

TO: Members of the State Board of Education

FROM: Carey M. Wright, Ed.D., Interim State Superintendent of Schools

DATE: March 26, 2024

SUBJECT: COMAR 13A.07.02.01 *Contracts*
PERMISSION TO PUBLISH



Purpose

The purpose of this item is to request permission to publish amendments to the Code of Maryland Regulations (COMAR) 13A.07.02.01 *Contracts* to reflect changes made to COMAR 13A.12 *Educator Licensure*.

Background

Under Maryland law, a state agency, such as the State Board of Education (SBOE), may propose an amendment to a regulation whenever the circumstances arise to do so. After the SBOE votes to propose an amendment, the proposed regulation is sent to the Administrative, Executive, and Legislative Review (AELR) Committee for a 15-day review period. If the AELR Committee does not hold up the proposed regulation for further review, it is published in the Maryland Register for a 30-day public comment period. At the end of the comment period, the Maryland State Department of Education (MSDE) staff reviews and summarizes the public comments. Thereafter, MSDE staff will present a recommendation to the SBOE to either: (1) adopt the regulation in the form it was proposed; or (2) revise the regulation and adopt it as final because suggested revision is not a substantive change. At any time during this process, the AELR Committee may stop the promulgation process and hold a hearing. Thereafter, it may recommend to the Governor that the regulation not be adopted as a final regulation or the AELR Committee may release the regulation for final adoption.

In November and December 2023, the Professional Standards and Teacher Education Board and SBOE, respectively, repealed and replaced COMAR 13A.12 *Educator Certification*. The new regulations, which become effective on April 1, 2024, transition from the term “certification” to “licensure.” As such, MSDE is recommending that all references to “certification” and “certificate” in COMAR 13A.07.02.01 *Contracts*, be amended to “licensure” and “license.”

Executive Summary

Code of Maryland Regulation 13A.07.02.01 *Contracts* establishes the language of the Regular and Provisional Contracts. The purpose of these amendments is to remove references to “certification” and “certificate” and replace them with references to “licensure” and “license.”

Action

Request permission to publish amendments to COMAR 13A.07.02.01 *Contracts*.

Attachment

COMAR 13A.07.02.01 *Contracts*

.01 Contracts.

A. Contracts To Be In Writing. All contracts with [certificated] licensed professional employees shall be in writing and on contract forms prescribed by the State Board of Education. The contract shall be signed by the [certificated] licensed professional employee and the secretary of the local board of education, and when so signed shall be filed by the secretary in the office of the Board.

B. Regular (Teacher's) Contract.

(1) Except as provided in §C of this regulation, for employees who hold professional [certificated] licenses, 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] licensed 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] licensed 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] licensed 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] licensed 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] licensed 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] licensed 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] licensed 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] *licensed* 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] *licensed* 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] *licensed* 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] *licensed* 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] *license*.

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] licensed 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] Licensed Employee

C. Provisional Contract. For employees who hold conditional [or] resident teacher [certificated] licenses the form entitled "Provisional Contract For Conditional or Resident Teacher [Certificated] License Holders" shall be used, and no others shall be recognized. The following is the approved form:

PROVISIONAL CONTRACT FOR CONDITIONAL OR RESIDENT TEACHER [CERTIFICATED] LICENSE HOLDERS
STATE OF MARYLAND, COUNTY OF _____

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

The term of this contract shall extend from the date of its signing until the thirtieth day of June next succeeding said date of signing, and this contract shall automatically terminate and expire on the thirtieth day of June next succeeding the date of its signing.

AND IT IS FURTHER AGREED that the teacher named herein shall become a member of the Teachers' * of the State of Maryland as of date on which his/her teaching service begins.

AND IT IS FURTHER AGREED that the said [certificated] licensed employee will not vacate the position to which assigned during any school year, except in case of emergency, of which the Local Board of Education shall judge.

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

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

Anything to the contrary notwithstanding, this contract shall terminate if the employee ceases to hold or fails to comply with the requirements for maintaining a teacher's Conditional or Resident Teacher [Certificate] License. However, if the employee is provided a Professional [Certificate] License during the school year for which this contract is in effect, the employee's employment shall continue to be governed by the terms of this contract until its June 30th termination date. If the local board employer determines to offer the employee for the subsequent school year a regular contract then in force according to the regulations as promulgated by the State Board of Education, the employee shall be given credit toward tenure for years served as a conditional or resident teacher employee.

The said [certificated] licensed employee on his or her part hereby agrees to abide by the terms and restrictions of this contract and accepts said appointment, to take effect on the ____ day of _____, 20__ Date of signing this contract _____, 20__.

WITNESS OUR HANDS:

Secretary, Local Board of Education

[Certificated] Licensed Employee

*Type "Retirement System" or "Pension Plan System", as applicable.