



# REGULAR CONTRACT

(COMAR 13A.07.02.01B of the State Board of Education)

STATE OF MARYLAND,  
COUNTY OF HOWARD

**IT IS HEREBY AGREED** by and between the LOCAL BOARD OF EDUCATION OF HOWARD 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' pension plan system 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) Either of the parties to this contract may terminate it at the end of the first, 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;

(ii) In the case of employees employed on or after January 1 following the commencement of a school year, not later than June 15, 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.

(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, 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 \_\_\_\_\_, \_\_\_\_\_.

Date of signing this contract \_\_\_\_\_, 20\_\_\_\_.

WITNESS OUR HANDS:

\_\_\_\_\_  
Secretary, Local Board of Education

\_\_\_\_\_  
Certificated Employee