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TO: Members of the State Board of Education
FROM: Nancy S. Grasmick *Nancy*
DATE: June 22, 2010
SUBJECT: COMAR 13A.07.02.01(B) (AMEND)
Terms of Employment
PERMISSION TO PUBLISH

PURPOSE:

The purpose of this item is to request your adoption of a proposed change to COMAR 13A.07.02.01, Terms of Employment; this regulation specifies the regular employment contract for teachers. The proposed amendment reflects legislation enacted by the General Assembly and signed May 4, 2010 by the Governor as part of The Education Reform Act, 2010 extending the period of tenure in Maryland to three years.

BACKGROUND INFORMATION:

The Education Reform Act 2010 reflects many initiatives that will take Maryland into a third phase of reform; one change brought about through this legislation is extending the teacher tenure period from two to three years. The length of tenure is one aspect of the regular teacher contract, which is contained in COMAR 13A.07.02.01. Adopting the proposed amendment will update the regulation to be consistent with the Education Reform Act 2010 as enacted. Doing so immediately will enable local school systems to execute contracts that are aligned with the new statute governing teacher tenure with teachers being hired after July 1, 2010. A copy of the proposed COMAR amendment is attached.

EXECUTIVE SUMMARY:

In order to align Maryland's teacher contract language concerning the period of tenure with the recently enacted Education Reform Act, COMAR 13A.07.02.01 (B) must be amended to reflect the new three-year period of tenure specified in statute. Since school systems are hiring teachers throughout the summer, the need for this change is urgent to ensure that new teachers sign a contract with the new tenure period. Thus, this proposal is made as an emergency regulatory change. Proposed 13A.07.02.01(B) does not have any economic impact, nor does it have any impact on individuals with disabilities. There is no corresponding federal standard for this proposed action.

ACTION:

I am requesting permission to publish COMAR 13A.07.02.01, Terms of Employment.

NSG: jes

Attachments

Title 13A STATE BOARD OF EDUCATION

Subtitle 07 SCHOOL PERSONNEL

Chapter 02 Terms of Employment

Authority: Education Article, §§2-205[(n)], 4-103, 4-204(a), 6-201, 6-202, and 6-302; State Personnel and Pensions Article, §§22-406 and 23-407; Annotated Code of Maryland

B. Regular (Teacher's) Contract.

(1) Except as provided in §C of this regulation, for employees who hold professional certificates, the form entitled "Regular Contract" shall be used and others may not be recognized.

(2) The following is the approved form:

REGULAR CONTRACT

STATE OF MARYLAND, COUNTY OF _____

IT IS HEREBY AGREED by and between the LOCAL BOARD OF EDUCATION OF _____ COUNTY and _____ that the said certificated employee shall be and is hereby employed in the public schools of the said County subject to assignment by the Local Superintendent or transfer to some other position with the County, provided that if the transfer be made during the school year or after the opening of the school for any year, the salary shall not be reduced for the remainder of the year. The salary of said certificated employee shall be fixed by the Local Board of Education which salary shall be not less than the minimum salary provided by law.

The term "school year" as used in this contract means the period of time the certificated employee is obligated to perform duties (teaching and nonteaching) under his or her assignment for a local school system.

AND IT IS FURTHER AGREED that the certificated employee named herein shall become a member of the Teachers' _____ * of the State of Maryland, if eligible, as of date on which his/her service begins.

AND IT IS FURTHER AGREED that the said certificated employee will not rescind an employment contract with the local school system after July 15 except in case of emergency, of which the Local Board of Education shall exercise judgment on a reasonable basis.

AND IT IS FURTHER AGREED that the said certificated employee will perform all duties required by the rules and regulations of the Local Board of Education and the State Board of Education.

AND IT IS FURTHER AGREED that:

(a) Except as provided in subparagraphs (c)-(d) below, the probationary period of employment of a certificated employee in a local school system shall be three years from the date of employment.

(b) [Except as provided in subparagraphs (b)—(e) below,] [e] **Either** of the parties to this contract may terminate it at the end of the first, [and] second, **or third** school year or on the **first, second, or third** anniversary date of employment in regard to employees hired after January 1 following the commencement of a school year by giving notice in writing to the other, as of the following dates:

(i) In the case of employees employed before January 1 following the commencement of a school year, not later than May 1 [of that year or of the second year];

(ii) In the case of employees employed on or after January 1 following the commencement of a school year, not later than June 15 [of that year or of the second year], or not later than sixty (60) days prior to the **first, second, or third** anniversary date at the discretion of the Local Board of Education.

Notwithstanding (i) above to the contrary, in the case in which the Board of Education must effect a reduction in force because a position must be abolished as a result of budgetary action by the local appropriating authority on or after May 1, notice must be given to the employee within 15 days following final action by the appropriating authority or June 30, whichever is earlier.

[(b) The probationary period of a certificated employee in a public school system hired on or after July 1, 1999, may be extended for a third year from the date of employment if the certificated employee does not qualify for tenure at the end of the second year based on established performance evaluation criteria, and the employee demonstrates a strong potential for improvement.

(c) In order to extend the probationary period as provided in (b) above, the Local Board of Education shall give notice of such extension to an employee employed before January 1 following the commencement of a school year, not later than May 1 of the second year, and to an employee employed on or after January 1 following the commencement of a school year, not later than June 15 of the second year, or not later than 60 days prior to the second anniversary date, at the discretion of the Local Board of Education.

(d) If the probationary period is extended as provided in (b) and (c) above, the local school superintendent or designee shall assign a mentor to the employee and shall evaluate the employee at the end of the third year based on established performance evaluation criteria.

(e) A third-year probationary contract may be terminated by either party at the end of the third year by giving notice in writing as of the dates specified in subparagraph (a) above.]

(c) A certificated employee who has achieved tenure in a local school system and moves to another local school system shall retain tenure in the new local school system under the following conditions:

(i) The employee's contract is renewed after one year of probationary employment in the local school system to which the employee relocated;

(ii) The employee's final evaluation rating in the local school system from which the employee departed is "satisfactory" or better; and

(iii) There has been no break in the employee's service between the two local school systems of longer than one year.

(d) A certificated employee's probationary period in a new local school system, specified in subparagraph (c) above, may be extended for a second year from the date of employment if:

(i) The employee does not qualify for tenure at the end of the first year based on established performance evaluation criteria; and

(ii) The employee demonstrates a strong potential for improvement.

AND IT IS FURTHER AGREED that if the certificated employee named herein wishes to vacate his or her position after becoming tenured, thirty days' notice in writing shall be given the Local Board of Education prior to the beginning of his or her next school year but not later than July 15, except in case of emergency, of which the Local Board of Education shall exercise judgment on a reasonable basis.

If any of the conditions of this contract shall be violated by the certificated employee named herein, salary already accrued will be forfeited, in the discretion of the Local Board of Education.

This contract shall continue from year to year, subject to the foregoing conditions. The Local Board of Education, pursuant to the provisions of §6-202 of the Education Article of the Annotated Code of Maryland, as amended, may suspend or dismiss the employee at any time, upon the recommendation of the Local Superintendent, for immorality; misconduct in office, including knowingly failing to report suspected child abuse in violation of §5-701 et seq. of the Family Law Article; insubordination;

incompetency; or willful neglect of duty, provided that the charge or charges be stated, in writing, to the employee, and that the employee be given an opportunity to be heard by the Local Board of Education upon not less than 10 days' notice with the right to bring counsel and witnesses, if so desired. An appeal may be made to the State Board of Education within 30 days of the decision of the Local Board of Education.

This contract shall automatically terminate if the employee ceases to hold a professional certificate.

This contract is made in accordance with the provisions of the School Law, and is subject to §§2-205[(n)], 4-103, 4-204(a), 6-201, 6-202, and 6-302 of the Education Article of the Annotated Code of Maryland, and any amendments thereto, and will be filed among the records of the Local Board of Education.

The said certificated employee on his or her part hereby accepts said employment, to take effect on the _____ day of _____, 20___. Date of signing this contract _____, 20__.

WITNESS OUR HANDS:

Secretary, Local Board of Education

Certificated Employee