

Montgomery County Education Association
Bargaining Proposal to Montgomery County Public Schools
November 17, 2022

Article 17: Schedules & Workload

A. MCEA and the Board agree with national and state reports that confirm the following:

1. **Teaching and learning take place in different ways, at different times, and by using different styles for individual students.** ~~Maximizing instructional time is vital for student learning.~~
2. ~~Teaching and learning take place in different ways, at different times, and by using different styles for individual students.~~ **Instructional time is vital for student learning.**
3. 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.
4. To improve our ability to maximize student learning, teachers ~~should~~**shall** 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.
5. During the school day, teachers ~~should~~**shall** 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.
6. More flexible use of time encourages student growth and initiative and enables schools to direct resources more effectively to where they are most needed.
7. 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.

**Commented [BA[1]: Meeting the Needs of Each Learner
Instructional Planning Time Priority Issue Proposal**

Rationale: Great schools give educators adequate time to develop engaging and relevant lessons to meet the individual needs of all students, give teachers flexibility and respect their professional judgment in the instructional planning process.

B. Workday

1. While professional personnel will often work more than eight (8) hours per day, the professional salary schedule is based on an eight-hour workday including a 30-minute duty-free lunch. When required meetings, duties, professional obligations, etc. outside the unit member's control preempt their duty-free lunch, the unit member will be provided a duty-free lunch of no less than thirty (30) minutes at a different time.

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 (8) hours, in addition to their lunch period.
Non-school based members

a. Non-school based members who provide direct services to students full-time will receive a minimum of five (5) hours and twenty-five (25) minutes of time for individually managed planning and work during regular workweeks. Other time during the workday is available for group-managed activities, including meetings and training. If the employee spends less than full-time providing direct services to students, their individual planning time will be proportionate to the amount of time spent providing services for students weekly.

b. All 12-month unit members and all 10-month unit members in the central office or field offices will have a normal on-site workday of seven (7) hours, in addition to their duty-free lunch and one (1) hour off-site work.

c. Non School-Based unit members, may, in coordination with and approval of their coordinator/supervisor, adjust their weekly work schedule as these educators and their coordinator/supervisor determine given the priorities and scope of the work. Requests for adjustments will not be unreasonably denied.

d. Non-school based members' start and end times of the duty day may be flexible. Hours are approved on an annual basis by a unit member's coordinator/supervisor. Times may be changed upon mutual agreement between the unit member and their coordinator/supervisor.

e. For all 12-month unit members and all 10-month unit members in the central office or field offices, the total number of days without required meetings shall equal, at a minimum, the total number of days school-based educators have for grading and reporting/telework.

Commented [BA[2]: Creates parity with school based proposal

3. All resource teachers, content specialists, and resource counselors will be assigned appropriate starting and dismissal times so that their normal workday will be eight (8) hours, in addition to their **duty-free lunch period**.

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4.3. 10-month school-based personnel

a. 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 (7) hours, in addition to their duty-free lunch period.

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b. Unit members' lunch period shall be no less than thirty (30) minutes in length. ~~Summer assignments for full-time professional development activities will be eight (8) hours, in addition to a lunch period.~~ **When establishing a unit member's 30-minute duty-free lunch, the following will apply:**

- i. **Time spent escorting students to and from lunch and/or recess shall not be included in the 30-minute duty-free lunch. ILTs will determine appropriate transition times to add to schedules to ensure the 30-minute duty-free lunch.**
- ii. **Student passing periods shall not be included in the 30-minute duty-free lunch.**

c. Summer assignments for full-time professional development activities will be eight (8) hours, in addition to a duty-free lunch.

5.4. 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.

6.5. 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 **ILT school leadership team**.

~~7.6.~~ 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.

~~8.7.~~ In regard to delayed opening and/or early dismissal authorized by the superintendent, the workday of 10-month school-based unit members will begin twenty (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. **Emergency Delayed Opening and/or Early Dismissal Authorized by the Superintendent**

The workday of 10-month school-based unit members will:

- a. **Begin no more than twenty (20) minutes before the scheduled student starting time on the delayed opening day.**
- b. **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 students. On such occasions, unit members will be compensated in accordance with the substitute coverage rate in Article 22.**

9. Unit members shall not be required to complete a timesheet each pay period. Requests for leave will be made electronically and approved in the same manner.

C. **Meetings and Other Activities**

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 (2.5) hours per month to attend faculty or other meetings, which will commence fifteen (15) minutes after the students' day. No single meeting will last more than one and one-half (1.5) hours. **Staff may elect to have meetings before school or during the school day with the consensus of the staff. These meetings will be subject to the two and one half (2.5) hours per month limit.** ~~When needed for the educational program, it may be necessary to meet more than two and one-half (2.5) 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.~~

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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 (2) 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 (2) non-duty-day assignments. **Any expectations of the assignments will be clearly outlined prior to the event.** 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 (1) hour before their duty day or more than one (1) hour after their duty day.
6. MCEA unit members with assignments in more than one (1) school may not be required to attend meetings and other activities that exceed requirements for other unit members. **MCEA unit members assigned to more than one (1) school shall not be required to attend more than one back-to-school night and two (2) other activities outside of the contractually agreed upon workday. MCEA unit members assigned to more than one (1) school may choose an additional back-to-school nights as one of their two (2) other activities outside of the contractually agreed upon workday.**
7. Instructional specialists and other non-school-based unit members who have frequent evening assignments ~~shall have the ability may request~~ to have their start times adjusted by the appropriate supervisor/**coordinator** on either a day-by-day or permanent basis **by making the request to their supervisor/coordinator. This will not be unreasonably denied. Denial will be given to the unit member in writing by their supervisor/coordinator.**
8. Teams, departments, course-alike teams, and committees ~~and their administrators~~ will collaborate **with their administrators** 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 non-instructional 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 shall** 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~~ **nine and one-half** hours in a normal week for such instructionally related work.
 - a) Within the teacher on-site workday, teacher schedules will include a minimum of ~~three (3)~~ **five (5)** hours ~~twenty-five (25)~~ **forty-five**

- (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 non-instructional time is occupied with supervision of students prior to and after the official student day. This time is ~~not available~~ **does not qualify as** for planning **time** (individual or ~~group~~**collaborative**), ~~unless the teacher is not responsible for student supervision.~~
 - c) Teams will determine when they 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, **in conjunction with the team,** 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 ~~three (3)~~ **five (5)** hours ~~and forty-five (45) minutes~~ **twenty-five (25)** for individually managed planning and work.
 - d) For workweeks that result in an overall reduction in planning **time,** teams will determine how work will be accomplished. When a decrease in total available non-instructional 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 meet more than the above.
 - e) Planning requires a block of at least ~~twenty (20)~~ **forty-five (45)** minutes of uninterrupted time during the teacher workday.
 - f) Every effort will be made to provide equitable distribution for this non-instructional time throughout the organization, in keeping with the desires of the staff and individual schedules. However, at least one ~~and one-half (1.5) (1)~~ hours a week shall be uninterrupted.
 - g) Planning time for part-time teachers will be prorated 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 five (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, **specials teachers,**

including, but not limited to, art, music, and physical education ~~teacher,~~ will participate in the development of their teaching schedule. Schedules will provide either:

(1) ~~at least four (4)~~ **six (6)** hours and ~~thirty-five (35)~~ 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 ~~five (5)~~ **seven (7)** hours **and five (5) 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 one (1) hour **and thirty (30) minutes** of time for this instructionally related work during the student day. ~~Whenever schedule and program permit, one (1) hour and thirty (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~~ **The Education Management Team (EMT), Individual Education Program (IEP), and building-level problem-solving meetings requiring the participation of classroom teachers shall be scheduled** 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 **shall be arranged.**

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

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60% student facing

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, i.e. fifty-eight percent (58%) 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 (5) regular classes. If an alternate schedule is proposed that involves more than a five (5) 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. ~~Where the school is organized on a seven (7) period schedule, e~~Each classroom teacher will be assigned no more than five (5) regular classes. Classroom teachers of vocational subjects may be assigned to teach the equivalent of six classes when organized on a multiple class schedule.

2. Schedules must reflect the need for both individually managed work and time that may be structured by the school leadership team ILT. While uUnit members are responsible for managing collaboration and individual planning to best meet the needs of students, eConcerns about effectively addressing

team, school, and system goals may be addressed as performance standard issues, **taking into account staffing, workload and other constraints.** During a typical seven (7) period day, a school schedule will provide for a minimum of ~~fifty~~ **seventy** percent (~~5~~**70**%) of the total non-instructional 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 (1) week or two (2) week basis. It is recognized that special educators need increased flexibility to complete their legally mandated paperwork.

3. 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 non instructional time is unavoidable, it is expected that, except in emergencies, group meeting time will be adjusted to a greater degree than individually managed time.

4. 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.

5. Secondary RTs and content specialists will have a reduced teaching schedule, providing at least the equivalent of five (5) 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 non-teaching periods shall not be a part of the teacher allocation. ~~When possible, the principal, in consultation with the school leadership team, may provide additional~~ **One additional** release time **period shall be granted** to RT/interdisciplinary RT/content specialists **if the department has 15 or more unit members,** ~~based on the size of their departments and responsibilities.~~

6. No part of the Athletic Specialists' duties shall be utilized to vet coaches or volunteers. All vetting shall be completed by the Compliance Department or the appropriate MCPS department.

6. 7. 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.

~~7.~~ **8.** Each secondary course-alike team shall develop a plan to address when reteaching and reassessing is to occur.

~~8.~~ **9.** 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 thirty (30) minutes at a different time.

~~9.~~ **10.** 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 (3) separate preparations. A preparation is a process of making ready for the teaching **of a certain course as identified by a unique course code,** ~~task~~ requiring time on a daily basis prior to meeting assigned classes. ~~as, for example,~~ **This includes, but is not limited to,** the formulation of teaching plans and the development of instructional materials.

~~10.~~ **11.** ~~When~~ **Other accommodations, including but not limited to IRA time, reduced committee work and/or chaperone assignments, shall be used to alleviate extra workload. Only after the principal and affected teacher have come to a mutual agreement, and the accommodations are implemented,** ~~may~~ secondary classroom teachers ~~have~~ **be assigned** more than three (3) 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.~~

H. ~~G.~~ The number of student instructional days shall not exceed one hundred eighty-five (185) days.

~~H.~~ **I. Work Year**—The work year for unit members identified in this section includes two (2) days, i.e., sixteen (16) not scheduled in the school calendar that shall be used as described in Section ~~KL~~ of this article:

1. The work year for all 10-month unit members shall not exceed 195 duty days.
2. 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.

3. The work year for elementary team leaders (including ESOL teams) shall not exceed 198 duty days.
4. The work year for elementary elected faculty representatives to the school leadership team shall not exceed 198 duty days.
5. The work year for secondary elected faculty representatives to the school leadership team shall not exceed 200 duty days.
6. The work year for full-time elementary reading specialists shall not exceed 203 duty days.
7. The work year for middle school team leaders shall not exceed 205 duty days.
8. The work year for media specialists shall not exceed 205 duty days.
9. The work year for full-time InterACT teachers and InterACT speech pathologists shall not exceed 205 duty days.
10. The work year for middle school literacy coaches shall not exceed 210 duty days.
11. The work year for elementary counselors shall not exceed 210 duty days.
12. The work year for staff development teachers shall not exceed 210 duty days.
13. The work year for resource teachers shall not exceed 215 duty days.
14. The work year for middle school content specialists shall not exceed 215 duty days.
15. The work year for consulting teachers shall not exceed 215 duty days.
16. The work year for social workers shall not exceed 215 duty days.
17. The work year for 10-month psychologists shall not exceed 215 duty days.
18. 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.).
19. The work year for full-time support speech pathologists assigned to the Speech and Language Programs office shall not exceed 215 duty days.
20. 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.
21. The work year for full-time elementary program specialists assigned to the Preschool Education Program (PEP) shall not exceed 215 duty days.
22. The work year for secondary counselors shall not exceed 216.5 duty days.

23. The work year for middle school resource counselors shall not exceed 221.5 duty days.

24. 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.

25. If a unit member serves in multiple roles outlined in numbers 2-24 above, the unit member shall receive the combined total of all Summer Supplemental Employment days over 195 to complete additional required duties.

‡ **J.** 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.

a. Unit members hired for the following job categories on or after July 1, 2023, shall be 12-month employees:

i. School Psychologists

ii. Social Workers

iii. Community School Liaisons

iv. Unit members working in ISY schools

b. School psychologists and social workers hired before July 1, 2023, shall have the option to remain 10-month employees.

‡ **K.** 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-L. Professional Time

1. The two (2) 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. **Unit members shall not be required to provide documentation of this time.**

~~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-M. Pre-service Days

- 1.** Unit members assigned classroom responsibilities shall have at least **four (4)** ~~three (3)~~ 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 **four (4)** ~~three (3)~~ day period.
- 2.** **Staff shall be notified on an ongoing basis of any times that they are able to access their worksite between July 1 and the first day of student instruction.**

M-N. Student Instructional Preparation Time

- 1.** Teachers of record will have one (1) full day each at the end of the first, second, and third grading periods and one (1) 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.** ~~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.
- 3.** ~~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~~ **shall** 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~~ **shall** be communicated to staff at least one (1) week prior to the start of the interim window.

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4. Educators implementing new curricula shall be granted at least five (5) days of professional leave in the first year of implementation for preparing culturally responsive instruction designed to improve student understanding. Such days will be distributed throughout the school year.

5. Unit members will be provided a half day each quarter for individual member-directed planning time at an alternative worksite of their choice.

O. Telework: a flexible work location available to MCPS employees, in which the unit member works, e.g. teacher planning, case management, virtual sessions, virtual staff meetings, etc. from a remote location.

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- 1. Unit members in their first year of employment with MCPS who have demonstrated the ability to meet their professional responsibilities, specifically grade submission according to the Grading and Reporting Guidelines, are eligible to telework without prior management approval beginning in the 3rd marking period of their first year of employment. Unit members with prior experience in another district who are in their first year of employment with MCPS may telework with management approval prior to the 3rd marking period.**
- 2. Telework training: All non-school-based unit members who telework shall complete the MCPS PDO telework training. School-based unit members who telework beyond the three (3) grading/reporting days and half days each quarter will complete the MCPS PDO telework training.**
- 3. Non-school-based unit members may telework for all or part of their workday if their work does not require them to be in an MCPS building. Non-school-based unit members will keep their calendars up to date.**
- 4. School-based unit members are eligible for teleworking during the grading and reporting days at the end of the first, second, and third grading periods, **as well as early release days.** Each of the full grading and reporting ~~These~~ days is ~~are~~ regularly scheduled workdays either on site or for teleworking. **School-based employees shall also have the option to telework at other times when students are not in the buildings.****
- ~~**5. 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**~~

Commented [B[9]: Struck through because it is addressed in 4.

and Reporting Guidelines, may telework on the full professional days at the end of each of the first three (3) marking periods.

6. The school leadership team **ILT** and administration will determine which **school-based** 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. **The ILT must provide a written explanation to unit members required to be on site with the specific duties that cannot be performed remotely.**

~~7. First-year educators will be required to work on site for the first two (2) marking periods on these days.~~

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

Commented [B10]: struck through because similar language is proposed in #1. 1 is taking the place of 7.

P. Summer Meetings. Unit members required to attend meetings outside of their work year specified in Section I of this Article shall be paid at their hourly rate.

N-Q. 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 (1) afternoon with continuous evening hours and no teacher service on the second afternoons.

O-R. Duties

1. Unit members may be required to ~~de~~**perform** 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~~**Unit members** with split positions in more than one (1) school shall be assigned non-teaching duties during the school day in a manner that ensures they do not have extra duties. The determination as to non-teaching duties shall be made by mutual

agreement of the ~~teacher~~**unit member** and the principals involved. The ~~teacher's~~**unit member'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 **unit member**~~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 ten (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 who are returned to school. The leadership team will determine the central holding plan before the beginning of the 9 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.
8. **Except in cases of unforeseen emergency, unit members assigned to more than one school in a day shall not be assigned non-teaching duties that day.**
9. **No MCEA unit member shall be required to do non-bargaining unit work.**

P-S. Coverage

1. Educators must inform the appropriate school official at least two (2) 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. **Unit members shall not be responsible for taking or recording student attendance on days they are absent, including when they are at professional development sessions or other trainings.**

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, unit member 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. Internal Substitution

- a. When a substitute cannot be secured through the electronic substitute calling system, unit members who internally substitute will be compensated at the rate specified in Article 22 Stipends, section D1 or D2.
 - b. Unit members who provide supervision during their duty-free lunch, preparation, i.e., planning or caseload management, or any other self-directed time during the student day will be compensated at the rate specified in Article 22 Stipends, section D.3. Unit members shall not be mandated to do this during their duty-free lunch, preparation, or other self-directed time, but may freely and willingly volunteer to do so. ~~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 (1) 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.~~ **Coverage for absent school psychologists shall be provided from the pool of certified psychologists and not be the responsibility of current psychologists with full caseloads.**

Q-T. 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 **one half-day substitute for every five (5) Kindergarten students** 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. ILTs shall have input on the testing schedule for their buildings.
5. **Unit members who give up planning time to proctor standardized assessments, e.g. SAT, ACT, PSAT, AP, that are not mandated by local, state, or federal requirements, shall be compensated at the Class/Caseload Coverage rate in Article 22 Stipends.**

U. Inclement Weather

1. **If schools cannot open due to inclement weather, classes shall not be converted to virtual learning if they fall within the built-in inclement weather days in the MCPS calendar.**
2. **If inclement weather forces schools to be closed beyond the built-in inclement weather days in the MCPS calendar, the district may have a Virtual Learning Day only if it is agreed upon by MCEA leadership. Any Virtual Learning Day activities should be teacher-determined. Virtual learning may include small-group or whole class instruction, and be synchronous or asynchronous, at the teacher's discretion.**
3. **Any unit member who does not have electricity or internet access during inclement weather shall not be subject to progressive discipline or other punitive actions.**
4. **Non-school based staff, except for MCITP services, shall be permitted to telework if schools are closed for inclement weather. MCITP services are canceled when MCPS schools are closed due to inclement weather per Article 8. Non-school based staff shall not have to request permission for teleworking during inclement weather closures.**

V.-R. Impact Statements

1. The parties agree that to achieve continuous improvement, change is sometimes necessary. ~~In order for~~ 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:

- a) Administrative regulation changes or new regulations
 - b) New assessments
 - c) New curriculum
 - d) New technology
 - e) 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, where realignment will be identified there may be no need for additional time or resources.
 3. The parties will work with the other two (2) 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.
- S. ~~W.~~ The Board ~~will make every reasonable effort to~~ **shall** reduce paperwork for special educators and ~~ESOLELD~~ teachers **by eliminating all paperwork that is not required by state or federal law.** ~~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.~~