

BALTIMORE CITY PUBLIC SCHOOLS  
Baltimore, Maryland 21202  
Office of  
The Superintendent of Public Schools

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DIVISION OF PERSONNEL

EMPLOYMENT CONTRACT  
GUIDELINES FOR  
TEACHERS

TO: Chief Financial Officer, Associate and Assistant Superintendents  
Executive Directors, Principals, and Heads of Central Office

FROM: Alice G. Pinderhughes, Superintendent of Public Instruction  
Wesley E. Baynes, Jr., Assistant Superintendent, Division of  
Personnel

**SUSPENSION and REVOCATION of a MARYLAND CERTIFICATE**

The State Board of Education has adopted new Regulations .10--.17 under Comar 13A.07.01 Certification. The purpose of this action is to make provisions for the suspension and revocation of certificates for school personnel.

**.10 Causes for Suspension and Revocation of a Maryland Certificate.**

Upon the recommendation of a local board of education or the Maryland Assistant State Superintendent in Certification and Accreditation, any certificate issued under these regulations may be suspended or revoked by the State Superintendent if the certificate holder:

A. willfully and knowingly:

- (1) makes a material misrepresentation or concealment in the application for a certificate, or
- (2) files a false report or record about a material matter in the application for a certification;

B. fraudulently or deceptively obtains a certificate;

C. is convicted of a crime involving:

- (1) child abuse or neglect,
- (2) contributing to the delinquency of a minor, or
- (3) moral turpitude if the offense bears directly on the individual's fitness to teach;

- D. has been dismissed by a local board of education for knowingly failing to report suspected child abuse in violation of the Family Law Article 5-903, Annotated Code of Maryland;
- E. has had the certificate suspended or revoked in another state within the past 5 years for a cause which would be grounds for suspension or revocation under A--D above;
- F. leaves employment of a local school system after the beginning of the school year without the consent of the county board and contrary to the provisions of the regular State Teachers' Contract set in COMAR 13A.07.02.01B. Only a suspension which may not exceed 365 days shall be the penalty for this action.

### CONTRACT PROVISIONS

In accordance with the Code of Maryland Regulations (COMAR) 13A.07.02.01, every teacher employed in the Baltimore City Public Schools has signed a contract of employment as prescribed by the Maryland State Board of Education.

In signing the contract, the employee has agreed to accept the terms of employment as outlined in the contract. The information listed below outlines the terms and conditions of each contract. Any violation of this agreement is grounds for the suspension of a Maryland certificate.

#### Regular Contract

An employee who holds a professional state certificate signs a regular contract. The regular contract is self-renewing. The contract states that "the employee will not vacate the position to which assigned during any school year, except in case of emergency, of which the Board of School Commissioners shall judge." The contract further states that either of the parties may terminate it at the end of the first and second year by giving notice in writing to the other in accord with the following dates:

- a) for employees employed before January 1 of a school year - not later than May 1 of that year or of the second year.
- b) for employees employed on or after January 1 of the school year - not later than July 1 of that year or of the second year, or not later than sixty days prior to the anniversary date at the discretion of the Board of School Commissioners.

After the second year of employment, if the employee wishes to vacate his or her position, thirty days' notice in writing shall be given the Board of School Commissioners on or prior to July 15, except in case of emergency. The Board of School Commissioners shall judge those cases qualifying as emergencies. The Board has established the period between June 30 and July 15 as the time during which it will accept resignations without penalty.

## Provisional Contract

A provisional contract is for an employee who holds a provisional state certificate. The provisional contract must be renewed each year. State practice indicates that the term of this contract shall extend from the date of its signing until the next thirtieth day of June succeeding the date of signing, and shall automatically expire on the next thirtieth day of June succeeding the date of its signing.

## BALTIMORE CITY PUBLIC SCHOOLS RESIGNATION GUIDELINES and SUMMARY

Effective July 1, 1988 any teacher who violates the contract of employment with the Baltimore City Public Schools will be recommended to the state superintendent for suspension of his or her Maryland teaching certificate. If the state superintendent endorses this recommendation, notification regarding the suspension action will be sent to all school districts in Maryland and to all other state authorities having responsibility for the issuance of certificates for school personnel. In addition, any employment references issued will indicate a violation of contract with the Baltimore City Public Schools.

Letters of resignation will not be accepted between July 15 and June 30 of the next succeeding year.

Any teacher who wishes to be released from his or her contract must make the request in writing to the Assistant Superintendent, Division of Personnel thirty days prior to the requested date of release (ten days, in cases of extreme emergency). The request for release should include:

- Name, Social Security Number, Payroll Location
- Specific reason for the request  
In emergency cases, the employees must be willing to document the nature of the emergency and supply any supporting statements required.

The Resignation Review Committee will review the request at its next scheduled meeting. The decision of the committee will be sent to the employee within ten days of the decision.

If the superintendent's decision is not to release the employee from the contractual agreement, the employee is expected to work until the end of the contract year.

If the employee leaves employment prior to the dissemination or in defiance of the superintendent's decision, the employee will be charged with abandonment of position and recommended for dismissal.

Within 10 days of the date of notification, the employee may appeal the superintendent's decision in writing, to the Personnel and Credentials Committee of the Board of School Commissioners.

The board's decision shall be final.

BALTIMORE CITY PUBLIC SCHOOLS  
REGULAR CONTRACT

STATE OF MARYLAND,  
CITY OF BALTIMORE

IT IS HEREBY AGREED by and between BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY and \_\_\_\_\_ that the said certificated employee shall be and is hereby employed in the public schools of the said City as \_\_\_\_\_ subject to assignment by the Superintendent of Public Instruction or transfer to some other position with the City, 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 Board of School Commissioners which salary shall be not less than the minimum salary provided by law.

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

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

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

AND IT IS FURTHER AGREED that either of the parties to this contract may terminate it at the end of the first and second school year by giving notice in writing to the other, as of the following dates: (a) In the case of employees employed before January 1 of a school year, not later than May 1 of that year or of the second year, (b) in the case of employees employed on or after January 1 of a school year not later than July 1 of that year or of the second year, or not later than sixty (60) days prior to the anniversary date at the discretion of the Board of School Commissioners. Paragraph (a) to the contrary notwithstanding, in the case in which the Board of School Commissioners 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.

AND IT IS FURTHER AGREED that if the certificated employee named herein wishes to vacate his or her position after the second year, thirty days' notice in writing shall be given the Board of School Commissioners on or prior to July 15, except in case of emergency, of which the Board of School Commissioners shall judge.

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 Board of School Commissioners.

This contract shall continue from year to year, subject to the foregoing conditions. The Board of School Commissioners, 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 recommendation of the Superintendent of Public Instruction, for immorality, misconduct in office, 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 Board of School Commissioners 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 Board of School Commissioners.

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 8-302 of the Education Article of the Annotated Code of Maryland, and any amendments thereto, and will be filed among the records of the Board of School Commissioners.

The said certificated employee on his or her part hereby accepts said employment, to take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Date of signing of this contract \_\_\_\_\_, 19 \_\_\_\_.

REPLACEMENT  
DATE

WITNESS OUR HANDS:

\_\_\_\_\_  
Superintendent of Public Instruction

S  
C

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

BALTIMORE CITY PUBLIC SCHOOLS  
CONTRACT-PROVISIONAL CERTIFICATE

STATE OF MARYLAND,  
CITY OF BALTIMORE

IT IS HEREBY AGREED by and between the BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY and \_\_\_\_\_ that the said certificated employee shall be and is hereby employed in the public schools of the said City as \_\_\_\_\_, subject to assignment by the Superintendent of Public Instruction or transfer to some other position within the City, 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 employee shall be fixed by the Board of School Commissioners, which salary shall be not 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 employee will not vacate the position to which assigned during any school year, except in case of emergency, of which the Board of School Commissioners shall judge.

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

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 Board of School Commissioners. The Board of School Commissioners 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 Superintendent of Public Instruction, for immorality, misconduct in office, 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 the opportunity to be heard by the Board of School Commissioners 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 Board of School Commissioners.

Anything to the contrary notwithstanding, this contract shall terminate if the employee ceases to hold a teacher's Provisional Certificate, provided, however, that if said employee is provided a Professional Certificate, his employment shall be governed by the Regular Contract then in force according to the Bylaws as promulgated by the State Board of Education; and such employee shall be given credit toward tenure for years served as a provisional employee.

The said certificated 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 \_\_\_\_\_, 19 \_\_\_\_.

Date of signing of this contract \_\_\_\_\_, 19 \_\_\_\_ X; PLEASE WRITE  
IN TODAY'S DATE

WITNESS OUR HANDS:

\_\_\_\_\_  
Superintendent of Public Instruction

SIGN  
HERE X

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