

**GROUND RULES FOR COLLECTIVE BARGAINING**  
**BETWEEN**  
**THE MONTGOMERY COUNTY PUBLIC SCHOOLS**  
**AND**  
**THE MONTGOMERY COUNTY EDUCATION ASSOCIATION**

**Re: Successor Negotiated Agreement Beginning Fiscal Year 2024**

**1. Negotiation Time and Places**

- (a) Meetings shall occur at mutually acceptable dates, times, and locations. Any changes will be discussed at least 24 hours in advance.
- (b) Both parties agree that bargaining sessions will occur outside of the duty day in order to limit the impact on students. However, in the event bargaining team members meet during the duty day, they will be granted union business leave (UBL). MCPS shall provide this UBL without loss of pay for the MCEA Bargaining Team members for the purpose of attending aforementioned meetings. These UBL days will be charged to the existing bank of 500 contractually available UBL days in the negotiated agreement. In the event the 500 contractually available days are exhausted prior to bargaining completion, MCPS agrees to continue granting UBL to bargaining team members for negotiation-related purposes until the contract is ratified and printed.
- (c) **The schedule for meetings shall be two virtual negotiations for every in-person negotiation session.**
  - i) **MCEA will arrange the Zoom meetings for the virtual sessions. The virtual meetings will be held as Zoom webinars.**
  - ii) **When in person, the meetings will alternate between a MCPS facility and the MCEA Conference Center at 12 Taft Court. When MCEA hosts in-person, open sessions at our conference center, the meetings will be live streamed.**
- (d) **Bargaining shall begin no later than October 18, 2022.**

**2. Participation**

- (a) Each party will designate a chief **or lead** negotiator. That person serves as the primary contact and is the only person who ~~can~~ **may** speak on behalf of their **organization during negotiation sessions. The chief or lead negotiator may designate call upon other their bargaining team members to speak during any discussion.**
- (b) ~~Subject Matter Experts~~ — Parties ~~can~~ **may** invite subject matter experts to bargaining sessions for the sole purpose of presenting relevant information for the topic(s) of the

session. ~~They can~~ The subject matter expert may speak for no more than five minutes, unless the parties agree that more time is required, and ~~can~~ will then be available for questions.

(c) Any observers invited to watch negotiation sessions are strictly in attendance for observation. They will not be speaking unless pre-identified as a subject matter expert. There will not be signage – but messaging on one's person including but not limited to buttons, stickers, clothing, are not prohibited. **{NOT AGREED TO AT THIS TIME}**

~~(d) Each party may have up to {INSERT #} at the bargaining table, not including the designated chief or lead negotiator. {MCEA NOT IN AGREEMENT AT THIS TIME}~~

### 3. Negotiations

(a) ~~Requests for information regarding negotiations issues may be made at any time. Parties may use the verbal statement “formal request” to clarify the nature of the request. Each party shall make available to the other such relevant information and data (collectively, “information”) as the latter may reasonably and timely request, for the purposes of preparing for and participating in negotiations. Requests for relevant information may be made at any time and will be timely made to provide the receiving party sufficient time to locate and compile the information same and to make necessary redactions (as may be required by law); however and shall not be unduly burdensome to the receiving party. The receiving party will provide the information and/or a response to the request as expeditiously as practicable considering the scope and complexity of the request. All information requested will be provided within 10 business days of request unless the parties agree to an alternative timeline.~~

(b) New issues will not be brought up after the 5<sup>8th</sup> meeting, recognizing that a new issue may arise as an outgrowth of a previous issue. ~~The parties agree that all new issues with significant cost impacts (salaries and initiatives) will be introduced by the 5<sup>th</sup> meeting.~~

(c) As agreements are reached they shall be put in written form, ~~dated and timed~~ date and time stamped, and labeled as tentative agreements., ~~and~~ If tentative agreement is reached during an in-person bargaining session, two copies of each shall be signed by the chief or lead negotiator for each party. If tentative agreement is reached during a virtual bargaining session, the chief or lead negotiator of the party whose proposal was accepted will e-mail the final electronically signed version to the other party’s chief or lead negotiator who shall confirm receipt, and return the tentative agreement with their electronic signature. The e-mail exchange will be appended to the agreed upon term.

(d) The tentative agreement will contain the history of proposals and counterproposals exchanged between the parties throughout the negotiating process with dates and which

party provided the relevant proposal (for example – "10.22.19 - MCEA initial" and "10.24.19 - MCPS Counter").

- (e) The parties understand and acknowledge that each matter upon which the parties reach agreement takes effect only after ratification of the negotiated Agreement by both parties.
- (f) Unless a provision of the existing collective bargaining agreement is reopened by either party and alterations are agreed to by both parties, the existing provisions shall carry over, unaltered, to the successor negotiated Agreement. The same shall hold for existing memorandum of understanding, letters of agreement, collective bargaining appendices, and all other such existing agreements between the parties.
- (g) The parties will not record electronically negotiations sessions, mediation proceedings, or arbitration proceedings, whether held in-person or virtually. This shall extend to any observers. The parties may, however, take notes during such sessions and proceedings.
- ~~(h) The parties hereby agree that neither party, nor any representative or associate thereof, will discuss or cause to be discussed with the press or post through social media anything that would reveal publicly the conduct or substance of negotiations, except that the parties may, from time to time and upon specific agreement, issue joint press statements/releases, engage in joint interviews/interactions with the press, and/or post to social media joint statements regarding negotiations. Nothing in this paragraph shall prohibit a party from communicating internally regarding the conduct or substance of negotiations.~~

For Montgomery County Public Schools:

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Steven N. Blivess, Esq.  
Lead Negotiator

Date: \_\_\_\_\_

For Montgomery County Education Association:

\_\_\_\_\_  
Heather Carroll-Fisher

Executive Director

Date: \_\_\_\_\_