

CONTRACT

Agreement between

**Montgomery County
Education Association**

And

**Board of Education of
Montgomery County**

Rockville Maryland

**for the
School Years 2018-2020**

TABLE OF CONTENTS

	Page
PREAMBLE	4
The Labor Management Relationship:	
ARTICLE 1 – Recognition	5
ARTICLE 2 – School Board Authority	5
ARTICLE 3 – Association Rights & Privileges	5
ARTICLE 4 – Negotiation Procedures	7
ARTICLE 5 – Grievance Procedure.....	8
ARTICLE 6 – Collaboration.....	12
ARTICLE 7 – General.....	20
Effective School Environments:	
ARTICLE 8 – School Quality & Improvement	23
ARTICLE 9 – Student Discipline & Behavior Management.....	31
ARTICLE 10 – Physical Environments	35
ARTICLE 11 – Personal & Academic Freedom	38
ARTICLE 12 – Security of Staff, Students, & Property	40
ARTICLE 13 – Instructional Materials & Supplies.....	42
Professional Growth System:	
ARTICLE 14 - Professional Development.....	43
ARTICLE 15 – Evaluations.....	53
Time for Teaching and Learning:	
ARTICLE 16 - Schedules & Work Load	56
ARTICLE 17 – Staffing.....	70
ARTICLE 18 – Assignments.....	73
Compensation:	
ARTICLE 19 - Salaries & Supplements	75
ARTICLE 20 - Extracurricular Stipends	84
ARTICLE 21 - Other Compensation.....	91
ARTICLE 22 – Insurance	95
ARTICLE 23 - Deductions from Salary	102
Human Resource Management:	
ARTICLE 24 - Voluntary Transfers.....	105
ARTICLE 25 - Involuntary Transfers.....	109
ARTICLE 26 - Transfers from Schools That Are Closing.....	111
ARTICLE 27 - 12-Month Positions.....	113
ARTICLE 28 - Part-time Positions.....	114

ARTICLE 29 - Procedures for Reduction in Staff.....	115
ARTICLE 30 – Leaves.....	117
ARTICLE 31 – Duration.....	139
Substitute Teachers' Contract:	
PREAMBLE.....	141
ARTICLE 1 – Recognition.....	141
ARTICLE 2 – Definitions.....	141
ARTICLE 3 – Collaboration.....	142
ARTICLE 4 - Professional Development.....	142
ARTICLE 5 - Schedules & Work Load.....	144
ARTICLE 6 - Working Conditions; Due Process.....	143
ARTICLE 7 – Salaries.....	143
ARTICLE 8 - Authorized Absences.....	145
ARTICLE 9 – Supplement.....	146
ARTICLE 10 – Duration.....	146
Home & Hospital Teachers' Contract:	
PREAMBLE.....	147
ARTICLE 1 – Recognition.....	147
ARTICLE 2 – Definitions.....	147
ARTICLE 3 – Collaboration.....	147
ARTICLE 4 - Professional Development.....	148
ARTICLE 5 - Working Conditions.....	149
ARTICLE 6 – Compensation.....	149
ARTICLE 7 – Supplement.....	150
ARTICLE 8 – Duration.....	151
APPENDIX A	
Unit Composition.....	152
APPENDIX B	
A Compact Regarding Respect.....	154
APPENDIX C	
Letter of Agreement on the Use of Feedback Data in the Professional Growth System	158
Letter of Agreement Regarding Staffing, Transfers and Hiring for High Schools that are Restructuring	159
Letter of Agreement on Paperwork Reduction	162
INDEX	163

PREAMBLE

The parties to this Agreement believe that a quality education is a fundamental right of every child. All children can learn. We have the responsibility to preserve the right of all students to succeed and to promote success for every student. We further recognize and greatly appreciate the extraordinary commitment of all school employees and the efforts they make every day to meet the needs and promote the interests of students. We dedicate ourselves to a shared commitment to the four goals of MCPS as expressed in *Our Call to Action: Pursuit of Excellence*.

A Compact for Collaboration

This negotiated Agreement was created using an interest-based bargaining process between Montgomery County Public Schools and the Montgomery County Education Association. It is much more than a contract that describes the wages, hours, and working conditions of the unit members covered by it.

School systems across the country that have made progress in improving the quality of teaching and learning—the key to improving student performance—have done it by creating a culture of ownership and participation by teachers and other staff in the development of strategies for improvement. We believe that a culture of ownership must include supportive, collaborative relationships among teachers, principals, and other staff, and structures that facilitate institutional collaboration.

MCPS is committed to creating organizational structures and processes that solidify the collaborative relationship between MCPS and the teachers' representative organization, MCEA, so that all parties will work together to do what is best for students.

This Agreement describes a relationship of collaboration being forged between the teachers' union and the school system, dedicated to the continuous improvement of the quality of education in Montgomery County Public Schools. "Continuous improvement" in an educational setting vests employees closest to the work done with students with the shared responsibility to decide how that work is to be done. For the union, taking responsibility for the improvement of the quality of teaching and learning represents an expanded role in public education. For the administration, nurturing a partnership with the union dedicated to the improvement of instruction, schools, and the school system has become a priority.

In effect, this Agreement becomes a compact that defines how we work together in the interest of students. We commit to work together to obtain and/or realign resources necessary to implement the goals and concepts described throughout this Agreement.

**ARTICLE 1
RECOGNITION**

A. The Board recognizes the Association for purposes of negotiation as the exclusive negotiating agent for all unit members with regard to all matters relating to salary, wages, hours, and other working conditions.

B. The Association recognizes the Board as the legally constituted body required by the State of Maryland, providing that the Board of Education of Montgomery County shall perform the functions of county boards of education as provided by state law and shall have power to adopt bylaws for regulation and administration of schools within the county not inconsistent with state law and not in violation of the current negotiated Agreement.

C. The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in all the relations necessary in the administration of this Agreement.

D. 1. The Board of Education of Montgomery County shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement unless there is a substantial business or professional reason for so doing.

2. In addition, if the Board is contemplating subcontracting any bargaining unit work, the Association shall be given sufficient advance notice of such plans so that they shall have ample opportunity to meet with the Board before such a decision is put into effect.

**ARTICLE 2
SCHOOL BOARD AUTHORITY**

The Association recognizes that, subject to the provisions of this Agreement, the Board of Education and the superintendent of schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibility to control, supervise, and manage the Montgomery County Public Schools under applicable law, rules, and procedures.

**ARTICLE 3
ASSOCIATION RIGHTS & PRIVILEGES**

A. There will be no reprisals of any kind taken against any unit member because of the unit member's membership or non-membership in the Association or participation in any of its legal activities.

B. The Board of Education and the superintendent agree to meet with the Association's Board of Directors at mutually agreed upon times to discuss matters of interest and concern. The

Association's Board of Directors will submit items to be included on the agenda five working days prior to the meeting.

C. The Association's Board of Directors will meet with the superintendent at least once a month during the term of this Agreement to review and discuss matters of mutual concern and the administration of this Agreement.

D. 1. Association officers and/or representatives will be permitted to draw on a bank of 500 full paydays in each year of this Agreement. Such leave will be granted in accordance with the current procedures established by the superintendent.

2. If negotiation meetings between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will have their leave charged to the Association's leave bank to permit their participation.

3. The Board will grant up to two hundred and fifty (250) days of Union Business Leave for use by MCEA members who are elected as representatives to the Annual Convention of the Maryland State Education Association (MSEA) for purposes of participating in the Convention, in years when the Board schedules the Friday of the Convention as an instructional day.

E. 1. The president of the Association will be granted leave during the term of this contract.

2. The president of the Association will, on a fully reimbursable 12-month employment basis at no cost to MCPS, be paid by the Board and covered under the appropriate retirement plan and the employee benefit package plan.

3. The president of the Association will have the right to receive step increases as provided by the policies and procedures of the Board of Education, which will be the same as if the president had remained in the position from which leave was granted. Upon return to MCPS employment, the president will be granted credit on the salary schedule for the term of this Agreement. Sick leave may not be used or earned while on leave.

F. The Association will be emailed a copy of the official Board agenda prior to each meeting and a copy of the Board minutes after their approval by the Board.

G. 1. The Association will have the right to use school buildings for any legal purpose without cost for meetings with the faculties of such buildings. In addition, the Association may schedule meetings of more than one school faculty or their representatives in school buildings, without cost, when building services staff is normally on duty, one or more times per month. Any damage in excess of normal wear will be paid for by the Association within 30 days. Nonpayment will result in abrogation of this Section of Article 3.

2. There will be one bulletin board of appropriate size reserved for the Association in each work site for displaying notices, circulars, and other material. Copies of all materials to be posted will be given to the building principal, but no approval will be required prior to this posting. Use

of the bulletin board to display material detrimental to the goals and activities of MCPS is expressly prohibited.

3. Use of the interschool mail facility is authorized to distribute official Association material. Printed materials or literature indicating MCEA's position concerning any candidate for public office may not be distributed through the interschool facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Use of the interschool mail facility will be in accordance with procedures established by the superintendent. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.

4. The Association will be provided with the names and addresses of all new unit members as they are contracted.

H. The privileges granted in Sections D through L of this Article will continue unless the Association strikes.

I. The Association will be provided with an hour during the orientation program for newly employed teachers to use for Agreement orientation.

J. The Association will have online access to the annual directory without cost to the Association, and 50 copies of each issue of the Advocate will be provided without cost to the Office of Employee Engagement and Labor Relations.

K. The Board agrees to include the Association's headquarters as a regular interschool mail stop provided that MCEA complies with MCPS regulations on this subject.

L. Except for Section F, the rights and/or privileges granted to the Association in this Agreement will not be granted to any other unit member group or employee organization as defined in Section 6-401(b) of the Education Article of the Annotated Code of Maryland during the term of this Agreement, except as may be required by law.

ARTICLE 4 NEGOTIATION PROCEDURE

A. 1. Twelve months prior to the expiration of the Agreement, the parties will meet to establish negotiation procedures. Such procedures shall include, but not be limited to: meeting dates and times, locations, limitation on the number of team members, consultants and/or facilitators, and/or observers, tentative Agreement procedures, expense sharing of third party neutrals, and procedures for joint union bargaining (if agreed upon). The parties may also discuss and establish other procedures.

2. The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties either jointly or independently.

3. This Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.

4. The Board of Education will not select unit members covered by this Agreement for its negotiating team nor will it select unit members covered by this Agreement to be in its negotiations group.

B. Impasse Procedures

Should either party determine an impasse exists, the procedures as provided for in Section 6-408 of the Education Article of the Annotated Code of Maryland relating to impasse shall be followed.

C. 1. **FULL AGREEMENT.** It is agreed and understood by the parties hereto that this Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Section 6-408 of the Education Article of the Annotated Code of Maryland and that this Agreement shall be given full force and effect by said parties for the entire term thereof.

2. **FISCAL AUTHORITY DECISIONS.** If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. Any resolution jointly reached through renegotiation will constitute the final Agreement between the parties. In the absence of agreement the Statute and any relevant interpretive decisions will control.

ARTICLE 5 GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is hereby defined to mean a dispute concerning the meaning, interpretation, or application of any of the provisions of this Agreement except where this Agreement states otherwise.

2. A grievant is the person or persons making the claim.

3. A party in interest is the person or persons making the claim and any person who might be required to take action or the person or persons against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may occur in the administration of the Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate member of the administration. Such grievance may be adjusted without intervention of the Association, providing that the adjustment is not inconsistent with the terms of this Agreement. The Association shall be notified and/or provided the right to be present any time an adjustment is made as a result of the informal level discussion to ensure consistency with the Agreement.

3. The Association can grieve on matters with respect to the general application of any clause in the Agreement to the unit as a whole or with respect to association rights and privileges as set forth in Article 3.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the superintendent and the Association and shall be stated in writing. In the event a grievance is filed at such time that it would not normally be processed through all the steps in this grievance procedure by the end of the school year, the parties shall attempt to process such grievance prior to the end of the school year.

2. No grievance shall be initiated more than 15 duty days after the cause thereof has occurred or been discovered.

3. The grievant may be represented by himself/herself at the informal level or may request that MCEA (MCEA staff or building representative) be his/her representative. The grievant shall be represented by an MCEA representative at Level One and above.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the superintendent and the Association, and will be given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Grievance meetings and/or hearings shall normally be scheduled before or after the unit member's duty day unless otherwise agreed to by the parties.

6. When it is necessary for a party in interest to attend a grievance hearing during the school day, the Association will assume one-half the cost of a substitute if one is employed.

D. Informal Process

A unit member with a grievance will first discuss it with his/her principal or immediate supervisor. The objective of this first meeting will be the informal resolution of the matter. An Association representative may be present at this informal level of the procedure and if chosen as his/her representative under Article 5, Section C.3, shall represent the grievant.

E. Formal Process

1. **Level One**—If the grievance cannot be resolved informally, the grievant will be required to present to the principal or other appropriate official his/her grievance in writing on the proper form within 15 duty days after the cause thereof has occurred or been discovered. If the grievance is not presented within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. The principal shall have five duty days to respond.

2. **Level Two**—If the aggrieved person is not satisfied with the written disposition of his/her grievance at Level One, he/she may file the grievance in writing with the Association within 10 duty days after the grievance was presented. Within five duty days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the appropriate associate/community superintendent if the Association determines that the grievance is meritorious. If the grievance is not referred to the appropriate associate/community superintendent within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. Within seven duty days after receiving the written grievance from the Association, the associate/community superintendent will meet with the aggrieved person for the purpose of resolving the grievance. The associate/community superintendent shall render a decision in writing within five duty days of the meeting held with the aggrieved person.

3. **Level Three**—If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may again file the written grievance with the Association within five duty days after a decision by the aforesaid administrator or ten duty days after the grievance was referred to the aforesaid administrator. Within five duty days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the superintendent if the Association determines that the grievance is meritorious. If the grievance is not referred to the superintendent within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. Within 10 duty days after receiving the written grievance from the Association, the superintendent shall review the record and render a decision in writing. The superintendent, or designee, may request information directly from any party of interest in the grievance if he/she felt that additional information was needed. Any such written information shall be shared with the other party.

4. Level Four–

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within five duty days after a decision by the superintendent request in writing that the Association submit his/her grievance to arbitration. If the grievance is not submitted to arbitration within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. If any question arises as to whether a grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will be ruled upon by the arbitrator before hearing the case.

b. The parties shall agree to a standing list of arbitrators who are mutually acceptable and who agree to be readily available. Cases appealed to arbitration shall be submitted to one of those arbitrators by mutual agreement of the parties.

c. If agreement on selection of a panel arbitrator cannot be reached, then within 10 duty days after such a written notice of a failure to agree, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

d. The arbitrator so selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue his/her decision not later than 10 days from the date of the close of hearings, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her. The arbitrator's recommendations will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without authority to make any recommendation beyond the terms of this Agreement. The recommendation of the arbitrator shall be binding upon both parties.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other expenses will be paid by the party incurring them.

F. Voluntary Pre-Arbitration Mediation

Either party may request grievance mediation when a case is appealed to arbitration. If both parties agree, the Federal Mediation and Conciliation Service's Grievance Mediation Program may be used. If the mediation does not result in a mutually satisfactory resolution, the case may proceed to arbitration.

G. Miscellaneous

1. No reprisals of any kind shall be taken by any party to this Agreement against any party in interest or any grievant.

2. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

3. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Association.

4. The grievant shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held. When a unit member is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

5. The Association may submit any intended class action grievance to the superintendent or designee and the superintendent shall rule within five duty days if any other administrator has the authority to resolve the grievance. If no other administrator has the authority to resolve the grievance, the superintendent or designee shall within 10 duty days from the initial submission of the grievance respond or the Association shall be free to seek arbitration of the grievance.

6. The parties shall develop a set of procedural guidelines for the conduct of grievance hearings.

H. Administrative Complaint Procedure

The administrative complaint procedure currently in use to process and resolve unit member complaints pertaining to matters not covered by this Agreement shall be continued.

ARTICLE 6 COLLABORATION

A. Introduction

MCPS is committed to creating organizational structures and processes that solidify the collaborative relationship between MCPS and the teachers' representative organization, MCEA, so that all parties will work together to do what is best for students.

We define collaboration as a process in which partners work together in a meaningful way and within a time frame that provides a real opportunity to shape results. The purpose of the process is to work together respectfully to resolve problems, address common issues, and identify opportunities for improvement. To be successful, the collaborative process must be taken seriously and be valued by both parties. The process must be given the time, personal involvement and commitment, hard work, and dedication that are required to be successful. The partners will identify and define issues of common concern, propose and evaluate solutions, and agree on recommendations.

B. The Board of Education and the superintendent agree to meet with the Association's Board of Directors at mutually agreed upon times to discuss matters of interest and concern. The Association's Board of Directors will submit items to be included on the agenda five working days prior to the meeting. The Association's Board of Directors will meet with the superintendent at least once a month during the term of this agreement to review and discuss matters of mutual concern and administration of this Agreement

C. Organizational Culture of Respect

The parties are committed to fostering an organizational culture of respect throughout the school system (see Appendix B for the entire document). This culture is built on the belief that all employees are essential for the school system to attain equity and excellence for all students. To accomplish this there must be a SYSTEMWIDE commitment to foster this organizational culture of respect and there must be accountability at all levels of the organization. The parties recognize this collective bargaining relationship is essential to enhance this culture. The organizational culture of respect is based on the following principles:

- Trust in each other and the process
- Use of collaborative and interest-based processes
- Recognition of every employee's contributions
- High expectations for all staff and students that are reasonable, clear, and transparent
- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in all our interactions
- Team building and working together as teams

The parties will work together to ensure all employees understand that in order to create this culture, all parties must take responsibility for their own behavior and follow these principles. Managers and supervisors must model this behavior, and all employees are expected to exhibit this behavior at all times.

One way to ensure this culture exists throughout MCPS is through the full implementation of the Teachers Professional Growth System. Professional development plans and employee recognition are important components of this system. In addition, all employees are expected to provide and receive feedback constructively and respectfully. There will be a commitment to resolving issues and problems at the lowest level possible without applying blame.

D. Commitment to Equitable Practices in the Workplace

The Board of Education and the Association are committed to equitable practices for the achievement of all students. Our commitment to equitable practices and diversity is reflected in the school system's core values and beliefs. In order to be successful, the parties expect all staff to respect individual and group differences and to recognize that diverse opinions, perspectives, experiences, and backgrounds help MCPS attain the high expectations we have for all students.

It is our shared responsibility to assume that each student and adult has unlimited potential and has the ability to achieve at high levels. Equitable practices require the commitment to high

expectations for all students and employees and the provision of supports that build capacity to meet the diversity of their needs. All employees are committed to cultural competence and positive relationships with all students, staff, parents, and community members, regardless of race, ethnicity, or background.

E. Collaboration among the Leadership of MCEA, Other MCPS Unions, and MCPS Leadership

1. The parties are committed to working collaboratively with representatives of the other employee organizations in a variety of structures and processes that have been created to address the priorities of MCPS. They include the following:

a. Associations/Deputy Superintendents/Chief Operating Officer (ADC)—A joint committee that provides for regular, ongoing discussions and decision making on matters germane to the employee organizations and management. The membership of ADC includes the president and executive director of each of the employee organizations, the deputy superintendent, and the chief operating officer. The charge of the ADC shall include but not be limited to the following:

- Discussing matters of mutual interest or concern
- Identifying opportunities to address shared interests
- Developing guidelines and processes for implementing collaboration throughout the school system
- Creating an organizational expectation for collaboration
- Identifying supports and resources to sustain collaboration
- Serving as a coordinating body and resource to facilitate the use of collaboration throughout MCPS
- Reviewing and assessing the effectiveness of collaboration between MCPS and the associations
- Determining how to align the three professional growth systems
- Resolving problems arising from the interpretation or implementation of collaborative decisions
- Supporting the implementation of the Organizational Culture of Respect throughout the system
- Identifying how decisions that are made with other employee organizations will impact unit members and how all parties will be involved in these decisions so that the impact of any decision will be known before the decision is made

- Discussing decisions that impact the members of multiple associations
- Working together to identify opportunities and initiatives to improve the wellness of MCPS employees
- Arranging for online publication of Time Impact Statements

b. Operating Budget Review Committee—A joint committee that reviews the operating budget requests from all offices and departments and makes recommendations for the MCPS operating budget to the superintendent. The membership of this committee will include the president and executive director of each of the employee organizations, the deputy superintendent, and the chief operating officer (COO).

c. Executive Leadership Team—The membership of the Executive Leadership Team (ELT) will include the president and executive director of each of the employee organizations, the deputy superintendent, the COO, other MCPS leadership. The charge of the ELT includes but is not limited to reviewing and updating the annual strategic plan; providing feedback on revisions to policies and regulations; setting SYSTEMWIDE targets; and reviewing data for the purposes of improvement, including current system research.

d. Joint Professional Learning Committee (JPLC) – A joint committee that provides for regular, ongoing discussions and monitoring of adult learning in MCPS, resulting in recommendations to the Superintendent. The committee will create a system-wide vision for ongoing and future professional learning that maximizes staff’s talents; proactively meets current and future workforce needs; addresses race, class, and implicit bias; and guarantees a quality educational experience for ALL students. The vision will articulate a focus on how professional learning enhances instruction and professional growth and improves the work lives and careers of all staff while enhancing MCPS’ ability to attract, develop, and retain a talented workforce.

- The membership of the JPLC will include the presidents (or designees) plus two (2) members from each employee organization and at least three key MCPS staff who are charged with the development and implementation of adult professional learning. Guests may be invited by the JPLC as needed without needing to alter the composition of the committee. The composition of the group may be expanded by mutual agreement of the parties. Members of this committee will have appropriate decision-making authority.
- The charge of the JPLC shall include but not be limited to the following:
 - Shape MCPS Professional Learning Program: Through the review of research, consultation with experts, benchmarking with other districts, and internal best practices, the committee will make innovative recommendations for the design, implementation, monitoring, and evaluation of ongoing, high quality professional learning for all staff based on student needs and system priorities.
 - Track Education Workforce Research and Trends: Identify innovative professional learning models based on current and future education workforce research and trends while addressing the needs of ALL types of employees in the system.

- Strengthen Stakeholder Partnership: Gather input and feedback from stakeholders in the development of a high-quality professional learning cycle and program offerings for all staff.
- Provide Value for All Staff: Make recommendations for the implementation of innovative and relevant professional learning opportunities to address the needs of staff, including an increased emphasis on entry-level workers, ~~at-risk~~ employees in transition, and early careers, through proactive job training and career support.
- Address Technology: Identify the different types of technology available to facilitate the charges above and ensure employees are trained to use them.
- Develop Communication Plans: Develop clear and comprehensive communication plans for all staff to understand the purpose, goals and outcomes of professional learning and its value in a self-renewing and continuously improving organization.
- Assess processes and programs: Assess the effectiveness of the adult learning initiatives, the use of technology, and the variety of programs offered, and make recommendations for revisions as necessary. The intent is to incorporate methods to evaluate and continuously improve professional learning in MCPS.

2. There are other committees in which the leadership of MCEA, MCPS management, and other employee organizations will work together to address the priorities of MCPS. They include the following:

- a. Collaborative Management Coordinating Committee (CMCC)—The parties are committed to working with the other unions to provide oversight for collaborative problem solving in MCPS. A multi-stakeholder committee will support the ADC with this work. The vice presidents of the three employee organizations will co-chair this committee. The job description of these three vice presidents will include the work of the committee as part of their ongoing duties and responsibilities. The initial work will be to develop an action plan to address opportunities to improve the coordination and alignment of the collaborative problem solving initiatives in MCPS. This committee also will monitor the implementation of the Alternative Dispute Resolution Program.
- b. Professional Growth System Implementation Teams—The leadership of each of the employee organizations is invited to be a member of each of the three implementation teams. The vice president of MCEA co-chairs the Teachers PGS Implementation Team and PAR Panel.

3. MCEA and the Board of Education also are committed to sustaining the relationships between the parties through committees that have been established in other parts of this agreement, such as the following:

- a. Labor Management Collaboration Committee (Article 6, Section F)
- b. Professional Growth System Implementation Team and Peer Assistance and Review Panel (Article 14, Sections B.1.b. and C.)
- c. Joint Employees Benefits Committee (JEBC) (Article 22, Section H)

4. The ADC also is committed to addressing concerns about schools and other worksites with climate issues. This commitment requires the parties to take appropriate steps to deescalate situations in schools or other work sites and to collaborate with representatives of the other unions and the appropriate MCPS office to resolve issues quickly at the lowest level possible. This may require providing resources and supports to schools and work sites to help them address their climate issues. In the event existing structures intended to resolve climate issues are not successful at resolving a specific situation, MCEA and MCPS shall meet to create a specific plan to address and resolve the situation.

5. The parties are committed to using annual surveys that provide important feedback to offices and schools. Such surveys are a helpful tool and will be used jointly by all parties to identify successful practices of an organization and provide opportunities to identify areas for improvement. These surveys should be considered important feedback.

There is an understanding from all parties that surveys are important and an expectation that they should be completed by all staff. Time will be provided during the workday for employees to complete surveys such as the current Gallup survey. The results of the surveys will enhance the effectiveness and efficiency of our work and contribute to strengthening student achievement. The questions on these surveys will be reviewed by all parties on a regular basis to be certain they are updated to reflect changes in the organization, new responsibilities, and new initiatives.

Unit members will have Web-based access to both summary data and specific item analysis for the Staff Survey of the School/Office Environment for their worksite, provided there was a sufficient response rate to report out valid data.

6. The Board is committed to the principle of employees having meaningful participation in decision making at all levels of our school system. To that end, the parties agree to the formation of a joint work group including all three MCPS employee unions and the administration to determine ways in which such participation can best be achieved in non-school based departments and offices. The findings of the work group shall be reported back to the ADC committee for final consideration.

F. Labor-Management Collaboration Committee

1. The parties agree to maintain and expand the use of the Labor Management Collaboration Committee (LMCC), a district-level joint committee that provides for regular, on-going discussions and decision-making on matters germane to union-management relations and, when appropriate, to the continuous improvement of instruction and school system operations. Each party shall identify at least four representatives, and no more than six representatives, as permanent members of the committee.

2. The overall charge to the joint committee shall include but not be limited to the following:

- Interpreting and administering the implementation of the negotiated Agreement

- Addressing Every Student Succeeds Act (ESSA) implementation matters that impact existing collective bargaining language, and more generally, working conditions not specified in the Agreement
- Discussing any matters of mutual interest or concern and reaching tentative agreements on issues in a timely manner
- Reviewing and assessing the effectiveness of collaboration between MCPS and MCEA

3. Contract Waivers – Any school leadership team that desires to waive a portion or section of this collective bargaining agreement shall first meet with the MCEA President or his/her designee and the appropriate Associate Superintendent from the Office of School Support and Improvement to discuss what the interest is in requesting such a waiver. Following this meeting, if the leadership team is still interested in pursuing a waiver, it is expected to follow an interest-based decision-making process to discuss the waiver request:

- The issue should first be clearly articulated
- The interests of the parties should be discussed
- Those interests that are shared should be identified
- The team should discuss different options and determine which options address the issue and meet the shared interests
- The team should determine if they can reach agreement on one option, and if they can, they should communicate this waiver request to the other unit members in the school and share their intent to submit the request to the LMCC.

The LMCC will ask representatives of the school leadership team to present their request at a LMCC meeting and describe why they believe it should be approved, the process that was followed, the interests that are being addressed, and the other options that were considered. The LMCC will deliberate following this presentation and may either make a decision at the time or request additional information so that the decision can be made at the following LMCC meeting. The waiver will be reviewed annually by the LMCC. Waiver requests that involve contract waivers for more than just the MCEA bargaining unit will be referred to the Associations/Deputies/Chief Operating Officer (ADC) Committee for review and decision.

4. The joint committee will have the following authorities:

- a. To establish temporary joint committees to address particular issues. Such committees will report back to the LMCC. The LMCC shall be authorized to establish the membership charge and the tasks of these committees as well as discontinue the joint committees when their work is completed, task forces. The LMCC will review recommendations and implementation plans for final decisions.
- b. To clarify language and meaning, correct contradictions or inconsistencies, and remove outdated language. Recommendations for such changes or corrections to

the Agreement shall be subject to internal ratification and approval procedures of MCPS and MCEA.

- c. To resolve problems arising out of the interpretation or implementation of collaborative agreements and decisions. Where resolution is not possible within the LMCC, the LMCC is authorized to involve a third party facilitator or other problem-solving process to help the parties reach agreement.
 - d. The committee will develop ground rules that will guide its deliberations.
5. The LMCC will consider the following collaborative venues determined by the parties to be of high priority.
- a. **Councils on Teaching and Learning**

The Councils on Teaching and Learning (CTL) continue to provide school-based unit members an opportunity to discuss, collaborate with MCPS staff and communicate about MCPS initiatives related to curriculum, assessment, instruction, and staff development. The representatives on the CTL will provide the perspective of teachers at each grade level and in each subject discipline. They will participate with MCPS representatives in collaborative problem-solving regarding matters germane to curriculum and staff development. They will communicate regularly with their constituency groups for feedback, input and suggestions on how to improve instruction through the use of curricular tools and professional development activities. All formal staff surveys administered by CTLs will be jointly developed with MCPS and survey results will be reviewed jointly by CTL leadership and MCPS staff before being distributed. Any new systemwide assessments will be presented to and discussed with the CTL prior to any final decision on implementation.

b. Non-School-based Collaboration Committees

The LMCC will develop processes and guidelines for providing non-school-based unit members with the same access to collaborative and shared decision making as their school-based colleagues. To accomplish this, the LMCC is responsible for creating and providing oversight to non-school-based collaboration committees. These committees are charged with holding ongoing discussions and engaging in collaborative problem solving on matters of interest and concern. Each collaboration committee is expected to be representative of and accountable to staff and involve staff in the decision-making process.

1) The appropriate supervisor and the MCEA representative will work together to arrange a reasonable amount of time for the staff to meet and select the members of the collaboration committee.

2) When a collaboration committee forms, administrators and unit members on the committee will have an opportunity to participate in training jointly provided by MCEA and

MCPS. The committee may request additional training, facilitation, and other forms of assistance from MCEA and MCPS. Such requests will be made to the LMCC, which will arrange for the requested support.

3) The collaboration committee will establish a regular meeting schedule which it will submit, along with the names of all members, to MCEA by September 30 of each year.

4) The Montgomery County Association of Administrators and Principals will be requested to designate both school-based and non-school-based administrators to each collaboration committee.

5) The English for Speakers of Other Language (ESOL), Montgomery County Infant and Toddlers Program (MCITP), and special education collaboration committees will be charged with developing recommendations on time and workload issues unique to their stakeholders for consideration by the LMCC.

c. Resource Teacher and Resource Counselor Meetings

Resource teachers and resource counselors meet regularly with leadership of their subject area to discuss matters of mutual concern. These meetings should focus on information about the strategic priorities of the school system and discussions about the expectations and targets for each school and the strategies that should be implemented to ensure that all schools and all groups of students in each school successfully meet these expectations. The agenda for these meetings should be developed collaboratively and the meetings will be chaired by the appropriate central services supervisor. These meetings should use collaborative problem solving strategies to ensure that school-based leadership staff are engaged in critical decision making. There is an opportunity at these meetings for school-based leadership to provide feedback to the subject/content leaders and there should be feedback loops to ensure that school-based leaders are informed about what happened with their input. The resource teacher meetings also are an opportunity to provide training and support to resource teachers to build their leadership capacity.

6. During the term of this agreement, the committee will consider the following collaborative projects determined by the parties to be of high priority.

a. The Labor Management Collaboration Committee will discuss systemic structures and processes that engage school-based staff in decision making about the strategic direction and priorities of MCPS. This should begin with authentic representation of school-based staff in these processes. These processes will include how offices listen and learn from school-based staff and gather feedback about new initiatives or changes in programs or curriculum. This feedback will be gathered at the local school level through focus groups, surveys, or other processes. There needs to be an opportunity for those who provided feedback to know what is being done with the feedback and what decisions have been made.

b. A technology committee will be established to address the ongoing needs and concerns of school-based users. The committee will advise and support the Office of the Chief Technology Officer (OCTO) in defining and developing technology solutions that will streamline

administrative processes, save time, and improve operations. This advisory group will represent a diverse range of perspectives, grade levels, and types of teaching positions. The committee will initiate work with staff from OCTO, along with school administrators, to prioritize and define the requirements for a number of time-saving and operational effectiveness opportunities.

c. The parties agree to establish a committee to consider all of the issues and implications related to establishing online courses for students during the regular school day. This will include issues related to assignments and compensation.

d. The parties agree to examine and make recommendations as to how to best recruit and retain highly qualified teachers at high need schools. The Board further agrees to commit money for the purpose of piloting the recommendations agreed to by the parties. If the parties cannot agree on recommendations for a pilot, MCEA and MCPS will meet to negotiate how the money could be used to support high need schools.

ARTICLE 7 GENERAL

A. Definitions

The following list of terms will be used frequently in the Agreement, and when they are used 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 the Montgomery County Public Schools or his/her designee.

6. **Negotiations Law** – Section 6-408 of the Education Article of the Annotated Code of Maryland.

7. **MCPS Service** –MCPS service equals 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. **Hourly Rate** – The hourly rate of pay shall be computed by dividing the daily rate of pay by eight hours.

9. **Daily Rate (per diem)** – The daily rate of pay shall be computed as follows:

a. For all 12-month unit members – unit member's annual salary divided by 260 or 261 depending upon the Gregorian calendar.

b. For 10-month unit members – 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 10-month or 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 19, Sections B.1 through B.5, 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 19, Sections B.1, B.2, B.3, B.4, or B.5, of the Agreement, divided by 195.

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 months.

b. If a temporary employee serves in this same assignment in excess of 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 distribute a copy to each newly-hired unit member. MCEA will receive one 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 1,000 additional copies of the Agreement.

C. Any written communication to be given by one party to the other under this Agreement will be given by telegram, registered mail, 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 unit member wishing to terminate employment, or vacate his/her position, must give written notice to the Office of Human Resources and Development 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.

2. Announcements will be made regarding the notice requirements in early April and late May through appropriate vehicles.

3. The Department of Recruitment and Staffing will monitor the receipt of resignations. 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 Recruitment and Staffing will confer with the principal and appropriate community superintendent in the Office of School Performance regarding the matter.

ARTICLE 8 SCHOOL QUALITY AND IMPROVEMENT

The parties agree that schools and those who work in them are at the heart of improving teaching and learning. We expect each school continuously to renew itself, explore innovative approaches and build the capacity of staff to improve the achievement of our students. The parties recognize the needs of students we serve, and are interested in collaboratively exploring new and innovative approaches to the work, which are aligned with the assumptions below:

The parties agree on the following assumptions about school quality and improvement:

- Decisions about teaching and learning must involve those closest to the teaching and learning process within each school community.
- The school is where people make a difference in the daily life of each student. Each school community has the best information and is in the best position to craft appropriate and effective strategies to improve student learning.
- A continuous improvement philosophy takes the traditional pyramid of leadership and decision making and turns it upside down. Central office positions and departments work to serve the interests and meet the needs of those in schools. In schools, administrators and support staff strengthen the learning process by providing supports to teachers to meet the needs of students.
- Strategic and planful innovation is required to meet student learning needs at both the school and system level. Transforming schools and systems to best meet the 21st century educational needs of students requires creative thinking and a focus on problem-solving.
- Within each school, the critical process of learning takes place in the classroom. Continuous improvement should ensure maximum support for our classroom educators by empowering them with the appropriate authority and responsibility to make decisions that will improve teaching and learning.
- The emphasis on authority, responsibility, and support for the classroom can best be accomplished by collaboration and shared decision making in schools. Collaborative school-based shared decision making brings people together who then share responsibility for needed changes and accountability for results.

A. Staff Involvement in Decision Making

We believe collaboration is a core value of Montgomery County Public Schools (MCPS) and at the same time, we believe time is a valuable resource in effective teaching and learning. The parties agree educators need a balance of both individual planning time and collaborative planning time in order to meet the needs of students effectively.

Schools and those who work in them are at the heart of improving teaching and learning. Each school is responsible for continuously renewing itself and building the capacity of its staff to improve the achievement of its students. Decisions about teaching and learning must involve those closest to the teaching and learning process within each school community. Each school community has the best information and is in the best position to craft appropriate and effective strategies to improve student learning.

The emphasis on authority, responsibility, and support for the classroom can best be accomplished by collaboration and shared decision making in schools. Collaborative school-based decision making brings people together who then share responsibility for needed changes and

accountability for results. In order to accomplish this, each school should have a leadership structure that includes the following:

- Principal, Elected Faculty Representative, Elected Support Representative Team
- School Leadership Team
- Other Teams, Departments, and Committees

It is expected that schools will follow guidelines that have been developed for each type of team. It also is expected the school leadership teams will utilize self-assessment tools to determine how effectively they are operating. In addition, school leadership teams are expected to ask for support when these assessments indicate there are opportunities to improve the effectiveness of the operations of the teams and the decision-making processes in the school. There is a commitment to provide this support when it is requested.

1. Principal and Elected Faculty Representative(s)

It is important that the elected faculty representatives and the principal of each school form a team that works together to enhance the collaborative decision-making processes in the school. At the beginning of each year, they meet and agree how they will work together, and this information is shared with staff in the school for their agreement and understanding. It also is suggested that they meet at least once a month. These meetings provide an opportunity to discuss the school climate and address issues that are of concern to school staff.

The expectations of the elected representatives and these teams include, but are not limited to the following:

- The elected faculty representative(s) are expected to be members of and participate on the school leadership team.
- The elected faculty representative(s) establish a feedback and input loop with unit members to identify interests and issues that are important to them.
- These interests and issues will be shared with the principal. The elected faculty representative(s) and the principal will discuss them and determine how and in what venue they should be addressed and to identify topics that are important for the leadership team to address.
- The principal and elected faculty representative(s) identify communications plans for sharing important information with staff about school system or school-based decisions and to communicate decisions, resolutions, and actions that have been taken.
- The team participates in MCPS training offered, including interest-based decision making training, to build capacity to operate effectively.

2. School Leadership Teams

- a. Every school leadership team is expected to operate collaboratively, be representative of and accountable to staff, and involve staff in decision making. The leadership team is the core group that has primary responsibility for collaborative decision making with the

administration on the instructional program. It is critical for the team to utilize Facilitative Leadership and Baldrige processes and structures in decision making. MCEA unit members on the team may include resource teachers, team leaders, content specialists, classroom teachers, and others designated by the principal. The leadership team will include the elected faculty representative. In order to build the leadership capacity of all team members and to distribute leadership across the team, MCPS and MCEA strongly encourage school leadership teams to frequently rotate roles such as meeting facilitator, agenda setter, and note-taker, etc. The leadership team will develop a process by which the agendas are collaboratively developed by the leadership team members.

School leadership teams will be engaged in decision making about the following:

- (1) Curriculum, assessment, and instruction
- (2) Professional development
- (3) Behavior management and discipline policies
- (4) School improvement plans, including the analysis of school and student performance data to be used to improve student achievement
- (5) Scheduling that affects the whole school
- (6) School-wide interventions for groups of students
- (7) Local school processes for grading and reporting, parent communication, including expectations for online communications, and other tasks that enhance student learning.
- (8) Expectations for the work that grade-level, content, and other school teams will accomplish
- (9) Creation and evaluation of central holding or dismissal plan.

b. Communication and Openness

School leadership teams will operate in an open manner and their decision-making processes will be communicated to all staff. The elected faculty representative and other MCEA unit members on the leadership team serve as a communicators and liaisons with the school's faculty. Meetings of school leadership teams should be open to any interested staff as observers. Leadership teams should design and implement two-way communication between staff and leadership teams.

As part of the collaborative process, and to increase investment and ownership in decisions, the school leadership team will be responsible for gathering input from all faculty (for example, using online surveys and Baldrige processes such as energy votes, focus groups, etc.) for use in making decisions surrounding the areas identified in A.1.a.

The leadership team is responsible for the following:

- Discussing issues/topics as a leadership team

- Discussing issues/topics with teams and/or departments
- Engaging in effective decision-making processes that provide all stakeholders a voice
- Reporting such findings from teams/departments back to the leadership team in writing
- Utilizing findings/data from teams/departments to inform the decisions of the leadership team and reporting back to the faculty about how the feedback factored into the process.

c. Ensuring Collaborative Decision Making

School leadership teams are expected to be knowledgeable about the nature of decision-making in their school, and implement best practices of shared/distributive leadership that will include the following:

- Establishing a shared vision
- Balancing the emphasis among results, relationships, and processes
- Increasing investment and ownership of decisions
- Creating and implementing an action plan
- Engaging in effective decision-making processes in order to facilitate agreement
- Building capacity of stakeholders
- Building leadership capacity
- Celebrating individual and group successes

School leadership teams also will be responsible for gathering data annually to review the effective functioning and efficiency of the leadership team as well as other teams, department, and committees in the school. One or more self-assessment instruments will be provided to leadership teams to assist them with this assessment. This self-assessment information should be provided to the school staff as well as the community superintendent and the MCEA UniServ director. If the leadership team determines that there are opportunities to improve the operations of the teams and the decision-making processes in the school, a conference will be held to consider options for supporting the school.

- d. School Leadership Teams will have access to training that is provided by the School Leadership Team Institute, including training in collaborative decision-making, interest-based approaches to problem solving, facilitation, effective meetings, and team development. The ADC will work to assure that all leadership teams have access to this training.

e. Leadership teams which would benefit from support in collaborative, decision-making, and representative processes and systems may request support from the Collaboration Management Coordinating Committee.

f. **Staff Representation**

Each school shall have one elected faculty representative for every 75 MCEA unit members, or portion thereof, in the school.

g. **Information Report**

Each principal will submit to the Office of School Support and Improvement at the beginning of each school year the title of the team, a complete roster of team members, and the frequency of meetings. OSSI will provide MCEA with a copy of this information.

h. **School Triad Team**

Each school shall have a school Triad Team (Triad) which includes the principal, Elected SEIU Representative (ESR), and Elected Faculty Representatives. The purpose of the Triad is to form a team that regularly works together to enhance the collaborative processes and collaborative decision-making at the school. Records of the Triad Committee meetings shall be maintained at the school and shall include Triad decisions, resolutions, action steps and/or other communiques to staff. Such material shall be available to the union and the administration upon request.

3. Grade-level and Department Teams and Committees

School leadership teams will identify the goals of the work that needs to be accomplished by teams/departments and committees, within the context of school improvement.

- Expectations and parameters outlined for teams, departments, and committees should be collaboratively established between teams and school leadership. This should include who may attend meetings, what needs to be accomplished through the meetings and what information will be communicated between stakeholders.
- Teams, departments, and committees will determine, in accordance with Article 16, Section C.7
 - How the work gets accomplished, including but not limited to agendas, action items, communication of the work to stakeholders.
 - When and where they will accomplish this work,
 - Who needs to attend individual meetings to support this work, including but not limited to the media specialist, staff development specialist, reading specialist, and math content coach.

These decisions are contingent on teams being able to meet the expectations identified by the school leadership team.

- When teams are unable to accomplish the work as identified by the school leadership team, the principal or designee will provide the team with written feedback regarding concerns with the work of the team and determine
 - when they will accomplish the work,
 - who needs to attend individual meetings to support this work, including but not limited to the media specialist, staff development specialist, reading specialist, and math content coach .
 - how the team will communicate its progress to stakeholders.

Every effort will be made for the principal and the team leader to agree on the timeline of supports and intervention by administration for the purpose of having the team return to governing the work themselves as quickly as possible.

4. Effective Use of Collaborative Time

For collaborative time to be effective, the parties agree it should have the following characteristics:

1. CONTENT -

A clear focus on student learning, which could take one of the following forms:

- Collaborative planning around both subject content and/or pedagogy
- Application of qualitative and quantitative data to drive planning, with a focus on
- students who are struggling and have not met benchmarks, 2) students who are meeting benchmarks, and 3) students who are exceeding benchmarks
- Creation of common formative assessments as a team
- Looking at student work, utilizing a rubric
- Building instructional capacity of staff and being engaged in professional development to improve practice.

2. PROCESS –

Collaborative and shared leadership, which should include the following:

- The development and implementation of ground rules for the meeting
- Identified roles and responsibilities for each person
- Agendas jointly developed by the team (best practice to develop at the end of each meeting for the next meeting)
- A safe environment in which each member expresses his/her thoughts
- Assignment of work prior to the next meeting, and the allocation of time to accomplish such identified work on an individual basis

- Evaluation of the meeting, and revision of practice based upon evaluation.

3. DYNAMICS –

Mutual trust and respect, which should take into account the following characteristics:

- The expected behaviors identified in the School Climate Compact
- The expected behaviors identified in the Organizational Culture of Respect Compact
- A commitment to address issues and not personalize concerns
- Active listening in order to retain an open mind to others' ideas
- A commitment to each other that it is alright to make mistakes and to learn from them
- To be empathetic to the feelings of others.

Groups that meet should evaluate their operations in relation to the above-referenced characteristics on an on-going basis. If assistance is needed, it is expected the School Leadership Team will work with the team to supply that assistance.

Given that time is a finite resource, it is expected the School Leadership Team will seek to make efficient use of all collaborative time within the building, taking advantage of technology when appropriate. Examining what might be communicated electronically through email, web video, shared documents, or social media is the responsibility of the School Leadership Team.

B. Shared Responsibility for Student Achievement and Student Improvement

1. The parties agree on the following assumptions:

a. **At the district level**, the Board of Education and Executive Leadership Team are responsible for encouraging, modeling and sustaining a culture necessary to support the shared responsibility for student achievement. They must continually articulate core values, reinforce the vision, and demonstrate their commitment to a new way of doing business. The continuous improvement process requires that the central administration of the school system supports the needs of students and those who work in classrooms and schools. They are responsible for providing the resources that are needed at the school and classroom levels, and also the resources required for the planning, critiquing, and assessment of the work of teaching and learning.

b. **At the school level**, administrators and the staff as a whole are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving and for using a wide range of data so that an environment conducive to analysis and improvement is created.

c. **At the classroom level**, teachers are accountable for the instruction they deliver and the classroom environment they create within which every student can succeed. Teachers implement the curriculum aligned with established measures of performance and international,

national, state, and local standards. The individual teacher receives training in obtaining and interpreting student data and will have the responsibility to use this data to examine his or her classroom strategies and systems.

2. The Board of Education, administrative and supervisory staff, and teaching staff are ultimately held accountable by the public for student performance.

3. Standardized test scores provide data that are useful as measures of progress or indicators of deficiencies in a school or a classroom. However, test scores alone cannot constitute a judgment, in and of themselves, about the performance of a teacher or the success of a school. The most important use of test data is to contribute to analysis and problem solving for school, teacher, and student improvement.

4. MCPS administration and the Board of Education have a responsibility to work collaboratively with MCEA, and vice versa, to ensure that standardized test scores and other assessment measures are used as tools for the improvement of teaching and learning, not simply as ends in themselves.

C. Staff Involvement in District Interventions to Improve Performance

When MCPS intervenes in a school to provide intensive assistance to improve performance, school staff will participate in the intervention and improvement process.

1. The deputy superintendent will notify MCEA when an intensive intervention is needed.

2. MCEA will collaborate with MCPS in developing intervention plans for individual schools to ensure staff ownership of the improvement process

3. MCPS will provide a reasonable opportunity for all unit members to participate in developing an improvement plan that addresses the problems identified by the profile data.

4. The principal, school leadership team, staff development teacher, and the Office of School Support and Improvement (OSSI) will work to ensure that the school's plan for professional development is integrated with and driven by the improvement plan and is communicated to all staff.

5. The OSSI will facilitate ongoing communication with MCEA and with the entire staff throughout the process of developing a new direction/improvement plan for the school.

6. Schools identified for Comprehensive or Targeted Support and Improvement shall have unit members on required school-based teams who are elected by the unit members at the school.

D. Effective Human Relations Program

Schools and school staffs must take proactive steps to advance an environment of high expectations and mutual respect. The Board and MCEA affirm our commitment to preparing all

students to live and work in a global multicultural world and to fostering an atmosphere where all members of the community feel they are an integral part of the educational process.

1. The Board and MCEA agree to establish, maintain and support productive and harmonious working and learning environments for staff and students. The parties agree that acts of disrespect, insensitivity, bias, harassment, verbal abuse, physical violence or illegal discrimination toward any person will not be condoned.

2. There shall be no discrimination by the Board or MCEA against individuals because of race, color, gender, religion, ancestry, national origin, marital status, age, sexual orientation, or disability. The parties also agree that good human relations are a high priority for effective school environments.

3. Human relations are the personal and group dynamics that promote respect for the rights and integrity of each individual and recognition of the value of each group as an important part of the community. Positive human relations are a vehicle to promote access, equity, and equality of opportunity for all.

4. Each unit member shall be responsible for establishing and maintaining an educational atmosphere which is inclusive, bias-free and welcoming, and one in which students can develop attitudes and skills for effective, cooperative living, including—

- respect for the individual regardless of race, color, national origin, religion, gender, age, marital status, socio-economic status, intellectual ability, sexual orientation, or disability;
- respect for cultural and language differences;
- respect for personal rights of others; and
- respect for the right of others to seek and maintain their own identities with dignity.

ARTICLE 9 STUDENT DISCIPLINE & BEHAVIOR MANAGEMENT

A Guiding Principles

1. MCEA and the Board agree that all children should receive the respect, encouragement and opportunities they need to build the knowledge, skills, and attitudes to be successful, contributing members of a changing global society. The maintenance of an educational environment conducive to these opportunities for growth and learning is the joint responsibility of MCPS employees, students, and parents.

The basis for creating an effective, safe, and nurturing learning environment comes from the establishment of a school climate in which every adult within the school community feels a responsibility for creating opportunities for every child to grow and learn.

All students can learn and we have a responsibility to insure that all students do learn. Our instruction is rooted in the belief that there are no true differences in ability based on gender, culture, language, economic, or family status. There are individual differences in students and teacher talents, learning styles, and experiences which need to be addressed in designing effective instruction and school environments.

2. The following standards for effective school environments should guide the work of all MCPS staff in their classrooms, workplaces, and school communities. These standards represent a synthesis of more than 20 years of research and documented experience on the effect of school quality on student learning. Effective school environments—

- have high and rigorous standards for what students should know and be expected to do;
- promote active, multicultural, gender-fair, ability-sensitive, developmentally appropriate learning;
- use instructional methods and organize schools and classrooms to create environments that support learning;
- provide safe, respectful, and affirming environments for all;
- actively involve families and other members of the community in helping students succeed; and
- provide useful feedback to students, families, staff, and the district about student learning.

B. Comprehensive Approaches to Student Discipline and Behavior Management

1. It is the responsibility of each MCPS school, through its leadership team, to design and implement a consistent, comprehensive plan for managing student behavior as a whole school community.

2. All adults within the school environment serve as role models for children. The ways adults model consistency, fairness, dependability, clarity of standards and expectations, and conflict resolution have a profound impact on the ways students grow, learn, and change.

3. Effective implementation of comprehensive school behavior management plans may require a redefinition of the roles of pupil service professionals and other staff. These staff members might participate in the design of school behavior management plans; consult with staff on effective techniques and interventions; assist in the integration of social skills, conflict resolution and problem-solving concepts into instruction and curriculum; and work with individual staff and students to respond to behavior problems and crises.

C. School Discipline Policies

1. Each school shall annually develop and adopt a local school discipline policy with the involvement of all school community stakeholders and in accordance with the existing

MCPS policy on Student Rights and Responsibilities. The development of the school discipline policy will be coordinated and ratified by the school leadership team and will include engagement of stakeholders such as parents and students when appropriate. All members of the faculty and administration must be consulted about the development of the policy prior to its implementation.

2. MCEA and the Board agree that consistent use of the Student Code of Conduct is vital to maintaining a safe, secure, effective school environment for learning. The parties encourage schools to incorporate conflict resolution strategies and student participation in the implementation of discipline policies. Accordingly, the parties agree to encourage that programs such as restorative practices, peer mediation, and conflict resolution be incorporated into the discipline policy and into school practice.

D. Classroom Behavior Management

1. The classroom teacher-student relationship is the key to effective management of student behavior. Teachers must have high standards and expectations for what students are expected to know and do, and communicate these to all students and families. Students must be encouraged to share responsibility for their own learning. When instructional decisions are based on students' learning styles, diversity, needs, experiences, and rates of learning, students are more likely to manage their own behavior, develop self-discipline, and participate respectfully in the learning process.

2. To the extent permitted by law, all unit members shall be given any information reasonably available to MCPS showing that students they teach or service have a record of violent acts or other documented chronic problems in school. The teacher shall take reasonable steps to understand the nature of the problem, work with the student in a professional manner, and consult with other staff and, where appropriate, family members.

3. Unit members are expected to have and use appropriate behavior management skills. Unit members who are experiencing difficulty in classroom management impacting upon student discipline and learning should receive assistance from MCPS and/or MCEA. Assistance may include a range of professional development opportunities, such as courses, reading, mentoring, observation of well-managed classes, videotaping and feedback, and/or consultation with colleagues.

E. Dealing with Disruptive Students

1. A unit member may retain a disruptive student after school on the same day that an incident occurs if the unit member notifies the student's parent or guardian by telephone or other means and obtains permission. If permission is not obtained, the student will normally fulfill his/her obligation to meet after school with his/her classroom teacher the following school day, and the unit member will attempt to inform the parent or guardian.

2. When a student's behavior seriously disrupts the instructional program to the detriment of other students, a unit member shall have the right to temporarily remove that student from class.

The unit member will use a written referral form when referring a student to a school administrator or his/her designees.

3. A unit member may temporarily remove a student exhibiting disruptive behavior from class. The unit member may request that the student not be readmitted to that class until the unit member has had an opportunity to confer with the administrator (or other persons specified by the local discipline policy), or with colleagues on a grade level or department team. Such a request must be made in writing on a standardized discipline referral form which lists reasons for removal of the students. If mutually satisfactory steps in accord with the school's comprehensive behavior management plan do not result from this conferring, the principal may, after consultation with the classroom teacher, schedule another conference involving the parent(s), other administrators, and/or a member of pupil services staff. The principal will make the final decision regarding the student's return to class and will confer with the teacher regarding the decision. Any change to a student's behavior management plan will be communicated to all impacted teachers.

4. In order to protect the student and/or others, physical restraint may be used by a unit member in an extraordinary case of breach of discipline to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. The unit member shall inform the principal at once of such an action and shall make an accurate, written account of it, within 24 hours, if possible.

5. Suspension, expulsion, or removal of students shall be made in compliance with Board policies.

F. In-School Alternatives for Disruptive Students

1. When a disruptive student is removed from a classroom, the school's comprehensive behavior management plan should be utilized to provide the most effective intervention within the school for that student with the goal of changing that student's behavior.

2. In the context of the comprehensive school plan, appropriate staff, parents, and students when appropriate, will design individual plans to improve student behavior. Alternatives to suspension should be utilized whenever possible.

3. When feasible within the constraints of a school's facilities and staff, schools may consider alternative structure rooms or programs as a consequence for specific student behaviors. The assignment to alternative structure would depend on the needs of each student.

4. Rooms for students with disciplinary problems of the nature to warrant their removal from class will be staffed in senior high schools by employees of another unit. In mid-level schools and as budget permits, such rooms and staffing will be supplied. In the event of an emergency, unit members will be required to supervise those rooms.

G. Alternatives for Chronically Disruptive Students

When a local school determines that a student's actions are chronically disruptive and exceed the resources or skills of a local school staff to change his/her behavior, the Board shall attempt to

provide for that student an alternative educational program. Alternative programs can provide a positive learning experience for students who have not been successful in regular school programs due to problems such as delinquency, truancy, substance abuse, domestic violence, or chronically disruptive behaviors.

H. Information, Data Collection, and Analysis

Effective schools use timely and on-going assessments of data to plan improved programs for students. In the context of data-driven continuous improvement, school staffs are encouraged to collect and analyze data regarding behavioral referrals, alternative interventions, and disciplinary actions, and use this analysis to assist in understanding the causes of behavior problems and in designing effective behavior management systems. Within legal and MCPS guidelines and policies regarding confidentiality of student information, unit members will have access to this information for their local school. Uniformity in such data collection will be enhanced by the implementation of the MCPS Student Information System.

ARTICLE 10 PHYSICAL ENVIRONMENTS

A. Health and Safety

1. The Board and MCEA agree that it is our common interest to achieve, maintain and, if necessary, restore healthy and safe physical environments in all MCPS schools and facilities so that all staff, students and parents can learn, teach, and support learning and teaching.
2. To achieve this goal, the following principles are agreed by the parties:
 - a. Conserving energy is every MCPS employee's responsibility.
 - b. The costs of creating a healthy school are more than offset by life cycle savings in maintenance, operation, building life and reduced workers' compensation and other liability costs.
 - c. Healthy and safe schools, particularly with regard to indoor air quality, should be achieved by proactive operating and maintenance practices, not in reaction to complaints.
 - d. Good indoor air quality is essential to teaching and learning. Standards must be appropriate for adults and children. When there is doubt, MCPS should provide a margin of safety for children, whose vulnerability is greater.
 - e. All health and safety complaints should be addressed and resolved expeditiously, at the lowest possible level, and to the extent possible, full disclosure concerning the complaint's resolution should be provided to the complainant.

3. **Joint Health and Safety Committee**

- a. There shall be a systemwide joint health and safety committee composed of an equal number of representatives appointed by each party.
 - b. The joint committee shall be empowered to hear any health and safety issue brought to its attention by either party. Unit members may bring concerns based on any of the principles listed above or on other health and safety issues. The committee shall make recommendations to correct unsafe and/or unhealthful conditions, including the expenditure of funds to make those corrections. Concerns and complaints, which remain unresolved after committee recommendations have been issued, will be referred directly to the chief operating officer who, within 30 duty days of receiving a complaint, shall investigate and render a final and binding decision.
 - c. Health and safety complaints shall not be subject to the grievance procedure in Article 5. Unit members are not precluded from exercising any rights they may have under federal and state laws to seek outside review of alleged violations, and are encouraged to inform the school system when exercising such rights.
4. The parties agree that Federal and State Occupational Safety and Health Laws will be adhered to.
 5. **Indoor Air Quality Inquiries** – Unit members who are experiencing problems with the indoor air quality in their workplaces may request an investigation and appropriate relief by using the mutually established process for an Indoor Air Quality Inquiry, Investigation, Report, and Review (MCPS Forms 230-23, 230-24, and 230-25). The administration shall respond in accord with the timelines established therein at each stage of the process. Failure to do so may be appealed only through the administrative complaint procedure.

B. Thermostat Control — Decisions over when conversion to heating or air conditioning occurs are based on a number of factors. Schools will be notified of their HVAC conversion dates in a timely manner. The principal, in consultation with the Quality Management Council, or designated school decision-making process, may request earlier or later conversion dates. Such requests shall be honored to the extent possible.

C. Facilities

1. The Board shall keep schools reasonably and properly equipped and maintained. Where such facilities or capabilities are not immediately practical and possible, effort will be made to progress toward these objectives as quickly as possible.
2. As the budget permits, each school should have the following facilities or capabilities:

- Unit members should have access to phones, electronic-mail, voice mail, the Internet, and computerized teaching resources.
 - Clean and serviceable equipment within classrooms for teaching and learning, including desks and chairs for all teachers, filing cabinets, and storage space.
 - Access to printing and copying machines at each school for reproduction of teaching materials.
 - Appropriately furnished and equipped (and air-conditioned) employee lounges and rest rooms for staff; and, when space is available, a separate staff dining area.
 - Adequately ventilated and temperate (fully air-conditioned and heated) classrooms throughout the school year.
 - Adequate amounts of employee parking in safe, well-lit lots.
 - A direct communications link from each classroom, including portable classrooms, to the office for reporting crises and getting help. Where such facilities are not immediately practical and possible, effort will be made to progress toward this objective as quickly as possible. Each direct link shall be kept in good working order and shall be appropriately staffed to ensure response to reports of crisis.
 - Itinerant related service providers (e.g. occupational therapists, physical therapists, and psychologists) should be provided access to an appropriate workspace that is suitable for the service.
3. The parties agree to pursue creative private/public partnerships that would help meet these facility goals.
 4. In order to permit freedom of access both during and after regular school hours, all unit members of that building will, as needed for their work, be provided access to the lounge, teachers' workrooms, and through interior hallway gates. Upon request, subject to approval by the principal, unit members may be provided temporary access to an outside door in their area of the building during nonschool hours.
 5. When a speech and hearing room is provided, every reasonable effort will be made to make it available for the exclusive use of the speech and hearing therapists during their assigned times in a school.
 6. When a school building or rooms are used during the evening for any instructional or meeting activity, the facilities shall be properly cleaned and maintained before the

opening of the building for the regular school session. Any violations of this section shall be processed through the administrative complaint procedure.

7. All future classrooms shall be air-conditioned and all existing non-air-conditioning classrooms shall be air-conditioned as soon as funds permit.
8. Each school will provide a place for unit members to make official confidential telephone calls in private.
9. Every effort will be made to provide unit members with a quiet and, when needed, private work area for planning and other related duties.
10. The parties recognize that moving between classrooms and work locations is a necessary part of school district operations. Providing as much notice as possible when a unit member must move is a goal that the district and association share. When it is deemed necessary for a unit member to move, unit members will be provided the opportunity to discuss the move and the reasons for it. To the fullest extent possible, support will be provided to assist unit members with moves. This includes, but is not limited to, activities such as: transporting instructional materials, moving furniture, handling of special equipment, and set up. Appropriate moving materials and supplies will be available to unit members.

ARTICLE 11 PERSONAL & ACADEMIC FREEDOM

- A. The personal life of a unit member shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the unit member from properly performing his/her assigned functions during duty hours or violate local, state, national, or common law, or be prejudicial to his/her effectiveness in his/her teaching position.
- B. Religious activity, political activity, marital, or parental status shall not be grounds for discrimination for professional employment or promotion, providing said activities do not violate state, local, national, or common law, or are not prejudicial to the unit member's effectiveness in his/her teaching position. The Board and the Association agree that they will not take any action against any unit member because of his/her participation in religious, political, or teacher organization activities conducted outside duty hours and off school property.
- C. Each unit member recognizes and accepts his/her obligation to support the goals of education and to foster respect for the heritage of democratic values.
- D. The Board and the Association, believing that academic freedom is basic to the attainment of the educational goals of the Montgomery County Public Schools, agree that:
 1. Unit members shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in their courses, particularly in relation

to controversial subjects, within such limits as may be imposed by relevance to the course, the level of maturity and the intellectual ability of the students, and the time available. Unit members shall permit freedom of expression on those topics that are matters of opinion so that students may weigh alternate views and make up their own minds. Students shall be encouraged to examine, analyze, evaluate, and synthesize the information available to them before drawing conclusions in order to develop as fully as possible their capacities for rational judgment. Unit members shall strive to promote tolerance for the opinions of others and respect for the right of all individuals to hold and express differing opinions.

2. A unit member does not have privileged status by virtue of his/her position to make statements that are libelous, slanderous, or that violate the civil rights of others.
 3. A unit member may express his/her own opinions in regard to political, social, and religious values or issues provided that the total presentation is essentially balanced and fair. He/she shall not use his/her professional contacts with students to further his/her own political aims or those of any individual or group.
- E. No unit member shall be disciplined without proper cause. If a remedy exists under Article 6, Section 202 of the Education Article of the Annotated Code of Maryland, it is understood that actions taken under that article and section are not subject to the grievance and arbitration procedure in Article 5 of this Agreement. For the purpose of this paragraph, discipline shall be defined as including reprimand and warning notices.
- F. Unit members may be placed on administrative leave with pay pending investigation of misconduct or possible criminal conduct—
- when a unit member is considered to be a danger to others or self;
 - when there is reason to believe that a sensitive investigation might be tainted;
 - when it is determined that administrative leave is in the best interest of the unit member;
 - or
 - when there is a danger of disruption to the educational process of the school system.

The Office of Human Resources and Development will work with teachers on administrative leave to find temporary alternative assignments when it is in the best interest of unit member and the school system. During the course of an investigation, the Office of Human Resources and Development will regularly update the appropriate MCEA representative as to the status of the case.

A unit member will be entitled to have an Association representative present when the unit member is to be disciplined.

- G. Unit members who claim administrative harassment, intimidation, and reprisal may seek relief through administrative complaint, and where appropriate, the Diversity and Training Unit, the Employee Assistance Program, or the Office of Ombudsman.

- H. The protections afforded under this Agreement to speech and academic freedom will be applied equally to information posted on school computer networks.

ARTICLE 12
SECURITY OF STAFF, STUDENTS, AND PROPERTY

- A. The right of individuals to protect themselves and others consistent with the law shall not be denied to unit members as a condition of their employment.
- B. The Board will take precautions to prevent theft, damage, and/or other types of vandalism on Board property. All unit members have the responsibility to develop in students habits of good citizenship and good behavior. All unit members share responsibility to work with students to reduce vandalism.
- C. Unit members shall exercise responsibility for the following:
1. Adequate supervision of pupils in all parts of the building during duty hours and during assigned supervision of school-sponsored student activities, reporting and preventing vandalism, willful waste of materials, supplies, utilities, or other school property, and aggression toward any individual.
 2. Supervision of the movement of pupils in the school building and in their activities on the school grounds.
 3. The security of the school, and Board property provided for school use, particularly the classroom and its contents, and the conservation of utilities, materials, and supplies.
- D. The Board will put its full support behind the policies it adopts in matters of discipline, disruptive and/or unauthorized visitors. The Board and the unit members recognize a mutual responsibility for the enforcement of such policies.
- E. Any case of assault on a unit member by other than another unit member shall be promptly reported by the unit member to his/her immediate supervisor. This report will be forwarded to the superintendent or designee who will comply with any reasonable request from the unit member for information in his/her possession relating to the incident or the persons involved.
- F. In the event a unit member is charged with personal liability arising from acts or omissions he/she committed within the scope of his/her employment, he/she will be provided legal representation for his/her defense and will be fully indemnified against any monetary judgment or fine levied against him/her by a court or administrative body. It is understood that liability protection for employees is provided by a combination of legal immunity recognized by Maryland law and MCPS participation in a self-insurance pool as allowed under Maryland law.

Where the unit member is charged with personal liability in relation to the duties and responsibilities of his/her assignment as prescribed by the Board of Education, he/she will be protected by the MCPS liability policy, Article 22, Section G, and he/she will receive all the legal assistance provided by that policy.

G. Interventions in Fights

1. Unit members in every school in the county may intervene in any fight or physical struggle which takes place in their presence in any school building or on the school grounds, between or among students or any other persons. The degree and force of the intervention shall be as reasonably necessary to restore order and to protect the safety of the combatants and surrounding persons.
2. A unit member who incurs injury while thus intervening shall be compensated by the Board for necessary medical expenses resulting directly from the intervention and shall not suffer any loss of compensation for time lost from his/her school duties resulting directly from the intervention, but such compensation shall be reduced by any payments made pursuant to the Workers' Compensation Law.
3. In any suit or claim brought against the unit member because of the intervention, as provided for in Subsection 1 herein, by a parent or other claimant of one of the combatants, the Board shall provide legal counsel for the unit member and shall save him/her harmless from any award or decree against him/her.

H. Personal Injury

1. When a unit member is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment as used and defined in workers' compensation, the unit member will be paid his/her full salary, less the amount of any workers' compensation award made for temporary disability due to said injury for the period of such absence. No part of such absence will be charged to the unit member's annual or sick leave. For purposes of this section, full pay shall be as defined in Article 30, Section E, Workers' Compensation Leave.
2. The Board will reimburse a unit member up to a limit of \$15,000 for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of the unit member's employment except injuries covered by Section G above.
3. In cases of assault on a unit member, the provisions of Article 30 (Leaves), Section E (Workers' Compensation Leave), shall apply.

I. Property Damage

1. In the event that a unit member has any clothing or other personal property, with the exception of motor vehicles or their contents, damaged or destroyed as a result of

his/her enforcement of school regulations, or in the performance of other school duties, the Board of Education will reimburse the unit member for such loss up to an amount not to exceed \$900. Where a claim for damage or destruction of personal property is based upon the performance of other school duties, reimbursement will not be required if possession of the personal property for which reimbursement is claimed was not reasonable or proper under the circumstances, or if damage or destruction was caused by the negligent or wrongful act of the employee.

2. Damage to a unit member's motor vehicle will be reimbursed up to the level of his/her motor vehicle insurance deductible not to exceed \$100 provided that the unit member can produce the proof that his/her motor vehicle was damaged as a result of his/her enforcement of school regulations.

ARTICLE 13 INSTRUCTIONAL MATERIALS & SUPPLIES

- A. The Board will budget funds to the superintendent and staff to provide for the purchase of new and/or replacement textbooks, library books, other instructional materials, supplies, and equipment of sufficient quality and quantity to support the instructional program both during the regular school year and in summer school programs.

The Board agrees to submit in its budget request for FY 18 through FY 20 no less than the dollar amount provided on a per pupil basis in the FY 15 through FY 17 budgets, respectively.

1. Instructional materials and supplies will be funded to maintain the present rate and to provide for increases in rate as needs indicate and as budget funding will allow.
 2. The various programs of instruction supported by the Board will be funded according to purposes and needs.
 3. At the time of initial allocation of the materials of instruction funds, a report to the principals of how these funds are allocated will be provided by the superintendent to the schools.
 4. Summer school materials and supplies shall be funded in addition to the regular school allocation. An additional allocation will be made for summer school laboratory courses.
- B. Distribution of those materials of instruction funds allocated on a per pupil basis shall be based on the projected enrollment for the school year with the final allocation of these funds based on the actual enrollment on September 30.
 - C. Unit members using personal funds to purchase materials and/or supplies with the advance approval of their principal or immediate supervisor will be reimbursed for the amount of the purchase upon submission of an appropriate receipt. Unit members cannot be required to spend personal funds for classroom materials or supplies.

D. New Curriculum – The parties agree that bargaining unit members will not be required to implement new curriculum if

1. detailed outlines (including common tasks or required summative assessments, and a list of required readings) with timelines are not provided to the teachers at least two weeks prior to the beginning of the semester during which the curriculum is scheduled to be taught, or
2. the MCPS curriculum materials for a unit are not available to teachers who are expected to teach it at least two weeks before the unit is scheduled to be taught.

ARTICLE 14 PROFESSIONAL DEVELOPMENT

A. Developing and Retaining Highly Qualified Teachers

MCEA and MCPS agree that quality teaching is a complex job that requires knowledge, skill, preparation, and commitment. To be effective with a diverse and challenged student population, teachers need a significant repertoire of skills, strategies, and practices derived from research about teaching and student learning and the knowledge to match these skills to student instructional needs.

We acknowledge that incentives may be needed to encourage highly qualified teachers to join or remain in the workforce at our high needs schools. One of the best incentives for teachers is to understand that they will be joining a professional learning community, working with colleagues who are willing and able to collaborate with them and support their growth. MCEA and MCPS recognize the significant leadership that teachers provide in the improvement of instructional practice and school quality. Teachers work collaboratively with colleagues and administrators to design job-embedded professional development which is focused on student achievement, their own professional growth, and the advancement of their profession. We will develop and encourage innovations in professional development and teacher leadership that allow our best teachers to lead and coach colleagues for educational improvement.

Lastly, we acknowledge that National Board for Professional Teaching Standards Certification—the teaching profession’s highest distinction—is one of the ways that educators can demonstrate accomplished teaching. We commit to developing a support system that will encourage and sustain applicants and reward recipients of National Board Certification.

Improving student learning and achievement is the goal for all educators as teachers, principals, and other administrators collaboratively plan professional development. All training and development activities are directly aligned to support student outcomes and system goals. The best strategy for improving teaching and learning is building the capacity of a school to function as a learning community in which professional development is job-

embedded and is supported with sufficient time and resources. This comprehensive professional program, collaboratively designed, implemented, and assessed, becomes the cornerstone of all district operations.

B. Professional Development Collaboration

1. The Professional Growth System

The parties commit to maintain the comprehensive professional growth system that has been jointly designed and implemented.

Through the Professional Growth System (PGS), MCPS and MCEA aspire to achieve the highest performance possible of every student and educator by raising the quality of instruction in the schools. The Professional Growth System acknowledges that peers provide valuable support in establishing and expanding good teaching practices.

a. Elements of PGS

The Professional Growth System is a multi-dimensional approach to supporting and improving the quality of teaching in MCPS. The essential elements of the system are as follows:

- (1) Standards for performance;
- (2) Training for evaluators and unit members;
- (3) A professional growth cycle that integrates the formal evaluation year into a multi-year process of professional growth;
- (4) A job-embedded professional development program utilizing best practices of professional growth, such as school-based staff development teachers;
- (5) Time to allow teachers to participate in professional development activities during their work day.

b. Governance of PGS Implementation

The Professional Growth System is governed by the collaborative PGS Implementation Team that includes representatives of MCEA, the MCPS Office of Human Resources and Development, and the MCPS Office of School Performance. Ongoing program evaluation of this complex initiative will continue through the PGS Implementation Team, a multi-stakeholder team that designs and oversees the collaborative program evaluation of the PGS and makes recommendations for improvements in the system.

The role of the PGS Implementation Team is to problem solve around issues related to the entire professional growth system. If changes need to be made to the evaluation component, including the instrument, and processes, changes shall not be made without following the procedures set out in Article 15.

c. PGS Handbook

The Professional Growth System is described in detail in an official handbook that is written by the PGS Implementation Team and reviewed and revised by the Implementation Team annually.

d. Reflection on Teaching and Learning in a Professional Learning Community

Intrinsic to the concept of continuous improvement is self-reflection on knowledge, skills, strategies, and practices. Observations by others are supportive of this reflection. All teachers may be observed formally and/or informally at any time. During professional development years, formal observations are not required. However, administrators, resource teachers (RTs), middle school content specialists, or interdisciplinary resource teachers (IRTs) are expected to do a minimum of two informal observations each professional development year in order to be familiar with teachers' classroom practices.

Recognizing that each professional staff member must constantly seek ways to improve his/her effectiveness, a program of 360-degree feedback will be implemented for all unit members. This practice of 360-degree feedback will include classroom teachers, counselors, media specialists, pupil personnel workers, and other unit members working with students by students; and assistant principals and principals by teachers. All feedback will be confidential and for the sole use of the unit member seeking the feedback. Unit members are encouraged to share the results of the data and their plans for improvement with those individuals who have participated with them in the feedback process.

C. Peer Assistance and Review Program

1. MCEA and MCPS agree to jointly operate a Peer Assistance and Review (PAR) Program. The PAR Program is a mechanism for maintaining systemwide quality control and ensuring that all MCPS teachers responsible for teaching students are functioning at or above the high MCPS standards of performance. It provides intensive assistance for any teacher who has not yet achieved that standard or who falls below acceptable standards. Assistance and review are provided to both experienced MCPS teachers in need of significant improvement and teachers in their first year of teaching.
2. The PAR Program shall operate in accord with the procedures enumerated in the Teacher Evaluation Handbook. PAR operational guidelines will be established by the Panel, in accord with the Handbook.
3. The PAR Program shall be run by a PAR Panel. The Panel shall consist of at least 12 members appointed by the superintendent, an equal number being teachers recommended by MCEA, and school-based administrators recommended by MCAAP.

4. The PAR Program has consulting teachers who provide instructional support to novice teachers (teachers new to the profession) and those not performing to standard.
5. The parties agree to design and oversee jointly evaluation of the PAR Program.
6. PAR is, by definition and design, a collaborative effort between MCEA and MCPS. In the event that one of the parties determines that the PAR Program fails to live up to the purposes and collaborative principles for which it was established, the PGS Implementation Team will meet with the superintendent and the president of MCEA to review options and attempt to address concerns. If consensus cannot be reached, MCEA can discontinue its involvement in the program with 90 days' notice. MCPS may continue to fund positions in the budget associated with the evaluation system, but it may not refer to the program as PAR.

7. PAR Panel Recommendations

a) Probationary Teacher

If the PAR Panel recommends contract nonrenewal for a probationary teacher, the teacher will be given the opportunity to appear before the PAR Panel. If the teacher chooses to appear before the PAR Panel, the principal also will be given the opportunity to present information to the PAR Panel. If the PAR Panel affirms its original recommendation for nonrenewal, that recommendation is forwarded to the superintendent. A majority vote of the PAR Panel shall be required to overturn its preliminary recommendation and uphold the teacher who has submitted the information.

b) Tenured Teacher

If the PAR Panel recommends contract termination for a tenured teacher, the teacher will be given the opportunity to appear before the PAR Panel. If the teacher chooses to appear, the principal also will have the opportunity to present information. A majority vote of the PAR Panel shall be required to overturn its preliminary recommendation and uphold the teacher. If the PAR Panel affirms its original recommendation for dismissal, that recommendation will be forwarded to the superintendent. Tenured teachers retain due process rights afforded them by the MCEA collective bargaining agreement and/or state law.

8. Rights and Responsibilities of Teachers in the PAR Program

- a) Nothing in this Article or the PAR Program shall diminish the rights granted to teachers under Section 6-202 of the Education Article of the Annotated Code of Maryland, relative to suspension and dismissal, and the right to appeal such personnel actions.
- b) MCEA unit members participating in the PAR Program, as consulting teachers or as members of the PAR Panel, shall be indemnified and held harmless by the Board against any and all claims arising as a result of their actions within the scope of their duties.

D. Professional Development

1. **Principles**—Professional development is the process by which educators individually and jointly enhance and update their knowledge of curriculum, content, and process, and improve their instructional skills and strategies. Enhanced professional development increases effectiveness, builds confidence, morale and commitment, and subsequently, the ability to improve the quality of education of all students in MCPS.

The parties agree on the following assumptions about professional development:

- Successful professional development programs, activities and plans must be focused on student learning and achievement.
- Professional development should be continuous, focused on research-based best practices, and include job-embedded opportunities.
- School climates that promote professional learning and growth provide opportunities for collaboration and dialogue around student and teacher work for the purpose of improving student achievement.
- The professional learning community is responsible for collegial growth and support with the understanding that professionals have each other's best interest at heart.

2. Choice of Professional Development Activities

Professional development can take many forms, depending on the Professional Development Plan (PDP) of the individual educator. Examples of professional development options are provided in the PGS Handbook. MCEA unit members, in collaboration with their administrators and staff development teacher, will determine the forms of professional growth and development appropriate for meeting the goals of the PDP.

3. Graduate Coursework for Professional Development

Tuition Reimbursement Program

The Board agrees to provide a tuition reimbursement program for full-time and part-time unit members who complete graduate courses that enable them to continue their professional development and to maintain or increase their skills as education professionals in their employment with MCPS.

Unit members may request tuition reimbursement for graduate university and college courses. Courses must be approved by MCPS.

- (1) The unit member must achieve a grade of "B" or better. Documentation must be submitted (report card and proof of payment) within 60 days of the end of the course.

- (2) Reimbursement shall cover actual tuition only and not the cost of books or other materials.
- (3) Reimbursement shall be for 50 percent of the current cost of in-state tuition at the University of Maryland, College Park, up to a maximum of nine hours credit per fiscal year for graduate courses not currently offered by the in-service program.
- (4) The nine credit hour limitation may be waived for a specific year or years under the following conditions:
 - (a) Completion of the requirements of an approved program requires enrollment in more than nine credits during one or more years of the program, or MCPS approves enrollment in more than nine credits in order to meet a specific school system need.
 - (b) No reimbursement for additional credits outside the approved program will be approved until the total reimbursement from the first year of excess credits is less than an average of nine credits per year.
 - (c) If the employee retires or resigns prior to the time the average reduces to nine credits per year the employee will be required to repay MCPS for any excess reimbursement beyond the average of nine credits per year from the first year of excess reimbursement.
 - (d) In no event may the employee be reimbursed for more than 45 credits in the five year period beginning with the first year of excess reimbursement.
- (5) The Board will reimburse 50 percent of the cost of tuition for the equivalent of one credit hour, up to the maximum of nine credit hours per year, for completion of Continuing Education Unit (CEU) or Continuing Professional Development (CPD) courses not offered by the in-service program (see below). Reimbursement requests must be submitted with proper documentation verifying completion of CEUs or CPDs that have been approved through a State-accepted accrediting agency.

4. MCPS/MCEA CPD Course Partnership

Unit members have an interest in expanding the availability of courses, which will enhance their professional development and potentially lead to salary and career advancement. MCPS has an interest in offering professional development opportunities designed to achieve system goals and priorities. In this collaborative spirit, MCPS and MCEA will jointly plan, design, implement and assess courses carrying CPD. MCPS and MCEA will design and implement courses that address

system and unit member needs. The intention of this plan is to widen the variety of courses available to teachers and to facilitate training on MCPS priorities. This joint enterprise will be self-supporting; tuition will cover fees, salaries, and overhead.

E. Time and Resources for Professional Development

1. Recognizing the need for maximizing available instructional time for students, time for professional development is provided using a variety of options either within the work day or beyond the work day, as collaboratively determined by the school leadership team.
2. When the professional development activities take place during the work day, time may be provided by—
 - Flexible grouping and scheduling
 - Use of technology, e.g., distance learning with use of video and TV transmissions
 - Use of substitutes
 - Team or department meeting times
 - Staff meeting times
 - Other options as determined by the local school leadership team
3. When professional development activities take place outside the work day, compensation can be provided in the form of—
 - University credit
 - Stipends
 - CPD (in-service)
 - Fulfillment of professional development plan objectives
 - Other options as determined by the local school leadership team
4. Funds available for local school professional development will be allocated to the local school with no less than a \$2000 base and half (.5) of the substitute cost for each member of the school's professional staff to come from allocated funds. The allocation of these funds will be reported to the school leadership team.
5. For the term of this Agreement, the Board agrees to budget funds for the purchase of books, equipment, and other educational resource materials it determines to be necessary for use by the professional staff.
6. The Board is committed to continuous improvement through job-embedded professional development and agrees to fund support for activities that may include the following:
 - a) School-based staff development teachers

- b) Necessary resources, materials, and equipment to be used specifically to support local school, field office and district-wide staff development activities and programs, including the training of staff development leadership
 - c) Ongoing assessment of the effectiveness of the Professional Growth System and programs offered by the Office of Human Resources and Development
7. MCPS will provide for the assignment of staff development substitute teachers to schools to allow teachers to participate in professional development and growth during their normal school day. Each school develops its own procedures for assuring that educators have an opportunity to utilize the substitute to make time available for work on professional growth, including Professional Development Plans (PDPs).

F. Teacher Leadership

The parties agree on the following assumptions about teacher leadership:

- We face a pressing challenge to increase the number of experienced, highly skilled teachers teaching in our neediest schools
- Skillful teachers have a profound and positive impact on improving the practice of peers
- Many of our most skilled and experienced teachers desire to provide leadership in their schools without leaving classroom teaching

Given those assumptions, MCEA and MCPS are committed to creating a variety of opportunities to recognize, reward, and encourage mastery and leadership in teaching and to encourage our master teachers and teacher leaders to contribute to the improvement of our schools, especially our highest needs schools.

1. Support for National Board Certification

Certification by the National Board for Professional Teaching Standards is recognition of high levels of knowledge and skills, the ability for self-reflection and continuous improvement and the ability to use a variety of teaching strategies to meet the needs of a diverse student population. It is in the interest of MCPS and MCEA to support unit members in the certification process. To that end, the Board agrees to the following:

- Provide for communication to administrators, parents, content teacher specialists, and teachers about the process and what it means
- Allow for local school material resources (video-cameras, microphones, etc.) to be used by candidates in the process
- Allow for process-related tasks to be done within the context of professional development
- Provide support from the Office of Human Resources and Development.

- Permit use of tuition reimbursement funds to pay the cost of National Board for Professional Teaching Standards components, renewal fees, and successful retakes of National Board unit exams, provided the total cost for this and credit reimbursements does not exceed the maximum available per individual.

2. Supervising Student Teachers

Participation by supervising unit members in the training of student teachers or graduate interns in an education program shall be voluntary and shall be based on criteria established by the Office of Human Resources and Development. The teacher and principal will receive a copy of the assignment, programs, and work schedules for approval. The Board shall support a systematic program of training for those unit members who wish to train personnel from approved teacher training programs in accredited institutions.

ARTICLE 15 EVALUATION

- A. In the PGS, the formal evaluation process is seen as a tool for continuous improvement. During the formal evaluation year, both the educator and evaluator gather data from the professional development years as well as from the evaluation year. This data serves as point of reference for the collaborative evaluation process. The evaluation year is a time when the teacher and evaluator reflect on progress made and potential areas for future professional growth.

Formal evaluations are not required during professional development years of the professional growth cycle. However, the principal must complete the *Yearly Evaluation Report for MSDE Certification Renewal* annually to verify to the Maryland State Department of Education (MSDE) that the certificate holder's performance is satisfactory ("meets standard").

The details of the evaluation processes are included in the Professional Growth System Handbook. Refer to this document for frequency/schedule and definitions.

B. Evaluation Report

The final evaluation report is completed by the principal or assistant principal. It includes an examination of the cumulative performance for an entire professional growth cycle and reviews the educator's overall performance on each of the MCPS performance standards. Data for this report is gathered from formal and informal observations, and should also include a variety of other sources. Some examples of these include samples of student work, student achievement, lesson plans, parent communication, and student and parent surveys.

C. The Formal Observation Process

Formal observation data must be included in the final evaluation report. After the observation conference, the observer prepares a written narrative summary of the class and the conference called the *Post-Observation Conference Report*. This report contains an analysis of the lesson, including evidence from the lesson and information about the effect of the lesson activities on students. The report includes a summary of the discussion with the educator as well as any decisions or recommendations that resulted from the conference. The educator is expected to review and return a signed copy of the *Post-Observation Conference Report*. The educator's signature indicates that s/he has received and read the conference report but does not necessarily indicate agreement with the contents of the report.

D. Due Process Rights During Evaluation

1. Upon request, unit members will be given a copy of any evaluation report prepared by their administrator or supervisor at least one day before a conference is held to discuss it. Unit members will be required to sign the evaluation report as evidence that they have seen it. They will not be required to sign a blank or incomplete evaluation form. Unit member's signature does not signify acceptance of the rating.
2. Upon request, a teacher in the PAR Program will be given a copy of the mid-year and/or summative report of the consulting teacher at least one day prior to a conference to discuss it. Unit members will be required to sign the mid-year and summative reports as evidence that they have seen them.
3. All observation of the work of a unit member, either by an administrator/supervisor or consulting teacher, will be conducted openly and with the observer visible to the unit member.
4. Upon request, unit members will be given a copy of the formal observation scripted notes by their administrator, supervisor, or consulting teacher at least one day before a post-observation conference is held to discuss it, unless the observation and conference occur on the same day.
5. No class visit/observation report will be submitted to the central office, placed in the unit member's file, or otherwise acted upon before the conference with the unit member, unless the unit member is not available for a timely conference. Unit members will be required to sign the class visit/observation report.
6. Unit members will have the right, upon written request on the appropriate form, to review the contents of their personnel file. If a unit member wishes to be accompanied by another person or a representative of the Association during such a review, that request must be entered on the request-to-review form. Confidential records such as application references and promotional references will not be made available to a unit member.

7. Non-confidential complaints about, or material derogatory to, a unit member's conduct, service, character, or personality may be placed in his/her personnel file only if—
 - a. the unit member has had an opportunity to review the material and been given a copy,
 - b. the appropriate administrator has investigated the allegations, and
 - c. the appropriate administrator has concluded that the allegations are true.
8. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her initials to the copy to be filed, with the expressed understanding that such initialing in no way indicates agreement with the contents. The unit member shall be permitted to attach his/her comments related to the derogatory material.
9. Complaints regarding a unit member made to an administrator that are used in the unit member's evaluation will be called to his/her attention. If the complaint is in writing, the unit member will be given a copy. The unit member will be required to initial the material indicating that he/she has read it. He/she will be permitted to attach his/her comments related to the complaint. Reprisals taken by the unit member against any student, any class, or any person will be cause for immediate investigation that may result in dismissal proceedings being activated.
10. Confidential Records – The District may maintain a register of events or circumstances involving an employee that raise questions about student or employee safety and security, provided that the employee who is the subject of an individual record has been informed, in writing, of the circumstances giving rise to the concern, and subject to the provisions in Subsections 7(a), (b) and (c) above.
11. The principal or immediate supervisor of a unit member will discuss the unit member's work performance with that person prior to a formal evaluation of that performance.
12. Final evaluation of a unit member upon termination or retirement will be concluded prior to severance, and no document or other material will be placed in the personnel file of such unit member after severance except in accordance with the procedures set forth in this Article.
13. Evaluation of unit members during their probationary period of employment is of high importance to the unit member and the school system. Cooperative efforts will be made to work for his/her success but if, after one or two years, success does not seem possible, he/she will not be continued in employment. Upon receiving notice of non-renewal of a provisional or regular contract, probationary unit members may, within 10 days of that notice, request a hearing by the superintendent. The unit member, upon request, will be given adequate notice of the hearing date. Reasons for the proposed action will be given to the unit member upon request. The unit member will be entitled

to be represented by the Association and/or counsel of his/her choice and will be granted an opportunity to defend himself/herself, presenting arguments and/or evidence. The decision of the superintendent shall be in writing, stating the reasons for the determination.

E. Process for Changing the Evaluation System

The current unit member evaluation system, including the instrument and the teacher evaluation system booklet of the Montgomery County Public Schools, Rockville, Maryland, (also known as the Professional Growth System Handbook) shall not be changed without following the procedures set out below:

1. Preceding the proposed implementation of any proposed changes, the Board shall notify MCEA of its desire to change the evaluation system.
2. Thereafter, the parties shall confer in good faith over the content of any proposed changes in the evaluation system, until agreement is reached, or until 90 days following receipt by MCEA of notification that the Board desires to change the evaluation system. The conferring teams shall be headed by the chief negotiator for each party.
3. If no agreement is reached within 90 days following receipt by MCEA of notification that the Board desires to change the evaluation system, the Board may unilaterally implement changes in the evaluation system.

ARTICLE 16 SCHEDULES & WORK LOAD

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

- Maximizing instructional time is vital for student learning.
- Teaching and learning take place in different ways, at different times, and by using different styles for individual students.
- 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 needs to be built into the working day.
- To improve our ability to maximize student learning, teachers should 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.

- During the school day, teachers should 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.
- More flexible use of time encourages student growth and initiative and enables schools to direct resources more effectively to where they are most needed.
- 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 quality schools and quality teaching and learning. It is our intention to continuously improve how time is structured and used.

- B.
1. While professional personnel will often work more than eight hours per day, the professional salary schedule is based on an eight-hour workday.
 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 hours in addition to their lunch period. All resource teachers and resource counselors will be assigned appropriate starting and dismissal times so that their normal workday will be eight hours in addition to their lunch period.
 3. 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 hours in addition to their duty-free lunch period. Unit members' lunch period shall be no less than 30 minutes in length. Summer assignments for full-time professional development activities will be eight hours in addition to a lunch period.
 4. As professionals, MCEA unit members work with students in ways that go beyond the classroom and routinely devote time beyond the work day 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.
 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 school leadership team.

6. Adjustments to starting 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.
 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 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 unit members to be on duty in excess of these times if they are needed to care for the children.
- C.
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 hours per month to attend faculty or other meetings, which will commence 15 minutes after the students' day. No single meeting will last more than one and one-half hours. When needed for the educational program, it may be necessary to meet more than two and one-half 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.
 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 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 may select the first of two non-duty-day assignments. The administration shall have the discretion to assign the second non-duty-day assignment. Attendance at programs, meetings, and activities beyond these minimums are desirable, but voluntary.
 4. 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-work day. A part-time teacher is not required to attend a meeting scheduled to begin more than one hour before their duty day or more than one hour after their duty day.
 5. MCEA unit members with assignments in more than one school may not be required to attend meetings and other activities that exceed requirements for other unit members.
 6. Instructional specialists and other non-school based unit members who have frequent evening assignments may request to have their start times adjusted by the appropriate supervisor on either a day-by-day or permanent basis.

7. Teams, departments, and committees and their administrators will collaborate in establishing team meeting schedules that facilitate meeting student needs and effective implementation of the program of instruction.
8. Local schools, through their leadership teams, 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.
9. The parties agree that Maryland School Assessment, High School Assessment, and the Partnership for Assessment of Readiness for College and Careers (PARCC) testing schedules that minimize the loss of instructional planning time will be presented to and discussed with the school leadership team prior to any final decision on implementation. The parties agree that loss of instructional planning time should be minimized.
10. **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 have time for both group and individual work in order to be prepared for teaching and to complete the requirements of the job.

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. Teachers' schedules will include at least seven hours per normal week for such instructionally related work.
 - a. Within the teacher onsite workday, teacher schedules will include a minimum of 3 hours and 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 for planning (individual or group) unless the teacher is not responsible for student supervision.
 - c. Teams will determine when they will meet during the workday. This decision is contingent on teams being able to adhere to parameters identified by school leadership teams. When teams are unable to identify meeting times that adhere to the outlined parameters, the principal or designee will determine when the team will meet. Parameters must take into account the other duties assigned to teachers

and the requirement to provide a minimum of 3 hours and 45 minutes for individually managed planning and work.

- d. For work weeks that are not typical, teams and leadership 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.
- e. Planning requires a block of at least 20 minutes of uninterrupted time.
- 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 hour a week shall be uninterrupted.
- g. Planning time for part-time teachers will be pro-rated based on FTE in accordance with Appendix C.

2. Time Within the Student Day

- a. **Pre-K-6 Elementary School Grade Level Classroom Teachers** – at least four hours and forty-five minutes 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, each art, music, and physical education teacher will participate in the development of their teaching schedule. Schedules will provide either:

- 1. at least four hours and fifteen 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 four hours and forty-five 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 set up 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 Office of School Support and Improvement and MCEA for review.
- d. **All Other School Based Unit Members** – will have schedules that include a minimum of one hour of time for this instructionally related work during the student day. Whenever schedule and program permit, one hour and thirty minutes per week will be provided. Media specialists and other school based unit members will also participate in the development of their schedules.

3. In elementary schools, in consultation with the appropriate art, music, or physical education teacher, and the classroom teacher, the principal shall release teachers for other professional activities when teachers of 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 Education Management Team (EMT), Individual Education Program (IEP), and building level CAP meetings requiring the participation of classroom teachers 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 pre-empt a teacher's lunch period, coverage will be sought to provide a lunch period at a different time.

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 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 (58 percent) of all MCEA unit members in the school, or through a major MCPS initiative. Decisions to change the structure of the school day may only be made after a formal process that includes MCEA unit members is undertaken. The faculty representatives to a multi-stakeholder workgroup 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 OSSI decision the ADC Committee will consider the issue to make a recommendation to the Superintendent.
3. A decision to implement an alternate schedule is separate from the determination of class loads and working conditions for teachers. The normal assignment for secondary classroom teachers is five regular classes. If an alternate schedule is proposed that involves more than a five-class load or its equivalent, it requires the consent of the Associations/Deputy Superintendents/Chief Operating Officer (ADC) Committee. Any disagreement about the application of "equivalent" in this paragraph will be resolved by the ADC.

F. Secondary School Schedules

1.
 - a. Where the school is organized on a seven period schedule, each classroom teacher will be assigned no more than five regular classes. Classroom teachers of vocational subjects may be assigned to teach the equivalent of six classes when organized on a multiple class schedule.
 - b. Schedules must reflect the need for both individually managed work and time that may be structured by the school leadership team. During a typical seven period day, a school schedule will provide for a minimum of 50 percent 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-week or two-week basis.
 - c. For work weeks that are not typical, teams and leadership 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.

Teachers may volunteer to teach more than the above.

2. Secondary RTs and ADs will have a reduced teaching schedule providing at least the equivalent of five standard periods per week for their position responsibilities. Secondary RTs and ADs will be excused from regular study hall duties and homeroom assignments. Secondary RTs' and ADs' 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 release time to RT/Interdisciplinary RT/ADs based on the size of their departments and responsibilities.
3. **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.
4. Each secondary school leadership team will develop a plan to address when reteaching and reassessing is to occur.
5. Effort will be made to schedule EMT, IEP, and building level CAP meetings requiring the participation of classroom teachers during IRA periods, team planning periods, or at times when coverage is available for their classroom, and not at times that result in loss of guaranteed minimum planning time. When such meetings pre-empt a teacher's lunch period, effort will be made to provide a lunch period at a different time.
6. 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 separate preparations. A preparation is

a process of making ready for the teaching task requiring time on a daily basis prior to meeting assigned classes as, for example, the formulation of teaching plans and the development of instructional materials.

7. When secondary classroom teachers have more than three 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, may also be considered.

G. The number of student instructional days shall not exceed 185 days.

H. The work year for unit members identified in this Section includes two days (16 hours) not scheduled in the school calendar that shall be used as described in Section K of this Article:

- The work year for all 10-month unit members shall not exceed 195 duty days.
- 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.
- The work year for elementary team leaders (including ESOL teams shall not exceed 198 duty days.
- The work year for elementary elected faculty representatives to the school leadership team shall not exceed 198 duty days.
- The work year for secondary elected faculty representatives to the school leadership team shall not exceed 200 duty days.
- The work year for full-time elementary reading specialists shall not exceed 203 duty days.
- The work year for middle school team leaders shall not exceed 205 duty days.
- The work year for media specialists shall not exceed 205 duty days.
- The work year for full-time InterACT teachers and InterACT speech pathologists shall not exceed 205 duty days.
- The work year for middle school literacy coaches shall not exceed 210 duty days.
- The work year for elementary counselors shall not exceed 210 duty days.
- The work year for staff development teachers shall not exceed 210 duty days.
- The work year for resource teachers shall not exceed 215 duty days.
- The work year for middle school content specialists shall not exceed 215 duty days.
- The work year for athletic directors shall not exceed 215 duty days.
- The work year for consulting teachers shall not exceed 215 duty days.
- The work year for social workers shall not exceed 215 duty days.
- The work year for 10-month psychologists shall not exceed 215 duty days.
- 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. Flexible scheduling shall be used to determine assigned work days throughout the fiscal year, and all leave provisions will be applied throughout the year.

- The work year for full-time support speech pathologists assigned to the Speech and Language Programs office shall not exceed 215 duty days.
- 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. Flexible scheduling shall be used to determine assigned work days throughout the fiscal year, and all leave provisions will be applied throughout the year.
- The work year for full-time elementary program specialists assigned to the Preschool Education Program (PEP) shall not exceed 215 duty days.
- The work year for secondary counselors shall not exceed 216.5 duty days.
- The work year for middle school resource counselors shall not exceed 221.5 duty days.
- The work year for high school resource counselors shall not exceed 226.5 duty days, which may be used on any MCPS work day to work onsite, in consultation with the principal and leadership team

I. 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.

J. 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. Professional Time

1. The two 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 gap in student achievement. 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 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 team or department 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 and accounted for with regard to each unit member. Prior approval on use of the time will not be required. In June, all 10-month unit members shall be responsible for completing and signing the MCPS FPT Voucher Form listing the dates of the hours of unscheduled time worked and a brief description of the tasks. Individuals who do not turn in the above documentation that the appropriate hours have been worked will have their final pay adjusted accordingly.
 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 Teacher Association convention day, and holidays). The specific time may be different for each department or team or teacher. This professional time may be used for team planning, data analysis, responsibilities related to assessments, and/or collaborative involvement in school improvement planning
 6. Systemwide professional development activities associated with school system priorities may be made available either during available time during the regular duty day, during time set aside each month for after school meetings, or during this professional time.

L. Pre-Service Days

1. Unit members assigned classroom responsibilities shall have at least two days scheduled prior to arrival of students each fall during which time the unit member will be allowed to prepare his/her 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. No other meetings or duties shall be required of the unit member during the two day period.
2. In addition to (1.) above, and within the scheduled pre-service days, building administrators will, at the request of special education teachers, make every reasonable effort to provide up to an additional one-half day prior to the arrival of students for preparation for their caseload, as long as such time does not conflict with scheduled professional development or other mandatory staff meetings.

M. Grading and Planning Time

1. Teachers will have one full professional day each at the end of the first, second, and third grading periods and one half-day during each of the first and second semesters for grading, planning, working collaboratively with colleagues, and/or activities related to professional learning. The professional day will not be rescheduled if schools are closed for teachers because of inclement weather.
2. Unit members are eligible for teleworking during the professional days at the end of the first, second, and third grading periods. Each of the full professional days is a regularly scheduled work day either onsite or for teleworking.
 - a. The school leadership team and administration will determine which 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.
 - b. 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 and Reporting Guidelines, may telework on the full professional days at the end of each of the first three marking periods.
 - c. First-year teachers will be required to work on-site for the first two marking periods on these days.
 - d. A written rationale will be provided by the supervisor of an educator whose request to telework is denied.
3. Teachers who work in school buildings on professional days 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. Teachers who telework must submit grades 2.5 hours prior to the end of the duty day. (LMCC will evaluate the timeline for grade submission for teleworking after year one.) Teachers 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.
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. Teachers will have input on which students receive interims and when interims are required to be completed by teachers. This policy should also ensure that teachers have an adequate amount of time to complete interims (no less than the interim window set by MCPS). The policy will be communicated to staff at least one week prior to the start of the interim window.

N. 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 afternoon with continuous evening hours and no teacher service on the second afternoons.

O. Duties

1. Unit members may be required to do 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 with split positions in more than one school shall be assigned non-teaching duties during the school day in a manner that insures they do not have extra duties. The determination as to non-teaching duties shall be made by mutual agreement of the teacher and the principals involved. The teacher'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 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 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 returned to school. The leadership team will determine the central holding plan before the beginning of the 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.

P. Coverage

1. Teachers must inform the appropriate school official at least two 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.
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, 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. Teachers will be compensated at the stipend rate (Article 20, 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 week of daily lesson plans. In the event the teacher of record leaves under an emergency circumstance, no daily lesson plans will be required beyond the currently prescribed emergency sub plans.

Q. Special Educators

1. Schedules for speech/language pathologists, elementary school resource room teachers, Orthopedic Therapists/Physical Therapists, and itinerant vision and auditory teachers, will include three hours per week within the work day, in addition to the standard individually managed time specified in this Article, for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences.
2. Resource room teachers and special education classroom teachers in secondary schools shall be able to use their IRA period for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences.
3. The Board will make every reasonable effort to provide adequate clerical support to special educators responsible for annual reviews to assist in the scheduling of meetings, preparation of parent letters, and the photocopying and dissemination of IEP meeting notes.
4. In elementary schools, other special education teachers will be provided with time in addition to the standard individually managed time to complete caseload related tasks,

including observations, consultation, assessments, team meetings, parent conferences, and resource room support. The special education teams, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary depending upon caseload.

- R. In elementary schools, ESOL teachers will be provided with time in addition to the standard individually managed time to complete caseload related tasks (including the preparation and distribution of state and federally mandated documents). The ESOL teachers, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary by teacher and by time of year depending upon caseload.

ESOL teachers in secondary schools shall be able to use group managed time to complete caseload related tasks (including the preparation and distribution of state and federally mandated documents). The ESOL teachers, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary by teacher and by time of year depending upon caseload.

S. Assessments

1. Elementary schools will be provided with 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 collaboratively determine how the assessment and instructional responsibilities are shared.
2. Middle school teachers teaching high school credit classes with required end-of-semester assessments will be provided with released time so that they can score the assessments within the prescribed timeframes.

T. Impact Statements

1. The parties agree that to achieve continuous improvement, change is sometimes necessary. In order 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:
 - Administrative Regulation changes or new Regulations
 - New assessments
 - New curriculum
 - New technology
 - 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, that re-alignment will be identified and there may be no need for additional time or resources.
3. The parties will work with the other two 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.
- U. The Board will make every reasonable effort to reduce paperwork for special educators and ESOL teachers by taking steps, where possible, such as the elimination of redundant paperwork, implementation of the auto-population of fields when transferring data from OASIS to OSS.

ARTICLE 17 STAFFING

- A. 1. The Board will make a conscientious effort to guarantee that no self-contained elementary class will exceed the number of students per classroom proposed in the current budget. If any class exceeds these numbers, every effort will be made to provide a paraeducator for that teacher. In secondary schools, the Board will make a conscientious effort to reduce the number of classes that are above the desired maximum class size guidelines in the academic subjects as proposed in the current budget. In the event of a dispute over this Article, the parties will meet in a good faith effort to resolve it. In order to address this issue:
- a. The Office of School Support and Improvement (OSSI) will provide MCEA with the annual staffing guidelines for local schools, including the elementary art, music, and physical education guidelines.
 - b. OSSI will keep MCEA informed of oversized class reports and the allocation steps taken to reduce the number. MCEA will keep OSSI informed of what it learns of the conditions and impacts in specific classrooms.

- c. OSSSI will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs as necessary to assist individual schools in understanding and applying the guidelines for developing schedules for teachers in these disciplines in elementary schools.
 - d. The parties will work together through existing joint problem-solving committees to make recommendations on staffing levels for student services personnel and other specialists that will improve the quality of service provided to students and local schools.
 - e. The Office of Human Resources and Development will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs as necessary to assist in the transfer and placement of teachers in those disciplines.
2. The classroom teacher is the key member of the professional staff, and the degree of teacher time which is available to students for instructional purposes is a major index of educational quality. In recognition of the fact that the appropriateness of a specific ratio of pupils to each classroom teacher may vary in relation to such factors as subject requirements, pupil characteristics, and school size, no prescriptive and detailed ratio is set forth herein. In staffing schools with classroom teachers, however, school administrators should regard ratios ranging from one classroom teacher for each 28 pupils to one for each 25 pupils as the arrangement which will be approximated following assignment of all professional personnel in the local school system. Each elementary school should be staffed with or have available resource personnel in order to provide a comprehensive program of instruction in all areas of the curriculum.
3. In making staffing decisions, the community superintendent and the principal shall give careful consideration to the views of the faculty.
- B. Staff allocations shall not include special staff allocations that are provided as the result of federally or locally funded programs for disadvantaged students.
- C. Staff allocations for elementary and secondary counselors, elementary and secondary media specialists, teacher specialists, reading teachers, and speech teachers will be made as additions to the regular classroom teacher allocations.
- D. The Board agrees that the following numbers of specialists are indicative of the goals which it would like to attain where possible and practical in terms of the budget authorized by the County Council:

1. Elementary Schools

Reading Specialists	Not less than one for every two schools
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Music Teachers--Instrumental	Not less than one for every five schools
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Art Teachers	Not less than one for every 500 students
Guidance Counselors & Social Workers	This program is to be expanded as budget permits with a continual evaluation to be carried out
Music Teachers--Vocal	Not less than one for every 500 students
Physical Education Teachers	Not less than one for every 450 students and not less than one for every 23 classes
Media Specialists	Not less than one per school

2. Secondary Schools

Guidance Counselors	Not less than one for every 300 students
Media Specialists	Not less than one for every 500 students

3. Student Services Personnel

(including pupil personnel workers, school psychologists, social workers, community coordinators)	Not less than one for every 2,000 students
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4. Speech and/or Hearing Therapists Not less than one for every 1,800 students

E. Elementary art, vocal music, and physical education teachers shall be assigned to no more than two schools if possible and in no case more than three schools.

F. Substitute Coverage

1. In the event a teacher of elementary art, music, and physical education, or an ESOL teacher when appropriate, is absent, a fully qualified substitute will be hired.
2. For those schools with only one media specialist, the principal has the authority to administratively decide to provide a fully qualified media substitute or, if not available, a qualified substitute within the appropriate level from the professional list. For those elementary schools in which media specialists provide regularly scheduled instructions, a substitute may be hired for days on which such instruction is scheduled.
3. For those elementary schools in which counselors provide regularly scheduled instructions, a substitute may be hired for days on which such instruction is scheduled

G. Secondary Part-Time Teachers

Part-time teachers in secondary schools using a seven-period schedule will be allocated at least 0.2 FTE for each full class taught (5 standard periods .per week or 10 standard periods per two weeks or the equivalent when there is an alternate schedule), not to exceed 1.0 FTE. This will apply whether the teacher is part-time in a single school or in a combination of schools.

**ARTICLE 18
ASSIGNMENTS**

- A.
1. All unit members on duty as of June 1 of any calendar year will be given written notice by the appropriate officials of their school assignment for the forthcoming school year between June 1 and the end of the school year. Principals will notify all school-based members in writing of their projected class and subject assignment and other duties by the end of the school year. All unit members reporting on and after June 1 of any calendar year will be assigned and notified for the ensuing school year as soon as is feasible.
 2. In the event that changes in such schedules, class, subject assignments, and/or duties are necessary after the end of the school year, all unit members affected will be notified promptly in writing with reasons. All unit members must leave summer addresses and telephone numbers with the appropriate official. Upon the request of the unit member affected, the changes will be promptly reviewed by the appropriate community superintendent, the unit member, and, at his/her option, a representative of the Association. If the unit member is not satisfied that such changes are necessary and if he/she wishes to resign, his/her resignation will be accepted without prejudice.
 3. Sections B and C below govern assignments of unit members who are incumbents in positions at a school or work site.
- B.
1. Principals will strive to assign teachers in the areas in which they are certified and experienced.
 2. Grade changes of more than three levels for elementary teachers who have taught at a particular level for 10 or more consecutive years shall be arrived at in a collaborative manner by the principal and the teacher. If an agreement is not reached, the assignment will be reviewed by the community superintendent at the request of the unit member.
- C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be made by the principal who will invite teachers to express their preferences in writing. The principal will review preferences with the appropriate resource teacher, department chairperson, or team leader and/or grade level teachers directly affected. To the extent that it is possible, changes in grade assignments in the elementary and in subject assignment in the secondary schools will be voluntary.

- D. Whenever practicable, in placing newly hired classroom teachers in a school assignment, the principal and the appropriate resource teacher or department chairperson shall have an opportunity to interview the new teachers.
- E. Teacher aides shall be assigned directly to departments, teams, grade levels, or instructional programs. The decision as to their assignment shall be determined by the principal after consultation with his/her faculty.

**ARTICLE 19
SALARIES & SUPPLEMENTS**

A. Salaries

1. a. The salary schedule effective July 1, 2017 is:

	BA	MA/MEQ	MA/MEQ+30	MA/MEQ+60
1	\$49,013	\$53,997	\$55,583	\$57,020
2	\$49,770	\$54,903	\$57,241	\$58,679
3	\$51,262	\$57,017	\$59,445	\$60,938
4	\$52,801	\$59,211	\$61,733	\$63,284
5	\$54,383	\$61,492	\$64,110	\$65,721
6	\$56,479	\$63,858	\$66,578	\$68,251
7	\$58,653	\$66,318	\$69,143	\$70,880
8	\$60,910	\$68,871	\$71,805	\$73,608
9	\$63,255	\$71,523	\$74,568	\$76,442
10	\$65,691	\$74,276	\$77,439	\$79,384
11		\$77,136	\$80,420	\$82,441
12		\$80,106	\$83,516	\$85,615
13		\$83,191	\$86,732	\$88,911
14		\$86,392	\$90,071	\$92,333
15		\$88,983	\$92,773	\$95,104
16		\$91,654	\$95,557	\$97,957
17		\$94,403	\$98,423	\$100,895
18		\$97,235	\$101,376	\$103,924
19		\$100,154	\$104,418	\$107,041
20		\$100,154	\$104,418	\$107,041
21		\$100,154	\$104,418	\$107,041
22		\$100,154	\$104,418	\$107,041
23		\$100,154	\$104,418	\$107,041
24		\$100,154	\$104,418	\$107,041
25		\$102,407	\$106,768	\$109,449

- Unit members who are ‘off-scale’ (Codes 50, 51, 52, 55, 60, 65) shall have their salaries increased by 1.0% on July 1, 2017.
2. **Step Increases** – The granting of step increases will be governed by the following provisions:
 - a. The anniversary date for step increase purposes for all unit members shall be July 1.
 - b. Anniversary dates for step increase purposes for unit members hired on or after July 1, 2013 shall be set as follows:
 - 1) For unit members hired prior to February 1st, their first anniversary date will be July 1 of the fiscal year following the year in which they were hired.
 - 2) For unit members hired on or after February 1st, their first anniversary date will be July 1 of the following calendar year.
 3. **Payment of Salary Step Increments** – All employees who are eligible for a step increase and have an additional step available on the applicable schedule above, will move up one step from their current step on the appropriate anniversary date during FY18.

It is acknowledged that some employees missed a step increase in FY2012 due to the negotiated deferral of step increases, or had their hire-in rate adjusted back one step in FY2012. The Board and the Union have an ongoing commitment to negotiate with regard to this issue.
 4. **12-Month Employees**

The salary for 12-month employees will be equal to 117.5 percent of the salary for which those employees would qualify if employed in 10-month positions.

Employees working on June 30, 1996 as 12-month employees, but who would not qualify for the MA+30 lane if employed in a 10-month position, will continue to receive pay while in a 12-month position equal to the percent of the salary applicable to MA+30 level 10-month employees as identified in the previous paragraph.

Unit members working other than 10-month or 12-month schedules shall be compensated for the number of work days of assigned duty at their daily rate of pay.
 5. Unit members who qualify for a salary lane change will receive a one-time lump sum payment of \$1,200, and there will be no retroactive payment on the higher lane. Salary lane changes will occur no later than the second pay period after the complete documentation of eligibility is submitted to the Office of Human Resources and Development.
 6. The parties agree that the option for 10 month unit members to receive pay over 12 months will be included in the next requirements for a replacement HRIS system.

7. Unit members on duty as of July 1 of any calendar year will be provided with their Salary Information Notice for the forthcoming school year no later than August 15.

B. Supplements

1. **Resource Teachers** —Will have their regular scheduled salary in Grades A-D increased \$2,750 for a department of 4 to 9 teachers, \$3,450 for a department of 10 to 14 teachers, and \$4,425 for a department of 15 or more teachers.
2. **Resource Counselors** – Middle School Resource Counselors will have their regular scheduled salary in Grade A-D increased by \$2,750. High School Resource Counselors will have their regular scheduled salary in Grade A-D increased by \$4,425.
3. **Athletic Directors**—Senior high school athletic directors who are responsible for athletic departments of 15 or more coaches will have their regular scheduled salary on Grades A-D increased \$7,000.
4. **Consulting Teachers**—Professional personnel on the professional salary schedule grades A-D who are assigned as full-time consulting teachers will have their regular scheduled salary increased \$4,425.
5. **Middle School Content Specialists**—Will have their regular scheduled salary in Grades A-D increased \$2,750 for a department of 4 to 9 teachers and \$3,450 for a department of 10 or more teachers.
6. **Middle School Team Leaders** — Will have their regular scheduled salary in Grades A-D increased \$1,500.
7. **Elementary, ESOL, and MCITP Team Leaders**—All professional personnel on the professional salary schedule grades A-D who are assigned as elementary team leaders or team leaders in the Montgomery County Infants and Toddlers Program or in ESOL (with at least three other team members), will have their regular scheduled salary increased \$1,500.
8. **Elected Faculty Representatives to School Leadership Team**—All professional personnel on the professional salary schedule grades A-D who are elected as faculty representatives to school leadership teams in accordance with Article 8, Section A.1.d, will have their regular scheduled salary increased \$1,500.
9. Unit members assigned under subsections 1 through 9 of this Section shall not have tenure in the position.
10. Any unit member being paid a supplement for resource teacher or resource counselor responsibility who is selected for a rotating central office, 10-month teacher specialist position, or pupil personnel intern will be permitted to retain the supplement during

the period of time he/she serves in the capacity of central office teacher specialist, or pupil personnel intern.

11. **National Board for Professional Teaching Standards**— In order to promote high standards and continuing professional development, the parties agree that any teacher who has received National Board for Professional Teaching Standards (NBPTS) certification will have his/her regular scheduled salary increased by \$2,000 annually. In order to receive this supplement, NBPTS certification and First Class Maryland certification must be maintained.
12. **Other National Certifications**—In order to promote high standards and continuing professional development, the parties agree that any unit member who has received National certification in Speech/Language Pathology; Occupational Therapy, Physical Therapy, School Psychology, or Counseling will have his/her regular scheduled salary increased by \$1,500 annually. Any athletic director who has achieved Certified Athletic Administrator certification from the National Interscholastic Athletic Administrators Association will have his/her regular scheduled salary increased by \$500 annually. In order to receive this supplement, the national certification and First Class Maryland certification or Maryland State Board of Examiners license in the field must be maintained.

C. Stipends

1. **NBCT Coaches** – A National Board Certified Teacher who is working in the NBCT Candidates Support Program as a candidate coach shall receive a stipend of \$210 for each candidate coached.
2. **Supervising Student Teachers** — A unit member who supervises a student teacher or graduate intern in an education program shall receive a stipend of \$50 per week for such supervision.
3. **Mentor Teachers** — A unit member who is assigned by the Board to serve as a mentor for a new teacher shall receive an annual stipend of \$600 for each new teacher mentored. A unit member who has completed MCPS mentor training shall receive \$800 per year.
4. **Edline Super Users** — A unit member appointed as the Edline Super User in a school shall receive an annual stipend of \$750.
5. **PAR Panel** – School-based bargaining unit members who serve on the Peer Assistance and Review Panel shall receive an annual stipend of \$1,000 from MCPS. The representatives shall receive the stipend in a lump sum, payable in the month of June, for the prior school year. MCEA shall be responsible for providing the Office of the Chief Operating Officer with a list of eligible members.
6. **Councils on Teaching and Learning** – Bargaining unit members elected to serve on the Councils on Teaching and Learning shall be eligible to receive an annual stipend of

up to \$1,200 from MCPS. The representatives shall receive the stipend in a lump sum, payable in the month of June for the prior school year. MCEA shall be responsible for providing the Office of the Chief Operating Officer with a list of CTL members eligible for compensation, and the amounts due per individual. MCEA shall be responsible for determining the amounts due, based upon its records of the level of participation of each CTL representative.

If requested to do so by MCEA, MCPS will include added monies with such stipend payments from MCEA for additional work by CTL members during the summer. If so, MCEA will determine the additional amounts per participant, and transmit that information to the Office of the COO at the same time as the initial report. MCPS will then invoice MCEA for the amount of the additional reimbursements, and MCEA shall transmit full payment to MCPS.

D. Credit Appeals Panel

Since the Office of Human Resources and Development administers the credit granting authority for salary placement, appeals from this authority should be provided. A special appeals board shall be established composed of three members appointed by the superintendent from Board staff, other than staff of the Office of Human Resources and Development, and three members appointed by the Association. The appeals board will receive appeals from the credit granting authority and recommend dispositions to the Office of the Superintendent of Schools which will make the final decision. Annually, on or before May 1, the appeals board will review the criteria employed in granting of credit and report its findings to the LMCC. Members of the appeals board will serve for two years with new members appointed each year.

ARTICLE 20 EXTRACURRICULAR STIPENDS

A. General

1. It is the intention of the Montgomery County Public Schools to provide instruction and supervision by fully qualified sponsors in a variety of extracurricular activities for students, subject to available funds. This program shall be voluntary except for unit members covered in Section D of this Article. It is also the intention of MCPS to utilize unit members as sponsors of activities and sports; however, if unit members are not available, non-unit members may be utilized to sponsor an activity or coach a sport. The supplementary pay schedule identifies certain stipend-compensated activities. This does not mean that because an activity is listed for a stipend payment that all schools will participate or take steps to participate in all activities. The following conditions must be met before any activity is implemented: (1) the need for it has been established in advance by the principal and the staff; (2) the activity is assigned in addition to the regular teaching responsibility; and (3) it is an activity recommended by the principal and approved by the community superintendent.

2. The principal shall be responsible for the conduct of the entire extracurricular program within his/her school. Whenever any of the activities being conducted do not continue to meet the requirements of the school as determined by the principal, such activities shall be discontinued in that school.
3. The principal in each school shall be responsible for the development of the organizational structure required to carry out the approved activities.
4. The principal is responsible for making the selection of unit members to any of the approved compensated activities subject to the approval of the community superintendent.
5. If a unit member's services in the compensated activity has been satisfactory to the principal, the unit member shall be given first preference for appointment by the principal to the compensated activity if that unit member makes known to the principal a desire to continue.
6. The principal is responsible for posting a notice of sponsor vacancies for each of the activities to be conducted in the school. Qualified unit members who work in the same building for which a stipend vacancy is posted shall be given first consideration. Posting vacancies outside of the local school may take place but is not required. This notice shall fully explain the requirements for the appointment to the position, the general duties of the position, and the stipend to be paid. The principal need not post a vacancy notice if he/she has selected the satisfactorily evaluated incumbent.
7. Principals will attempt to notify all school-based unit members in writing of their stipend assignments before they return to school in August.
8. In the event that changes in such assignments are necessary after the beginning of the school year, affected unit members will be notified promptly in writing.
9. Any teacher accepting the sponsorship of a stipend activity must be assigned a full teaching load.
10. Principals will annually evaluate the performance of all sponsors in the approved extracurricular activity program. Sponsors of stipend-compensated activities will notify the principal in writing that the activity has been completed within five working days after the completion of the activity. The principal will evaluate the performance of all sponsors in the approved extracurricular activity program within 30 working days following the receipt of the written notification that the activity has been completed. There shall be no tenure associated with any compensated activities.
11. The principal shall make every effort to select a different unit member for each stipend activity. Unit members currently sponsoring more than one activity, or coaching more than one sport, should be given first preference to continue performing the one activity or sport of his/her choice if the principal determines that the service has been

satisfactory. A unit member, however, may be eligible for assignment to more than one stipend-compensated activity, provided the activities do not conflict with the normal responsibilities of another stipend-compensated activity or the normal teaching duties and provided that the principal has posted the notice of the vacancy and no qualified unit member has volunteered for the activity.

Unit members currently sponsoring an activity which is being subdivided shall be given first preference to continue performing some or all of the subdivided activities of his/her choice if the principal determines that the service has been satisfactory.

12. Stipend activities may be divided by more than one unit member if, after consultation with the principal, the unit members involved are in agreement.
13. A unit member who does not fulfill the requirements for which a stipend is to be paid must forfeit that portion of the stipend which has not been earned. The determination will be made by the principal and the amount to be forfeited will be based upon the established hourly rate for the stipend program.

B. Classification I \$15.00 – Since many of the elementary and secondary schools of Montgomery County have varying emphases in their programs, limited funds are budgeted for a variety of activities involving working with students which are not included in the other classifications for which a set stipend has been assigned. Activities the school will conduct in this classification must be defined in a job description which will include the time frame anticipated for the activity. The principal in approving the activity and selecting the sponsor will authorize the hours to be paid, which may not exceed 100 hours for each activity. Plans for activities in this class shall be forwarded for approval to the community superintendent along with the plans for activities in all other classes.

C. Classification I-A, Intramural (Co-Ed) Senior High School (\$1,810-\$2,175 – Since many of the senior high schools have varying emphases in their intramural programs, a variable stipend is offered under Classification I-A as follows:

100 hours to 125 hours	\$1,810 stipend
126 hours to 150 hours	\$2,175 stipend

Before a principal approves the stipend in Classification I-A, the sponsor must submit a planned program, including the time frame expected for the activity. Classification I-A stipend must also be approved by the community superintendent.

D. Classification II, Outdoor Education – Teachers participating in the outdoor education programs at one of the outdoor education facilities utilized by Montgomery County Public Schools shall be compensated by a stipend on a per diem basis. The stipends should be made available to classroom teachers accompanying the classes and other professional staff members of the Montgomery County Public Schools on grades A-D who are utilized as educational specialists. The amount of the stipend shall be \$100.00 for each overnight stay at one of the outdoor education facilities. The team member who organizes the outdoor

education program for the school shall be compensated at the stipend rate for up to 40 hours for the organizing and planning activities based on hours worked.

E. Ineligible Personnel –Athletic directors, consulting teachers, and 12-month unit members are not eligible for payment of an extracurricular stipend. Resource teachers and resource counselors are eligible only if the following conditions are met:

1. The activity is in the employee's current work location
2. The stipend has been advertised to other unit members and none have expressed interest in the stipend.
3. The activity does not conflict with normal teacher or resource teacher duties, including meetings.

Such appointments of resource teachers or resource counselors as extra-curricular sponsors shall be for one year only and shall only be renewed if the above conditions are again met.

F. Fall Coaches – High school coaches of fall sports, assistant athletic directors who are not coaching a fall activity, marching band directors, cheerleader and pompon sponsors who are scheduled to participate in preschool activities have three and one half hours per day built into the stipend for a maximum of 8 days prior to the first scheduled day of work for 10-month teachers.

G. Newspaper Sponsor – High School – The sponsor will teach five classes including a class in Journalism II. If the school schedules the staff of the school newspaper to be assigned to the newspaper on a regular basis for a course in Journalism II in which the skills of Journalism I are extended in a planned instructional program, and the production of the school newspaper is not the primary /activity or objective, this practice will be permitted and the newspaper sponsor will receive the stipend.

H. Payment to Unit Members Selected for Stipend-Compensated Activities

1. Payment of stipend activities will be made by the Employee and Retiree Service Center, after receipt of the certified pay vouchers, on employees' regular biweekly paychecks.
2. A unit member accepting a stipend-compensated activity must perform his/her responsibilities before payment will be authorized for those hours. Termination of the assignment before the activity is completed will automatically forfeit the unpaid portion of the stipend. Principals are responsible for prompt notification to the Office of School Performance of any unit member terminating his/her stipend activity.
3. Compensation received for a stipend shall not be subject to withholding for retirement or insurance and shall not be considered as salary for the purpose of computing annuities pursuant to the Maryland Teachers' Retirement Act and the Board of Education of Montgomery County Life Insurance Program. Federal and state withholding taxes and social security deduction will be withheld.

I. The hourly rate for the stipend program will be \$15.00 per hour.

J. Post-Season Competition

Athletic coaches shall be paid at a flat rate of \$50 per round advanced, up to \$100 per week for practices, preparation, and contests when the season is extended as a result of the team being involved in post-season county competition or the MPSSAA regional and/or state competition.

K. Extracurricular Activities

NONATHLETIC STIPENDS	School Level	<u>Stipend</u>
Instrumental Music Director	Middle	\$1,275
Jazz Ensemble Director	Middle	\$1,050
Competitive Marching/Pep Band	High	\$2,475
Marching/Pep Band Director	High	\$1,650
Pep Band Director	High	\$900
Instrumental Music Director	High	\$2,550
Music Theater Director	High	\$975
Choral Director	Elementary	\$1,080
Choral Director	Middle	\$1,500
Choral Director	High	\$4,500
Debate Coach	High	\$3,375
Drama Director (one production)	Middle	\$1,995
Drama Director (two productions)	Middle	\$3,990
Drama Director	High	\$5,055
Enrichment Activities (3-L14)	Elementary	\$375
Enrichment Activities (3-L16)	Elementary	\$375
Flag/Majorette and/or Rifle Team	High	
Sponsor (Separate sponsor)		\$2,250
(Band Director sponsor)		\$1,275
Forensics Coach	High	\$3,375
It's Academic	High	\$1,500
Marching Band Pre-Season	High	\$960
Math Olympiad Coach	Middle	\$1,425

Mathletes	High	\$1,755
Mock Trial Program	High	\$1,350
Newspaper Advisor	Middle	\$1,500
Newspaper Advisor	High	\$3,375
Outdoor Environmental Ed Organizer- -(Elementary Schools w/ Gr 6 Students)	Elementary	\$600
Safety Patrol	Elementary	\$2,865
Senior Class Advisor	High	\$3,750
Junior Class Advisor	High	\$2,625
SGA	Middle	\$3,150
SGA	High	\$4,050
Stage Director	Middle	\$750
Stage Director	High	\$4,995
STEM Club	High	\$1,500
Student Service Learning (SSL)	Middle	
Projected Enrollment:		
Up to 500 - SSL (Small)	Middle	\$1,000
501 to 1,000 - SSL (Medium)	Middle	\$1,200
1,001 to 1,500 – SSL (Large)	Middle	\$1,500
Student Service Learning (SSL)	High	\$3,000
Yearbook Advisor	High	\$3,375

ATHLETIC STIPENDS

	<u>School Level</u>	<u>Stipend</u>
Softball (Co-ed) (Corollary)	High	\$1,725
Assistant Athletic Director	High	\$4,725
Assistant Game Manager	High	\$2,430
Athletic Coordinator	Middle	\$2,715
Baseball Jr. Varsity	High	\$2,955
Baseball Varsity	High	\$4,470
Basketball Ticket Manager	High	\$1,170
Basketball Scorer/Timer (Boys)	High	\$630
Basketball Scorer/Timer (Girls)	High	\$630
Basketball Scorer	Middle	\$240
Basketball Timer	Middle	\$240
Basketball (Boys)	Middle	\$1,230
Basketball (Boys) Jr. Varsity	High	\$3,540
Basketball (Boys) Varsity	High	\$4,845
Basketball (Girls)	Middle	\$1,230
Basketball (Girls) Jr. Varsity	High	\$3,540
Basketball (Girls) Varsity	High	\$4,845
Bocce (Coed) (Corollary)	High	\$1,725
Cheerleader – Plan I	High	
- Fall – Large Varsity Split (2 Sponsors)		
- Sponsor 1		\$2,303

- Sponsor 2	High	\$2,303
Cheerleader – Plan II		
- Fall - Varsity	High	\$2,490
- Fall – Junior Varsity		\$1,958
- Winter – varsity		\$1,973
Corollary Sports Facilitator	High	\$2,070
Cross Country (Coed)	High	\$3,615
Cross Country (Coed) Assistant	High	\$3,390
Cross Country/Track and Field Meet Facilitator – Countywide (1)	High	\$2,070
Cross Country (Coed)	Middle	\$953
Diving Coach – Countywide (2)	High	\$3,090
Field Hockey Jr. Varsity	High	\$2,580
Field Hockey Varsity (Girls)	High	\$3,645
Football Ticket Manager-1 ea high school	High	\$1,005
Football - Four assistants	High	\$5,160
Football - Head coach	High	\$5,958
Gen. Athletic Event Ticket Manager	High	\$2,460
Golf (Coed)	High	\$1,965
Gymnastics Club (Girls)	High	\$1,965
Indoor Track (Coed)	High	\$3,495
Indoor Track (Coed) Assistant	High	\$3,240
Intramural Coordinator	Middle	\$900
Intramural Director	Middle	\$930
Intramural Director (Coed)	High	\$570
Lacrosse Varsity (Boys)	High	\$3,270
Lacrosse Varsity (Girls)	High	\$3,270
Lacrosse (Boys) Jr. Varsity	High	\$2,550
Lacrosse (Girls) Jr. Varsity	High	\$2,550
League Coordinator (five for the County)	Middle	\$540
Night Game Manager	High	\$1,635
Pole Vault Coach – Countywide (2)	High	\$2,550
Pompons	High	\$3,675
Soccer (Boys)	Middle	\$1,215
Soccer (Boys) Jr. Varsity	High	\$2,850
Soccer (Boys) Varsity	High	\$3,750
Soccer (Girls)	Middle	\$1,215
Soccer (Girls) Jr. Varsity	High	\$2,850
Soccer (Girls) Varsity	High	\$3,750
Softball (Boys)	Middle	\$1,155
Softball (Girls)	Middle	\$1,155
Softball (Girls) Jr. Varsity	High	\$2,955
Softball (Girls) Varsity	High	\$4,470
Softball (Co-ed) Corollary	High	\$1,725
Swimming & Diving	High	\$3,225
Team Handball (Co-ed) Corollary	High	\$1,725

Tennis (Boys)	High	\$3,255
Tennis (Girls)	High	\$3,330
Ticket Manager: Countywide Athletic Events	High	\$3,000
Track Assistant (Coed) (Up to 3 per school)	High	\$3,690
Track Head Coach (Coed)	High	\$4,005
Volleyball (Boys) Varsity	High	\$3,465
Volleyball (Coed) Varsity	High	\$3,465
Volleyball (Girls) Jr. Varsity	High	\$2,565
Volleyball (Girls) Varsity	High	\$3,525
Weight Training Director (Coed)	High	\$1,350
Wrestling Jr. Varsity	High	\$3,960
Wrestling Varsity	High	\$5,175

ARTICLE 21 OTHER COMPENSATION

A. Summer School, Special Education, & Other Summer Instructional Activities

1. To meet school system program needs, consideration will be given to those unit members who apply and are found by the Board to qualify for those jobs that are available in the summer school program under the following procedures and criteria. A factor in the qualifications to be considered will be prior summer employment with MCPS.
2. Unit members will be notified concerning the status of their application for summer school employment as early as possible with a view toward facilitating personal plans of unit members.
3. Planning time shall be provided during the unit member's duty day.
4. All required materials of instruction and equipment shall be available at the summer school assignment.
5. Unit members assigned to work during summer school shall be paid their hourly (annual salary divided by 1560, the number of hours paid in a 195 day school year).
6. Unit members performing summer assessments of students shall be paid at their hourly rate (annual salary divided by 1560, the number of hours paid in a 195 day school year).
7. Unit members working as teacher trainers during the summer shall be paid at their hourly rate.
Effective July 1, 2009, unit members eligible for additional compensation for working as teacher trainers shall be paid at their hourly rate (Article 7, Section A, Subsections 8 and 9).

8. Ten-month unit members employed during the summer shall be eligible to use all and any accrued sick leave on any duty day when illness or disability prevents their reporting to their assignment. Ten-month unit members employed in the summer shall be eligible for bereavement leave, for jury duty leave, and for leave to conduct MCEA business in accordance with the procedures developed by the superintendent as outlined in Article 3.
9. MCPS may offer two- or three-year summer employment contracts to unit members. Unit members who sign multiple year contracts but find themselves unable to meet the multi-year commitment must rescind by February 1. Unit members will continue to be hired on an annual basis as well, to respond to actual enrollments and specific program needs.

B. Curriculum Development

1. To meet school system program needs, consideration will be given to those unit members who apply and are found by the Board to qualify for those jobs that are available in curriculum development, in-service training, and other school system programs, under the following procedures and criteria. A factor in the qualifications to be considered will be prior summer employment with MCPS.
2. Unit members will be notified concerning the status of their application for such employment as early as possible with a view toward facilitating personal plans of unit members.
3. All Summer In-Service and Curriculum Development Centers shall have clean, appropriately equipped work areas, facilities, and rest rooms.
4. Unit members assigned to work during the summer on curriculum development, in-service, or other school system projects shall be paid based upon an hourly rate of pay of \$25.00 per hour for such work.
5. Fixed stipends, in lieu of hourly pay, may be provided for certain project work and summer workshops.
6. Ten-month unit members employed during the summer shall be eligible to use all and any accrued sick leave on any duty day when illness or disability prevents their reporting to their assignment.

C. Evening High School, High School Plus, and Saturday School Credit Programs

1. Unit members selected for evening high school, High School Plus, and Saturday school credit program assignments shall be paid at their hourly rate (annual salary divided by 1560, the number of hours paid in a 195 day school year).

2. Preparation time currently being received for the evening high school and Saturday school credit program shall continue.
3. Positions in the evening high school credit program will be filled by the administration first from applicants who are regularly appointed teachers in MCPS. Tenured teachers shall have preference over non-tenured teachers and non-tenured teachers shall have preference over outside applicants.
4. Unit members who are ill may use their accrued sick leave and charge 2.1 hours for a one-session position and 4.2 hours for a two-session position.

D. Training

Professional development programs offered by MCPS shall be categorized into four "Tiers":

- Tier One – Training programs of the highest priority for MCPS; those that are the result of critical initiatives that are a result of the *Our Call to Action*, the system's strategic plan.
- Tier Two – Training programs that provide important content or skill enhancement for unit members but are not a part of Tier One priority system initiatives.
- Tier Three – Other courses that are offered which enable members to meet state or local certification mandates.
- Tier Four – Other courses made available by MCPS which unit members may self-select but which do not meet the criteria for a higher tier.

The identification of tier level for MCPS course offerings will be a collaborative effort between MCPS and MCEA.

Unit members will be paid based upon their regular per diem rate (annual salary divided by 195 regular duty days) for Tier One training taken outside of regular duty hours. Tier Two training taken outside of regular duty hours will be paid at the rate of twenty dollars (\$20) per hour. Tier Three and Tier Four training will not be eligible for compensation.

Unit members will be notified no later than March 1st of any Tier One summer training if it is to be required. Unit members will be provided with options to take such training at alternate times. This may include during or after normal school hours or on days not otherwise scheduled as duty days for 10-month teachers.

E. Mileage

1. Unit members who, in order to fulfill their job responsibilities are required to use their own vehicles to complete those assigned job responsibilities will receive the standard

Internal Revenue Service rate per mile for all travel on MCPS business using their private automobile subject to the conditions in the following paragraphs. These parameters are based on IRS regulations defining mileage reimbursements that do not require the District to treat the payment as taxable income. Adjustments in the mileage rate will be made effective on the date of the official change in the published rates in Internal Revenue Service regulations.

- a. Employees will not be reimbursed for commuting mileage between their home and the first of one or more of their regular work locations. This includes situations where an employee returns home after being at work and then later returns to work again that day. Also included in the meaning of commuting are miles traveled to and from work on non-work days, on leave days or when teleworking.
- b. For employees who perform work at several MCPS and Non-MCPS locations during a day commuting is defined as travel from an employee's home to the first work site they travel to for the purpose of performing work in a day, and travel from the last worksite at which they worked on a day to their residence. For purposes of mileage reimbursement MCPS meetings or functions held at a non-MCPS facility will be treated as at an MCPS location.
- c. An employee who has to travel on MCPS business to a non MCPS site from home may report that mileage, and the return trip for reimbursement.
- d. No personal travel may be submitted for reimbursement.
- e. Unit members are reimbursed for mileage that is required as part of their regularly assigned function/position. Employees who receive stipend payments, overtime, or other additional pay for additional work do not receive reimbursement for miles traveled in their personal vehicles for this work. This includes extra-curricular stipends and summer assignments. .Approved use of a personal vehicle for transportation on a field trip or for out of district outdoor education will be reimbursed.
- f. Travel mileage is reimbursed for up to the shortest non-tolled route between sites. Employees may travel other routes for reasons such as speed of travel, but may only claim reimbursement for the miles in the shortest non-tolled route as shown on MCPS mileage charts.
- g. The employee claiming reimbursement must submit a reimbursement request to their supervisor within 10 business days after the end of the month during which the travel occurred.
- h. Unit members will not be required to drive pupils to activities which take place away from the school building. Unit members may do so voluntarily with the advance approval of their principal or immediate supervisor and will be reimbursed for driving such miles at the rate provided in paragraph A above. In no case shall mileage be paid for travel for extracurricular activities or work beyond the regularly assigned function for which the unit member has been employed.

- i. Unit members who are required as a condition of employment in a given position to use their private automobiles, and who because of this required employment use pay a higher insurance premium, shall be reimbursed for the amount of the additional premium. The unit member seeking reimbursement will be expected to submit satisfactory evidence to support such claim.

F. Moves Between Work Places

Classroom teachers (.5 FTE and above) whose full assignments are changed from one or more work locations to one or more other work locations are eligible for up to six (6) hours of compensation at the Tier Two rate of pay for moving.

**ARTICLE 22
INSURANCE**

- A. The current health insurance plans contained in the “Employee Benefit Summary” and “Evidence of Coverage” documents as amended by agreement of the parties, shall be incorporated as part of this Agreement. The Plans shall be maintained for the life of this Agreement, and shall not be changed except as may be recommended to the parties by the joint MCEA-MCPS Employee Benefits Committee as provided in this Article. The revised booklets shall be made available electronically to all employees during the open enrollment period.

B. Medical Plans

The Benefit Plan shall include the following options:

1. Two Point-of-Service (POS) plans with differentials between in-network and out-of-network plan designs will remain from July 1, 2017, through December 31, 2017. Effective January 1, 2018, there will be one (1) Point –of-Service (POS) plan.
2. HMOs – Health Maintenance Organizations

Three Health Maintenance Organization plans, including both network and staff model HMOs will remain from July 1, 2017, through December 31, 2017. Effective January 1, 2018, there will be two Health Maintenance Organizations.

3. The Board agrees to pay the dominant share of premiums in accord with the schedule and provisions below.

A. Base Premium Cost Sharing Formulas

HMO plans	88/12
POS plans	83/17
Dental, Vision, Rx & Life	83/17

B. Wellness Incentives

Health Risk Assessments (HRAs) –MCPS will pick up an additional 1% of the premium for employees who complete an online Health Risk Assessment by the established deadline.

Biometric Screenings (BMSs) - MCPS will pick up an additional 1% of the premium for employees who complete and submit the results of standard lab tests of blood work by the established deadline.

All data submitted through these wellness initiatives will be treated as confidential by a third-party administrator covered by the privacy requirements of the federal HIPAA Act.

Implementation of these provisions will be overseen by the Joint Employee Benefits Committee, including approval of the final HRA questionnaires and BMS requirements. Participation in HRAs and BMS shall be completely voluntary.

HRAs and BMSs shall be documented annually through the third-party administrator for renewal of the employer premium pick-ups for the following year.

C. Smoker Rates

Annual plan enrollments will include a signed attestation as to whether the employee or spouse on the benefit plan is a smoker or a non-smoker. A non-smoker is defined as someone who has not used tobacco products during the prior twelve month period. Plan participants who are smokers shall pay a premium surcharge of an additional 3%. Effective January 1, 2018, if either the employee or spouse is a smoker, the employee shall pay the premium surcharge of 25%. Plan participants who falsely attest to being a non-smoker will be subject to a penalty which will be noted on the enrollment form. The penalty applied would be \$2,500 and would be payroll deducted. An employee shall attest to any changes to the smoker status for self or spouse during the plan year, which will result in removal of the imposition of the surcharge.

4. The closed Point-of-Service (POS) Plan shall be discontinued effective January 1, 2018.

5. **Doctor Visit Co-Pays** - Doctor visit co-pays will be as provided in the following table:

Plan	Providers	Effective 7/1/17 to 12/31/2017	Effective 1/1/2018
POs	Primary Care Physicians	\$15	\$15
	Specialists	\$20	\$25
HMOs	Primary Care Physicians	\$10	\$10
	Specialists	\$15	\$20

C. Supplemental Plans

The existing dental, vision, drug, and life insurance plans shall continue to be provided, except as modified herein. Unit members will be able to select each plan independently, regardless of other plan selections. The premium cost sharing formula shall be in accord with the schedule and provisions above.

1. Dental Plans

MCPS will contract with both a Dental Preferred Provider Organization (DPPO) and a Dental Maintenance Organization Provider (DMO) to provide dental benefits to MCPS employees. Unit members may elect annually to participate in either the DPPO or the DMO Plan. The DPPO will provide both in-network and out-of-network dental benefits.

2. Vision Plan

The vision plan benefits will be as follows (“NVA Wholesale1” option):

Exams: optometrist	\$50
Exams: ophthalmologist	\$66
Frames: frames only	\$40
Lenses: per pair	
Single vision	\$40
Bifocal	\$70
Trifocal	\$90
Lenticular	\$240
Contact lenses:	
Medically necessary	\$230
Standard or disposable	\$80

3. Prescription Drug Plans

- a. MCPS will implement a managed prescription drug plan which combines utilization review, physician profiling and case management techniques. The

plan will protect a physician's ability to make a final medical determination of the appropriate medication. The plan's co-payment structure is designed to encourage participants to purchase prescription drugs at the most affordable price.

- b. The prescription drug co-payment schedule will be:

DRUG CLASS	Retail		Domestic Mail Order	
	<i>30 day supply</i>		<i>3-month supply</i>	
Generic Drugs	\$5	\$10	\$5	\$10
Brand Name, Formulary List Drugs	\$20	\$25	\$20	\$25
Brand Name, Non-Formulary, no generic equivalent	\$35	\$40	\$35	\$40
Brand Name, Non-Formulary, generic is available	\$35 plus the difference	\$40 plus the difference	\$35 plus the difference	\$40 plus the difference

- c. **Generic Equivalent Rules** – Prescriptions for non-formulary brand name drugs with a generic equivalent will automatically be filled with a generic, and the participant will be charged the lower generic class co-pay. If the physician specifies to dispense as written, or if the participant opts for brand name non-formulary drugs, such drugs will be dispensed and the co-pay shall include the added difference in cost for the name brand drug over the generic drug.
- d. **Formulary Drug List** (a.k.a. “Primary Drug List”) is a list of preferred brand name medicines that have been reviewed and selected by the pharmacy benefit manager’s “*Pharmacy and Therapeutics Committee*” of practicing doctors and clinical pharmacists for their safety, quality and effectiveness.
- e. **Maintenance Drug Class** – Maintenance medications are drugs usually prescribed to treat conditions of a long-term or chronic nature, such as diabetes, arthritis, or high blood pressure. Drugs are classified according to therapeutic category and those drugs that are considered as maintenance medications under the plan are identified through the pharmacy benefit manager. Two initial 30-day prescriptions for maintenance drugs may be filled at a retail pharmacy. Following that, maintenance drugs must be filled through the mail-order pharmacy program. If such subsequent maintenance drug prescriptions are purchased at a retail pharmacy, the plan shall only pay as much as it would have if the drug had been purchased mail-order—and the participant shall pay the difference. Participants may choose to continue purchasing their maintenance drugs in 30-day prescriptions at a retail pharmacy beyond the first two months. If they do, the co-pay shall be the mail order co-pay for a 30-day supply plus

the added difference in cost for the retail maintenance drug over the plan's cost for purchase of a 30-day supply of the maintenance drug through the mail-order pharmacy.

- f. **Biotech Drug Class** – Certain newly-patented, high-cost, bio-engineered drugs are to be bought in the most cost-effective way. The plan design shall include a specialty mail-order pharmacy for biotech drugs. The Joint Employee Benefits Committee will have responsibility for continuing to seek out ways to purchase biotech drugs at the lowest possible cost.
- g. **Specialty Drugs** –Caremark will be the exclusive provider of designated specialty drugs for Caremark plan participants.
- h. If a doctor certifies that it is medically necessary to prescribe a brand name drug (for example, if the participant has an allergic reaction to the generic equivalent), the co-pay on brand name drugs filled through the mail order program will be the applicable brand name drug co-pay: either formulary or non-formulary no-generic.
- i. **Generic Step Therapy.** “Targeted Generic Step Therapy” will be implemented in the Caremark prescription plan to promote greater use of generic drugs in the case of certain drugs for identified medical conditions; as provided in a separate Memorandum of Understanding regarding Generic Step Therapy between MCPS, MCEA, SEIU Local 500 and MCAAP.
- j. Network pricing at pharmacies participating in the network, and through the mail order pharmacy, shall be made available to plan participants to purchase medical supplies not covered by the plan but negotiated through the network. The co-pay for such supplies shall be 100 percent of the network discounted cost.
- k. Participants in the Kaiser HMO shall have their prescription coverage provided by Kaiser in conjunction with their medical plan. The co-pays shall be \$10 for all prescriptions at Kaiser pharmacies (including mail-order) and \$15 at other participating pharmacies (including Giant, Safeway, and CVS).
- l. **Disease Management** –
 - 1. Diabetes Management Program – Plan participants diagnosed with diabetes, who participate in one of the plans' Diabetes Disease Management programs will have their co-payments waived on diabetes medications and test strips for the following calendar year as long as they maintain their participation in the diabetes management program and use their medications prescribed to treat diabetes without missing any days.
 - 2. Cholesterol Control Compliance – Effective January 1, 2018, plan

participants diagnosed with high cholesterol, who participate in one of the plans' cholesterol control compliance programs will have their co-payments waived on related medications for the following calendar year as long as they maintain their participation in the program and use medications prescribed to treat their cholesterol without missing any days.

3. Hypertension Control Compliance – Effective January 1, 2018, plan participants diagnosed with hypertension, who participate in one of the plans' hypertension control compliance programs will have their co-payments waived on related medications for the following calendar year as long as they maintain their participation in the program and use medications prescribed to treat their hypertension without missing any days.

4. Life Insurance

The Board will provide eligible unit members with the opportunity to purchase additional term life insurance in an amount equal to one times annual salary, during the initial benefit eligibility period. An eligible unit member who does not purchase additional term life insurance when first eligible may do so during future open enrollment periods provided he or she meets insurance company underwriting requirements. The unit member will pay the full cost of additional life insurance purchased under this provision.

- D. The Joint Employee Benefits Committee will review Requests For Proposals and make selection recommendations associated with the benefits plans designated above to the Board of Education.

E. Dual-Employee Households

Whenever a husband and wife are both employed by MCPS and eligible to participate in the Employee Benefits Plan, each will have the option of being covered separately or being covered as a dependent on their spouse's plans. No employee or dependent may be covered under two different MCPS plans for the same type of benefit (health, dental, vision, prescription). In the event of termination of coverage of one of the employees, or if dissolution of the marriage occurs, any employee who was covered as a dependent under his/her spouse's plan will be permitted to continue in that plan as the covered employee.

F. Tax Deferred Annuities & Deferred Compensation Plans

Unit members will be eligible to participate in the currently available tax advantaged salary deferral plans (403b and 457) plans. The forms for the necessary reduction of annual salaries shall be available online and at the Employee and Retiree Service Center (ERSC).

The parties agree to continue to work through the advisory committee to establish an oversight structure for the defined contribution plans, to include representatives of the employee organizations as is currently done with the Retirement and Pension System Board of Investment Trustees.

G. Joint Employee Benefits Committee

1. The joint MCEA-MCPS committee for the purpose of reviewing periodically the employee benefit plan shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three members of the committee.
2. The committee shall also select and monitor the performance of the health care plan administrators.
3. It is understood that the committee shall utilize the bid process if required by state law or MCPS regulation to contract for outside services required to assist the committee.
4. The BOE shall indemnify and hold MCEA, its officers, employees, and agents harmless against any and all claims arising out of the agreements set forth in this Section and will reimburse witness costs and fees, court costs, legal fees, and lost wages incurred in defending against any such claim.
5. In recognition of the inadequacy of the Maryland State Teachers Pension, the Joint Committee is also charged with developing options for enhancing the MCPS supplemental pension plan. Such options may be the subject of future negotiations between the parties.
6. Recognizing the shared interest in enabling plan participants to be better informed consumers of health care services, the parties agree that MCPS will use its available communication systems to maximize the availability of comparative costs for services being charged to the plan by doctors, labs, and hospitals as well as information on hospital re-admission rates and post-surgical infection rates. The Joint Employee Benefits Committee will be provided with full access, to the extent possible, to plan utilization and vendor performance, outcome and cost data, including vendor contracts, to facilitate their work towards increasing market transparency so that plan participants can be better informed consumers of health care services.

H. Flexible Spending Accounts

The Board of Education shall establish and maintain a Section 125 plan, which includes medical reimbursement and dependent care assistance flexible spending accounts, and premium conversion.

- I. Unit members planning to retire should contact the Employee and Retiree Services Center as early as possible.

ARTICLE 23
DEDUCTIONS FROM SALARY

- A. As unit members individually and voluntarily authorized the Board, the Board agrees to deduct from the unit members' salaries one single payment periodically to include (1) dues for the Montgomery County Education Association, (2) dues for the Maryland State Education Association and the National Education Association, and (3) premiums for the MCEA insurance plans. This authorization for MCEA, MSEA, and NEA dues and/or premiums for the MCEA insurance plans and other miscellaneous assessments will remain in effect until one or more of these deductions are added or dropped as authorized in writing by a unit member and received by MCEA on or before September 10. The amount deducted from a unit member's salary each year will be for the total dues and/or the MCEA insurance premiums as certified by MCEA by authorization form signed by the individual signifying that such deductions shall be at the "current rate."
- B. The Board agrees to transmit the deductions promptly to the Montgomery County Education Association, including a list of names and the amount of each deduction.
- C. MCEA will certify to the Board in writing the current rate of membership dues for the three associations by September 1. Further, the Association agrees to certify in writing the current premiums for the insurance plans for each unit member, using payroll deductions for this purpose at the time he/she enrolls or changes his/her status.
- D. The number of deductions referred to in Section A are to be made during the school year and the amount of each deduction will be as mutually agreed upon by the Board and the MCEA. The Board will honor any authorizations for dues deductions and MCEA insurance premiums received after the beginning date of withholding provided, however, that it will deduct the amount only for each remaining pay period and for the number of pay periods that have been agreed to by the Board and MCEA. Authorizations for deductions will be honored beginning with whatever pay period the records are open.
- E. The Board will withhold taxes for unit members who live in jurisdictions other than Maryland.
- F. All 10-month unit members shall be offered the option to have their 10-month salary paid over 12 months.
- G. Representation Fee
 1. All unit members hired after August 31, 1984, shall be required to join the Association or to pay a representation fee. All unit members who are members of the MCEA as of

September 10, 1984, shall continue their membership in MCEA or pay a representation fee to MCEA.

2. a. Prior to October 1 of each year, MCEA will notify MCPS in writing of the amount of the representation fee to be charged to unit members for that contract year.
- b. Pursuant to Section 6-407 (c) (2) of the Education Article of the Annotated Code of Maryland, the representation fee "may not exceed the annual dues of the members of the organization." Such members' annual dues include payments earmarked for MCEA and its state and national parent organizations, the Maryland State Education Association ("MSEA") and the National Education Association ("NEA"), respectively, and the representation fee will be determined with respect to this three-tiered structure.
3. Prior to October 1 of each contract year, MCEA will determine the percentage of its members' dues, as defined above, that represents the cost of "negotiations, contract administration, including grievances, and other activities" as are required under Sections 6-407 (b) and (c) of the Education Article of the Annotated Code of Maryland. MCEA will base this determination on a review of financial records and other documents describing MCEA's activities and will be guided by the language of the Education Article of the Annotated Code of Maryland, the United States Supreme Court decisions in Ellis v. BRAC and Abood v. Detroit Board of Education, and other relevant federal and state court decisions. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, other activities not germane to collective bargaining, or benefits or activities available to or benefiting only MCEA members (e.g., member-only insurance programs).
4. Promptly after notifying MCPS of the amount of the representation fee, MCEA will send a written communication to each employee in the unit who is required to pay such a fee under this Agreement. This communication will inform the employee, inter alia—
 - a. of his or her obligation to pay a representation fee to MCEA;
 - b. of the amount of the representation fee and the manner in which it was determined;
 - c. of his or her option to pay the representation fee directly to MCEA or to deduct the fee from his or her salary. The mechanics for the deduction of representation fees and the transmission of such fees to MCEA will, as nearly as possible, be the same as those used for the deduction and transmission of membership dues to MCEA; and
 - d. that his or her failure to pay the representation fee will not affect his or her rights, benefits or status as an employee of MCPS.
5. a. If an employee who is required to pay a representation fee is employed in a unit position on a part-time basis or for less than a full contract year, the representation

fee for that employee for said contract year will be a pro rata portion of the annual fee, based on annual salary.

- b. If the employment of an employee who is required to pay a representation fee is terminated (voluntarily or otherwise) before MCEA has received the full amount of the representation fee to which it is entitled, said employee will be liable to MCEA for the unpaid portion of the fee.
6. If an employee who is required to pay a representation fee fails to do so, MCEA may take appropriate steps—including the commencement of legal action against the employee—to collect the amount in question. MCPS will not be required to terminate a unit member's employment or take disciplinary action against a unit member for failing to pay a representation fee.
7. Consistent with Section 6-407 (c) (4) of the Education Article of the Annotated Code of Maryland, the obligation to pay a representation fee will not apply to an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this paragraph for an exemption from the obligation to pay a representation fee for any contract year, an employee must:
 - a. Submit to MCEA and MCPS prior to October 1 of each contract year, or within 30 days after being hired into a unit position, whichever is later, a written statement setting forth the basis of his or her religious belief;
 - b. During said contract year pay an amount equal to the representation fee to a nonreligious, nonunion charity or to such other charitable organization as may be agreed upon by said employee and MCEA; and
 - c. Prior to the end of said contract year furnish to MCEA and MCPS written proof of such payment.
8. This Section will not apply to home and hospital teachers, or short-term substitutes as defined in the Substitute Teacher Agreement, but will apply to long-term substitutes, as defined in said Agreement. Promptly after receiving the quarterly list referred to below, MCEA will bill long-term substitutes who are required to pay a representation fee for a pro-rata portion of the annual fee based on the number of days actually worked during the quarter in question. MCEA will send a written communication to each long-term substitute who is required to pay a representation fee informing the employee of his or her obligation.
9. Within 10 days after the end of each month MCPS will submit to MCEA a list of all employees who were hired into positions during said month. Within 10 days after the end of each quarter, MCPS will submit to MCEA a list of all employees who were employed as long-term substitutes during said quarter. These lists will include the names, job titles, and dates of employment for all such employees.

10. MCEA shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this Article, or in reliance of any list, notice, or assignment furnished under any such provisions, including the representation fee language. MCEA will assume primary responsibility for the defense of any such claim. Counsel for MCPS will be permitted to enter an appearance and will be kept fully apprised of litigation developments by counsel for MCEA, but MCEA will not be responsible for any legal fees MCPS may incur in this regard.

ARTICLE 24 VOLUNTARY TRANSFERS

A. It is in the best interest of the school system and the union to provide maximum opportunities for employees to seek positions that are the best matches with skills and abilities. It is also critical to give administrators and school staff the most simplified, timely, and open access to the pool of internal and external candidates. It is also in both parties' interest to ensure that the transfer process supports the instructional program, takes students' needs into consideration and that all vacancies are reported in an accurate and timely manner. Seniority in MCPS will be considered a factor in the transfer process; however, because the parties believe that there are educational benefits for all students to be taught by a diverse staff, MCPS will also consider diversity in the transfer process. Diversity is defined broadly to include gender, race, and ethnicity.

The voluntary transfer of unit members shall be affected by appropriate members of the administrative staff using the following procedures:

B. Transfers and Job Fairs

1. Open Job Fairs will be held in the second semester of each year. At this time, the unit members will be provided access to interview appointments with the school staff where they are seeking a transfer. Priority placement teachers, part-time teachers seeking full-time positions, and full-time teachers seeking part-time positions will be invited to participate in the Job Fairs. The Job Fairs are reserved for internal unit members only whose assignments are determined by principal selection. Those whose positions are not selected by principals (speech pathologists, occupational therapists, and others) should continue to work with immediate supervisors to seek a transfer.
2. A minimum of four Job Fairs will be held: two elementary, one middle and one high. All job fairs will be completed at least three weeks prior to the close of the initial voluntary transfer season. Each school will participate in one Job Fair. All schools will participate in the Job Fairs with adequate staff to conduct interviews. Schools will post their vacancies on *MCPS Careers* and unit members can apply to specific vacancies or to schools at which they are interested in working. Schools may accept interview requests from all levels and subjects. Unit members will make appointments during the week before the Fairs by applying through *MCPS Careers*. Appointments may not be requested prior to the

announced date before the Fair. Interviews will occur at the Job Fair at 20 to 30-minute intervals. Interviews will not be limited to projected vacancies. The process for application and interviews for new schools will be advertised and conducted prior to March of the year in which the school opens.

3. Unit members who are unable to secure an interview or attend the Job Fairs can apply through *MCPS Careers* for schools to which they would like to transfer. Principals are encouraged to interview at times other than the Job Fairs but are not required to do so.
 4. The Office of Human Resources and Development will publish an annual webpage describing transfer procedures, including timelines and telephone numbers to contact for information before the end of February each year.
- C. Transfers will be allowed during this first voluntary transfer window across certification areas and school levels, except in previously identified “tight” fields where such transfers will not be approved until all Priority Placements in that certification area have been cleared. Human Resources and MCEA will meet prior to the transfer season to review the data on Priority Placements and vacancies to jointly identify “tight” fields.

The voluntary transfer process will close temporarily at the end of the business day on a Friday that is at least three weeks after the last Job Fair and will reopen following completion of comparable priority placements.

D. Posting of Vacancies

It is in the best interest of the school system and unit members that all vacancies be posted during the transfer season. All teacher vacancies are required to be posted on *MCPS Careers*. The posting of vacancies will be monitored by the Office of School Support and Improvement and the Office of Human Resources and Development for accuracy.

E. Twelve-Month Job Postings

Vacancies for any 12-month positions in the bargaining unit will be posted on *MCPS Careers*. Interested transfer candidates, along with those seeking a promotion and outside candidates, will interview directly with supervisors for the posted vacancy. If the vacancy occurs during the school year, and an internal transfer candidate is selected, that candidate may be required to remain in the current position until a replacement is identified. Identification of a replacement will be given high priority by Office of Human Resources and Development.

F. Electronic Resume Bank

Unit members will be able to post their resumes and job profiles on *MCPS Careers* so that all principals and supervisors will be able to review unit members' resumes. All part-time teachers seeking full-time positions, and full-time teachers seeking part-time positions, will inform the Office of Human Resources and Development via *MCPS Careers*. When appropriate vacancies

occur, the Office of Human Resources and Development will inform unit members of these vacancies.

G. Monitoring Transfers

The Office of Human Resources and Development will compile and provide information to the Office of School Support and Improvement and MCEA on the numbers of transfers from individual schools.

The associate superintendent for Human Resources and Development will present data related to the *MCPS Careers* and transfer process to the LMCC each year to jointly make recommendations for changes in the process no later than the end of December.

H. Transfers will not usually be approved for—

1. personnel who are in their first two years of employment in the bargaining unit;
2. personnel who are requesting transfer out of their field of preparation and certification;
3. personnel who are included in the PAR program for the following year by the PAR Panel; and
4. an individual completing his/her fourth semester of employment, who has all effective ratings on his/her most recent evaluation, will be allowed to participate in the job fairs and in the voluntary transfer process.

I. If a voluntary transfer approved for the good of the school system causes a unit member to move from a field in which he/she holds a standard or advanced professional certificate to a field in which he/she does not hold a standard or advanced professional certificate, the unit member will sign a statement of understanding that will verify that the unit member is aware of the following:

1. That he/she will have to take additional course work in order to become fully certificated in the field to which he/she is reassigned.
2. That a reasonable period of time, but in no case more than two years, will be established by the Board of Education to enable the unit member to meet the new requirements. A unit member who does not meet these requirements will have his/her certificate rated as Class II.

J. Principals will notify the Department of Recruitment and Staffing as soon as they have determined whom they will request for a given vacancy.

K. The Office of Human Resources and Development shall notify the unit member in writing and those concerned with the transfer when it is affected.

- L. No voluntary transfers will be affected after July 20 unless both releasing and receiving principals agree. MCEA will be notified of any new vacancies that occur after July 20. Occurrence of such vacancies will be reviewed by the Office of School Support and Improvement and the Office of Human Resources and Development.
- M. Whenever a unit member transfers, the effective date will be the first full pay period after the unit member is assigned to begin work.
- N. **Open Contracts** – Unit members interested in career opportunities such as guidance counselor, reading specialist, or media specialist may be eligible for open contracts in these fields (and others as identified by the Office of Human Resources and Development). The Office of Human Resources and Development will advertise the process in the spring of each year by which internal candidates can be considered for open contracts.
- O. **Best Practices** – The Office of Human Resources and Development and MCEA will develop a joint communication about “Best Practices” to use during the transfer process. The communication will be posted on the transfer webpage. The communication will be available for new principals to review and will be included in MCEA’s Resume Writing & Transfer Process Workshops. The Best Practices to be encouraged will include the critical need to advertise all vacancies, and notification of interviewees and interviewers, when vacancies have been filled or when an applicant is no longer interested or available.

ARTICLE 25 INVOLUNTARY TRANSFERS

- A. When a unit member is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment.
- B. Notice of an involuntary transfer will be given to the unit member as soon as possible.
- C. A unit member's length of MCPS service, area of competence and experience, and major or minor field of study will be considered significant factors in the involuntary transfer process. In addition, because the parties believe that there are educational benefits for all students to be taught by a diverse staff, MCPS will consider diversity in the transfer process. Diversity is defined broadly to include gender, race, and ethnicity. In the event that other significant factors are equal, a unit member's length of MCPS service will prevail except for the SYSTEMWIDE effort to promote increased diversity in the workforce. The parties will jointly develop implementation procedures for this SYSTEMWIDE effort. In determining “area of competence” in elementary schools, involuntary transfer decisions will be made within the group of those similarly certified (and not job code).
- D. Unit members in split location assignments who are involuntarily transferred out of one of their locations will be asked if they prefer to retain the other part of their assignment or to be treated as a fulltime involuntary transfer. If the preference is to retain the other part(s) of the assignment, human resources will attempt to find an appropriate match. If an appropriate

match cannot be found the employee may be placed in a new full-time position. An employee preferring a new full-time placement is not guaranteed a single location assignment if none is available.

- E. A unit member may grieve an involuntary transfer that is alleged to be based on arbitrary or capricious reasons.
- F. Unit members being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is made. Unit members will be able to indicate their preference of assignment. Effort will be made to honor the unit member's geographic preference as indicated on the preference sheet if a vacancy in the teacher's area of certification is available.
- G. When it becomes necessary for a unit member to transfer because of changes in enrollment or program, the Office of Human Resources and Development will give the transfer of the unit member priority in filling known vacancies.

H. Priority Placements

1. Placement of unit members on involuntary transfers and returnees from leave will occur at a SYSTEMWIDE meeting scheduled after the close of the voluntary transfer season and prior to July. Meetings will be organized by school level (one for elementary, one for secondary). Community superintendents, principals who have vacancies and those who have placed teachers on the involuntary list, appropriate human resources representatives and MCEA will be invited. Except as noted below, the voluntary transfer process will reopen on June 6.
 2. In the event that all involuntary placements cannot be made at the SYSTEMWIDE meeting, placements will continue to be made by the Office of Human Resources and Development and the Office of School Support and Improvement in consultation with MCEA. Appropriate notices of any continuing closed fields will be posted on the Web by the Office of Human Resources and Development. The placement process in such fields shall continue until all such placements are completed. At that point, the voluntary transfer process for that field will reopen, and notice of such shall be posted on the Web.
 3. Priority placements will be completed prior to any change of a part-time member to full-time or a full-time member to part-time or any new hire is assigned.
 4. Priority placements whose initial placement did not meet their preference criteria will notify the Office of Human Resources and Development in writing of their wish to have their folders identified for continued review. These unit members are encouraged to send resumes and cover letters to principals at schools with vacancies that more closely meet their preferences.
- I. Unit members who are involuntarily transferred will be notified individually by the school principal and given the opportunity to attend a meeting held by the Office of Human Resources

and Development to receive appropriate information. Every effort will be made to notify the unit member of the need for an involuntary transfer prior to the Job Fairs.

- J. When an involuntary transfer is necessary, an effort will be made by the principal and appropriate community superintendent to allow a unit member to voluntarily place himself/herself on the involuntary transfer list.
- K. An article will appear in *MCPS Careers* late in May regarding the status of unit members being involuntarily transferred and returning from leave and the procedure used to reassign them. Information will also be presented in *MCPS Careers* regarding the procedure for retirement.
- L. Vacancies will not be held or frozen because a principal is on leave. Involuntary placements will continue regardless of the availability of the principal.
- M. Any unit member who might need to be involuntarily transferred will be reassigned to his/her same position if an appropriate vacancy occurs at a later date. The unit member who has been involuntarily transferred should, however, have the option of determining whether he/she is to be reassigned to the original school if he/she has already been assigned to another position. No changes will be made if the vacancy occurs after July 20, unless the two participating community superintendents, principals, and the teacher agree to the change.

ARTICLE 26 TRANSFERS FROM SCHOOLS THAT ARE CLOSING

- A. Immediately following the board decision to close a school, a representative from the Department of Recruitment and Staffing shall contact the appropriate community superintendent to arrange a meeting with all the staff of the school. The community superintendent and representatives from the Department of Recruitment and Staffing then meet with the total staff to discuss transfer procedures shortly after the decision has been made to close the school. Thereafter, if the school is not closing in that school year, another meeting will be held in the spring of the year in which the school actually closes.
- B. Personnel representatives shall also schedule individual conferences with those unit members who have requested such a conference to discuss at mutually agreeable times such matters as certification and transfer.
- C. Before filling any vacancies in a receiving school, the principal from the designated receiving school will arrange to interview all teachers from the designated closing school who express a preference to follow students to the receiving school.
- D. In filling any vacancies in a receiving school, the principal will consider the following significant factors: certification, length of service in MCPS, area(s) of competence, major or minor field of study, and whether the unit member would follow the students to the receiving school. Where more than one applicant is acceptable to the principal, the opportunity to follow students to the receiving school will receive additional consideration.

E. School-Based Unit Members in Positions Working Other than 10- or 12- Month Schedules

1. Vacancies occurring in such positions in closing schools will be filled on an acting/temporary basis with candidates from either inside or outside the school using the normal process for filling such vacancies.
2. Such vacancies in all schools will be filled on an acting/temporary basis unless filled by a person already in the job class or in the "pool" described.
3. Any unit member who has satisfactory evaluations and is in such a position in a closed school or who is involuntarily transferred will be placed in a "pool." As future openings in the job class occur, the principal having the opening must consider persons from the "pool," leave returnees who have been in that job class, or voluntary transfers currently in that job class.
4. The principal must hold interviews from among those eligible after considering the specific qualifications needed to fill the position. If, because of program needs, the principal is unable to identify someone from the "pool," a leave returnee, or a voluntary transferee to fill the position, the principal may, with the approval of the appropriate community superintendent and associate superintendent of human resources, assign an acting person to the position until the end of the school year.
5. Those positions being filled on an acting basis will be re-advertised yearly and filled by someone from the "pool," leave returnee, or voluntary transferee. This process will continue until all members of the "pool" have been assigned. Requests to extend an acting assignment beyond one year must be approved by the deputy superintendent.
6. Employees in an acting capacity are guaranteed pay as stipulated for the position.
7. These employees will be reinstated to their former school and position if they assume an acting assignment after January 1. All other employees in acting capacities prior to January 1 will be involuntarily transferred to appropriate vacancies as they develop.
8. Applicants may request from the Department of Recruitment and Staffing an explanation of why they were not selected for the position.
9. If a unit member in the "pool" or currently holding such a position refuses to be interviewed or turns down a position that is offered, he/she will no longer be considered in the "pool."
10. Any unit member in such a position whose school is closing and is not assigned by the date the school is closed, will be guaranteed his/her "normal" paid duty days for that summer and will have the option of receiving his/her salary differential for one year only while in the "pool," or electing not to receive the differential and being allowed to accept the sponsorship of stipended activities.

F. Voluntary Transfers from Closing Schools in Year(s) Prior to Actual Closing

1. Any unit member of a closing school who is selected for a promotion would be allowed to assume the new responsibilities.
2. Unit members of a closing school should be allowed to apply in the usual way for voluntary transfers. Principals and community superintendents and the Office of Human Resources and Development should carefully screen transfer requests to assure that the school maintains an outstanding staff in the years leading up to its closure. Voluntary transfers will be permitted only under very carefully scrutinized conditions.
3. Requests for voluntary transfers out of receiving schools will be treated as all other voluntary transfer requests.

**ARTICLE 27
TWELVE-MONTH POSITIONS**

- A. These positions are defined as positions other than those on the A-D grades.
- B. All vacancies in the above-defined positions will be published in *MCPS Careers* immediately following the decision to fill such positions. Individual vacancies in those categories containing a large group of persons will be advertised as a classification and not on an individual school basis so that a person may be given adequate consideration for any one of the vacancies that may exist in any given category.
 1. During the school year, *MCPS Careers* will carry the vacancy list for these positions. Persons who desire to apply for such vacancies will submit their application, in writing, to the Office of Human Resources and Development within the time limit expressed in *MCPS Careers* in which the vacancy was published. The receipt of all applications will be acknowledged promptly by the Office of Human Resources and Development.
 2. Unit members may apply for the above defined positions which may become vacant during the summer months. Positions will be advertised in a summer employment bulletin. Applicants will inform the Office of Human Resources and Development of their summer addresses.
- C. In the notice of vacancies in *MCPS Careers*, qualifications, duties, and rates of compensation will be clearly stated. Where qualifications and duties may vary from the accepted qualifications for a position, the variations will be specified.
- D. Upon written request, the superintendent or his designee will explain in writing to an applicant the reason he/she was not appointed.
- E. All appointments made to positions on the above-defined positions will be listed in *MCPS Careers*.

F. In filling vacancies, consideration will be given to the presently employed unit members. Their MCPS service, areas of competence, major and/or minor fields of study, quality of performance, and attendance record will be considered in filling vacancies.

G. When a unit member's position is reclassified to a lower paying classification, the unit member shall continue to receive his/her annual salary for one year or until such time as the salary is less than he/she would earn in his/her new salary classification, whichever comes first.

H. Flexible Schedule Option for Twelve Month Unit Members

1. The parties agree to develop a framework that permits twelve month unit members to work a flexible schedule for a maximum of four weeks per year per unit member. The flexible schedule shall be four 10-hour days and one day off in a five-day work week. Days off shall be staggered so that services continue to be available throughout the week.
2. Central services units shall be able to choose up to any four common weeks in the year and must submit the plan for when the four weeks will occur on or about July 31 of the impacted fiscal year. A central services unit shall be defined by the work and the appropriate executive staff member. Requests must be submitted to and approved by the appropriate executive staff member prior to implementation of any flexible schedule options. The defined weeks are for the unit and any individual participating must submit their request to their supervisor to be included with the unit's program.
3. Participation in this flexible scheduling provision is voluntary on the part of each MCEA unit member.

I. Professional Recognition

The Board and the Association recognize that the nature of the jobs performed by members of the unit employed in 12-month positions in the central and field offices is such that work beyond the customary 40-hour work week is often required. The Board recognizes that professional staff in the positions described above will exercise professional judgment in determining when the needs of the school system permit them to attend to personal business of relatively brief duration during normal working hours without using leave for those absences from the work site. Personal business may include, but is not limited to, private appointments, lab tests, parental obligations, household appointments, emergency household demands, or other personal business. Unit members wishing to exercise this privilege will communicate their desire to access this privilege and supervisors will give favorable consideration to this request unless the supervisor has a reasonable basis for doing otherwise.

The parties agree that this privilege is to be used occasionally and is not for regular or frequent use. The parties also recognize that unit members will not overuse these privileges and the Board, at the appropriate supervisory level, retains the right to deny such privileges to any unit member whose pattern of absences from work appears inconsistent with the performance of his/her duties in the highly professional manner expected of all unit members. It is agreed that

the substance of this section is subject to the grievance procedure, but not to the arbitration procedure.

ARTICLE 28 PART-TIME POSITIONS

- A. A part-time unit member shall be compensated at the hourly rate commensurate with the unit member's level of experience and training.
- B. A part-time unit member shall be eligible on a proportional basis for all the benefits enjoyed by a full-time unit member. The workweek for part-time teachers will be prorated based on FTE in accordance with Appendix C.
- C. Part-time unit members shall be given consideration for full-time employment in any classification that they are qualified for as vacancies develop during the term of this contract.

Part-time unit members who apply for full-time employment will be considered along with other applicants for full-time employment for position vacancies expected to occur at the beginning of a school year. Such part-time unit members will also be considered for open contract for full-time employment at the same time other applicants are considered for open contract.

- D. Individual unit members seeking a change in their employment status, i.e., part-time to full-time, may not do so until all full-time involuntarily transferred and returning from leave unit members in their teaching fields have been reassigned. In any case, the needs of the school system prevail and part-time unit members must be willing to accept full-time positions if no part-time positions are available, take up to one (1) semester of Unusual or Imperative leave without pay, or terminate their service with MCPS.
- E. Bona fide educational needs must be considered before full-time unit members are permitted to become part-time unit members. If no full-time positions are available, full-time teachers returning from leave may accept a part-time position, take up to one semester of Unusual or Imperative leave without pay, or terminate their service with MCPS.
- F. If there is a desire to adjust a part-time unit member's schedule after the close of the transfer season, the principal and the teacher should meet to discuss options. If a mutual agreement cannot be reached, the administration may adjust the teacher's start and end time by no more than one and a half (1.5) hours.

ARTICLE 29
PROCEDURES FOR REDUCTION IN STAFF

A. Authority/Definition

The Board of Education of Montgomery County retains the right to reduce its force, and its decision on such reduction is not subject to the grievance procedure. However, any action taken under Sections B, C, and D of this Article shall be grievable.

Reduction of professional staff shall mean that the termination of a unit member(s) will occur because of one or more of the following reasons:

1. Decrease in student enrollment
2. Changes in curriculum
3. Decline in subject or grade level enrollment
4. Budget limitations

B. Procedure

In any reduction in personnel within any given field of certification, the determination of those who are to be released will be in the following order:

1. Unit members holding Class II certificates
2. Non-tenured unit members holding provisional certificates
3. Non-tenured unit members holding regular certificates
4. Tenured unit members

When a reduction in professional staff is necessary, a unit member's length of MCPS service and quality of job performance will receive equal consideration in determining those individuals who will be terminated. Among additional factors to be considered will be the competency of the teacher as related to the program needs of the school.

For the duration of this contract, length of MCPS service will be given additional weight for unit members with six or more years of service with MCPS, unless individuals with demonstrably superior qualifications are available for the positions.

C. Recall

1. Any unit member whose service has been terminated because of the elimination of a position or a reduction in professional staff shall for a period of three years receive priority consideration for reemployment if he/she so desires and if appropriate vacancies develop.
2. In the event that a unit member does not desire at the time of termination to be placed on the list for priority consideration for employment, he/she shall receive full payment

- of all earned unused leave. Tenured unit members shall also be entitled to either of the payments listed below.
- a. Terminated unit members with tenure and less than 12 years of MCPS service will receive, in addition, one month's salary for each year of MCPS service up to a limit of six month's salary.
 - b. Terminated unit members with tenure and 12 or more years of MCPS service will receive, in addition, one month's salary for each year of MCPS service up to a limit of 12 month's salary.
- D. Any unit member who is terminated due to a reduction in force may be placed on leave without pay for the six months immediately following the end of duty and may choose to continue membership in the health benefit plans offered by the Board of Education by paying the full cost of membership in these plans during those six months.
- E. The superintendent will attempt to provide a period of retraining for tenured unit members so that they can be placed in positions for which they would not otherwise qualify without such training.
- F. A list will be supplied to MCEA by the Office of Human Resources and Development which that department will use in reductions in force consistent with the procedures and factors listed in this Article.
- G. The offices of the chief operating officer, human resources and development, and school performance will review the list to determine jointly who will be notified of termination. Termination notices will be hand-delivered to affected unit members by a human resources representative who will explain the reduction-in-force and recall procedures.
- H. A Preference for Reassignment form will be completed for each terminated unit member to assist in the recall and reassignment process.
- I. Information sessions to discuss two-year priority consideration for reemployment and other fringe benefits due terminated unit members will be arranged by the Department of Recruitment and Staffing. Unit members will also be informed to keep in close contact with a specific human resources representative.
- J. After unit members involuntarily transferred and returning from leave have been placed, the Office of Human Resources and Development, utilizing the prepared list and following established procedures, will recall and reassign unit members terminated through reduction in force as appropriate vacancies occur.

ARTICLE 30 LEAVES

Contents:

- A. Definitions
- B. General Conditions
- C. Sick Leave
- D. Leave Without Pay for Personal or Family Illness
- E. Workers' Compensation Leave
- F. Annual Leave
- G. Holiday Leave
- H. Professional Leave
- I. Child care/Adoption and Long-Term Family Leave
- J. Military Leave
- K. Leave for Family Bereavement
- L. Leave for Political Activity
- M. Leave for Juror or Witness Service
- N. Compensatory Leave
- O. Leave for Emergency Closing of Schools/ and/or Central Office
- P. Leave for Unusual or Imperative Reasons
- Q. Personal Leave
- R. Long-term Unpaid Personal Leave
- S. Reimbursable Salary Leave

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:

Appropriate Official—department head, principal, or immediate supervisor, depending on the unit member's position.

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 80 hours in a two-week payroll period, or who do not work five days per calendar week, will be treated as having five 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.

Immediate Family—child, parent, brother, sister, 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 shall also be considered immediate family.

Planned Program for Professional Leave—a program planned and approved by the university and the Office of Human Resources and Development that leads to standard

certification and/or to an advanced degree; or a planned program of writing, study, or travel approved by the superintendent.

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 up to 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. Authorized leave under this Article conforming to the FMLA definition of "serious health condition" shall be counted as FMLA leave up to the maximum 12 weeks in each year. Summer non-duty days and holidays do not count towards the 12 weeks of FMLA.
- b. The employee's benefits will be maintained during the term of covered leave under the conditions coverage would have been provided if the employee had continued working.
- c. Upon completion of the FMLA covered leave, an employee will be returned to his/her 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 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.
- b. When the leave is of short duration and not longer than 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 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 Recruitment and Staffing determines a vacancy exists for which the unit member is qualified.
- d. If leave is granted for personal illness, the unit member will be reinstated at the conclusion of the leave providing a health certificate from the attending physician

is submitted attesting to the unit member's physical fitness to perform his/her 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) their 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 weeks of the school year and who is not returned to his/her 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 his/her regular rate of pay during that period of time. Exercising this option will not diminish his/her right to return to his/her prior position at the beginning of the subsequent school year.
 - i. A return to work date must be at least three (3) work days 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 which 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, 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 personal illness, injury, quarantine, pregnancy, miscarriage, or childbirth and recovery is unable to perform the duties of his/her position. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty 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 16, Section H) of 5 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 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 the Montgomery County Public Schools, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from his/her earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced sick leave not covered by his/her earned salary.
6. **Disposition of Accumulated Sick Leave at Termination of Service**—At the time of his/her termination after five years of MCPS service, any unit member shall receive termination pay at his/her current salary rate for one fifth (20%) of this accumulated sick leave. 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 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 he/she is 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 his/her illness and the exact date of his/her 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 four consecutive duty days.

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.

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.

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 200 days of leave for initial seeding of the bank.
- e. The parties are committed to full implementation of the bank no later than January 1, 2018.

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 his/her 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 his/her 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 coverage would have been provided if the employee had continued working.
3. **Tenure Status**
 - a. A unit member who is on tenure at the time he/she is granted leave because of personal illness or illness in his/her immediate family shall remain on tenure.
 - b. A unit member who has been recommended for tenure at the time leave is granted shall go on tenure at the time he/she returns from leave and is reassigned.
 - c. A unit member who has a Regular Contract but is not on tenure, by entering into a written contractual agreement before being granted leave, shall waive his/her 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 his/her 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 his/her representative, must file an injury report with the Employee and Retiree Service Center within 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 he/she is unable to carry out the duties of his/her 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 the Employee and Retiree Service Center and is contingent upon 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. 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 his/her physician and to inform his/her principal or other appropriate official monthly of the approximate date he/she can return to his/her 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 his/her regular assignment, be given an alternative work assignment, be placed on sick leave, or be placed on disability retirement. An alternate work assignment terminates workers' compensation leave.

F. **Annual Leave**

Annual leave is paid leave that is granted to each 12-month unit member.

1. **Eligibility for Annual Leave**—The provisions of annual leave shall apply only to those unit members whose assigned responsibility is of 12-months' duration. Unit members under contract for ten months and employed for one or two additional months of duty shall not be eligible for annual leave.
2. **Method of Computing Annual Leave**—All 12-month personnel shall earn annual leave as follows:

0–3 years of MCPS service	—	15 days
4–15 years of MCPS service	—	20 days
16+ years of MCPS service	—	26 days
3. **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.

4. Accumulation of Annual Leave

- a. For any one year, a 12-month unit member may carry forward up to, but not exceeding, 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 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 280 hours of annual leave, will be permitted to “cash out” up to 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.

5. 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 30 days.

6. 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.

7. 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

Upon written application, leave for academic study for a period not to exceed one 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.

- a. **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.
- b. **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.
- c. **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-year period immediately following the period of leave and 60 percent of salary if they agree to return to MCPS for a period of three years immediately following the period of leave. This salary shall be paid at the beginning of each semester.
- d. **Benefits**
 - (1) 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 he/she took leave. Annual and sick leave may not be used or earned while on academic leave.
 - (2) 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.

(3) 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.

e. **Contractual Agreement**—A unit member accepting academic leave shall enter into a separate, written contract whereby he/she agrees to return to service in the Montgomery County Public Schools for a two-year or three-year period immediately following the leave of absence. If the unit member fails to return and remain for the specified time, he/she shall refund any monies paid to him/her or on his/her 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.

f. **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 his/her 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 him/her or on his/her behalf for which he/she may be liable as a result of the change in leave status.

g. **Tenure on Return From Leave**

(1) A unit member who is on tenure at the time academic leave is granted shall continue to be on tenure.

(2) A unit member who has been recommended for tenure at the time academic leave is granted, shall go on tenure at the time he/she resumes service with the Montgomery County Public Schools.

(3) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a separate, written contractual agreement. After his/her return, he/she 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 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 his/her

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 years of MCPS service uninterrupted by leave to study.
- (2) **Benefits**
 - (a) During the unit member's period of leave, his/her contributions to the Employee Benefit Plan shall be paid by the Board of Education.
 - (b) During the unit member's period of leave, his/her contributions to the MCPS Retirement System shall be paid by the Board of Education.
 - (c) Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.
 - (d) 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 granted leave for improvement shall enter into a written contract by which he/she agrees to return to service in the Montgomery County Public Schools for at least a one-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, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.
- (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 his/her responsibility to notify the Leave Administration team in the Employee and Retiree Service Center. The leave may then be rescinded and the unit member placed on the appropriate leave status, reassigned, or terminated. Any monies paid by the Board to him/her or on his/her behalf for which he/she is 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 tenure at the time leave for improvement is granted shall continue to be on tenure at the time he/she resumes service.

(b) A unit member who has been recommended for tenure at the time leave for improvement is granted, shall go on tenure at the time he/she resumes service with the Montgomery County Public Schools.

(c) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a separate, written contractual agreement. After his/her return, he/she shall complete the time required to establish tenure.

b. **After One Year of MCPS Service**

(1) **Eligibility**—Unit members shall be eligible for a leave of absence for professional improvement after one year of MCPS service.

(2) **Benefits**—Credit on the salary schedule for one 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 his/her responsibility to notify the Leave Administration Team in the Employee and Retiree Service Center. The leave may then be rescinded and the unit member placed on the appropriate leave status, reassigned, or terminated.

(4) **Tenure Status on Return from Leave**

(a) A unit member who is on tenure at the time leave for improvement is granted shall continue to be on tenure.

(b) A unit member who has been recommended for tenure at the time leave for improvement has been granted, shall go on tenure at the time he/she resumes service with the Montgomery County Public Schools.

(c) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a written contractual agreement.

3. 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.

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.

- b. 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 will forward them to the Office of Human Resources and Development.

4. 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.

5. 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 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 on tenure 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 year of successful experience shall be granted upon verification of completion of one 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.

6. **Leave for Teaching in a Teacher Training College or University**

Leave up to two 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 on tenure 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 he/she had remained in the position he/she held when leave was granted. Sick or annual leave can be neither used or 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 his/her responsibility to notify the Employee and Retiree Service Center. The leave may then 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 him/her or on his/her behalf.
- d. **Tenure Status on Return From Leave**—A unit member who is on tenure at the time leave for teaching in a teacher training college or university is granted shall continue in the tenure status he/she 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-fulltime, short-term employment.

2. **Child Care/Adoption Leave**

- a. The Board agrees to provide two days of paid child birth leave for hospital stay to an employee giving birth to a child during the employee's work year. 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 years old, may be granted an unpaid leave of absence up to one full school year, with two additional renewals for one school year each. In accordance with the FMLA, the initial period of up to 12 weeks shall be treated as FMLA leave for the purpose of caring for his/her child, placement for adoption or foster care.
- 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. A unit member who has available sick leave may use up to 10 weeks for the birth or adoption of his/her child. Such leave shall be contiguous to the birth or adoption 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 30 duty days in advance.
- f. Unit members whose childcare 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 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.
- 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-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 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 he/she is 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 his/her 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 consecutive years shall be eligible for no more than one 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, may be granted an unpaid leave of absence up to one full school year, with two additional renewals for one 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

he/she is 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 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 his/her separation from the armed forces was under conditions other than a dishonorable discharge.

(2) He/she makes application within 90 days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within 90 days after the termination of his/her first period of enlistment in case he/she has voluntarily entered for reinstatement by the Board of Education.

(3) He/she makes application for reinstatement within 90 days from the date of separation from such service or within 90 days after discharge from a hospital, provided such hospitalization is directly connected with, related to, and immediately follows his/her 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 he/she would have received if he/she had remained continuously in the Board of Education's service.

If he/she is not qualified to perform the duties of his/her 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, he/she shall be reemployed in such comparable position, the duties of which he/she

is qualified to perform, as will provide him/her like seniority, status, and pay rate, or the nearest approximation thereof consistent with the circumstances of his/her 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 12 months of responsibility shall be arranged during nonduty 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 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 15-day period specified above.

3. **Salary and Leave Benefits for Conscientious Objectors**

a. There are two classes of conscientious objectors:

(1) Class 1-0 who does not enter the military service but fulfills his/her selective service obligation by working for 24 months in an institution approved by the state in which he/she resides, 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 Reasons, and upon release from his/her obligation shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time his/her 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 days of absence without loss of salary upon the death of a child, parent (natural, foster, step, or in-law), brother, sister, husband, wife, or of anyone who has lived regularly in his/her household. A unit member shall be allowed a maximum of two 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 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. Leaves of absence shall be requested in writing.
3. Leaves of absences for campaigning and holding office may be arranged for a definite period. If the candidate is not elected, he/she shall be returned to his/her 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 he/she is 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 his/her 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.

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—

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

12-Month Unit Members

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

- Report to work as scheduled

- Request the opportunity to flex the arrival/departure time based on the stated circumstances
- Take personal or annual leave without prior approval
- 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:
 - When weather conditions prohibit a unit member from traveling from his/her home to the worksite
 - When the work site is inaccessible
 - When the work site is without electricity, heat, water, or is experiencing other facility emergencies.

P. Leave for Unusual or Imperative Reasons

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.

Q. Short-Term Personal Leave

1. All unit members may be granted up to three 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 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 nonduty 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. 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 for 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 personal leave days may be carried over from year to year, i.e., personal leave may accrue to a maximum of five days. The remainder of unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

R. **Long-Term Unpaid Personal Leave**

1. **Eligibility**—Unit members who have been employed continuously for five full years are eligible to apply for long-term unpaid personal leave. Such leave is available only for one 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-fulltime 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. 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.

ARTICLE 31
MISCELLANEOUS

A.. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or State Board bylaw, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect. Nothing in this Agreement is intended to deny or abrogate any of the powers or responsibilities of the Board of Education and the superintendent that have been assigned to them by any Maryland law or regulation of the State Board of Education.

B.The Board will amend its written policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

C. Any article in this Agreement that is dependent for its fulfillment upon public funds shall be subject to and contingent upon funding by the County Council of Montgomery County or upon subsequent renegotiation as described elsewhere in this Agreement.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. The terms of this Agreement shall not be construed in such a way as to prohibit the Board of Education from providing a racially or sexually balanced staff in each building or program or for the purpose of implementing an affirmative action program.

**ARTICLE 32
DURATION**

- A. This Agreement shall be for the period beginning July 1, 2017, and ending June 30, 2020.
- B. The parties agree to limited negotiations related to Article 19, Salaries and Supplements, during FY2018 and FY2019 of this Agreement.

For the Board:

For the Association:

Andrew Zuckerman
Chief Operating Officer

Heather Carroll-Fisher
Executive Director

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this day of May, 2017.

**MONTGOMERY COUNTY
BOARD OF EDUCATION**

**MONTGOMERY COUNTY
EDUCATION ASSOCIATION**

Michael Durso
President

Chris Lloyd
President

**MONTGOMERY COUNTY
PUBLIC SCHOOLS**

Jack Smith
Superintendent of Schools

Substitute Teachers' Contract

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 noncertificated 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

The Recognition Article in the Basic Agreement shall apply and shall also be deemed to cover all noncertificated 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:

1. **Unit** – The body of certificated permanent and conditional professional employees and certificated and noncertificated substitute teachers employed by the Board.
2. **Negotiations Law** – Sections 6-401(c), 6-407(b), and 6-408(b) of the Education Article of the Annotated Code of Maryland.
3. **Long-Term Substitute Position** – A long-term substitute unit member is a substitute teacher who works a minimum of 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 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 9 of these Substitute Articles.
4. **Short-Term Substitute Position**—A short-term substitute unit member is anyone who works less than 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 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 bi-monthly to address issues brought forward by the members, including issues related to this Agreement. The committee will be comprised of five members: two substitute teachers, one MCEA staff, and two 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 on a space-available basis. Any substitute teacher who has worked at least 45 days (315 hours) in the previous semester shall be eligible to enroll in appropriate professional development experiences.

B. Substitute teachers will be offered an annual training day (seven hours) or two half-days (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 15 days (105 hours) the previous year to receive compensation. 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 work day. 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 & WORK LOAD**

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 he/she is 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 six classes in a given day, unless compensated 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 will 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. Starting and dismissal times shall be assigned by the principal.

C. Each substitute unit member shall receive an informational packet relevant to the operation of the specific school to which he/she has 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 discipline 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.

ARTICLE 6 WORKING CONDITIONS; DUE PROCESS

A. Facilities

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

B. Due Process

No substitute teacher will be disciplined without proper cause. Discipline shall be defined as including reprimand and warning notices and removal from a sub list. A principal shall inform the substitute teacher promptly when the substitute teacher is being removed from the school's list. The substitute will be informed of the reason(s). (See Article 11 of the MCEA/BOE Contract.)

ARTICLE 7 SALARIES

A. The daily rates of pay for substitute teachers are:

	Effective July 1, 2017	
	Certificated	Non-Certificated
Short-Term	\$135.04	\$127.61
Long-Term	\$192.33	\$182.11
Long-Term >45 days in single assignment	\$208.49	\$200.32

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 unit member will receive a minimum of one-half of the short-term substitute daily 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, he/she shall be entitled to be paid the long-term rate beginning with the eleventh 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 45 days in the same assignment shall be paid 10 percent higher than the regular long-term rate for the remainder of the assignment.

E. Each substitute teacher will be paid on the payday two 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 short-term substitute teachers are called to report for the same regular classroom teacher, and do so, the principal shall assign one to the absent classroom teacher's duties and the other to other duties which may include assignment to another school. The substitute teacher who is not assigned to the absent classroom teacher's duties may decide not to work and, therefore, will receive no wages of any kind for that day.

G. Substitute teachers shall be eligible for participation in the Outdoor Education program if selected by the principal.

H. Substitutes will be compensated at the stipend rate (Article 20, 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.

I. Any substitute teacher who works a minimum of 45 days (315 hours) during a semester shall receive a bonus of \$450 at the conclusion of the semester. Any substitute teacher who works

a minimum of 25 days (175 hours) during a semester shall receive a bonus of \$250 at the conclusion of the semester. These bonuses shall not be additive.

ARTICLE 8 AUTHORIZED ABSENCES

A. A long-term substitute teacher may be absent up to two 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 day per month. 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.

B. A long-term substitute may be absent without pay and without interruption of the long-term status for the following reasons:

1. A maximum of four days of absence upon the death of a child, parent (natural, foster, step, or in-law), brother, sister, husband, wife, or anyone who has lived regularly in his/her household.
2. A maximum of two days of absence upon the death of a brother-in-law, sister-in-law, daughter-in-law, grandparent, grandchild, or spouse's grandparent.
3. 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.
4. A maximum of three 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 9 – Student Discipline & Behavior Management

Article 10 – Physical Environments

Article 11 – Personal & Academic Freedom

Article 12 – Security of Staff, Students, and Property

Article 21, Section E – Mileage

Article 22, Section G – General Liability

Article 22, Section H – Tax Deferred Annuities and Deferred Compensation Plans

Article 23, Section G – Representation Fee

Article 31 – Miscellaneous

The above-referenced articles and sections shall apply herein.

ARTICLE 10
DURATION

This addendum shall be for a period beginning July 1, 2017, and ending June 30, 2020.

Home and Hospital Teachers' Contract

PREAMBLE

Pursuant to the passage of Negotiations Law, Sections 6-401 (d), 6-407 (c), 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 home and hospital teachers employed by the Board of Education, such home and hospital teachers to be included in an existing unit, previously consisting of all certificated professional employees and substitute teachers of the Montgomery County school system.” The parties, therefore, agree that pursuant to the above law, their entire understandings are reflected in this Home and Hospital Teachers' Contract.

ARTICLE 1 RECOGNITION

The Recognition Article in the Basic Agreement shall apply and shall also be deemed to cover all home and hospital teacher employees of the Montgomery County school system who are employed for at least seven days before March 1 of any fiscal year 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:

1. **Unit** – The body of certificated permanent and conditional professional employees, certificated and noncertificated substitute teachers, and home and hospital teachers employed by the Board.
2. **Negotiations Law** – Sections 6-401 (d), 6-407 (c), and 6-408(b) of the Education Article of the Annotated Code of Maryland.
3. **Home and Hospital Teacher (HHT)** – A teacher employed temporarily and/or sporadically in the Department of Interim Instructional Services to provide instructional services to a public school student who is unable to function effectively in the classroom setting due to the student's medical, physical, or emotional condition.

**ARTICLE 3
COLLABORATION**

- A. The Board of Education and MCEA home and hospital teachers (HHTs) will establish a Committee for Joint Collaboration (CJC) that will be a forum to identify and problem-solve in a timely manner issues and concerns related to home and hospital teaching and promote collaboration between the HHTs and the Board in developing, implementing, and evaluating solutions utilizing the core principles of continuous improvement as set forth in the Board-approved *Our Call to Action* strategic plan.
- B. Utilizing the collaboration process, the CJC will meet at least bimonthly to address issues brought forward by the members, including issues related to this Agreement. The committee will be comprised of eight members, four appointed by the Association and four appointed by the Board. The committee will be co-chaired by an HHT representative and the director/designee of Interim Instructional Services.
- C. HHT representatives on the CJC will be compensated for a minimum of two hours for each meeting of the committee. This compensation will be charged to the Association Leave Bank (Article 3, Section D.1, of the Agreement).
- D. Minutes of each CJC meeting will be approved by CJC consensus and made available to all HHTs at least one week before the next scheduled CJC meeting.
- E. Decisions made during a CJC meeting will be communicated in writing to all HHTs in a timely fashion.
- F. When the CJC cannot reach consensus on an issue, the issue may be referred to the LMCC for resolution.

**ARTICLE 4
PROFESSIONAL DEVELOPMENT**

- A. The Board agrees that home and hospital teachers may participate in in-service courses on a space-available basis. Any HHT who has worked at least 100 hours in the previous semester shall be eligible to enroll in appropriate professional development experiences.
- B. HHTs will be offered a minimum of three hours per semester of paid training. An HHT must have worked at least 50 hours in the previous year to receive compensation. An HHT hired after April 1 of the previous year will be eligible to participate with compensation.
- C. HHTs may be reimbursed for additional training.
- D. Time for required training will be made available during a regularly assigned and compensated work day. If this is not possible in order to meet required deadlines then HHTs will be compensated for the necessary time at the regular 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
WORKING CONDITIONS**

A. Montgomery County Public Schools (MCPS) will provide HHTs with appropriate instructional materials and access to supplies for and photocopying of instructional materials used in the delivery of home and hospital teaching services.

B. MCPS will address the safety, privacy, and communication needs of HHTs through the collaborative process established in Article 3 of this Agreement.

C. MCPS and MCEA recognize the importance of interaction and communication among the HHT and the student's classroom teacher(s) to meet the educational needs of the student and maximize instructional time.

**ARTICLE 6
COMPENSATION**

A. Hourly rates of pay for home and hospital teachers for the term of this contract are:

	Effective July 1, 2017
Certificated	\$31.18
Not Certificated	\$29.83

B. Home and hospital teachers will be compensated for one hour of planning time for each six hours of teaching time.

C. Home and hospital teachers will be compensated for one hour at the beginning of each assignment with a new student and for one hour at the end of each such assignment.

D. Home and hospital teachers will be compensated for one additional hour when an assignment carries over the end of a semester.

E. HHTs will be compensated for up to two hours when the teacher arrives and the student is not available at the teaching site for a scheduled teaching appointment.

F. HHTs will be compensated for one hour when notified of cancellation of a teaching appointment after 5:00 p.m. the previous school day.

G. Home and hospital teachers will have direct deposit of their paycheck.

H. Each home and hospital teacher will be paid on the payday two weeks following the end of the pay period.

I. HHTs working at the Regional Institute for Children and Adolescents (RICA) may provide instruction to up to five (5) students at the same time. In such situations the HHT will be paid at a higher rate to include a supplement of five dollars per hour (\$5/hr) per additional student.

J. Any HHT who works a minimum of 315 hours during a semester shall receive a bonus of \$450 at the conclusion of the semester. Any HHT who works a minimum of 175 hours during a semester shall receive a bonus of \$250 at the conclusion of the semester. These bonuses shall not be additive.

ARTICLE 7 SUPPLEMENT

Article 2 – School Board Authority

Article 3 – Association Rights & Privileges

Article 4 – Negotiation Procedure

Article 5 – Grievance Procedure

Article 6 – Section B.1 - Collaboration

Article 7 – General

Article 9, Section A – Guiding Principles

Article 9, Section I – Human Relations, Diversity, and Conflict Resolution

Article 11 – Personal & Academic Freedom

Article 12 – Security of Staff, Students, and Property

Article 21, Section E – Mileage

Article 22, Section G – General Liability Coverage

Article 22, Section H – Tax Deferred Annuities and Deferred Compensation Plans

Article 31 – Miscellaneous

The above-referenced articles and sections shall apply herein.

ARTICLE 8 DURATION

This addendum shall be for a period beginning July 1, 2017, and ending June 30, 2020.

Appendix B

A COMPACT BETWEEN

Montgomery County Education Association (MCEA)
Montgomery County Association of Administrators and Principals (MCAAP/MCBOA)
Service Employees International Union (SEIU) Local 500
Board of Education and the Superintendent of Schools

SEPTEMBER 2005

R.E.S.P.E.C.T.
Make it Real
MCEA □ MCAASP □ SEIU □ MCPS

Organizational Culture of Respect

The Board of Education, the superintendent and the executive staff, and the organizations representing employees recognize and value the role of all employees as contributors to a learning community which sets high standards of performance for staff and students. By working together through continuous improvement, effective communication, and meaningful involvement in the decision-making processes, we provide a high quality education to every student. We are committed to shared responsibility and a collaborative partnership integrated into an organizational culture of respect.

The commitment to foster an organizational culture of respect that is embedded throughout the school system is a priority of the employee organizations, the Board of Education, and the superintendent and executive staff. This culture is built on the belief that all employees, both school-based and non school-based, are essential to a successful learning environment. Inherent to this belief is the recognition that there is strength in diversity, which is inclusive of all groups and individuals. We are committed to:

- Trust in each other
- Use of collaborative and interest-based processes
- Recognizing the collective bargaining relationships as opportunities to enhance this culture
- Recognition of every employee's contributions
- High expectations for all staff and students that are reasonable, clear, and transparent
- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in all of our interactions
- Team building and working together as teams

There is a commitment to fostering and sustaining a culture of respect through supports and structures. In order to be effective, these supports and structures should be embedded throughout the system, visible and accessible to everyone, and seen as fair and equitable. In order to make certain that this culture is promoted throughout the school system, time is needed for collaboration, training, and professional development and resources are needed to accomplish this.

Examples of supports and structures include, but are not limited to:

- Board of Education policies, such as the Creating A Positive Work Environment in A Self-renewing Organization and Human Relations policies.
- Professional growth systems, which include professional development, employee orientation, mentoring, training, recognition, support for new and under-performing employees, and professional development plans
- Collaborative processes, such as labor/management collaboration committees, Councils on Teaching and Learning, principal leadership groups, cross functional teams, advisory committees, and Study Circles
- Diversity training and development initiatives

- Continuous improvement processes, including the Baldrige-guided school improvement process
- Communication processes, including satisfaction and climate surveys, focus groups, budget forums, and various feedback reports
- Dispute resolution activities

In an organizational culture of respect, individuals are aware and understand the impact of their behavior and decisions on others. We expect that the actions and behaviors of all individuals and groups are consistent with and reflect this organizational culture. The actions listed below represent expected behaviors:

- Model civility in daily interactions
- Use collaborative and interest-based strategies rather than positional or adversarial approaches
- Be clear about the level of involvement in the decision making process
- Seek to solve the problem, not apply blame
- Utilize active listening skills
- Encourage creativity and risk-taking
- Seek and respect the opinion of others
- Respect the time and the time commitments of others
- Seek to resolve issues at the level where they occur
- Seek to understand before making judgments
- Acknowledge the professional judgment of individuals in their roles
- Be aware of non-verbal communication
- Use power and authority appropriately and positively
- Be an active and responsible member of the team
- Be responsible for accepting and giving feedback
- Provide and receive feedback constructively and respectfully
- Communicate openly and respectfully

In order to sustain an organizational culture of respect it is critical that all employees have an awareness, understanding, and tolerance of others' interests, viewpoints, culture, and background. This culture promotes a positive work environment that ensures the success of each employee, high student achievement, and continuous improvement in a self-renewing organization.

Resolving differences

Enhancing collaboration

Supporting our coworkers

Promoting civility

Encouraging creativity

Communicating openly

Team building through trust

Appendix C

Guidelines for Elementary Teachers Employed Less than Full Time

(1.0 FTE = 7.5 hours in building [including 30-minute lunch] + 1 hour at home = 8 hours)

Allocated FTE	Without Lunch Time Scheduled		With Lunch Time Scheduled		Planning Minutes per Week
	Minutes per Day in Building	Minutes per Week in Building	Minutes per Day in Building	Minutes per Week in Building	
0.1	42	210	72	360	42
0.2	84	420	114	570	84
0.3	126	630	156	780	126
0.4	168	840	198	990	168
0.5	210	1,050	240	1,200	210
0.6	252	1,260	282	1,410	252
0.7	294	1,470	324	1,620	294
0.8	336	1,680	366	1,830	336
0.9	378	1,890	408	2,040	378

INDEX

NOTE: THIS INDEX HAS NOT YET BEEN UPDATED

A

Aboud v. Detroit Board of Education, 95
absences, authorized, for substitute teachers, 134
academic freedom, 37–39
academic study, leave for, 116–117
accumulation of leave
 annual, 115
 sick, 111
acting employees, 103–104
acting principals, 66
ADC (Association Leaders/Deputy Superintendent/Chief Operating Officer)
 Collaboration Committee, 14–15, 60
administrative complaints, 12
administrative regulations, new or changed, Time Impact Statements and, 68
administrators, observations by, 44
adoption leave, 121–123
advance of sick leave, definition of, 112
The Advocate, copies of, 7
affirmative action, 22
agendas, for MCEA/BOE meetings, 6
air-conditioned classrooms, 36, 37
Alternative Dispute Resolution Program, CMCC and, 15
American Arbitration Association, 8
anniversary dates, for step increases, 74
annual directory, online access and copies for MCEA, 7
annual leave
 academic study leave and, 116
 child care/adoption leave and, 122
 long-term family leave and, 123
 procedures for, 114–116
annuities, tax-deferred, 93
appropriate officials, definition of, 108
arbitration, 11
art teachers
 allocation and scheduling of, 69, 70
 schedules, 58, 59
 substitute coverage for, 71
assaults, on unit members, 39–41
assessments
 analysis of, 34
 collaboration on, 17, 27
 new, Time Impact Statements and, 68
 of professional development, 49
 professional time for, 63
 scheduling, 67

 summer, compensation for, 85
assignments, 71–72
Association, definition of, 19
athletic directors
 extracurricular stipends and, 80–81
 salary supplements for, 75
 schedules for, 61
 work year for, 62
athletic stipends, 81–82
auditory teachers, itinerant, schedules for, 67

B

back-to-school night, 57
Baldrige process, school quality and improvement and, 24
behavior management, 31–32
benefits. *See also* insurance; leaves
 academic study leave and, 116–117
 child care/adoption leave and, 123
 deferred compensation plans, 93
 Family and Medical Leave Act and, 109
 FMLA leave without pay and, 113
 leave for teaching in teacher training college or university, 121
 long-term family leave and, 124
 long-term unpaid personal leave and, 128–129
 for part-time positions, 105
 professional improvement leave, 118, 119
 return from leave and, 109
 staff reductions and, 108
 tax-deferred annuities, 93
bereavement leave
 for substitute teachers, 135
 for 10-month unit members employed during summer, 85
 for unit members, 126
best practices
 professional development, 43
 Professional Growth System, 46
 shared/distributive leadership, 25–26, 27
 voluntary transfers, 100
biotech drugs, under prescription drug insurance, 92
block scheduling, 60
Board of Directors, MCEA, 6
Board of Education. *See also* Negotiations Law
 affirmative action implementation by, 22
 agendas for MCEA meetings with, 6

- authority of, 5
- definition of, 19
- instructional materials and supplies, budget and distribution by, 41
- Life Insurance Program, extracurricular stipends and, 81
- negotiation procedure and, 7–8
- organizational culture of respect and, 144–147
- personal and academic freedom and, 37–38
- personal liabilities of unit members and, 40
- recognition for negotiations by, 5, 131, 137
- reimbursements for personal injuries, 40
- representation fee and, 97
- security responsibilities for staff, students, and property, 39–41
- shared responsibility for student achievement and student improvement and, 28
- staff reductions and, 106
 - written communications with MCEA by, 21
- bonuses, for substitute teachers, 134
- brand name drugs, co-payment for, 90–91
- building maintenance, 66
- bulletin boards, for MCEA use, 6

C

- Career Lattice Design Team, 51
- Career Lattice Handbook, 51
- Career Lattice Joint Panel, 51–52
 - MCEA and BoE commitment to, 16
- Career Lattice program, 50–52
- Carefirst, co-payment for, 89
- Caremark prescription plan, 92
- central office teacher specialists, rotating, salary supplements and, 76
- certification, teacher. *See* teacher certification
- CEUs (Continuing Education Units), 48
- change of leave status. *See* leave status change
- child care leave, 121–123
- class action grievances, 12
- class size, 69
- classrooms. *See also* facilities
 - air-conditioned, 36, 37
 - behavior management in, 32
 - elementary, staffing for, 69
 - new System-mandated practices for, Time Impact Statements and, 68
 - shared responsibility for student achievement and student improvement in, 29
- clerical support, for special educators, 67
- climate issues, collaboration on, 16
- closing of schools
 - emergency, leave for, 127
 - transfers from, 102–104

- collaboration. *See also* ADC Collaboration Committee
 - commitment to equitable practices in the workplace, 14
 - definition of, 12–13
 - home and hospital teachers' contract, 137–138
 - Labor-Management Collaboration Committee, 16–19
 - organizational culture of respect, 13–14, 144–147
 - PAR program, 45
 - during professional day at end of grading periods, 64
 - professional time for, 63
 - school quality and improvement and, 23–28
 - substitute teachers' contract, 132
- Collaborative Management Coordinating Committee (CMCC), 15, 26
- Committee for Joint Collaboration (CJC), 137–138
- communications
 - classroom provisions for, 36
 - for school quality and improvement, 25
- community coordinators, allocation of, 70
- compensation. *See also* salaries; stipends
 - conscientious objectors and, 126
 - curriculum development, 86
 - deferred, 93
 - emergency class coverage, 67
 - evening high school, 86
 - High School Plus, 86
 - home and hospital teachers, 138, 139–140
 - MCEA president, 6
 - mileage, 87–88
 - military leave for training purposes and, 125
 - for part-time positions, 105
 - personal injury, 40
 - Saturday school credit programs, 86
 - special education, 84–85
 - summer school, 84–85
 - training, 86–87
- compensatory leave, 127
- complaints, 54
- computer networks, speech and academic freedom standards for, 39
- computing leave
 - annual leave, 115
 - sick leave, 111
- confidentiality
 - in grievance procedure, 9
 - of student information, 34
 - telephones for private calls and, 37
- conflict resolution, 31
- conscientious objectors, 125–126
- consulting teachers
 - extracurricular stipends and, 80

- lead teachers as, 51
- PAR program, 45
- salary supplements for, 75
- work year for, 62
- Continuing Education Units (CEUs), 48
- Continuing Professional Development (CPD), 48
- continuous improvement
 - collaboration for, 4
 - National Board Certification and, 50
 - for school quality and improvement, 22
- contracts
 - academic study leave, 117
 - administration, representation fee and, 95
 - copies of, 21
 - duration, 129
 - home and hospital teachers, 137–141
 - individual signing of, seniority and, 20
 - negotiations on, 6, 7–8
 - open, 100, 106, 111
 - professional improvement leave, 118
 - substitute teachers, 131–136
 - summer employment, 85
 - waivers, 17
- controversial subjects, teaching of, 38
- copying machines, unit members' access to, 36
- Councils on Teaching and Learning (CTL), 17
 - stipend for, 77
- counselors. *See also* guidance counselors; resource counselors
 - allocation of, 70
 - national certification for, salary supplementation and, 76
 - work year for elementary or secondary, 61
- CPD (Continuing Professional Development), 48
- credit appeals panel, 77
- curriculum, new
 - implementation of, 42
 - Time Impact Statements and, 68
- curriculum development, compensation for, 85–86

D

- daily rate (per diem), definition of, 20
- data collection
 - by Career Lattice Joint Panel, 52
 - for student discipline, 34
- decision-making, staff involvement in, 23–28
- deductions, salary, 93–97
- deferred compensation plans, 93
- definitions
 - general, 19–21
 - grievance procedure, 9
 - home and hospital teachers, 137
 - leaves, 108–109

- substitute teachers, 131
- dental insurance, 90
- department chairpersons
 - new teacher interviews by, 72
 - work year for, 63
- Department of Recruitment and Staffing
 - closing of schools and, 102–103, 104
 - long-term leave and, 110
 - staff reductions and, 108
 - voluntary transfer appointments, 100
 - withheld resignations and, 22
- Department of Shared Accountability, Career Lattice Program and, 51
- department teams and committees, school quality and improvement and, 26–27
- departments, professional time for meeting with, 63
- derogatory materials, 54
- Developmental Evaluation Services for Children (DESC) program, 62
- direct deposit, 134, 140
- discipline. *See* student discipline
- discrimination, 30, 37
- dismissal duty, 66
- dismissal times, 56–57
- disposition of leave at termination of service
 - annual, 115
 - sick, 112
- disruptive students
 - chronic offenders, alternatives for, 34
 - dealing with, 33
 - in-school alternatives for, 33–34
- district(s), shared responsibility for student achievement and student improvement in, 28
- diversity
 - involuntary transfers and, 101
 - school quality and improvement and, 30
- Diversity and Training Unit, 39
- doctor visit co-pays, 89
- domestic partner insurance, 93
- dual-employee households, insurance for, 93
- due process
 - during evaluations, 53–55
 - for substitute teachers, 133
- duty days, definition of, 109

E

- Edline Super Users, stipend for, 76
- Education Article of the Annotated Code of Maryland
 - impasse procedure, 8
 - Negotiations Law, 20, 131, 137
 - on PAR Program rights and responsibilities, 46
 - Peer Assistance and Review Program and, 46
 - on representation fee, 95, 96

- on rights and privileges, 7
- on unit member discipline, 38
- Education Management Team (EMT), scheduling meetings for, 59, 61
- eight-hour workday, 56
- elected faculty representative(s)
 - alternative schedule considerations and, 60
 - communications and liaisons to faculty by, 25
 - number of, 26
 - salary supplements for, 75
 - school leadership teams and, 24
 - staff involvement in decision making and, 23–34
 - work year for, 62
- elected support representative team, staff involvement in decision making and, 23–24
- Elementary and Secondary Education Act, 42. *See also No Child Left Behind Act*
- elementary program specialists, work year for, 62
- elementary schools
 - allocation of specialists for, 70
 - assessments in, support for, 67
 - classroom staffing, 69
 - grade assignments in, 72
 - resource room teachers, schedules for, 67
 - schedules and workload, 58–59
 - special education teacher schedules in, 67
- elementary team leaders
 - meeting schedules and evaluations by, 57
 - salary supplements for, 75
 - work year for, 62
- eligibility
 - academic study leave, 116
 - adoption leave, 122
 - annual leave, 115
 - child care leave, 122
 - exchange or overseas teaching, 121
 - FMLA leave without pay, 113
 - leave for teaching in teacher training college or university, 121
 - long-term unpaid personal leave, 128
 - military leave for training purposes, 125
 - professional improvement leave, 118, 119
 - sick leave, 111
- Ellis v. BRAC*, 95
- email system
 - MCEA use of, 7
 - unit members' access to, 36
- emergency closings, leave for, 127
- Employee and Retiree Service Center
 - academic study leave and, 117
 - child care/adoption leave and, 122–123
 - deferred compensation plans and, 93
 - exchange teaching and, 121

- injury reports filed with, 114
- jury or witness service and, 127
- leave without pay and, 113
- long-term family leave and, 123
- overseas teaching leave and, 121
- return from leave and, 110
- stipend activities payments and, 81
- tax-deferred annuities and, 93
- teaching in teacher training college or university and, 121
- workers' compensation leave and, 114
- Employee Assistance Program, 39
- Employee Benefit Plan. *See also* benefits
 - academic study leave and, 117
 - professional improvement leave, 118
- employee recognition, organizational culture of respect and, 13–14
- Employment Benefit Summary, 88
- EMT (Education Management Team), scheduling meetings for, 59, 61
- English for Speakers of Other Language (ESOL)
 - elementary team leaders, work year for, 62
 - Labor-Management Collaboration Committee and, 18
 - teachers, professional time for meeting with, 63
 - teachers, substitute coverage for, 71
 - team leaders, salary supplements for, 75
- enrollment changes, involuntary transfers and, 101
- equitable workplace practices, commitment to, 14
- evaluations
 - Career Lattice program, 52
 - due process rights during, 53–55
 - final report, 52–53
 - formal, as tool for continuous improvement, 52
 - formal observation process, 53
 - PAR program, 45
 - process for changing system for, 55
- evening activities, cleaning and maintenance after, 37
- evening assignments, 57
- evening high school, compensation for, 86
- exchange teaching, leave for, 120–121
- Executive Leadership Team (ELT), 15, 28
- expulsion of disruptive students, 33
- extracurricular stipends
 - athletic schedules for, 83–84
 - Classification I, 80
 - Classification I-A (co-ed) senior high intramural, 80
 - Classification II (outdoor education), 80
 - fall coaches, 81
 - newspaper sponsors of, 81
 - nonathletic schedule for, 82
 - payment of, 81
 - personnel ineligible for, 80–81

post-season competition, 81–82
principals' responsibility for, 78–79
unit members and, 78–79

F

Facilitative Leadership process, school quality and improvement and, 24
facilities
 evening activities, 37
 health and safety, 34–35
 MCEA use of, 6
 standards for, 36–37
 Summer In-Service and Curriculum Development Centers, 86
 thermostat control, 36
faculty. *See also* elected faculty representative(s); staffing
 MCEA meetings with, 6
 meetings, 64
fall coaches, stipend for, 81
family, immediate. *See also* family leave
 definition of, 109
 leave for illness in, 112
Family and Medical Leave Act of 1993 (FMLA), 109, 111, 113, 122
family leave. *See also* family, immediate
 bereavement, 85, 126, 135
 long-term, 121–122, 123–124
 without pay, 113
Federal Mediation and Conciliation Service's Grievance Mediation Program, 11
feedback surveys, 16
fights, interventions in, 40
files, grievance, 12
First Class Maryland certification, salary supplementation and, 76
504 plans, professional time for implementation of, 63
flexible medical spending accounts, 94
flexible scheduling
 decisions on, 60
 MCITP work year and, 62
 professional development and, 48
 for teaching and learning, 56
force, use of
 disruptive students and, 33
 intervention in fights and, 40
formulary drug list, under prescription drug insurance, 91
funding. *See also* reimbursement
 for instructional materials and supplies, 41–42
 for professional development, 49

G

generic equivalent rules, for prescription drug insurance, 90, 91, 92
governance
 Professional Growth System, 44
 school, professionals involved in, 56
gradebook advisors, stipend for, 77
grade-level teams and committees, school quality and improvement and, 26–27
grading
 new policies for, time for implementation of, 63
 time for, 64–65
Grading and Reporting Guidelines, 65
graduate coursework, 47–48
grievance, definition of, 9
grievance procedure
 administrative complaints and, 12
 class action grievances, 12
 cost of, representation fee and, 95
 definitions for, 9
 files for, 12
 formal process, 10–11
 grievant's rights under, 12
 guidelines for hearings, 12
 informal process, 10
 involuntary transfers and, 101
 Level One, 10
 Level Two, 10
 Level Three, 10–11
 Level Four, 11
 procedure, 9–10
 purpose, 9
 reprisals for, 12
 voluntary pre-arbitration mediation, 11
 written record of, 12
grievant, definition of, 9
group work, 55
guidance counselors. *See also* counselors
 allocation of, 70
 open contracts for, 100

H

handbooks
 Career Lattice program, 51
 Professional Growth System, 44
 Teacher Evaluation, 45
health and safety, 34–35
health maintenance organizations (HMOs), 89
hearings
 grievance, 12
 requested by probationary teachers to be terminated, 54–55
High School Assessment schedule, 57
High School Plus, compensation for, 86

holiday leave, 116
holidays, duty assignments on, 57
home and hospital teachers
 contract, 137–141
 representation fee and, 96–97
homeroom assignments, 61
hourly rate
 definition of, 20
 for evening high school, High School Plus, or
 Saturday school, 86
 for stipend program, 79, 81
 for summer activities, 86
human relations, school quality and improvement and,
30

I

IEP (Individualized Education Program)
 clerical support for, 67
 plans, professional time for implementation of, 63
 scheduling meetings for, 59, 61
illness
 personal, return from leave and, 110
 personal or family, leave without pay and, 113
immediate family. *See also* family leave
 definition of, 109
 leave for illness in, 112
impact statements. *See* Time Impact Statements
impasse procedures, 8
Imperative leave without pay, 106, 127–128
indebtedness of advanced leave at termination
 annual, 115
 sick, 112
indemnification, for unit members in PAR Program, 46
individual study, 55
Individualized Education Program (IEP)
 clerical support for, 67
 plans, professional time for implementation of, 63
 scheduling meetings for, 59, 61
Indoor Air Quality Inquiries, 35
induction stage, of Career Lattice program, 51
in-service training. *See* professional development;
training
instructional materials and supplies
 for home and hospital teachers, 139
 provision for, 41–42
instructional practices, new System-mandated, Time
Impact Statements and, 68
instructional specialists
 evening assignments for, 57
 lead teachers as, 51
 professional time for meeting with, 63
instructionally-related activities (IRA) periods, 60, 61,
67

insurance, 88–94. *See also* benefits
 automobile, 88
 domestic partner, 93
 dual-employee households, 93
 flexible spending accounts, 94
 health, 88
 medical, 89
 supplemental, 90–92
 life, 81, 92
 for substitute teachers, 135
InterACT teachers and InterACT speech pathologists,
63
interdisciplinary resource teachers (IRTs)
 observations by, 44
 schedules for, 61
interim grades, 65
interschool mail, 6–7
interviews
 best practices, 100
 new teachers, 72
 for transfers from schools that are closing, 103, 104
 for 12-month positions, 98
 voluntary transfers, 97–98
intramural program, co-ed, senior high school, stipend
for, 80
involuntary transfers
 assignment of NCLB highly qualified positions and,
100–101
 procedures for, 100–102
IRA (instructionally-related activities) periods, 60, 61,
67
itinerant related service providers, 36
itinerant teachers
 schedules for, 67
 student supervision duties for, 66

J

Job Fairs
 involuntary transfers and, 102
 voluntary transfers and, 97–98
Joint Associations/Deputies Committee, 52
Joint Health and Safety Committee, 35
Joint MCEA-MCPS Employee Benefits Committee
(JEBC), 16, 88, 92, 93
jury duty leave
 for substitute teachers, 135
 for 10-month unit members employed during
 summer, 85
 for unit members, 127

K

Kaiser HMO, prescription coverage, 92
kindergarten, assessments in, support for, 67

L

Labor-Management Collaboration Committee (LMCC)
authorities for, 17
Career Lattice program reports to, 52
charge to, 16–17
composition of, 16
Councils on Teaching and Learning and, 17
credit appeals panel and, 77
on direct deposit for substitute teachers, 134
MCEA and BoE commitment to, 16
non-school-based collaboration committees, 17–18
resource teachers and resource counselor meetings,
18–19
voluntary transfers and, 99

lead teachers
of Career Lattice program, 51
professional growth stipends for, 77
salary supplements for, 75

leave returnees. *See also* tenure
from academic study leave, 117
from child care/adoption leave, 123
from long-term unpaid personal leave, 129
from military leave, 124–125
from professional improvement leave, 119

leave status change
inability to complete academic program and, 117
inability to complete professional improvement
program and, 119
teaching in teacher training college or university
and, 121

leaves, 108–129. *See also* absences, authorized
adoption, 120–123
annual, 114–116
approval of, substitute teacher's name and, 66–67
child care, 120–123
compensatory, 127
definitions, 108–109
emergency closings, 127
family, long-term, 121–122, 123–124
family bereavement, 126
general conditions, 109–111
holidays, 116
jury duty, 127
long-term unpaid personal, 128–129
for MCEA meetings, 6
military, 123–126
personal injury, 40
political activity, 126–127
by principal, acting principal and, 66
professional improvement, 116–121
Reimbursable Salary, 129
return from, 109–111 (*See also* leave returnees)

short-term personal, 128
sick, 111–112
staff reductions and, 107
teacher coverage and, 66–67
teaching in teacher training college or university,
121
for 10-month unit members employed during
summer, 86
Unusual or Imperative, 106, 127–128
without pay, 113
witness service, 127
workers' compensation, 113–114

legal counsel, for unit members' interventions in fights,
40

length of service. *See also* seniority
academic study leave and, 116
staff reductions and, 107
transfers from schools that are closing and, 103

lesson planning, 53, 63, 64–65

liability
general, insurance for, 97
personal charges for, 39–40

life insurance, 92
stipend-compensated activities and, 81

longevity payment, 74

long-term family leave, 121–122, 123–124

long-term leave
child care/adoption leave and, 122
unpaid personal, 128–129
without salary, 110

long-term substitutes
definition of, 131
leave without pay for, 135
representation fee and, 97
salaries, 133–134

lunch period, 56

M

maintenance drugs, under prescription drug insurance,
91

Maryland Bridge to Excellence in Education Act, 29

Maryland laws. *See also* Education Article of the
Annotated Code of Maryland
Agreement provisions and, 21

Maryland School Assessment (MSA) schedules, 57

Maryland State Board of Education, Agreement
provisions and, 21

Maryland State Board of Examiners licenses, 76

Maryland State Department of Education (MSDE),
Yearly Evaluation Report for Certification Renewal, 52

Maryland State Teachers Association (MSTA) dues, 93

Maryland Teachers' Retirement Act, extracurricular
stipends and, 81

maternity leave. *See* adoption leave; child care leave
math content specialists, professional time for meeting with, 63

MCPS Careers

- involuntary transfers and, 102
- vacancy listings for twelve-month positions in, 104–105
- voluntary transfers and, 98

MCPS service. *See also* Montgomery County Public Schools

definition of, 20

media specialists

- allocation of, 70
- open contracts for, 100
- professional time for meeting with, 63
- schedules, 59
- summer employment for, 85
- work year for, 62

mediation, voluntary pre-arbitration, 11

medical spending accounts, flexible, 94

meetings. *See also* schedules and workload

- EMT, IEP, and CAP, 59, 61
- faculty or other, 57
- MCEA/BOE, 5–6, 13
- professional, leave for, 120

mentor teachers, stipend for, 76

middle school content specialists

- salary supplements for, 75
- schedules for, 61
- work year for, 62

middle school teacher leader positions, 61

middle school teaching teams, meeting schedules for, 57

middle school team leaders

- salary supplements for, 75
- work year for, 62

middle schools. *See also* extracurricular stipends

- assessments in, support for, 67
- work year for literacy coaches in, 62

middle schools content specialists, observations by, 44

mileage, compensation for, 87–88

military leave, 123–126

money. *See also* funding

- collection of, loss of, 66

Montgomery County Association of Administrators and Principals (MCAAP/MCBOA)

- collaboration committees and, 18
- organizational culture of respect and, 144–147

Montgomery County Council

- Agreement dependency on public funds, 21
- negotiation procedure and, 8

Montgomery County Education Association (MCEA)

- agenda and minutes for, 6

on collaboration, 4

dues payments, 93

grievance procedure for, 9–12

leave time for business of, 6, 85

MCPS collaboration with, 14–16

MCPS CPD course partnership with, 48

organizational culture of respect and, 144–147

recognition for negotiations by, 5, 131, 137

representation fee, 95–97

reprisals for membership in, 5

rights and privileges, 5–7

sick leave bank, 112

summer business, compensation for, 85

unit member discipline and, 38

written communications with Board by, 21

Montgomery County Infants and Toddlers Program (MCITP)

Labor-Management Collaboration Committee and, 18

team leaders, salary supplements for, 75

work year and scheduling for, 62

Montgomery County Public Schools (MCPS)

on continuous improvement, 4

FPT Voucher Form on unscheduled time, 64

grievance procedure for, 9–12

MCEA collaboration with, 14–16

MCEA CPD course partnership with, 48

on Student Rights and Responsibilities, 32

Workers' Compensation claims administrator, 114

Montgomery County Public Schools Retirement System

academic study leave and contributions to, 117

professional improvement leave, 118

motor vehicles

personal, reimbursement for mileage, 87–88

reimbursement for damage to, 41

multiple class schedules, 60

music teachers

allocation and scheduling of, 69

instrumental or vocal, allocation of, 70

schedules, 58, 59

substitute coverage for, 71

N

National Board for Professional Teaching Standards

Certification, 43, 50, 76

National Education Association dues, 93

negotiations

cost of, representation fee and, 95

procedure for, 7–8

reopened, 129

Negotiations Law, definition of, 20, 131, 137

new curriculum

implementation of, 42

Time Impact Statements and, 68

new employees
 priority placements and, 102
 representation fee and, 97

new teachers. *See also* probationary teachers
 Agreement orientation for, 7
 assignment of, 72
 contact information for, 7
 PAR Program and, 45

newspaper sponsors, high school, 81

No Child Left Behind Act (2001)
 on highly qualified teachers, 42
 qualification requirements, voluntary transfers and, 99
 student achievement and student improvement under, 29
 teacher assignments under, 71–72

non-classroom-based educators, professional time for meeting with, 63

novice teachers. *See* new teachers

O

observations
 formal process for, 53
 Professional Growth System, 44

Occupational Safety and Health Laws, Federal and State, 35

occupational therapists
 national certification for, salary supplementation and, 76
 work year for, 62

Office of Curriculum and Instructional Programs, 69

Office of Human Resources and Development, MCPS
 assignment of NCLB highly qualified positions, 72
 Career Lattice program and, 51
 credit appeals panel, 77
 discipline of unit members and, 38
 involuntary transfers and, 101–102
 Professional Growth System and, 49
 resignations and, 22
 staff reductions and, 107
 transfer and placement of art/music/physical education coordinators, 69
 twelve-month position vacancies and, 105
 voluntary transfers and, 98, 99, 100
 from closing schools prior to closing, 104

Office of Ombudsman, MCPS, 39

Office of School Support and Improvement (OSSI), MCPS
 alternative schedule considerations and, 60
 annual staffing guidelines, 69
 district interventions to improve performance and, 30
 involuntary transfers and, 101–102

 job postings and, 98
 monitoring voluntary transfers by, 99, 100
 school leadership teams and, 26

Office of the Chief Technology Officer (OCTO), 19

Office of the Superintendent of Schools, credit appeals panel and, 77

online courses, collaboration on, 19

open contracts
 for guidance counselors, reading, or media specialists, 100
 for part-time positions, 106
 resignations and, 111

Operating Budget Review Committee, 15

organizational culture of respect, 13–14, 28, 144–147

orthopedic therapists, schedules for, 67

Our Call to Action-Pursuit of Excellence, 4

Outdoor Education programs
 personal vehicle for, 88
 stipend for, 80
 substitute teachers and, 134

overseas teaching, leave for, 120–121

oversized class reports, 69

P

parent conferences, scheduling, 56, 65

part-time positions
 change in, priority placements and, 102
 policies on, 105–106
 representation fee and, 96

part-time teachers, allocation of, 71

party in interest, definition of, 9

pay rate
 daily, computation of, 20
 hourly, 20, 79, 81, 86, 87

Peer Assistance and Review (PAR) Panel, 45–46
 MCEA and BoE commitment to, 16
 MCEA vice-president as chair of, 15
 stipend for, 77

Peer Assistance and Review (PAR) Program, 45–46
 voluntary transfers and, 99

personal freedom, 37–39

personal illness. *See* sick leave

personal injury, 40. *See also* workers' compensation leave

personal leave
 long-term unpaid, 128–129
 short-term, 128

personnel files
 complaints, documentation of, 54
 grievance documents and, 12

physical education teachers
 allocation and scheduling of, 69, 70
 schedules, 58, 59

- substitute coverage for, 71
- physical environments
 - facilities, 36–37
 - health and safety, 34–35
 - thermostat control, 36
- physical therapists
 - national certification for, salary supplementation and, 76
 - schedules for, 67
 - work year for, 62
- placements, priority, involuntary transfers and, 101–102
- planned program for professional leave, definition of, 109
- planning time. *See also* lesson planning
 - in elementary schools, 58, 59
 - scheduling, 64–65
 - in secondary schools, 61
 - summer school, 84
- Point-of-Service (POS) health insurance, 89
- political activity, leave for, 126–127
- Post-Observation Conference Report*, 53
- post-season competition, stipends for, 81–82
- Preference for Reassignment form, 108
- preparations, definition of, 61
- Preschool Education Program (PEP), 62
- prescription drug insurance, 90–92
- pre-service days, 64
- president, MCEA
 - compensation for, 6
 - leave time for meetings, 6
- press, information about negotiations procedure for, 7
- Primary Drug List, under prescription drug insurance, 92
- principals
 - acting, designation of, 66
 - assignment changes and, 71–72
 - bulletin board materials and, 6
 - collaboration and, 4
 - decision-making information report by, 26
 - on delayed starting or dismissal times, 57
 - elementary grade assignments by, 72
 - evaluation process and, 52
 - extracurricular stipends and, 78–79
 - informal grievance process and, 10
 - involuntary transfers and, 101, 102
 - Level One grievances and, 10
 - materials allocation report to, 41
 - new teacher interviews by, 72
 - nonschool-hour access to building and, 37
 - pre-service days and, 64
 - removal of disruptive students and, 33
 - RT/Interdisciplinary RT/ADs' schedules and, 61

- staff involvement in decision making and, 23–24
- staffing decisions and, 69
- teacher coverage and, 66
- thermostat control and, 36
- 360-degree feedback for, 44
- transfers from schools that are closing and, 103
- voluntary transfers and, 100
- withholding resignations and, 22
- probationary teachers. *See also* new teachers
 - evaluation, 54–55
 - PAR Panel recommendations on, 45
- professional development. *See also* training
 - Career Lattice program, 50–52
 - choice of activities for, 46–47
 - development and retention of highly qualified teachers, 42–43
 - graduate coursework for, 47–48
 - home and hospital teachers, 138
 - MCPS/MCEA partnership on courses for, 48
 - organizational culture of respect and, 13–14
 - Peer Assistance and Review Program, 45–46
 - principles, 46
 - Professional Growth System, 43–44
 - for substitute teachers, 132
 - summer facilities for, 86
 - teacher leadership, 49–50
 - Tiers One through Four, compensation for, 86–87
 - time and resources for, 48–49
- Professional Development Plans (PDPs), 13, 47, 49, 64
- Professional Growth System (PGS)
 - elements of, 43
 - evaluation, 52
 - Handbook, 44, 52, 55
 - Implementation Teams, 15, 44, 51, 52
 - self-reflection and observations, 44
- professional improvement leave
 - after one year of MCPS service, 119–120
 - after three years of MCPS service, 118–119
- Professional Learning Communities Institute (PLCI), 28
- professional leave, 109, 116–121
- professional meetings, leave for, 120
- professional time, unscheduled, 63–64
- property damage, 41
- public communication, information about negotiations
 - procedure for, 7
- pupil personnel interns, salary supplements and, 76

R

- reading specialists or teachers
 - allocation of, 70
 - open contracts for, 100
 - professional time for meeting with, 63
 - work year for, 62

- recall, after staff reductions, 107–108
- reduction in staff
 - authority and definition for, 106
 - procedure for, 106–107
 - recall after, 107–108
- Regional Institute for Children and Adolescents (RICA), 140
- Reimbursable Salary Leave, 129
- reimbursement
 - for instructional materials and supplies, 42
 - for mileage using personal vehicles, 87–88
 - for personal injuries, 40
 - for property damage, 41
 - of tuition for graduate coursework, 47–48
- release time
 - for parent conferences, 65
 - for RT/Interdisciplinary RT/ADs, 61
 - for scoring assessments, 67
- religious belief. *See also* Sabbath of unit members
 - representation fee and, 96
 - unit members' views on, 38
- removal of disruptive students, 33
- representation fee, 95–97
- reprisals, 5, 12, 39, 54
- resignations
 - accumulated sick leave and, 112
 - child care/adoption leave and, 123
 - Long-Term Family Leave and, 124
 - nine credit hour limitation and, 47
 - open contracts and, 111
 - procedures for, 22
 - Returning From Leave Preference for Reassignment form and, 110
 - unit member not satisfied with assignments and, 71
- resource counselors
 - collaboration with, 18–19
 - extracurricular stipends and, 80–81
 - salary supplements for, 75
- resource teachers (RTs)
 - collaboration with, 18–19
 - extracurricular stipends and, 80–81
 - lead teachers as, 51
 - new teacher interviews by, 72
 - observations by, 44
 - salary supplements for, 75
 - schedules for, 61
 - work year for, 61
- resources, for professional development, 48–49
- respect, organizational culture of, 13–14, 28, 144–147
- responsibility/ies
 - Association, 5
 - of principals, for extracurricular activities, 78–79
 - for school quality and improvement, 23–28

- shared, 4, 14
 - of teachers in the PAR Program, 46
- resume bank, electronic, 99
- retirement
 - final evaluation prior to, 54
 - long-term family leave and, 124
 - military leave and, 125
- Returning From Leave Preference for Reassignment form, 108, 110
- rights
 - under grievance procedure, 9
 - MCEA membership, 5–7
 - of protection for staff, students, and property, 39
 - for students, MCPS on, 32
 - for teachers in the PAR Program, 46

S

- Sabbath of unit members. *See also* religious belief
 - duty assignments on, 57
- salaries. *See also* compensation; stipends
 - during academic study leave, 116
 - for conscientious objectors, 126
 - credit appeals panel, 77
 - daily rate computation, 20
 - deductions from, 93–97
 - eight-hour workday and, 56
 - home and hospital teachers, 138, 139–140
 - military leave and, 124
 - substitute teachers, 133–134
 - supplements, 75–76
 - 10-month schedule, 73–74
 - for 12-month employees, 74–75
 - workers' compensation definition of, 114
- Saturday school credit programs, compensation for, 86
- schedules and workload, 55–68
 - for assessments, 67
 - coverage, 66–67
 - elementary school, 58–59
 - grading time, 64–65
 - number of instructional days, 61
 - parent conferences, 56, 65
 - pre-service days, 64
 - professional time, 63–64
 - secondary school, 60–61
 - for special educators, 67
 - staff involvement in, 59–60
 - student supervision duties, 66
 - substitute teachers, 132–133
 - for teaching and learning, 56–58
 - Time Impact Statements, 67–68
 - vision for, 55–56
 - work year, 61–63
- school(s)

- closing, transfers from, 102–104
- information packet for substitute teachers, 133
- school quality and improvement and, 22, 23
- shared responsibility for student achievement and student improvement in, 28
- school activities, 56
- School and Office Environment survey, 16
- School Climate Compact, 28
- school equipment
 - cleanliness and serviceability of, 36
 - for professional development, 49
 - for summer school, 85
- school improvement. *See* school quality and improvement
- School Leadership Team Institute, 26
- school leadership teams. *See also* elected faculty representative(s)
 - alternative schedule considerations and, 59–60
 - decision making and, 23, 24–26
 - interim grades and, 65
 - teacher coverage and, 66
- school psychologists
 - allocation of, 71
 - national certification for, salary supplementation and, 76
 - teleworking, 127
- school quality and improvement. *See also* Peer Assistance and Review (PAR) Program
 - assumptions for, 22–23
 - effective human relations programs, 30
 - professional time for, 63
 - shared responsibility for student achievement and student improvement in, 28–29
 - staff involvement in decision making, 23–28
 - staff involvement in district interventions and, 29–30
- school year, definition of, 109
- secondary schools. *See also* extracurricular stipends
 - allocation of specialists for, 70
 - part-time teachers, allocation of, 71
 - schedules, 60–61
 - subject assignment changes in, 72
- security of staff, students, and property, 39–41
- seniority. *See also* length of service
 - individual signing of contracts and, 20
 - staff reductions and, 107
 - transfers from schools that are closing and, 103
- Service Employees International Union (SEIU), 144–147
- severance. *See* termination
- shared responsibility, 4, 14. *See also* collaboration
 - for student achievement and student improvement, 28–29
- short-term leave

- child care/adoption leave and, 122
 - personal, 128
 - substitute teachers and, 110
- short-term substitutes
 - definition of, 131
 - representation fee and, 96–97
 - salaries for, 133–134
- sick leave. *See also* personal leave; workers' compensation leave
 - academic study leave and, 116
 - bank, 112
 - procedures for, 111–112
 - for substitute teachers, 135
 - for 10-month unit members employed during summer, 85
 - without pay, 113
- skillful teaching stage, of Career Lattice program, 51
- social workers, allocation of, 70
- special education collaboration committees, 18
- special education teachers
 - compensation for, 84–85
 - professional time for meeting with, 63
 - schedules, 67
- specialty drugs, 92
- speech and language pathologists
 - national certification for, salary supplementation and, 76
 - schedules for, 67
 - work year for, 62
- speech and/or hearing specialists, allocation of, 70
- speech teachers, allocation of, 70
- split-location assignments, involuntary transfers and, 101
- split-position teachers, student supervision duties for, 66
- sponsors, for extracurricular activities, 78–79
- staff. *See also* staffing
 - collaboration and, 4
 - district interventions to improve performance and, 29–30
 - reductions, 106–108
 - school leadership teams and, 26
 - security of, 39–41
- Staff Development Cross-functional Team, 15
- staff development teachers
 - lead teachers as, 51
 - professional time for meeting with, 63
 - work year for, 62
- Staff Survey of the School/Office Environment, 16
- staffing
 - class size and, 68–69
 - disadvantaged student programs and, 69
 - elementary schools, 70

- secondary part-time teachers, 71
- secondary schools, 70
- student services personnel, 70
- substitute coverage, 70–71
- standardized test scores, use of, 29
- standards, Professional Growth System, 43
- starting times, 56–57
- step increases, 73–74
- stipends, 76–77. *See also* compensation; salaries
 - extracurricular (*See* extracurricular stipends)
- strikes, MCEA rights & privileges and, 7
- student(s)
 - disadvantaged, staffing under federal or locally funded programs for, 69
 - individual, time for, 55
 - security of, 39–41
 - teacher transfers from schools that are closing and, 103
- student discipline
 - alternatives for chronically disruptive students, 34
 - comprehensive approaches to, 31–32
 - dealing with disruptive students, 33
 - guiding principles for, 30–31
 - information, data collection, and analysis of, 34
 - in-school alternatives for disruptive students, 33–34
 - school policies on, 32
- Student Information System, MCPS, 34
- student instructional days, 61
- student learning, effective use of collaborative time for, 27
- Student Rights and Responsibilities, MCPS policy on, 32
- student services personnel, allocation of, 70
- student supervision duties, in elementary schools, 58
- student teachers, supervision of, 50
 - stipend for, 76
- student-teacher ratio, 69
- study hall duties, 61
- subcontracting, 5
- subject assignment changes, 72
- substitute teachers
 - collaboration, 132
 - contract, 131–136
 - duration, 136
 - supplement, 135–136
 - prearrangement for, 66–67
 - professional development, 132
 - representation fee and, 96–97
 - schedules and workload, 132–133
 - short-term leave and, 110
 - for specialists, 71
 - time for professional development and, 48–49
 - unit composition, 143
 - working conditions, 133

- summer school
 - compensation for, 84–85
 - instructional materials and supplies for, 41
 - professional leave for, 120
- superintendent. *See also* leaves
 - definition of, 20
 - leave of absence and, 111
 - Level Two through Level Four grievances and, 10–11
 - MCEA Board of Directors' meetings with, 5
 - organizational culture of respect and, 144–147
 - staffing decisions and, 69
- supplemental health insurance, 90–92
- supplements, 75–76
 - substitute teachers, 135–136
- surveys, for feedback, 16
- suspension of disruptive students, 33

T

- tax withholding
 - extracurricular stipends and, 81
 - for unit members living outside of Maryland, 93
- tax-deferred annuities, 93
- teacher(s). *See also* new teachers; probationary teachers; professional development; resource teachers; substitute teachers; unit members
 - classroom, scheduling of, 58
 - culture of ownership and, 4
 - elementary school schedules for, 58–59
 - highly qualified, development and retention of, 42–43
 - leadership development among, 49–50
 - PAR Program rights and responsibilities, 46
 - Post-Observation Conference Report* and, 53
 - secondary part-time, 71
 - secondary school, work day for, 60
 - student, supervision of, 50
 - workday for, 56
- teacher aides, assignment of, 72
- teacher certification
 - home and hospital teachers, 139
 - National Board for Professional Teaching Standards, 43
 - salary supplementation and, 76
 - staff reductions and, 106–107
 - transfers from schools that are closing and, 103
 - voluntary transfers and, 99–100
- Teacher Evaluation Handbook, 45
- teacher specialists, allocation of, 70
- teacher trainers, compensation for, 85
- Teachers Professional Growth System, 13
- teaching in teacher training college/university, leave for, 121
- teams

middle and elementary school teaching, meeting
schedules for, 57
professional time for, 63
technology, new, Time Impact Statements and, 68
technology committee, collaboration and, 19
telephones, for private calls, 37
teleworking
emergency closings and, 127
for Professional Development Plan work, 65
temporary employees, definition of, 20–21
10-month employees. *See* unit members, 10-month
tenure
academic study leave and, 117
FMLA leave without pay and, 113
leave for teaching in teacher training college or
university and, 121
PAR Panel on termination and, 46
professional improvement leave and, 119–120
salary supplements or extracurricular compensated
activities and, 75
staff reductions and, 106–107
termination
final evaluation prior to, 54
indebtedness of advanced annual leave at, 115
indebtedness of advanced sick leave at, 112
representation fee and, 96
staff reductions and, 107
of tenured teachers, PAR Panel on, 46
test data, use of, 29
theft, precautions against, 39
thermostat control, 36
360-degree feedback, 44
time. *See also* planning time; release time
flexible use of, 56
professional, 63–64
for professional development, 43, 48–49
starting and dismissal, 56–57
transition between classes, 59
unscheduled professional, 64
for use of annual leave, 115
Time Impact Statements, 67–68
training. *See also* professional development
collaboration committee, 18
Continuing Professional Development, 48
elected representatives, 24
military, leave for, 125
professional development, Tiers One through Four,
86–87
Professional Growth System, 43
resource teachers meetings and, 18
for school leadership teams, 26
school quality and improvement and, 29
staff development leadership, 49

transfers
involuntary, 100–102
from schools that are closing, 102–104
voluntary, 97–100
travel mileage, compensation for, 87–88
tuition reimbursement, for professional development,
47–48
12-month employees or positions. *See* unit members,
12-month

U

unit, definition of, 19–20, 131, 137
unit composition
grade A-D, 142
substitute, 143
12-month, 143
unit members
assaults on, 39–41
assignments, 71–72
definition of, 20
evaluation due process rights of, 53–54
extracurricular activities and, 78–79
MCEA notification of hiring, 7
misconduct or possible criminal conduct by, 38
new, representation fee and, 97
part-time, 105–106
personal and academic freedom for, 39
personal liability charges against, 40
professional time for, 63–64
representation fee, 95–96
sign-in by, 56
student supervision duties for, 66
summer school employment for, 84–85
10-month
anniversary dates for, 74
employed during summer, leave for, 85
longevity payment, 74
return from leave at end of school year, 111
salary over 12 months for, 95
salary schedule, 73–74
unit composition, 142
workday for, 56
360-degree feedback for, 44
transfers from schools that are closing, 103
12-month
extracurricular stipends and, 80
posting of vacancies in, 98–99, 104–105
salaries, 74–75
unit composition, 143
work year for, 63
workday for, 56
work year for, 61–63
Unusual or Imperative leave without pay, 106, 127–

V

vacancies

- involuntary transfers and, 101
- posting of, voluntary transfers and, 98–99
- return from leave and, 110
- transfers from schools that are closing and, 103

vehicles

- personal, reimbursement for mileage, 87–88
- reimbursement for damage to, 41

vision insurance, 90

vision teachers, itinerant, schedules for, 67

voluntary transfers

- from closing schools prior to closing, 103
- of grade or subject assignments, 72

principles and procedures, 97–98

W

witness service, 127

work load. *See* schedules and workload

work year parameters, 61–63

Workers' Compensation Law, 40, 111, 114

workers' compensation leave, 40, 113–114

working conditions

- home and hospital teachers, 139
- for substitute teachers, 133

Y

*Yearly Evaluation Report for MSDE Certification
Renewal*, 52