

CONTRACT

AGREEMENT BETWEEN
**Montgomery County
Education Association**

AND

**Board of Education of
Montgomery County**
ROCKVILLE, MARYLAND

SCHOOL YEARS 2021 - 2022

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Preamble

The parties to this Agreement believe that a high-quality education is a fundamental right of every child. All children can learn. We have the responsibility to preserve the right of all students to succeed and to promote success for every student. We further recognize and greatly appreciate the extraordinary commitment of all school employees and the efforts they make every day to meet the needs and promote the best interests of students. We dedicate ourselves to a shared commitment to the four goals of MCPS, as expressed in *Our Call to Action: Pursuit of Excellence*.

A Compact for Collaboration

This negotiated Agreement between Montgomery County Public Schools (MCPS) and the Montgomery County Education Association (MCEA). It is much more than a contract that describes the wages, hours, and working conditions of the unit members covered by it.

School systems across the country that have made progress in improving the quality of teaching and learning—the key to improving student performance—have done it by creating a culture of ownership and participation by teachers and other staff in the development of strategies for improvement. We believe that a culture of ownership must include supportive, collaborative relationships among teachers, principals, and other staff, and structures that facilitate institutional collaboration.

MCPS is committed to creating organizational structures and processes that solidify the collaborative relationship between MCPS and the teachers' representative organization, MCEA, so that all parties will work together to do what is best for students.

This Agreement describes a relationship of collaboration being forged between the teachers' union and the school system, dedicated to the continuous improvement of the quality of education in Montgomery County Public Schools. "Continuous improvement" in an educational setting vests employees closest to the work done with students with the shared responsibility to decide how that work is to be done. For the union, taking responsibility for the improvement of the quality of teaching and learning represents an expanded role in public education. For the administration, nurturing a partnership with the union dedicated to the improvement of instruction, schools, and the school system has become a priority.

In effect, this Agreement becomes a compact that defines how we work together in the best interest of students. We commit to work together to obtain and/or realign resources necessary to implement the goals and concepts described throughout this Agreement.

ARTICLE 1 RECOGNITION

- A. The Board recognizes the Association for purposes of negotiation as the exclusive negotiating agent for all unit members with regard to all matters relating to salary, wages, hours, and other working conditions.
- B. The Association recognizes the Board as the legally constituted body required by the state of Maryland, providing that the Board of Education of Montgomery County shall perform the functions of county boards of education as provided by state law, and shall have power to adopt bylaws for regulation and administration of schools within the county not inconsistent with state law and not in violation of the current negotiated Agreement.
- C. The Association recognizes its responsibility to represent, fully and equally without discrimination, all the members of the unit in all the relations necessary in the administration of this Agreement.
- D.
 1. The Board of Education of Montgomery County shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement, unless there is a substantial business or professional reason for so doing.
 2. In addition, if the Board is contemplating subcontracting any bargaining unit work, the Association shall be given sufficient advance notice of such plans so that it shall have ample opportunity to meet with the Board before such a decision is put into effect.

ARTICLE 2 SCHOOL BOARD AUTHORITY

The Association recognizes that, subject to the provisions of this Agreement, the Board of Education and the superintendent of schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibility to control, supervise, and manage the Montgomery County public schools under applicable law, rules, and procedures.

ARTICLE 3 ASSOCIATION RIGHTS & PRIVILEGES

- A. There will be no reprisals of any kind taken against any unit member because of the unit member's membership or nonmembership in the Association or participation in any of its legal activities.
- B. The Board of Education and the superintendent agree to meet with the Association's Board of Directors at mutually agreed-upon times to discuss matters of interest and concern. The Association's Board of Directors will submit items to be included on the agenda five working days prior to the meeting.
- C. The Association's Board of Directors will meet with the superintendent at least once a month during the term of this Agreement to review and discuss matters of mutual concern and the administration of this Agreement.
- D.
 1. Association officers and/or representatives will be permitted to draw on a bank of 500 full paydays in each year of this Agreement. Such leave will be granted in accordance with the current procedures established by the superintendent.
 2. If negotiation meetings between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will have their leave charged to the Association's leave bank to permit their participation.
 3. The Board will grant up to two hundred and fifty (250) days of Union Business Leave for use by MCEA members who are elected as representatives to the Annual Convention of the Maryland State Education Association (MSEA), for purposes of participating in the Convention, in years when the Board schedules the Friday of the Convention as an instructional day.
- E.
 1. The president of the Association will be granted leave during the term of this contract.
 2. The president of the Association will, on a fully reimbursable 12-month employment basis at no cost to MCPS, be paid by the Board and covered under the appropriate retirement plan and the employee benefit package plan.
 3. The president of the Association will have the right to receive step increases, as provided by the policies and procedures of the Board of Education, which will be the same as if the president had remained in the position from which leave was granted. Upon return to MCPS employment, the president will be granted credit on the salary schedule for the term of this Agreement. Sick leave may not be used or earned while on leave.

- F. The Association will receive a copy of the official Board agenda by e-mail prior to each meeting and a copy of the Board minutes after their approval by the Board.
- G. 1. The Association will have the right to use school buildings for any legal purpose without cost for meetings with the faculties of such buildings. In addition, the Association may schedule meetings of more than one school faculty or their representatives in school buildings, without cost, when building services staff is normally on duty, one or more times per month. Any damage in excess of normal wear will be paid for by the Association within 30 days. Nonpayment will result in abrogation of this Section of Article 3.
- 2. There will be one bulletin board of appropriate size reserved for the Association, in each work site, for displaying notices, circulars, and other material. Copies of all materials to be posted will be given to the building principal, but no approval will be required prior to this posting. Use of the bulletin board to display material detrimental to the goals and activities of MCPS is expressly prohibited.
- 3. Use of the interschool mail facility is authorized to distribute official Association material. Printed materials or literature indicating MCEA's position concerning any candidate for public office may not be distributed through the interschool facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Use of the interschool mail facility will be in accordance with procedures established by the superintendent. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.
- 4. Association will be provided with the names and addresses of all new unit members as they are contracted.
- H. The privileges granted in Sections D through L of this Article will continue, unless the Association strikes.
- I. The Association will be provided with an hour during the orientation program for newly employed teachers to use for Agreement orientation.
- J. The Association will have online access to the annual directory without cost to the Association, and 50 copies of each issue of the Advocate will be provided without cost to the Office of Employee Engagement and Labor Relations.
- K. The Board agrees to include the Association's headquarters as a regular interschool mail stop, provided that MCEA complies with MCPS regulations on this subject.
- L. Except for Section F, the rights and/or privileges granted to the Association in this Agreement will not be granted to any other unit member group or employee organization,

as defined in Section 6-401(b) of the Education Article of the Annotated Code of Maryland, during the term of this Agreement, except as may be required by law.

4 ARTICLE

NEGOTIATION PROCEDURES

- A. 1. Twelve months prior to the expiration of the Agreement, the parties will meet to establish negotiation procedures. Such procedures shall include, but not be limited to: meeting dates and times, locations, limitation on the number of team members, consultants and/or facilitators, and/or observers, tentative Agreement procedures, communications to the press and public, expense sharing of third party neutrals, and procedures for joint union bargaining (if agreed upon). The parties may also discuss and establish other procedures.
- 2. This Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.
- 3. The Board of Education will not select unit members covered by this Agreement for its negotiating team nor will it select unit members covered by this Agreement to be in its negotiations group.
- B. **Impasse Procedures**
Should either party determine an impasse exists, the procedures as provided for in Section 6-408 of the Education Article of the Annotated Code of Maryland relating to impasse shall be followed.
- C. 1. **Full Agreement.** It is agreed and understood by the parties hereto that this Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Section 6-408 of the Education Article of the Annotated Code of Maryland and that this Agreement shall be given full force and effect by said parties for the entire term thereof.
- 2. **Fiscal Authority Decisions.** If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. Any resolution jointly reached through renegotiation will constitute the final Agreement between the parties. In the absence of agreement the Statute and any relevant interpretive decisions will control.
- D. **Impact Negotiations**
 - 1. MCEA retains the right to invoke negotiation procedures when unilateral changes to working conditions occur.

2. Upon MCEA's request, MCPS will begin impact negotiation proceedings within ten duty days of the date of the initial request. An alternate timeline can be mutually agreed to in writing by both parties.

5 ARTICLE

GRIEVANCE PROCEDURE

A. Definitions

1. A **grievance** is hereby defined to mean a dispute concerning the meaning, interpretation, or application of any of the provisions of this Agreement, except where this Agreement states otherwise.
2. A **grievant** is the person or persons making the claim.
3. A **party in interest** is either the person or persons making the claim and any person who might be required to take action or the person or persons against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may occur in the administration of the Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate member of the administration. Such grievance may be adjusted without intervention of the Association, providing that the adjustment is not inconsistent with the terms of this Agreement. The Association shall be notified and/or provided the right to be present any time an adjustment is made as a result of the informal level discussion to ensure consistency with the Agreement.
3. The Association can grieve on matters with respect to the general application of any clause in the Agreement to the unit as a whole or with respect to association rights and privileges as set forth in Article 3.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the superintendent and the Association and shall be stated in writing. In the event a grievance is filed at such time that it would not normally be processed through all the steps in this grievance procedure by the end of the

school year, the parties shall attempt to process such grievance prior to the end of the school year.

2. No grievance shall be initiated more than 15 duty days after the cause thereof has occurred or been discovered.
3. The grievant may be represented by himself/herself at the informal level or may request that MCEA (MCEA staff or building representative) be their representative. The grievant shall be represented by an MCEA representative at Level One and above.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the superintendent and the Association, and will be given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Grievance meetings and/or hearings shall normally be scheduled before or after the unit member's duty day unless otherwise agreed to by the parties.
6. When it is necessary for a party in interest to attend a grievance hearing during the school day, the Association will assume one-half the cost of a substitute if one is employed.

D. Informal Process

A unit member with a grievance will first discuss it with their principal or immediate supervisor. The objective of this first meeting will be the informal resolution of the matter. An Association representative may be present at this informal level of the procedure and if chosen as their representative under Article 5, Section C.3, shall represent the grievant.

E. Formal Process

1. **Level One**—If the grievance cannot be resolved informally, the grievant will be required to present to the principal or other appropriate official their grievance in writing on the proper form within 15 duty days after the cause thereof has occurred or been discovered. If the grievance is not presented within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. The principal shall have five duty days to respond.
2. **Level Two**—If the aggrieved person is not satisfied with the written disposition of their grievance at Level One, they may file the grievance in writing with the Association within 10 duty days after the grievance was presented. Within five duty days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the appropriate associate/community superintendent if the Association determines that the grievance is meritorious. If the grievance is not referred to the appropriate associate/community superintendent within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. Within seven duty days after receiving the

written grievance from the Association, the associate/community superintendent will meet with the aggrieved person for the purpose of resolving the grievance. The associate/community superintendent shall render a decision in writing within five duty days of the meeting held with the aggrieved person.

3. Level Three—If the aggrieved person is not satisfied with the disposition of their grievance at Level Two, they may again file the written grievance with the Association within five duty days after a decision by the aforesaid administrator or 10 duty days after the grievance was referred to the aforesaid administrator. Within five duty days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the superintendent if the Association determines that the grievance is meritorious. If the grievance is not referred to the superintendent within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. Within 10 duty days after receiving the written grievance from the Association, the superintendent shall review the record and render a decision in writing. The superintendent, or designee, may request information directly from any party of interest in the grievance if they felt that additional information was needed. Any such written information shall be shared with the other party.

4. Level Four—

- a. If the aggrieved person is not satisfied with the disposition of their grievance at Level Three, they may, within five duty days after a decision by the superintendent, request in writing that the Association submit their grievance to arbitration. If the grievance is not submitted to arbitration within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. If any question arises as to whether a grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will be ruled upon by the arbitrator before hearing the case.
- b. The parties shall agree to a standing list of arbitrators who are mutually acceptable and who agree to be readily available. Cases appealed to arbitration shall be submitted to one of those arbitrators by mutual agreement of the parties.
- c. If agreement on selection of a panel arbitrator cannot be reached, then, within 10 duty days after such a written notice of a failure to agree, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

d. The arbitrator so selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue their decision not later than 10 days from the date of the close of hearings, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to them. The arbitrator's recommendations will be in writing and will set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without authority to make any recommendation beyond the terms of this Agreement. The recommendation of the arbitrator shall be binding upon both parties.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other expenses will be paid by the party incurring them.

F. Voluntary Pre-arbitration Mediation

Either party may request grievance mediation when a case is appealed to arbitration. If both parties agree, the Federal Mediation and Conciliation Service's Grievance Mediation Program may be used. If the mediation does not result in a mutually satisfactory resolution, the case may proceed to arbitration.

G. Miscellaneous

- 1. No reprisals of any kind shall be taken by any party to this Agreement against any party in interest or any grievant.
- 2. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 3. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Association.
- 4. The grievant shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held. When a unit member is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.
- 5. The Association may submit any intended class action grievance to the superintendent or designee and the superintendent shall rule, within five duty days, if any other administrator has the authority to resolve the grievance. If no other administrator has the authority to resolve the grievance, the superintendent or designee shall, within 10 duty days from the initial submission of the grievance, respond or the Association shall be free to seek arbitration of the grievance.

6. The parties shall develop a set of procedural guidelines for the conduct of grievance hearings.

H. Administrative Complaint Procedure

The administrative complaint procedure currently in use to process and resolve unit member complaints pertaining to matters not covered by this Agreement shall be continued.

ARTICLE 6 COLLABORATION

A. Introduction

MCPS is committed to creating organizational structures and processes that solidify the collaborative relationship between MCPS and the unit members' representative organization, MCEA, to ensure the parties are able to continue to work together to do what is best for students.

We define collaboration as a process in which partners work together in a meaningful way and within a time frame that provides a real opportunity to shape results. The purpose of the process is to work together respectfully to resolve problems, address common issues, and identify opportunities for improvement. To be successful, the collaborative process must be taken seriously and be valued by both parties. The process must be given the time, personal involvement, commitment, hard work, and dedication that are required to be successful. Collaborative, shared decision-making brings people together who then share responsibility for needed changes and accountability for results. The partners will identify and define issues of common concern, propose and evaluate solutions, and agree on recommendations. The collaboration process does not supersede the legally mandated obligations of the parties such as the duty to bargain.

B. The Association's Board of Directors will meet with the superintendent at least once a month during the term of this agreement to review and discuss matters of mutual concern and administration of this Agreement.

C. Organizational Culture of Respect

The parties are committed to fostering an organizational culture of respect throughout the school system based on the principles set forth in Appendix B of this Agreement. This culture is built on the belief that all employees are essential for the school system to attain equity and excellence for all students. To accomplish this there must be a systemwide commitment to foster this organizational culture of respect and there must be accountability at all levels of the organization. The parties recognize this collective bargaining relationship is essential to enhance

this culture. The organizational culture of respect is based on the following principles:

- Trust in each other and the process
- Use of collaborative and interest-based processes
- Recognition of every employee's contributions
- High expectations for all staff and students that are reasonable, clear, and transparent
- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in all our interactions
- Team building and working together as teams

The parties will work together to ensure all employees understand that, in order to create this culture, all parties must take responsibility for their own behavior and follow these principles. Managers and supervisors must model this behavior, and all employees are expected to exhibit this behavior at all times.

One way to ensure this culture [of respect] exists throughout MCPS is through the full implementation of the Teacher Professional Growth System. "The goal of the PGSS is to ensure that, through continuous improvement, all employees accomplish the duties and responsibilities of their jobs at a high level of performance, and share accountability for the success of all students" (MCPS Board of Education policy GJA-RA). All employees are expected to provide and receive feedback constructively and respectfully. There will be a commitment to resolving issues and problems at the lowest level possible without applying blame.

D. When MCPS has a plan to disseminate information to the broader Montgomery County community (e.g. parents, students, and/or other stakeholders), the information shall first be shared with MCPS employees. When it is impossible to share the information with staff before disseminating the information to the broader community, MCPS will share the communication with all staff immediately afterward (within 24 hours).

E. Commitment to Equitable Practices in the Workplace

The Board of Education and the Association are committed to equitable practices for the achievement of all students. Our commitment to equitable practices and diversity is reflected in the school system's core values and beliefs. In order to be successful, staff are expected to respect individual and group differences and diverse opinions, perspectives, experiences, and backgrounds to help MCPS attain the high expectations we have for all students.

It is our shared responsibility to assume that each student and adult has unlimited potential and the ability to achieve at high levels. Equitable practices require the commitment to high expectations for all students and employees and the provision of supports that build capacity to meet the diversity of their needs. All employees are committed

to cultural competence and positive relationships with all students, staff, parents, and community members, regardless of race, ethnicity, or background.

F. Collaboration among the Leadership of MCEA, Other MCPS Unions, and MCPS Leadership

1. The parties are committed to working collaboratively with representatives of the other employee organizations in a variety of structures and processes created to address the priorities of MCPS. They include the following:

a. Associations/Deputy Superintendents/Chief Operating Officer/Chief Academic Officer and Chief of School Support and Improvement (ADC)—A joint committee that provides for regular, ongoing discussions and decision making on matters germane to the employee organizations and management. The membership of ADC includes the president and executive director of each of the employee organizations, the deputy superintendent, and the chief operating officer, the chief academic officer, and the chief of school improvement and support. The agenda for ADC meetings shall be jointly developed by its members. Each member shall be permitted to add items to the agenda.

- Discussing matters of mutual interest or concern
- Identifying opportunities to address shared interests
- Developing guidelines and processes for implementing collaboration throughout the school system
- Creating an organizational expectation for collaboration
- Identifying supports and resources to sustain collaboration
- Serving as a coordinating body and resource to facilitate the use of collaboration throughout MCPS
- Reviewing and assessing the effectiveness of collaboration between MCPS and the associations
- Determining how to align the three professional growth systems
- Resolving problems arising from the interpretation or implementation of collaborative decisions
- Supporting the implementation of the Organizational Culture of Respect throughout the system
- Identifying how decisions that are made with other employee organizations will impact unit members and how all parties will be involved in these decisions so that the impact of any decision will be known before the decision is made
- Discussing decisions that impact the members of multiple associations
- Working together to identify opportunities and initiatives to improve the wellness of MCPS employees

- Arranging for online publication of Time Impact Statements

b. **Operating Budget Review Committee**—A joint committee that reviews the operating budget requests from all offices and departments and makes recommendations for the MCPS operating budget to the superintendent. The membership of this committee will include the president and executive director of each of the employee organizations, the deputy superintendent, and the chief operating officer (COO).

c. **Executive Leadership Team**—The membership of the Executive Leadership Team (ELT) will include the president and executive director of each of the employee organizations, the deputy superintendent, the COO, and other MCPS leadership. The charge of the ELT includes but is not limited to: reviewing and updating the annual strategic plan; providing feedback on revisions to policies and regulations; setting systemwide targets; and reviewing data for the purposes of improvement, including current system research. Notes from all ELT meetings shall be jointly prepared and shared with both organizations.

d. **Joint Professional Learning Committee (JPLC)**—A joint committee that provides for regular, ongoing discussions and monitoring of adult learning in MCPS, resulting in recommendations to the superintendent. The committee will create a systemwide vision for ongoing and future professional learning that maximizes staff's talents; proactively meets current and future workforce needs; addresses race, class, and implicit bias; and guarantees a high-quality educational experience for ALL students. The vision will articulate a focus on how professional learning enhances instruction and professional growth and improves the work lives and careers of all staff, while enhancing MCPS's ability to attract, develop, and retain a talented workforce.

- The membership of the JPLC will include the presidents (or designees) plus two (2) members from each employee organization and at least three key MCPS staff members, who are charged with the development and implementation of adult professional learning. Guests may be invited by the JPLC, as needed, without having to alter the composition of the committee. The composition of the group may be expanded by mutual agreement of the parties. Members of this committee will have appropriate decision-making authority.
- The charge of the JPLC shall include, but not be limited to, the following:
 - **Shape MCPS Professional Learning Program:** Through the review of research, consultation with experts, benchmarking with other districts, and internal best practices, the committee will make innovative recommendations for the design,

implementation, monitoring, and evaluation of ongoing, high-quality professional learning for all staff, based on student needs and system priorities.

- **Track Education Workforce Research and Trends:** Identify innovative professional learning models, based on current and future education workforce research and trends, while addressing the needs of ALL types of employees in the system.
 - **Strengthen Stakeholder Partnership:** Gather input and feedback from stakeholders in the development of a high-quality professional learning cycle and program offerings for all staff.
 - **Provide Value for All Staff:** Make recommendations for the implementation of innovative and relevant professional learning opportunities to address the needs of staff, including an increased emphasis on entry-level workers, employees in transition, and early careers, through proactive job training and career support.
 - **Address Technology:** Identify the different types of technology available to facilitate the charges above and ensure employees are trained to use them.
 - **Develop Communication Plans:** Develop clear and comprehensive communication plans for all staff to understand the purpose, goals, and outcomes of professional learning and its value in a self-renewing and continuously improving organization.
 - **Assess Processes and Programs:** Assess the effectiveness of the adult learning initiatives, the use of technology, and the variety of programs offered, and make recommendations for revisions as necessary. The intent is to incorporate methods to evaluate and continuously improve professional learning in MCPS.
2. There are other committees in which the leadership of MCEA, MCPS management, and other employee organizations will work together to address the priorities of MCPS. They include the following:
- a. **Professional Growth System Implementation Teams and Peer Assistance and Review Panel**—The leadership of each of the employee organizations is invited to be a member of each of the three implementation teams. The vice president of MCEA cochairs the Teachers PGS Implementation Team and PAR Panel.
 - b. **Joint Employee Benefits Committee (JEBC)**
 - c. **Staffing Allocation and Budget Review Committee**—Moving forward, MCPS in partnership with MCEA (to include SEIU Local 500 and MCAAP) will perform a review of the courses, programs, facilities, staffing, and schools’ instructional budgets to identify

potential disparities that may potentially limit the school’s instructional program. In consultation with the three unions, MCPS will identify and implement possible programmatic and resource adjustments to address identified inequities to the fullest extent possible. Additionally, this review of staffing allocations and budgeted resources will be completed on a schedule such that the results be used to inform the subsequent operating budget process to more fully address resource allocation and funding needs.

- d. **Collaborative Management Coordinating Committee (CMCC)**—The parties are committed to working with the other unions to provide oversight for collaborative problem solving in MCPS. A multi-stakeholder committee will support the ADC with this work. The vice presidents of the three employee organizations will co-chair this committee. The job description of these three vice presidents will include the work of the committee as part of their ongoing duties and responsibilities. The initial work will be to develop an action plan to address opportunities to improve the coordination and alignment of the collaborative problem-solving initiatives in MCPS. This committee also will monitor the implementation of the Alternative Dispute Resolution Program.

3. MCEA and the Board of Education also are committed to sustaining the relationships between the parties through committees that have been established in other parts of this agreement, such as the following:

- a. Labor Management Collaboration Committee
- b. Professional Growth System Implementation Team and Peer Assistance and Review Panel
- c. Joint Employees Benefits Committee (JEBC)

4. School Climate and Culture

- a. The ADC shall be tasked with addressing concerns about schools and other work sites with climate issues. The ADC shall take appropriate steps to deescalate situations in schools or other work sites and to collaborate with representatives of the other unions and the appropriate MCPS office to resolve issues quickly, at the lowest level possible. This may require providing resources and supports to schools and work sites to help them address their climate issues. Upon notification by the MCEA president that existing structures intended to resolve climate issues are not successful at resolving a specific situation, MCEA and MCPS shall meet to create a specific plan to address and resolve that situation. This meeting shall take place within ten business days of MCPS’ receipt of the notification.
- b. The parties agree to using annual surveys that provide important feedback to offices and schools.
- c. The survey will be used jointly by all parties to identify successful practices and areas for

improvement. These surveys should be considered important feedback.

- d. There is an understanding from all parties that these surveys are important and an expectation that they should be completed by all staff. Time shall be provided during the workday for employees to complete surveys. The questions on these surveys shall be reviewed by all parties on a regular basis to be certain they are updated to reflect changes in MCPS.
 - e. Unit members will have web-based access to both summary data and specific item analysis for the Staff Survey of the School/Office Environment for their work site, provided there was a sufficient response rate to report out valid data.
5. The Board is committed to the principle of employees having meaningful participation in decision making at all levels of our school system. To that end, the parties agree to the formation of a joint work group, including all three MCPS employee unions and the administration to determine ways in which such participation can best be achieved in non-school-based departments and offices. The findings of the work group shall be reported back to the ADC committee for final consideration.

G. Labor-Management Collaboration Committee

1. The system-level Labor Management Collaboration Committee (LMCC) shall meet regularly to discuss and make decisions on matters germane to union-management relations and, when appropriate, to the continuous improvement of instruction and school system operations. Each party shall identify four to six representatives, as permanent members of the committee. Members of relevant subcommittees will be invited to attend LMCC meetings when appropriate.
2. The overall charge to the systemwide LMCC shall include but not be limited to the following:
 - a. Interpreting and administering the implementation of the negotiated Agreement
 - b. Addressing *Every Student Succeeds Act* (ESSA) implementation matters that impact existing collective bargaining language, and, more generally, working conditions not specified in the Agreement
 - c. Discussing any matters of mutual interest or concern and reaching tentative agreements on issues in a timely manner
 - d. Reviewing and assessing the effectiveness of collaboration between MCPS and MCEA
 - e. Delegating to the appropriate area-specific labor management committee and/or collaborative body any matter of mutual concern to:
 - 1) Collect constituent feedback

2) Make a report and recommendation to the LMCC that shall be adopted, rejected, or modified by the LMCC or remanded to the appropriate committee or body for further review.

- f. Reviewing and assessing the effectiveness of all state and system-mandated assessments.
 - 1) Based on the More Learning, Less Testing Act which became effective June 1, 2017, and upon ratification of the agreement, the LMCC shall begin creating a time impact statement for all assessments currently in use. The scope of school years to be included shall be determined by the LMCC.
 - 2) The LMCC shall annually track and evaluate these real-time impacts and report the hours devoted to all aspects of mandated assessment administration to the staff from a representative, random sample of classrooms.
 - 3) The Board and the Association agree to work together to reduce the amount of time diverted away from instruction.

3. Contract Waivers—Any school leadership team that desires to waive a portion or section of this collective bargaining agreement shall first meet with the MCEA president or their designee and the appropriate associate superintendent from the Office of Teaching, Learning and Schools (OTLS) to discuss what the interest is in requesting such a waiver. Following this meeting, if the leadership team is still interested in pursuing a waiver, it is expected to follow an interest-based decision-making process to discuss the waiver request:

- The issue should first be clearly articulated
- The interests of the parties should be discussed
- Those interests that are shared should be identified
- The team should discuss different options and determine which options address the issue and meet the shared interests
- The team should determine if they can reach agreement on one option and, if they can, they should communicate this waiver request to the other unit members in the school and share their intent to submit the request to the LMCC.

The LMCC will ask representatives of the school leadership team to present their request at a LMCC meeting and describe why they believe it should be approved, the process that was followed, the interests that are being addressed, and the other options that were considered. The LMCC will deliberate following this presentation and may either make a decision at the time or request additional information so that the decision can be made at the following LMCC meeting. The waiver will be reviewed annually by the LMCC. Waiver requests that involve contract waivers

for more than just the MCEA bargaining unit will be referred to the Associations/Deputies/Chief Operating Officer (ADC) Committee for review and decision.

4. The LMCC shall have the following authorities:
 - a. To establish temporary joint committees to address particular issues. Such committees will report back to the LMCC. The LMCC shall be authorized to establish the membership, charge and the tasks of these committees, as well as discontinue the joint committees when their work is completed. The LMCC will review recommendations and implementation plans for final decisions.
 - b. To clarify language and meaning, correct contradictions or inconsistencies, and remove outdated language. Recommendations for such changes or corrections to the Agreement shall be subject to internal ratification and approval procedures of MCPS and MCEA.
 - c. To resolve problems arising out of the interpretation or implementation of collaborative agreements and decisions. Where resolution is not possible within the LMCC, the LMCC is authorized to involve a third-party facilitator or other problem-solving process to help the parties reach agreement.
 - d. The committee will develop ground rules that will guide its deliberations.
5. The LMCC will consider the following collaborative venues, determined by the parties to be of high priority. Thus, the LMCC will delegate issues to the following bodies for problem-solving:
 - a. **Area-Specific Labor Management Committee**
 - 1) Under the auspices of the MCEA Labor Management Collaboration Committee, area-specific labor management committees shall meet on a monthly basis to develop and review regulations and practices related to their area of focus and be proactive in resolving issues of concern. These committees will include but are not limited to:
 - i. Special Education Labor Management Committee
 - ii. Student and Family Services and Engagement Labor Management Committee
 - iii. Operations & Contract Administration Labor Management Committee
 - iv. Curriculum & Instruction Labor Management Committee
 - 2) Area-specific labor management committees will make recommendations to the LMCC after reviewing the issue and seeking input.
 - 3) Each party will appoint a co-chair and other representatives for each of the area-specific

labor management committees. MCPS appointed representatives will have decision-making authority.

- 4) After each labor management committee forms, MCPS and MCEA appointed representatives will have an opportunity to participate in training jointly provided by MCEA and MCPS. The committee may request additional training, facilitation, and other forms of assistance from MCEA and MCPS. Such requests will be made to the LMCC, which will arrange for the requested support.
 - 5) The area-specific labor management committee(s) will establish a regular meeting schedule which they will submit to the LMCC by September 30 of each year.
 - 6) Other Collaborative Structures
 - i. Non-school-based unit members shall be provided with the same access to collaborative and shared decision-making as their school-based colleagues. To accomplish this, the LMCC is responsible for creating and providing oversight to non-school-based collaboration committees. Non-School Based Collaboration Committees are charged with holding ongoing discussions and engaging in collaborative problem-solving on matters of interest and concern. Each collaboration committee is expected to be representative of and accountable to staff and involve staff in the decision-making process. These committees shall include but are not limited to:
 - English for Speakers of Other Language
 - Montgomery County Infant and Toddlers Program
 - Pupil Personnel Workers
 - School Psychologists
 - ii. Workgroups may be used as an attempt to collaboratively resolve issues informally at the lowest level. Workgroups shall include but are not limited to:
 - Quarterly Reports
 - Material & Supply Selection
 - Technology
 - Early Childhood Education
- b. **Councils on Teaching and Learning**
 - 1) The Councils on Teaching and Learning (CTL) continue to provide school-based unit members with an opportunity to discuss, collaborate with MCPS staff, and communicate about MCPS initiatives related to curriculum, assessment,

instruction, and staff development. The representatives on the CTL will provide the perspective of teachers at each grade level and in each subject discipline.

- 2) They shall participate with MCPS representatives in collaborative problem-solving regarding matters germane to curriculum and staff development. MCPS representatives shall be available for at least one-half of the scheduled meetings with CTL representatives.
- 3) They will communicate regularly with their constituency groups for feedback, input, and suggestions on how to improve instruction through the use of curricular tools and professional development activities. The results of surveys administered by CTLs will be reviewed jointly by CTL leadership and MCPS staff before being distributed.
- 4) Any new systemwide assessments will be presented to and discussed with the CTL prior to any final decision on implementation.
- 5) CTL will make recommendations to the LMCC after reviewing the issue and seeking input.

c. Resource Teacher, Content Specialists and Resource Counselor Meetings

Resource teachers content specialists, and resource counselors meet regularly with leadership of their subject area to discuss matters of mutual concern. These meetings should focus on information about the strategic priorities of the school system, and discussions about the expectations and targets for each school and the strategies that should be implemented to ensure that all schools and all groups of students in each school successfully meet these expectations. The agenda for these meetings shall be developed collaboratively and the meetings will be chaired by the appropriate central services supervisor. These meetings should use collaborative problem-solving strategies to ensure that school-based leadership staff are engaged in critical decision making. School-based leadership may provide feedback to the subject/content leaders at these meetings, and there should be feedback loops to ensure that school-based leaders are informed about what happened with their input. The resource teacher/content specialist meetings also are an opportunity to provide training and support to resource these teachers leaders, to build their leadership capacity.

6. During the term of this agreement, the MCEA Labor Management Collaboration Committee will consider the following collaborative projects determined by the parties to be of high priority:

- a. The Labor Management Collaboration Committee will discuss systemic structures and processes

that engage school-based staff in decision making about the strategic direction and priorities of MCPS. This should begin with authentic representation of school-based staff in these processes. These processes will include how offices listen and learn from school-based staff and gather feedback about new initiatives or changes in programs or curriculum. This feedback will be gathered at the local school level through focus groups, surveys, or other processes. There needs to be an opportunity for those who provided feedback to know what is being done with the feedback and what decisions have been made.

- b. The parties agree to establish a committee to consider all of the issues and implications related to establishing online courses for students during the regular school day. This will include issues related to assignments and compensation.
- c. The parties agree to examine and make recommendations as to how to best recruit and retain highly qualified teachers at high-need schools. The Board further agrees to commit money for the purpose of piloting the recommendations agreed to by the parties. If the parties cannot agree on recommendations for a pilot, MCEA and MCPS will meet to negotiate how the money could be used to support high-need schools.
- d. Workgroups shall be established to address:
 - 1) Salary scale redesign
 - 2) Stipends

MCEA and MCPS agree to convene a workgroup for one year to examine and propose policy and procedures governing the allocation of funds for extracurricular activities. Each party shall appoint 6 representatives. The committee's charges will include:

- i. Surveying all Fall, Spring, Winter, and year-round stipend recipients to obtain information on actual hours spent conducting the requirements of sponsorship.
- ii. Reviewing class 3 stipend assignments by school.
- iii. Recommending changes to current job descriptions and estimated hours required for each stipend activity.

Particular attention should be paid to promoting equity in hours across each athletic and non-athletic activity.

- iv. Identifying ways to increase the number of stipend opportunities at the elementary school level.

The workgroup will report to MCPS and MCEA through the Operations & Contract ASLMC their recommendations by May 2021.

- 3) Attracting and retaining staff at high impact schools
- i. MCPS and MCEA affirm that recruiting and retaining teachers at high impact schools is an important priority for the County. The parties will convene a work group to develop strategies for attracting and retaining teachers in high impact schools. Suggested areas of focus will include: hiring practices; enhanced compensation; community building structures and supports; new teacher supports; targeted professional development; benchmarking with other counties; hosting of professional development opportunities; using teachers as assets in the recruitment process; exit interviews; and additional teacher, clerical and in-class supports. The list of essential questions developed during the negotiations of this contract will serve as the starting point for the workgroup.
 - ii. Enhanced compensation considerations should include adjusting steps over the hiring cap as needed to recognize total years of service for those committing to work at designated schools. For the FY2019-2020 period, MCPS identified approximately 85 highly impacted schools. We recommend that consideration be given to a rollout which would include 20 highly impacted schools per year until all highly impacted schools until all highly impacted schools have been included. We recognize that budget constraints may limit the number of schools that can be included each year.
- e. Other Priorities
- Be Well 365/Whole Child
 - Community schools
 - Student instructional preparation/ES planning time
 - ESOL
 - Equitable access commitments
 - Maryland Digital Learning Standards
 - Required assessments
 - Special Programs notification
 - Student Information Systems implementation
 - Quarterly reporting expectations
 - Joint Professional Learning Committee

- School Site Councils

- H. 50% of all MCEA unit members on any MCPS determined/central office-based committees or workgroups will be selected by MCEA elected leadership consistent with internal procedures.

ARTICLE 7 GENERAL

A. Definitions

The following list of terms will be used frequently in the Agreement and, when used, they will refer to the definitions described below, unless otherwise stipulated.

1. **Board**—The Board of Education of Montgomery County.
2. **Association**—The Montgomery County Education Association, or MCEA.
3. **Unit**—
 - a. This unit shall include all full-time and part-time employees occupying positions listed in Appendix A of this Agreement, and all other similarly situated positions now and in the future excluding—
 1. The positions of superintendent, and those persons designated by the Board of Education to act in a negotiations capacity pursuant to the public school laws; and
 2. Employees denominated or functioning as directors and assistant directors, supervisors and assistant supervisors, administrative assistants, coordinators, principals and assistant principals, administrative interns and elementary principal trainees, and all other similarly situated positions now and in the future.
 - b. When the Board of Education wishes to move positions into the MCEA unit or out of the MCEA unit, such movement shall be subject to negotiations between the parties.
4. **Unit Member**—Any employee of the Board of Education who is a member of the unit, including substitutes and home and hospital teachers.
5. **Superintendent**—The superintendent of Montgomery County Public Schools or their designee.
6. **Negotiations Law**—Section 6-408 of the Education Article of the Annotated Code of Maryland.
7. **MCPS Service**—Service earned working in a permanent MCPS position in the bargaining unit, minus any military, transferred, or purchased service. Where unit members have identical employment dates, the dates they signed their individual employment contracts shall be determinative of seniority. If two or more unit members have

the same date of signature, seniority shall be permanently determined by chance.

8. **Hourly Rate**—The hourly rate of pay shall be computed by dividing the daily rate of pay by eight hours.
9. **Daily Rate (per diem)**—The daily rate of pay shall be computed as follows:
 - a. For all 12-month unit members—unit member’s annual salary divided by 260 or 261, depending on the Gregorian calendar.
 - b. For 10-month unit members—unit member’s annual salary divided by the number of weekdays from the first to the last day of the regular teacher work year.
 - c. For unit members working other than 10-month or 12-month schedules:
 1. During the school year, as calculated by Article 7, Section A.9.b, including any supplements received by the unit member under Article 20.B, of the Agreement.
 2. Beyond the school year, the annual salary for a 10-month unit member on the unit member’s step and grade, plus any supplement received by the unit member under Article 20.B, of the Agreement, divided by 195.

10. Temporary Employees—

- a. A temporary employee is one employed in a temporary noncontinuing assignment in order to meet the needs of Montgomery County Public Schools. A temporary employee is normally not employed for a period exceeding six months.
 - b. If a temporary employee serves in this same assignment in excess of 700 hours in a school year, a position shall be included in the superintendent’s next yearly budget request to cover that assignment.
 - c. An employee in a temporary assignment for which a position has been approved shall be employed on a regular contract and assigned to that position. After the position becomes permanent, the incumbent shall be entitled to the same benefits and protection as all other unit members in permanent positions in the bargaining unit.
- B.** The MCEA will print copies of the Agreement. The Board will distribute a copy to each newly hired unit member. MCEA will receive one copy of the Agreement for each unit member and shall be responsible for distribution to each unit member. The parties will share equally in the cost of printing the Agreement. Each party will be given 1,000 additional copies of the Agreement.
- C.** What about email? Any written communication to be given by one party to the other under this Agreement will be given by telegram, registered mail, regular mail, or personally receipted mail. If given by the Board, said notice will be sent to the Montgomery County Education

Association, 12 Taft Court, Rockville, Maryland 20850; and if given by the Association, such notice will be sent to the Board of Education of Montgomery County, 850 Hungerford Drive, Rockville, Maryland 20850. Either party may, by like written notice, change the address at which notice to it may be given.

D. Procedures for Resignation

1. A unit member wishing to terminate employment, or vacate their position, must give written notice to the Office of Human Resources and Development on or before July 15. A probationary unit member must provide such written notice no later than May 1, except that a probationary unit member hired on or after January 1 must do so no later than June 15. Except in cases of emergency, resignations with less than proper notice will be considered a breach of contract.
2. Announcements will be made regarding the notice requirements in early April and late May, through appropriate vehicles.
3. The Department of Recruitment and Staffing will monitor the receipt of resignations. If it is determined that any unit member has withheld submitting a resignation or any principal has advised a unit member to withhold resignation, the director of the Department of Recruitment and Staffing will confer with the principal and appropriate community superintendent in the Office of School Performance regarding the matter.



ARTICLE

EQUITY AND ACCESS

A. Introduction

1. To ensure that all MCPS students, particularly African American, Latinx, low-income students, English Language Learners, LGBTQIA+, and students with special needs, receive a world-class education that prepares them to thrive in a rapidly changing world, we mutually agree on the importance of providing equitable access to the resources, opportunities, and supports they need to excel. In support of these objectives we commit to work together on the strategies enumerated below and on additional efforts that will be identified.
2. MCPS and MCEA, believing that truly diverse schools enhance learning for all students, shall collaboratively develop a plan to promote equity and inclusion by providing equitable access to resources, opportunities, and the supports students need to be successful in college, career, and life. This will be achieved through effective instruction, collaborative and individual planning, early learning initiatives, and concerted interventions to perform on or above grade

level by 3rd grade and to sustain on or above grade level performance through graduation.

B. Training, Recruitment, and Retention:

1. Unit members shall be offered training and resources identified by the Joint Professional Learning Committee (JPLC) necessary to grow and develop cultural competence (including LGBTQIA+), culturally-relevant teaching strategies, and positive relationships with all students, staff, parents, and community members, regardless of race, ethnicity, gender, sexuality, religion, or background.
2. Unit members shall be offered training for trauma-informed practices (e.g. Maryland *Handle With Care* program.)
3. MCPS shall strategically recruit and hire effective and diverse school staff that reflects the diversity of the MCPS student body.

C. Curriculum:

1. MCPS shall provide curriculum and support implementation that meets the needs of students by including enrichment and appropriate challenges for all children, including students who thrive in on-grade level studies, children with special needs, English language learners, and students who exhibit academic giftedness.

D. Course Offerings and Enrollment:

1. MCPS shall support the work of unit members by seeking to empower students, families, and community members with training and information about available course offerings in order to increase equitable access to all course offerings.
2. MCPS shall support the work of unit members by committing to offer advanced courses in all secondary schools, particularly those serving historically underserved students.
3. MCPS shall support the work of unit members by having clear and transparent processes for enrollment in advanced courses.
4. When making assignments in schools, management should prioritize the balancing of teaching assignments so that varying course levels (e.g. on-level, inclusion, compacted math, honors courses, AP, IB, etc.) are taught by a mix of teachers (when applicable). Further, a principal should prioritize the balancing of teaching assignment so that non-probationary teachers, former consulting teachers, NBCT teachers, teacher leaders (e.g., team leads, department chairs, Resource Teachers, Content Specialists, etc.) when serving as a teacher of record, are not teaching only advanced courses (e.g., compacted math, honors courses, AP, IB, etc.).

E. Extended and Supplemental Learning Opportunities:

1. In order to eliminate disparities, funding will be given to support innovative extracurricular programs designed to improve outcomes and opportunities for

students who traditionally have not had opportunities in the past. Funds must be used to support programs that specifically focus on academic success, leadership in school, enrichment, remediation, and/or interest-driven learning. Each program must be open to all students. Programs may propose content that the school considers of particular interest or relevance to bolstering achievement of particular groups of students, such as African-American and Latinx students, consistent with the school's improvement plan and the MCPS strategic plan.

F. Whole Child Approach/Restorative Justice

Teachers and students deserve school environments that are safe, supportive, and conducive to teaching and learning. Creating such climate requires close attention to the social, emotional, and behavioral needs of all students. To meet our joint goal of avoiding disparities within school discipline and other practices, ensuring students outcomes are not predictable by race, ethnicity or socioeconomic status, and increasing the awareness of the prevalence and impact of historical disciplinary practices, MCPS shall use inclusive and comprehensive approaches to student discipline and behavior management informed by effective, strategic decision-making practices and shall include:

1. school-wide and classroom-positive behavior supports,
2. mental wellness approaches (e.g. anger management, anxiety reduction, managing depression, etc.),
3. social skills development,
4. targeted interventions, and/or
5. restorative practices that target the needs of individual students
6. identifying supports (interventions, strategies, accommodations, modifications, etc.) through a thoughtful problem-solving approach that focuses on "why" a student may be exhibiting inappropriate behavior(s).
7. ensuring that staff receives problem-solving training so that they are aware of processes and procedures and different reasons why students behave inappropriately.
8. collaborating with student service professionals in designing school specific student discipline and behavior management plans.

The LMCC shall designate a committee to implement and sustain a Restorative Justice program.

G. Special Educators

1. Schedules & Workload

- a. Schedules for speech/language pathologists, elementary school resource room teachers, orthopedic therapists/physical therapists, and itinerant vision and auditory teachers will include three hours per week within the workday, in addition to the standard individually managed time specified

in this article and in Article 17, for caseload-related tasks, including observations, consultations, assessments, team meetings, and parent conferences.

- b. Resource room teachers and special education classroom teachers in secondary schools shall be able to use their IRA period for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences.
- c. The Board will make every reasonable effort to provide adequate clerical support to special educators responsible for annual reviews to assist in the scheduling of meetings, preparation of parent letters, and the photocopying and dissemination of IEP meeting notes.
- d. In elementary schools, other special education teachers will be provided with time in addition to the standard individually managed time to complete caseload related tasks, including observations, consultations, assessments, team meetings, parent conferences, and resource room support. The special education teams, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary depending upon caseload.
- e. Prior to assigning educators to assignments, educators will be given the opportunity to share areas of professional strength and schedule preferences, including the option to volunteer for co-teaching assignments.
- f. Elementary school special educators, who have and maintain a classroom, including preschool special educators, in addition to their daily planning, shall have weekly preparation time during the student day that is sufficient for caseload management time.
- g. Schedules for speech/language pathologists, auditory communication specialists, elementary school resource room teachers educators, occupational therapists/physical therapists, transition educators, and itinerant vision and auditory educators teachers, will include three hours per week within the workday, in addition to the standard individually managed time specified in this article and Article 17, for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences.
- h. Special educators in both secondary and elementary shall be allotted substitute hours, providing for coverage in the classroom, in order to hold IEP meetings.
- i. Elementary school special educators who are assigned to self-contained special education

classrooms shall not be required to instruct more than two (2) consecutive grade levels per classroom.

- j. Special educators who are assigned to self-contained classrooms shall not be reassigned to other duties during periods when they are providing instruction for their students.
- k. Special educators shall not be requested or required to assume responsibility for students from classrooms of absent educators when substitutes are unavailable, except in cases of emergency or to provide for student safety.
- l. In elementary and secondary schools/programs, at no time will special education classes be discontinued so that substitute service may be performed by educators of these programs, except in cases of emergency or to provide for student safety.

2. Caseload/Ratios

- a. The Board agrees the following Full Time Equivalent (FTE) ratios of special education caseloads are indicative of the goals that it would like to attain, where possible and practical, in terms of the budget authorized by the County Council.

Population/Program	Ratio (educator: student)
Learning and Academic Disabilities LAD/ Resource/Other Health Impairment/Speech-Language Impairment/Orthopedic Impairment	1:20
Social/Emotional Special Education Services (SESES)	1:10
Deaf/Hard-of-Hearing (DHOH)	1:8
Visually Impaired	1:8
Autism	1:6
Living for Independence (LFI)	1:12
School Community Based Instruction (SCB)	1:8
Preschool Education Program (PEP)	5-hour program: 1:6 All other programs 1:9
Speech Language Pathologists (SLP)	1:57

- b. Many factors are involved with an equitably distributed caseload, including the overall student needs, goals, and hours of support. Every effort shall be made to distribute caseloads equitably at each school site. Special education teachers with concerns about inequity in their workload may meet with their RTSE to discuss the concern and meet with the administrator collaboratively

to resolve the concern. If it can't be resolved, the administrator will make the final decision.

3. Training

- a. Special educators shall have access to training and resource materials regarding the preparation of IEPs. Such materials may be available online. Prior to the first day of preservice, the Board shall advise all special educators of the training and resource materials available and shall ensure educators are informed how to access such materials.
- b. The district will make training available for all unit members who are asked to complete a functional behavior assessment (FBA)/behavior intervention plan (BIP), home visits, and/or a manifestation determination by December 2021.

4. Quarterly reports

The district will make training available for general educators who must complete the Quarterly Reports, including templates and accompanying documentation detailing how a Quarterly Report should be completed.

5. Crisis Intervention teams

- a. Unit members that are required to become certified in nonviolent intervention training in order to respond to students in crisis shall be provided training before being expected to use nonviolent intervention methods. Unit members who require recertification shall be given multiple opportunities for recertification prior to the expiration of the certification. If the training is offered in the summer, and required, it will be designated as Tier 1 training.
- b. Each school shall maintain a crisis intervention team of adequate membership to address the needs of the school. Team members shall be trained or certified in nonviolent interventions in order to respond to students in crisis who are in need of de-escalation. Procedures for calling the team into action shall be clearly communicated to staff.

6. Curriculum and Supplies

- a. Special educators, students, and related staff (e.g. psychologists and speech language pathologists) shall be provided assessment tools, textbooks, and consumable materials commensurate with the needs of the students and program.
- b. Equipment and supplies required to ensure a safe and sanitary environment for students and staff shall be provided. Equipment and supplies required to maintain the integrity of student access to curriculum shall be provided as well.

7. Paperwork

- a. Notification and Compliance: MCPS will provide MCEA with notice of proposed changes in processes or forms that are required to comply with the law that affect work load requirements as early as is practicable. Notification must be in writing and sent to the MCEA Office of the President (c/o the Executive Assistant to Governance).

8. Time Demands and Training:

- a. Teams shall have discretion on scheduling PLC and collaborative planning two weeks before the end of marking periods to attend to quarterly reporting duties.
- b. General educators with comparably high time obligations to the quarterly reporting process may request, and shall be provided, support in completing documentation. Support considerations can include, but are not limited to, coverage during the last two weeks before the marking period, release from collaborative planning, paraeducator support, and clerical support. During the 2020-2021 school year, the LMCC will work to define "comparably high time obligations."

9. Clerical Support

Consistent with the language in Article 8(G)(1)(c) MCPS will ensure that there is adequate clerical support to assist MCEA unit members in the scheduling of meetings, preparation of parent letters, photocopying and disseminating IEP meeting notes, and other documentation as associated with IEPs and the Quarterly Reports requirements.

10. Special Education Labor Management Committee

A labor management committee shall meet on a monthly basis to develop and review regulations and practices related to the delivery of Special Education services in MCPS and be proactive in resolving issues of concern to both parties. Each party shall identify at least four representatives, and no more than six representatives, as permanent members of the committee. MCPS appointees shall have decision-making power and the ability to negotiate on behalf of MCPS. Topics that the committee shall address include, but are not limited to:

- Workload
- Paperwork reduction, duplication, data collection, and information management
- Support for IEP due process requirements
- Selection and use of funds for curriculum and materials
- Facilities and working conditions
- Professional development
- Support for schools to deliver focused interventions for students with special needs
- Preparation time

- Residency program for Special Education
- Caseload and ratio

H. ESOL/ELL

1. ESOL teachers will have meaningful input into the development or modification of the ESOL instructional model at each school.
2. In elementary schools, ESOL teachers will be provided with time, in addition to the standard individually managed time, to complete caseload related tasks (including the preparation and distribution of state and federally mandated documents). The ESOL teachers, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary by teacher and by time of year, depending on caseload.
3. ESOL teachers in secondary schools shall be able to use group-managed time to complete caseload-related tasks (including the preparation and distribution of state and federally mandated documents). The ESOL teachers, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary by teacher and by time of year, depending on caseload.

I. Master Schedule

ESOL and special educators shall have input in the master schedule creation process to allow them to work in areas of professional strength and ensure equity and access for the students they serve.

J. Community School Model

1. Design, Deployment, & Evaluation
 - a. MCPS supports the principles upon which the community schools model is based, including having a strong proven curriculum, high quality teaching, inclusive leadership, positive behavioral practices, community partners and inclusive means of providing supportive community services. MCPS is committed to ensuring that the community schools model is successfully deployed as appropriate throughout the district. As the successful operation of community schools involves staff of all three collective bargaining units, MCPS will create a collaborative committee which will include representatives of each of the three bargaining representatives of district staff, representatives of MCPS and which will obtain input from representatives of school families and the community to oversee the implementation of the community school model. MCEA will be entitled to appoint as many members as each of MCPS, SEIU Local 500 and MCAAP appoint. This committee will be charged to:
 - 1) Articulate the MCPS model for Community Schools.

- 2) Recommend a plan to the ADC for implementation of the Community Schools model in MCPS. The National Education Association's publication, The Six Pillars of Community Schools Toolkit will be used as a guide.
 - 3) Evaluate the effectiveness of the Community Schools strategy.
 - 4) Make recommendations regarding when and how MCPS should expand the number of community schools.
- b. Each community school will identify a Community School Liaison who will be a standing member of the school's ILT in order to ensure faithful adherence to the principles of the community school model in each school.

K. Montgomery County Infants and Toddlers

1. Flexible scheduling shall be used to determine assigned work days throughout the fiscal year, and all leave provisions will be applied throughout the year for all 10-month staff.
2. For 10-month employees, when MCPS schools are closed due to inclement weather, MCITP services are cancelled. Unit members are granted emergency leave. In regard to delayed opening and/or early dismissal authorized by the superintendent, family visits will begin at 10:00 AM. In the case of early dismissal, family visits will end at 1:00 PM.
3. MCITP unit members will be responsible to fulfill 16 hours of professional time that will focus on instruction and improving student achievement. These days will not be scheduled on the work calendar as the time is to be worked on non-duty days, before, or after regular duty hours.
4. MCITP will at a minimum, have the same number of professional and independent planning days in total as school-based staff.
5. All 10-month MCITP unit members will have a normal on-site workday of seven (7) hours, in addition to their duty-free lunch and one hour off-site work.
6. Start and end times of the duty day may be flexible. Hours are approved on an annual basis by the corresponding site's Coordinator. Times may be changed upon mutual agreement between the unit member and the Coordinator, in accordance with established procedures, in order to meet the needs of families.
7. 10-month, MCITP unit members shall, at a minimum, have the same total number of grading and reporting/telework days as school-based educators.
8. Materials: MCITP unit members shall be provided an electronic device and access to WiFi by FY 2022.
9. Each site supervisor will meet monthly with the MCEA building representative(s) to address any concerns.



SCHOOL QUALITY AND IMPROVEMENT

The parties agree that schools and those who work in them are at the heart of improving teaching and learning. We expect each school continuously to renew itself, explore innovative approaches, and build the capacity of staff to improve the achievement of our students. The parties recognize the needs of students we serve, and are interested in collaboratively exploring new and innovative approaches to the work, which are aligned with the assumptions below.

A. The parties agree on the following assumptions about school quality and improvement:

- Decisions about teaching and learning must involve those closest to the teaching and learning process, including classroom-based teachers.
- The school is where people make a difference in the daily life of each student. Each school community, which includes classroom-based teachers, has the best information and is in the best position to craft appropriate and effective strategies to improve student learning.
- A continuous-improvement philosophy takes the traditional pyramid of leadership and decision making and turns it upside down. Central office positions and departments work to serve the interests and meet the needs of those in schools. In schools, administrators and support staff strengthen the learning process by providing supports to teachers to meet the needs of students.
- Strategic and planful innovation is required to meet student learning needs, at both the school and system levels. Transforming schools and systems to best meet the 21st century educational needs of students requires creative thinking and a focus on problem solving.
- Within each school, the critical process of learning takes place in the classroom. Continuous improvement should ensure maximum support for our classroom educators by empowering them with the appropriate authority and responsibility to make decisions that will improve teaching and learning.

B. Staff Involvement in Decision Making

We believe collaboration is a core value of Montgomery County Public Schools (MCPS) and, at the same time, we believe time is a valuable resource in effective teaching and learning. The parties agree that educators need a balance of both individual planning time and collaborative planning time in order to meet the needs of students effectively.

Schools and those who work in them are at the heart of improving teaching and learning. Each school is responsible for continuously renewing itself and building

the capacity of its staff to improve the achievement of its students. Decisions about teaching and learning must involve those closest to the teaching and learning process within each school community. Each school community has the best information and is in the best position to craft appropriate and effective strategies to improve student learning.

The emphasis on authority, responsibility, and support for the classroom can best be accomplished by collaboration and shared decision making in schools. Collaborative school-based decision making brings people together, who then share responsibility for implementing needed changes and accountability for results.

In order to accomplish this:

- Each school shall have a leadership structure that includes the following: Principal, Elected Faculty Representative(s), Elected Support Representative(s), Instructional Leadership Team, Other Teams, Departments, and Committees
- The leadership structure of each school shall work collaboratively to ensure that the parties' agreed-upon assumptions on school quality and improvement are put into practice.
- It is expected that schools will follow guidelines that have been developed for each type of team. It also is expected that ILTs will utilize self-assessment tools to determine how effectively they are operating. In addition, ILTs are expected to ask for support when these assessments indicate there are opportunities to improve the effectiveness of the operations of the teams and/or the decision-making processes in the school. There is a commitment to provide this support when it is requested.

1. Principal and Elected Faculty Representative(s)

Each school shall have one elected faculty representative for every 75 MCEA unit members, or portion thereof, in the school.

It is important that the elected faculty representatives and the principal of each school form a team that works together to enhance the collaborative decision-making processes in the school.

At the beginning of each year, the principal and elected faculty representative(s) (EFRs) of each school shall meet and agree upon how they will work together, and this information shall be shared with staff in the school, for their agreement and understanding. The principal, ESR, and EFRs shall meet formally at least once a month (Triad) to discuss the school climate and address issues that are of concern to school staff.

The expectations of the elected representatives and these teams include, but are not limited to, the following:

- The elected faculty representative(s) are expected to be members of and participate on the school leadership team.
- The elected faculty representative(s) establish a feedback and input loop with unit members to identify interests and issues that are important to them.
- These interests and issues will be shared with the principal. The elected faculty representative(s) and the principal will discuss them and determine how and in what venue they should be addressed, and identify topics that are important for the leadership team to address.
- The principal and elected faculty representative(s) identify communications plans for sharing important information with staff about school-system or school-based decisions and to communicate decisions, resolutions, and actions that have been taken.
- The team participates in MCPS training offered, including interest-based decision-making training, to build capacity to operate effectively.

2. Instructional Leadership Teams (ILTs)

- a. Each school shall have an Instructional Leadership Team (ILT), to serve as the school's decision-making body in collaboration with the principal. ILTs are expected to operate collaboratively, be representative of and accountable to staff, and involve staff in decision making. The leadership team is the core group that has primary responsibility for collaborative decision making with the administration on the instructional program. MCEA unit members on the team may include resource teachers, team leaders, content specialists, classroom teachers, and others designated by the principal. The leadership team shall include the elected faculty representative(s).
- b. It is in the best interest of the school system to have input from various staff on ILTs; teams may be expanded to include teacher representatives from groups without team leaders, such as English for Speakers of Other Languages (ESOL), Special Education, and where appropriate, Head Start/ Pre-K, and specialists.
- c. If a unit member is assigned to a teacher leader position with a supplement for more than 10 consecutive duty days, they shall be paid the prorated portion of that supplement for time worked.
- d. The leadership team shall develop a process by which agendas are developed collaboratively by the leadership team members and roles are established and rotated. During preservice, staff shall be informed of the process for developing the agendas.
- e. ILTs will be engaged in decision making about the following:
 - 1) Curriculum, assessment, and instruction

- 2) Professional development
- 3) Positive, safe, and orderly school learning climates
- 4) School improvement plans, including the analysis of school and student performance data to be used to improve student achievement
- 5) Scheduling that affects the whole school
- 6) Schoolwide interventions for groups of students
- 7) Local school processes for grading and reporting, parent communication, including expectations for online communications, and other tasks that enhance student learning
- 8) Expectations for the work that grade-level, content, and other school teams will accomplish
- 9) Creation and evaluation of central holding or dismissal plan

f. Communication and Openness

- 1) ILTs will operate in an open manner and their decision-making processes will be communicated to all staff. The EFR(s) and other MCEA unit members on the leadership team serve as a communicators and liaisons with the school's faculty. Meetings of ILTs shall be open to any interested staff as observers. Leadership teams should design and implement two-way communication between staff and leadership teams.
- 2) ILTs will be responsible for gathering input from all faculty for use in making decisions surrounding the areas identified in B.2.e.
- 3) All ILTs shall publish the agenda to the staff of the school before each leadership team meeting. Notes from the meeting shall be published within two duty days of the meeting.
- 4) ILTs are responsible for the following:
 - Discussing issues/topics as a leadership team
 - Discussing issues/topics with teams and/or departments
 - Engaging in effective decision-making processes that provide all stakeholders with a voice
 - Reporting such findings from teams/ departments back to the leadership team in writing
 - Utilizing findings/data from teams/ departments to inform the decisions of the leadership team and reporting back to the faculty about how the feedback factored into the process

f. Ensuring Collaborative Decision Making

1) ILTs are expected to be knowledgeable about the nature of decision making in their school, and implement best practices of shared/distributive leadership that will include the following:

- Establishing a shared vision
- Balancing the emphasis among results, relationships, and processes
- Increasing investment and ownership of decisions
- Creating and implementing an action plan
- Engaging in effective decision-making processes in order to facilitate agreement
- Building capacity of stakeholders
- Building leadership capacity
- Celebrating individual and group successes

2) ILTs will also be responsible for gathering data annually to review the effective functioning and efficiency of the leadership team as well as other teams, department, and committees in the school. One or more self-assessment instruments will be provided to leadership teams to assist them with this assessment. This self-assessment information should be provided to the school staff and the MCEA UniServ director. If the leadership team determines that there are opportunities to improve the operations of the teams and the decision-making processes in the school, a conference will be held to consider options for supporting the school.

- h. ILTs will have access to training, including training in collaborative decision-making, interest-based approaches to problem solving, facilitation, effective meetings, and team development. The ADC will work to ensure that all leadership teams have access to this training.
- i. Leadership teams that would benefit from support in collaborative, decision-making, and representative processes and systems may request support from the Systemwide Labor Management Collaboration Committee.

j. Information Report

Each principal will submit to the OTLS, at the beginning of each school year, the title of the team, a complete roster of team members, and the frequency of meetings. OTLS shall provide MCEA with a copy of this information.

3. School Triad Team

Each school shall have a school Triad Team (Triad) which includes the principal, Elected SEIU Representative (ESR), and Elected Faculty Representatives. The purpose of the Triad is to form a team that regularly works together

to enhance the collaborative processes and collaborative decision-making at the school. Records of the Triad Committee meetings shall be maintained at the school and shall include Triad decisions, resolutions, action steps and/or other communiques to staff. Such material shall be sent out within five (5) days of the meeting.

4. Grade-level and Department Teams and Committees

- a. ILTs will identify the goals of the work that needs to be accomplished by teams, departments and committees, within the context of school improvement.
- b. Expectations and parameters outlined for teams, departments, and committees shall be collaboratively established between teams and school leadership. This should include who may attend meetings, what needs to be accomplished through the meetings and what information will be communicated between stakeholders.
- c. Teams, departments, and committees will determine, in accordance with Article 17, Section C.8
 - How the work gets accomplished, including but not limited to agendas, action items, and communication of the work to stakeholders.
 - When and where they will accomplish this work.
 - Who needs to attend individual meetings to support this work, including but not limited to the media specialist, staff development teacher, reading specialist, and math content coach.These decisions are contingent on teams being able to meet the expectations identified by ILTs.
- d. When teams are unable to accomplish the work as identified by ILTs, the principal or designee shall provide the team with written feedback regarding concerns with the work of the team and determine
 - when they will accomplish the work,
 - who needs to attend individual meetings to support this work, including but not limited to the media specialist, staff development specialist, reading specialist, and math content coach.
 - how the team will communicate its progress to stakeholders.
- e. The principal and the team leader shall agree on the timeline of supports and intervention by administration for the purpose of having the team return to governing the work themselves, as quickly as possible.

5. Effective Use of Collaborative Time

The following characteristics are provided as guidelines for the effective use of collaborative time:

- a. **CONTENT—A clear focus on student learning,** which could take one of the following forms:

- Collaborative planning around both subject content and/or pedagogy.
- Application of qualitative and quantitative data to drive planning, with a focus on
 - » students who are struggling and have not met benchmarks,
 - » students who are meeting benchmarks, and
 - » students who are exceeding benchmarks
- Creation of common formative assessments as a team
- Looking at student work, using a rubric
- Building instructional capacity of staff and being engaged in professional development to improve practice.

b. PROCESS—Collaborative and shared leadership, which should include the following:

- The development and implementation of ground rules for the meeting
- Identified roles and responsibilities for each person
- Agendas jointly developed by the team (best practice to develop at the end of each meeting for the next meeting)
- A safe environment in which each member expresses their thoughts
- Assignment of work prior to the next meeting, and the allocation of time to accomplish such identified work on an individual basis
- Evaluation of the meeting, and revision of practice, based on evaluation.

c. DYNAMICS—Mutual trust and respect, which should take into account the following characteristics:

- The expected behaviors identified in the School Climate Compact
- The expected behaviors identified in the Organizational Culture of Respect Compact
- A commitment to address issues and not personalize concerns
- Active listening in order to retain an open mind to others' ideas
- A commitment to each other that it is alright to make mistakes and to learn from them
- To be empathetic to the feelings of others.

Groups that meet should evaluate their operations in relation to the above-referenced characteristics on an ongoing basis. If assistance is needed, it is expected that ILTs will work with the team to supply that assistance.

Given that time is a finite resource, it is expected that the ILT will seek to make efficient use of all collaborative time within the building, taking advantage of technology when appropriate. Examining what might be communicated electronically through e-mail, web video, shared documents, or social media is the responsibility of the ILTs.

B. Shared Responsibility for Student Achievement and Student Improvement

1. The parties agree on the following assumptions:

a. At the district level, the Board of Education and Executive Leadership Team are responsible for encouraging, modeling, and sustaining a culture necessary to support the shared responsibility for student achievement. They must continually articulate core values, reinforce the vision, and demonstrate their commitment to a new way of doing business. The continuous improvement process requires that the central administration of the school system support the needs of students and those who work in classrooms and schools. They are responsible for providing the resources that are needed at the school and classroom levels, and also the resources required for the planning, critiquing, and assessment of the work of teaching and learning.

b. At the school level, administrators and the staff as a whole are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving and for using a wide range of data so that an environment conducive to analysis and improvement is created.

c. At the classroom level, educators are accountable for the instruction they deliver and the classroom environment they create within which every student can succeed. Educators implement the curriculum aligned with established measures of performance and international, national, state, and local standards. The individual educator receives training in obtaining and interpreting student data and will have the responsibility to use this data to examine their classroom strategies and systems.

2. The Board of Education, administrative and supervisory staff, and educators are ultimately held accountable by the public for student performance.

3. Standardized test scores provide data that are useful as measures of progress or indicators of deficiencies in a school or a classroom. However, test scores alone cannot constitute a judgment, in and of themselves, about the performance of a teacher or the success of a school. The most important use of test data is to contribute to analysis and problem solving for school, teacher, and student improvement.

4. MCPS administration and the Board of Education have a responsibility to work collaboratively with MCEA, and vice versa, to ensure that standardized test scores and other assessment measures are used as tools for the improvement of teaching and learning, not simply as ends in themselves.

C. Staff Involvement in District Interventions to Improve Performance

When MCPS intervenes in a school to provide intensive assistance to improve performance, school staff will participate in the intervention and improvement process.

1. The deputy superintendent will notify MCEA when an intensive intervention is needed.
2. MCEA will collaborate with MCPS in developing intervention plans for individual schools to ensure staff ownership of the improvement process.
3. MCPS will provide a reasonable opportunity for all unit members to participate in developing an improvement plan that addresses the problems identified by the profile data.
4. The principal, ILTs, staff development teacher, and OTLS will work to ensure that the school's plan for professional development is integrated with and driven by the improvement plan and is communicated to all staff.
5. OTLS will facilitate ongoing communication with MCEA and with the entire staff throughout the process of developing a new direction/improvement plan for the school.
6. Schools identified for Comprehensive or Targeted Support and Improvement shall have unit members on required school-based teams who are elected by the unit members at the school.

D. Effective Human Relations Program

Schools and school staffs must take proactive steps to advance an environment of high expectations and mutual respect. The Board and MCEA affirm our commitment to preparing all students to live and work in a global multicultural world and to fostering an atmosphere where all members of the community feel they are an integral part of the educational process.

1. The Board and MCEA shall work collaboratively to establish, maintain, and support productive and harmonious working and learning environments for staff and students. The parties agree that acts of disrespect, insensitivity, bias, harassment, verbal abuse, physical violence, or illegal discrimination toward any person will not be condoned.
2. The board shall not discriminate based on race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/ parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations.
3. Each unit member shall be responsible for establishing and maintaining an educational atmosphere that is inclusive, bias-free, and welcoming, and one in which students can develop attitudes and skills for effective, cooperative living, including—

- respect for the individual regardless of race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/ parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations;
- respect for cultural and language differences;
- respect for personal rights of others; and
- respect for the right of others to seek and maintain their own identities with dignity.

E. Strengthening School-Home Engagement

1. MCPS will ensure that available systems, including but not limited to the new Student Information System, will be available to strengthen both school-to-home and home-to-school engagement and communication.
2. MCPS will ensure that the Student Information System and associated systems have embedded automated translation services to support communication between home and school.
3. MCPS will continue to provide translation services for both print materials and Language Line Services or a comparable system for staff.
4. Support and support materials for using translation services (e.g. emailing, messaging, Language Line) will be available.
5. **Home Visits—**
 - The MCEA LMCC will either collaborate on new systemwide home visit initiatives or delegate this responsibility per Article 6–Collaboration.
 - ILTs will collaborate on new school-based home visit initiatives.
 - MCPS will offer professional development best practices for home visits.

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ARTICLE **POSITIVE, SAFE, AND ORDERLY SCHOOL LEARNING CLIMATE**

A. Guiding Principles

1. All children should be respected, encouraged, and provided with opportunities to build the knowledge, skills, behavior, and attitudes to be successful contributing members of our changing global society. The maintenance of an educational environment conducive to these opportunities for growth and learning is the joint responsibility of all MCPS employees, students, and parents.

The basis for creating an effective, safe, and nurturing learning environment comes from

the establishment of a school climate in which every adult within the school community feels a responsibility for creating opportunities for every child to grow and learn.

All students can learn and we have a responsibility to ensure that all students do learn. Our instruction is rooted in the belief that there are no true differences in ability based on race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/ parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations.

2. The following standards for effective school environments shall guide the work of all MCPS staff in their classrooms, workplaces, and school communities. These standards represent a synthesis of more than 20 years of research and documented experience on the effect of school quality on student learning. Effective school environments—
 - have high and rigorous standards for what students should know and be expected to do;
 - promote culturally-responsive, gender-fair, ability-sensitive, linguistically, and developmentally-appropriate learning;
 - use instructional methods and organize schools and classrooms to create environments that support learning;
 - provide safe, respectful, and affirming environments for all;
 - actively involve MCPS staff, families and other members of the community in helping students succeed; and
 - provide useful feedback to students, families, staff, and the district about student learning.

B. Comprehensive and Inclusive Approaches to Student Discipline and Behavior Management

1. It is the responsibility of each MCPS school, through its ILT, to design and implement a consistent, comprehensive plan for managing student behavior as a whole-school community.
2. All adults within the school environment serve as role models for children. The ways adults model consistency, fairness, dependability, clarity of standards and expectations, and conflict resolution have a profound impact on the ways students grow, learn, and change.
3. Effective implementation of comprehensive school behavior management plans may require a redefinition of the roles of pupil service professionals and other staff. These staff members might participate in the design of school behavior management plans; consult with staff on effective techniques and interventions; assist in the integration of social skills, conflict

resolution and problem-solving concepts into instruction and curriculum; and work with individual staff and students to respond to behavior problems and crises.

C. Positive, Safe and Orderly Climate Policies

1. Each school shall annually develop, review, and adopt a local school "Positive, Safe and Orderly Climate" policy with the involvement of all school community stakeholders in accordance with the existing MCPS policy on Student Rights and Responsibilities. The development of the Positive Safe and Orderly Climate policy will be coordinated and ratified by ILTs and will include engagement of stakeholders such as parents and students. All members of the faculty and administration must be consulted about the development of the policy prior to its implementation.
2. MCEA and the Board agree that consistent use of the Student Code of Conduct is vital to maintaining a safe, secure, effective school environment for learning. ILTs shall adopt and implement strategies that incorporate conflict resolution strategies and student participation in the implementation of discipline policies. Accordingly, the parties agree to encourage that programs such as restorative practices, peer mediation, and conflict resolution be incorporated into the Positive, Safe and Orderly Climate Policies policy and into school practice.

D. Classroom Behavior Management

1. The classroom teacher-student relationship is the key to promoting positive student behavior. Teachers must have high standards and expectations for what students are expected to know and do, and communicate these to all students and families. Students must be encouraged to share responsibility for their own learning. When instructional decisions are based on students' learning styles, diversity, needs, experiences, and rates of learning, students are more likely to manage their own behavior, develop self-discipline, and participate respectfully in the learning process.
2. To the extent permitted by law, all unit members shall be given any information reasonably available to MCPS showing that students they teach or service have a record of violent acts or other documented chronic behaviors in school pertinent to the disruption and/or safety of classroom environments. The unit member shall take reasonable steps to understand the nature of the concerns, work with the student in a professional manner, and consult with other staff and, where appropriate, family members.
3. Unit members are expected to have and use appropriate positive behavior management skills. Unit members who are experiencing difficulty with the impact of classroom management on student behavior and learning should receive assistance from MCPS. Assistance may include a range of professional development opportunities, such as courses, reading, mentoring, observation of

well-managed classes, videotaping and feedback, and/or consultation with colleagues.

E. Dealing with Disruptions

1. When disruptions occur, MCPS and MCEA shall follow the hierarchical “Levels of Responses” articulated in the Student Code of Conduct and Positive, Safe School and Orderly Climate Policies and use the least intrusive approach to restore order, beginning with the school’s behavior management plan.
2. When a student’s behavior seriously disrupts the instructional program, to the detriment of other students, a unit member shall have the right to have the student removed from class temporarily. The unit member will use a written/electronic referral form when referring a student to a school administrator or their designees.
3. A unit member may remove, temporarily, from class, a student who is exhibiting disruptive behavior. The unit member may request that the student not be readmitted to that class until the unit member has had an opportunity to confer with the administrator (or other persons specified by the local Positive, Safe and Orderly Climate Policy), or with colleagues on a grade level or department team. Such a request must be made in writing on a standardized discipline referral form which lists reasons for removal of the students. If mutually satisfactory steps in accord with the school’s comprehensive behavior management plan do not result from this conferring, the principal may, after consultation with the classroom teacher, schedule another conference involving the parent(s), other administrators, and/or a member of pupil services staff. Administration shall confer with the teacher to create a plan for the student’s return to class. Any change to a student’s existing behavior intervention plan will be communicated to all impacted teachers.
4. In order to protect the student and/or others, physical restraint, as described in Maryland law as “a personal restriction that immobilizes or reduces the ability of a student to move the student’s torso, arms, legs, or head freely”, may be used by a unit member in an extraordinary case of breach of discipline to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. The unit member shall inform the principal at once of such an action and shall make an accurate, written account of it, within 24 hours.
5. Suspension, expulsion, or removal of students shall be made in compliance with Board policies.
6. When student behavior continues to be disruptive, the school’s comprehensive positive behavior support management plan should be utilized to provide the most effective approaches within the school for that student, with the goal of returning the student to the classroom.
7. Staff, parents, and students when appropriate, shall design individual plans to improve student behavior.

MCPS Student Code of Conduct, Student Rights and Responsibilities and school’s behavior management plan should be used for guidance. Alternatives to suspension should be utilized whenever possible. Within the constraints of a school’s facilities and staff, schools may consider alternative structure rooms or programs as a consequence for specific student behaviors. The assignment to alternative structure would depend on the needs of each student.

8. Each school shall maintain a crisis intervention team of adequate membership to address the needs of the school. Team members shall be trained or certified in nonviolent intervention in order to respond to students in crisis who are in need of de-escalation. Procedures for calling the team into action shall be clearly communicated to staff.
9. Rooms for students with disciplinary problems of the nature to warrant their removal from class shall not be staffed in high schools by employees of this unit. In middle schools and as budget permits, such rooms and staffing will shall be supplied. In the event of an emergency, unit members will may be required to supervise those rooms.

F. Alternatives for Addressing Persistently Disruptive Behavior by Students

When a local school determines that a student’s disruptive actions are persistent and exceed the resources, capacity or intervention skills of a local school staff to change the student’s behavior, MCPS shall attempt to provide alternate educational structures. Positive learning in alternate structures provide nurturing skill-building experiences for students who have not been successful in regular school programs due to problems such as delinquency, truancy, substance abuse, domestic violence, or persistent disruptive behaviors.

G. Information, Data Collection, and Analysis

Effective schools use timely and ongoing analysis of data to improve student outcomes. In the context of data-driven progress monitoring, School staff (including, but not limited to teachers and administrators) are encouraged to objectively collect and analyze authentic data regarding behavior, interventions, and discipline, and use analysis to assist in understanding the causes of behavior problems and design effective behavior management systems. Within legal and MCPS guidelines and policies regarding confidentiality of student information, unit members shall have access to this information for their local school. Uniformity in such data collection shall be enhanced by the implementation of up-to-date MCPS Student Information Systems.

A. Health and Safety

1. The Board and MCEA agree that it is our common interest to achieve, maintain and, if necessary, restore healthy and safe physical environments in all MCPS schools and facilities so that all staff, students, and parents can learn, teach, and support learning and teaching. MCPS procedures should strive to promote environmental sustainability.
2. To achieve this goal, the following principles are agreed on by the parties:
 - a. Conserving energy is every MCPS employee's responsibility.
 - b. The costs of creating a healthy school are more than offset by life-cycle savings in maintenance, operation, building life and reduced workers' compensation and other liability costs.
 - c. Healthy and safe schools, particularly with regard to indoor air quality, should be achieved by proactive operating and maintenance practices, not in reaction to complaints.
 - d. Good indoor air quality is essential to teaching and learning. Standards must be appropriate for adults and children. When there is doubt, MCPS should provide a margin of safety for children, whose vulnerability is greater.
 - e. All health and safety complaints should be addressed and resolved expeditiously, at the lowest possible level, and, to the extent possible, full disclosure concerning the complaint's resolution should be provided to the complainant.
3. Joint Health and Safety Committee
 - a. There shall be a systemwide joint health and safety committee composed of an equal number of representatives appointed by each party.
 - b. The committee shall meet a minimum of three times per year or more frequently if needed.
 - c. The joint committee shall be empowered to hear any health and safety issue brought to its attention by either party. Unit members may bring concerns based on any of the principles listed above or on other health and safety issues. The committee shall make recommendations to correct unsafe and/or unhealthful conditions, including the expenditure of funds to make those corrections. Concerns and complaints that remain unresolved after committee recommendations have been issued will be referred directly to the chief operating officer who,

within 30 duty days of receiving a complaint, shall investigate and render a final and binding decision.

- d. Health and safety complaints shall not be subject to the grievance procedure in Article 5. Unit members are not precluded from exercising any rights they may have under applicable laws seek outside review of alleged violations, and are encouraged to inform the school system when exercising such rights. No unit member shall be disciplined or in any way discriminated against, due to filing a complaint or following any procedures outlined above.
- e. Available, annual statistics of reported health and safety complaints and corrective actions taken shall be shared with the Committee.

4. School security

- a. A direct communications link from each classroom, including portable classrooms, to the office for reporting crises and getting help. Where such facilities are not immediately practical and possible, MCPS will provide the classroom educator in portable classrooms with access to a walkie talkie or phone. Each direct link shall be kept in good working order and shall be appropriately staffed to ensure response to reports of crisis.
 - b. Temporary classroom structures shall be equipped with adequate safety and security measures. Based on a school's needs, these may include but are not limited to adequate outdoor lighting, security cameras, and safe and sheltered egress to and from the main school building.
 - c. All unit members shall be provided keys to the spaces in which they teach.
 - d. When a unit member reasonably believes there is an imminent danger of death or serious harm to the unit member or the unit member's property, the unit member must immediately report the danger to the principal or designee and make arrangements in alignment with the school emergency plan and crisis response protocol to ensure the safety of any children in that unit member's care.
5. The parties agree that federal and state occupational safety and health laws will be adhered to.
6. **Indoor Air Quality Inquiries**—Unit members who are experiencing problems with the indoor air quality in their workplaces may request an investigation and appropriate relief by using the mutually established process for an Indoor Air Quality Inquiry, Investigation, Report, and Review (MCPS Forms 230-23 and 230-24). The administration shall respond in accord with the timelines established therein at each stage of the process. Failure to do so may be appealed only through the administrative complaint procedure.

B. Thermostat Control—Decisions over when conversion to heating or air conditioning occurs are based on a number of factors. Schools will be notified of their HVAC conversion dates in a timely manner. The principal, in consultation with ILT, may request earlier or later conversion dates. Such requests shall be honored to the extent possible.

C. Facilities

1. The Board shall keep schools reasonably and properly equipped and maintained. Where such facilities or capabilities are not immediately practical and possible, effort will be made to progress toward these objectives as quickly as possible.

2. As the budget permits, each school should have the following facilities or capabilities:

a. Unit members should have access to phones, electronic mail, voice mail, the Internet, and computerized teaching resources.

b. Clean and serviceable equipment within classrooms for teaching and learning, including desks and chairs for all educators, locking filing cabinets or desk, and storage space.

c. Access to printing and copying machines at each school, for reproduction of teaching materials. The parties agree to continue to invest in and explore ways to expand copy service.

1) In the event a copy machine breaks down, all staff at the school will receive an electronic communication stating that service has been requested.

2) In the event that a copy machine is out of service for three or more consecutive duty days, Copy Plus shall make every effort to get copies to educators within three to five duty days.

d. Appropriately furnished and equipped (and air-conditioned) employee lounges and restrooms for staff; and, when space is available, a separate staff dining area.

e. Adequately ventilated and humidity-controlled, and temperate (fully air-conditioned and heated), classrooms, throughout the school year and summer programs. In the event that temperatures in the classroom are below 55 degrees or above 80 degrees, the educator shall have the discretion to relocate the class to a more comfortable location after approval from administrator.

f. Itinerant-related service providers (e.g., occupational therapists, physical therapists, and psychologists) should be provided access to an appropriate workspace that is suitable for the service.

3. Parking

a. Adequate amounts of employee parking in safe, well-lit lots.

b. Should the number of staff that require accessible parking exceed the number of accessible spaces provided by ADA guidelines, it is a reasonable accommodation for the administration to ensure that sufficient accessible parking spaces are available to staff that require them. Staff will furnish appropriate documentation from their motor vehicle administration upon request.

4. The parties agree to pursue creative private/public partnerships that would help meet these facility goals.

5. In order to permit freedom of access, both during and after regular school hours, all unit members of that building will, as needed for their work, be provided access to the lounge, educator workrooms, and through interior hallway gates. Upon request, subject to approval by the principal, unit members may be provided temporary access to an outside door in their area of the building during nonschool hours.

6. When a speech and language room is provided, every reasonable effort will be made to make it available for the exclusive use of the speech and language pathologists during their assigned times in a school.

7. When a school building or rooms are used during the evening for any instructional or meeting activity, the facilities shall be properly cleaned and maintained before the opening of the building for the regular school session. Any violations of this section shall be processed through the administrative complaint procedure.

8. All future classrooms and gymnasiums shall be air-conditioned and all existing non-air-conditioned classrooms and gymnasiums shall be air-conditioned as soon as funds permit.

9. Each school will provide a place for unit members to make official confidential telephone calls, in private.

10. Every effort will be made to provide unit members with a quiet and, when needed, private work area for planning and other related duties.

11. The parties recognize that moving between classrooms and work locations is a necessary part of school-district operations. Providing as much notice as possible when a unit member must move is a goal that the district and association share. Thus, any unit member who has to move work locations due to building relocation or as a result of a District mandated reorganization, will be notified within a week of the Principal's notification. When it is deemed necessary for a unit member to move, unit members will be provided with the opportunity to discuss the move and the reasons for it. Support will be provided to assist unit members with moves. This includes, but is not limited to, activities such as transporting instructional materials, moving furniture, handling of special equipment, and set up. Appropriate moving materials and supplies will be made available to unit members. Every effort will be made to minimize involuntary classroom reassignments from year to year.

12. MCPS shall comply with any and all applicable laws regarding supporting mothers who choose to breast feed. MCPS shall provide reasonable break time and a private place for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has a need to express milk.

D. Process Improvements

Health and Safety concerns are of mutual importance and every effort to resolve them at the local level and make and maintain clear channels of communication should be made. To this end, the Operations and Contract Administration LMC (OCALMC), per Article 6, will make recommendations, if any, to the Labor Management Collaboration Committee (LMCC) on resolving concerns related to the following items:

a. Processes and Procedures Around:

- Submission and completion for work orders
 - Communication and dialogue within workplaces
 - Staff satisfaction regarding repair requests, timeliness, metrics, and other items
- b.** Additional performance metrics that should be collected and reported, considering requirements from applicable law and testing conducted in the workplace.
- c.** The OCALMC will discuss annually and provide updated recommendations as necessary to the LMCC in time to potentially impact the budget development process.

12

ARTICLE PERSONAL & ACADEMIC FREEDOM

- A.** The personal life of a unit member shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the unit member from properly performing their assigned functions during duty hours; or violate applicable laws; or be prejudicial to their effectiveness in their teaching position.
- B.** Religious activity, political activity, marital or parental status shall not be grounds for discrimination for professional employment or promotion, providing said activities do not violate applicable laws, or are not prejudicial to the unit member's effectiveness in their teaching position. The Board and the Association agree that they will not take any action against any unit member because of their participation in religious, political, or teacher-organization activities conducted outside duty hours and off school property.

- C.** Each unit member recognizes and accepts their obligation to support the goals of education and to foster respect for the heritage of democratic values.
- D.** The Board and the Association, believing that academic freedom is basic to the attainment of the educational goals of Montgomery County Public Schools, agree as follows:
1. Unit members shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in their courses, particularly in relation to controversial subjects, within such limits as may be imposed by relevance to the course, the level of maturity and the intellectual ability of the students, and the time available. Unit members shall permit freedom of expression on those topics that are matters of opinion so that students may weigh alternate views and make up their own minds. Students shall be encouraged to examine, analyze, evaluate, and synthesize the information available to them before drawing conclusions, in order to develop, as fully as possible, their capacities for rational judgment. Unit members shall strive to promote tolerance for the opinions of others and respect for the right of all individuals to hold and express differing opinions.
 2. A unit member does not have privileged status by virtue of their position to make statements that are libelous, slanderous, or that violate the civil rights of others.
 3. A unit member may express their own opinions in regard to political, social, and religious values or issues, provided that the total presentation is essentially balanced and fair. They shall not use their professional contacts with students to further their own political aims or those of any individual or group.
- E.** No unit member shall be disciplined without proper cause. If a remedy exists under Article 6, Section 202, of the Education Article of the Annotated Code of Maryland, it is understood that actions taken under that article and section are not subject to the grievance and arbitration procedure in Article 5 of this Agreement. For the purpose of this paragraph, discipline shall be defined as including reprimand and warning notices.
- F.** Unit members may be placed on administrative leave with pay, pending investigation of misconduct or possible criminal conduct—
- when a unit member is considered to be a danger to others or self;
 - when there is reason to believe that a sensitive investigation might be tainted;
 - when it is determined that administrative leave is in the best interest of the unit member; or
 - when there is a danger of disruption to the educational process of the school system.

The Office of Human Resources and Development will work with teachers on administrative leave to find temporary alternative assignments when it is in

the best interest of the unit member and the school system. During the course of an investigation, the Office of Human Resources and Development will regularly update the appropriate MCEA representative as to the status of the case.

A unit member will be entitled to have an Association representative present when the unit member is to be disciplined.

- G. Unit members who claim administrative harassment, intimidation, and reprisal may seek relief through administrative complaint and, where appropriate, the Diversity and Training Unit, the Employee Assistance Program, or the Office of Ombudsman.
- H. The protections afforded under this Agreement to speech and academic freedom will be applied equally to information posted on school computer networks.

13 **ARTICLE** **SECURITY OF STAFF, STUDENTS, AND PROPERTY**

- A. The right of individuals to protect themselves and others consistent with the law shall not be denied to unit members as a condition of their employment.
- B. The Board will take precautions to prevent theft, damage, and/or other types of vandalism on Board property. All unit members have the responsibility to develop in students habits of good citizenship and good behavior. All unit members share responsibility to work with students to reduce vandalism.
- C. Unit members shall exercise responsibility for the following:
 - 1. Adequate supervision of pupils in all parts of the building during duty hours and during assigned supervision of school-sponsored student activities, reporting and preventing vandalism, willful waste of materials, supplies, utilities, or other school property, and aggression toward any individual.
 - 2. Supervision of the movement of pupils in the school building and in their activities on the school grounds.
 - 3. The security of the school, and Board property provided for school use, particularly the classroom and its contents, and the conservation of utilities, materials, and supplies.
- D. The Board will put its full support behind the policies it adopts in matters of discipline, disruptive, and/or unauthorized visitors. The Board and the unit members recognize a mutual responsibility for the enforcement of such policies.
- E. Any case of assault on a unit member by other than another unit member shall be promptly reported by the

unit member to their immediate supervisor. This report will be forwarded to the superintendent or designee who will comply with any reasonable request from the unit member for information in their possession relating to the incident or the persons involved.

- F. In the event a unit member is charged with personal liability arising from acts or omissions they committed within the scope of their employment, they will be provided legal representation for their defense and will be fully indemnified against any monetary judgment or fine levied against them by a court or administrative body. It is understood that liability protection for employees is provided by a combination of legal immunity recognized by Maryland law and MCPS participation in a self-insurance pool, as allowed under Maryland law.

G. Interventions in Fights

- 1. Unit members in every school in the county may intervene in any fight or physical struggle that takes place in their presence in any school building or on the school grounds, between or among students or any other persons. The degree and force of the intervention shall be as reasonably necessary to restore order and to protect the safety of the combatants and surrounding persons.
- 2. A unit member who incurs injury while thus intervening shall be compensated by the Board for necessary medical expenses resulting directly from the intervention and shall not suffer any loss of compensation for time lost from their school duties resulting directly from the intervention, but such compensation shall be reduced by any payments made pursuant to the workers' compensation law.
- 3. In any suit or claim brought against the unit member because of the intervention, as provided for in Subsection 1 herein, by a parent or other claimant of one of the combatants, the Board shall provide legal counsel for the unit member and shall save them harmless from any award or decree against them.

H. Personal Injury

- 1. When a unit member is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of their employment as used and defined in workers' compensation, the unit member will be paid their full salary, less the amount of any workers' compensation award made for temporary disability due to said injury for the period of such absence. No part of such absence will be charged to the unit member's annual or sick leave. For purposes of this section, full pay shall be as defined in Article 31, Section E, Workers' Compensation Leave.
- 2. The Board will reimburse a unit member up to a limit of \$15,000 for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in

the course of the unit member's employment, except injuries covered by Section G above.

3. In cases of assault on a unit member, the provisions of Article 31 (Leaves), Section E (Workers' Compensation Leave), shall apply.

I. Property Damage

1. In the event that a unit member has any clothing or other personal property, with the exception of motor vehicles or their contents, damaged or destroyed as a result of their enforcement of school regulations, or in the performance of other school duties, the Board of Education will reimburse the unit member for such loss, up to an amount not to exceed \$900. Where a claim for damage or destruction of personal property is based on the performance of other school duties, reimbursement will not be required if possession of the personal property for which reimbursement is claimed was not reasonable or proper under the circumstances, or if damage or destruction was caused by the negligent or wrongful act of the employee.
2. Damage to a unit member's motor vehicle will be reimbursed up to the level of their motor vehicle insurance deductible, not to exceed \$100, provided that the unit member can produce the proof that their motor vehicle was damaged as a result of their enforcement of school regulations.

14 ARTICLE INSTRUCTIONAL MATERIALS & SUPPLIES

- A. The Board will budget funds to the superintendent and staff to provide for the purchase of new and/or replacement textbooks, media materials, other instructional materials, supplies, and equipment of sufficient quality and quantity to support the instructional program, both during the regular school year and in summer school programs. Such supplies may also include, but are not limited to include consumables and electronic instructional materials.

The Board agrees to submit, in its budget request for FY 2021 through FY 2022, no less than the dollar amount provided on a per-pupil basis in the previous fiscal year.

1. Instructional materials and supplies will be funded to maintain the present rate and to provide for increases in rate as needs indicate and as budget funding will allow.
2. The various programs of instruction supported by the Board will be funded according to purposes and needs.
3. At the time of initial allocation of the materials of instruction funds, a report to the principals of how these funds are allocated will be provided to the schools by the superintendent.

4. Summer school materials and supplies shall be funded in addition to the regular school allocation. An additional allocation will be made for summer school laboratory courses.

- B. Distribution of those materials of instruction funds allocated on a per-pupil basis shall be based on the projected enrollment for the school year, with the final allocation of these funds based on the actual enrollment on September 30.

Principals will share the instructional material and supply budget allocation with the Instructional Leadership Team (ILT) at their schools prior to finalizing decisions on how available money will be utilized. The instructional material and supply fund budget will be discussed during ILT meetings so that the ILT has the opportunity to provide feedback on the prioritization of funds, keeping in mind the strategic goals set by MCPS and/or the school's SIP.

- C. Unit members using personal funds to purchase materials and/or supplies with the advance approval of their principal or immediate supervisor will be reimbursed for the amount of the purchase upon submission of an appropriate receipt. Unit members cannot be required to spend personal funds for classroom materials or supplies.
- D. No unit members shall be required to use their personal phones or other devices for any work-related activities.
- E. Cell phones will be made available for non-school based staff who are required to make home visits as funding permits.
- F. **New Curriculum**—The parties agree that bargaining unit members will not be required to implement new curriculum if—

1. Vendor Purchased:

- a. educators who are expected to implement new curricula at the beginning of the year, shall be provided access to training opportunities starting at least four weeks before the expected implementation date.
- b. educators who are expected to implement new curricula mid-year, shall be provided training opportunities starting at least four weeks before the expected implementation date.

2. MCPS Developed:

- a. detailed outlines (including common tasks or required summative assessments, and a list of required readings) with timelines are not provided to the teachers starting at least four weeks prior to the beginning of the semester during which the curriculum is scheduled to be taught, or
- b. The MCPS curriculum materials for a unit are not available to teachers who are expected to teach it starting at least four weeks before the unit is scheduled to be taught.

3. The parties agree that it is ideal when implementing a new curriculum that during the initial implementation,

where appropriate and affordable, training may be provided by the vendor.

G Technology

1. Educators shall have access to technical support to allow for the utilization of the technology in an efficient and effective manner.
2. As budget permits, when the curriculum requires the use of technology and/or access to technology, unit members will be provided with enough devices for each student in the class in order to successfully implement the curriculum.

15

ARTICLE

PROFESSIONAL DEVELOPMENT

A. Developing and Retaining Highly Qualified Teachers

MCEA and MCPS agree that quality teaching is a complex job that requires knowledge, skill, preparation, and commitment. To be effective with diverse students, teachers need to be culturally proficient and have a significant repertoire of skills, strategies, and practices derived from research about teaching and student learning and the knowledge to match these skills to student instructional needs.

We acknowledge that incentives may be needed to encourage highly qualified teachers to join or remain in the workforce at our high-needs schools. One of the best incentives for teachers is to understand that they will be joining a professional learning community, working with colleagues who are willing and able to collaborate with them and support their growth. MCEA and MCPS recognize the significant leadership that teachers provide in the improvement of instructional practice and school quality. Teachers work collaboratively with colleagues and administrators to design job-embedded professional development that is focused on student achievement, their own professional growth, and the advancement of their profession. We will develop and encourage innovations in professional development and teacher leadership that allow our best teachers to lead and coach colleagues for educational improvement.

Lastly, we acknowledge that National Board for Professional Teaching Standards Certification—the teaching profession’s highest distinction—is one of the ways that educators can demonstrate accomplished teaching. We commit to developing a support system that will encourage and sustain applicants and reward recipients of National Board Certification.

Improving student learning and achievement is the goal for all educators as teachers, principals, and other administrators collaboratively plan professional development. All training and development activities

are directly aligned to support student outcomes and system goals. The best strategy for improving teaching and learning is building the capacity of a school to function as a learning community in which professional development is job-embedded and is supported with sufficient time and resources. This comprehensive professional program, collaboratively designed, implemented, and assessed, becomes the cornerstone of all district operations.

B. Professional Development Collaboration

- 1. The Professional Growth System**—The parties commit to maintaining the comprehensive professional growth system that has been jointly designed and implemented.

Through the Professional Growth System (PGS), MCPS and MCEA aspire to achieve the highest performance possible of every student and educator by raising the quality of instruction in the schools. The Professional Growth System acknowledges that peers provide valuable support in establishing and expanding good teaching practices.

a. Elements of PGS

The Professional Growth System is a multidimensional approach to supporting and improving the quality of teaching in MCPS. The essential elements of the system are as follows:

1. Standards for performance.
2. Training for evaluators and unit members.
3. A professional growth cycle that integrates the formal evaluation year into a multiyear process of professional growth.
4. A job-embedded professional development program utilizing best practices of professional growth, such as school-based staff development teachers.
5. Time to allow teachers to participate in professional development activities during their workday.

b. Governance of PGS Implementation

The Professional Growth System is governed by the collaborative PGS Implementation Team that includes representatives of MCEA, the MCPS Office of Human Resources and Development, and the MCPS Office of School Performance. Ongoing program evaluation of this complex initiative will continue through the PGS Implementation Team, a multi-stakeholder team that designs and oversees the collaborative program evaluation of the PGS and makes recommendations for improvements in the system.

The role of the PGS Implementation Team is to problem solve around issues related to the entire professional growth system. If changes need to be made to the evaluation component, including the

instrument and processes, changes shall not be made without following the procedures set out in Article 15.

c. PGS Handbook

The Professional Growth System is described in detail in an official handbook that is written by the PGS Implementation Team and reviewed and revised by the Implementation Team annually.

d. Reflection on Teaching and Learning in a Professional Learning Community

Intrinsic to the concept of continuous improvement is self-reflection on knowledge, skills, strategies, and practices. Observations by others are supportive of this reflection. All teachers may be observed formally and/or informally at any time. During professional development years, formal observations are not required. However, administrators, resource teachers (RTs), middle school content specialists, or interdisciplinary resource teachers (IRTs) are expected to do a minimum of two informal observations each professional development year in order to be familiar with teachers' classroom practices.

Recognizing that each professional staff member must constantly seek ways to improve their effectiveness, a program of 360-degree feedback will be implemented for all unit members. This practice of 360-degree feedback will include classroom teachers, counselors, media specialists, pupil personnel workers, and other unit members working with students by students; and assistant principals and principals by teachers. All feedback will be confidential and for the sole use of the unit member seeking the feedback. Unit members are encouraged to share the results of the data and their plans for improvement with those individuals who have participated with them in the feedback process.

C. Peer Assistance and Review Program

1. MCEA and MCPS agree to jointly operate a Peer Assistance and Review (PAR) Program. The PAR Program is a mechanism for maintaining systemwide quality control and ensuring that all MCPS teachers responsible for teaching students are functioning at or above the high MCPS standards of performance. It provides intensive assistance for any teacher who has not yet achieved that standard or who falls below acceptable standards. Assistance and review are provided to both experienced MCPS teachers in need of significant improvement and teachers in their first year of teaching.
2. The PAR Program shall operate in accord with the procedures enumerated in the Teacher Evaluation Handbook. PAR operational guidelines will be established by the Panel, in accord with the Handbook.
3. The PAR Program shall be run by a PAR panel. The panel shall consist of at least 12 members appointed by the superintendent, an equal number being

teachers recommended by MCEA, and school-based administrators recommended by MCAAP.

4. The PAR Program has consulting teachers who provide instructional support to novice teachers (teachers new to the profession) and those not performing to standard.
5. The parties agree to design and oversee jointly evaluation of the PAR Program.
6. PAR is, by definition and design, a collaborative effort between MCEA and MCPS. In the event that one of the parties determines that the PAR Program fails to live up to the purposes and collaborative principles for which it was established, the PGS Implementation Team will meet with the superintendent and the president of MCEA to review options and attempt to address concerns. If consensus cannot be reached, MCEA can discontinue its involvement in the program with 90 days' notice. MCPS may continue to fund positions in the budget associated with the evaluation system, but it may not refer to the program as PAR.

7. PAR Panel Recommendations

a. Probationary Teacher

If the PAR panel recommends contract nonrenewal for a probationary teacher, the teacher will be given the opportunity to appear before the PAR panel. If the teacher chooses to appear before the PAR panel, the principal also will be given the opportunity to present information to the PAR panel. If the PAR panel affirms its original recommendation for nonrenewal, that recommendation is forwarded to the superintendent. A majority vote of the PAR panel shall be required to overturn its preliminary recommendation and uphold the teacher who has submitted the information.

b. Tenured Teacher

If the PAR panel recommends contract termination for a tenured teacher, the teacher will be given the opportunity to appear before the PAR panel. If the teacher chooses to appear, the principal also will have the opportunity to present information. A majority vote of the PAR panel shall be required to overturn its preliminary recommendation and uphold the teacher. If the PAR panel affirms its original recommendation for dismissal, that recommendation will be forwarded to the superintendent. Tenured teachers retain due process rights afforded them by the MCEA collective bargaining agreement and/or state law.

8. Rights and Responsibilities of Teachers in the PAR Program

- a. Nothing in this Article or the PAR Program shall diminish the rights granted to teachers under Section 6-202 of the Education Article of the Annotated Code of Maryland, relative to suspension and dismissal, and the right to appeal such personnel actions.

- b. MCEA unit members participating in the PAR Program, as consulting teachers or as members of the PAR panel, shall be indemnified and held harmless by the Board against any and all claims arising as a result of their actions within the scope of their duties.

D. Professional Development

1. **Principles**—Professional development is the process by which educators individually and jointly enhance and update their knowledge of curriculum, content, and process and improve their instructional skills and strategies. Enhanced professional development increases effectiveness; builds confidence, morale, and commitment; and subsequently, the ability to improve the quality of education of all students in MCPS.

The parties agree on the following assumptions about professional development:

- Successful professional development programs, activities, and plans must be focused on student learning and achievement.
- Professional development should be continuous, focus on research-based best practices, and include job-embedded opportunities.
- School climates that promote professional learning and growth provide opportunities for collaboration and dialogue around student and teacher work for the purpose of improving student achievement.
- The professional learning community is responsible for collegial growth and support, with the understanding that professionals have each other's best interest at heart.

2. **Choice of Professional Development Activities**

Professional development can take many forms, depending on the Professional Development Plan (PDP) of the individual educator. Examples of professional development options are provided in the PGS Handbook. MCEA unit members, in collaboration with their administrators and staff development teacher, will determine the forms of professional growth and development appropriate for meeting the goals of the PDP.

3. **Graduate Coursework for Professional Development Tuition Reimbursement Program**

The Board agrees to provide tuition reimbursement for full-time and part-time unit members who complete graduate courses that enable them to continue their professional development and to maintain or increase their skills as education professionals in their employment with MCPS.

Unit members may request tuition reimbursement for graduate university and college courses. Courses must be approved by MCPS.

- a. The unit member must achieve a grade of "B" or better. Documentation must be submitted (report card and proof of payment) within 60 days of the end of the course.

- b. Reimbursement shall cover actual tuition only and not the cost of books or other materials.

- c. Reimbursement shall be for 50 percent of the current cost of in-state tuition at the University of Maryland, College Park, up to a maximum of nine hours credit per fiscal year for graduate courses not currently offered by the in-service program.

- d. The 9-credit-hour limitation may be waived for a specific year (or years) under the following conditions:

- 1) Completion of the requirements of an approved program requires enrollment in more than 9 credits during one or more years of the program, or MCPS approves enrollment in more than 9 credits in order to meet a specific school-system need.
- 2) No reimbursement for additional credits outside the approved program will be approved until the total reimbursement from the first year of excess credits is less than an average of 9 credits per year.
- 3) If the employee retires or resigns prior to the time the average reduces to 9 credits per year, the employee will be required to repay MCPS for any excess reimbursement beyond the average of 9 credits per year from the first year of excess reimbursement.
- 4) In no event may the employee be reimbursed for more than 45 credits in the five-year period, beginning with the first year of excess reimbursement.
- 5) The Board will reimburse 50 percent of the cost of tuition for the equivalent of 1 credit hour, up to the maximum of 9 credit hours per year, for completion of Continuing Education Unit (CEU) or Continuing Professional Development (CPD) courses not offered by the in-service program (see below). Reimbursement requests must be submitted with proper documentation verifying completion of CEUs or CPDs that have been approved through a state-accepted accrediting agency.

4. **MCPS/MCEA CPD Course Partnership**

- a. Unit members have an interest in expanding the availability of courses that will enhance their professional development and potentially lead to salary and career advancement. MCPS has an interest in offering professional development opportunities designed to achieve system goals and priorities. In this collaborative spirit, MCPS and MCEA will jointly plan, design, implement, and assess courses carrying CPD. MCPS and MCEA will design and implement courses that address system and unit-member needs. The intention of this plan is to widen the variety of courses available

to teachers and to facilitate training on MCPS priorities. This joint enterprise will be self-supporting; tuition will cover fees, salaries, and overhead.

- b. Instructors for CPD courses will be paid a stipend of \$750.00 per credit hour regardless of when they are offered.

E. Time and Resources for Professional Development

1. Recognizing the need for maximizing available instructional time for students, time for professional development is provided using a variety of options, either within the work day or beyond the work day, as determined collaboratively by ILT.
2. When the professional development activities take place during the workday, time may be provided by—
 - flexible grouping and scheduling,
 - use of technology (e.g., distance learning with use of video and TV transmissions),
 - use of substitutes,
 - team or department meeting times,
 - staff meeting times, or
 - other options as determined by the local ILT.
3. When professional development activities take place outside the workday, compensation can be provided in the form of—
 - university credit,
 - stipends,
 - CPD (in-service),
 - fulfillment of professional development plan objectives, or
 - other options as determined by the local school leadership team.
4. Funds available for local school professional development will be allocated to the local school with no less than a \$2000 base and half (.5) of the substitute cost for each member of the school's professional staff to come from allocated funds. The allocation of these funds will be reported to ILT.
5. For the term of this Agreement, the Board agrees to budget funds for the purchase of books, equipment, and other educational resource materials it determines to be necessary for use by the professional staff.
6. The Board is committed to continuous improvement through job-embedded professional development and agrees to fund support for activities that may include the following:
 - a. School-based staff development teachers.
 - b. Necessary resources, materials, and equipment to be used specifically to support local school, field office, and districtwide staff-development activities and programs, including the training of staff development leadership.

- c. Ongoing assessment of the effectiveness of the Professional Growth System and programs offered by the Office of Human Resources and Development.

7. MCPS will provide for the assignment of staff development substitute teachers to schools to allow teachers to participate in professional development and growth during their normal workday. Each school develops its own procedures for ensuring that educators have an opportunity to utilize the substitute to make time available for work on professional growth, including Professional Development Plans (PDPs).

F. Teacher Leadership

The parties agree on the following assumptions about teacher leadership:

- We face a pressing challenge to increase the number of experienced, highly skilled teachers teaching in our neediest schools.
- Skillful teachers have a profound and positive impact on improving the practice of peers.
- Many of our most skilled and experienced teachers desire to provide leadership in their schools without leaving classroom teaching.

Given those assumptions, MCEA and MCPS are committed to creating a variety of opportunities to recognize, reward, and encourage mastery and leadership in teaching and to encourage our master teachers and teacher leaders to contribute to the improvement of our schools, especially our highest-needs schools.

1. Support for National Board Certification

Certification by the National Board for Professional Teaching Standards is recognition of high levels of knowledge and skills, the ability for self-reflection and continuous improvement, and the ability to use a variety of teaching strategies to meet the needs of a diverse student population. It is in the interest of MCPS and MCEA to support unit members in the certification process. To that end, the Board agrees to the following:

- Provide for communication to administrators, parents, content teacher specialists, and teachers about the process and what it means.
- Allow for local school material resources (video cameras, microphones, etc.) to be used by candidates in the process.
- Allow for process-related tasks to be done within the context of professional development.
- Provide support from the Office of Human Resources and Development.
- Permit use of tuition reimbursement funds to pay the cost of National Board for Professional Teaching Standards components, renewal fees, and successful retakes of National Board unit exams, provided the total cost for this and credit reimbursements does not exceed the maximum available per individual.

2. Supervising Student Teachers

Participation by supervising unit members in the training of student teachers or graduate interns in an education program shall be voluntary and shall be based on criteria established by the Office of Human Resources and Development. The teacher and principal will receive a copy of the assignment, programs, and work schedules for approval. The Board shall support a systematic program of training for those unit members who wish to train personnel from approved teacher training programs in accredited institutions.

G. National Board Certified Teacher (NBCT)

1. A National Board Certified Teacher (NBCT) who facilitates a component-specific cohort, including renewals, in the NBCT Candidate Support Program as a NBCT Cohort facilitator shall receive a stipend of \$1,500 for each cohort facilitated. Cohort facilitation will include a minimum of 30 hours of organized group based on specific training plans developed through NBPTS, as well as informal consultations and support for cohort members as needed. These hours shall be logged and submitted to the Director of Professional Growth Systems by the second week in April.
2. Up to 10 exhibition cohorts will be run each fiscal year.
3. Participants will be charged the CPD fee, commensurate with the cost of a Continuing Professional Development (CPD) course, for participating in a cohort.
4. One stipend, at an amount of \$1,500 will be designated to one NBCT Master teacher-leader to serve as an organizer/support to all cohort facilitators. Their duties will include addressing candidate and facilitator questions, serving as a guest presenter or possible substitute, liaising with the state, communicating with the MCPS state liaison and maintaining an informational webpage to support the program.
5. The NBCT Master Teacher leader will report to the Director of Professional Growth Systems. NBCT teachers will facilitate no more than one cohort of teachers for any given fiscal year. These courses will be capped at no less than 10.

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ARTICLE EVALUATIONS

- A. In the Professional Growth System (PGS), the formal evaluation process is seen as a tool for continuous improvement. During the formal evaluation year, both the educator and evaluator gather data from the professional development years as well as from the evaluation year. This data serves as point of reference for the collaborative evaluation process. The evaluation year is a

time when the teacher and evaluator reflect on progress made and potential areas for future professional growth.

Formal evaluations are not required during professional development years of the professional growth cycle. However, the principal must complete the *Yearly Evaluation Report for MSDE Certification Renewal* annually to verify to the Maryland State Department of Education (MSDE) that the certificate holder's performance is satisfactory ("meets standard").

The details of the evaluation processes are included in the Professional Growth System Handbook. Refer to this document for frequency/schedule and definitions.

B. Evaluation Report

The final evaluation report is completed by the principal or assistant principal. It includes an examination of the cumulative performance for an entire professional growth cycle and reviews the educator's overall performance on each of the MCPS performance standards. Data for this report is gathered from formal and informal observations, and also should include a variety of other sources. Some examples of these include samples of student work, student achievement, lesson plans, parent communication, and student and parent surveys.

C. The Formal Observation Process

Formal observation data must be included in the final evaluation report. After the observation conference, the observer prepares a written narrative summary of the class and the conference, titled the Post-Observation Conference Report. This report contains an analysis of the lesson, including evidence from the lesson and information about the effect of the lesson activities on students. The report includes a summary of the discussion with the educator as well as any decisions or recommendations that resulted from the conference. The educator is expected to review and return a signed copy of the Post-Observation Conference Report. The educator's signature indicates that they have received and read the conference report but does not necessarily indicate agreement with the contents of the report.

D. Due Process Rights During Evaluation

1. Upon request, unit members will be given a copy of any evaluation report prepared by their administrator or supervisor at least one day before a conference is held to discuss it. Unit members will be required to sign the evaluation report as evidence that they have seen it. They will not be required to sign a blank or incomplete evaluation form. A unit member's signature does not signify acceptance of the rating.
2. Upon request, a teacher in the PAR Program will be given a copy of the mid-year and/or summative report of the consulting teacher at least one day prior to a conference to discuss it. Unit members will be required to sign the mid-year and summative reports as evidence that they have seen them.

3. All observation of the work of a unit member, either by an administrator/supervisor or consulting teacher, will be conducted openly and with the observer visible to the unit member.
 4. Upon request, unit members will be given a copy of the formal observation scripted notes by their administrator, supervisor, or consulting teacher at least one day before a post-observation conference is held to discuss it, unless the observation and conference occur on the same day.
 5. No class visit/observation report will be submitted to the central office, placed in the unit member's file, or otherwise acted upon before the conference with the unit member, unless the unit member is not available for a timely conference. Unit members will be required to sign the class visit/observation report.
 6. Unit members will have the right, upon written request on the appropriate form, to review the contents of their personnel file. If a unit member wishes to be accompanied by another person or a representative of the Association during such a review, that request must be entered on the request-to-review form. Confidential records such as application references and promotional references will not be made available to a unit member.
 7. Nonconfidential complaints about, or material derogatory to, a unit member's conduct, service, character, or personality may be placed in their personnel file only if—
 - a. the unit member has had an opportunity to review the material and been given a copy,
 - b. the appropriate administrator has investigated the allegations, and
 - c. the appropriate administrator has concluded that the allegations are true.
 8. The unit member will acknowledge that they have had the opportunity to review such material by affixing their initials to the copy to be filed, with the expressed understanding that such initialing in no way indicates agreement with the contents. The unit member shall be permitted to attach their comments related to the derogatory material.
 9. Complaints regarding a unit member made to an administrator that are used in the unit member's evaluation will be called to their attention. If the complaint is in writing, the unit member will be given a copy. The unit member will be required to initial the material, indicating that they have read it. They will be permitted to attach their comments related to the complaint. Reprisals taken by the unit member against any student, any class, or any person will be cause for immediate investigation that may result in dismissal proceedings being activated.
 10. **Confidential Records**—The school district may maintain a register of events or circumstances involving an employee that raise questions about student or employee safety and security, provided that the employee who is the subject of an individual record has been informed, in writing, of the circumstances giving rise to the concern, and subject to the provisions in Subsections 7(a), (b), and (c) above.
 11. The principal or immediate supervisor of a unit member will discuss the unit member's work performance with that person prior to a formal evaluation of that performance.
 12. Final evaluation of a unit member upon termination or retirement will be concluded prior to severance, and no document or other material will be placed in the personnel file of such unit member after severance, except in accordance with the procedures set forth in this article.
 13. Evaluation of unit members during their probationary period of employment is of high importance to the unit member and the school system. Cooperative efforts will be made to work for their success but if, after one or two years, success does not seem possible, they will not be continued in employment. Upon receiving notice of nonrenewal of a provisional or regular contract, probationary unit members may, within 10 days of that notice, request a hearing by the superintendent. The unit member, upon request, will be given adequate notice of the hearing date. Reasons for the proposed action will be given to the unit member, upon request. The unit member will be entitled to be represented by the Association and/or counsel of their choice and will be granted an opportunity to defend himself/herself, presenting arguments and/or evidence. The decision of the superintendent shall be in writing, stating the reasons for the determination.
- E. Process for Changing the Evaluation System**
- The current unit member evaluation system, including the instrument and the teacher evaluation system booklet of Montgomery County Public Schools, Rockville, Maryland (also known as the Professional Growth System Handbook), shall not be changed without following the procedures set out below:
1. Preceding the proposed implementation of any proposed changes, the Board shall notify MCEA of its desire to change the evaluation system.
 2. Thereafter, the parties shall confer in good faith over the content of any proposed changes in the evaluation system, until agreement is reached, or until 90 days following receipt by MCEA of notification that the Board desires to change the evaluation system. The conferring teams shall be headed by the chief negotiator for each party.

3. If no agreement is reached within 90 days following receipt by MCEA of notification that the Board desires to change the evaluation system, the Board may unilaterally implement changes in the evaluation system.

17 ARTICLE

SCHEDULES & WORK LOAD

- A. MCEA and the Board agree with national and state reports that confirm the following:
- Maximizing instructional time is vital for student learning.
 - Teaching and learning take place in different ways, at different times, and by using different styles for individual students.
 - Time for paying attention to individual students, for planning and preparing to teach, for observing and assisting colleagues, for group work, and for individual study also need to be built into the working day.
 - To improve our ability to maximize student learning, teachers should have additional opportunities to plan with other teachers, to participate in relevant professional development experiences, and to be involved more fully in making the key decisions that affect their daily responsibilities.
 - During the school day, teachers should be able to focus their complete attention on facilitating the learning of their students. However, involvement in school activities is the responsibility of all professional staff.
 - More flexible use of time encourages student growth and initiative and enables schools to direct resources more effectively to where they are most needed.
 - Professionals involved in a meaningful and legitimate process of school governance and decision making must be fully engaged in the work, activities, and events that are the life of the school.
- The parties affirm our mutual commitment to this vision and the conditions needed for high-quality schools and high-quality teaching and learning. It is our intention to continuously improve how time is structured and used.
- B. 1. While professional personnel will often work more than eight hours per day, the professional salary schedule is based on an eight-hour workday.
2. All 12-month personnel in this unit and all 10-month professional personnel in the central office or field offices will be assigned appropriate starting and dismissal times so that their normal workday will be eight hours, in addition to their lunch period. All resource teachers, content specialists, and resource counselors will be assigned appropriate starting and dismissal times so that their normal workday will be eight hours, in addition to their lunch period.

3. All 10-month school-based professional personnel will be assigned appropriate starting and dismissal times so that the normal workday at their school will be seven hours, in addition to their duty-free lunch period. Unit members' lunch period shall be no less than 30 minutes in length. Summer assignments for full-time professional development activities will be eight hours, in addition to a lunch period.
 4. As professionals, MCEA unit members work with students in ways that go beyond the classroom and routinely devote time beyond the workday to meet student needs. The parties recognize that teachers frequently need to attend school activities, events, training, and parent conferences that extend or occur beyond the student day, in the evening, or on weekends. It is recognized that these activities may not require the attendance of all unit members; however, attendance at school activities is a shared responsibility for a professional staff. MCEA unit members assume responsibility and accountability for determining the appropriate extra time that they extend to provide a quality school.
 5. School-based unit members will indicate their presence by placing a check mark in the appropriate column of the faculty "sign in" roster or by a technical solution determined by the school leadership team.
 6. Adjustments to start or dismissal times may be assigned by the principal if requested by a unit member(s) and if the principal determines the adjustment to be appropriate. In all cases the principal's decision shall be final.
 7. In regard to delayed opening and/or early dismissal authorized by the superintendent, the workday of 10-month school-based unit members will begin 20 minutes before the scheduled student starting time on said day, and will end as soon as all students under the unit member's direct supervision are clear of the school. The principal may require a reasonable number of unit members to be on duty in excess of these times if they are needed to care for the children.
- C. 1. School-based unit members may be required to remain after the end of the unit members' day without compensation for no more than two and one-half hours per month to attend faculty or other meetings, which will commence 15 minutes after the students' day. No single meeting will last more than one and one-half hours. When needed for the educational program, it may be necessary to meet more than two and one-half hours per month (e.g., recertification of IB programs, special programs, etc.) as determined by the principal in collaboration with the leadership team, after consultation with the faculty.
2. Participation in such after-school faculty meetings is a professional expectation. While unit members will not be charged leave for missing faculty meetings,

repeatedly missing meetings may be addressed as a performance standard issue.

3. MCEA unit members will attend back-to-school night and two other activities outside of the contractually agreed upon workday. Duty assignments on holidays or the Sabbath of unit members shall be voluntary. School-based unit members shall select the two non-duty-day assignments. Attendance at programs, meetings, and activities beyond these minimums are desirable, but voluntary.
4. Preparation time and the duty-free lunch shall not be used for travel between worksites for employees who are assigned to more than one (1) worksite.
5. Part-time employees may be required to attend meetings and other activities at a ratio proportionate to their allocation. The employee and the principal will meet to determine which meetings and activities the employee will attend. Part-time teachers are not required to attend a meeting on their non-workday. A part-time teacher is not required to attend a meeting scheduled to begin more than one hour before their duty day or more than one hour after their duty day.
6. MCEA unit members with assignments in more than one school may not be required to attend meetings and other activities that exceed requirements for other unit members.
7. Instructional specialists and other non-school-based unit members who have frequent evening assignments may request to have their start times adjusted by the appropriate supervisor on either a day-by-day or permanent basis.
8. Teams, departments, course-alike teams, and committees and their administrators will collaborate in establishing team meeting schedules that facilitate meeting student needs and effective implementation of the program of instruction.
9. Local schools, through their ILTs, are responsible for evaluating the purpose, necessity, and scheduling of required meetings other than those identified in the first two paragraphs of this section, in order to determine ways to accomplish necessary work while reducing the direct meeting time used, so that any adverse impact of meeting time on instruction and instructional planning can be reduced.
10. High School Assessment, Maryland Comprehensive Assessment Program (MCAP), Maryland Integrated Science Assessment (MISA), Dynamic Learning Maps (DLM), and WIDA ACCESS testing schedules that minimize the loss of instructional planning time will be presented to and discussed with the ILT prior to any final decision on implementation. The parties agree that loss of instructional planning time should be minimized. ILTs shall have input on the testing schedule for their buildings.

11. Scheduling of Classroom Teachers—Outside of direct instruction of students and supervision of students in noninstructional activities, the teacher day is made up of group activities and individual activities. Numerous tasks fall under each of the two areas. There are some tasks that may occur under both group and individual work. For example, data analysis is an individual activity and a group activity. It is important that teachers have time for both group and individual work in order to be prepared for teaching and to complete the requirements of the job.

12. Active participation in group and collaborative activities with teams, departments, and course alike groups is a professional expectation. While unit members are responsible for managing collaboration and individual planning, concerns about effectively addressing team, school, and system goals may be addressed as performance standard issues.

D. Elementary School Schedules

1. When developing elementary schedules, teams will consider the need for both individually managed time and work that is defined by the leadership and completed in group settings. While unit members are responsible for managing collaboration and individual planning to best meet the needs of students, concerns about effectively addressing team, school, and system goals may be addressed as performance standard issues. Teachers' schedules will include at least seven hours in a normal week for such instructionally related work.
 - a. Within the teacher on-site workday, teacher schedules will include a minimum of 3 hours and 45 minutes of time that is for individually managed planning and work during regular workweeks. Other time during the workday is available for group-managed activities, including meetings and training.
 - b. Some noninstructional time is occupied with supervision of students prior to and after the official student day. This time is not available for planning (individual or group), unless the teacher is not responsible for student supervision.
 - c. Teams will determine when they will meet during the workday. This decision is contingent on teams being able to adhere to parameters identified by ILT. When teams are unable to identify meeting times that adhere to the outlined parameters, the ILT can determine when and how the team will meet. Parameters must take into account the other duties assigned to teachers and the requirement to provide a minimum of 3 hours and 45 minutes for individually managed planning and work.
 - d. For workweeks that result in an overall reduction in planning, teams will determine how work will be accomplished. When a decrease in total available noninstructional time is unavoidable, it is expected that, except for emergencies, group meeting time

will be adjusted to a greater degree than individually managed time. Teachers may volunteer to teach more than the above.

- e. Planning requires a block of at least 20 minutes of uninterrupted time during the teacher work day.
- f. Every effort will be made to provide equitable distribution for this noninstructional time throughout the organization, in keeping with the desires of the staff and individual schedules. However, at least one hour a week shall be uninterrupted.
- g. Planning time for part-time teachers will be pro-rated based on FTE, in accordance with Appendix C.

2. Time Within the Student Day

- a. **PreK–5 Elementary School Grade Level Classroom Teachers**—at least 5 hours per week of this time will occur during the student day.
- b. **Teachers Providing Specials, Including Art, Music, and Physical Education Teachers**—At the elementary level, each art, music, and physical education teacher will participate in the development of their teaching schedule. Schedules will provide either:
 - 1) at least 4 hours and 30 minutes of this time per week during the student day, with a minimum of ten (10) minutes for preparation between classes, or
 - 2) at least 5 hours of this time per week during the student day, with a minimum of five (5) minutes for preparation between classes

At the elementary level, each art, music, and physical education teacher will participate in the development of their teaching schedule. Schedules will provide either:

- 1. at least 4 hours and 15 minutes of this time per week during the student day, with a minimum of ten (10) minutes for preparation between classes, or
- 2. at least 4 hours and 45 minutes of this time per week during the student day, with a minimum of five (5) minutes for preparation between classes.

Consideration should be made for setup and change of grade levels.

- c. If a school cannot create a schedule that provides for the planning time outlined in paragraphs 2(a) and 2(b) above, then the schedule must be submitted to the OTLS and MCEA for review.
- d. **All Other School-based and/or School-assigned Unit Members** will have schedules that include a minimum of 1 hour of time for this instructionally related work during the student day. Whenever schedule and program permit, 1 hour and 30 minutes per week will be provided. Media specialists

and other school-based unit members shall also participate in the development of their schedules.

- 3. In elementary schools, in consultation with the appropriate specials teacher (e.g. art, music, or physical education) and the classroom teacher, the principal shall release teachers for other professional activities when specials teachers of (e.g. art, music, and physical education) are instructing their students. In addition, the principal may release teachers for other professional activities when other unit members are instructing their students.
- 4. Effort will be made to schedule Education Management Team (EMT), Individual Education Program (IEP), and building-level problem-solving meetings requiring the participation of classroom teachers at times when coverage is available for their classroom, and not at times that result in loss of guaranteed minimum individually managed time. When such meetings preempt a teacher's lunch period, coverage will be sought to provide a lunch period at a different time.

E. Staff Involvement in School Decisions about Scheduling

- 1. School staff will participate in decisions to change the structure of the student day. Although the parties to this agreement support flexibility in the use of time, changes in the structure of the student day may not reduce the amount of daily planning time for secondary teachers or weekly planning time for elementary teachers, as guaranteed in this Agreement. We support innovative approaches to scheduling that do not adversely affect overall planning time. At the secondary level, individual teachers may volunteer to accept a schedule that guarantees weekly rather than daily planning time. However, a teacher newly assigned to a school after the last day of school may be assigned to an existing schedule involving weekly rather than daily planning time.
- 2. A request to study alternative schedules can be initiated by the school leadership team, a supermajority (58 percent) of all MCEA unit members in the school, or through a major MCPS initiative. Decisions to change the structure of the school day may be made only after a formal process that includes MCEA unit members is undertaken. The faculty representatives to a multi-stakeholder work group will be selected by a vote of MCEA unit members conducted by the elected faculty representative. The multi-stakeholder group will recommend any change to the deputy superintendent of school support and improvement for approval. The school leadership team will submit input to the multi-stakeholder group. If there is not agreement about the OTLS decision, the Associations/Deputy Superintendents/Chief Operating Officer (ADC) Committee will consider the issue to make a recommendation to the superintendent.

3. The normal assignment for secondary classroom teachers is five regular classes. If an alternate schedule is proposed that involves more than a five-class load or its equivalent, it requires the consent of the ADC Committee. Any disagreement about the application of "equivalent" in this paragraph will be resolved by the ADC.

F. Secondary School Schedules

1. a. Where the school is organized on a seven-period schedule, each classroom teacher will be assigned no more than five regular classes. Classroom teachers of vocational subjects may be assigned to teach the equivalent of six classes when organized on a multiple class schedule.
b. Schedules must reflect the need for both individually managed work and time that may be structured by the school leadership team. While unit members are responsible for managing collaboration and individual planning to best meet the needs of students, concerns about effectively addressing team, school, and system goals may be addressed as performance standard issues. During a typical seven-period day, a school schedule will provide for a minimum of 50 percent of the total noninstructional time during the student day to be individually managed. The remaining time may be available for the work of teams/departments, including instructionally related activities (IRAs) with students. When there is an alternative schedule, the amount of time may be considered on a one-week or two-week basis. It is recognized that special educators need increased flexibility to complete their legally mandated paperwork.
c. For workweeks that result in an overall reduction in planning, course-alike teams will determine how work will be accomplished. When a decrease in total available noninstructional time is unavoidable, it is expected that, except in emergencies, group meeting time will be adjusted to a greater degree than individually managed time.
d. Teams will determine when they will meet in accordance with the collaboratively established guidelines. When team members are unable to identify meeting times, or fail to meet established expectations the school leadership team can determine when and how the team will meet.
 2. Secondary RTs and content specialists will have a reduced teaching schedule, providing at least the equivalent of five standard periods per week for their position responsibilities. Secondary RTs and content specialists will be excused from regular study hall duties and homeroom assignments. Secondary RTs' and content specialists nonteaching periods shall not be a part of the teacher allocation. When possible, the principal, in consultation with the school leadership team, may provide additional release time to RT/Interdisciplinary RT/content specialists, based on the size of their departments and responsibilities.
 3. **Middle School Teacher Leader Positions**—Middle school content specialists and team leaders will have a reduced teaching schedule, providing at least the equivalent of five standard periods per week for their position responsibilities.
 4. Each secondary course-alike team shall develop a plan to address when reteaching and reassessing is to occur.
 5. Effort will be made to schedule EMT, IEP, and building-level problem-solving meetings requiring the participation of classroom teachers during team-planning periods, or at times when coverage is available for their classroom, and not at times that result in loss of guaranteed individually managed minimum planning time. When such meetings preempt a teacher's lunch period, the teacher will be provided a lunch period of no less than 30 minutes at a different time.
 6. Since every classroom teacher will plan differently for each group of students, principals will strive to assign secondary school teachers in their major fields of certification and to require no more than three separate preparations. A preparation is a process of making ready for the teaching task requiring time on a daily basis prior to meeting assigned classes as, for example, the formulation of teaching plans and the development of instructional materials.
 7. When secondary classroom teachers have more than three separate preparations and/or an unusually large student load (considering both numbers and educational needs), effort will be made to allow use of IRA time to accommodate the additional responsibilities. Other accommodations, such as reduced committee and/or chaperone assignments, also may be considered.
- G. The number of student instructional days shall not exceed 185 days.
- H. **Work Year**—The work year for unit members identified in this section includes two days (16 hours) not scheduled in the school calendar that shall be used as described in Section K of this article:
- The work year for all 10-month unit members shall not exceed 195 duty days.
 - The work year for department chairpersons in departments of two or more unit members shall not exceed 197 duty days, with one day prior to the day teachers report for duty in the fall and one day after the close of the school year in June.
 - The work year for elementary team leaders (including ESOL teams) shall not exceed 198 duty days.
 - The work year for elementary elected faculty representatives to the school leadership team shall not exceed 198 duty days.

- The work year for secondary elected faculty representatives to the school leadership team shall not exceed 200 duty days.
 - The work year for full-time elementary reading specialists shall not exceed 203 duty days.
 - The work year for middle school team leaders shall not exceed 205 duty days.
 - The work year for media specialists shall not exceed 205 duty days.
 - The work year for full-time InterACT teachers and InterACT speech pathologists shall not exceed 205 duty days.
 - The work year for middle school literacy coaches shall not exceed 210 duty days.
 - The work year for elementary counselors shall not exceed 210 duty days.
 - The work year for staff development teachers shall not exceed 210 duty days.
 - The work year for resource teachers shall not exceed 215 duty days.
 - The work year for middle school content specialists shall not exceed 215 duty days.
 - The work year for consulting teachers shall not exceed 215 duty days.
 - The work year for social workers shall not exceed 215 duty days.
 - The work year for 10-month psychologists shall not exceed 215 duty days.
 - The work year for classroom teachers, speech pathologists, occupational therapists, and physical therapists assigned to the Montgomery County Infants and Toddlers Program (MCITP) shall not exceed 215 duty days. (See Article 8. K.).
 - The work year for full-time support speech pathologists assigned to the Speech and Language Programs office shall not exceed 215 duty days.
 - The work year for full-time occupational therapists and speech pathologists assigned to the Developmental Evaluation Services for Children (DESC) program shall not exceed 215 duty days.
 - The work year for full-time elementary program specialists assigned to the Preschool Education Program (PEP) shall not exceed 215 duty days.
 - The work year for secondary counselors shall not exceed 216.5 duty days.
 - The work year for middle school resource counselors shall not exceed 221.5 duty days.
 - The work year for high school resource counselors shall not exceed 226.5 duty days, which may be used on any MCPS workday to work on site, in consultation with the principal and leadership team.
- I. The number of days at work for a 12-month unit member shall be determined by subtracting Saturdays, Sundays,

holidays, and annual leave days from the total days in the year.

- J. All unit members on duty on the afternoon of the Wednesday before Thanksgiving will be allowed to leave work two (2) hours early, without charge to leave.

K. Professional Time

1. The two unscheduled days (16 hours) identified in Section H of this Article for 10-month unit members shall be professional time that will focus on instruction and improving student achievement, thereby raising the bar for all students and closing the opportunity gap. This time will be used by teachers to concentrate on the achievement of their students.
2. The professional time is to be used by teachers to work collaboratively with other teachers. Appropriate activities for the use of this time include but are not limited to, the following:
 - a. Analyzing student data.
 - b. Collaboratively preparing lesson plans.
 - c. Responsibilities related to assessment, including scoring, benchmarking, and creation of rubrics and alternate assessments.
 - d. Activities related to the school improvement plan.
 - e. Reviewing, discussing, and planning related to curricula and assessments.
 - f. Planning and coordination related to reteaching and reassessing, and implementation of the new grading and reporting policies.
 - g. Planning and discussions related to the implementation of 504 and IEP plans.
 - h. Professional development activities related to curriculum and assessment.
3. Teachers may use the time—
 - a. to work together in teams or departments, in pairs, or in small groups;
 - b. to confer with reading specialists, math content specialists, media specialists, ESOL teachers, special education teachers, staff development teachers, instructional specialists, related service providers, and other non-classroom-based educators;
 - c. to work with job-alike colleagues from other schools; and
 - d. to work with grade-level, subject-area, or other teams or subgroups.
4. Each unit member shall be responsible for determining how the time is used, and the uses may vary by school level and in response to specific team/department/school needs. The time must be worked by each unit member.
5. The time may be worked on non-duty days, before or after regular duty hours, before or after the regular

10-month duty year, or on days within the duty year when 10-month teachers are not scheduled to work (e.g., winter and spring break, Maryland State Education Association convention day, and holidays). The specific time may be different for each department or team or educator. This professional time may be used for, but is not limited to, planning, data analysis, responsibilities related to assessments, and/or collaborative involvement in school improvement planning.

6. Systemwide professional development activities associated with school-system priorities may be made available during the regular duty day, during time set aside each month for after-school meetings, and/or during this professional time.

L. Pre-service Days

1. Unit members assigned classroom responsibilities shall have at least three uninterrupted days scheduled prior to arrival of students each fall, during which time the unit member will be allowed to prepare their room and materials. The full day(s) may be split into half-day blocks, by mutual agreement between the principal and the bargaining unit staff of the school. These days will include up to four (4) hours of online compliance training requirements. No other meetings or duties shall be required of the unit member during the three-day period.

M. Student Instructional Preparation Time

1. Teachers of record will have one full day each at the end of the first, second, and third grading periods and one early release during each of the first and second semesters for grading or individually managed planning. All other unit members may work collaboratively with colleagues, utilize individually managed planning time, or participate in activities related to professional learning. The day will not be rescheduled if schools are closed for teachers because of inclement weather.
2. Unit members are eligible for teleworking during the grading and reporting days at the end of the first, second, and third grading periods. Each of the full grading and reporting days is a regularly scheduled workday either on site or for teleworking.
 - a. The school leadership team and administration will determine which positions, if any, may need to be on site for all or part of the day to support other professionals in the building or to fulfill their professional responsibilities.
 - b. With the approval of the principal/supervisor, school-based educators who have demonstrated the ability to meet their professional responsibilities, including grade submission according to the Grading and Reporting Guidelines, may telework on the full professional days at the end of each of the first three marking periods.
 - c. First-year educators will be required to work on site for the first two marking periods on these days.

- d. A written rationale will be provided by the supervisor of an educator whose request to telework is denied.

3. Educators will not be required to turn in grades until the end of the duty day on the final day allotted for the completion of grades. Educators completing comment pages for report cards will be permitted to have as much additional time as possible beyond the due date for grade collection sheets to turn in the completed comments.
4. The leadership team of each school will work, within the MCPS grading and reporting policy, to ensure that the local school's policy on interims is formulated in a collaborative manner with staff. Educators will have input on which students receive interims and when interims are required to be completed by educators. This policy should also ensure that educators have an adequate amount of time to complete interims (no less than the interim window set by MCPS). The policy will be communicated to staff at least one week prior to the start of the interim window.

N. Parent Conference Days

Local schools will determine the best use of Board-approved parent conference days. Leadership teams will determine the best configuration of conference times, with input from teachers and parents. Options may include flexible combinations of early-release days, e.g., currently published two early-release afternoons; early-release days combined into one afternoon with continuous evening hours and no teacher service on the second afternoons.

O. Duties

1. Unit members may be required to do certain student-supervision duties during their workday. These may include bus duty and hall duty during passing time. With the exception of the Maryland Meals for Achievement (MMFA) program, unit members will not be required to perform breakfast, lunch, or lunchtime recess duties. Unit members may choose to volunteer for these duties in exchange for release from their required student supervision duties. A principal may assign a unit member to cover such duties when the normally assigned staff is temporarily absent or when the principal determines the need for additional supervision due to safety and security issues.
2. Itinerant teachers and teachers with split positions in more than one school shall be assigned nonteaching duties during the school day in a manner that ensures they do not have extra duties. The determination as to nonteaching duties shall be made by mutual agreement of the teacher and the principals involved. The teacher's schedule shall be the determining factor.
3. Unit members will not be required to perform building maintenance functions.

4. Assumption of duties as an elementary team leader shall be voluntary.
5. Although unit members may be required to collect and transmit money to be used for educational and insurance purposes, they will not be held responsible for the loss of money collected if such loss is not due to the negligence of the teacher.
6. When principals are on leave at any time, a certificated staff member is to be designated, in writing, as acting principal. When feasible, the designation is to be made by the principal, and the principal must notify the appropriate official of the name of the staff member designated. In other instances, the designation will be made by the appropriate official.
7. **Dismissal Duty**—In order to minimize the loss of after-school planning time, elementary schools where there are ongoing issues with late buses (more than 10 minutes late from the end of the student day) will utilize a centralized holding and dismissal program for students waiting for late buses, late pick-ups, or students returned to school. The leadership team will determine the central holding plan before the beginning of the school year. Should no central location be available, then a dismissal plan will be developed by the leadership team. The goal of the plan is to minimize the impact on teacher planning time. The plan will be shared with all staff no later than the last day of pre-service week.

P. Coverage

1. Educators must inform the appropriate school official at least two hours in advance of the student day that they will be absent. Teachers may prearrange their own substitute coverage but are not required to do so. All substitute coverage, prearranged or requested, must be registered formally with the centralized substitute calling system. When the nature of the absence makes it impossible to do so (e.g. car accident, medical illness/injury), unit members will inform the school as soon as possible and when reasonably able to do so.
2. The principal, in collaboration with the leadership team, will decide on how the process for class coverage will be handled.
3. In order for professional leave to be approved, teachers must provide the job number and/or identify the name of the substitute teacher on their leave request form. The form must be submitted to the principal at least five duty days prior to the professional leave date.
4. Teachers will be compensated at the stipend rate (Article 21, Section I) for each period that they are called upon to provide emergency class coverage during their scheduled planning time when the need results from the inability of the sub calling system to provide a substitute teacher when a job has been called in. Volunteers shall be called upon first to provide emergency class coverage.

5. For scheduled long-term leave, teachers will not be required to provide more than one week of daily lesson plans. In the event that the teacher of record leaves under an emergency circumstance, no daily lesson plans will be required beyond the currently prescribed emergency sub plans.
6. MCPS will work with the Psychologists collaboration committee to build a pool of certified Psychologists to be called on to substitute and explore other viable solutions to the issue of psychologist coverage.

Q. Assessments

1. While MCEA and MCPS recognize the need for Districtwide access to standardized student data, the highest and best use of tests and assessments is to inform student instruction. Therefore, MCPS and MCEA agree that for any student, the total of these hours shall not exceed the maximum hours in the "More Learning, Less Testing Act of 2017" (SB 452).
2. Elementary schools will be provided with a pool of substitute teacher time to assist Kindergarten teachers with responsibilities for administering baseline assessments during the initial fall assessments. The classroom teachers and the school administration will determine collaboratively how the assessment and instructional responsibilities are shared.
3. Teachers teaching classes with required end-of-semester assessments will be provided with release time so that they can score the assessments within the prescribed timeframes.
4. The parties agree that loss of instructional planning time should be minimized. Instructional leadership teams shall have input on the testing schedule for their buildings.

R. Impact Statements

1. The parties agree that to achieve continuous improvement, change is sometimes necessary. In order for change to be implemented effectively, infrastructure needs must be part of the planning. Recognizing that time is an essential resource, the Board agrees that Time Impact Statements will be used in the planning process for the following:
 - Administrative regulation changes or new regulations
 - New assessments
 - New curriculum
 - New technology
 - New system-mandated instructional and/or classroom practices
2. Time Impact Statements are assessments of the additional time, or range of time, estimated for unit members to properly implement proposed initiatives. The parties agree that such proposals will include written Time Impact Statements, prior to final consideration and approval. To the extent feasible, Time

Impact Statements will identify and assess the time necessary, and by whom, in order to prepare for and implement such initiatives. It is recognized that, in some instances, the change will involve using existing time and resources in a different way rather than simply adding time or resources. In such instances, that realignment will be identified and there may be no need for additional time or resources.

3. The parties will work with the other two employee organizations to develop impact statements that will identify and assess the impact of proposed decisions on staff time, resources needed, and processes in schools and offices to implement the changes. Impact statements will be developed for all new initiatives, including those being considered in the budget process, new curriculum and assessments, new technology and systems, and new or revised regulations that may have an impact on the operation of schools and offices. MCEA and its members will have opportunities to provide input into the decision-making process.
4. To the fullest extent possible and reasonable, opportunities for participation in decision making about school-system initiatives will occur during all stages of development and implementation.
5. The Board will make every reasonable effort to reduce paperwork for special educators and ESOL teachers by taking steps, where possible, such as the elimination of redundant paperwork and implementation of the auto-population of fields when transferring data from OASIS to OSS.

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ARTICLE STAFFING

A. Allocations

1. The Board will make a conscientious effort to:

- a. **Elementary**—guarantee that no self-contained elementary class will exceed the number of students per classroom proposed in the current budget. If any class exceeds these numbers, every effort will be made to provide a paraeducator, or other additional staffing, for that teacher. Each elementary school should be staffed with or have available resource personnel in order to provide a comprehensive program of instruction in all areas of the curriculum.
- b. **Secondary**—reduce the number of classes that are above the desired maximum-class-size guidelines in the academic subjects as proposed in the current budget.
- c. In order to address this issue:

- 1) MCPS will provide MCEA with the annual staffing guidelines for local schools, including, but not limited to, the elementary art, music, and physical education guidelines.
 - 2) MCPS shall inform MCEA of oversized classes and the allocation steps taken to reduce the number. MCEA will keep MCPS informed of what it learns of the conditions and impacts in specific classrooms
 - 3) OTLS will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs, as necessary, to assist individual schools in understanding and applying the guidelines for developing schedules for teachers in these disciplines in elementary schools.
 - 4) The parties will work together through the Labor Management Collaboration Committee to make recommendations on staffing levels for teachers, as well as for student services personnel and other specialists that will improve the quality of service provided to students and local schools.
 - 5) The Office of Human Resources and Development will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs, as necessary, to assist in the transfer and placement of teachers in those disciplines.
 - 6) The classroom teacher is a key member of the professional staff, and the degree of teacher time that is available to students for instructional purposes is a major index of educational quality. Specific ratio of pupils to each classroom teacher may vary in relation to such factors as subject requirements, pupil characteristics, and school size.
 - a. In staffing schools with classroom teachers, school administrators should regard teacher: student ratios ranging from one classroom teacher for each 28 pupils to one for each 25 pupils as the arrangement that will be approximated following assignment of all professional personnel in the local school system.
 - b. In making staffing decisions, the DLAA and the principal shall give careful consideration to the views of the faculty.
2. Staff allocations shall not include special staff allocations that are provided as the result of federally, state, or locally funded programs for high impact schools.
 3. Staff allocations for elementary and secondary counselors, elementary and secondary media specialists, teacher specialists, reading teachers, and speech

teachers will be made as additions to the regular classroom teacher allocations.

- a. During school year 2020–2021, the parties will collaborate to devise a plan to include school psychologists and PPWs as part of the base staffing model when new schools open.
 - b. The parties will discuss this goal of improved staffing in a contract reopener for FY 2022.
4. The Board agrees that the following Full Time Equivalent (FTE) ratios of specialists and other educators are indicative of the goals that it would like to attain, where possible and practical, in terms of the budget authorized by the County Council:
- a. Elementary Schools

Reading Specialists	Not less than one for every two schools
Music Teachers—Instrumental	Not less than one for every four schools
Art Teachers	Not less than one for every 500 students
Guidance Counselors & Social Workers	This program is to be expanded as budget permits, with a continual evaluation to be carried out
Music Teachers—Vocal	Not less than one for every 500 students
Physical Education Teachers	Not less than one for every 450 students and not less than one for every 23 classes
Media Specialists	Not less than one per school
 - b. Secondary Schools

Guidance Counselors	Not less than one for every 300 students
Media Specialists	Not less than one for every 500 students
 - c. Student Services Personnel
(including pupil personnel workers, school psychologists, social workers, community coordinators)

	Not less than one for every 2,000 students
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 - d. Speech and/or Hearing Therapists Not less than one for every 1,800 students
5. Elementary art, vocal music, and physical education teachers shall be assigned to no more than two schools if possible and in no case more than three schools.

B. Substitute Coverage

1. In the event a teacher of elementary art, music, and physical education, or an ESOL teacher, when appropriate, is absent, a fully qualified substitute will be hired.
2. For those schools with only one media specialist, the principal has the administrative authority to decide to provide a fully qualified media substitute or, if not available, a qualified substitute within the appropriate level from the professional list. For those elementary schools in which media specialists provide regularly scheduled instructions, a substitute may be hired for days on which such instruction is scheduled.
3. Counselors shall develop their schedule of lessons in collaboration with classroom teachers. A counselor has the option to secure a currently or previously certified counselor substitute.

C. Secondary Part-time Teachers

Part-time teachers in secondary schools using a seven-period schedule will be allocated at least 0.2 FTE for each full class taught (5 standard periods per week or 10 standard periods per two weeks or the equivalent when there is an alternate schedule), not to exceed 1.0 FTE. This will apply whether the teacher works part time in a single school or in a combination of schools.

D. Volunteers

1. The volunteer’s role in facilities is to provide services to students that may not otherwise be offered.
2. The employer agrees that any volunteer programs shall not be utilized to displace bargaining unit members or to fill positions previously occupied by bargaining unit members, nor shall they be used to reduce unit members’ hours of work.
3. When MCPS desires to initiate a systemwide volunteer program, the idea will first be brought to the ADC for discussion so that the ADC may decide on any necessary next steps to address the impacts of the new program on the bargaining unit.
4. Upon commencement, the employer shall notify MCEA of these volunteer programs along with the following information: the number of participants, duties, work location, hours of work per week, and the duration of the program.
5. MCPS shall be responsible for ensuring that volunteers have completed compliance requirements. Administration shall maintain a current list of MCPS-approved volunteers that is accessible to unit members as needed for volunteer selection.

- E. In the event of a dispute over this article, the parties will meet in a good-faith effort to resolve it.

19 ARTICLE

ASSIGNMENTS

- A. 1. All unit members on duty, as of June 1 of any calendar year, will be given written notice by the appropriate officials of their school assignment for the forthcoming school year, between June 1 and the end of the school year. Principals will notify all school-based members, in writing, of their projected class and subject assignment and other duties by the end of the school year. All unit members reporting on and after June 1 of any calendar year will be assigned and notified for the ensuing school year as soon as it is feasible.
2. In the event that changes in such schedules, class, subject assignments, and/or duties are necessary after the end of the school year, all unit members affected will be notified promptly in writing, with reasons. All unit members must leave summer addresses and telephone numbers with the appropriate official. On the request of the unit members affected, the changes will be reviewed promptly by the appropriate community superintendent, the unit members, and, at their option, a representative of the Association. If the unit member is not satisfied that such changes are necessary and if the unit member wishes to resign, their resignation will be accepted without prejudice.
3. Sections B and C below govern assignments of unit members who are incumbents in positions at a school or work site.
- B. 1. Principals will strive to assign teachers in the areas in which they are certificated and experienced.
2. Grade changes of more than three levels for elementary teachers who have taught at a particular level for 7 or more consecutive years shall be arrived at in a collaborative manner by the principal and the teacher. If an agreement is not reached, the assignment will be reviewed by the Director of Learning, Achievement and Administration, at the request of the unit member.
- C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be made by the principal, who will invite teachers to express their preferences in writing. The principal will review preferences with the appropriate resource teacher, department chairperson, or team leader and/or grade-level teachers directly affected. To the extent that it is possible, changes in grade assignments in the elementary and in subject assignment in the secondary schools will be voluntary.
- D. Whenever practicable, in placing newly hired classroom teachers in a school assignment, the principal and the appropriate resource teacher or department chairperson shall have an opportunity to interview the new teachers.

E. Co-Teaching

- a. MCPS is committed to increasing special education and ESOL student access to the inclusive classroom through the co-teaching model. Co-teaching, when two educators work together with group(s) of students, sharing in the planning, organization, delivery, and assessment of instruction, as well as the physical space, best meets the student needs and ensures positive educational outcomes for all students. Every effort will be made to, align special educators and ESOL educators with grade level PLCs or departments to minimize additional preparations.
- b. In support of the co-teaching model, MCPS will continue to provide guidance to building leaders and educators engaged in co-teaching partnerships. Further, the district shall honor the following agreements:
- 1) Prior to an educator's assignment, they will be given the opportunity to volunteer for a co-teaching assignment. Principals will make reasonable efforts to assign educators based on educational background, certification, and preferences.
 - 2) Every effort will be made to schedule professional development so that educators can attend content area training with co-teaching partners.
- F. Paraeducators shall be assigned directly to departments, teams, grade levels, or instructional programs. The decision as to their assignment shall be determined by the principal, after consultation with ILT.

20 ARTICLE

SALARIES & SUPPLEMENTS

A. Salaries

1. Effective May 3, 2021, all MCEA unit members will receive a general wage adjustment of +2% and a step increase for those eligible. The annual salaries of all bargaining unit employees are set forth in the salary schedules attached hereto as Appendix D. Such salary schedules are hereby made a part of this agreement.
2. If a unit member resigns in good standing from MCPS after at least 5 years of service with "Meets Standards" evaluations and is rehired at a later date within 5 school years, that unit member will be placed at the step reflective of previous MCPS credited service plus credit for any qualifying service with another school system during the break.
3. FY 2020: The parties agree to jointly review the MCPS operating budget in collaboration with the other

employee representative unions to determine what funds might be available to meet any part of the compensation agreements previously negotiated between the unions and the Board of Education. The review shall commence no later than August 1, 2020 and conclude its work and make recommendations to the union leadership and the Superintendent of Schools no later than August 31, 2020. While this process is still ongoing, there shall be a health care premium holiday, in order to offset health care premium increase.

4. **Step Increases**—The granting of step increases will be governed by the following provisions:
 - a. The anniversary date for step-increase purposes for all unit members shall be July 1.
 - b. Anniversary dates for step-increase purposes for unit members hired on or after July 1, 2013, shall be set as follows:
 - 1) For unit members hired prior to February 1, their first anniversary date will be July 1 of the fiscal year following the year in which they were hired.
 - 2) For unit members hired on or after February 1, their first anniversary date will be July 1 of the following calendar year.
 - c. For the FY2021 school year, all step increases will be effective on May 3rd, regardless of the provisions above.
5. **Payment of Salary Step Increments**—All employees who are eligible for a step increase and have an additional step available on the applicable schedule above, will move up one step from their current step [per A.4.c above during FY 2021](#).

It is acknowledged that some employees missed a step increase in FY 2012, due to the negotiated deferral of step increases, or had their hire-in rate adjusted back one step in FY 2012. The Board and the Union have an ongoing commitment to negotiate with regard to this issue.

6. 12-month Employees

The salary for 12-month employees will be equal to 117.5 percent of the salary for which those employees would qualify if employed in 10-month positions.

Employees working on June 30, 1996, as 12-month employees, but who would not qualify for the MA+30 lane if employed in a 10-month position, will continue to receive pay while in a 12-month position equal to the percent of the salary applicable to MA+30 level 10-month employees, as identified in the previous paragraph.

Unit members working other than 10-month or 12-month schedules shall be compensated for the number of workdays of assigned duty at their daily rate of pay.

7. The parties agree that the option for 10-month unit members to receive pay over 12 months will be included in the next requirements for a replacement HRIS system by FY 2022.

8. Unit members on duty as of July 1 of any calendar year will be provided with their Salary Information Notice for the forthcoming school year no later than August 15.

B. Supplements

1. **Resource Teachers**—Will have their regular scheduled salary in grades A–D increased \$2,750 for a department of four to nine teachers, \$3,450 for a department of 10 to 14 teachers, and \$4,425 for a department of 15 or more teachers.
2. **Resource Counselors**—Middle school resource counselors will have their regular scheduled salary in grades A–D increased by \$2,750. High school resource counselors will have their regular scheduled salary in grades A–D increased by \$4,425.
3. **Athletic Specialists**—Senior high school athletic specialists who are responsible for athletic departments of 15 or more coaches will have their regular scheduled salary on grades A–D increased by \$3,000.
4. **Consulting Teachers**—Professional personnel on the professional salary schedule grades A–D who are assigned as full-time consulting teachers will have their regular scheduled salary increased by \$4,425.
5. **Middle School Content Specialists**—Will have their regular scheduled salary in grades A–D increased by \$2,750 for a department of 4 to 9 teachers and \$3,450 for a department of 10 or more teachers.
6. **Middle School Team Leaders**—Will have their regular scheduled salary in grades A–D increased by \$1,500.
7. **Elementary, ESOL, and MCITP Team Leaders**—All professional personnel on the professional salary schedule grades A–D who are assigned as elementary team leaders or team leaders in the Montgomery County Infants and Toddlers Program or in ESOL (with at least three other team members) will have their regular scheduled salary increased by \$1,500.
8. **Elected Faculty Representatives to School Leadership Team**—All professional personnel on the professional salary schedule grades A–D who are elected as faculty representatives to school leadership teams, in accordance with Article 9, Section B.1, will have their regular scheduled salary increased by \$1,500.
9. Unit members assigned under subsections 1 through 9 of this section shall not have tenure in the position.
10. **National Board for Professional Teaching Standards**—
 - a. In order to promote high standards and continuing professional development, the parties agree that any teacher who has received National Board for Professional Teaching Standards (NBPTS) certification will have their regular scheduled salary increased by \$2,000 annually. In order to receive this supplement, NBPTS certification and First Class Maryland certification must be maintained.

- b. A unit member who facilitates a component-specific cohort for the NBCT Candidate Support shall receive a stipend of \$1,500 for each cohort facilitated. Cohort facilitation will include a minimum of 30 hours of organized group support based on specific training plans. These hours shall be logged and submitted to the Director of Professional Growth Systems by the second week in April.
- c. One stipend, at an amount of \$1,500 will be designated to one NBCT Master teacher-leader to serve as an organizer/support to all cohort facilitators.

11. Other National Certifications—In order to promote high standards and continuing professional development, the parties agree that any unit member who has received national certification in speech/language pathology; occupational therapy, physical therapy, school psychology, or counseling will have their regular scheduled salary increased by \$1,500 annually. Any athletic specialist who has achieved Certified Athletic Administrator certification from the National Interscholastic Athletic Administrators Association will have their regular scheduled salary increased by \$500 annually. In order to receive this supplement, the national certification and First Class Maryland certification or Maryland State Board of Examiners license in the field must be maintained. Any athletic specialist who possesses or obtains a CMAA certification will receive a \$1,000 salary supplement.

C. Stipends

1. **Supervising Student Teachers**—A unit member who supervises a student teacher or graduate intern in an education program shall receive a stipend of \$50 per week for such supervision.
2. **Mentor Teachers**—A unit member who is assigned by the Board to serve as a mentor for a new teacher shall receive an annual stipend of \$600 for each new teacher mentored. A unit member who has completed MCPS mentor training shall receive \$800 per year.
3. **Synergy Superusers**—A unit member appointed shall receive an annual stipend of \$650. There will be at least one synergy superuser per elementary school and at least two in secondary schools.
4. **PAR Panel**—School-based bargaining unit members who serve on the Peer Assistance and Review Panel shall receive an annual stipend of \$1,000 from MCPS. The representatives shall receive the stipend in a lump sum, payable in the month of June, for the prior school year. MCEA shall be responsible for providing the Office of the Chief Operating Officer with a list of eligible members.
5. **Councils on Teaching and Learning**—Bargaining unit members elected to serve on the Councils on Teaching and Learning (CTL) shall be eligible to receive an annual stipend of up to \$1,200 from MCPS. The representatives shall receive the stipend in a lump sum,

payable in the month of June for the prior school year. MCEA shall be responsible for providing the Office of the Chief Operating Officer (OCCO) with a list of CTL members eligible for compensation, and the amounts due per individual. MCEA shall be responsible for determining the amounts due, based on its records of the level of participation of each CTL representative. If requested to do so by MCEA, MCPS will include added monies with such stipend payments from MCEA for additional work by CTL members during the summer. If so, MCEA will determine the additional amounts per participant, and transmit that information to OCCO at the same time as the initial report. Then, MCPS will invoice MCEA for the amount of the additional reimbursements, and MCEA shall transmit full payment to MCPS.

D. Credit Appeals Panel

Since the Office of Human Resources and Development administers the credit-granting authority for salary placement, appeals from this authority should be provided. A special appeals board shall be established, composed of three members appointed by the superintendent from Board staff, other than staff of the Office of Human Resources and Development, and three members appointed by the Association. The appeals board will receive appeals from the credit-granting authority and recommend dispositions to the Office of the Superintendent of Schools, which will make the final decision. Annually, on or before May 1, the appeals board will review the criteria employed in granting of credit and report its findings to the LMCC. Members of the appeals board will serve for two years, with new members appointed each year.

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ARTICLE

EXTRACURRICULAR STIPENDS

A. General

1. It is the intention of Montgomery County Public Schools to provide instruction and supervision by fully qualified sponsors in a variety of extracurricular activities for students, subject to available funds. This program shall be voluntary, except for unit members covered in Section D of this article. It is also the intention of MCPS to utilize unit members as sponsors of activities and sports; however, if unit members are not available, non-unit members may be utilized to sponsor an activity or coach a sport. The supplementary pay schedule identifies certain stipend-compensated activities. This does not mean that because an activity is listed for a stipend payment that all schools will participate or take steps to participate in all activities. The following conditions must be met before any activity is implemented: (1) the need for it has been established in advance by

the principal and the staff; (2) the activity is assigned in addition to the regular teaching responsibility; and (3) it is an activity recommended by the principal and approved by the community superintendent.

2. The principal shall be responsible for the conduct of the entire extracurricular program within their school. Whenever any of the activities being conducted do not continue to meet the requirements of the school, as determined by the principal, such activities shall be discontinued in that school.
3. The principal in each school shall be responsible for the development of the organizational structure required to carry out the approved activities.
4. The principal is responsible for making the selection of unit members to any of the approved compensated activities, subject to the approval of the community superintendent.
5. If a unit member's services in the compensated activity has been satisfactory to the principal, the unit member shall be given first preference for appointment by the principal to the compensated activity if that unit member makes known to the principal a desire to continue.
6. The principal is responsible for posting a notice of sponsor vacancies for each of the activities to be conducted in the school. Qualified unit members who work in the same building for which a stipend vacancy is posted shall be given first consideration. Posting vacancies outside of the local school may take place, but is not required. This notice shall fully explain the requirements for the appointment to the position, the general duties of the position, and the stipend to be paid. The principal need not post a vacancy notice if they have selected the satisfactorily evaluated incumbent.
7. Principals will attempt to notify all school-based unit members in writing of their stipend assignments before they return to school in August.
8. In the event that changes in such assignments are necessary after the beginning of the school year, affected unit members will be notified promptly in writing.
9. Any teacher accepting the sponsorship of a stipend activity must be assigned a full teaching load.
10. Principals will evaluate the performance of all sponsors in the approved extracurricular activity program annually. Sponsors of stipend-compensated activities will notify the principal in writing that the activity has been completed, within five working days after the completion of the activity. The principal will evaluate the performance of all sponsors in the approved extracurricular activity program within 30 working days following receipt of the written notification that the activity has been completed. There shall be no tenure associated with any compensated activities.

11. The principal shall make every effort to select a different unit member for each stipend activity. Unit members currently sponsoring more than one activity, or coaching more than one sport, should be given first preference to continue performing the one activity or sport of their choice, if the principal determines that the service has been satisfactory. A unit member, however, may be eligible for assignment to more than one stipend-compensated activity, provided that the activities do not conflict with the normal responsibilities of another stipend-compensated activity or the normal teaching duties and provided that the principal has posted the notice of the vacancy and no qualified unit member has volunteered for the activity.

Unit members currently sponsoring an activity that is being subdivided shall be given first preference to continue performing some or all of the subdivided activities of their choice, if the principal determines that the service has been satisfactory.

12. Stipend activities may be divided by more than one unit member if, after consultation with the principal, the unit members involved are in agreement.
13. A unit member who does not fulfill the requirements for which a stipend is to be paid must forfeit that portion of the stipend which has not been earned. The determination will be made by the principal and the amount to be forfeited will be based on the established hourly rate for the stipend program.

B. Classification I \$15.00—Since many of the elementary and secondary schools of Montgomery County have varying emphases in their programs, limited funds are budgeted for a variety of activities involving working with students that are not included in the other classifications for which a set stipend has been assigned. Activities the school will conduct in this classification must be defined in a job description, which will include the time frame anticipated for the activity. The principal, in approving the activity and selecting the sponsor, will authorize the hours to be paid, which may not exceed 100 hours for each activity. Plans for activities in this class shall be forwarded for approval to the community superintendent along with the plans for activities in all other classes.

C. Classification I-A, Intramural (Co-Ed) Senior High School (\$1,810–\$2,175)—Since many of the senior high schools have varying emphases in their intramural programs, a variable stipend is offered under Classification I-A as follows:

100 to 125 hours	\$1,810 stipend
126 to 150 hours	\$2,175 stipend

Before a principal approves the stipend in Classification I-A, the sponsor must submit a planned program, including the time frame expected for the activity. Classification I-A stipend must also be approved by the community superintendent.

D. Classification II, Outdoor Education—Teachers participating in the outdoor education programs at one of the outdoor education facilities used by Montgomery County Public Schools shall be compensated by a stipend on a per diem basis. The stipend should be made available to classroom teachers accompanying the classes and other professional staff members of Montgomery County Public Schools on grades A–D who are utilized as educational specialists. The amount of the stipend shall be \$100 for each overnight stay at one of the outdoor education facilities. The team member who organizes the outdoor education program for the school shall be compensated at the stipend rate for up to 40 hours for the organizing and planning activities, based on hours worked.

E. Ineligible Personnel—Athletic specialists, consulting teachers, and 12-month unit members are not eligible for payment of an extracurricular stipend. Resource teachers and resource counselors are eligible only if the following conditions are met:

1. The activity is in the employee’s current work location.
2. The stipend has been advertised to other unit members and none have expressed interest in the stipend.
3. The activity does not conflict with normal teacher or resource teacher duties, including meetings.

Such appointments of resource teachers or resource counselors as extracurricular sponsors shall be for one year only and shall be renewed only if the above conditions are met again.

F. Fall Coaches—High school coaches of fall sports, assistant athletic directors who are not coaching a fall activity, marching band directors, and cheerleader and pompon sponsors who are scheduled to participate in preschool activities have three and one half hours per day built into the stipend, for a maximum of eight days prior to the first scheduled day of work for 10-month teachers.

G. Newspaper Sponsor—High School—The sponsor will teach five classes, including a class in Journalism II. If the school schedules the staff of the school newspaper to be assigned to the newspaper on a regular basis for a course in Journalism II in which the skills of Journalism I are extended in a planned instructional program, and the production of the school newspaper is not the primary activity or objective, this practice will be permitted and the newspaper sponsor will receive the stipend.

H. Payment to Unit Members Selected for Stipend-compensated Activities

1. Payment of stipend activities will be made by the Employee and Retiree Service Center, after receipt of the certified pay vouchers, on employees’ regular biweekly paychecks.
2. A unit member accepting a stipend-compensated activity must perform their responsibilities before payment will be authorized for those hours. Termination of the assignment before the activity is completed

will automatically forfeit the unpaid portion of the stipend. Principals are responsible for prompt notification to the Office of School Performance of any unit member terminating their stipend activity.

3. Compensation received for a stipend shall not be subject to withholding for retirement or insurance and shall not be considered as salary for the purpose of computing annuities pursuant to the *Maryland Teachers’ Retirement Act* and the Board of Education of Montgomery County Life Insurance Program. Federal and state withholding taxes and social security deduction will be withheld.

I. The hourly rate for the stipend program will be \$15.00 per hour.

J. Post-season Competition

Athletic coaches shall be paid at a flat rate of \$50 per round advanced, up to \$100 per week for practices, preparation, and contests when the season is extended as a result of the team being involved in post-season county competition or the MPSSAA regional and/or state competition.

K. Extracurricular Activities

NONATHLETIC STIPENDS	School Level	Stipend
After School Supervisor/Monitor Assistant	High	\$4,500
Instrumental Music Director	Middle	\$1,275
Jazz Ensemble Director	Middle	\$1,050
Competitive Marching/Pep Band	High	\$2,475
Marching/Pep Band Director	High	\$1650
Pep Band Director	High	\$900
Instrumental Music Director	High	\$2,550
Music Theater Director	High	\$975
Choral Director	Elementary	\$1080
Choral Director	Middle	\$1,500
Choral Director	High	\$4,500
Debate Coach	High	\$3,375
Drama Director (one production)	Middle	\$1,995
Drama Director (two productions)	Middle	\$3,990
Drama Director	High	\$5,055
Enrichment Activities (3-L14)	Elementary	\$375
Extracurricular Activities Director	High	\$4,725
Enrichment Activities (3-L16)	Elementary	\$375
Flag/Majorette and/or Rifle Team Sponsor (Separate sponsor)	High	\$2,250
(Band Director sponsor)		\$1,275
Forensics Coach	High	\$3,375
It’s Academic	High	\$1,500
Marching Band Pre-Season	High	\$960
Math Olympiad Coach	Middle	\$1,425
Mathletes	High	\$1,755
Mock Trial Program	High	\$1,350
Newspaper Advisor	Middle	\$1,500
Newspaper Advisor	High	\$3,375

NONATHLETIC STIPENDS	School Level	Stipend
Outdoor Environmental Ed Organizer	Middle	\$600
Safety Patrol	Elementary	\$2,865
Senior Class Advisor	High	\$3,750
Junior Class Advisor	High	\$2,625
SGA	Middle	\$3,150
SGA	High	\$4,050
Stage Director	Middle	\$750
Stage Director	High	\$4,995
STEM Club	High	\$1,500
Student Service Learning (SSL) Projected Enrollment: Up to 500—SSL (Small) 501 to 1,000—SSL (Medium) 1,001 to 1,500—SSL (Large)	Middle Middle Middle	\$1,000 \$1,200 \$1,500
Student Service Learning (SSL)	High	\$3,000
Yearbook Advisor	High	\$3,375

ATHLETIC STIPENDS	School Level	Stipend
Softball (Co-ed) (Corollary)	High	\$1,725
Assistant Athletic Director	High	\$4,725
Assistant Game Manager	High	\$2,430
Athletic Coordinator	Middle	\$2,715
Baseball Jr. Varsity	High	\$2,955
Baseball Varsity	High	\$4,470
Basketball Ticket Manager	High	\$1,170
Basketball Scorer/Timer (Boys)	High	\$630
Basketball Scorer/Timer (Girls)	High	\$630
Basketball Scorer	Middle	\$240
Basketball Timer	Middle	\$240
Basketball (Boys)	Middle	\$1,230
Basketball (Boys) Jr. Varsity	High	\$3,540
Basketball (Boys) Varsity	High	\$4,845
Basketball (Girls)	Middle	\$1,230
Basketball (Girls) Jr. Varsity	High	\$3,540
Basketball (Girls) Varsity	High	\$4,845
Bocce (Coed) (Corollary)	High	\$1,725
Cheerleader—Plan I Fall—Large Varsity Split (2 Sponsors) Sponsor 1 Sponsor 2	High	\$2,303 \$2,303
Cheerleader—Plan II Fall—Varsity Fall—Junior Varsity Winter—Varsity	High	\$2,490 \$1,958 \$1,973
Corollary Sports Facilitator	High	\$2,070
Cross Country (Coed)	High	\$3,615
Cross Country (Coed) Assistant	High	\$3,390
Cross Country/Track and Field Meet Facilitator—Countywide (1)	High	\$2,070
Cross Country (Coed)	Middle	\$1,035

ATHLETIC STIPENDS	School Level	Stipend
Diving Coach—Countywide (2)	High	\$3,090
Field Hockey Jr. Varsity	High	\$2,580
Field Hockey Varsity (Girls)	High	\$3,645
Football Ticket Manager-1 ea high school	High	\$1,005
Football—Four assistants	High	\$5,160
Football—Head coach	High	\$5,958
Gen. Athletic Event Ticket Manager	High	\$2,460
Golf (Coed)	High	\$1,965
Gymnastics Club (Girls)	High	\$1,965
Indoor Track (Coed)	High	\$3,495
Indoor Track (Coed) Assistant	High	\$3,240
Intramural Coordinator	Middle	\$900
Intramural Director	Middle	\$930
Intramural Director (Coed)	High	\$570
Lacrosse Varsity (Boys)	High	\$3,270
Lacrosse Varsity (Girls)	High	\$3,270
Lacrosse (Boys) Jr. Varsity	High	\$2,550
Lacrosse (Girls) Jr. Varsity	High	\$2,550
League Coordinator (five for the County)	High	\$540
Night Game Manager	High	\$1,635
Pole Vault Coach—Countywide (2)	High	\$2,550
Pompons	High	\$3,675
Soccer (Boys)	Middle	\$1,215
Soccer (Boys) Jr. Varsity	High	\$2,850
Soccer (Boys) Varsity	High	\$3,750
Soccer (Girls)	Middle	\$1,215
Soccer (Girls) Jr. Varsity	High	\$2,850
Soccer (Girls) Varsity	High	\$3,750
Softball (Boys)	Middle	\$1,155
Softball (Girls)	Middle	\$1,155
Softball (Girls) Jr. Varsity	High	\$2,955
Softball (Girls) Varsity	High	\$4,470
Softball (Co-ed) Corollary	High	\$1,725
Swimming & Diving	High	\$3,225
Team Handball (Co-ed) Corollary)	High	\$1,725
Tennis (Boys)	High	\$3,255
Tennis (Girls)	High	\$3,330
Ticket Manager: Countywide Athletic Events	High	\$3,000
Track Assistant (Coed) (Up to 3 per school)	High	\$3,690
Track Head Coach (Coed)	High	\$4,005
Volleyball (Boys) Varsity	High	\$3,465
Volleyball (Coed) Varsity	High	\$3,465
Volleyball (Girls) Jr. Varsity	High	\$2,565
Volleyball (Girls) Varsity	High	\$3,525
Weight Training Director (Coed)	High	\$1,350
Wrestling Jr. Varsity	High	\$3,960
Wrestling Varsity	High	\$5,175

A. Summer School, Special Education and Other Summer Instructional Activities

1. To meet school-system program needs, consideration will be given to those unit members who apply and are found by the Board to qualify for those jobs that are available in the summer school program under the following procedures and criteria. A factor in the qualifications to be considered will be prior summer employment with MCPS.
2. Unit members will be notified concerning the status of their application for summer school employment as early as possible, with a view toward facilitating personal plans of unit members.
3. Planning time shall be provided during the unit member's duty day.
4. All required materials of instruction and equipment shall be available at the summer school assignment.
5. Unit members assigned to work during summer school shall be paid at their hourly rate (annual salary divided by 1560, the number of hours paid in a 195-day school year).
6. Unit members performing summer assessments of students shall be paid at their hourly rate (annual salary divided by 1560, the number of hours paid in a 195 day school year).
7. Unit members eligible for additional compensation for working as teacher trainers shall be paid at their hourly rate (Article 7, Section A, Subsections 8 and 9).
8. Ten-month unit members employed during the summer shall be eligible to use all and any accrued sick leave on any duty day when illness or disability prevents their reporting to their assignment. Ten-month unit members employed in the summer shall be eligible for bereavement leave, for jury duty leave, and for leave to conduct MCEA business, in accordance with the procedures developed by the superintendent as outlined in Article 3.
9. MCPS may offer two- or three-year summer employment contracts to unit members. Unit members who sign multiple-year contracts but find themselves unable to meet the multiyear commitment must rescind by February 1. Unit members will continue to be hired on an annual basis as well, to respond to actual enrollments and specific program needs.

B. Curriculum Development

1. To meet school-system program needs, consideration will be given to those unit members who apply and are found by the Board to qualify for those jobs that

are available in curriculum development, in-service training, and other school-system programs, under the following procedures and criteria. A factor in the qualifications to be considered will be prior summer employment with MCPS.

2. Unit members will be notified concerning the status of their application for such employment as early as possible, with a view toward facilitating personal plans of unit members.
3. All summer in-service and curriculum development centers shall have clean, air-conditioned, appropriately equipped work areas, facilities, and restrooms.
4. Unit members assigned to work during the summer on curriculum development, in-service, or other school-system projects shall be paid based on an hourly rate of pay of \$25.00 per hour for such work.
5. Fixed stipends, in lieu of hourly pay, may be provided for certain project work and summer workshops.
6. Ten-month unit members employed during the summer shall be eligible to use all and any accrued sick leave on any duty day when illness or disability prevents their reporting to their assignment.

C. High School Graduation Validation Programs

1. Unit members selected for High School Graduation Validation credit program assignments shall be paid at their hourly rate (annual salary divided by 1560, the number of hours paid in a 195-day school year).
2. Preparation time currently being received for the High School Graduation Validation Programs shall continue.
3. Positions in the High School Graduation Validation Programs be filled by the administration first from applicants who are regularly appointed teachers in MCPS. Tenured teachers shall have preference over non-tenured teachers and non-tenured teachers shall have preference over outside applicants.
4. Unit members who are ill may use their accrued sick leave and charge 2.1 hours for a one-session position and 4.2 hours for a two-session position.

D. Training

Professional development programs offered by MCPS shall be categorized into four "tiers":

- Tier One—Any training that MCPS requires a unit member to attend.
- Tier Two—Training programs that provide important content or skill enhancement for unit members.
- Tier Three—Other courses that are offered, which enable members to meet state or local certification mandates.
- Tier Four—Other courses made available by MCPS, which unit members may self-select but do not meet the criteria for a higher tier.

The identification of tier level for MCPS course offerings will be a collaborative effort between MCPS and MCEA.

Unit members will be paid based on their regular per-diem rate (annual salary divided by 195 regular duty days) for Tier One training taken outside of regular duty hours. Tier Two training taken outside of regular duty hours will be paid at the rate of twenty dollars (\$20) per hour. Tier Three and Tier Four training will not be eligible for compensation.

Unit members will be notified of any Tier One summer training no later than March 1, if it is to be required. Unit members will be provided with options to take such training at alternate times. This may include during or after normal school hours or on days not otherwise scheduled as duty days for 10-month teachers.

E. Mileage

1. Unit members who, in order to fulfill their job responsibilities, are required to use their own vehicles to complete those assigned job responsibilities, will receive the standard Internal Revenue Service rate per mile for all travel on MCPS business using their private automobile, subject to the conditions in the following paragraphs. These parameters are based on IRS regulations defining mileage reimbursements that do not require the district to treat the payment as taxable income. Adjustments in the mileage rate will be made effective on the date of the official change in the published rates in Internal Revenue Service regulations.
 - a. Employees will not be reimbursed for commuting mileage between their home and the first of one or more of their regular work locations. This includes situations where an employee returns home after being at work and then later returns to work again that day. Also included in the meaning of commuting are miles traveled to and from work on nonwork days, on leave days or when teleworking.
 - b. For employees who perform work at several MCPS and Non-MCPS locations during a day, commuting is defined as travel from an employee's home to the first work site they travel to for the purpose of performing work in a day, and travel from the last work site at which they worked on a day to their residence. For purposes of mileage reimbursement, MCPS meetings or functions held at a non-MCPS facility will be treated as at an MCPS location.
 - c. An employee who has to travel on MCPS business to a non-MCPS site from home may report that mileage, and the return trip, for reimbursement.
 - d. No personal travel may be submitted for reimbursement.
 - e. Unit members are reimbursed for mileage that is required as part of their regularly assigned function/position. Employees who receive stipend payments, overtime, or other additional pay for additional work do not receive reimbursement for

miles traveled in their personal vehicles for this work. This includes extracurricular stipends and summer assignments. Approved use of a personal vehicle for transportation on a field trip or for out-of-district outdoor education will be reimbursed.

- f. Travel mileage is reimbursed for up to the shortest non-tolled route between sites. Employees may travel other routes for reasons such as speed of travel, but may only claim reimbursement for the miles in the shortest non-tolled route, as shown on MCPS mileage charts.
- g. The employee claiming reimbursement must submit a reimbursement request to their supervisor within 10 business days after the end of the month during which the travel occurred.
- h. Unit members will not be required to drive pupils to activities which take place away from the school building. Unit members may do so voluntarily with the advance approval of their principal or immediate supervisor and will be reimbursed for driving such miles at the rate provided in paragraph A above. In no case shall mileage be paid for travel for extracurricular activities or work beyond the regularly assigned function for which the unit member has been employed.
- i. Unit members who are required as a condition of employment in a given position to use their private automobiles, and who, because of this required employment use, pay a higher insurance premium, shall be reimbursed for the amount of the additional premium. The unit member seeking reimbursement will be expected to submit satisfactory evidence to support such claim.

F. Moves Between Work Places

Classroom teachers (.5 FTE and above) whose full assignments are changed from one or more work locations to one or more other work locations or staff forced to relocate mid-year due to a partial reconstruction or renovation in which there was not a school-wide closure are eligible for up to seven (7) hours of compensation at the Tier Two rate of pay for moving.

23 **ARTICLE** **INSURANCE**

- A. The current health insurance plans contained in the "Employee Benefit Summary" and "Evidence of Coverage" documents, as amended by agreement of the parties, shall be incorporated as part of this Agreement. The Plans shall be maintained for the life of this Agreement, and shall not be changed, except as may be recommended to the parties by the joint MCEA-MCPS Employee Benefits Committee, as provided in this Article.

The revised booklets shall be made available electronically to all employees during the open enrollment period.

B. Medical Plans

The Benefit Plan shall include the following options:

1. There will be one (1) POS plan.
2. There will be two HMO Plans.
3. The Board agrees to pay the dominant share of premiums in accord with the schedule and provisions below.
 - a. Base Premium Cost-Sharing Formulas

HMO plans	88/12
POS plans	83/17
Dental, Vision, Rx & Life	83/17

B. Wellness Incentives

Health Risk Assessments (HRAs)—MCPS will pick up an additional 1 percent of the premium for employees who complete an online Health Risk Assessment by the established deadline.

Biometric Screenings (BMSs)—MCPS will pick up an additional 1 percent of the premium for employees who complete and submit the results of standard lab tests of blood work by the established deadline.

All data submitted through these wellness initiatives will be treated as confidential by a third-party administrator covered by the privacy requirements of the federal *HIPAA Act*.

Implementation of these provisions will be overseen by the Joint Employee Benefits Committee, including approval of the final HRA questionnaires and BMS requirements. Participation in HRAs and BMSs shall be completely voluntary.

HRAs and BMSs shall be documented annually through the third-party administrator for renewal of the employer premium pick-ups for the following year.

C. Smoker Rates

MCPS health plans and the parties Agreements shall be modified to remove all provisions pertaining to smoking attestation and related smoking surcharges and any other penalties, beginning on January 1, 2021.

D. District health plans shall be modified to include hearing aids for employees and dependents, effective January 1, 2021.

E. Doctor Visit Copays—Doctor visit copays will be as provided in the following table:

Plan	Providers	Effective 7/1/17 to 12/31/2017	Effective 1/1/2018
POSs	Primary Care Physicians	\$15	\$15
	Specialists	\$20	\$25
HMOs	Primary Care Physicians	\$10	\$10
	Specialists	\$15	\$20

F. Supplemental Plans

The existing dental, vision, drug, and life insurance plans shall continue to be provided, except as modified herein. Unit members will be able to select each plan independently, regardless of other plan selections. The premium cost-sharing formula shall be in accord with the schedule and provisions above.

1. Dental Plans

MCPS will contract with both a dental preferred provider organization (DPPO) and a dental maintenance organization provider (DMO) to provide dental benefits to MCPS employees. Unit members may elect annually to participate in either the DPPO or the DMO plan. The DPPO will provide both in-network and out-of-network dental benefits.

2. Vision Plan

The vision plan benefits will be as follows (“NVA Wholesale1” option):

Exams: optometrist	\$50
Exams: ophthalmologist	\$66
Frames: frames only	\$40
Lenses: per pair	
Single vision	\$40
Bifocal	\$70
Trifocal	\$90
Lenticular	\$240
Contact lenses:	
Medically necessary	\$230
Standard or disposable	\$80

3. Prescription Drug Plans

a. MCPS will implement a managed prescription drug plan, which combines utilization review, physician profiling, and case-management techniques. The plan will protect a physician’s ability to make a final medical determination of the appropriate medication. The plan’s copayment structure is designed to encourage participants to purchase prescription drugs at the most affordable price.

b. The prescription drug co-payment schedule will be as follows:

DRUG CLASS	Retail 30-day supply		Domestic Mail Order 3-month supply	
Generic Drugs	\$5	\$10	\$5	\$10
Brand Name, Formulary List Drugs	\$20	\$25	\$20	\$25
Brand Name, Non-formulary, no generic equivalent	\$35	\$40	\$35	\$40
Brand Name, Non-formulary, generic is available	\$35 plus the difference	\$40 plus the difference	\$35 plus the difference	\$40 plus the difference

- c. **Generic Equivalent Rules**—Prescriptions for non-formulary brand-name drugs with a generic equivalent will automatically be filled with a generic, and the participant will be charged the lower generic class copay. If the physician specifies to dispense as written, or if the participant opts for brand-name non-formulary drugs, such drugs will be dispensed and the copay shall include the added difference in cost for the name brand drug over the generic drug.
- d. **Formulary Drug List**—(a.k.a. “Primary Drug List”) is a list of preferred brand-name medicines that have been reviewed and selected by the pharmacy benefit manager’s “Pharmacy and Therapeutics Committee” of practicing doctors and clinical pharmacists, for their safety, quality, and effectiveness.
- e. **Maintenance Drug Class**—Maintenance medications are drugs usually prescribed to treat conditions of a long-term or chronic nature, such as diabetes, arthritis, or high blood pressure. Drugs are classified according to therapeutic category and those drugs that are considered as maintenance medications under the plan are identified through the pharmacy benefit manager. Two initial 30-day prescriptions for maintenance drugs may be filled at a retail pharmacy. Following that, maintenance drugs must be filled through the mail-order pharmacy program. If such subsequent maintenance drug prescriptions are purchased at a retail pharmacy, the plan shall pay only as much as it would have if the drug had been purchased mail-order—and the participant shall pay the difference. Participants may choose to continue purchasing their maintenance drugs in 30-day prescriptions at a retail pharmacy beyond the first two months. If they do, the copay shall be the mail order copay for a 30-day supply plus the added difference in cost for the retail maintenance drug over the plan’s cost for purchase of a 30-day supply of the maintenance drug through the mail-order pharmacy.
- f. **Biotech Drug Class**—Certain newly patented, high-cost, bioengineered drugs are to be bought in the most cost-effective way. The plan design shall include a specialty mail-order pharmacy for biotech drugs. The Joint Employee Benefits Committee will have responsibility for continuing to seek out ways to purchase biotech drugs at the lowest possible cost.
- g. **Specialty Drugs**—Caremark will be the exclusive provider of designated specialty drugs for Caremark plan participants.
- h. If a doctor certifies that it is medically necessary to prescribe a brand-name drug (for example, if the participant has an allergic reaction to the generic equivalent), the copay on brand-name drugs filled through the mail order program will be the applicable brand name drug copay: either formulary or non-formulary no-generic.
- i. **Generic Step Therapy**—“Targeted Generic Step Therapy” will be implemented in the Caremark prescription plan to promote greater use of generic drugs in the case of certain drugs for identified medical conditions, as provided in a separate Memorandum of Understanding regarding Generic Step Therapy between MCPS, MCEA, SEIU Local 500 and MCAAP.
- j. Network pricing at pharmacies participating in the network, and through the mail order pharmacy, shall be made available to plan participants to purchase medical supplies not covered by the plan but negotiated through the network. The co-pay for such supplies shall be 100 percent of the network discounted cost.
- k. Participants in the Kaiser HMO shall have their prescription coverage provided by Kaiser in conjunction with their medical plan. The copays shall be \$10 for all prescriptions at Kaiser pharmacies (including mail order) and \$15 at other participating pharmacies (including Giant, Safeway, and CVS).
- l. **Disease Management**—
 1. **Diabetes Management Program**—Plan participants diagnosed with diabetes, who participate in one of the plans’ Diabetes Disease Management programs will have their copayments waived on diabetes medications and test strips for the following calendar year, as long as they maintain their participation in the diabetes-management program and use their medications prescribed to treat diabetes without missing any days.
 2. **Cholesterol Control Compliance**—Effective January 1, 2018, plan participants diagnosed with high cholesterol, who participate in one of the plans’ cholesterol control compliance programs, will have their copayments waived on related medications for the following calendar year, as long as they maintain their participation in the program and use medications prescribed to treat their cholesterol without missing any days.
 3. **Hypertension Control Compliance**—Effective January 1, 2018, plan participants diagnosed with hypertension, who participate in one of the plans’ hypertension control compliance programs, will have their copayments waived on related medications for the following calendar year, as long as they maintain their participation in the program and use medications prescribed to treat their hypertension without missing any days.
- 4. **Life Insurance**
The Board will provide eligible unit members with the opportunity to purchase additional term life insurance in an amount equal to one times annual salary, during the initial benefit eligibility period.

An eligible unit member who does not purchase additional term life insurance when first eligible may do so during future open enrollment periods, provided he or she meets insurance company underwriting requirements. The unit member will pay the full cost of additional life insurance purchased under this provision.

- F. The Joint Employee Benefits Committee will review Requests for Proposals and make selection recommendations associated with the benefits plans designated above to the Board of Education.

G. Dual-employee Households

Whenever a husband and wife are both employed by MCPS and eligible to participate in the Employee Benefits Plan, each will have the option of being covered separately or being covered as a dependent on their spouse's plans. No employee or dependent may be covered under two different MCPS plans for the same type of benefit (health, dental, vision, prescription). In the event of termination of coverage of one of the employees, or if dissolution of the marriage occurs, any employee who was covered as a dependent under their spouse's plan will be permitted to continue in that plan as the covered employee.

H. Tax Deferred Annuities & Deferred Compensation Plans

Unit members will be eligible to participate in the currently available tax-advantaged salary deferral plans (403b and 457). The forms for the necessary reduction of annual salaries shall be available online and at the Employee and Retiree Service Center (ERSC).

The parties agree to continue to work through the advisory committee to establish an oversight structure for the defined contribution plans, to include representatives of the employee organizations, as is currently done with the Retirement and Pension System Board of Investment Trustees.

I. Joint Employee Benefits Committee

1. The joint MCEA-MCPS committee, for the purpose of reviewing periodically the employee benefit plan, shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three members of the committee.
2. The committee also shall select and monitor the performance of the health care plan administrators.
3. It is understood that the committee shall utilize the bid process, if required by state law or MCPS regulation, to contract for outside services required to assist the committee.
4. The Board of Education shall indemnify and hold MCEA, its officers, employees, and agents harmless against any and all claims arising out of the agreements set forth in this section and will reimburse witness costs and fees, court costs, legal fees, and lost wages incurred in defending against any such claim.

5. In recognition of the inadequacy of the Maryland State Teachers Pension, the Joint Committee is also charged with developing options for enhancing the MCPS supplemental pension plan. Such options may be the subject of future negotiations between the parties.

6. Recognizing the shared interest in enabling plan participants to be better informed consumers of health care services, the parties agree that MCPS will use its available communication systems to maximize the availability of comparative costs for services being charged to the plan by doctors, labs, and hospitals as well as information on hospital readmission rates and postsurgical infection rates. The Joint Employee Benefits Committee will be provided with full access, to the extent possible, to plan utilization and vendor performance, outcome and cost data, including vendor contracts, to facilitate their work toward increasing market transparency so that plan participants can be better informed consumers of health care services.

7. Jointly through the ADC to reinvigorate the JEBC so that it returns to its intended function as a body actually making recommendations to the Board and Superintendent rather than simply serving as a sounding board listening to vendor and staff reports. Part of this shall include exploring ways in which the unions can play an expanded role in the governance and oversight of the plans.

J. Flexible Spending Accounts

The Board of Education shall establish and maintain a Section 125 plan, which includes medical reimbursement and dependent care assistance flexible spending accounts, and premium conversion.

- K. Unit members planning to retire should contact the Employee and Retiree Services Center as early as possible.

24 ARTICLES DEDUCTIONS FROM SALARY

- A. As unit members individually and voluntarily authorized the Board, the Board agrees to deduct from the unit members' salaries one single payment periodically to include (1) dues for the Montgomery County Education Association, (2) dues for the Maryland State Education Association and the National Education Association, and (3) premiums for the MCEA insurance plans. This authorization for MCEA, MSEA, and NEA dues and/or premiums for the MCEA insurance plans and other miscellaneous assessments will remain in effect until one or more of these deductions are added or dropped, as authorized in writing by a unit member and received by MCEA on or before September 10. The amount deducted from a unit member's salary each year will be for the total dues and/

or the MCEA insurance premiums, as certified by MCEA by authorization form signed by the individual signifying that such deductions shall be at the "current rate."

- B. The Board agrees to transmit the deductions promptly to the Montgomery County Education Association, including a list of names and the amount of each deduction.
- C. MCEA will certify to the Board in writing the current rate of membership dues for the three associations by September 1. Further, the Association agrees to certify in writing the current premiums for the insurance plans for each unit member, using payroll deductions for this purpose at the time they enrolls or changes their status.
- D. The number of deductions referred to in Section A are to be made during the school year and the amount of each deduction will be as mutually agreed upon by the Board and the MCEA. The Board will honor any authorizations for dues deductions and MCEA insurance premiums received after the beginning date of withholding provided, however, that it will deduct the amount only for each remaining pay period and for the number of pay periods that have been agreed to by the Board and MCEA. Authorizations for deductions will be honored beginning with whatever pay period the records are open.
- E. The Board will withhold taxes for unit members who live in jurisdictions other than Maryland.
- F. All 10-month unit members shall be offered the option to have their 10-month salary paid over 12 months.
- G. Representation Fee**
 - 1. All unit members hired after August 31, 1984, shall be required to join the Association or to pay a representation fee. All unit members who are members of the MCEA as of September 10, 1984, shall continue their membership in MCEA or pay a representation fee to MCEA.
 - 2.
 - a. Prior to October 1 of each year, MCEA will notify MCPS in writing of the amount of the representation fee to be charged to unit members for that contract year.
 - b. Pursuant to Section 6-407 (c) (2) of the Education Article of the Annotated Code of Maryland, the representation fee "may not exceed the annual dues of the members of the organization." Such members' annual dues include payments earmarked for MCEA and its state and national parent organizations, the Maryland State Education Association ("MSEA") and the National Education Association ("NEA"), respectively, and the representation fee will be determined with respect to this three-tiered structure.
 - 3. Prior to October 1 of each contract year, MCEA will determine the percentage of its members' dues, as defined above, that represents the cost of "negotiations, contract administration, including grievances, and other activities" as are required under Sections

6-407 (b) and (c) of the Education Article of the Annotated Code of Maryland. MCEA will base this determination on a review of financial records and other documents describing MCEA's activities and will be guided by the language of the Education Article of the Annotated Code of Maryland, the United States Supreme Court decisions in *Ellis v. BRAC* and *Abood v. Detroit Board of Education*, and other relevant federal and state court decisions. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, other activities not germane to collective bargaining, or benefits or activities available to or benefiting only MCEA members (e.g., member-only insurance programs).

- 4. Promptly after notifying MCPS of the amount of the representation fee, MCEA will send a written communication to each employee in the unit who is required to pay such a fee under this Agreement. This communication will inform the employee, *inter alia*—
 - a. of his or her obligation to pay a representation fee to MCEA;
 - b. of the amount of the representation fee and the manner in which it was determined;
 - c. of his or her option to pay the representation fee directly to MCEA or to deduct the fee from his or her salary. The mechanics for the deduction of representation fees and the transmission of such fees to MCEA will, as nearly as possible, be the same as those used for the deduction and transmission of membership dues to MCEA; and
 - d. that his or her failure to pay the representation fee will not affect his or her rights, benefits, or status as an employee of MCPS.
- 5.
 - a. If an employee who is required to pay a representation fee is employed in a unit position on a part-time basis or for less than a full contract year, the representation fee for that employee for said contract year will be a pro rata portion of the annual fee, based on annual salary.
 - b. If the employment of an employee who is required to pay a representation fee is terminated (voluntarily or otherwise) before MCEA has received the full amount of the representation fee to which it is entitled, said employee will be liable to MCEA for the unpaid portion of the fee.
- 6. If an employee who is required to pay a representation fee fails to do so, MCEA may take appropriate steps—including the commencement of legal action against the employee—to collect the amount in question. MCPS will not be required to terminate a unit member's employment or take disciplinary action against a unit member for failing to pay a representation fee.

7. Consistent with Section 6-407 (c) (4) of the Education Article of the Annotated Code of Maryland, the obligation to pay a representation fee will not apply to an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this paragraph for an exemption from the obligation to pay a representation fee for any contract year, an employee must—
 - a. Submit to MCEA and MCPS prior to October 1 of each contract year, or within 30 days after being hired into a unit position, whichever is later, a written statement setting forth the basis of his or her religious belief;
 - b. During said contract year pay an amount equal to the representation fee to a nonreligious, nonunion charity or to such other charitable organization as may be agreed upon by said employee and MCEA; and
 - c. Prior to the end of said contract year furnish to MCEA and MCPS written proof of such payment.
8. This section will not apply to home and hospital teachers, or short-term substitutes, as defined in the Substitute Teacher Agreement, but will apply to long-term substitutes, as defined in said Agreement. Promptly after receiving the quarterly list referred to below, MCEA will bill long-term substitutes who are required to pay a representation fee for a pro-rata portion of the annual fee, based on the number of days actually worked during the quarter in question. MCEA will send a written communication to each long-term substitute who is required to pay a representation fee informing the employee of his or her obligation.
9. Within 10 days after the end of each month MCPS will submit to MCEA a list of all employees who were hired into positions during said month. Within 10 days after the end of each quarter, MCPS will submit to MCEA a list of all employees who were employed as long-term substitutes during said quarter. These lists will include the names, job titles, and dates of employment for all such employees.
10. MCEA shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this Article, or in reliance of any list, notice, or assignment furnished under any such provisions, including the representation fee language. MCEA will assume primary responsibility for the defense of any such claim. Counsel for MCPS will be permitted to enter an appearance and will be kept fully apprised of litigation developments by counsel for MCEA, but MCEA will not be responsible for any legal fees MCPS may incur in this regard.

25 ARTICLE

VOLUNTARY TRANSFERS

- A. It is in the best interest of the school system and the union to provide maximum opportunities for employees to seek positions that are the best matches with skills and abilities. It is also critical to give administrators and school staff the most simplified, timely, and open access to the pool of internal and external candidates. It is also in both parties' interest to ensure that the transfer process supports the instructional program, takes students' needs into consideration and that all vacancies are reported in an accurate and timely manner. Seniority in MCPS will be considered a factor in the transfer process; however, because the parties believe that there are educational benefits for all students to be taught by a diverse staff, MCPS also will consider diversity in the transfer process. Diversity is defined broadly to include gender, race, and ethnicity.

MCPS assignments and transfers of MCEA bargaining unit members shall support the instructional program and take students' needs into consideration.

1. MCPS shall post all vacancies in an accurate and timely manner.
2. Vacancies shall not be held or frozen because a principal is on leave.
3. The voluntary transfer of unit members shall be affected by appropriate members of the administrative staff, using the following procedures:

B. Transfers and Job Fairs

1. Open Job Fairs will be held in the second semester of each year. At this time, the unit members will be provided access to interview appointments with the school staff where they are seeking a transfer. Priority placement teachers, part-time teachers seeking full-time positions, and full-time teachers seeking part-time positions will be invited to participate in the Job Fairs. The Job Fairs are reserved for internal unit members only, whose assignments are determined by principal selection. Those whose positions are not selected by principals (speech pathologists, occupational therapists, and others) should continue to work with immediate supervisors to seek a transfer.
2. A minimum of four Job Fairs will be held: two elementary, one middle, and one high. All Job Fairs will be completed at least three weeks prior to the close of the initial voluntary transfer season. Each school will participate in one Job Fair. All schools will participate in the Job Fairs with adequate staff to conduct interviews. Schools will post their vacancies on MCPS Careers and unit members can apply to specific vacancies or to schools at which they are interested in working.

Schools may accept interview requests from all levels and subjects. Unit members will make appointments during the week before the Fairs by applying through MCPS Careers. Appointments may not be requested prior to the announced date before the Fair and interviews may not be conducted prior to the Job Fair, save those designated high impact schools. Interviews will occur at the Job Fair at 20- to 30-minute intervals. Interviews will not be limited to projected vacancies. The process for application and interviews for new schools will be advertised and conducted prior to March of the year in which the school opens.

3. Unit members who are unable to secure an interview or attend the Job Fairs can apply through MCPS Careers for schools to which they would like to transfer. Principals are encouraged to interview at times other than the Job Fairs, but are not required to do so.
4. The Office of Human Resources and Development will publish an annual web page describing transfer procedures, including timelines and telephone numbers to contact for information before the end of February each year.
5. If a staff member is assigned to multiple locations and requests a transfer from one location; that request will not impact the other schools in their assignment.

- C. Transfers will be allowed during this first voluntary transfer window across certification areas and school levels, except in previously identified "tight" fields where such transfers will not be approved until all priority placements in that certification area have been cleared. Human Resources and MCEA will meet prior to the transfer season to review the data on Priority Placements and vacancies to jointly identify "tight" fields.**

The voluntary transfer process will close temporarily at the end of the business day three weeks after the last Job Fair and will reopen following completion of comparable priority placements.

D. Posting of Vacancies

It is in the best interest of the school system and unit members that all vacancies be posted during the transfer season. Administrators shall post all vacancies on MCPS Careers within 48 hours of approval to seek candidates for the open position. The posting of vacancies will be monitored for accuracy by the OTLS and the Office of Human Resources and Development. Positions that have been filled should be closed within 48 hours on MCPS Careers.

E. Twelve-month Job Postings

Vacancies for any 12-month positions in the bargaining unit will be posted on MCPS Careers. Interested transfer candidates, along with those seeking a promotion and outside candidates, will interview directly with supervisors for the posted vacancy. If the vacancy occurs during the school year, and an internal transfer

candidate is selected, that candidate may be required to remain in the current position for that fiscal year, or until a replacement is identified, whichever occurs first. Identification of a replacement will be given high priority by Office of Human Resources and Development staff.

F. MCPS Careers

Unit members will be able to share their résumés and job profiles on MCPS Careers for any posted position. Staff who wish to transfer from full-time positions to part time positions, or vice versa, should apply to positions of interest on MCPS Careers (or its digital equivalent). All vacancies will be posted in MCPS Careers.

G. Monitoring Transfers

Each week during the involuntary and voluntary transfer season, the Office of Human Resources and Development will compile and provide information to the OTLS and MCEA on the numbers of involuntary transfers and the number of voluntary transfers from individual schools.

The associate superintendent for human resources and development will present data related to the MCPS Careers and transfer process to the LMCC each year to make recommendations jointly for changes in the process no later than the end of December.

H. Transfers usually will not be approved for—

1. personnel who are in their first two years of employment in the bargaining unit;
2. personnel who are requesting transfer out of their field of preparation and certification;
3. personnel who are included in the PAR Program for the following year by the PAR panel; and
4. an individual completing their fourth semester of employment, who has all effective ratings on their most recent evaluation, will be allowed to participate in the Job Fairs and in the voluntary transfer process.

- I. If a voluntary transfer approved for the good of the school system causes a unit member to move from a field in which they are certificated to a field in which they are not certificated, the unit members will sign a statement of understanding that will verify that the unit member is aware of the following:**

1. That they will have to take additional coursework or the appropriate certification exam in order to become fully certificated in the field to which they are reassigned.
2. That a reasonable period of time, but in no case more than two years, will be established by the Board of Education to enable each unit member to meet the new requirements

- J. Principals will notify the Department of Recruitment and Staffing as soon as they have determined whom they will request for a given vacancy.**

- K. The Office of Human Resources and Development shall notify the unit member, in writing, and those concerned with the transfer when it is affected.**

- L. No voluntary transfers will be affected after July 20, unless both releasing and receiving principals agree. MCEA will be notified of any new vacancies that occur after July 20. Occurrence of such vacancies will be reviewed by the OTLS and the Office of Human Resources and Development.
- M. Whenever a unit member transfers, the effective date will be the first full pay period after the unit member is assigned to begin work.
- N. **Open Contracts**—Unit members interested in career opportunities such as guidance counselor, reading specialist, or media specialist may be eligible for open contracts in these fields (and others as identified by the Office of Human Resources and Development). The Office of Human Resources and Development will advertise the process in the spring of each year by which internal candidates can be considered for open contracts.
- O. **Best Practices**—The Office of Human Resources and Development and MCEA will develop a joint communication about “Best Practices” to use during the transfer process. The communication will be posted on the transfer web page. The communication will be available for new principals to review and will be included in MCEA’s Résumé Writing & Transfer Process workshops. The best practices to be encouraged will include the critical need to advertise all vacancies, and notification of interviewees and interviewers, when vacancies have been filled or when an applicant is no longer interested or available.

26 ARTICLE INVOLUNTARY TRANSFERS

- A. **Notification to MCEA**—MCPS will provide MCEA a list of unit members identified for involuntary transfer by the third Friday in March. The list of involuntary transfers shall include:

- » Subject
- » Full Name
- » Ethnicity
- » Gender
- » MCPS Hire Date
- » Years of experience
- » Total Full Time Equivalent
- » Priority Placement Type
- » Location Transferring From
- » Job Description
- » Department
- » Certification Subject Area

- B. **Procedure**

In the case of potential involuntary transfers, prior to issuing assignment:

- 1. Members will be offered the option of reducing to part-time in order to mitigate the involuntary transfer.

- 2. The Principal shall allow a unit members to voluntarily place themselves on the involuntary transfer list if their transfer mitigates the transfer of another MCEA unit member.
- 3. Unit members will have the opportunity to inform appropriate administrators regarding their preferences for a new assignment.
- 4. Impacted MCEA bargaining unit members will receive notice of involuntary transfer in writing by the third Friday in March and given the opportunity to search for open positions in MCPS Careers (or its digital equivalent) and can attend a system wide meeting held by the Office of Human Resources and Development to receive appropriate information.

- C. **Factors**

The principal or supervisor shall consider: a unit member’s length of MCPS service, area of certification and experience, and major or minor field of study as significant factors in the involuntary transfer process. Because the parties believe that there are educational benefits for all students to be taught by a diverse staff, the principal will consider diversity in the transfer process. Diversity is defined broadly to include, but is not limited to, gender, race, and ethnicity.

If other significant factors are equal, the principal shall use a unit member’s length of MCPS service as the prevailing factor, except for the systemwide effort to promote increased diversity in the workforce. The parties will jointly develop implementation procedures for this systemwide effort

- D. Unit members in split location assignments who are involuntarily transferred out of one of their locations will be asked if they prefer to retain the other part of their assignment or to be treated as a full-time involuntary transfer. If the preference is to retain the other part(s) of the assignment, the Office of Human Resources will attempt to find an appropriate match. If an appropriate match cannot be found, the employee may be placed in a new full-time position. An employee preferring a new full-time placement is not guaranteed a single location assignment if none is available.
- E. A unit member may grieve an involuntary transfer that is alleged to be based on arbitrary, retaliatory, or capricious reasons.
- F. Unit members on the involuntary transfer list may indicate their preference of assignment and geographic area, including specific open positions to MCPS prior to the priority placement meeting.
- G. When it becomes necessary for a unit member to transfer because of changes in enrollment or program, the Office of Human Resources and Development will give the transfer of the unit member priority in filling known vacancies.

H. Priority Placements

1. Placement of unit members on involuntary transfers and returnees from leave will occur at a systemwide meeting scheduled after the close of the voluntary transfer season and prior to July. Meetings will be organized by the current OTLS structure. MCEA shall appoint at least two representatives to attend each of these meetings. Except as noted below, the voluntary transfer process will reopen on June 6.
2. In the event that all involuntary placements cannot be made at the SYSTEMWIDE meeting, placements will continue to be made by the Office of Human Resources and Development and the OTLS, in consultation with MCEA. Appropriate notices of any continuing closed fields will be posted online by the Office of Human Resources and Development. The placement process in such fields shall continue until all such placements are completed.
3. Priority Placements/Assignments of MCEA bargaining unit members on the involuntary transfer list will be complete prior to:
 - a. any change of a part-time member to full-time
 - b. any change of a full-time member to part-time
 - c. any new hire is assigned
4. Involuntarily transferred MCEA bargaining unit members whose initial placement did not meet their preference criteria are encouraged to participate in the Voluntary Transfer Process.
- I. Unit members who are involuntarily transferred will be notified individually by the school principal and given the opportunity to attend a meeting held by the Office of Human Resources and Development to receive appropriate information. Every effort will be made to notify the unit member of the need for an involuntary transfer prior to the Job Fairs.
- J. An article will appear in MCPS Careers late in February regarding the procedure used to reassign unit members being involuntarily transferred and returning from leave. Information also will be presented in MCPS Careers regarding the procedure for retirement.
- K. Involuntary placements will continue, regardless of the availability of the principal.
- L. Unit members who might need to be involuntarily transferred will be reassigned to their same position if an appropriate vacancy occurs at a later date. The unit member who has been involuntarily transferred should, however, have the option of determining whether to be reassigned to the original school if an assignment has already been made to another position. No changes will be made if the vacancy occurs after July 20, unless the two participating community superintendents, principals, and the teacher agree to the change.

27 ARTICLE

TRANSFERS FROM SCHOOLS THAT ARE CLOSING

- A. Immediately following the Board decision to close a school, a representative from the Department of Recruitment and Staffing shall contact the appropriate community superintendent to arrange a meeting with all the staff of the school. The community superintendent and representatives from the Department of Recruitment and Staffing then will meet with the total staff to discuss transfer procedures shortly after the decision has been made to close the school. Thereafter, if the school is not closing in that school year, another meeting will be held in the spring of the year in which the school actually closes.
- B. Personnel representatives shall also schedule individual conferences with those unit members who have requested such a conference to discuss, at mutually agreeable times, such matters as certification and transfer.
- C. Before filling any vacancies in a receiving school, the principal from the designated receiving school will arrange to interview all teachers from the designated closing school who express a preference to follow students to the receiving school.
- D. In filling any vacancies in a receiving school, the principal will consider the following significant factors: certification, length of service in MCPS, area(s) of competence, major or minor field of study, and whether the unit member would follow the students to the receiving school. Where more than one applicant is acceptable to the principal, the opportunity to follow students to the receiving school will receive additional consideration.
- E. School-based Unit Members in Positions Working Other than 10- or 12-Month Schedules
 1. Vacancies occurring in such positions in closing schools will be filled on an acting/temporary basis with candidates from either inside or outside the school, using the normal process for filling such vacancies.
 2. Such vacancies in all schools will be filled on an acting/temporary basis, unless filled by a person already in the job class or in the "pool" described.
 3. Any unit member who has satisfactory evaluations and is in such a position in a closed school or who is involuntarily transferred will be placed in a "pool." As future openings in the job class occur, the principal having the opening must consider persons from the "pool," leave returnees who have been in that job class, or voluntary transfers currently in that job class.
 4. The principal must hold interviews from among those eligible after considering the specific qualifications needed to fill the position. If, because of program needs, the principal is unable to identify someone

from the “pool,” a leave returnee, or a voluntary transferee to fill the position, the principal may, with the approval of the appropriate community superintendent and associate superintendent of human resources, assign an acting person to the position until the end of the school year.

5. Those positions being filled on an acting basis will be re-advertised yearly and filled by someone from the “pool,” leave returnee, or voluntary transferee. This process will continue until all members of the “pool” have been assigned. Requests to extend an acting assignment beyond one year must be approved by the deputy superintendent.
6. Employees in an acting capacity are guaranteed pay as stipulated for the position.
7. These employees will be reinstated to their former school and position if they assume an acting assignment after January 1. All other employees in acting capacities prior to January 1 will be involuntarily transferred to appropriate vacancies as they develop.
8. Applicants may request from the Department of Recruitment and Staffing an explanation of why they were not selected for the position.
9. If a unit member in the “pool” or currently holding such a position refuses to be interviewed or turns down a position that is offered, they will no longer be considered in the “pool.”
10. Any unit member in such a position, whose school is closing and is not assigned by the date the school is closed, will be guaranteed their “normal” paid duty days for that summer and will have the option of receiving their salary differential for one year only while in the “pool,” or electing not to receive the differential and being allowed to accept the sponsorship of stipended activities.

F. Voluntary Transfers from Closing Schools in Year(s) Prior to Actual Closing

1. Any unit member of a closing school who is selected for a promotion would be allowed to assume the new responsibilities.
2. Unit members of a closing school should be allowed to apply in the usual way for voluntary transfers. Principals and community superintendents and the Office of Human Resources and Development should carefully screen transfer requests to ensure that the school maintains an outstanding staff in the years leading up to its closure. Voluntary transfers will be permitted only under very carefully scrutinized conditions.
3. Requests for voluntary transfers out of receiving schools will be treated as all other voluntary transfer requests.

28 **ARTICLE** TWELVE-MONTH POSITIONS

- A. These positions are defined as positions other than those on the A–D grades.
- B. All vacancies in the above-defined positions will be published in MCPS Careers immediately following the decision to fill such positions. Individual vacancies in those categories containing a large group of persons will be advertised as a classification and not on an individual school basis, so that a person may be given adequate consideration for any one of the vacancies that may exist in any given category.
 1. During the school year, MCPS Careers will carry the vacancy list for these positions. Persons who desire to apply for such vacancies will submit their application, in writing, to the Office of Human Resources and Development within the time limit expressed in MCPS Careers in which the vacancy was published. The receipt of all applications will be acknowledged promptly by the Office of Human Resources and Development.
 2. Unit members may apply for the above-defined positions, which may become vacant during the summer months. Positions will be advertised in a summer employment bulletin. Applicants will inform the Office of Human Resources and Development of their summer addresses.
- C. In the notice of vacancies in MCPS Careers, qualifications, duties, and rates of compensation will be clearly stated. Where qualifications and duties may vary from the accepted qualifications for a position, the variations will be specified.
- D. Upon written request, the superintendent or his designee will explain in writing to an applicant the reason they were not appointed.
- E. All appointments made to positions on the above-defined positions will be listed in MCPS Careers.
- F. In filling vacancies, consideration will be given to the presently employed unit members. Their MCPS service, areas of competence, major and/or minor fields of study, quality of performance, and attendance record will be considered in filling vacancies.
- G. When a unit member’s position is reclassified to a lower-paying classification, the unit member shall continue to receive their annual salary for one year or until such time as the salary is less than they would earn in their new salary classification, whichever comes first.
- H. **Flexible Schedule Option for 12-month Unit Members**
 1. The parties agree to develop a framework that permits 12-month unit members to work a flexible schedule for a maximum of four weeks per year per unit member. The flexible schedule shall be four 10-hour

days and one day off in a five-day workweek. Days off shall be staggered so that services continue to be available throughout the week.

2. Central services units shall be able to choose up to any four common weeks in the year and must submit the plan for when the four weeks will occur on or about July 31 of the impacted fiscal year. A central services unit shall be defined by the work and the appropriate executive staff member. Requests must be submitted to and approved by the appropriate executive staff member prior to implementation of any flexible schedule options. The defined weeks are for the unit and any individual participating must submit a request to their supervisor, to be included with the unit's program.
3. Participation in this flexible scheduling provision is voluntary on the part of each MCEA unit member.

I. Professional Recognition

The Board and the Association recognize that the nature of the jobs performed by members of the unit employed in 12-month positions in the central and field offices is such that work beyond the customary 40-hour workweek often is required. The Board recognizes that professional staff in the positions described above will exercise professional judgment in determining when the needs of the school system permit them to attend to personal business of relatively brief duration during normal working hours without using leave for those absences from the work site. Personal business may include, but is not limited to, private appointments, lab tests, parental obligations, household appointments, emergency household demands, or other personal business. Unit members wishing to exercise this privilege will communicate their desire to access this privilege and supervisors will give favorable consideration to this request, unless the supervisor has a reasonable basis for doing otherwise.

The parties agree that this privilege is to be used occasionally and is not for regular or frequent use. The parties also recognize that unit members will not overuse these privileges and the Board, at the appropriate supervisory level, retains the right to deny such privileges to any unit member whose pattern of absences from work appears inconsistent with the performance of their duties in the highly professional manner expected of all unit members. It is agreed that the substance of this section is subject to the grievance procedure, but not to the arbitration procedure.

29

ARTICLE

PART-TIME POSITIONS

- A. A part-time unit member shall be compensated at the hourly rate commensurate with the unit member's level of experience and training.
- B. A part-time unit member shall be eligible, on a proportional basis, for all the benefits enjoyed by a full-time unit member. The workweek for part-time teachers will be prorated based on FTE, in accordance with Appendix C.
- C. Part-time unit members shall be given consideration for full-time employment in any classification that they are qualified for as vacancies develop during the term of this contract.

Part-time unit members who apply for full-time employment will be considered along with other applicants for full-time employment for position vacancies expected to occur at the beginning of a school year. Such part-time unit members also will be considered for open contract for full-time employment at the same time other applicants are considered for open contract.

- D. Individual unit members seeking a change in their employment status, i.e., part-time to full-time, may not do so until all full-time involuntarily transferred and returning-from-leave unit members in their teaching fields have been reassigned. In any case, the needs of the school system prevail and part-time unit members must be willing to accept full-time positions if no part-time positions are available, take up to one (1) semester of Unusual or Imperative leave without pay, or terminate their service with MCPS.
- E. Bona fide educational needs must be considered before full-time unit members are permitted to become part-time unit members. If no full-time positions are available, full-time teachers returning from leave may accept a part-time position, take up to one semester of Unusual or Imperative leave without pay, or terminate their service with MCPS.
- F. If there is a desire to adjust a part-time unit member's schedule after the close of the transfer season, the principal and the teacher should meet to discuss options. If a mutual agreement cannot be reached, the administration may adjust the teacher's start and end time by no more than one and a half (1.5) hours.



PROCEDURES FOR REDUCTION IN STAFF

A. Authority/Definition

The Board of Education of Montgomery County retains the right to reduce its force, and its decision on such reduction is not subject to the grievance procedure. However, any action taken under Sections B, C, and D of this Article shall be grievable.

Reduction of professional staff shall mean that the termination of a unit member(s) will occur because of one or more of the following reasons:

1. Decrease in student enrollment
2. Changes in curriculum
3. Decline in subject or grade-level enrollment
4. Budget limitations

B. Procedure

In any reduction in personnel within any given field of certification, the determination of those who are to be released will be in the following order:

1. Unit members holding Class II certificates
2. Nontenured unit members holding provisional certificates
3. Nontenured unit members holding regular certificates
4. Tenured unit members

When a reduction in professional staff is necessary, a unit member's length of MCPS service and quality of job performance will receive equal consideration in determining those individuals who will be terminated. Among additional factors to be considered will be the competency of the teacher as it relates to the program needs of the school.

For the duration of this contract, length of MCPS service will be given additional weight for unit members with six or more years of service with MCPS, unless individuals with demonstrably superior qualifications are available for the positions.

C. Recall

1. Any unit member whose service has been terminated because of the elimination of a position or a reduction in professional staff shall, for a period of three years, receive priority consideration for reemployment if they so desire and if appropriate vacancies develop.
2. In the event that a unit member does not desire at the time of termination to be placed on the list for priority consideration for employment, they shall receive full payment of all earned unused leave. Tenured unit members also shall be entitled to either of the payments listed below.

- a. Terminated unit members with tenure and less than 12 years of MCPS service will receive, in addition, one month's salary for each year of MCPS service, up to a limit of six months' salary.
- b. Terminated unit members with tenure and 12 or more years of MCPS service will receive, in addition, one month's salary for each year of MCPS service, up to a limit of 12 months' salary.

- D. Any unit member who is terminated due to a reduction in force may be placed on leave without pay for the six months immediately following the end of duty and may choose to continue membership in the health benefit plans offered by the Board of Education by paying the full cost of membership in these plans during those six months.
- E. The superintendent will attempt to provide a period of retraining for tenured unit members so that they can be placed in positions for which they would not otherwise qualify without such training.
- F. A list will be supplied to MCEA by the Office of Human Resources and Development, which that department will use in reductions in force consistent with the procedures and factors listed in this article.
- G. The offices of the Chief Operating Officer, Human Resources and Development, and school performance will review the list to determine jointly who will be notified of termination. Termination notices will be hand-delivered to affected unit members by a human resources representative, who will explain the reduction-in-force and recall procedures.
- H. A Preference for Reassignment form will be completed for each terminated unit member to assist in the recall and reassignment process.
- I. Information sessions to discuss two-year priority consideration for reemployment and other fringe benefits due to terminated unit members will be arranged by the Department of Recruitment and Staffing. Unit members also will be informed to keep in close contact with a specific human resources representative.
- J. After unit members involuntarily transferred and returning from leave have been placed, the Office of Human Resources and Development, utilizing the prepared list and following established procedures, will recall and reassign unit members terminated through reduction in force as appropriate vacancies occur.

31 ARTICLE LEAVES

Contents:

- A. Definitions
- B. General Conditions
- C. Sick Leave
- D. Leave Without Pay for Personal or Family Illness
- E. Workers' Compensation Leave
- F. Annual Leave
- G. Holiday Leave
- H. Professional Leave
- I. Childcare/Adoption and Long-term Family Leave
- J. Military Leave
- K. Leave for Family Bereavement
- L. Leave for Political Activity
- M. Leave for Juror or Witness Service
- N. Compensatory Leave
- O. Leave for Emergency Closing of Schools/ and/or Central Office
- P. Leave for Unusual or Imperative Reasons
- Q. Personal Leave
- R. Long-term Unpaid Personal Leave
- S. Reimbursable Salary Leave

The following leave regulations, compliant with the public school laws of Maryland and the bylaws of the State Board of Education, apply to all unit members.

- A. Terms used in the following sections are defined as follows:

Appropriate Official—department head, principal, or immediate supervisor, depending on the unit member's position.

Duty Days—For purposes of administering various provisions regarding leave from work, whether paid or unpaid, duty days are any day an employee is regularly scheduled to work. Employees who work less than 80 hours in a two-week payroll period, or who do not work five days per calendar week, will be treated as having five duty days during any calendar week that they work, except that Emergency Leave days are considered duty days and holidays are not considered duty days.

Immediate Family—child, parent, brother, sister, husband, wife. In addition, anyone who lives regularly in the unit member's household and anyone for whom the unit member has durable medical or personal representative power of attorney also shall be considered immediate family.

Planned Program for Professional Leave—a program planned and approved by the university and the Office of Human Resources and Development that leads to standard certification and/or to an advanced degree; or a planned program of writing, study, or travel approved by the superintendent.

School Year—the same as the fiscal year (July 1–June 30) of the Board of Education of Montgomery County.

B. General Conditions

1. Family and Medical Leave Act

- a. This article shall conform to the requirements of the *Family and Medical Leave Act of 1993* (FMLA). Subject to the definitions and criteria of FMLA, employees are provided with up to 12 weeks in any 12 month period for the birth or placement for adoption or foster care of a child, the serious illness of an immediate family member, as defined in this article, or the employee's own serious health condition. Authorized leave under this article conforming to the FMLA definition of "serious health condition" shall be counted as FMLA leave, up to the maximum 12 weeks in each year. Summer nonduty days and holidays do not count toward the 12 weeks of FMLA.
- b. The employee's benefits will be maintained during the term of covered leave, under the conditions that coverage would have been provided if the employee had continued working.
- c. Upon completion of the FMLA-covered leave, an employee will be returned to their original position within MCPS, or to an equivalent position if the original position has been eliminated.

2. Return from Leave

- a. Upon return from leave, all benefits will resume in the same manner and at the same levels as provided when the leave began, and will be subject to any changes in benefit levels that may have taken place during the period of leave affecting the bargaining unit.
- b. When the leave is of short duration and not longer than 60 consecutive duty days, a substitute may be employed and the position shall be held for the return of the unit member. MCPS Form 430-1 for short-term leave is to be completed.
- c. Unit members wishing leave in excess of 60 consecutive duty days must use MCPS Form 430-1 for long-term leave without salary. Reassignment of a unit member will be made when the Department of Recruitment and Staffing determines a vacancy exists for which the unit member is qualified.
- d. If leave is granted for personal illness, the unit member will be reinstated at the conclusion of the leave, providing a health certificate from the attending physician is submitted attesting to the unit member's physical fitness to perform their duties. If

- there is a dispute regarding a unit member's ability to return to work, when the unit member's physician and the school system's physician provide conflicting medical reports, then the dispute will be resolved by adding a third physician (cost to be split by both the employee and MCPS). Reassignment will not be made until the third opinion is received and a final determination is made as to fitness for duty. Reassignment will be made when there is a vacancy for which the unit member is qualified. Reassignment upon return from an approved FMLA leave will be to the unit member's original position held prior to leave, or to an equivalent position if the original position has been eliminated.
- e. Unit members returning from leave will fill out a Returning from Leave Preference for Reassignment form, supplied by and returned to the Employee and Retiree Service Center. Unit members on long-term leaves of absence (with the exception of sick leave and workers' compensation leave) must notify the Employee and Retiree Service Center by March 1 of each year, indicating their intent (1) to return to work the following fall; (2) not to return to work and therefore to resign/retire; (3) not to return to work and to request extension of the leave of absence; or (4) desire to extend until April 1 official notice to MCPS of their intent. The Employee and Retiree Service Center will notify all unit members on leave of this deadline in early February each year. When unit members do not meet the deadline, they will be considered as having resigned.
 - f. In order to match unit members with appropriate vacancies, subject coordinators/ supervisors may be asked to provide information and make recommendations about the reassignment of unit members returning from leave.
 - g. Normally, unit members returning from leave will be reassigned to the school or office which they left, if an appropriate vacancy occurs in the school or office.
 - h. A 10-month school-based unit member who is scheduled to return from leave during the last three weeks of the school year and who is not returned to their position, due to continuity of instruction concerns when such denial is allowed under the FMLA, shall have the option of working as a substitute teacher at their regular rate of pay during that period of time. Exercising this option will not diminish their right to return to their prior position at the beginning of the subsequent school year.
 - i. A return-to-work date must be at least three (3) work days prior to the Thanksgiving holiday and no less than four (4) work days prior to the beginning of winter break or spring break.

- 3. When unit members do not qualify for any leave of absence type or have used the maximum allowable leave, the unit member may resign. An open contract for the unit member to return within a three-year period at the same salary step may be offered to the resigning teacher under the following conditions: (1) the subject field that they teach is projected to have adequate future vacancies; (2) the unit member is in good standing at the time of resignation; and (3) the resignation is submitted within the required state and contractual timelines.
- 4. The superintendent has the right to grant a leave of absence with loss of substitute pay, with or without pay, or to deny leave for any other reason.

C. Sick Leave

Sick leave is a designated amount of compensated leave that is to be granted to a unit member who, through personal illness, injury, quarantine, pregnancy, miscarriage, or childbirth and recovery, is unable to perform the duties of their position. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days. Sick leave may not be granted for the period of disability when monies are paid to the unit member under the Workers' Compensation Law, except as provided in Section E of this Article.

- 1. **Eligibility**—The provisions of sick leave apply to all unit members.
- 2. **Method of Computing Sick Leave**—Each full-time unit member shall accrue sick leave at the rate of one day per month of assigned responsibility. Regular part-time unit members shall accrue sick leave in proportion to the time worked. Unit members having an extended work year (Article 17, Section H) of five days or more shall accrue sick leave for the extended work year proportionately, at the rate of one day of sick leave for each 20 days of extended year.
- 3. **Accumulation of Sick Leave**—Unused sick leave is accumulated on an unlimited basis. Unused personal leave shall be added annually to the unused sick leave account.
- 4. **Advance of Sick Leave**—At the beginning of each school year, a unit member is advanced sick leave that will be earned during the school year. Sick leave in excess of the amount to be earned may be advanced by the Employee and Retiree Service Center. Unit members are liable for all advanced sick leave.
- 5. **Indebtedness of Advanced Sick Leave at Termination of Service**—A unit member who, on termination of service with Montgomery County Public Schools, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from their earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced

sick leave not covered by their earned salary. Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.

6. Disposition of Accumulated Sick Leave at Termination of Service—At the time of their termination after five years of MCPS service, any unit member shall receive termination pay at their current salary rate for one fifth (20%) of this accumulated sick leave. For an eligible unit member who retires or resigns effective July 1 of any year and who notifies the Employee and Retiree Service Center of such intent to retire or resign no later than April 1 of that year, the termination pay described in this paragraph shall be for 35 percent of the unit member's accumulated sick leave.

7. Procedure To Be Followed in Obtaining and Using Sick Leave

- a. A unit member shall notify the appropriate official as early as possible if they are unable to report for duty and at that time state the reason for absence.
- b. A unit member on sick leave shall notify the appropriate official as to the progress of their illness and the projected date of their availability for duty, as soon as it is determined, with at least one day's notice.
- c. A certificate by a physician confirming the necessity for a unit member's absence due to illness, injury, or quarantine may be required by the director of employee services administration, Employee and Retiree Service Center, if the unit member uses up to and including four consecutive duty days.

8. Leave for Illness in the Immediate Family

Leave may be granted for illness in the immediate family and shall be charged against accumulated sick leave.

9. MCEA Sick Leave Bank

All rules and guidelines governing the uses of sick leave bank shall be established by mutual consent of the parties.

10. Family Crisis Leave Bank

- a. The parties agree to the establishment of a Family Crisis Leave Bank to allow employees to assist immediate family members during serious illness/injury situations when the employee has exhausted all available leave.
- b. All rules and guidelines governing donations to and uses of family crisis leave bank shall be established by mutual consent of the parties.
- c. Changes may be made by mutual agreement only.
- d. The Board agrees to provide 200 days of leave for initial seeding of the bank.

D. Leave Without Pay, Personal Illness, or Family Illness

The Employee and Retiree Service Center may grant a leave of absence without pay to a unit member when that unit member or a member of their immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one year. The leave without pay begins when the unit member has exhausted all available sick leave and sick leave bank options. Leave approved and verified with a doctor's certification on an FMLA leave request form, in accordance with the FMLA, may be taken for the first 12 weeks of the requested leave. Applications for leave must be submitted in writing to the appropriate supervisor and forwarded with their recommendation to the Leave Administration team in the Employee and Retiree Service Center for approval.

1. Eligibility—All unit members are eligible to apply.

2. Benefits—Unit members may contribute to the retirement system while on leave, according to the provisions of the MCPS Retirement System. For unit members on FMLA leave, MCPS will maintain the employee's benefits under the conditions coverage would have been provided if the employee had continued working.

3. Tenure Status

- a. A unit member who is on tenure at the time they are granted leave because of personal illness or illness in their immediate family shall remain on tenure.
- b. A unit member who has been recommended for tenure at the time leave is granted shall go on tenure at the time they return from leave and is reassigned.
- c. A unit member who has a Regular Contract but is not on tenure, by entering into a written contractual agreement before being granted leave, shall waive their rights to have this period of leave considered as probationary toward tenure. On returning from leave, the unit member shall retain the same probationary status as that held at the time this leave was granted.

E. Workers' Compensation Leave

- 1. A unit member who is physically unable to report for duty as a result of an injury in the line of duty may be placed on workers' compensation leave at full salary by the superintendent, provided the unit member seeks medical treatment with respect to the injury from a physician who is among a list of comprehensive, preferred providers approved by the Board of Education. MCEA shall have representation on the selection committee that recommends the list of preferred providers to the Board.
- 2. If the unit member elects to be treated by a physician who is not among the list of preferred providers, the unit member will be entitled to receive the benefit mandated

by the Workers' Compensation Law of Maryland, but will not be entitled to the benefits in this section. A unit member receiving workers' compensation benefits but not receiving workers' compensation leave may use their accrued sick leave and must submit to the Board all monies received through the Workers' Compensation Law of Maryland, or resulting from a legal liability of a person other than the unit member.

3. The unit member, or their representative, must file an injury report with the Employee and Retiree Service Center within 48 hours of the injury. The unit member shall also file a leave request for leave for workers' compensation accompanied by a participating doctor's report stating they are unable to carry out the duties of their assignment due to this injury.
4. For purposes of this section, full salary is defined as net biweekly pay after withholding of federal, state, and FICA taxes.
5. Workers' compensation leave is approved by ERSC and is contingent upon the claim for workers' compensation being approved by the MCPS Workers' Compensation claims administrator. If the leave is not approved by the MCPS Workers' Compensation claims administrator, the employee will be required to repay MCPS all monies received. This payment can be in the form of annual leave, sick leave, or lump sum payment. Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation. All monies payable to the unit member through the Workers' Compensation Law of the State of Maryland, or resulting from a legal liability of a person other than the unit member must, under the right of subrogation, be transmitted to the Board by the unit member.
6. It is the responsibility of the disabled unit member to check with their physician and to inform their principal or other appropriate official monthly of the approximate date they can return to their regular assignment.
7. A unit member may be carried on full workers' compensation leave for up to one year after the disability accident. At that time, the superintendent will determine whether the unit member is able to return to their regular assignment, be given an alternative work assignment, be placed on sick leave, or be placed on disability retirement. An alternate work assignment terminates workers' compensation leave.

F. Annual Leave

Annual leave is paid leave that is granted to each 12-month unit member.

1. **Eligibility for Annual Leave**—The provisions of annual leave shall apply only to those unit members whose assigned responsibility is of 12 months' duration. Unit members under contract for 10-months and

employed for 1 or 2 additional months of duty shall not be eligible for annual leave.

2. **Method of Computing Annual Leave**—All 12-month personnel shall earn annual leave as follows:
 - 0–3 years of MCPS service — 15 days
 - 4–15 years of MCPS service — 20 days
 - 16+ years of MCPS service — 26 days
3. **Time for Use of Annual Leave**—Unit members will take their annual leave at times when such leave will not adversely affect the ongoing instructional/operational program. The administrator/supervisor will collaborate with affected employees to determine suggested time periods when leave usage would adversely affect the ongoing instructional/operational program. Reasonable opportunity for use of annual leave must be allowed.
4. **Accumulation of Annual Leave**
 - a. For any one year, a 12-month unit member may carry forward up to, but not exceeding, 35 days of annual leave earned from the previous year.
 - b. The maximum number of days of annual leave available at any one time will be the balance brought forward up to a maximum of 35 days, plus the amount to be earned for the current school year.
 - c. Each year, annual leave that is not used or forwarded shall be automatically transferred to a unit member's accumulated sick leave.
 - d. Each June unit members with at least five (5) years of experience with MCPS, who have accumulated at least 280 hours of annual leave, will be permitted to "cash out" up to four (4) days of such annual leave and deposit the monetary value of the leave in an available 403(b) plan of the employee's choice. All annual leave so deposited must be matched by the unit member's payroll deduction of at least an equal amount of salary in the same fiscal year to a qualifying 403(b) and/or 457(b) plan.
5. **Disposition of Accumulated Annual Leave at Termination of Service**—All annual leave should be used before the effective date of employment termination, or a lump sum settlement shall be made at the current salary rate, but not to exceed a maximum of 30 days.
6. **Indebtedness for Advanced Annual Leave at Termination of Service**—Any indebtedness for advanced annual leave by a unit member upon termination of service shall be resolved as follows:
 - a. The amount due shall be deducted from the unit member's earned salary.
 - b. Terminating unit members who are not due to receive earned salary shall be billed for the amount of indebtedness.
 - c. Upon the request of the unit member, MCPS will work with the member to set up a payment plan.

During all payment plan discussions, the member will be entitled to union Representation.

7. Use of Annual Leave in Conjunction with Maternity Leave and Adoption Leave (see Section I).

G. Holiday Leave

Holiday leave is granted to all unit members for official holidays, which shall be designated each year in the school calendar. A unit member on authorized paid leave for a period including an official holiday shall be considered on holiday leave for that day.

H. Professional Leave

Professional leave may be granted to a unit member by the superintendent for such purposes as outlined below:

1. Leave for Academic Study

Upon written application, leave for academic study for a period not to exceed one full school year may be granted by the Leave Administration team of the Employee and Retiree Service Center. An outline of a planned program must be submitted with the application for leave no later than April 1 of the year prior to the leave. In addition, the unit member shall furnish such reports of progress and/or completion of the approved program as are requested by the superintendent.

- a. **Standard**—The number of unit members to be granted academic leave in any fiscal year will not exceed 1 percent of the total number of professional employees.
- b. **Eligibility**—Tenured unit members become eligible to apply for academic leave after they have at least seven full years of MCPS service, uninterrupted by any other leave of a semester duration or more.
- c. **Salary Allowance**—Unit members granted academic leave shall receive one-half their regular salary during the specific period of leave, if they agree to return to MCPS for a two-year period immediately following the period of leave, and 60 percent of salary if they agree to return to MCPS for a period of three years immediately following the period of leave. This salary shall be paid at the beginning of each semester.
- d. **Benefits**
 - 1) A unit member on academic leave shall, for all purposes, be viewed as a full-time employee. The unit member's rights and privileges, length of service, and the right to receive salary increments as provided by the policies of the Board of Education will be the same as if the unit member had remained in the position from which they took leave. Annual and sick leave may not be used or earned while on academic leave.

2) During the period of academic leave, the unit member's contributions to the MCPS Retirement System shall be made jointly by the individual and the Board of Education. The unit member shall pay an amount proportionate to the amount of salary received and the Board of Education shall pay the balance for contribution at the full salary.

3) Unit members shall retain membership in the Employee Benefit Plan, for which deductions shall be made for the period of leave, and the Board shall continue to make its contributions thereto.

e. **Contractual Agreement**—A unit member accepting academic leave shall enter into a separate, written contract whereby they agree to return to service in Montgomery County Public Schools for a two-year or three-year period immediately following the leave of absence. If the unit member fails to return and remain for the specified time, they shall refund any monies paid to them or on their behalf by the Board of Education. Notice of intent to return from academic leave must be submitted to the Leave Administration team in the Employee and Retiree Service Center by April 1 of the year preceding the return.

f. **Change of Status Due to Inability to Complete Program**—If the unit member cannot complete the planned program for which academic leave was granted, it is their responsibility to notify the Leave Administration team in the Employee and Retiree Service Center. The leave may then be rescinded by the Board of Education, and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements satisfactory to the Board of Education for payment of any monies paid to them or on their behalf for which they may be liable as a result of the change in leave status. Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.

g. Tenure on Return From Leave

- 1) A unit member who is on tenure at the time academic leave is granted shall continue to be on tenure.
- 2) A unit member who has been recommended for tenure at the time academic leave is granted, shall go on tenure at the time they resume service with Montgomery County Public Schools.
- 3) A unit member who has a Regular Contract but is not on tenure shall waive their rights to consider this year of leave as a probationary

year toward tenure by entering into a separate, written contractual agreement. After their return, they shall complete the time required to establish tenure.

2. Leave for Professional Improvement (Extended Periods Such as a Semester or School Year)

Leave of absence, without pay, for study or other professional improvement may be granted to eligible unit members by the Employee and Retiree Service Center for a period not to exceed one year, with an option to renew for a second and/or third year. The unit member must submit an outline of a planned program with their application for such leave. Notification of intent to return from professional leave or request renewal for a second or third year must be submitted to the Employee and Retiree Service Center by April 1 of the year preceding the return or renewal. Applications are due by April 1 of the year preceding the requested leave. In circumstances when a unit member is granted an opportunity after the April 1 date, an application may be considered until July 15.

a. After Three Years of MCPS Service

1) **Eligibility**—Unit members shall be eligible for a leave of absence for professional improvement after three years of MCPS service uninterrupted by leave to study.

2) Benefits

- i. During the unit member's period of leave, their contributions to the Employee Benefit Plan shall be paid by the Board of Education.
- ii. During the unit member's period of leave, their contributions to the MCPS Retirement System shall be paid by the Board of Education.
- iii. Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted including the second or the third year.
- iv. Benefits are paid for the first year only, in the event the unit member requests a second or third year of leave.

3. Contractual Agreement—A unit member, who is granted leave for improvement, shall enter into a written contract by which they agree to return to service in Montgomery County Public Schools for at least a one-year period immediately following the termination of the leave. If the unit member fails to return and remains in service for at least one year, they shall refund any monies paid to them or on their behalf by the Board of Education. Upon the request of the unit member, MCPS will work with the member

to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.

4. Change of Status Due to Inability to Complete Program

—If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is their responsibility to notify the Leave Administration team in the Employee and Retiree Service Center. The leave then may be rescinded and the unit member placed on the appropriate leave status, reassigned, or terminated. Any monies paid by the Board to them or on their behalf for which they are liable as a result of the change in leave status will be refunded to the Board of Education.

5. Tenure Status on Return From Leave

- a. A unit member who is on tenure at the time leave for improvement is granted shall continue to be on tenure at the time they resume service.
- b. A unit member who has been recommended for tenure at the time leave for improvement is granted, shall go on tenure at the time they resume service with the Montgomery County Public Schools.
- c. A unit member who has a Regular Contract but is not on tenure shall waive their rights to consider this year of leave as a probationary year toward tenure by entering into a separate, written contractual agreement. After their return, they shall complete the time required to establish tenure.

d. After One Year of MCPS Service

1. **Eligibility**—Unit members shall be eligible for a leave of absence for professional improvement after one year of MCPS service.
2. **Benefits**—Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.

3. Change of Status Due to Inability to Complete Program

—If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is their responsibility to notify the Leave Administration Team in the Employee and Retiree Service Center. The leave then may be rescinded and the unit member placed on the appropriate leave status, reassigned, or terminated.

6. Tenure Status on Return from Leave

- a. A unit member who is on tenure at the time leave for improvement is granted shall continue to be on tenure.
- b. A unit member who has been recommended for tenure at the time leave for improvement has been

granted, shall go on tenure at the time they resume service with the Montgomery County Public Schools.

- c. A unit member who has a Regular Contract but is not on tenure shall waive their rights to consider this year of leave as a probationary year toward tenure by entering into a written contractual agreement.

7. Leave for Summer School

- a. A unit member must give evidence in writing that leave is required for summer school attendance prior to the closing of school or at the beginning of the fall semester. Request for leave for summer school shall be made in advance and approved by the Leave Administration team in the Employee and Retiree Service Center. Endorsement from the immediate supervisor shall be a factor in the determination of eligibility.

Leave with pay may be granted as follows:

Leave without loss of pay may be granted to attend summer school prior to the closing of school or at the beginning of the fall semester. Such leave may be granted if the needs of the individual unit member clearly indicate that attendance at the specific summer school session requested is the most appropriate way to improve the unit member and the school system, and that no hardship to students or the school system will result if such leave is approved.

- b. A unit member who is granted leave must submit grade slips and/or transcripts to the appropriate official at the conclusion of the summer school. The principal, or immediate supervisor, will forward them to the Office of Human Resources and Development.

8. Leave to Attend Professional Meetings

Upon written application in advance, the appropriate supervisor may grant a unit member leave to attend professional meetings (e.g., conventions, conferences, or committees) as participant or observer, without loss of salary.

9. Leave for Exchange or Overseas Teaching

Upon written application in advance, the Employee and Retiree Service Center may grant a leave of absence, not to exceed one year, with an option to request a second year, for exchange teaching or for teaching in an overseas area. Such application must be made by April 1 for leave to commence the following school year. To be eligible, a unit member shall be on tenure and hold a standard or advanced professional certificate valid for the period of leave at the time leave is granted. Credit on the appropriate salary schedule for one year of successful experience shall be granted upon verification of completion of one year of satisfactory exchange or overseas

teaching. Notification of intent to return from leave or request renewal for a second year must be submitted to the Employee and Retiree Service Center by April 1 of the year preceding the return or renewal.

10. Leave for Teaching in a Teacher Training College or University

Leave up to two full school years may be granted by the Leave Administration team in the Employee and Retiree Service Center to a unit member, for the purpose of teaching in a teacher training college or university. Such leave requests must be requested by April 1 for leave to commence the following school year. Notification of intent to return from leave or request renewal for a second year must be submitted to the Employee and Retiree Service Center by April 1 of the year preceding the return or renewal.

- a. **Eligibility**—To be eligible, a unit member shall be on tenure and hold a standard or advanced professional certificate, valid at the time leave is granted for the period of leave.

- b. **Benefits**—The unit member's length of service and the right to receive salary increments shall be the same as if they have remained in the position they held when leave was granted. Sick or annual leave can be neither used nor earned.

- c. **Change of Status During Period of Leave**—If the unit member on leave for teaching in a teacher training college or university cannot complete the program for which leave was granted, it is their responsibility to notify the Employee and Retiree Service Center. The leave then may be rescinded and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements to reimburse the Board any monies paid to them or on their behalf. Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.

- d. **Tenure Status on Return From Leave**—A unit member who is on tenure at the time leave for teaching in a teacher training college or university is granted shall continue in the tenure status they held at the time leave was granted.

I. Child-Care/Adoption and Long-Term Family Leave

1. General Provisions

- a. A unit member is eligible for a combined maximum of three years leave for any given family member under either of these leaves, or in combination. For both types of leave, the unit member must identify the family member for which the leave is being taken. No more than four consecutive years of leave may be taken for birth/adoption of two or

more children. At least one full academic year must be worked between periods of child-care leave.

- b. During both such leaves, the unit member may not be employed full time elsewhere or contracted as a teacher in a public or private school during the period of the leave, except as an intermittent substitute teacher or similar non-full-time, short-term employment.

2. Child Care/Adoption Leave

- a. The Board agrees to provide two days of paid child birth leave for hospital stay to an employee giving birth to a child during the employee's work year. This leave will not be charged against the employee's accumulated sick leave.
- b. Any unit member who will become an adoptive parent or who wishes leave for the purpose of caring for a child up through the age of 5 years old, may be granted an unpaid leave of absence of up to one full school year, with two additional renewals for one school year each. In accordance with the FMLA, the initial period of up to 12 weeks shall be treated as FMLA leave for the purpose of caring for their child, placement for adoption, or foster care.
- c. Unit members who are eligible for annual leave will be allowed to use any available leave in their accounts after approval by the principal or appropriate official.
- d. A unit member who has available sick leave may use up to 10 weeks for the birth or adoption of their child. Such leave shall be contiguous to the birth or adoption or contiguous to such leave by the other parent. Unit members may elect not to use their available sick leave.
- e. As soon as it has been determined that a unit member wishes to use child-care/adoption leave, including FMLA, a unit member must notify the principal and the Employee and Retiree Service Center in writing at least 30 duty days in advance.
- f. Unit members whose child-care leave begins on or after April 1 for the remainder of the school year will be considered on short-term leave. Upon extension of that leave, the first full year will count as year one of child-care leave. Extensions (renewals) to the original leave must be received by the Employee and Retiree Service Center no later than June 15.
- g. Unit members whose leave begins prior to April 1 will be considered long term and the leave will be counted as the first full year. Extensions (renewals) to the original leave must be received by the Employee and Retiree Service Center no later than April 1. Upon extension of that leave, the unit member will be in year two of a potential three-year leave.

- h. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the employee benefit plan will be payable monthly to the Board of Education, in accordance with MCPS procedures. For those unit members on FMLA leave, for the duration of the FMLA leave MCPS will maintain the employee's benefits under the conditions coverage would have been provided if the employee had continued working. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS; or the total of such contributions, plus interest, may be paid at the time of return from leave, in accordance with MCPS procedures.
- i. In order to return from child-care/adoption leave, the unit member shall submit a request in writing to the Employee and Retiree Service Center by April 1 of the year of the long-term leave. If a unit member is offered an assignment for which they are qualified and the assignment is refused, the unit member will have to resign or be recommended for dismissal. A unit member returning from FMLA leave will be reassigned to their original position, or to an equivalent position, if the original position no longer exists.
- j. A unit member who returns from a child-care leave of less than three consecutive years shall be eligible for no more than one additional period of child-care leave which begins during a school year for the child-care of the child for whom the original leave was taken.

3. Long-term Family Leave

- a. Any unit member wishing to take long-term family leave to care for a dependent member of the immediate family over the age of five, may be granted an unpaid leave of absence up to one full school year, with two additional renewals for one school year each.
- b. Unit members who are eligible for annual leave will be allowed to use any earned leave in their accounts, after approval by the principal or appropriate official.
- c. All applications for Long-term Family Leave must be in the Employee and Retiree Service Center by July 15 of the year immediately prior to the leave.
- d. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the employee benefit plan will be payable monthly to the Board of Education, in accordance with MCPS procedures. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits.

- e. In order to return from Long-term Family Leave, the unit member shall submit a request in writing to the Employee and Retiree Service Center by April 1 of the year of the long-term leave. If a unit member is offered an assignment for which they are qualified and the assignment is refused, the unit member will have to resign or be terminated.
- f. Long-term Family Leave does not qualify for employer payment of medical benefits under the *Family and Medical Leave Act* (see sick leave and unpaid leave for illness in the immediate family). Nor is it eligible for pension/retirement buy-back under the rules of the state retirement system. Except as noted herein, provisions for Long-Term Family Leave remain the same as for child-care leave.

J. Military Leave (Title 13 of the Public Safety Article, Section 13-707)

1. Military Leave of Absence

- a. **Approval**—A unit member entering military service may, upon written application and with the approval of the superintendent, be granted leave of absence without pay for one period of service and in accordance with the state regulations referred to above. A copy of the military orders must accompany the request for leave. This leave applies to individuals who are drafted or who volunteer for service for one period of enlistment.
- b. **Return From Military Leave**—A unit member granted military leave of absence shall retain the right to be placed in the same or similar position upon return from leave, subject to the following:
 - 1) The employee has completed any required period of probation prior to entering the armed forces and their separation from the armed forces was under conditions other than a dishonorable discharge.
 - 2) They makes application within 90 days from the date of their separation from the armed forces in case they have involuntarily entered, or within 90 days after the termination of their first period of enlistment in case they have voluntarily entered for reinstatement by the Board of Education.
 - 3) They make an application for reinstatement within 90 days from the date of separation from such service or within 90 days after discharge from a hospital, provided such hospitalization is directly connected with, related to, and immediately follows their separation from the armed forces, and the period of hospitalization does not extend beyond a year from the date of such separation.

Any employee qualifying for reinstatement under this provision shall be entitled to start at the salary and rate of earnings for leave that

they would have received if they had remained continuously in the Board of Education's service.

If they are not qualified to perform the duties of their prior position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the employ of the Board of Education, they shall be reemployed in such comparable position, the duties of which they are qualified to perform, as will provide them like seniority, status, and pay rate, or the nearest approximation thereof, consistent with the circumstances of their case.

- c. **Retirement**—The unit member, upon reinstatement, shall submit to the MCPS Retirement System an official verification of the length of military service.

2. Military Leave for Training Purposes (COMAR 13A.07.02.03)

- a. **Eligibility**—A unit member who is a member of the National Guard or of the U. S. Armed Forces Reserves and who is required by the laws of the United States or of Maryland to report for a training period, shall be eligible for a grant of military leave for training purposes, not to exceed 15 calendar days per school year.
- b. **Application Procedure**—Application for military leave for training purposes shall be made in advance, immediately upon receipt from the appropriate military authorities of official notice to report. A copy of the official orders must accompany the application for leave, which must be approved by the appropriate official and the superintendent. When possible, military leave for unit members with less than 12 months of responsibility shall be arranged during nonduty periods. The superintendent may request a change in military orders when it seems to be in the best interest of the school system.
- c. **Pay Status During Leave**—All unit members who are members of the organized militia or of the Army, Navy, Air Force, or Marine Corps Reserves shall be entitled to leave of absence without loss of pay on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of Maryland or of the United States, during such time as they are on inactive duty training, for not more than 15 days annually; provided, however, if any members of the organized militia are ordered to active duty under authority of the governor, they shall be entitled to leave of absence without loss of pay for such time they actually serve under such active duty orders, in addition to the 15-day period specified above.

3. Salary and Leave Benefits for Conscientious Objectors

- a. There are two classes of conscientious objectors:
 - 1) Class 1-0 who does not enter the military service but fulfills their selective service obligation by

working for 24 months in an institution approved by the state in which they reside, and who is not entitled to veterans' benefits, and

2) Class 1-A-0 who enters the armed services but does not bear arms, is subjected to the same hazards as the regular serviceperson, and, upon discharge, is entitled to all veterans' benefits.

- b. Unit members who are conscientious objectors and who are Class 1-0 shall not be given credit on the salary schedule for this type of service at the time of employment.
- c. A unit member who is Class I-0, who is drafted and enters this type of program shall be given Leave for Unusual and Imperative Reason, and, upon release from their obligation, shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time their leave began. Unit members who are conscientious objectors and who are Class 1-A-0 shall be entitled to all provisions of the salary plan and military leave policies.

K. Leave for Family Bereavement

A unit member shall be allowed a maximum of five days of absence without loss of salary upon the death of a child, parent (natural, foster, step, or in-law), brother, sister, husband, wife, or of anyone who has lived regularly in their household. A unit member shall be allowed a maximum of two duty days of absence without loss of salary upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, spouse's grandparent, or an individual for whom the unit member held durable medical or personal representative power of attorney at the time of death. In the event of unusual travel or personal obligations in connection with the use of bereavement leave, additional leave days may be granted by the Leave Administration team in the Employee and Retiree Service Center. With approval from the Leave Administration team, one or more of the allowed days may be used at a time that is not immediately proximate to the date of death for a burial or memorial service that occurs at a later date. Leave for family bereavement is not available for business purposes such as estate management or will review.

L. Leave for Political Activity

Leaves of absence for political activity without salary, including candidacy for political office or holding public office, shall be arranged with the following rules:

1. Unit members engaging in political activity shall make it clear that their utterances and actions are theirs as individuals.
2. Leave of absence shall be requested in writing.
3. Leave of absence for campaigning and holding office may be arranged for a definite period. If the candidate is not elected, they shall be returned to their position immediately.

4. Leave may include voter registration, election-day duties, or other political responsibilities.

M. Leave for Juror or Witness Service

Upon approval of the Employee and Retiree Service Center, a unit member who is subpoenaed as a witness in a civil or criminal case, or is called and serves on a jury, shall be granted paid leave for that period of time they are unable to report to work, provided the unit member is not a party to the civil or criminal case, except as a defendant in an action regarding their authorized MCPS duties. In the event the employee is a relative or business associate of a party to the case, an ERSC designee will review the circumstances and determine the appropriateness of civil leave. Application for leave must be made in advance and submitted with a copy of the subpoena. The unit member shall transmit any monies received from such assignment other than those used for personal expense (e.g., travel) to the Board of Education.

N. Compensatory Leave

Unit members shall not earn or be granted compensatory leave.

O. Leave for Emergency Closing of Schools and/or Central Office

When all schools are closed because of inclement weather or other emergency reasons, all unit members on salary grades A–D are automatically granted emergency leave. In school years when there are more emergency days lost than permitted by the school calendar, those excess days must be made up at times specified by the superintendent. Ten-month school psychologists housed in school-based offices may request to use the teleworking option on days when schools are closed due to emergency situations, consistent with expectations for teleworking. This request may be made in anticipation of an emergency closing. When an individual school is closed because of local emergency conditions, individual unit members in the school may be required to work if they are needed—

- to supervise and/or provide for the safety of the students, or
- to prepare for continuation of the instructional program when there has been damage to instructional environment in classrooms, or
- to relocate and/or continue the instructional program at an alternate site, or
- to prepare for testing or other date-specific activities that necessitate the unit member's presence in the building.

Otherwise, unit members will be granted emergency leave and they will be expected to complete their other professional duties.

Unit members will not be asked to remain in a work location that poses a serious health or safety risk.

12-Month Unit Members

During emergency school closings when administrative offices are open, 12-month unit members may choose one of the following options:

- Report to work as scheduled.
- Request the opportunity to flex the arrival/departure time based on the stated circumstances.
- Take personal or annual leave without prior approval.
- Request permission to use unscheduled telework with pay if the unit member has appropriate resources and technology to complete sufficient and appropriate work that can be done at an alternative site. The request to use such teleworking shall be made to the appropriate supervisor at least one hour prior to the scheduled time to report. Such requests shall be favorably considered unless the supervisor has a reasonable basis for doing otherwise. The supervisor may request a summary of the work completed. A supervisor may deny such teleworking based on evidence of misuse by the unit member or to meet identified school system needs. Examples of situations where teleworking may apply include, but are not limited to, the following:
 - when weather conditions prohibit a unit member from traveling from their home to the work site
 - when the work site is inaccessible
 - when the work site is without electricity, heat, water, or is experiencing other facility emergencies.

P. Leave for Unusual or Imperative Reasons

Unit members may be granted leave by the superintendent for unusual or imperative reasons at no loss of pay, at loss of full pay, or at loss of substitute pay, when no other leave is applicable. Approval must be secured before the absence occurs.

Q. Short-term Personal Leave

1. All unit members may be granted up to three days per year for personal leave. A written request for the intended absence shall be submitted to the principal or appropriate official at least one day prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Personal leave, if granted, must be used only to conduct personal business of a nature that cannot be scheduled on any nonduty day. Personal leave will be granted unless the immediate supervisor determines that adequate provisions for continuing the school program are insufficient. Favorable consideration will be given for advance notice and a confirmed substitute, provided an inordinate number of requests have not been submitted for the same date or testing requirements necessitate the presence of certificated staff. In cases of emergency, the appropriate school official shall be notified prior to the start of the duty day to be taken off.

2. The rules regarding personal leave shall be as follows:
 - a. Requests for personal leave shall be made in writing.
 - b. Leave immediately before or after a holiday, vacation, or professional development day may be requested for reason from the school principal or appropriate official. It shall be the responsibility of the supervisor/administrator and the unit member to ensure continuity of the instructional program.
 - c. Up to two personal leave days may be carried over from year to year, i.e., personal leave may accrue to a maximum of five days. The remainder of unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

R. Long-term Unpaid Personal Leave

1. **Eligibility**—Unit members who have been employed continuously for five full years are eligible to apply for long-term unpaid personal leave. Such leave is available only for one full school year and may not be taken in increments. Long-term personal leave is available for unit members to explore other (alternative) careers, pursue individual interests, travel, or other personal options.
2. **Application**—Unit members must apply for long-term personal leave by April 1 in the school year prior to the commencement of the leave.
3. **Restriction**—Unit members taking long-term personal leave may not be contracted to work for public or private schools during the period of the leave, except as an intermittent substitute teacher or similar non-full-time short-term employment.
4. **Benefits**—The unit member's length of service and the right to receive salary increments shall be bridged to pick up where they were when leave was granted. Sick or annual leave can be neither used nor earned. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on long-term leave without pay.
5. **Return from Leave**—Unit members must declare intent to return from leave by April 1 of the leave year. This type of leave may not be renewed.

S. Reimbursable Salary Leave

Reimbursable Salary Leave shall provide a teacher an opportunity to be "loaned" to a university, government agency or other similar partner for a period of one year with an option to renew for one or two years with the following conditions: a) the leave is for one full school year and may not be taken in increments; b) the unit member retains full employment status and earns salary/ retirement credit; c) the unit member must be in good standing at the time of the leave request; d) the unit member must have been employed continuously for five years; e) all applications for this leave must be in the Employee and Retiree Service Center by April 1 of the year prior to the leave; f) the unit member must

agree to a contract that requires return to teaching in the school system for a minimum of two years immediately following the end of the leave.

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ARTICLE MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or State Board bylaw, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect. Nothing in this Agreement is intended to deny or abrogate any of the powers or responsibilities of the Board of Education and the superintendent that have been assigned to them by any Maryland law or regulation of the State Board of Education.
- B. The Board will amend its written policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.
- C. Any article in this Agreement that is dependent for its fulfillment upon public funds shall be subject to and contingent upon funding by the County Council of Montgomery County or on subsequent renegotiation, as described elsewhere in this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matters, 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.
- E. The terms of this Agreement shall not be construed in such a way as to prohibit the Board of Education from providing a racially or sexually balanced staff in each building or program or for the purpose of implementing an affirmative action program.

33 ARTICLE DURATION

- A. This Agreement shall be for the period beginning February 23, 2021, and ending June 30, 2022.
- B. The parties agree to limited negotiations related to Article 20, Salaries and Supplements, and one additional Article selected by each party, during the FY21 of the results of which will apply to the second year of this agreement. The reopener shall commence on February 1, 2021 and shall be addressed in an expedited fashion.

For the Board:

For the Association:

Sherwin A. Collette
Associate Superintendent

Heather Carroll-Fisher
Executive Director

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this day of February, 2021.

MONTGOMERY COUNTY
BOARD OF EDUCATION

MONTGOMERY COUNTY
EDUCATION ASSOCIATION

Brenda Wolff
President

Chris Lloyd
President

MONTGOMERY COUNTY PUBLIC SCHOOLS

Jack Smith
Superintendent of Schools

Substitute Teachers' CONTRACT

AGREEMENT BETWEEN
Montgomery County Education Association

AND

Board of Education of Montgomery County
ROCKVILLE, MARYLAND

FOR THE

SCHOOL YEARS 2021–2022

PREAMBLE

Pursuant to the passage of Negotiations Law, Sections 6-401(c), 6-407(b), and 6-408(b) of the Education Article of the Annotated Code of Maryland as amended, the Montgomery County Education Association (MCEA) has been recognized by the Board of Education of Montgomery County as the exclusive representative for certificated and noncertificated substitute teachers employed by the Board of Education, such substitute teachers to be included in an existing unit, previously consisting of all certificated professional employees of the Montgomery County school system. Members of the negotiators' group and temporary employees are excluded from any unit. The parties, therefore, agree that pursuant to the above law, their entire understandings are reflected in this Substitute Teachers' Contract.

ARTICLE 1 RECOGNITION

The Recognition Article in the Basic Agreement shall apply and shall also be deemed to cover all noncertificated and certificated substitute teacher employees of the Montgomery County school system with regard to all matters relating to salary, wages, hours, and other working conditions.

ARTICLE 2 DEFINITIONS

This list of definitional terms contained in the Basic Agreement shall apply except as modified by the following:

1. **Unit**—The body of certificated permanent and conditional professional employees and certificated and noncertificated substitute teachers employed by the Board.
2. **Negotiations Law**—Sections 6-401(c), 6-407(b), and 6-408(b) of the Education Article of the Annotated Code of Maryland.
3. **Long-term Substitute Position**—A long-term substitute unit member is a substitute teacher who works a minimum of 11 consecutive workdays in the same assignment for a regular classroom teacher who is on leave or a substitute teacher who fills a vacancy for a minimum of 11 consecutive workdays in the same assignment. Any break in service will end the long-term status except that a substitute unit member may be absent as specified in Article 8 of these Substitute Articles.
4. **Retrospective Long-Term Pay**—Once a substitute has achieved long-term status in an assignment, the employee shall be entitled to be paid retroactively the difference between the short-term rate and the long-term rate.
5. **Short-term Substitute Position**—A short-term substitute unit member is anyone who works less than 11 consecutive workdays in the same assignment on a day-to-day basis.

ARTICLE 3 COLLABORATION

- A. The Board of Education and MCEA substitute teachers will establish a committee of joint collaboration that will be a forum to identify and problem solve concerns related to MCPS substitute teachers in a timely manner. The committee will promote collaboration between substitute teachers and the Board in developing, implementing, and evaluating solutions for continuous improvement for substitute teachers.

- B. Utilizing the collaboration process, this committee will meet at least bimonthly to address issues brought forward by the members, including issues related to this Agreement. The committee will comprise of five members: two substitute teachers, one MCEA staff, and two MCPS representatives. The committee will be cochaired by a substitute teacher and an MCPS representative.

ARTICLE 4

PROFESSIONAL DEVELOPMENT

- A. The Board agrees that substitute teachers may participate in in-service courses. Substitute training outside of identified paid training will not be compensated.
- B. Substitute teachers will be offered an annual training day (seven hours) or two half-days (seven hours total) each year with full short-term pay. An employee enrolled by April 1 of the previous year must have worked at least 15 days (105 hours) the previous year to receive compensation. Substitutes hired after April 1 of the previous year will be eligible to participate with compensation.
- C. Time for required training will be made available during a regularly assigned and compensated workday. If this is not possible in order to meet required deadlines, then substitute teachers will be compensated for the necessary time at the short-term hourly rate. Online training that cannot be completed during scheduled work time will be compensated for the number of minutes designated for the module.

ARTICLE 5

SCHEDULES AND WORK LOAD

- A. Each substitute unit member will perform all the duties and have all the responsibilities during the normal workday of the school-based unit member for whom they are substituting or the duties and responsibilities necessary to fill the vacant position, as determined by the principal. Secondary school substitutes will not be required to teach more than six classes in a given day, unless compensated in accordance with Article 7, Section H, of this Substitute Teacher Contract. For a school-based position held by other than a unit member who teaches regularly in a classroom, no substitute unit member shall report for work without prior written authorization from the community superintendent to the principal or designee in each event.
- B. Each substitute unit member shall work the same number of normal hours worked by the unit member who is on leave or the scheduled number of hours for the vacant position, except that in no case will a substitute unit member in a short-term assignment be

required to work beyond the contractual seven-hour day unless additional hourly pay is authorized. Starting and dismissal times shall be assigned by the principal.

- C. All substitute unit members shall receive an informational packet relevant to the operation of the specific school to which they have been assigned. This packet will be returned by the substitute unit member when the assignment terminates. In addition, schools will prepare a brief document for substitutes that simply spells out the Positive, Safe and Orderly Climate Policy, has a map of the school, and other important school operations that might affect them.
- D. A long-term substitute unit member will be granted emergency leave when schools are closed because of inclement weather or other emergency reasons.
- E. In the event that MCPS fails to communicate that schools will be canceled, or reverses a previous decision in favor of closing school and a substitute educator who arrives at the required delayed time on a day when there is a delayed opening shall be paid for the entire workday of the educator whom they are substituting. Substitutes shall be paid for the entire time that they have been engaged, even in the event of an early closing or due to an emergency.

ARTICLE 6

WORKING CONDITIONS; DUE PROCESS

- A. **Facilities**
In order to permit freedom of access during a substitute assignment, a substitute will, as needed for their work, be provided access to the classroom, lounge, teachers' workrooms, restrooms, and through interior hallway gates.
- B. **Due Process**
No substitute teacher will be disciplined without proper cause. Discipline shall be defined as including reprimand and warning notices and removal from a sub list. A principal shall inform the substitute teacher promptly when the substitute teacher is being removed from the school's list. The substitute shall be informed of the reason(s) and will have an opportunity to provide countervailing information. (See Article 12 of the MCEA/BOE Contract.)

ARTICLE 7 SALARIES

A. The daily rates of pay for substitute teachers are:

	Effective May 3, 2021		
	Certificated	Noncertificated	Associate
Short-term	\$137.74	\$130.16	\$130.16
Long-term	\$196.18	\$185.75	\$185.75
Long-term >45 days in single assignment	\$215.81	\$204.33	\$204.33

- B. A substitute who is employed to replace a unit member who is a less than full-time unit member shall be paid the same percentage of the rate of pay for a short-term substitute teacher. A short-term substitute will receive a minimum of one-half of the short-term substitute rate of pay when the unit member substitutes for a teacher whose regular schedule is full time.
- C. A substitute who is employed to replace a unit member who is a less than full-time unit member shall be paid the same percentage of the rate of pay for a long-term substitute teacher. Once a substitute has achieved long-term status in an assignment, they shall be entitled to be paid the long-term rate, beginning with the first day of the assignment. If a long-term substitute teacher has a break in service that exceeds the contractual limits and returns to substitute for the same teacher, the rate of pay will revert to the short-term rate of pay.
- D. Long-term substitutes, having worked 45 days in the same assignment, shall be paid 10 percent higher than the regular long-term rate for the remainder of the assignment.
- E. Each substitute teacher will be paid on the payday two weeks following the end of the pay period. Substitutes will have direct deposit of their paychecks. Substitute paychecks shall include the dates, school names, and hours worked for that pay period.
- F. If two short-term substitute teachers arrive at school for the same regular classroom teacher, the substitute with the job number assigned by the Central Substitute Assignment System will perform the absent educator's duties. The substitute who is not assigned to the absent classroom teacher's duties may decide not to work and, therefore, will receive no wages.
- G. Substitute teachers shall be eligible for participation in the Outdoor Education program, if selected by the principal.
- H. Substitutes in secondary schools will be compensated at the "Class Coverage Rate" (see Article 21, Section I) for each period that they are called upon to provide emergency class coverage during their scheduled planning time. Volunteers will be called upon first.
- I. Any substitute teacher who works a minimum of 45 days (315 hours) during a semester shall receive a bonus of \$450 at the conclusion of the semester. Any substitute teacher who works a minimum of 25 days (175 hours) during a

semester shall receive a bonus of \$250 at the conclusion of the semester. These bonuses shall not be additive.

- J. Priority consideration will be given to qualified substitutes applying for A-D Salary Schedule jobs.

ARTICLE 8 AUTHORIZED ABSENCES

- A. All substitutes will accrue leave based upon all applicable laws including but not limited to Federal law, COMAR, the Maryland Healthy Working Families Act, and the Montgomery County Sick and Safe Leave Law.
- B. A long-term substitute may be absent without pay and without interruption of the long-term status for the following reasons:
 1. A long-term substitute teacher may be absent up to two consecutive duty days for illness. Beginning with the third month of continuous service in the same assignment, long-term substitute teachers working full-time shall accrue paid leave for personal illness, at the rate of one day per month, or at the rate mandated by applicable law, whichever is greater, for use during the current and subsequent long-term assignments. Regular part-time, long-term substitutes shall accrue leave for personal illness in proportion to the assignment. Leave shall accumulate as long as the substitute remains in the same long-term assignment. A certificate by a physician confirming the necessity for the substitute's absence due to illness, injury, or quarantine may be requested. Use of approved, accrued leave for a long-term substitute will not be considered a break in service
 2. A maximum of four days of absence upon the death of a child, parent (natural, foster, step, or in-law), brother, sister, husband, wife, or anyone who has lived regularly in their household.
 3. A maximum of two days of absence upon the death of a brother-in-law, sister-in-law, daughter-in-law, grandparent, grandchild, or spouse's grandparent.
 4. In the event of unusual travel or personal obligations in connection with the use of bereavement leave, additional leave days may be granted by the Leave Administration Team.
 5. A maximum of three days of absence for jury duty.

- Article 2**—School Board Authority
Article 3—Association Rights & Privileges
Article 4—Negotiation Procedure
Article 5—Grievance Procedure
Article 7—General
Article 10—Positive, Safe, and Orderly School Learning Climate
Article 11—Physical Environments
Article 12—Personal & Academic Freedom
Article 13—Security of Staff, Students, and Property
Article 14—Sections C–E
 Section F—New Curriculum (for long-term substitutes only)
Article 22, Section E—Mileage
Article 23, Section G—General Liability
Article 23, Section H—Tax Deferred Annuities and Deferred Compensation Plans
Article 24, Section G—Representation Fee
Article 32—Miscellaneous
 The above-referenced articles and sections shall apply herein.

This Agreement shall be for the period beginning February 23, 2021, and ending June 30, 2022. The parties agree to limited negotiations related to Article 7, Salaries during the FY21 of this agreement, the results of which will apply to the second year of this agreement. The reopener shall commence on February 1, 2021 and shall be addressed in an expedited fashion.

Home and Hospital Teachers' CONTRACT

AGREEMENT BETWEEN Montgomery County Education Association

AND

Board of Education of Montgomery County

ROCKVILLE, MARYLAND

FOR THE

SCHOOL YEARS 2021–2022

PREAMBLE

Pursuant to the passage of Negotiations Law, Sections 6-401 (d), 6-407 (c), and 6-408(b) of the Education Article of the Annotated Code of Maryland as amended, the Montgomery County Education Association (MCEA) has been recognized by the Board of Education of Montgomery County as the exclusive representative "for home and hospital teachers employed by the Board of Education, such home and hospital teachers to be included in an existing unit, previously consisting of all certificated professional employees and substitute teachers of the Montgomery County school system." The parties, therefore, agree that, pursuant to the above law, their entire understandings are reflected in this Home and Hospital Teachers' Contract.

ARTICLE 1 RECOGNITION

The Recognition Article in the Basic Agreement shall apply and shall also be deemed to cover all home and hospital teacher employees of the Montgomery County school system who are employed for at least seven days before March 1 of any fiscal year with regard to all matters relating to salary, wages, hours, and other working conditions.

ARTICLE 2 DEFINITIONS

This list of definitional terms contained in the Basic Agreement shall apply, except as modified by the following:

1. **Unit**—The body of certificated permanent and conditional professional employees, certificated and noncertificated substitute teachers, and home and hospital teachers employed by the Board.
2. **Negotiations Law**—Sections 6-401 (d), 6-407 (c), and 6-408(b) of the Education Article of the Annotated Code of Maryland.
3. **Home and Hospital Teacher (HHT)**—A teacher employed temporarily and/or sporadically in the Department of Interim Instructional Services to provide instructional services to a public school student who is unable to function effectively in the classroom setting, due to the student's medical, physical, or emotional condition.

ARTICLE 3 COLLABORATION

- A. The Board of Education and MCEA home and hospital teachers (HHTs) will continue to participate in the Committee for Joint Collaboration (CJC) that will be a forum to identify and solve problems, in a timely manner, address issues and concerns related to home and hospital teaching and promote collaboration between the HHTs and the Board in developing, implementing, and evaluating solutions utilizing the core principles of continuous improvement, as set forth in the Board-approved Our Call to Action strategic plan.
- B. Utilizing the collaboration process, the CJC will meet at least bimonthly to address issues brought forward by the members, including issues related to this Agreement. The committee will comprise eight members, four appointed by the Association and four appointed by the Board. The committee will be cochaired by an HHT representative and the director/designee of Interim Instructional Services.
- C. HHT representatives on the CJC will be compensated for a minimum of two hours for each meeting of the committee. This compensation will be charged to the Association Leave Bank (Article 3, Section D.1. of the MCEA/BOE contract).

- D. Minutes of each CJC meeting will be approved by CJC consensus and made available to all HHTs at least one week before the next scheduled CJC meeting.
- E. Decisions made during a CJC meeting will be communicated in writing to all HHTs in a timely fashion.
- F. When the CJC cannot reach consensus on an issue, the issue may be referred to the LMCC for resolution.

ARTICLE 4 PROFESSIONAL DEVELOPMENT

- A. The Board agrees that home and hospital teachers may participate in in-service courses. Any HHT shall be eligible to enroll in appropriate professional development experiences.
- B. HHTs will be offered a minimum of three hours per semester of paid training. An HHT must have worked at least 50 hours in the previous year to receive compensation. An HHT hired after April 1 of the previous year will be eligible to participate with compensation. HHT training outside of identified paid training will not be compensated.
- C. Time for required training will be made available during a regularly assigned and compensated workday. If this is not possible in order to meet required deadlines, then HHTs will be compensated for the necessary time at the regular hourly rate. Online training that cannot be completed during scheduled work time will be compensated for the number of minutes designated for the module.

ARTICLE 5 WORKING CONDITIONS

- A. Montgomery County Public Schools (MCPS) will provide HHTs with appropriate instructional materials and access to supplies for and photocopying of instructional materials used in the delivery of home and hospital teaching services.
- B. MCPS will address the safety, privacy, and communication needs of HHTs through the collaborative process established in Article 3 of this Agreement.
- C. MCPS and MCEA recognize the importance of interaction and communication among the HHT and the student's classroom teacher(s) to meet the educational needs of the student and maximize instructional time.

ARTICLE 6 COMPENSATION

A. Hourly rates of pay for home and hospital teachers for the term of this contract are as follows:

	Effective May 3, 2021
Certificated/MCPS Retiree	\$31.80
Noncertificated	\$30.43

- B. Home and hospital teachers will be compensated for one hour of planning time for each six hours of teaching time.
- C. Home and hospital teachers will be compensated for one hour at the beginning of each assignment with a new student and for one hour at the end of each such assignment.
- D. Home and hospital teachers will be compensated for one additional hour when an assignment carries over the end of a semester.
- E. HHTs will be compensated for up to two hours when the teacher arrives and the student is not available at the teaching site for a scheduled teaching appointment.
- F. HHTs will be compensated for one hour when notified of cancellation of a teaching appointment after 5:00 p.m. the previous school day.
- G. HHTs will have direct deposit of their paycheck.
- H. Each HHT will be paid on the payday two weeks following the end of the pay period.
- I. HHTs working at the Regional Institute for Children and Adolescents (RICA) may provide instruction to up to five (5) students at the same time. In such situations, the HHT will be paid at a higher rate to include a supplement of five dollars per hour (\$5/hr) per additional student.
- J. Any HHT who works a minimum of 315 hours during a semester shall receive a bonus of \$450 at the conclusion of the semester. Any HHT who works a minimum of 175 hours during a semester shall receive a bonus of \$250 at the conclusion of the semester. These bonuses shall not be additive.

ARTICLE 7 SUPPLEMENT

- Article 2—School Board Authority
 - Article 3—Association Rights & Privileges
 - Article 4—Negotiation Procedure
 - Article 5—Grievance Procedure
 - Article 6—Section B.1—Collaboration
 - Article 7—General
 - Article 10, Section A—Guiding Principles
 - Article 10, Section I—Human Relations, Diversity, and Conflict Resolution
 - Article 12—Personal & Academic Freedom
 - Article 14—Sections C–F
 - Article 22, Section E—Mileage
 - Article 23, Section G—General Liability Coverage
 - Article 23, Section H—Tax Deferred Annuities and Deferred Compensation Plans
 - Article 32—Miscellaneous
- The above-referenced articles and sections shall apply herein.

ARTICLE 8 DURATION

This Agreement shall be for the period beginning February 23, 2021, and ending June 30, 2022. The parties agree to limited negotiations related to Article 6, Salaries during the FY21 of this agreement, the results of which will apply to the second year of this agreement. The reopener shall commence on February 1, 2021 and shall be addressed in an expedited fashion.



UNIT COMPOSITION

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A COMPACT BETWEEN

Montgomery County Educational Association (MCEA)
 Montgomery County Association of Administrators and Principals (MCAAP)
 Service Employees International Union (SEIU) Local 500
 Board of Education and the Superintendent of Schools

SEPTEMBER 2005

R.E.S.P.E.C.T.

Make it Real

MCEA □ MCAAP □ SEIU □ MCPS

Organizational Culture of Respect

The Board of Education, the superintendent and the executive staff, and the organizations representing employees recognize and value the role of all employees as contributors to a learning community which sets high standards of performance for staff and students. By working together through continuous improvement, effective communication, and meaningful involvement in the decision-making processes, we provide a high quality education to every student. We are committed to shared responsibility and a collaborative partnership integrated into an organizational culture of respect.

In an organizational culture of respect, individuals are aware and understand the impact of their behavior and decisions on others. We expect that the actions and behaviors of all individuals and groups are consistent with and reflect this organizational culture. The actions listed below represent expected behaviors:

- Model civility in daily interactions
- Use collaborative and interest-based strategies rather than positional or adversarial approaches
- Be clear about the level of involvement in the decision making process
- Seek to solve the problem, not apply blame
- Utilize active listening skills
- Encourage creativity and risk-taking
- Seek and respect the opinion of others
- Respect the time and the time commitments of others
- Seek to resolve issues at the level where they occur
- Seek to understand before making judgments
- Acknowledge the professional judgment of individuals in their roles
- Be aware of non-verbal communication
- Use power and authority appropriately and positively
- Be an active and responsible member of the team
- Be responsible for accepting and giving feedback
- Provide and receive feedback constructively and respectfully
- Communicate openly and respectfully

In order to sustain an organizational culture of respect it is critical that all employees have an awareness, understanding, and tolerance of others' interests, viewpoints, culture, and background. This culture promotes a positive work environment that ensures the success of each employee, high student achievement, and continuous improvement in a self-renewing organization.


 Montgomery County Educational Association


 Montgomery County Association of Administrators and Principals


 Service Employees International Union Local 500


 Montgomery County Board of Education


 Superintendent of Schools

Updated September 2011

The commitment to foster an organizational culture of respect that is embedded throughout the school system is a priority of the employee organizations, the Board of Education, and the superintendent and executive staff. This culture is built on the belief that all employees, both school-based and nonschool-based, are essential to a successful learning environment. Inherent to this belief is the recognition that there is strength in diversity, which is inclusive of all groups and individuals. We are committed to:

- Trust in each other
- Use of collaborative and interest-based processes
- Recognizing the collective bargaining relationships as opportunities to enhance this culture
- Recognition of every employee's contributions
- High expectations for all staff and students that are reasonable, clear, and transparent
- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in all of our interactions
- Team building and working together as teams

There is a commitment to fostering and sustaining a culture of respect through supports and structures. In order to be effective, these supports and structures should be embedded throughout the system, visible and accessible to everyone, and seen as fair and equitable. In order to make certain that this culture is promoted throughout the school system, time is needed for collaboration, training, and professional development and resources are needed to accomplish this.

Examples of supports and structures include, but are not limited to:

- Board of Education policies, such as the Creating A Positive Work Environment in A Self-renewing Organization and Human Relations policies.
- Professional growth systems, which include professional development, employee orientation, mentoring, training, recognition, support for new and under-performing employees, and professional development plans
- Collaborative processes, such as labor/management collaboration committees, Councils on Teaching and Learning, principal leadership groups, cross functional teams, advisory committees, and Study Circles
- Diversity training and development initiatives
- Continuous improvement processes, including the Baldrige-guided school improvement process
- Communication processes, including satisfaction and climate surveys, focus groups, budget forums, and various feedback reports
- Dispute resolution activities

Updated September 2011

R E S P E C T

Resolving differences
 Enhancing collaboration
 Supporting our coworkers
 Promoting civility
 Encouraging creativity
 Communicating openly
 Team building through trust

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Updated September 2011

Work Schedule Guidelines for Secondary Teachers Employed Less Than Full-Time

Assignment by Tenth	Total Daily Work Time On-Site * <i>(exclusive of lunch)</i>	Total Biweekly Work Time On-Site * <i>(exclusive of lunch)</i>	Maximum Number of Class Sections Taught	Minimum Individually Managed Planning Time Per Day **	Number Hours for Payroll Purposes <i>(Position Control & PANs)</i>	
					Biweekly	Daily
2/10	1 hr. 24 min.	14	1	9 min.	16	1.6
3/10	2 hr. 6 min.	21	1	13.5 min.	24	2.4
4/10	2 hr. 48 min.	28	2	18 min.	32	3.2
5/10	3 hr. 30 min.	35	2	22.5 min.	40	4.0
6/10	4 hr. 12 min.	42	3	27 min.	48	4.8
7/10	4 hr. 54 min.	49	3	31.1 min.	56	5.6
8/10	5 hr. 36 min.	56	4	36 min.	64	6.4
9/10	6 hr. 18 min.	63	4	40.5 min.	72	7.2
Fulltime (1.0)	7 hrs.	70	5	45 mins.	80	8

*This column represents the amount of time to be in the building each day, when the employee works the same schedule each day; however, when reporting time (worked, absent, on leave, etc.), please account for the time as shown in the last column.

** Assumes seven 45-minute periods per day. As stated in the MCEA/BOE Contract (Art. 16 Sec. E), "Changes in the structure of the student day may not reduce the amount of daily planning time for secondary teachers... At the secondary level teachers may volunteer to accept a schedule that guarantees weekly rather than daily planning time". Note that the daily time/period designations are based on an evenly distributed schedule, which need not be the case.

Work Schedule Guidelines for Elementary Teachers Employed Less than Full-Time

Assign- ment by Tenth	Total Daily Work Time On-Site * <i>(exclusive of lunch)</i>	Total Biweekly Work Time On-Site * <i>(exclusive of lunch)</i>	Minimum Planning Time <i>(individual & group)</i> Guaranteed Per Week, within the Student Day **	Minimum Planning Time <i>(individual & group)</i> Guaranteed Per Week, within the Teacher Day	Minimum Individually Managed Planning Time Guaranteed Per Week, within the Teacher Day	Number Hours for Payroll Purposes <i>(Position Control and PANs)</i>	
						Biweekly	Daily
2/10	1 hr. 24 min.	14	1 hr.	1hr. 24 mins.	45 mins.	16	1.6
3/10	2 hr. 6 min.	21	1 hr. 30 mins.	2 hrs. 6 mins.	1 hr. 8 mins.	24	2.4
4/10	2 hr. 48 min.	28	2 hr.	2 hrs. 48 mins.	1 hr. 30 mins.	32	3.2
5/10	3 hr. 30 min.	35	2 hrs. 30 mins.	3 hrs. 30 mins.	1 hr. 53 mins.	40	4.0
6/10	4 hr. 12 min.	42	3 hrs.	4 hrs. 12 mins.	2 hrs. 15 mins.	48	4.8
7/10	4 hr. 54 min.	49	3 hrs. 30 mins.	4 hrs. 54 mins.	2 hrs. 38 mins.	56	5.6
8/10	5 hr. 36 min.	56	4 hrs.	5 hrs. 36 mins.	3 hrs.	64	6.4
9/10	6 hrs. 18 min.	63	4 hrs. 30 mins.	6 hrs. 18 mins.	3 hrs. 23 mins.	72	7.2
Fulltime (1.0)	7 hrs.	70	5 hrs.	7 hrs.	3 hrs. 45 mins.	80	8

*This column represents the amount of time to be in the building each day when the employee works the same schedule each day; however, when reporting time (worked, absent, on leave, etc.), please account for the time as shown in the last column.

** For classroom teachers, including art, music and physical education teachers. Other school based specialists are guaranteed at least one (1) hour of their planning time within the student day – which would be pro-rated for part-time school based specialists. Note that the daily time designations are based on an evenly distributed schedule, which need not be the case.



**SALARY SCHEDULE
TEACHER & OTHER PROFESSIONAL**

See Article 17 on Page 29

**Teacher & Other Professional Salary Schedule*
Effective May 3, 2021**

SALARY STEPS*	BACHELOR'S DEGREE	MASTER'S DEGREE OR EQUIVALENT	MASTER'S EQUIVALENT +30 CREDIT HOURS	MASTER'S EQUIVALENT +60 CREDIT HOURS
	A	B	C	D
1	\$51,513	\$56,648	\$58,282	\$59,762
2	\$52,293	\$57,581	\$59,989	\$61,471
3	\$53,831	\$59,759	\$62,260	\$63,798
4	\$55,416	\$62,019	\$64,617	\$66,215
5	\$57,046	\$64,369	\$67,066	\$68,726
6	\$58,695	\$66,297	\$69,099	\$70,823
7	\$60,935	\$68,831	\$71,741	\$73,531
8	\$63,259	\$71,461	\$74,483	\$76,341
9	\$65,676	\$74,193	\$77,330	\$79,260
10	\$68,185	\$77,029	\$80,287	\$82,292
11		\$79,975	\$83,358	\$85,440
12		\$83,035	\$86,548	\$88,710
13		\$86,213	\$89,861	\$92,106
14		\$89,511	\$93,301	\$95,631
15		\$92,180	\$96,085	\$98,486
16		\$94,932	\$98,953	\$101,426
17		\$97,764	\$101,905	\$104,452
18		\$100,681	\$104,948	\$107,572
19		\$103,689	\$108,081	\$110,783
20		\$103,689	\$108,081	\$110,783
21		\$103,689	\$108,081	\$110,783
22		\$103,689	\$108,081	\$110,783
23		\$103,689	\$108,081	\$110,783
24		\$103,689	\$108,081	\$110,783
25		\$106,010	\$110,503	\$113,264

***The salary of employees assigned to 12-month positions will be 117.5 percent of the salary of the step/grade (B/D) for which the employee would qualify if employed in a 10-month position.**

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