Board against loss in the event that the member fails to render at least two (2) years' service after return from his or her leave of absence. Such bond shall be exonerated in the event that failure of such member to return and render two (2) years' service is caused by death or physical or mental disability of the member.

16.13 Effect of Sabbatical Leave on Salary Increments, Retirement and Sick Leave Accumulation. The member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as a full year of service for retirement purposes. Such leaves shall be counted as a year of service and experience on the salary schedule. there will be no sick leave accumulation for time spent on sabbatical leave.

16.14 Provision for Health Insurance. When a member is placed on a Board approved sabbatical leave of absence, he or she may continue to

participate in the group program of health insurance and life insurance on the same basis as that of a full-time member.

16.15 Return to Service. At the expiration of the sabbatical leave of absence, the member shall be assigned to a position of equal status but no guarantee can be given that it will be the same position he or she occupied at the time the leave was granted.

16.16 Accident and Illness on Sabbatical Leave. Interruption of a program of study or travel while on sabbatical leave, caused by serious illness or accident, evidence of which is satisfactory to the Superintendent and the Board shall not be held against a member with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the member while on the leave, provided, however, that the Superintendent has been promptly notified of such accident or illness. In the case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, within thirty (30) days of the time of the accident or of the onset of the illness.

ARTICLE XVII

Reimbursement for Tuition and Conferences

17.1 Unit members in the public schools of Harford County who hold Standard Professional Certificates for current assignments will receive partial reimbursement for tuition costs for approved graduate credits which are appropriate for the Advanced Professional Certificate and which are taken prior to receipt of the Master's degree, provided that such partial reimbursement shall be made for no more than the thirty (30) semester hours of graduate credit required by the State to qualify for the Advanced Professional Certificate.

17.2 The reimbursement for tuition costs described above will also apply to six (6) approved graduate credits presented for each renewal of the Advanced Professional Certificate. The total six (6) semester hours required to renew the certificate must be completed before the educator will be eligible for renewal reimbursement. All course work submitted for reimbursement must be on the graduate level and must carry a grade "C" or better.

17.3 Partial reimbursement for tuition costs shall be at the rate per graduate credit of 65% of the cost of a graduate credit at the University of Maryland for FY 1990; 70% for FY 1991*; and 75% for FY 1992*. The number of courses taken shall be limited to no more than six (6) semester

hours during the school year and no more than twelve (12) semester hours for the fiscal year.

"Costs" are defined as actual out-of-pocket expenses for tuition which has been paid. They are the net expenses after all financial assistance such as scholarships, grants, and V.A. benefits, have been deducted.

*Note: This proposal requires fiscal support and will be subject to the decisions of the Fiscal Authorities and the Board of Education's final actions on the 1990-91 and 1991-92 operating budgets for the school system.

17.4 These payments will not be made to a unit member who has allowed his or her certificate to lapse and is currently employed on a provisional basis.

ARTICLE XVIII

Certification

18.1 **Advanced Professional Certificate.** Professional Certification in Maryland includes the requirement that educators obtain an Advanced Professional Certificate within ten (10) years of initial certification. In order to merit the Advanced Professional Certificate one must have the recommendation of the local superintendent and:

1. three years of successful teaching experience
 2. a Master's Degree relevant to the professional assignment and/or anticipated assignment
- or
3. completed a planned program of 30 credit hours relevant to the professional assignment and/or anticipated assignment.

18.2 The "planned program of 30 credit hours" must be approved. In Harford County the following procedure is to be used to secure that approval:

1. The program must be planned to fulfill some acceptable professional objective.
2. A minimum of fifteen (15) graduate credits must be earned at colleges which confer advanced degrees. The remaining fifteen (15) credits may be undergraduate and/or state-approved inservice workshops. All undergraduate course work must have prior written approval from the Personnel Office.

3. In general, secondary teachers are expected to limit their approved courses to two (2) teaching fields.

4. No grades lower than "C" are acceptable.

5. All course work included must be taken after the awarding of the Bachelor's degree.

6. The plan must receive prior approval from the supervisor who works directly with the teacher, his or her principal, and the Director of Personnel.

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

8. Teachers of early childhood, elementary, English and all areas of social studies who have not previously completed a reading methods course must include an appropriate three (3) hour reading course in their planned program.

9. Beginning July 1, 1985, all certificated personnel who work directly with students will be required to complete a three (3) hour college course or state-approved inservice workshop in special education. Such a course should be included in this plan if one has not previously been completed.

10. Teachers are asked to use the prepared form available from the Personnel Office in submitting their plans of study for approval.

18.3 Planned Program of Study Beyond the Master's Degree. The Board has approved increments for unit members who complete approved programs of study beyond the Master's degree. The purpose of the increments is to encourage unit members to continue in their studies in order that their work may continue to increase in effectiveness.

18.4 The completion of college or university supervised programs which yield an appropriate second Master's degree or advanced certificates will be accepted as meeting the requirement of thirty (30) semester hours of approved work beyond the Master's degree provided that no duplication of courses is involved. Unit members who are involved in a doctoral program but do not complete an organized unit of work which yields a certificate from a college or university may submit their college-directed program for approval. It will be necessary to have a statement from the unit member's advisor or other college official stating that the courses in-

volved constitute a part of a definite program leading to the Doctor's degree.

18.5 Unit members who are not involved in a college-directed program but who wish to take further preparation beyond the Master's degree and to qualify for the salary increments for thirty (30) semester hours beyond the Master's degree may have their programs approved by the following procedures.

18.6 General Statement.

1. The program must be planned to fulfill some acceptable professional objective and be related to the unit member's present or prospective assignment.

2. A minimum of fifteen (15) credits must be earned at colleges which confer advanced degrees. A maximum of fifteen (15) credits which are not duplicates of former work may be earned in undergraduate courses at accredited community colleges. Of these fifteen (15) credits, six may be earned through state-approved inservice workshops. All undergraduate course work must have prior written approval from the Director of Personnel.

3. The plan itself must receive prior approval from the immediate supervisor and the Director of Personnel.

4. All course work included must be taken after the awarding of the Master's degree.

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

6. The planned program will have to be subject to review in light of new information and new developments.

7. Individuals certificated in the field of early childhood, elementary, English and all areas of social studies who have not previously completed a reading methods course must include an appropriate three (3) hour reading course in the planned program.

8. Beginning July 1, 1985, all certificated personnel who work directly with students will be required to complete a three (3) hour college course or state-approved inservice workshop in special education. Such a course should be included in this plan if one has not previously been completed.

9. Unit members are asked to use the prepared form available from the Personnel Office in submitting their plans of study for approval.

18.7 The Advanced Professional Certificate is renewed in Harford County by the presentation of six (6) semester hours of additional study during each ten-year period.

ARTICLE XIX

Insurance

19.1 **Insurance.** The Board will provide for group life insurance and for group accidental death and dismemberment insurance in an amount that will match the individual's salary rounded to the nearest \$1,000 based upon the salary schedule. This amount will not be changed during the year. An individual may purchase a matching amount of insurance in both categories at full cost (100%) to the individual. The Board will make payment of life and accidental death and dismemberment premiums for each individual who so requests, to provide coverage for the full twelve-month period commencing October 1, 1989, and ending September 30, 1990.

19.2 Effective July 1, 1989, through June 30, 1990, the Board will make available the following health insurance program or equivalent to eligible employees who enroll in the program:

Blue Cross Hospital Insurance - 365 days
Maternity - 10 days
Blue Shield Medical - Surgical Insurance, Plan C
Major Medical, \$100 deductible, \$250,000 maximum
Diagnostic, Plan 4 - no maximum
Student Endorsement age 19 - 23

The health insurance referred to above shall include coverage available under the above-referenced Blue Cross-Blue Shield plans.

Dental Plan
Maryland Dental Plan (Blue Shield of Maryland, Inc.) or equivalent
Level I and II
Removal of Impacted Teeth
Preformed Stainless Steel Crowns
Dental Surgery
Deductible: \$25 per year for individual; total of \$50 per year for family
Maximum: \$1,000 per person per contract year

The Board of Education will make available the above coverage of Blue Cross, Blue Shield, Diagnostic, Major Medical; or of an HMO program approved by the Board to eligible employees and eligible members of their families.

The Board will not provide coverage of two insurance programs; e.g., Blue Cross/Blue Shield and an HMO program; or two different HMO programs for any employees or eligible members of their families. This applies to all employees and eligible members of their families whose spouses are also employees of the school system.

The Board also provides a dental plan for eligible employees. Health insurance and dental insurance coverage is for the full twelve-month period commencing July 1 and ending June 30.

19.3 The Board's rate of contribution to the coverage indicated in 19.1 and 19.2 is 90%.

19.4 All benefits provided under Maryland law for employees injured during and as a result of their work, including death, injury, hospitalization, medical and weekly disability payments, and lump sum awards, are available through a standard Workers' Compensation policy.

Employees who are injured on the job and who qualify for weekly disability payments through Workers' Compensation may use their accumulated sick leave in order to maintain their full salaries. After the third day of absence, one-third day of sick leave will be deducted for each day compensated by workers' compensation to maintain an employee's full salary.

19.5 All members must meet the requirements for medical screening for tuberculosis as established by the Harford County Health Department. An appropriate skin test as provided by the school system will be made available to members free of charge.

19.6 The Board of Education and the Association are aware of the medical evidence that indicates that smoking is harmful to the health of both smokers and non-smokers. In light of these circumstances, the parties agree to strive for the eventual elimination of smoking in all buildings of the school system and further agree that in the interim of this agreement, smoking will be limited to certain designated areas in the schools and other buildings of the school system.

Signatures of the negotiators who confirm the agreement reached on the above items and who recommend this total agreement for ratification by the Board of Education and the Association of Public School Administrators and Supervisors of Harford County:

Representatives of the Association of Public School Administrators and Supervisors of Harford County

/s/ Michael J. Heiberger
/s/ William B. Seccurro
/s/ Robert L. Christopher
/s/ Robert S. Magee
/s/ Steven R. Hardy
/s/ Matthew J. Plevyak

Representatives of the Board of Education of Harford County

/s/ Richard J. Taranto
/s/ Donald W. Judy
/s/ John C. Bator
/s/ Leslie D. Goodwin

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