

**Substitute Teachers’**  
**CONTRACT**  
A G R E E M E N T B E T W E E N  
**Montgomery County Education Association**  
A N D  
**Board of Education of Montgomery County**  
ROCKVILLE, MARYLAND  
FOR THE  
**SCHOOL YEARS ~~2021–2022~~**  
**BEGINNING July 1, 2023 and ENDING June 30, 2026**

PREAMBLE

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

**Article 1 Recognition**

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

**Article 2 Definitions**

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

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

### **Article 3 Collaboration**

- A. The Board of Education and MCEA substitute teachers will establish a committee of joint collaboration that will be a forum to identify and ~~problem~~ solve problems and concerns related to MCPS substitute teachers in a timely manner. The committee will promote collaboration between substitute teachers and the Board in developing, implementing, and evaluating solutions for continuous improvement for substitute teachers.
- B. Utilizing the collaboration process, this committee will meet at least bimonthly to address issues brought forward by the members, including issues related to this Agreement. The committee will ~~comprise~~ consist of five (5) members: two (2) substitute teachers, one (1) MCEA staff, and two (2) MCPS representatives. The committee will be co-chaired by a substitute teacher and an MCPS representative.

### **Article 4 Professional Development**

- A. The Board agrees that substitute teachers may participate in in-service courses. Substitute training outside of identified paid training will not be compensated.
- B. Substitute teachers will be offered an annual training day, i.e., seven (7) hours, (~~seven hours~~) or two (2) half-days, i.e., seven (7) hours total, (~~seven hours total~~) each year with full short-term pay. An employee enrolled by April 1 of the previous year must have worked at least fifteen (15) days, i.e. one

**hundred five** (105) hours, the previous year to receive compensation.

**Substitutes who have not worked fifteen (15) days, i.e., one hundred five (105) hours, the previous year may participate without compensation if they choose.**

Substitutes hired after April 1 of the previous year will be eligible to participate with compensation.

- C. Time for required training will be made available during a regularly assigned and compensated workday. If this is not possible in order to meet required deadlines, then substitute teachers will be compensated for the necessary time at the short-term hourly rate. Online training that cannot be completed during scheduled work time will be compensated for the number of minutes designated for the module.

## **Article 5 Schedules and Workload**

- A. Each substitute unit member will perform all the duties and have all the responsibilities during the normal workday of the school-based unit member for whom they are substituting or the duties and responsibilities necessary to fill the vacant position, as determined by the principal. Secondary school substitutes will not be required to teach more than **five (5)**~~six (6)~~ classes in a given day, unless compensated **at the class coverage rate provided to regularly-appointed teachers**~~in accordance with Article 7, Section H, of this Substitute Teacher Contract.~~ For a school-based position held by other than a unit member who teaches regularly in a classroom, no substitute unit member shall report for work without prior written authorization from the community superintendent to the principal or designee in each event.
- B. Each substitute unit member shall work the same number of normal hours worked by the unit member who is on leave or the scheduled number of hours for the vacant position, except that in no case will a substitute unit member in a short-term assignment be required to work beyond the contractual seven (7) hour day unless additional hourly pay is authorized. Starting and dismissal times shall be assigned by the principal.
- C. All substitute unit members shall receive an informational packet relevant to the operation of the specific school to which they have been assigned. This packet will be returned by the substitute unit member when the assignment terminates. In addition, schools will prepare a brief document for substitutes that simply spells out the Positive, Safe and Orderly Climate Policy, has a map of the school, and other important school operations that might affect them.
- D. A long-term substitute unit member will be granted emergency leave when schools are closed because of inclement weather or other emergency reasons.
- E. In the event that MCPS fails to communicate that schools will be canceled, or reverses a previous decision in favor of closing school, a substitute educator

who arrives at the required delayed time on a day when there is a delayed opening, shall be paid for the entire workday of the educator **for** whom they are substituting. Substitutes shall be paid for the entire time that they have been engaged, even in the event of an early closing or due to an emergency.

## **Article 6 Working Conditions, Due Process**

### **A. Facilities**

1. a) In order to permit freedom of access during a substitute assignment, a substitute will, as needed for their work, be provided ~~access~~ **keys** to the classroom, lounge, teachers' workrooms, restrooms, and through interior hallway gates.

### **B. Due Process**

1. a) No substitute teacher will be disciplined without proper cause. "Discipline" shall be defined as **may include** reprimand and warning notices and removal from ~~any sub~~ **substitute** list. A principal shall inform the substitute teacher **P**romptly **after an incident or complaint leading to consideration of removal** when the substitute teacher is being removed from the school's list, **the principal shall inform** ~~the substitute~~ **teacher** shall be informed of the reason(s) **for considering removal** and will have **of the substitute teacher's right** an opportunity to provide countervailing information **before any removal decision is made. Principals shall adhere to any procedural requirements and guidance in any pertinent MCPS Regulation that addresses discipline of substitute teachers.** (See Article 12 of the MCEA/ BOE Contract **and MCPS Regulation GEF-RA (Substitute Teachers).**)

## **Article 7 Salaries**

### **A. Rates of pay for substitutes for the term of this contract will increase annually on July 1 according to the following schedule:**

1. **Year 1: 10% increase for those with a Bachelor's Degree or Higher**
2. **Year 2: 4.5% increase for all substitute categories**
3. **Year 3: 4.35% increase for all substitute categories**

The daily **and hourly** rates of pay for substitute teachers are:

**Effective July 1, ~~2022~~ 2023**

	<u>Certificated with a Bachelor's Degree or Higher</u>		<u>Non-certificated with a Bachelor's Degree or Higher</u>		<u>Associate Degree or Equivalent Number of Credit Hours</u>	
	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>
Short-Term	\$141.90 <b><u>156.09</u></b>	\$20.27 <b><u>22.29</u></b>	\$133.42 <b><u>146.76</u></b>	\$19.06 <b><u>20.96</u></b>	\$133.42	\$19.06
Long-Term	\$202.12 <b><u>222.33</u></b>	\$28.87 <b><u>31.76</u></b>	\$190.46 <b><u>209.51</u></b>	\$27.21 <b><u>29.93</u></b>	\$190.56	\$27.21
Long-Term >45 days in single assignment	\$222.33 <b><u>244.56</u></b>	\$31.76 <b><u>34.94</u></b>	\$209.51 <b><u>230.46</u></b>	\$29.93 <b><u>32.92</u></b>	\$209.51	\$29.93

<b>Effective December 17, 2022</b>						
	<b>Certificated</b>		<b>Non-certificated</b>		<b>Associate</b>	
	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>
Short Term	146.65	20.95	137.89	19.70	137.89	19.70
Long Term	208.89	29.84	196.85	28.12	196.85	28.12
Long Term >45 days in single assignment	229.78	32.83	216.53	30.93	216.53	30.93

- B. A substitute who is employed to replace a unit member who is a less than full-time unit member shall be paid the same percentage of the rate of pay for a short-term substitute teacher. A short-term substitute will receive a minimum of one-half (1/2) of the short-term substitute rate of pay when the unit member substitutes for a teacher whose regular schedule is full time.
- C. A substitute who is employed to replace a unit member who is a less than full-time unit member shall be paid the same percentage of the rate of pay for a long-term substitute teacher. Once a substitute has achieved long term status in an assignment, they shall be entitled to be paid the long-term rate, beginning with the first day of the assignment. If a long-term substitute teacher has a break in service that exceeds the contractual limits and returns to substitute for the same teacher, the rate of pay will revert to the short-term rate of pay.

- D. Long-term substitutes, having worked forty-five (45) days in the same assignment, shall be paid ~~ten~~ **fifteen** percent ~~(10%)~~ **(15%)** higher than the regular long-term rate for the remainder of the assignment.
- E. Each substitute teacher will be paid on the payday two **(2)** weeks following the end of the pay period. Substitutes will have direct deposit of their paychecks. Substitute paychecks shall include the dates, school names, and hours worked for that pay period.
- F. If two **(2)** short-term substitute teachers arrive at school for the same regular classroom teacher, the substitute with the job number assigned by the ~~Central Substitute Assignment~~ **Substitute Employee Management System (SEMS)** will perform the absent educator's duties. The substitute who is not assigned to the absent classroom teacher's duties may **opt to accept another open job at that worksite or** decide not to work and, therefore, will receive no wages.
- G. **A substitute arriving at a worksite with the job number of a specific assignment will have the right to work that assignment if it is still available. If the substitute is offered an alternative assignment, the substitute will have the option to accept or reject it. Should the substitute reject the opportunity to change assignment, the substitute will continue in the original assignment and no adverse personnel recording or action may be taken as a result of that decision.**
- H. **A substitute who is obliged by ill-health or family emergency to cancel one or more assignments through the SEMS or by other means shall not be barred from further service as a substitute.**
- I. ~~G.~~ Substitute teachers shall be eligible for participation in the Outdoor Education program, if selected by the principal.
- J. ~~H.~~ Substitutes in secondary schools will be compensated at the "Class Coverage Rate" (see Article 21, Section I) for each period that they are called upon to provide emergency class coverage during their scheduled planning time. Volunteers will be called upon first.
- K. ~~I.~~ Any substitute teacher who works a minimum of **forty-five (45) days, i.e., three hundred fifteen (315) hours**, during a semester shall receive a bonus of **one thousand dollars (\$1000)** ~~\$450~~ at the conclusion of the semester. Any substitute teacher who works a minimum of **twenty-five (25) days, i.e., one hundred seventy-five (175), hours** during a semester shall receive a bonus of **five hundred dollars (\$500)** ~~\$250~~ at the conclusion of the semester. These bonuses shall not be additive.
- L. ~~J.~~ Priority consideration will be given to qualified substitutes applying for A-D Salary Schedule jobs.
- M. **Permanent Substitute Program. MCPS and MCEA acknowledge that there are higher-than-normal teacher and substitute shortages. The**

**specific terms for substitute teachers selected to participate as a permanent substitute will be:**

- 1. Substitute teachers hired to fill these positions will be guaranteed, in writing, work for a full day for every planned school day. The particular school to which the substitute teacher is assigned will be determined by MCPS based on its assessment of where the need is greatest, which may change from day-to-day. MCPS will make every effort to take into consideration the substitute teacher's preference for school assignment but reserves the discretion to assign the substitute as needed.**
- 2. Substitute teachers working in these positions will be treated for the duration of their participation as a permanent substitute as if they were "Long-term > forty-five (45) days in single assignment" substitutes in all respects, and will be paid at that rate for their relevant salary category (Certificated, Noncertificated Bachelor's Degree or Higher, or Associate Degree) from the date of their first assignment.**
- 3. A permanent substitute unit member will be compensated as if they had worked the entire day when schools are closed or delayed because of inclement weather or other emergency reasons.**
- 4. MCPS and MCEA shall work together to identify professional development opportunities for permanent substitutes beyond the requirements found in Article 4. Professional development taken outside of regular duty hours that is required by MCPS of participants shall be paid at the "Long-term > forty-five (45) days in single assignment" hourly rate for their relevant salary category (Certificated, Noncertificated Bachelor's Degree or Higher, or Associate Degree). Professional development taken outside of regular duty hours that provides important content or skill enhancement, but is not required by MCPS, shall be paid at the rate of twenty dollars (\$20) per hour.**
- 5. A permanent substitute who wishes to exit the program shall make every effort to notify OHRD at least twenty-four (24) hours in advance of their intended last day in the program. A substitute who exits the program shall no longer be eligible for the provisions identified above.**

**Article 8 Authorized Absences**

- A. All substitutes will accrue leave based upon all applicable laws including but not limited to Federal law, COMAR, the Maryland Healthy Working Families Act, and the Montgomery County Sick and Safe Leave Law.

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

## **Article 9 Supplement**

**Article 2**—School Board Authority

**Article 3**—Association Rights & Privileges

**Article 4**—Negotiation Procedure

**Article 5**—Grievance Procedure

**Article 7**—General

**Article 10**—Positive, Safe, and Orderly School Learning Climate

**Article 11**—Physical Environments

**Article 12**—Personal & Academic Freedom

**Article 13**—Security of Staff, Students, and Property

**Article 14**—Sections C–E, Section F—New Curriculum (for long-term substitutes only)

**Article 22**, Section E—Mileage

**Article 23**, Section G—General Liability

**Article 23**, Section H—Tax Deferred Annuities and Deferred Compensation Plans

**Article 24**, Section G—Representation Fee

**Article 32**—Miscellaneous

The above-referenced articles and sections shall apply herein.

### **Article 10 Duration**

This Agreement shall be for the period beginning ~~February 23, 2021~~, **July 1, 2023** and ending June 30, 2022 **2026**. ~~The parties agree to limited negotiations related to Article 7, Salaries during the FY21 of this agreement, the results of which will apply to the second year of this agreement. The reopener shall commence on February 1, 2021 and shall be addressed in an expedited fashion.~~