

**Montgomery County Education Association**  
**Bargaining Proposal to Montgomery County Public Schools**

**December 08, 2022**

**Article 31: Leaves**

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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:
  - 1. **Appropriate Official**—department head, principal, or immediate supervisor, depending on the unit member's position.
  - 2. **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 (eighty) 80 hours in a two (2) week payroll period, or who do not work five (5) days per calendar week, will be treated as having five (5) 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.
  - 3. **Immediate Family**—child, parent (**natural, foster, step, or in-law**), ~~brother,~~ ~~sister~~**sibling, spouse, domestic partner** ~~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.

4. **Planned Program for Professional Leave**—a program planned and approved by the university and the OHRD that leads to standard certification and/or to an advanced degree; or a planned program of writing, study, or travel approved by the superintendent.
5. **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 twelve (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.
- b) Authorized leave under this article conforming to the FMLA definition of “serious health condition” shall be counted as FMLA leave, up to the maximum twelve (12) weeks in **any 12-month period each year**. Summer non-duty days and holidays do not count toward the (12) weeks of FMLA **leave**.
- c) 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.
- d) 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 **pay and** 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.
  - 1) **The processing of required return from leave forms shall take no longer than one full duty day after submission so that the unit member may return to work on the second duty day after submission.**
  - 2) **Unit members will not be penalized in pay or benefits resulting from MCPS delays in processing any required return from leave forms. If reinstated later than the second duty day after required forms have been submitted, unit members shall be paid retroactively for all days in excess of one full duty day’s wait time.**
- b) When the leave is ~~of short duration and~~ not longer than sixty (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 sixty (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 Human Capital Management determines a vacancy exists for which the unit member is qualified.
- d) If leave is ~~approved~~<sup>granted</sup> for personal illness, the unit member will be reinstated at the conclusion of their approved leave, providing a health certificate from the member's~~s~~ 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 (3) 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. **Unit members will be notified of this option by the Employee and Retiree Service Center. Returning educators whose positions have been vacated should expect payment at the full teacher rate beginning with the first day of their return, whether or not substitute work is available.** 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) workdays 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 **to the unit member.**, ~~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 **their own or an immediate family member's** 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 ~~unable~~ ~~impossible~~ to **be** ~~scheduled~~ on non-duty 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 twenty (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 (5) 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. **Any period of approved unpaid leave shall count toward the required five years of MCPS service.** 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 ~~50~~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~~ **more than** four (4) consecutive duty days.

8. **Additional Sick Leave for Innovative School Year (ISY) Staff: Additional sick leave will accrue for teachers at the rate of one day per every 20 days worked or prorated in proportion to time worked for regular part-time unit members in accordance with the current negotiated Agreement. As a result, teachers working in a school with an innovative school year calendar will earn more sick leave than peers in a traditional calendar school.**

9. ~~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.

10. ~~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.

11. ~~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 two hundred (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 that coverage would have been provided if the employee had continued working. **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.**
3. **Tenure Status**
  - a) A unit member who is ~~on~~**tenured** at the time they are granted leave because of personal illness or illness in their immediate family shall remain ~~on~~**tenured**.
  - b) A unit member who has been recommended for tenure at the time leave is granted shall ~~go on~~ **become** **tenured** at the time they return from leave and is reassigned.
  - c) A unit member who has a Regular Contract but is not ~~on~~**tenured**, 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 **five (5) duty days**~~forty eight (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. **Time in which members are waiting for workers' compensation-related treatment to be approved by MCPS shall not count toward the one-year limitation. Employees who have filed for disability shall be allowed to use their accrued leave pending disability retirement.** An alternate work assignment terminates workers' compensation leave.

#### **F. Annual Leave**

1. Annual leave is paid leave that is granted to each 12-month unit member.
2. **Eligibility for Annual Leave**—The provisions of annual leave shall apply only to those unit members whose assigned responsibility is of twelve (12) months' duration. Unit members under contract for ten (10) months and employed for one (1) or (2) additional months of duty shall not be eligible for annual leave.
3. **Method of Computing Annual Leave**—All 12-month personnel shall earn annual leave as follows:
  - i. 0–3 years of MCPS service — 15 days
  - ii. 4–15 years of MCPS service — 20 days
  - iii. 16+ years of MCPS service — 26 days
4. **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.
5. **Accumulation of Annual Leave**
  - a) For any one (1) year, a 12-month unit member may carry forward up to, but not exceeding, thirty-five (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 thirty-five (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 two hundred eighty (280) hours of annual leave, will be permitted to "cash out" up to **five (5)**~~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.
6. **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 thirty (30) days.
7. **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.
8. **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**
  - a) Upon written application, leave for academic study for a period not to exceed one (1) 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.

- 1) **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.
- 2) **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.
- 3) **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 (2) year period immediately following the period of leave, and sixty percent (60%) of salary if they agree to return to MCPS for a period of three (3) years immediately following the period of leave. This salary shall be paid at the beginning of each semester.
- 4) **Benefits**
  - i. 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.
  - ii. 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.
  - iii. 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.
- 5) **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 (2) year or three (3) 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.
- 6) **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.

**7) Tenure on Return From Leave**

- i. A unit member who is ~~on~~**tenured** at the time academic leave is granted shall continue to be ~~on~~**tenured**.
- ii. A unit member who has been recommended for tenure at the time academic leave is granted, shall ~~go on~~**be granted** tenure at the time they resume service with Montgomery County Public Schools.
- iii. A unit member who has a Regular Contract but is not ~~on~~**tenured** 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 (1) 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 (3) 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 (1) 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 (1) 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~~ **tenured** at the time leave for improvement is granted shall continue to be ~~on~~ **tenured** 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 ~~be~~ ~~go~~ ~~on~~ **tenured** 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~~ **tenured** 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 (1) Year of MCPS Service
    - 1) **Eligibility**—Unit members shall be eligible for a leave of absence for professional improvement after one (1) year of MCPS service.
    - 2) **Benefits**—Credit on the salary schedule for one (1) 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~~ **tenured** at the time leave for improvement is granted shall continue to be ~~on~~ **tenured**.
  - b) A unit member who has been recommended for tenure at the time leave for improvement has been granted, shall go ~~on~~ **tenured** at the time they resume service with the Montgomery County Public Schools.

- c) A unit member who has a Regular Contract but is not ~~non~~-tenured 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.
- b) 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.
- c) 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 OHRD.

**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 (1) 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 ~~non~~-tenured 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 (1) year of successful experience shall be granted upon verification of completion of one (1) 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 (2) 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 ~~non-~~**tenured** 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 ~~non-~~**tenured** 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) **Paid Parental Leave** - ~~The Board agrees to provide two (2) days of paid childbirth leave for hospital stay to an employee giving birth to a child during the employee's work year.~~ **Unit members shall be granted twelve weeks of paid parental leave in connection with the birth or placement (for adoption or foster care) of a child.** 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 five (5) years old~~, may be granted an unpaid leave of absence of up to one (1) full school year, with two (2) additional renewals for one school year each. In accordance with the FMLA, the initial period of up to twelve (12) weeks shall be treated as FMLA leave for the purpose of caring for their child, placement for adoption, or foster care. **Granting of leave is not dependent upon FMLA leave availability; members are eligible for leave**

**whether they have already used any portion of their FMLA leave prior to their child care/adoption leave.**

- 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) **After exhausting their paid parental leave, unit members may use** ~~A unit member who has available sick leave~~ **for continued care in connection with the birth or placement (for adoption or foster care) of a child.** ~~may use up to ten (10) weeks for the birth or adoption of their child.~~ Such leave shall be contiguous to the birth or **placement (adoption or foster care)** 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 thirty (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 (1) 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. **Short-term leave requests are not exclusive to instances where FMLA applies.**
- 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 (3) 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 that 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 (3) consecutive years shall be eligible for no more than one (1) 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 (5), may be granted an unpaid leave of absence up to one full school year, with two (2) additional renewals for one (1) 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 (1) 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 ~~apply~~ **make an application** for reinstatement within ninety (90) days from the date of their separation from the armed forces in case they have involuntarily entered, or within ninety (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 ~~apply~~~~make an application~~ for reinstatement within ninety (90) days from the date of separation from such service or within ninety (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 twelve (12) months of responsibility shall be arranged during non-duty 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 fifteen (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 fifteen (15) day period specified above.
  3. **Salary and Leave Benefits for Conscientious Objectors**
    - a) There are two (2) classes of conscientious objectors:



- 1) Class 1-0 who does not enter the military service but fulfills their selective service obligation by working for twenty-four (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 1-0, 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 (5) days of absence without loss of salary upon the death of a child, parent (natural, foster, step, or in-law), **sibling, spouse, domestic partner**~~brother, sister, husband, wife~~, or of anyone who has lived regularly in their household. A unit member shall be allowed a maximum of two (2) 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 (1) 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.~~ **Compensatory Leave shall be granted as delineated in Article 18 Section A.9 Ratios and Workload Time Recovery.**

### **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—

1. to supervise and/or provide for the safety of the students, or
2. to prepare for continuation of the instructional program when there has been damage to instructional environment in classrooms, or
3. to relocate and/or continue the instructional program at an alternate site, or
4. 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

### **5. 12-Month Unit Members**

During emergency school closings when administrative offices are open, 12-month unit members may choose one (1) of the following options:

- a) Report to work as scheduled.

- b) Request the opportunity to flex the arrival/departure time based on the stated circumstances.
- c) Take personal or annual leave without prior approval.
- d) 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:
  - 1) when weather conditions prohibit a unit member from traveling from their home to the work site
  - 2) when the work site is inaccessible
  - 3) when the work site is without electricity, heat, water, or is experiencing other facility emergencies.

**P. Leave for Unusual or Imperative Reasons**

- 1. 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.
- 2. **In the event of a mandatory quarantine of unit members or their immediate family, unit members will be granted leave at no loss of pay.**
- 3. **Leave for Unusual or Imperative Reasons shall be made available for unit members participating in the Fulbright program.**

**Q. Short-term Personal Leave**

- 1. All unit members may be granted up to **five (5) ~~three (3)~~** 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 (1) 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 non-duty 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. **Reasonable opportunity for use of personal leave must be allowed.** 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 with **a** 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 (2)~~ **three (3)** personal leave days may be carried over from year to year, i.e., personal leave may accrue to a maximum of ~~five (5)~~ **ten (10)** days. The remainder of unused personal leave shall be transferred to accumulated sick leave at the end of the school year.
  3. **Teachers in the Innovative School Year (ISY) calendar schools will be granted three (3) days of personal leave in addition to the personal leave granted in section 31.Q.1.above.**
  4. **Each year, MCPS shall grant 10-month employees one additional personal day for every one systemwide closure day that falls within an employee's scheduled work year and results in an extra paid holiday/day off for 12-month employees.**

#### **R. Long-term Unpaid Personal Leave**

1. **Eligibility**—Unit members who have been employed continuously for five (5) full years are eligible to apply for long-term unpaid personal leave. Such leave is available only for one (1) 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~~ **the same as if they had remained in the position they held 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.

12/08/2022: MCEA Opening  
Proposal