

PROPOSED AGREEMENT

BOARD OF EDUCATION OF HOWARD COUNTY
and
HOWARD COUNTY TEACHERS' ASSOCIATION
for
SCHOOL YEAR 1969-70

Draft
February 14, 1969

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PROPOSED AGREEMENT

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The following points have been agreed upon by the negotiating committees representing the Howard County Board of Education and the Howard County Teachers' Association for the 1969-70 school year; provided, however, that to the extent that the implementation of these points requires the expenditure of funds, the obligation of the Board is limited to an agreement that the budget for fiscal year 1970 to be prepared and submitted by the Board with recommendation for acceptance to the County Government will include requests for funds to cover such points.

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the exclusive official negotiating organization for all certificated professional employees of the Howard County Public Schools with regard to all matters relating to salaries, wages, hours and other working conditions. The Superintendent of Schools and the members designated by the Board to act as its representatives in negotiation are excluded. The recognition is in accordance with the provisions specified in the New Section 175 of Article 77 of the Annotated Code of Maryland (1965 Re-placement Volume) title "Public Education", subtitle "Chapter 15, Teachers' Associations".
- B. For the purpose of this Agreement the term "teacher", when used hereafter shall refer to all professionally certificated employees represented by the Howard County Teachers' Association. The term "Association" shall refer to the Howard County Teachers' Association; the term "Board" shall refer to the Board of Education of Howard County.

ARTICLE II

NEGOTIATION PROCEDURE

- A. Both parties agree to begin negotiations concerning a successor agreement no later than October 31 and make every effort to complete all negotiations by January 5. All issues proposed for negotiation shall be submitted in writing by the Association to the Board or its delegated representatives at the first meeting. The Board shall submit in writing to the teacher representatives all additional issues upon which it wishes to negotiate no later than the second meeting.

- B. During negotiations all agreements made by both parties shall be tentative in nature until there is final agreement by both parties. Any agreements negotiated shall apply to all teachers and shall be reduced to writing and submitted to the Board and the Association for ratification.
- C. Neither party shall have any control over selection of consultants or negotiating representatives of the other party.
- D. Both parties agree to negotiate in good faith. Negotiation sessions shall be closed meetings held at a mutually acceptable location; provided, however, if a meeting place cannot be agreed upon, the decision to select a meeting site will alternate between the parties for each meeting. Negotiation sessions may be held as frequently as necessary, at a time other than the regular school day for students, to complete the negotiations by the stated completion date.
- E. Both parties shall furnish each other, upon reasonable request, available and appropriate information pertinent to the issue(s) under consideration.
- F. The parties agree that during the period of negotiations, the proceedings of the negotiations shall not be released publicly without the mutual agreement of both parties.
- G. In the event of an impasse, the provisions provided for such occurrences in the new Section 175 of Article 77 of the Annotated Code of Maryland (1965 Replacement Volume) title "Public Education", subtitle "Chapter 15, Teachers' Associations", shall be followed. If, under this legal provision, a panel is selected, each party shall be responsible for the cost of the person it appoints to the panel, and the cost of the third member of the panel shall be shared equally by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

The Board of Education of Howard County and the Howard County Teachers' Association recognize the importance of prompt and equitable resolution of grievances. They agree the purpose of this procedure is the prompt disposition of any complaint at the lowest administrative level possible.

A. Definitions

- 1. A grievance is a claim involving a denial, or infringement of rights of a professional employee arising out of alleged violation, misinterpretation or inequitable application of any of the points of this Agreement.

2. The allocation or re-allocation of funds as provided in the Annual Budget and Appropriation Ordinance shall not be the subject of a grievance.
3. The term "professional employee" shall include all persons in the unit represented by the Howard County Teachers' Association.
4. "Days" shall mean working school days.

B. Rights of Professional Employee

1. An employee may appear on his own behalf or may be represented at all levels of the grievance procedure by the Association, or by counsel, or by any other person of his own choosing, except that he may not be represented by one who holds any official position in any teacher organization other than the Howard County Teachers' Association or its affiliates.
2. A notice of hearing at each step and a copy of the written decision at each step shall be mailed to the administrators involved and to the Association, whenever the Association appears with an aggrieved employee, at the same time, and in the same manner as the notice or decision is required to be sent to the aggrieved employee.
3. No reprisal of any kind shall be taken by the Board or any member of the Administration against any participant in the grievance procedure by reason of such participation.
4. Each grievance shall be processed under the rules and policies of the Board of Education in effect on the date that the act or condition which is the basis of the complaint occurred.

C. Grievance Procedure

Grievances shall be presented and adjusted in the following manner:

1. Level One

An employee may orally or in writing present a grievance to the Principal, within a reasonable time, but in no event later than ten (10) school days after knowledge by the employee of the facts giving rise to the act or condition which is the basis of this complaint. The employee and the Principal shall confer on the grievance in an effort to arrive at a mutually satisfactory resolution of the complaint.

An orally presented grievance, which is not resolved within five (5) school days of presentation, shall then be reduced to writing by the aggrieved and submitted to the Principal within the next five (5) school days following.

A written grievance shall contain the following:

- (1) Name and position of the grievant
- (2) A statement of the grievance and the facts involved, including relevant dates
- (3) A reference to the Board Rules and/or policies or privileges of this Agreement allegedly misapplied or violated
- (4) The corrective action requested
- (5) Signature of the grievant

The Principal may request a further meeting with the aggrieved employee, but at least one (1) meeting shall be held between the Principal and the employee at this level. The Principal shall render a decision in writing to the employee within five (5) school days after receipt of the written complaint.

An employee not assigned to a specific school may substitute his Supervisor or Director for the Principal in Level One.

2. Level Two

If the grievance is not resolved at Level One, the aggrieved employee may appeal by forwarding the grievance in writing to the Supervisor of Personnel, or his designated representative, within five (5) school days after he has received the Level One decision.

The Supervisor of Personnel, or his designated representative, with the participation, advice and counsel of an Assistant Superintendent, will arrange for a conference with the parties concerned. The aggrieved employee shall receive at least three (3) school days' notice of the conference. The Principal, Director, or Supervisor concerned may be present to state his views. The Supervisor of Personnel, or his designated representative, shall issue his written decision on the grievance no less than five (5) school days after the conference. A copy shall be sent to the parties concerned.

3. Level Three

The decision issued at Level Two, may be appealed in writing by the grievant to the Superintendent of Schools within five (5) school days after the decision of the Supervisor of Personnel, or his designated representative, has been received. The Superintendent, or his designated representative, shall meet with the aggrieved employee within ten (10) days after receipt of the grievance. The employee will receive at least three (3) school days' notice of this meeting.

The Principal, Supervisor or Director and the Supervisor of Personnel may be present at the meeting and state their views. The Superintendent, or his designated representative, shall communicate his written decision to all parties concerned as soon as possible but no later than ten (10) school days after the hearing.

4. Level Four

- a. The decision of the Superintendent, or his designated representative, may be appealed to advisory arbitration by the aggrieved employee, by serving written notice of his intention to appeal, to the Board and to the Association, together with a written statement of the specific provision or provisions of this Agreement at issue. If, however, the grievance is not appealed to advisory arbitration as provided in this section within ten (10) school days after the Superintendent's decision, it shall be considered settled in accordance with such answer.
- b. Within five (5) school days after submission to the Board of written notice of intention to appeal, the grievance shall be referred to an advisory arbitration committee consisting of one member appointed by the Board and one appointed by the Association.
- c. The members of the arbitration committee shall meet as soon as possible, at their mutual convenience, to attempt to agree on a recommendation for the Board's consideration. In the event they are unable to reach an agreement, they shall select an impartial arbitrator. If they are unable to agree upon a choice within five (5) school days thereafter, they shall jointly request the American Arbitration Association to furnish a list of not less than seven (7) qualified and impartial arbitrators, one of whom shall be designated by the arbitration committee to act as advisory arbitrator of the grievance. Selection shall be made by the committee members alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator for the grievance.

- d. The jurisdiction and authority of the arbitrator of the grievance and his opinion and recommendation shall be confined exclusively to the interpretation of the expressed point or points of this Agreement at issue between the Board and the Association. He shall have no authority to add to, alter, amend, or modify any provision of this Agreement or impose on either party hereto any limitation or obligation; to establish or alter any salary rate or salary structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. He shall not hear or decide more than one grievance without mutual consent of the Board and the Association. The arbitrator shall hold hearings promptly and shall submit in writing within ten (10) days following the close of the hearings his recommendation on the merits of any grievance within his jurisdiction and authority as specified in this Agreement. The recommendation shall be advisory only and the final decision on the grievance shall be made by the Board.
- e. The Board and the Association shall each bear its own costs 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 him.

5. Level Five

The Board shall meet with the grievant as soon as possible after the recommendation from the advisory arbitration committee has been received, but no later than the next monthly scheduled board meeting. The aggrieved employee shall receive at least five (5) school days notice of the meeting and an opportunity to be heard. All parties involved in previous decisions of the grievance may be present and state their views. The Board shall communicate its written decision to the aggrieved person and to the lower level hearing officers as soon as possible, but no later than ten (10) days after the hearing.

D. Time Limits

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
- 2. Failure to submit a grievance within the specified time limits or to appeal the grievance to the next successive step within the specified time limits, shall be deemed to be a waiver of the grievance and/or acceptance of the decision rendered at that step.

3. To avoid any dispute in determining compliance with the specified time limits, the day on which a written grievance, appeal, or notice of hearing is received shall not be included in determining the limitation period. All written grievances, notices, or appeals are deemed to have been received on the day after the date of postmark, if mailed, or on date stamped or recorded thereon by a school official, who shall initial the same, if hand delivered.
4. The time limits in any step of this procedure may be extended or reduced in any specific instance, by mutual agreement between the aggrieved party and the hearing officer, Board or Committee at the next succeeding step. This procedure will be pursued should the grievant become incapacitated, or if left unresolved until the next school year could result in irreparable harm to a party in interest.

ARTICLE IV

SALARY SCHEDULES FOR CERTIFICATED

PROFESSIONAL PERSONNEL

Salary schedules for certificated professional employees are elevated as described in Exhibit A.

Administrative and Supervisory Salary Schedule is described in Exhibit B.

Compensation Rates for Professional Staff Involved in Special Programs are elevated as described in Exhibit C.

EXHIBIT A

HOWARD COUNTY PUBLIC SCHOOLS

1969-70 SALARY SCHEDULE

Step	ND(1)	PD(2)	A	B	C	D	E	F	G
1	5,100	5,500	6,800	7,200	7,400	7,800	8,200	8,300	8,700
2	5,325	5,775	7,140	7,540	7,740	8,140	8,540	8,640	9,040
3	5,550	6,050	7,480	7,880	8,080	8,480	8,880	8,980	9,380
4	5,775	6,325	7,820	8,220	8,420	8,820	9,220	9,320	9,720
5	6,000	6,600	8,160	8,560	8,760	9,160	9,560	9,660	10,060
6	6,225	6,875	8,500	8,900	9,100	9,500	9,900	10,000	10,400
7	6,450	7,150	8,840	9,240	9,440	9,840	10,240	10,340	10,740
8	6,675	7,425	9,180	9,580	9,780	10,180	10,580	10,680	11,080
9	6,900	7,700	9,520	9,920	10,120	10,520	10,920	11,020	11,420
10	7,125	7,975	9,860	10,260	10,460	10,860	11,260	11,360	11,760
11	<u>7,350</u>	<u>8,250</u>	10,200	10,600	10,800	11,200	11,600	11,700	12,100
12	7,575		10,540	10,940	11,140	11,540	11,940	12,040	12,440
13	7,800		10,880	11,280	11,480	11,880	12,280	12,380	12,780
14	8,025		<u>11,220</u>	11,620	11,820	12,220	12,620	12,720	13,120
15	8,250			11,960	12,160	12,560	12,960	13,060	13,460
LI-20(3)			11,560	12,300	12,500	12,900	13,300	13,400	13,800

Salary Grades

ND -- Non-Degree

PD -- Provisional Degree

A -- Standard Professional

B -- Bachelor's plus APC or 30 Credit hours applicable to APC

-- MA Degree (out-of-field)

D -- MA Degree (in-field) or MA (out-of-field plus 30 credit hours)

E -- MA Degree (in-field) plus 30 credit hours

F -- Earned Doctorate (out-of-field)

G -- Earned Doctorate (in-field)

(See foot notes on next page)

Exhibit A
(Continued)

- (1) The maximum step normally attainable for provisional non-degree teachers is eleven; except that personnel who will have reached step twelve (12) or beyond for the 1969-70 school year will move across at those same levels to the new scale where they will be frozen in step thereafter. All new provisional non-degree assignments will be for the current year only. Re-assignment may be made only upon urgent need. State certification requirements stipulate that provisional non-degree certificates are renewable each year upon presentation of six (6) additional credits. On this basis, a provisional non-degree teacher can complete a degree program within ten (10) years and thereby qualify for change in salary status.
- (2) A waiver is permitted on the first two (2) steps of the provisional degree salary scale to allow application of the bachelor's certified or standard professional scale subject to the following conditions:
 - (a) on step one (1) for any provisional degree teacher assigned who is within twelve (12) credits of meeting certification requirements;
 - (b) on step two (2) of the certified scale for any provisional degree teacher assigned who is within six (6) credit hours of certification and has completed one (1) year of successful teaching experience.

If certification requirements are not met by the beginning of the third year of teaching, salary placement is frozen in step two (2) for one (1) year and reverts to the provisional degree scale at step four (4) the following year.
- (3) One longevity increment is applied at step twenty (20).

EXHIBIT B

ADMINISTRATIVE AND SUPERVISORY SALARY SCHEDULE

JULY 1, 1969

<u>* Category</u>	<u>Index</u>
Vice Principal I	1.05 - 10 months
Vice Principal II	1.06 - 10 months
Vice Principal III	1.08 - 10 months
Vice Principal IV	1.09 - 10 months
Vice Principal V	1.21 - 12 months
Principal I	1.35 - 12 months
Principal II	1.38 - 12 months
Principal III	1.41 - 12 months
Principal IV	1.44 - 12 months
Principal V	1.47 - 12 months
Supervisors	
<u>Exp. Step</u>	
1	1.21 - 12 months
2	1.26 - 12 months
3	1.31 - 12 months
4	1.36 - 12 months
5	1.41 - 12 months

* CODE

Vice Principal I or Principal I	10-19 Teachers
Vice Principal II or Principal II	20-29 Teachers
Vice Principal III or Principal III	30-39 Teachers
Vice Principal IV or Principal IV	40-49 Teachers
Vice Principal V or Principal V	50 + Teachers

NOTE: The indices are applied to the appropriate steps on the Bachelor's Degree scale before increments for advanced preparation are added.

COMPENSATION RATES FOR PROFESSIONAL STAFF
INVOLVED IN SPECIAL PROGRAMS

1969-70

1. Adult Education

Step 1 - \$4.75 per hour

Step 2 - \$5.00 per hour

Step 3 - \$5.25 per hour

2. Summer Schools

\$105 per week (4 hours per day)

\$5.25 per hour - \$21 per day

3. Athletic Coaches

2 weeks in August:

Head Coach ----- \$315

Assistant Coach --- \$285

4. Staff members employed for additional summer work

a. Vocational Agriculture Teacher - two (2) months summer employment

Salary - based on new salary scale

b. Guidance Counselor - one (1) month employment for one (1)

counselor in each high school - based on new salary scale

5. Children's Physical Development Clinic

1 Head Clinician --- \$5.00 per hour

6 Teachers ----- \$4.75 per hour

3 Adults ----- \$3.50 per hour

6 Students ----- \$2.00 per hour

6. Summer Library Programs

\$4.75 per hour (3 hour day)

7. Teachers for the Homebound

\$5.00 per hour (state mandated)

8. Writing Teams and Workshops

\$4.75 per hour (5 hour day)

\$23.75 per day

ARTICLE V

TEACHER BENEFITS

A. Credit Reimbursement

Teachers earning graduate hours shall be reimbursed for tuition costs by the Board at a rate of \$25.00 per credit up to a maximum of six (6) credit hours per fiscal year. Each teacher may be reimbursed for a maximum of thirty-six (36) credits during his teaching service in Howard County.

Reimbursement will be made only upon written request by the teacher, and provision by the teacher of a grade sheet or official transcript indicating satisfactory completion of the course.

B. Personal Injury

1. Whenever an employee is absent from school as a result of personal injury occurring in the course of his employment, he will be paid his full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence will be charged to his annual or accumulated sick leave.
2. The Board will reimburse employees for the cost of medical, surgical or hospital services (as covered under workmen's compensation insurance) incurred as the result of any injury sustained in the course of his employment.

C. Salary Deductions

1. The Board agrees to deduct from teachers' salaries membership dues and assessments for Howard County Teachers' Association, the Maryland State Teachers' Association and the National Education Association as said teachers individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association. The Board agrees to transmit such monies promptly to the Association.
 - a. Deductions shall be made in equal installments beginning in November.
 - b. The Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.

2. Payroll deductions will be available at the request of the individual educator for:
 - a. Horace Mann Hospitalization
 - b. Horace Mann Life
 - c. Washington National
 - d. Educators Mutual
 - e. Teacher Association Dues
 - f. Blue Cross and Blue Shield
 - g. Credit Union
 - h. Office Fund
 - i. Community Fund
 - j. Teacher Retirement
 - k. Tax-sheltered Annuities from the following insurance companies:
 - (1) Horace Mann
 - (2) State Retirement System
 - (3) NEA (Horace Mann)
 - (4) PALIC

It is understood the companies agree to cooperate with the Board in the collection procedures.

3. The Board agrees to deduct charitable contributions from teachers' salaries only when the teacher has duly authorized such deduction and has voluntarily determined the amount of such a contribution. No individual quotas will be established.
4. The rights and/or privileges granted to the Association will not be granted to any other teachers' group or organization during the term of this Agreement.

D. Group Life Insurance

The Board shall pay 50% of the cost of group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$10,000 upon death, and, in the event of accidental death, a sum not less than two times that amount.

E. Medical, Surgical and Major Medical Insurance

The Board shall pay 50% of the cost of a group medical, surgical and major medical insurance plan for each teacher. Each teacher may obtain a family plan under this program by agreeing to pay the additional cost.

ARTICLE VI

LEAVE POLICIES

A. Sick Leave

Ten (10) days sick leave shall be credited annually to each teacher on the first day of his employment year.

The total unused portion of the annual sick leave allowance shall be permitted to accumulate to a maximum of 180 days.

All teachers may use their accumulated sick leave as of the first day of the school year even though they have not been able to report for duty on that day, provided the teacher presents evidence of personal illness. A teacher who is absent for illness for five (5) or more consecutive days may be requested by the Superintendent to provide a medical certificate from a physician.

B. Personal Business

One (1) day of leave per year, with no loss of pay, shall be available to each teacher for personal business which cannot be transacted ^{outside} the regular school work day.

C. Sabbatical Leave

Sabbatical leave shall be granted to educational staff members who have served satisfactorily as regularly certificated teachers in the Howard County Schools for a period of seven (7) or more consecutive years. The first such leave may be granted after the seventh consecutive year of active service and additional leaves after each successive period of seven (7) years of active service.

Consecutive years shall be construed as continuous active service. Maternity, academic and sabbatical leaves of absence will interrupt service time and require the person to begin a new service period.

Sabbatical leave may be granted for the purpose of furthering professional growth by graduate study, or other means recommended by the Superintendent of Schools and approved by the Board of Education.

The number of sabbatical leaves granted during any one school year shall not exceed one-half of one percent of the educational staff. Selection of staff members requesting sabbatical leave shall be considered on basis of longest service in the Howard County Schools, and the needs of the school system to continue services at a high level.

Sabbatical leave shall be for a period of one (1) semester or two (2) semesters. Applications, accompanied by a statement of a plan identifying the program of study, shall be made in writing to the Supervisor of Personnel, prior to April 1, for leaves to begin on September 1, or by November 1, for leaves to begin on February 1. The Supervisor of Personnel shall screen applications for eligibility before forwarding the requests to the Superintendent.

The salary for a person on sabbatical leave shall be one-half of the salary he would receive for the year had he remained in the classroom.

Applicants shall agree to return to employment with the Board of Education of Howard County for at least one (1) year following leave, or return to Howard County the salary he received during the period of leave.

A teacher, upon return from sabbatical leave, shall make such a report of his activities during the period of leave as may be requested by the Superintendent.

Sabbatical leave shall entail the loss of no benefits. A teacher, upon return from sabbatical leave, shall be restored to his former position or to a position of like nature and status. In the event a person on sabbatical leave receives extra monies through any type of grant, exclusive of payments made directly to the institution, and the combined amount of these monies and the sabbatical leave allowance exceed the salary this person would have received as a staff member for the year in which the leave has been granted, the sabbatical leave allowance shall be reduced to the amount of the regular salary.

D. Temporary Leaves

1. Absence Due to Death in Family

A teacher shall be allowed four (4) calendar days of absence from school without loss of salary, on the death of a child, parent, brother, sister, husband, wife, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or of anyone who has lived regularly in the household of the teacher.

2. Legal Proceedings

A teacher may be granted leave with no loss of pay for appearances in any legal proceedings connected with his employment or with the school system.

A teacher called for jury duty shall notify his principal of his plans for such service as early as possible. By arrangement with the Board of Education, compensation for such service shall be equal to that he would receive had he fulfilled his normal teaching assignment.

3. Temporary Military Service

Leave with no loss of pay for a maximum of fifteen (15) calendar days annually may be granted to teachers called into emergency temporary active duty of any federal or state military unit, provided such obligation cannot be fulfilled on days when school is not in session.

E. Extended Leave

1. The Board agrees that up to two (2) teachers who have achieved tenure and are designated by the Association will, upon request, be granted a leave of absence without pay for a minimum of one (1) year and a maximum of two (2) years for the purpose of engaging in Association (local, state or national) activities.
2. A leave of absence without pay of up to two (2) years may be granted to any teacher on tenure who serves successfully in the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs.
3. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board.
4. Military leave without pay will be granted to any teacher who is inducted into any branch of the Armed Forces of the United States for the period of said induction.
5. Teachers on tenure shall be granted maternity leave without pay for a period not to exceed two (2) years. The Board may renew this leave on an annual basis for a period not to exceed an overall total of five (5) years. A pregnant teacher should apply for leave to start before her physical condition begins to interfere in any way with the proper and efficient discharge of her duties. In any event, the leave shall begin no later than four (4) months before the expected termination of her pregnancy. Applications for maternity leave shall be filed thirty (30) days prior to the date that the leave is to commence. Before returning to duty, the employee may be required to present a physician's statement indicating that she is able to return to work.
6. Adoption leave shall be granted by the Board under the same provisions (where applicable) as set forth for Maternity Leave.

7. The Board may grant a leave of absence without pay to any teacher on tenure to campaign for public office, or to campaign for a candidate for a public office. Leave will be granted for a minimum of one (1) semester.
8. Any teacher whose illness extends beyond the period covered by his accumulated sick leave and any additional sick leave granted to him by the Board may be granted a further leave without pay for such time as is necessary for complete recovery from such illness.
9. Upon return from leave granted pursuant to 1, 2, or 4 of this Article, a teacher will be considered as if he were actively employed by the Board during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher will not receive increment credit for time spent on a leave granted pursuant to Section 3, 5, 6, 7, or 8 of this section.

The following are applicable generally to all extended leaves unless elsewhere excluded in this Agreement:

- a. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or to the first available position for which he is certificated.
- b. All requests for extended leaves of absence, extensions or renewals of such leaves will be made in writing and the Board will make a written response to all such requests.
- c. Leaves taken under Section 1, 2, 3, and 7 of this section shall be planned to commence and terminate at the beginning of the fall or spring semester. Said leaves shall be requested at least thirty (30) days prior to the beginning of a semester.

ARTICLE VII

APPOINTMENT OF PERSONS TO ADMINISTRATIVE AND SUPERVISORY POSITIONS

The morale and effectiveness of the teaching staff is greatly dependent on the quality and capability of the administrative and supervisory personnel. It is essential that their appointments are carried out under a well defined and clearly understood policy.

A. The following guidelines will be used when selecting and appointing persons to administrative and supervisory positions:

1. The best qualified applicants will receive first consideration for each position.
2. Personnel from within the system will receive preference to applicants from outside the school system so long as their qualifications are essentially the same.
3. The implementation of the policy shall not be affected by religious, racial, political, or other non-professional considerations.
4. The qualifications of each candidate shall be evaluated and assessments made in the areas of:
 - a. Teaching experience
 - b. Supervisory or administrative experience
 - c. Work experience and education
 - d. Efficiency ratings and/or recommendations
 - e. Personal qualifications

B. Procedures used will include:

1. Advertising the vacancy

All vacancies will be advertised.

Announcements of vacancies shall be posted on the faculty bulletin boards, published in the newsletter to the staff, and sent to the local Professional Teachers Associations, and to other school systems, colleges and universities as considered necessary.

The announcement shall include a description of the position, duties and responsibilities, salary range, and qualifications.

Announcements must be distributed at least fifteen (15) days before the closing dates for accepting applications.

2. Submission of Application

Candidates must submit a letter of application to the Superintendent.

3. Preliminary Screening

Applications, transcripts, experience and references shall be reviewed by the Personnel Office to determine eligibility for certification. Candidates who are eliminated in the preliminary screening shall be so notified through a personal interview wherever possible.

4. Selection and Appointment Process

Eligible candidates will be scheduled for interviews. However, persons who have been interviewed within the past six months for an administrative or supervisory position need not be interviewed again unless it is deemed necessary by the committee or specifically requested by the candidate. The interviewing committee shall include as permanent members the Assistant Superintendent, the Director of Instruction, and an educational staff member from the Personnel Office. In addition to these permanent members, the Superintendent will designate other representatives, including at least one from the field for which the candidate is applying.

The Superintendent may consult with the President of the Association for recommendations of classroom teachers to serve on the interviewing committee.

Upon completion of the interviews, the same committee shall serve as a selection committee. The committee will recommend as many as three candidates to the Superintendent in the order of preference for each position.

The Superintendent may recommend to the Board of Education the appointment of a candidate from the recommended list or reject all and request the vacancy be advertised again.

The Superintendent and the Board of Education have the responsibility and reserve the right to select the candidates they determine to be best qualified to fill the positions.

All appointments to administrative and supervisory positions must be approved by action of the Board of Education in public session.

ARTICLE VIII

TRANSFERS

A. Voluntary Transfers and Reassignments

Application for transfer may be submitted by any instructional staff member. Request for transfer may be indicated on the intention form or through a letter to the Director of Instruction.

At the conclusion of reorganization plans for the ensuing school year and prior to assignment of new personnel, the Director of Instruction will review all transfer requests in light of anticipated vacancies.

The Director may request an interview with the applicant, consult the principals of the schools involved, or ask the applicant to meet with either or both of the principals. If the transfer is approved, notification will be sent to all parties concerned. When the position has been filled, or if no vacancy exists, or, if the transfer is denied, the Director of Instruction will notify the applicant, or applicants, in writing of the decision and the reason.

The criteria for deciding on the request for transfer are:

1. The instructional needs of the school system
2. The qualifications of the teacher or teachers requesting transfer
3. Length of service in the Howard County School System

Appropriate announcements of staffing plans for new facilities will be sent to all schools and transfer requests will be considered on the basis of a ratio to be determined by the Superintendent.

Provisionally certificated teachers may be assigned to fill vacancies during the school year on a temporary basis. A certified teacher may request a transfer to one of these positions, effective at the beginning of the next school year.

B. Involuntary Transfers and Reassignments

The Board and the Association recognized that some involuntary transfers of teachers from one school to another or reassignment within a school may be unavoidable. However, they agree that every attempt will be made to keep such action to a minimum. They also agree that in the event an involuntary transfer is necessary:

1. Volunteers from among those affected will be transferred or re-assigned first.
2. Notice of reassignment shall be given to the teacher when possible at least ten (10) days prior to the date of change in August and September and thirty (30) days prior to the date of change during the remainder of the year.
3. A meeting with the teacher and a member of the supervisory instructional staff shall be held to establish the problem and the need for action. The receiving principal may be included in the meeting.
4. An involuntarily transferred teacher shall receive a statement in writing citing the reasons for said transfer.

ARTICLE IX

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher shall be the concern of and warrant the review and appropriate action of the Board only:
 1. as it may directly prevent the teacher from properly performing his assigned functions during school duty hours;
 2. be in violation of local, state, national, or common law; or
 3. be prejudicial to his effectiveness in his teaching position.
- B. Each employee will be entitled to full rights of citizenship, and no religious or political activities of any such employee or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such person provided they do not adversely affect his classroom performance.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Howard County School System, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions and in accordance with the Code of Ethics of the Education Profession. They agree that subject to curriculum guidelines and appropriate supervision, the responsibility for presenting all sides of controversial material rests with the teacher.

ARTICLE X

ASSOCIATION - ADMINISTRATION LIAISON

- A. There will be no reprisals of any kind taken against any teacher solely by reason of his membership in the Association.
- B. The Association will be provided with copies of minutes of public session official Board Meetings.
- C. The Association may request and shall be given a place on the agenda of all regular Board meetings for brief reports and announcements.
- D. The Superintendent shall be available upon reasonable request to meet with representatives of the Association.
- E. The principal of each school shall be available upon reasonable request of Association representatives to discuss questions relating to the implementation of this Agreement in his school.
- F. The Association will be provided with the names and addresses of all new employees and all retiring employees as soon as such information is available.
- G. The Association will have the right to have placed in the Superintendent's packet for all new employees a letter prepared by the Association which informs said employees that the Association is recognized as the exclusive negotiating representative for all employees in the Howard County School System.
- H. The Association shall be given a place on the agenda of the Orientation Program for new teachers.
- I. In order for the Association to properly fulfill this Agreement for the benefit of all teachers and the welfare of the School System, the Association representative may visit schools and talk with teachers, provided that the exercise of this right will not interfere with the educational program.
- J. The Association shall continue to use school buildings without cost at reasonable times for meetings provided the use of the buildings shall not result in any additional cost to the Board. The principal of the building in question will be notified in advance of the time and place of all such meetings.

- K. The Faculty Representative of the HCTA, after consultation with the Principal, will have the right to schedule meetings of the teachers before or after school work days or at any other times which do not disrupt the normal school program.
- L. There will be bulletin board space of appropriate size reserved for the Association, in an appropriate place in each school building, for the purpose of displaying notices, circulars, and such material. Copies of all such material will be given to the building principal, but his advance approval will not be required.
- M. The Association will have the right to place Association notices, circulars, and other material in all teachers' mailboxes. Copies of all such material will be given to the building principal, but his advance approval will not be required. The Association will also have the right to use the inter-school mail to distribute material of the aforesaid type.
- N. No employee will be prevented from wearing pins or other identification of membership in the Association.
- O. The rights and/or privileges granted to the Association by Paragraphs C, F, G, H, J, L, and M of this Section will not be granted to any other teachers' group or organization during the term of this Agreement.
- P. During the term of this Agreement, neither the Board nor the School Administration shall take any action which is contrary to, or which adversely affects any of the provisions of this Agreement.

ARTICLE XI

EMPLOYMENT AND ASSIGNMENT

- A. All new employees or reinstated employees will be placed on the proper step of the salary schedule according to their experience and education. As of the beginning of the 1969 school year, no presently employed person will receive less than the salary indicated on the salary schedule for his credited experience and education. No exceptions to this policy will be made.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, every effort will be made to assign teachers within the scope of their teaching certificates and/or their major or minor fields of study.

- C. Credit will be given for previous outside teaching experience in a duly accredited school upon initial employment. Additional credit not to exceed two (2) years may be given for military experience, or alternative full time civilian service required by the Selective Service System, or for full time service with the Peace Corps, VISTA, or National Teaching Corps. As of the beginning of the 1969 school year, the aforementioned credit will be given to any presently employed teacher who has not heretofore received it.
- D. The actual anticipated certification status of all applicants for teaching positions in the Howard County School System will be set forth in a written statement before the prospective employee is offered employment. A copy of said statement will be given to the employee at the time of the execution of an employment contract. If a salary is affirmed for a school year on the basis of an anticipated certification status, said salary will not be diminished during that school year provided the certification status falls within the framework of the waiver clause of the salary schedule.
- E. The Superintendent will inform teachers as soon as possible of changes in state and/or local certification policies.
- F. All teachers will be given written notice of their salary schedule, building assignment, and sick leave accumulation for the forthcoming year, as soon as possible. All teachers will be given notice of their class and/or subject assignments and room assignments for the forthcoming year no later than August 15.
- G. Changes in grade assignments in the elementary schools and in subject assignment in the secondary schools, will be voluntary except where the needs of the instructional program require otherwise.
- H. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel.
- I. Teachers who may be required to use their own automobiles in the performance of their duties and persons who are assigned to more than one (1) school per day will be reimbursed for all such travel at the rate of .8 cents per mile for all driving done between the arrival at the first location at the beginning of their workday and leaving of the last location at the end of their workday.

- J. Teachers shall accept responsibility for being in school at least one half hour before the beginning of the students' day and remaining at least one half hour following the close of the students' day.
- K. Every teacher shall be provided with a duty-free lunch period as provided in Article 77, Section 106 (k) of the Annotated Code of Maryland. The period shall extend for at least thirty minutes, but where students have a regular lunch period of less than thirty minutes, the duty-free lunch period shall coincide with such regular period of less than thirty minutes.
- L. A teacher who wishes to leave the school during his scheduled lunch period shall notify the school office before leaving and upon returning. It is understood the principal may limit the number of teachers who may leave at any one time.
- M. When a special teacher is in charge of the class, the regular teacher with the approval of the principal may leave the classroom and use the time for preparation or other professional duties.
- N. Teachers accept the responsibility for attending PTA meetings. The parties recognize, however, that a teacher enrolled in courses necessary for certification or who has other professional responsibilities may find it necessary to give first priority to these activities which may directly affect his position in the profession or his employment status under Maryland Law.
- O. Recognizing that the loss of a scheduled planning period may directly affect the quality of instruction, every reasonable effort will be made to secure substitutes when regular teachers are absent.
- P. Every reasonable effort shall be made to start faculty meetings on time and to keep meetings as brief as possible.

ARTICLE XII

TEACHER FACILITIES

To the extent feasible as determined by the Board and within limits of funds available, in existing buildings, and in all new buildings, the Board shall provide the following:

- A. Space in each classroom in which teachers may safely store instructional materials and supplies.
- B. An appropriately furnished room to be used as a faculty lounge. (In schools with faculties over fifty (50) teachers, two (2) such lounges shall be made available.)

- C. Well-lighted and clean teachers' rest rooms, separate for each sex and separate from the students' rest rooms
- D. Separate dining tables for teachers
- E. Two-way communication system between classrooms and the school office
- F. Working, conference, and storage facilities for special instructional personnel
- G. The faculty shall arrange for the installation of vending machines after consultation with the principal. All proceeds from the machines shall be used in such manner as the teachers and principal in that building shall determine.
- H. Adequate off-street parking facilities shall be made available to teachers.

ARTICLE XIII

STUDY COMMITTEES

The Association and the Board agree to establish study committees to discuss, study and report on the mutually agreed on subjects listed in this Agreement. The composition of the committees shall include persons designated by the Superintendent and an equal number of persons designated by the Association President.

Study Committees shall be established to report on the following areas:

- A. Compensation for Extra-Curricular Activities
- B. Planning Time for Elementary School Teachers
- C. Clerical and Non-Teaching Duties
- D. The Area of Extended Employment (Summer School, Adult Education, Twelve Month Employment)
- E. Teacher Evaluation
- F. Discipline
- G. Class Size and Teacher Load
- H. Administrative and Supervisory Index
- I. School Telephones for Teachers' Professional Use
- J. Role, Duties and Compensation of Department Heads, Team Leaders, and Grade Chairmen.
- K. Salary Payment Procedures

ARTICLE XIV

AGREEMENT

- A. It is agreed that this Agreement includes all items to be requested by the Teachers' Association for inclusion in the 1969-70 Board of Education Budget Request.
- B. This Agreement shall continue in full force and effect during the 1969-70 school year and incorporate 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 matters 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.
- C. The Association recognizes and accepts responsibility to adhere to existing policies of the Board of Education not modified or changed by the expressed terms of this Agreement.
- D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. The Howard County Board of Education shall to the best of its ability cause the provisions of the public school laws, the bylaws and the policies of the State Board of Education to be carried into effect. Subject to such laws, bylaws and policies the Howard County Board of Education shall determine with and on the advice of the county superintendent, the educational policies of the county and shall prescribe rules and regulations for the conduct and management of the schools. Nothing contained herein shall be deemed to supersede Article 77 of the Annotated Code of Maryland and the rules and regulations of the County Board of Education which may establish and regulate tenure. Notwithstanding any of the provisions of this Agreement the final determination shall still be subject to the provisions of Article 77 of the Annotated Code of Maryland concerning the fiscal relationship between the County Board of Education and the County Government.

Acceptance by the Negotiating Committees representing the Howard County Teachers' Association and the Howard County Board of Education of the points contained in this Agreement is indicated by the signatures set forth below:

Teachers' Association
Negotiating Committee:

By: Carl H. Doern Jr.

James A. Michael

Tom Brzezinski

James L. Woodson

Robert B. Skinner

Gordon C. Huggins

County Board's
Negotiating Committee:

By: Thomas G. Redlake

Thomas W. Dyke

William L. Ford Jr.

Theodore C. Mintz

James L. Williams

Date February 14, 1969

Date Feb. 14, 1969