7-1-1983

Harford County Board of Education and Harford County Education Association (1983)

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Harford County Board of Education and Harford County Education Association (1983)

Location
Harford Co., MD

Effective Date
7-1-1983

Expiration Date
6-30-1984

Number of Workers
1600

Employer
Board of Education of Harford County

Union
Harford County Education Association

Union Local
Harford Co., MD

NAICS
61

Sector
Local government

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NEGOTIATED AGREEMENT

between

THE BOARD OF EDUCATION OF HARFORD COUNTY

and

THE HARFORD COUNTY EDUCATION ASSOCIATION

1983-1984
NEGOTIATED AGREEMENT

between

THE BOARD OF EDUCATION
OF HARFORD COUNTY

and

THE HARFORD COUNTY
EDUCATION ASSOCIATION

1983-1984
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ARTICLE I
Recognition

In view of the certification by the Board of Education of Harford County, hereinafter referred to as the "Board", the Harford County Education Association, hereinafter referred to as the "Association", is recognized as the exclusive representative of the teachers of the school system and in accordance with Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland, representatives of the Board and the Association have negotiated this agreement. Teachers, as it appears in this agreement, shall include all members of the Association. Superintendent, as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Harford County.

ARTICLE II
Procedures

2.1 The items of this agreement not requiring fiscal support, when duly ratified by the Association and the Board, shall be valid and binding following said final ratification. The items which require fiscal support shall likewise 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.

2.2 If categories which contain requests for funds to support items in this agreement are
reduced by the Harford County fiscal authorities, further negotiations on these items shall begin after the action by the County Council and conclude not later than June 16.

2.3 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 provision 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.

2.4 Negotiations for succeeding agreement shall begin on the first duty day in November and conclude on December 15.

2.5 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.

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

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

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

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

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

2.9 This agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III
Board’s Rights

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

ARTICLE IV
Association - Board Relations

4.1 Association business which involves a called meeting of the general membership shall be conducted before the beginning of or following the conclusion of the usual duty day for teachers. Association business which involves a school unit of the Association shall be conducted before the beginning of the duty day or following the dismissal of students. Such meeting must not interfere with the normal, orderly conduct of the schools and may be held in the school building without charge. The Association or its representatives will make arrangements for meeting space and time with the principal of the building in question.

4.2 Other Association business shall be conducted at such time and in such manner that the rights of teachers and students are not infringed and that all normal operations of the schools are not interfered with or interrupted.
4.3 Consultants, advisors, or associates of the Association, who are not employees of the Board, may enter the school for such things as the delivery of items or short conferences. They will first report to the principal or his or her designee and, if in his or her judgment their continued presence will not be contrary to the best interests of the school, they may remain.

4.4 The Association may place notices, circulars, or similar materials pertaining to legitimate Association business which has been shown or given to the principal and which clearly identify the individuals and/or organization responsible for the information contained therein, in the distribution boxes provided for teachers.

4.5 The Association may display notices, circulars, or similar materials pertaining to legitimate Association business on the tackboard or table space in faculty room(s) which is designated by the principal of the school for such purposes. All material to be so displayed must clearly identify the individual and/or organization responsible for the information contained therein.

4.6 The Association or its representatives may use the school facilities and equipment for legitimate Association business at a reasonable time when such equipment is not otherwise in use. The Association will report to the principal for his or her determination concerning the use, will keep the use to a minimum and will pay for reasonable costs of all materials and supplies incidental to use.
4.7 The Association will be given a place on the agenda of the regular meeting of the Board provided that a written request is received ten (10) days preceding the scheduled hour of the Board meeting and provided that the topic of concern and the name of the presentor(s) is designated in the request.

Should the specified presentor(s) be unable to attend, the Association will notify the Superintendent of the change in presentor(s) as soon as possible.

4.8 Every teacher shall be given a copy of the negotiated agreement. The cost of publishing the tentative agreement prior to ratification shall be shared equally by both parties. The cost of publishing the finally ratified negotiated agreement will be borne by the Board.

4.9 The Association may utilize the inter-school courier service for the distribution of its newsletter and for membership material. Other materials which have been approved by the Superintendent may also be distributed.

4.10 The President of the Association may attend the meetings of the Board without the employment of a substitute when his or her professional responsibilities can be appropriately covered with a change of assignment by the principal of his or her school. In cases where his or her absence from his or her professional responsibilities cannot be so covered, a substitute will have to be secured; and the cost of the
substitute will have to be borne by the Association.

4.11 **Payroll Deduction.** The Association will submit an authorization card for each teacher who wishes to participate in payroll deductions for the combined HCEA, MSTA, and NEA dues. Each card must bear the original signature of the teacher who authorizes this deduction. These cards will be submitted to the Director of Finance prior to November 1 of each year. Between September 30 and October 20, the Board will supply the Association with a list of teachers on payroll deduction as of September 30. The card shall be as follows:

```
Name                                                  Social Security No.

Address                                                School

Payroll Deduction Authorization

I hereby authorize the Board of Education of Harford County to deduct the total amount of professional dues for the Harford County Education Association, Maryland State Teachers Association, and National Education Association.

Date                                                  Signature
```
These deductions shall continue for each subsequent school year unless the Director of Finance is notified, in writing, prior to September 30 for the following deduction period.

Payroll deduction shall begin with the last pay in November and continue until the total amount of dues has been withheld. In case of resignation within a school year, the balance due that year will be deducted from the final check.

The Board shall notify the Association of teachers who cancel their payroll deduction of Association dues and who remain with the school system by October 15.

4.12 The provisions of Sections 4.6, 4.9, and 4.11 shall not be made available to any other organization seeking to represent teachers. These rights shall be exclusively granted to the Association.

ARTICLE V
Grievance Procedure

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

5.2 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.

5.3 Procedural Steps. Any grievance that a teacher has not adjusted informally with the immediate supervisor shall be presented in the following steps:

Step 1. Between the grievant, a representative of his or her choice, and the employee’s immediate supervisor and/or designated representative(s).

Step 2. Between the grievant, and his or her Association representative, and the appropriate director, elementary or secondary, and/or designated representative(s).

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

5.4 Grievance Presentation. All grievances shall be presented in writing at Step 1 within ten (10) school days from the date of their occurrence, 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.

5.5 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 by 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 they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to arbitration.

5.6 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 grievance shall begin at Step 3.

5.7 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.

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

5.9 Should the investigation or processing of a grievance require that a teacher 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 VI
Transfers

6.1 Voluntary Transfer. Requests for transfer will be accepted from only tenured teachers.

The requests are to be in writing and to be received prior to April 1 of the current year.

Voluntary transfers will not be effected during a school year.

All such requests will apply to vacancies identified prior to July 1.

6.2 Administrative Transfer. When an administrative transfer of teaching personnel is necessary because of a reduction of staff in a school, the administration will identify where the reduction is to take place:

1. In an elementary school - Regular elementary teaching assignment; that is, an assignment in the grades at that school; e.g., K through 5 or 6; or an elementary subject field; e.g., reading specialist, guidance counselor, etc.

For example, if there is a reduction of a regular classroom teacher, and assuming all other factors are equal, the principal will determine the teacher in grades K to 5 or 6 who has the least continuous service in Harford County Public Schools. This teacher will then be administratively transferred. If the reduction is a reading teacher, the principal will identify the reading teacher with the least continuous service in Harford County Public Schools for transfer.
2. In a secondary school - Secondary subject field; e.g., geography, English, mathematics, biology, guidance counselor, work experience coordinator, etc.

The needs of the school system, and the needs and qualifications of the individual teacher(s) shall be considered. When all other factors are equal, the length of continuous service in Harford County will be the determining factor in identifying the teacher(s) who is to be transferred from the elementary school grades or the elementary or secondary school subject field. When the length of continuous service in Harford County is also equal, the length of continuous service in the school will then become the determining factor in identifying the teacher(s) who is to be transferred from the regular elementary teaching assignment or the elementary or secondary school subject field.

In an elementary school, if a teacher identified to be administratively transferred would leave a vacancy for which there would be no other teacher in the school certified to teach the vacated position, then assuming all other factors are equal, the next least senior teacher in line would be transferred to assure that all grades are taught by teachers certified to teach those grades.

In an elementary or secondary school, when a teacher receives written notice that he or she is administratively transferred; and if a vacancy in the same kind of teaching assignment occurs in the original school on or before August 15 of that calendar year, then the teacher will be permitted
to be reassigned to his or her original school. To exercise the option to return to his or her original school, the teacher must notify the Personnel Office, in writing, within ten (10) calendar days of his or her letter of transfer.

If a vacancy in the same kind of teaching assignment that the teacher held does not occur in the original school on or before August 15, then the teacher will remain in the new assignment for the entire next school year. If at the end of this school year and on or before August 15 of this calendar year, a vacancy in the same kind of teaching assignment becomes available in the original school for the following year, then, at the teacher's option, the teacher will be reassigned back to his or her original school provided written notice was given to the Personnel Office within ten (10) days of the original letter of transfer. This transfer must take place on or before August 15. Following August 15 of this year, the transfer becomes permanent and the teacher will remain in the school to which he or she is transferred. For following school years, the voluntary transfer policy will apply.

In an elementary or secondary school, when it is determined that a grade level in one school will be transferred to another school, all teachers who are regarded as the teachers of pupils at that grade level will be transferred.

Where reference is made to an August 15 deadline, if August 15 falls on a Saturday or Sunday, the deadline shall be the following Monday.

6.3. In the case of opening of a new school
in the fall, the presently employed teachers to be assigned to it shall receive official notice in writing of that transfer by the close of school, if known.

6.4 Involuntary Transfer. If, as a solution to a problem (different from those listed in "Administrative Transfer") a teacher is to be transferred to another school, such a transfer may not be effected until after a meeting between the teacher involved and the appropriate administrator(s). At this time, the teacher shall be notified of the reason(s) for transfer, shall be apprised of his or her rights, and shall be given the opportunity to respond. In the event that a teacher objects to the transfer, he or she shall, upon request, have a meeting with the Superintendent or designee. The teacher, at his or her option, may have a person of his or her choice accompany him or her at the meeting.

ARTICLE VII
Promotion

7.1 Announcement of Vacancies. In general, new or additional administrative or supervisory positions will be advertised.

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

7.3 Positions on the Executive Staff or positions which are filled by persons in the same salary range or in similar positions in this or other school systems need not be advertised.
7.4 **Application.** Candidates are to complete and submit a formal application form with a transcript of all college studies to the Personnel Office.

7.5 **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.

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

7.7 **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 VIII**

**Teaching Hours and Assignments**

8.1 **Duty.** The length of the normal duty week for teachers may be up to thirty-seven and one-half (37½) hours including duty free lunch.
(1) In addition to the 37½-hour duty week:

Meetings of the total faculty will not be scheduled for more than once weekly for approximately fifty (50) minutes except in instances of school evaluation, the opening of a new school, and emergencies which affect the operation of the school. Faculty meetings will not be scheduled on a regular basis on Fridays and the days before holidays.

Teachers may be assigned to supervise school related activities which are held before or after school or in the evening. Such assignments will be made so that the responsibilities for such supervision are shared among the members of the faculty. Consideration will be given to teacher preferences.

(2) PTA meetings (Article 8) and duties for which compensation is provided (Article 17) will also be in addition to the 37½-hour duty week.

(3) Under normal circumstances, teachers shall be present in their rooms and ready to begin their duties one-half (½) hour before the late bell and shall remain in school for professional purposes for twenty (20) minutes after the first dismissal. Principals shall set specific times in each school.
(4) The duty-free lunch period shall extend for at least thirty (30) minutes but when the pupils have a regular lunch period of less than thirty (30) minutes, the duty-free period shall coincide with such regular period of less than thirty (30) minutes. In general, teachers are expected to remain at school during the lunch period. For good reason, permission may be granted for leaving the premises during the lunch period. The principal may limit the number of teachers who may leave the building during lunch at any one time. Duty-free lunch shall not be included as part of the planning time.

8.2 Crowd Control. When school facilities are used for school-sponsored functions which are open to the public and at which admission fees are charged, teachers will not be assigned to control disruptive behavior on the part of anyone present.

8.3 New Programs. Teachers will continue to be involved in planning new programs.

8.4 Notification of Teaching Assignments. A teacher will be notified of his or her tentative assignment as soon as the principal is reasonably confident of it, but in no event later than August 1, if known.

8.5 Planning Periods. Teachers in secondary schools shall be scheduled for at least five (5)
planning periods per week or for reasonably comparable compensatory time. A planning period shall be approximately the same length as a normal class period for pupils in a given school. In cases where the length of the class periods vary, the weekly total of planning time should approximate the weekly planning time that would have been provided if the class periods were of equal lengths.

8.6 The planning time provided on a weekly basis for elementary school teachers shall not be less than 150 minutes. Such planning time will be scheduled during the regular day for students at the intermediate level.

8.7 Kindergarten teachers shall assume responsibility for getting children from the morning session on the buses and shall be available to receive children as they arrive for the afternoon session. The balance of time between sessions is considered to be planning time and duty-free lunch period. Scheduled conferences between sessions should be kept to a minimum.

8.8 Teachers may not be scheduled on a regular basis for additional responsibilities to be performed during the minimum planning periods allowed by this agreement.

8.9 When a classroom teacher is absent from his or her assigned classes for one-half (½) day or more, reasonable effort shall be made to employ a substitute. This provision shall also apply in cases involving special area teachers who teach an entire class.
8.10 Teachers may be used to cover classes for absent teachers. Such coverage should not be excessive.

8.11 Reasonable effort will be made to assign high school teachers in their major field of certification and to restrict their assignments to no more than three (3) different subjects.

8.12 **PTA Meetings.** Teachers are encouraged to join, support, and attend the meetings of the Parent-Teacher Association. Teachers shall attend back-to-school meetings, meetings when conferences are scheduled with parents, meetings when classroom visitations are the major part of the program, or other meetings the program of which requires their active participation.

When a teacher is unable to attend a PTA meeting which involves parent conferences, he or she shall establish an alternate plan for meeting with those parents who desire to take advantage of such a plan. This plan must be approved by the principal, and the parents of all the teacher's students shall be notified of the alternate plan.

Teachers assigned to more than one school are encouraged to establish alternate plans for parent conferences for each of the PTA's involved on a rotating basis unless circumstances require more attention in a particular school.
ARTICLE IX
Calendar

9.1 A nine (9) member calendar committee will be established to make recommendations concerning the beginning date, ending date, and distribution of holidays in the school calendar for the 1984-85 school year. The committee shall make its recommendation to the Board prior to December of 1983. The committee is to be composed of three (3) PTA representatives appointed by the President of the County Council, three (3) persons appointed by the Superintendent, and three (3) persons appointed by the Association. The committee is to choose its own chairperson from its membership. A new committee will be formed for each year of the agreement.

9.2 Teachers may be scheduled to be in attendance for a maximum of 190 days. Two (2) additional days may be required of new teachers.

9.3 Schools will be closed for one (1) day to make it possible for teachers to attend the General Convention of the Maryland State Teachers Association in the fall.

ARTICLE X
Staffing

10.1 Departmental Organization. Formal departments will be organized in subject areas which have the equivalent of seven (7) full-time teachers.
10.2 The chairperson of each formal department may be assigned the equivalent of one (1) class period each day for the purpose of fulfilling departmental responsibilities. The principal will determine the feasibility of released time according to the needs of the school.

ARTICLE XI
Temporary Absences and Leaves

11.1 Deduction for Absences. Deduction for absences shall be made on the basis of 1/190th or 1/380th as applicable for each day or one-half day of absence and as noted in this agreement.

11.2 Emergency Leaves. Teachers 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 teacher’s household or the teacher’s parent;

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

(3) One (1) day of urgent business leave not connected with any holiday (see Section 11.5) shall be granted on the basis of prior written notice. Any others will require principal approval.

11.3 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 teacher’s usual control require that the time of the action be during school hours.

11.4 In the event that the school system becomes aware that a claim for an urgent business day is not founded on the foregoing criteria, appropriate disciplinary action will be taken including, but not limited to, forfeiture of pay.

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

11.6 The three (3) days allowed for emergency leave shall be in addition to sick leave days and shall not be cumulative.

11.7 Religious Holidays. A teacher 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 authorities. The principal may contact the proper religious authority for their recommendation. The three (3) days allowed for religious holidays shall be in addition to sick days and other emergency days and shall not be cumulative.
11.8 **Family Bereavement.** Teachers shall be granted six (6) calendar days of leave for death in the immediate family. The teacher 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, or anyone who lives regularly in the household of the teacher.

11.9 **Jury Duty.** A teacher who serves on jury duty will continue to receive his or her regular salary, less the amount of salary he or she is paid by the court.

11.10 **Legal Summons.** A teacher 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 action by the Superintendent in the event that there is an alleged violation of a policy.

11.11 When schools are closed due to unsafe road conditions, teachers are not required to report, except in the event of previously planned circumstances which cannot be rescheduled.

11.12 When schools are open, teachers are expected to be present. However, when in the opinion of the teacher, driving conditions prevent his or her presence at school, the salary of the teacher for that day shall be reduced by 1/380th for each day absent.

11.13 **Summer School.** Because the best
interests of the pupils are served by an orderly and unhurried closing of school, teachers will not be permitted to leave before the official closing of school in June except when the circumstances allow no alternative. If no other alternatives are possible, teachers may, with written permission from the Personnel Office and principal approval, be permitted to leave early for summer school. In the case of such early leaving, however, the teacher will have his or her salary deducted at the rate of 1/380th for each day's absence.

11.14 In the case of extended sessions of summer school lasting into the pre-school meetings, a teacher may, with permission of the principal, be late in returning. His or her salary shall be deducted at the rate of 1/380th for each day absent.

ARTICLE XII
Sick Leave

12.1 Payment for Unused Days of Sick Leave. Teachers 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 at the rate of $17.00 per day up to a maximum of 120 days. 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.
12.2 Sick leave shall be defined as personal illness of the teacher.

12.3 Teachers 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 (1¼) days per month of regular employment.

12.4 Accumulation of unused sick days shall be unlimited.

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

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

12.7 The Board shall reserve the right to give special salary consideration beyond accumulated sick leave to employees who face serious financial hardship. In each instance the decision shall be based on the circumstances of the particular case.
ARTICLE XIII
Extended Leaves of Absence

13.1 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 teacher’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. When a teacher requests reassignment from a leave of absence, and due to a reduction in force there are teachers on a recall list for the same kind of teaching assignment the teacher left, the teacher on leave will be placed on the recall list according to the length of continuous service he or she has had with Harford County Public Schools.

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

13.2 In Harford County, the requirement to be eligible for a leave of absence is that the teacher must be a tenured teacher.

13.3 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.

13.4 A tenured teacher 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.

13.5 Leave of Absence for Maternity. Sick leave is granted for disability due to maternity. An employee using sick leave for disability due to maternity must return to work as soon as she is physically able or a tenured teacher 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. An employee may be required to submit a doctor's certificate establishing the medical need for absence and the time involved in the absence. The employee may also be required to submit a doctor's certificate stating that the employee is able to perform her regular teaching duties.

A tenured teacher has the option of requesting a leave of absence for maternity prior to or at the conclusion of her disability. However, if an
employee 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 teacher who is 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.

13.6 The President of the HCEA shall be granted, upon request, a one-year leave of absence.

**ARTICLE XIV**

**Sabbatical Leaves**

14.1 A teacher 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 teacher 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.
14.2 Sabbatical leaves 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.

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

14.4 Any teacher 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 teacher not return to the service of Harford County, he or she will be required to refund the salary granted for sabbatical leave.

14.5 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.

14.6 The applicant for sabbatical leave for study shall complete at least 24 semester units of upper division or graduate work during the sabbatical year. It will generally be expected that not less than 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 30 days of the teacher’s return to duty.

14.7 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 30 days of the teacher’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 teacher’s reactions to the travel and a statement of the benefit to the schools and the pupils of Harford County. A description of the travel will not satisfy this requirement.

14.8 Compensation While on Sabbatical Leave. Compensation while on sabbatical leave shall be one-half ($\frac{1}{2}$) salary in accordance with the provision of the Harford County salary schedule in effect during the period of the leave.

14.9 In the event a teacher 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 teacher 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.

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

14.11 Salary for sabbatical leave will be paid the teacher while on leave of absence in the same manner as if the teacher were on duty in Harford County, upon the furnishing by the teacher of a surety bond indemnifying the Board against loss in the event that the teacher 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 teacher to return and render two (2) years’ service is caused by the death or physical or mental disability of the teacher.

14.12 **Effect of Sabbatical Leave on Salary Increments, Retirement, and Sick Leave Accumulation.** The teacher’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 year of service and experience on the salary schedule. There will be no sick leave accumulation for time spent on sabbatical leave.

14.13 **Provision for Health Insurance.** When a teacher is placed on a Board approved sabbatical leave of absence, he or she may con-
continue to participate in the group program of health insurance and life insurance on the same basis as that of a full time teacher.

14.14 **Return to Service.** At the expiration of the sabbatical leave of absence, the teacher 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.

14.15 **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 teacher with regard to the fulfillment of the condition regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the teacher while on 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 30 days of the time of the onset of the illness.

**ARTICLE XV**

**Insurance**

15.1 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 schedules. This amount will not be changed during the year. A teacher may purchase a matching amount of insurance in both categories at full cost (100%) to the teacher. The Board will make payment of life and accidental death and dismemberment premiums for each teacher who so requests, to provide coverage for the full twelve-month period commencing October 1, 1983, and ending September 30, 1984.

15.2 Effective July 1, 1983 through June 30, 1984, the Board will make available the following health insurance program 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

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 will make payment of Blue Cross-Blue Shield, Diagnostic, Major Medical, and Dental Plan premiums for each teacher who so requests to provide coverage for the full twelve-month period commencing July 1, 1983, and ending June 30, 1984.

15.3 The Board’s rate of contribution to the coverage indicated in 15.1 and 15.2 is 85%.

15.4 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 Workmen’s Compensation policy.

Injured employees who qualify for weekly disability payments will receive their regular salary, less the amount of the disability pay-
ments for the period during which they qualify for the disability payments.

No deductions in accumulated sick leave shall be made for employees injured during and as a result of their work if such injury entitles them to Workmen's Compensation insurance benefits.

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

ARTICLE XVI
Salary

16.1 (See Salary Schedule Page 64)

16.2 Teachers having earned a Doctor's degree shall receive a salary differential of $500 to be added to the appropriate step of the Master's Plus 30 salary schedule.

16.3 Teachers with First Grade or Advanced First Grade Certificates will receive $200 less than teachers with Bachelor's degree and Standard Professional Certificates.

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16.4 Teachers with Provisional Certificates and Master's degrees are paid on the provisional salary schedule plus $200.

16.5 Teachers who have completed 20, 25, and 30 years of actual service in Harford County shall receive $300 longevity increments at each level.

16.6 **Salary for Summer Employment.** The salary of teachers employed in summer school programs or who are appointed to develop and write county-wide curriculum materials shall be 75% of the daily rate (1/190th) of the regular teacher’s annual salary for the schedule effective July 1 of that year.

Salary for professional services will be prorated according to the time required in the assignment with six (6) hours equal to one (1) day, except for some vocational agriculture teachers who may be paid on the basis of seven (7) hours per day.

16.7 **Credit for Military Service.** Newly appointed teachers shall receive salary credit up to two (2) years of active service in the Armed Services. Veterans who are employed on a Provisional Certificate who receive two (2) years of salary credit shall have two (2) years to become fully certified.

16.8 **General Salary Provisions.** The annual salary of a teacher is earned in ten (10) equal installments for the months from September
through June. The Board withholds a portion of the monthly earnings which makes it possible for the teachers to receive their pay over a twelve (12) month period.

16.9 Payroll checks for all regularly employed teachers will be distributed to the schools biweekly during the school year. Checks for regularly employed teachers who are leaving the system or who have their checks held for an adjustment will be distributed not later than the next scheduled payday. Whenever these pay dates fall on a non-school day, distribution to the schools will occur on the last school day prior to the regular pay date.

16.10 Summer savings checks for teachers will be mailed from the Central Office to the teacher’s summer address on a biweekly basis. Teachers resigning prior to June 30 may request their summer savings to be paid in a lump sum.

16.11 Teachers entering the system are not given salary recognition for prior experience beyond Step 8 on the master’s degree salary schedule.

16.12 Teachers who are hired on or after March 1 shall be paid per diem for the month of June. The rate shall be determined by dividing the teacher’s yearly salary by the number of days of expected teacher attendance for the year and multiplying that quotient by the teaching days in June.
16.13 Teachers who resign while school is still in session in the month of June shall be paid in proportion of the month’s salary based upon the ratio of days taught in June to the days school is open in June. The same calculation will be used to compute the salary in the case of resignations which become effective in December or during the month of the spring vacation.

16.14 Teachers who resign during other school months will be paid the proportion of their biweekly salary based upon days worked and days school was in session for the pay period.

16.15 Salary adjustments based upon obtaining a Master’s degree, Doctor’s degree, an Approved Program of Study beyond the Master’s degree or an Advanced Professional Certificate, shall be effective the first of the month following the completion of all the requirements.

16.16 Teachers who fail to merit the Advanced Professional Certificate shall suffer a salary penalty of $1,000 for the first year and shall revert to the provisional salary scale for subsequent years.

ARTICLE XVII
Compensation for Other Duties

17.1 Remuneration for Coaching. Remuneration or compensatory time will be pro-
vided for those teachers whose student activities sponsorship and/or coaching of interscholastic athletics extend beyond the regular duty day for several consecutive days or weeks over an extended period of time and limited to those activities listed in this article. The following conditions shall apply.

17.2 Assignments will be filled by the most promising qualified candidates who apply for the position. Volunteers will be considered. If there is no acceptable candidate for a position, the most promising, qualified teacher for the position will be assigned and may not refuse unless such assignment would result in undue sacrifice.

17.3 Teachers shall be notified of their coaching and/or sponsorship activities assignment by no later than July 1. Assignments to vacancies which may exist subsequent to July 1 shall be made in writing prior to the start of the activities. When circumstances preclude the offering of the activity, as referred to herein, notification of the cancellation of the assignment shall be made as soon as feasible.

17.4 The specific student activity program and the number of teachers assigned to each activity in each school shall be determined by the principal.

17.5 It shall be the responsibility of the principal when assigning these duties to give consideration to the educational objectives of the activities.

17.6 The athletic director shall be eligible to coach no more than one (1) sport per year. No coach shall be eligible for compensation for
more than two (2) sports per year and not more than one (1) sport per season. Exceptions may be authorized only by the Superintendent.

17.7 The total amount of compensation which will be allotted to football coaches for summer coaching will be an amount equal to one (1) day’s pay at the summer rate of 75% of salary for the head football coach and one (1) day’s pay at the summer rate of 75% of salary for one designated assistant for each day of summer coaching, not to exceed ten (10) days.

17.8 Any teacher who is sponsoring or coaching one of these activities and who has been scheduled for appropriate compensatory released time and any teacher who is sponsoring or coaching one of these activities and whose sponsorship or coaching is generally completed during the duty day shall not be eligible for remuneration. (In all cases in question in this paragraph, the principal shall make the determination.)

17.9 If two (2) or more teachers are to share the responsibility for student activity sponsorship or coaching in one of the areas indicated, the principal, after consultation with the teachers involved shall state on a written notice of assignment how the allowance is to be divided.

17.10 Payment for coaching and sponsorship shall be made in one (1) check at the conclusion of the athletic season or activity and upon the presentation of the appropriate form signed by the principal.

17.11 Remuneration for coaching and sponsorship of student activities for the 1983-84 school year shall be as follows:
### Compensation For Extra Duty
#### 1983-84

<table>
<thead>
<tr>
<th>Athletic Programs</th>
<th>Head</th>
<th>Junior Varsity Head</th>
<th>Varsity Assistant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
<td>$1,213</td>
<td>$767</td>
<td>$640 *</td>
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<tr>
<td>Basketball (Boys)</td>
<td>1,042</td>
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<tr>
<td>Basketball (Girls)</td>
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<td>540</td>
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<tr>
<td>Wrestling</td>
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<td>540</td>
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<tr>
<td>Track/Field (Boys)</td>
<td>871</td>
<td>622</td>
<td>491</td>
</tr>
<tr>
<td>Track/Field (Girls)</td>
<td>871</td>
<td>622</td>
<td>491</td>
</tr>
<tr>
<td>Soccer</td>
<td>871</td>
<td>622</td>
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</tr>
<tr>
<td>Baseball</td>
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<tr>
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<tr>
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<tr>
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<td>Cross Country</td>
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<tr>
<td>Volleyball (Boys)</td>
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<td></td>
<td>369</td>
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<tr>
<td>Volleyball (Girls)</td>
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**GENERAL ACTIVITIES**

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<tbody>
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<tr>
<td>Secondary Intramural Director</td>
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<tr>
<td>Secondary Intramural Director/Assistant</td>
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<tr>
<td>High School Band</td>
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<tr>
<td>High School Vocal</td>
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<tr>
<td>High School Orchestra</td>
<td>435</td>
</tr>
<tr>
<td>Yearbook</td>
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<tr>
<td>High School Newspaper</td>
<td>502</td>
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<tr>
<td>Dramatics**</td>
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<tr>
<td>School Literary Publications</td>
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<tr>
<td>Majorette-Advisor/Coach</td>
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<tr>
<td>Cheerleader-Advisor/Coach</td>
<td>401</td>
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<tr>
<td>Cheerleader-JV Assistant/Coach</td>
<td>332</td>
</tr>
<tr>
<td>Prom</td>
<td>502</td>
</tr>
<tr>
<td>Student Council Advisor</td>
<td>502</td>
</tr>
</tbody>
</table>
*Two Varsity Assistant positions and one Junior Varsity Assistant position at $369.

**Each of two plays of $422.50 per play. The principal may adjust the rate to provide for several small or a more extensive production.

NOTES: Compensation for each athletic program/general activity will increase 2.5% above the 1982-83 amount midway through the athletic program/general activity.

In the middle schools compensation is provided only for the position of Secondary Intramural Director.

Longevity increments of $75.00 will be provided after five (5) years, ten (10) years, and fifteen (15) years of continuous service in the same activity.

ARTICLE XVIII
Reimbursement for Tuition and Conferences

18.1 Teachers 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.
18.2 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.

18.3 Partial reimbursement of tuition costs shall be at the rate of $40.00 per graduate credit and shall be limited to no more than a total of nine (9) semester hours of credit during the school 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.

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

18.5 Any tenured classroom teacher who is assigned by the Personnel Office for the convenience of the Board to a teaching field requiring a
certificate other than the one he or she holds, will be reimbursed 100 percent of the tuition cost for certification in the new field or the cost for such credits at the University of Maryland, whichever is less.

18.6 Reimbursement for Professional Meetings. As a part of the inservice program for teachers in Harford County schools, provision is made for attendance at conferences which are closely related to the work of the individual teacher.

With the approval of his or her principal, a teacher may be absent for such experiences without loss of salary. Upon the recommendation of the principal and with the approval of the Deputy Superintendent, a teacher may also be reimbursed for registration fees and lodging expenses incurred in the conference attendance.

18.7 Teachers should submit requests for attending such conference at their earliest convenience in order to receive consideration. This consideration shall be based on the needs of the county program of instruction, of particular departments in local schools, and the educational advantage to be gained by the teacher.
ARTICLE XIX
Outside Activities

19.1 A Teacher As a Citizen. Teachers are entitled to campaign for candidates, run for and serve in public office, provided that no political activities interfere with any of the teacher’s duties.

19.2 A teacher may introduce matters concerning political issues, or controversial issues as they relate to relevant and appropriate course content provided the teacher shall make every effort to see that all sides are presented fairly. All statements of the teacher’s opinions shall be clearly identified as such.

19.3 Should a tenured teacher seek and/or be elected or appointed to a public office which would necessitate prolonged absence from the classroom he or she shall request, and the Board shall grant a leave of absence, without pay for no more than one year.

19.4 The personal life of a teacher is of appropriate concern to the Board only as it affects an improper relationship between the teacher and the school system.
19.5 **Supplemental Employment.** Teachers shall not engage in supplemental employment which results in conflicts of interest between the private interests of the teacher and his or her official duties and responsibilities.

19.6 Teachers shall not engage in the solicitation of business or the ordering or delivery of materials for financial gain while on school premises.

**ARTICLE XX**

**PROBATION, TENURE & EVALUATION**

20.1 Tenure in a Maryland school system is a protection granted to teachers who have satisfactorily passed a period of probationary service, to continue in a teaching position in the system. It requires that such teachers keep their professional teaching certificate in force and that dismissal be only for reasons specified in the State School Laws.

20.2 **Probationary Teachers.** The first two (2) years of employment is the probationary period. During each of these years a teacher shall be observed at least four (4) times by more than one qualified person as determined by the Superin-
tendent. Upon the request of a teacher, a supervisor shall provide for a demonstration of the classroom technique or procedure in question. All observations of a classroom teaching performance shall be conducted openly.

20.3 Administrators and/or supervisors shall hold formal evaluation conferences each semester with all teachers in their first and second year in Harford County. At that time, if appropriate, the teacher shall be advised by the principal that the principal will recommend that the teacher not be retained in the system.

20.4 A written statement of evaluation will be prepared and reviewed with the teacher within a reasonable time after each formal evaluation conference. In the event that the teacher feels his or her evaluation is incomplete or unjust, he or she will append an addendum giving his or her point of view. The evaluation is, however, to be signed by the teacher; this signature means only that the teacher read the evaluation. A copy of this evaluation and addendum shall be filed in the school office, a copy shall be placed in the evaluation file in the Personnel Office, and a copy shall be given to the teacher.

20.5 Probationary teachers who will not be retained will receive notice in writing before May 1. For individuals employed on or after
January 1 the notification date shall be not later than sixty (60) days prior to the anniversary date of employment of the first year or not later than sixty (60) days prior to the second anniversary date of employment.

20.6 **Tenured Teachers.** Tenured teachers will receive formal evaluation conferences at least by the end of their fifth year in Harford County and at the minimum rate of once every five (5) years thereafter. All observations of a classroom teaching performance shall be conducted openly.

20.7 **Principals and/or supervisors** shall hold the formal evaluation conferences. After the conferences, a written statement of evaluation will be prepared and reviewed with the teacher within a reasonable time. Any material presented at the conference which was not previously known to the teacher shall be reviewed by the principal and the teacher before it may be entered into the written evaluation.

20.8 In the event that the teacher feels his or her evaluation is incomplete or unjust, he or she will append an addendum giving his or her point of view. The evaluation is, however, to be signed by the teacher. This signature does not indicate approval. A copy of this evaluation and addendum shall be placed in the evaluation file in the Personnel Office, and a copy shall be given to the teacher.

20.9 A teacher shall be able, upon appoint-
ment and with or without an associate, to review the contents of the evaluation file and the personnel file concerning themselves. This review shall not include confidential material such as reference letters or basic data received in the course of initial employment.

20.10 Complaints of a serious nature which shall be included in the personnel file of the teacher shall be brought to the attention of the teacher so that he or she may respond to them.

20.11 A teacher may, upon request, attach a signed and dated addendum to these documents to which he or she has access.

ARTICLE XXI
Discipline

21.1 The Board of Education supports the need for each class to be a good learning environment free from interference from seriously disruptive pupils. All schools are urged to use their resources of successful professional experience, staffing allotment, and materials of instruction in the development of ways to help and to control the seriously disruptive child.

21.2 Maintenance of Classroom Control and Discipline. When, in the professional judgement of a teacher, a student is, by his or her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student temporarily from the classroom and refer him or her to the principal or his or her designee.
21.3 The teacher shall receive, except under extenuating circumstances, a report concerning the disposition of the case from the principal or his or her designee.

21.4 If the student is returned to class prior to transmittal of a report, the teacher shall expect and see, without neglecting regularly assigned teaching responsibilities, the report from the principal or his or her designee when the disposition of the case is made.

21.5 Any teacher threatened with physical abuse in connection with his or her employment shall immediately report the incident in writing to his or her principal or his or her designee. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner.

ARTICLE XXII
Certification

22.1 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 pro-
essional assignment and/or anticipated assign-

or

3. completed a planned program of 30 credit hours relevant to the professional assignment and/or anticipated assignment.

Different requirements apply to vocational teachers.

22.2 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 Director of Personnel.

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. No courses completed more than ten (10) years prior to the plan may be included.

6. The plan itself must receive prior approval from the supervisor who works 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 are asked to use the prepared form available from the Personnel Office in submitting their plans for study for approval.

22.3 **Planned Program of Study Beyond the Master’s Degree.** The Board has approved increments for teachers who complete approved programs of study beyond the Master’s degree. The purpose of the increments is to encourage teachers to continue in their studies in order that their work with children and youth may continue to increase in effectiveness.

22.4 The completion of college or university supervised programs which yield a 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. Teachers 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 teacher’s advisor or other college official stating that the courses involved constitute a part of a definite program leading to the Doctor’s degree.

22.5 Teachers 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.

22.6 General Statement

1. The program must be planned to fulfill some acceptable professional objective and be related to the teacher’s present or prospective teaching 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. In general, the programs for secondary school teachers should include no more than two (2) areas of study.

4. In general, the programs for elementary school teachers should include no more than three (3) areas of study.

5. The plan itself must receive prior approval from the teacher’s supervisor, principal, and the Director of Personnel.

6. Only courses taken within the ten (10) years prior to the submission of the plan may be considered.

7. The planned program must be regarded as being flexible enough to allow for reasonable substitutions in courses or subjects to be taken.
8. The planned program will have to be subject to review in the light of new information and new developments.

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

22.7 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 XXIII
Personal Rights

23.1 No teacher shall be reduced in compensation or reduced in rank with a resulting reduction in compensation for arbitrary or capricious reasons.

*23.2 The teacher is recognized as the person with primary responsibility for determining the grades for the students in his or her class.

*23.3 Teachers’ Citizenship Rights. The Board of Education recognizes the citizenship rights of teachers. Should any section of this agreement be held to be violative of a teacher’s citizenship rights under the law by a court of competent jurisdiction, such section of this agreement shall be deemed null and void.

*23.4 Second Class Certificate. A teacher being considered for second class certification
shall receive prior notice and be afforded a reasonable time to reach an acceptable standard of performance before the decision is made to reclassify his or her certificate to second class.

*23.5 Self-Protection. A teacher may, in accordance with the law, apply such amount of force as is reasonable and necessary for the purpose of self-defense.

*23.6 The Board and the Association agree not to interfere with the right of the teacher to join and participate in the Association or not to join the Association.

*These provisions are not subject to the grievance procedure.

ARTICLE XXIV
Councils and Committees

24.1 Faculty Advisory Committee. A Faculty Committee composed of teachers shall be established in each school upon the majority vote of all teachers in that school. The election shall be conducted by the principal in September and the election shall be by secret ballot.

24.2 The committee will consist of not less than three (3) members nor more than fifteen (15) members.

24.3 Members of the committee shall be elected in each school during the month of Sep-
tember and shall serve through June 30. In case of resignation, transfer, or other reason an elected member cannot serve, a special election shall be conducted to choose a successor.

24.4 The purpose of the Faculty Committee will be to advise the principal with reference to procedures for the operation of that school.

The principal shall meet with the Faculty Committee at mutually agreeable times upon the call of either the Faculty Committee or the principal, but not later than ten (10) school days from the date of request. The principal shall consider the advice of the committee and may submit topics to that committee for their study and advice.

24.5 **Advisory Instructional Council.** The Superintendent will appoint an Instructional Council whose composition will include teacher representation.

**ARTICLE XXV**

**Health and Safety**

25.1 The Harford County Public Schools has the responsibility to provide safe school facilities and to maintain them in a safe and adequate manner. Teachers are obligated to report any condition affecting the health and/or safety of pupils or employees of the Harford County Public Schools to the principal of the school where such condition is observed so that appro-
appropriate action can be instituted by the principal within a reasonable time.

25.2 Teachers shall not be required to search for explosives.

25.3 Teachers will cooperate fully in filling out "Standard Accident Report" forms so that the appropriate data can be gathered for use in a systematic accident prevention program.

25.4 **Health Report.** Each school will develop and maintain a list of those students whose parents or physicians have notified the school of a significant health problem which requires exceptional consideration in dealing with the student. This list will be available to review by all teachers, and it will be the responsibility of all teachers to avail themselves of the health records of the listed students with whom they will be involved.

25.5 The confidentiality of this recorded information will be preserved by those who have access to it.

**ARTICLE XXVI**

**Reduction in Force**

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

1. Nontenured teachers holding provisional certificates
2. Nontenured teachers holding regular certificates
3. Tenured teachers

At such time when teachers in the above categories are to be separated when all other factors are equal the length of continuous service in Harford County Public Schools, appropriate certification and ability to teach the available grade levels or subject areas shall be the determining factor.

The regularly certificated teachers who are separated shall be placed on a priority recall list for a period of two years and shall be recalled in inverse order of their separation when appropriate positions become available.

A teacher on the priority recall list shall be notified in writing of any vacancy which occurs in his or her field of certification and shall indicate in writing within ten (10) days of the receipt of the letter his or her acceptance or rejection of the position. If the teacher rejects the position or cannot begin the new assignment within thirty (30) days from the date of notification, the teacher shall be deemed to have waived his or her rights to recall.

Leaves of absence will not be regarded as a break in the continuity of service although leave time will not count as active service.
The layoff and recall provisions of this article are subject to such Equal Employment Opportunity Commission guidelines or other employment programs as required of or adopted by the Board of Education in order to maintain existing or required staff balance.

Any action taken under this policy will not be subject to the grievance procedure; however, it shall be subject to the administrative complaint procedure.

ARTICLE XXVII
Miscellaneous

27.1 **Textbooks and Materials of Instruction.** Opportunity will be made for teachers to recommend the instructional materials which they will utilize in working with students.

27.2 **Parking.** A reasonable portion of the parking lot at each school will be designated for teachers.

27.3 **Recommendations on New Facilities.** Recommendations regarding new schools will be sought. Provision will be made for classroom teachers to serve on the Educational Specifications Committee.

27.4 **Final Report Cards.** Each school shall have the option of either mailing the final report card during the week following the close of school, or presenting the report card to the child on the last day of school.
27.5 The Board shall continue, within budgetary limits, to provide adequate classroom space, classroom furniture, teacher furniture and equipment, and supplies and materials so that high level professional teaching can take place in the classrooms of the county. The supply and equipment needs of each teacher shall be surveyed by the principal. The principal shall requisition such materials, within budgetary limits, through standard procedures in effect throughout the school system.

27.6 Carts will be provided in each school where necessary to be used by floating teachers to move materials and supplies. Each school shall continue to be provided with serviceable duplicating equipment and supplies of duplicating material to the extent of available funds.

27.7 **School Phones.** A public pay telephone shall be provided at an appropriate location within each school.

27.8 Report card comments for third and fourth marking periods shall be optional at the elementary level unless the reporting system is changed to a conference or comment system.

27.9 The date and time for conferences which are scheduled beyond the duty day shall be mutually agreed upon by the parties concerned.
27.10 **Travel Reimbursement.** Teachers shall be reimbursed for travel, which has been approved by the superintendent, at the rate of 22¢ per mile.

### ARTICLE XXVIII

**Duration**

28.1 This agreement shall take effect on July 1, 1983, and shall remain in full force and effect through June 30, 1984, 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.

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HARFORD COUNTY PUBLIC SCHOOLS

SALARY SCHEDULE FOR CERTIFICATED TEACHERS

Effective July 1, 1983

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<th>Year of Experience</th>
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<th>Bachelor's Degree with Advanced Professional Certificate</th>
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Professional employees having an earned Doctor's Degree shall receive a salary differential of $500 to be added to the appropriate step of the Master's Plus 30 salary schedule.

Teachers who have completed 20, 25, and 30 years of actual service in Harford County shall receive $300 longevity increments at each level.

Teachers with Provisional Certificates and Master's Degrees are paid on the Provisional salary schedule plus $200.

Newly appointed teachers shall receive salary credit up to two (2) years of active service in the Armed Services.
# HARFORD COUNTY PUBLIC SCHOOLS

## SALARY SCHEDULE FOR CERTIFICATED TEACHERS

**Effective February 1, 1984**

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Professional employees having an earned Doctor's Degree shall receive a salary differential of $500 to be added to the appropriate step of the Master's Degree schedule.

Teachers who have completed 20, 25, and 30 years of actual service in Harford County shall receive $300 longevity increments at each level.

Teachers with Provisional Certificates and Master's Degrees are paid on the Provisional salary schedule plus $200.

Newly appointed teachers shall receive salary credit up to two (2) years of active service in the Armed Services.