

Article 7: General

A. Definitions

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

1. **Board**—The Board of Education of Montgomery County.
2. **Association**—The Montgomery County Education Association, or MCEA.
3. **Unit**—
 - a) This unit shall include all full-time and part-time employees occupying positions listed in Appendix A of this Agreement and all other similarly situated positions now and in the future, excluding:
 - 1) The positions of superintendent and those persons designated by the Board of Education to act in a negotiations capacity pursuant to the public school laws; and
 - 2) Employees denominated or functioning as directors and assistant directors, supervisors and assistant supervisors, administrative assistants, coordinators, principals, and assistant principals, administrative interns, and elementary principal trainees, and all other similarly situated positions now and in the future.
 - b) When the Board of Education wishes to move positions into the MCEA unit or out of the MCEA unit, such movement shall be subject to negotiations between the parties.
4. **Unit Member**—Any employee of the Board of Education who is a member of the unit, including substitutes and home and hospital teachers.
5. **Superintendent**—The superintendent of Montgomery County Public Schools or their designee.
6. **Negotiations Law**—Section 6-408 of the Education Article of the Annotated Code of Maryland.
7. **MCPS Service**—Service earned working in a permanent MCPS position in the bargaining unit, minus any military, transferred, or purchased service. Where unit members have identical employment dates, the dates they signed their individual employment contracts shall be determinative of seniority. If two or more unit members have the same date of signature, seniority shall be permanently determined by chance.
8. **Compensatory Time--Duties required outside a member's duty day. Compensatory time will not be taken during the student learning day.**
9. **Hourly Rate**—The hourly rate of pay shall be computed by dividing the daily rate of pay by eight (8) hours.
10. **Daily Rate** (per diem)—The daily rate of pay shall be computed as follows:
 - a) For all 12-month unit members— the unit member's annual salary divided by 260 or 261, depending on the Gregorian calendar.
 - b) For 10-month unit members— the unit member's annual salary divided by the number of weekdays from the first to the last day of the regular teacher work year.
 - c) For unit members working other than ten (10) month or twelve (12) month schedules:
 - 1) During the school year, as calculated by Article 7, Section A.9.b, including any supplements received by the unit member under Article 20.B, of the Agreement.
 - 2) Beyond the school year, the annual salary for a 10-month unit member on the unit member's step and grade, plus any supplement received by the unit member under Article 20. B, of the Agreement divided by 195.

11. **Classroom teacher— a person who holds an MSDE certificate and is employed in a position for which such a certificate is required and whose primary duty is the daily educational instruction of students.**
 12. **10. Temporary Employees—**
 - a) A temporary employee is one employed in a temporary non-continuing assignment in order to meet the needs of Montgomery County Public Schools. A temporary employee is normally not employed for a period exceeding six (6) months.
 - b) If a temporary employee serves in this same assignment in excess of seven hundred (700) hours in a school year, a position shall be included in the superintendent's next yearly budget request to cover that assignment.
 - c) An employee in a temporary assignment for which a position has been approved shall be employed on a regular contract and assigned to that position. After the position becomes permanent, the incumbent shall be entitled to the same benefits and protection as all other unit members in permanent positions in the bargaining unit.
- B. ~~The MCEA will print copies of the Agreement. The Board will~~ print and distribute a copy of the Agreement to each newly hired unit member. ~~MCEA will receive one (1) copy of the Agreement for each unit member and shall be responsible for distribution to each unit member. The parties will share equally in the cost of printing the Agreement. Each party will be given one thousand (1000) additional copies of the Agreement.~~ By August 15th of each year, MCEA will notify the Department of Labor Relations of the number of copies, not to exceed 1000, of the Agreement to be printed. The parties will share equally in the cost of printing the Agreement. The Department of Labor Relations will make available an electronic copy of the Agreement on the MCPS website.**
- C. Any written communication to be given by one (1) party to the other under this Agreement will be given by email, ~~telegram~~, registered mail, or regular mail, ~~or personally receipted mail~~. If given by the Board, said notice will be sent to the Montgomery County Education Association, 12 Taft Court, Rockville, Maryland 20850; and if given by the Association, such notice will be sent to the Board of Education of Montgomery County, 850 Hungerford Drive, Rockville, Maryland 20850. Either party may, by like written notice, change the address at which notice to it may be given.
- D. Procedures for Resignation
1. A **tenured** unit member wishing to terminate employment, or vacate their position, must give written notice to the Office of Human Resources and Development (OHRD) on or before July 15. A probationary unit member must provide such written notice no later than May 1, except that a probationary unit member hired on or after January 1 must do so no later than June 15. Except in cases of emergency, resignations with less than proper notice will be considered a breach of contract. **Employees seeking release for compassionate or emergency grounds may make such a request to OHRD prior to giving written notice of resignation.**
 2. **If any unit member resigns after the PAR panel recommendation is issued but before the Board of Education decides on the recommendation, MCPS will not automatically or routinely oppose unemployment compensation or unemployment insurance claims.**

3. **Unit members who resign in lieu of termination shall receive a formal letter from the Board of Education stating that a termination was recommended by the PAR panel, Superintendent, or Superintendent's designee, and include a date of separation.**
4. ~~2-~~Announcements will be made regarding the notice requirements in early April and late May through appropriate vehicles.
5. ~~3-~~The Department of Human Capital Management will monitor the receipt of resignations **and provide an acknowledgment to the employee of receipt by email.** If it is determined that any unit member has withheld submitting a resignation or any principal has advised a unit member to withhold resignation, the director of the Department of Human Capital Management will confer with the principal and appropriate ~~community~~ **associate** superintendent in the Office of School Support and Well Being regarding the matter.