

CONTRACT

Agreement between

**Montgomery County
Education Association**

And

**Board of Education of
Montgomery County**

Rockville Maryland

**for the
School Years 2008 - 2010**

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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.
- 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 mailed 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 and the MCPS email system is authorized distribution of official Association material. Printed or electronic materials or literature indicating MCEA's position concerning any candidate for public office may not be distributed

through the interschool facility or the MCPS email system. Use of the interschool mail facility or MCPS email 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 and email system will be in accordance with procedures established by the superintendent. Violation of this section will result in loss of use of the facility and/or email accounts and email address listings for the remainder of the period of the Agreement.

4. The Association will be provided with the names, addresses, work email addresses, and such other additional information as the parties may agree to, of all new unit members as they are contracted. This information will be provided to the Association on a regular basis, in accordance with a schedule agreed upon by the parties.
- 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 be provided with 100 copies of the annual directory without cost to the Association, and 50 copies of each issue of the Advocate will be provided without cost to the Department of Association 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. During the month of September of each year that the Association is recognized, 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 observers, tentative Agreement procedures, expense sharing of third party neutrals, and the identification of a chief spokesperson for team members. 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

1. Should either party suggest an impasse, 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.
2. In the event that the parties are unable to agree upon a third party, the parties agree to submit their impasse to the American Arbitration Association for assistance in the selection of a third party.
3. If a panel is activated, said panel shall meet together and individually with the parties, and within 30 days render a report setting forth its recommendations for the resolution of the impasse. The parties agree to cooperate with the panel and provide such information and assistance as it may request.
4. The parties shall have five days to react to the panel's recommendations. If the impasse is not then resolved, either party may make the panel's findings and recommendations public. The panel's findings and recommendations shall be advisory only and not binding on either party.

- C. 1. 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. Said Agreement, if changed by action of the county fiscal authority, shall be submitted to the parties following the funding of the school operating budget by said authority. If renegotiation of said Agreement is required and final ratification is agreed upon by both parties, said final ratification will constitute final execution of this Agreement. It is further understood that when ratified, this Agreement shall be given full force and effect by said parties for the entire term thereof.
2. 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 prior to the Board of Education rendering the final determination as to all matters which have been the subject of negotiations in accordance with the impasse procedures provided for in Section 6-408 of the Education Article of the Annotated Code of Maryland

**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.
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 and Level One or may request that MCEA be his/her representative. The grievant shall be represented by an MCEA representative at Level Two 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. The following requirements must be met in order to achieve effective collaboration:

- Systemwide commitment at all levels of the organization
- Open and effective communication
- Trust in each other and the process
- An authentic process of genuine representation
- Open, honest contributions without fear of retribution
- Respect for various points of view
- Training of participants in processes that support collaboration
- Effective problem-solving processes
- Implementation plans for collaborative decisions

It is in our mutual interest to be involved in collaborative processes whenever possible. The following are examples of areas where collaborative processes have been used:

- The strategic direction of MCPS
- MCPS budget
- Training and professional development
- Professional growth cycle and teacher performance evaluation
- Local school governance
- Dispute resolution
- Employee benefits programs
- Participation of the MCEA president in MCPS leadership team meetings
- Creation of a teacher co-coordinator for the Professional Growth System
- The MCEA Forum on Outlook

B. Labor-Management Collaboration Committee

1. The parties agree to maintain and expand the use of the Labor Management Collaboration Committee, 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:
 - Interpreting and administering the implementation of the negotiated Agreement;
 - Discussing any matters of mutual interest or concern and reaching tentative agreements on issues in a timely manner;
 - Developing and establishing guidelines for collaboration between MCPS and MCEA, including identifying ways to promote authentic and extensive participation in collaborative processes and for determining ways to make these processes efficient and user friendly;
 - Encouraging individuals, offices, and committees to collaborate;
 - Creating an organizational expectation for collaboration;
 - Recommending supports and resources to sustain collaboration;
 - Serving as a coordinating body and as a resource to facilitate the use of collaboration throughout MCPS;
 - Reviewing and assessing the effectiveness of collaboration between MCPS and MCEA.
 - Establishing a process by which school-based collaborative decision-making teams could request contract waivers.
3. The joint committee will have the following authorities:
 - a. To establish temporary joint task forces and committees and work groups to address particular issues. Such groups will report back to the Labor-Management Collaboration Committee. Existing joint committees and work groups that continue will do so under the aegis of this joint committee. The Labor-Management Collaboration Committee shall be authorized to consolidate, reconfigure the membership of, modify the charge and tasks of, and discontinue joint subcommittees, task forces, or work groups. In addition the Labor-Management Collaboration Committee will interpret and review implementation plans for decisions made by these collaborative decision-making groups.
 - 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 Labor-Management Collaboration Committee, the Labor-Management collaboration Committee 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.
4. During the term of this agreement, the committee will consider the following collaborative projects determined by the parties to be of high priority.

a. **School Improvement**

Participate in a collaborative process with other stakeholders to explore the nature of effective schools, the accountability framework, school climate, school improvement strategies, including the Baldrige-guided School Improvement Planning process, and, where necessary, intervention models. This collaborative process is intended to help schools meet performance expectations, including support and guidance for improvement along a continuum from intensive, guided intervention to self-directed improvement efforts. This process will discuss the development, implementation, and evaluation of MCPS interventions in schools that will not meet AYP.

b. **Councils on Teaching and Learning**

Continue to provide teachers an opportunity to discuss, react to, and communicate about MCPS initiatives related to curriculum, assessment, instruction, and staff development. The representatives on the Councils on Teaching and Learning 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.

c. **Collaborative Processes**

Consider expansion of models already in place such as the countywide “liaison committees” and continuous improvement teams for special education, pupil services, media specialists, ESOL, and speech language pathologists.

d. **Teacher Development Schools**

Initiate a collaborative process with other stakeholders to discuss the development and implementation of teacher development schools. This group will identify schools that might be interested in piloting a teacher development school.

These special professional practice schools are designed to support and guide the professional development and improve the practice of all teachers in low performing

schools. The teacher development school will provide an environment for all teachers in the school to focus intensively on developing and supporting classroom practices that result in improved student learning.

e. **Feedback Survey Documents**

MCEA and MCPS have set up collaborative workgroups that are in the process of developing feedback survey documents to be used by unit members who have a primary role to support colleagues. The purpose of these surveys is for these unit members to receive feedback from those with whom they work and to utilize the results in a continuous improvement model.

C. **Assessments**

The parties agree that new systemwide assessments will be presented to and discussed with the Councils on Teaching and Learning prior to any final decision on implementation.

**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. **Seniority** – The length of a unit member's continuous service in the unit from the effective date of the unit member's most recent employment.
 - a. Seniority is not interrupted by leave (either paid or unpaid) or by service in MCPS outside the bargaining unit.
 - b. Accrual of Seniority
 - (1) Unit members on active service and those on leave shall continue to accrue seniority.
 - (2) Unit members on active service or on paid leave who are laid off shall continue to accrue seniority as long as they are eligible for recall. Unit members who are laid off while on unpaid leave shall not accrue seniority, but their seniority shall not be interrupted as long as they are eligible for recall.
 - c. 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.
 - d. Employment during the time a unit member's certificate is classified as Class II will not count toward seniority.
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. 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.

C. 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.

D. 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.

E. 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, 60 West Gude Drive, 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.

F. 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.

G. 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.

H. 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.

I. 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 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. An announcement will be placed in the MCPS Bulletin regarding the notice requirements in early April and late May. In addition, notification will be included in a salary check in June for unit members.
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 to continuously renew itself and build the capacity of its staff to improve the achievement of our students.

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.
- 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

1. School Leadership Teams

- a. Every school leadership team should operate collaboratively, be representative of and accountable to staff, and involve staff in decision-making about:

- (1) curriculum, assessment, and instruction
- (2) professional development
- (3) behavior management and discipline policies
- (4) school improvement plans
- (5) scheduling models that affect the whole school
- (6) school-wide interventions that address low performance
- (7) educational interventions for groups of students
- (8) local school processes for grading and reporting, parent communication and other tasks that enhance student learning.

b. Communication and Openness

School leadership teams will operate in an open manner and their decision-making processes will be communicated to all staff. Meetings of school leadership teams should be open to any interested staff. Leadership teams should design and implement two-way communication between staff and leadership teams.

c. **Ensuring Collaborative Decision-Making**

School leadership teams are encouraged to consider the nature of decision-making in their school and to explore research-based approaches to collaboration in decision-making that involves all stakeholders. Any school may request support to assist its exploration or implementation of collaborative models.

- (1) Leadership Teams will have access to training that has been developed and provided by MCEA and MCPS. The School Leadership Team Institute includes training in collaborative decision-making, interest-based approaches to problem solving, facilitation, effective meetings, and team development. The LMCC will work to assure that all leadership teams have access to this training.
- (2) The leadership team may request additional training, facilitation, and other forms of assistance from MCEA and MCPS. Such requests will be made to the countywide Labor Management Collaboration Committee, which will arrange for the requested support.

d. **Staff Representation**

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

e. **Information Report**

Each principal will submit to the Office of School Performance at the beginning of each school year a complete roster of members, the title of, and the frequency of meetings of the school's primary decision making body. OSP will provide MCEA with a copy of this information.

2. Non-school Based Collaboration Committees

Collaboration Committees (CC) are charged with holding ongoing discussions and engaging in collaborative problem-solving on matters of interest and concern. Each CC should be representative of and accountable to staff and involve staff in the decision making process.

- a. 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 CC.
- b. When a CC 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.
- c. The CC will establish a regular meeting schedule and submit that, along with the names of all members, to MCEA by September 30 of each year.

A joint work group will be established by the LMCC to 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.

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 support 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. The Professional Learning Communities Institute (PLCI) is one avenue through which schools can receive professional development in this area. MCEA and MCPS will work to expand the availability of the PLCI to all interested schools, or in response to major MCPS initiatives.
 - 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. The *No Child Left Behind Act*, approved in January 2002, requires schools to demonstrate adequate yearly progress in achieving state standards for the school as a whole and for designated categories of students. Schools that do not meet adequate yearly progress may be subject to state and school system interventions.
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

The *No Child Left Behind Act* significantly changes the role of the federal government in education. Similarly, the Maryland Bridge to Excellence in Education Act increases the role of the state government. Both pieces of legislation are based on the principle of accountability, requiring school districts and individual schools to meet specific standards for school achievement. Those schools that are not able to meet these standards may be subject to intervention imposed by either Montgomery County Public Schools or by the Maryland State Department of Education.

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

D. School Climate, Human Relations, Diversity, and Conflict Resolution

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. Staff input is a critical factor in fulfilling this commitment. 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.

1. **Effective Human Relations Programs**

- a. 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.
- b. 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.

2. **Responsibilities of Unit Members**

- a. 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.
 - b. 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.
3. The parties agree to:
- a. Support a fair and positive work environment and equip unit members with the skills to value commonalities and differences among colleagues and students;
 - b. Provide training and education for unit members in best instructional practices for teaching a diverse population;
 - c. Provide opportunities for staff to become aware of human relations concerns in the school and community and become actively engaged in working together to resolve those concerns;
 - d. Promote a diverse workforce by making every effort to maintain a school system free of prejudice and illegal discrimination in all aspects of employment.

- e. Work with the other employee organizations to ensure the creation of an organizational culture of respect throughout MCPS. 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, cultures, and backgrounds, and their impact on teaching and learning.

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.
 - 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 that 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 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, or the school's designated decision-making process that includes parents and students where 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 enforcement of clear and specific rules are 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 peer mediation, conflict resolution, and student courts 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: courses, reading, mentoring, observation of well-managed classes, videotaping and feedback, 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.
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 Leadership Team, or other 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.
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.

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
- when there is a danger of disruption to the educational process of the school system

The Office of Human Resources 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 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:
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. 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 09 and FY 10 no less than the dollar amount provided on a per pupil basis in the FY 08 and FY 09 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.

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. The Elementary and Secondary Education Act (*No Child Left Behind Act*) now requires that all school districts employ only “highly qualified” teachers, as defined by the Act. The Elementary and Secondary Education Act also imposes additional specific “quality” requirements on elementary and secondary teachers.

To meet the federal quality standards, particularly with regard to schools of greatest need, we agree that a focus on effective teaching must be a top priority of MCEA and MCPS. 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 new and experienced teachers can demonstrate that they meet NCLB’s definition of “highly qualified.” 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, 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, MCPS Office of School Performance and the MCPS Office of Organizational Development. Ongoing program evaluation of this complex initiative will continue through the PGS Program Evaluation Oversight Committee, a multi-stakeholder team that designs and oversees the collaborative program evaluation of the Professional Growth System 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 (PAR)

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 MCAASP.
4. The Peer Assistance and Review (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

a) Tuition Reimbursement Program

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

Unit members may request tuition reimbursement for 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 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

Ongoing assessment of the effectiveness of the Professional Growth System and programs offered by the Office of Organizational 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

- 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 Organizational Development.
- Permit use of tuition reimbursement funds to pay the cost of National Board for Professional Teaching Standards certification renewal fees, “Take One” test 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. 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.

G. Career Lattice Program

1. MCEA and MCPS are committed to ensuring that there are high-quality educators throughout every level of MCPS. This initial design will focus on school-based teachers and teacher specialists. A second phase will consider Lead Teacher status for other unit members. These commitments emphasize the importance of having structures and processes in place to attract, recruit, hire, mentor, develop, evaluate, recognize, and retain high-performing teacher professionals. MCEA and MCPS believe that excellence in teaching is critical to student learning.
2. There are three developmental stages in a teaching career, which include Induction, Skillful Teaching, and Leadership in Teaching (Referred to as the Lead Teacher). To be successful in

MCPS a teacher must reach the Skillful Teaching Stage. Some professionals will choose to become teacher leaders and enter into the Leadership in Teaching Stage. Teachers in this stage serve through leadership in their schools and classrooms and seek even greater responsibility. At this stage, the teacher takes on new challenges to support, coach, mentor, and lead colleagues in instructional and school improvement which result in increased student learning. The Career Lattice is a framework that includes definitions of leadership responsibilities; processes for application, identification, and evaluation of Teacher Leaders; and a compensation structure that is aligned to the leadership responsibilities.

3. Educators with Lead Teacher status are eligible for a variety of teacher leadership roles, such as resource teachers, consulting teachers, instructional specialists, and staff development teachers. At this time, the Lead Teacher opportunities consist of specific leadership positions and project leadership.
4. Classroom teachers who achieve Lead Teacher status can apply for teacher leadership positions designated in the Career Lattice Handbook or carry out school-based improvement projects. They may be eligible for additional responsibilities and additional compensation.
5. The Career Lattice is collaboratively designed by the Career Lattice Design Team to provide a structure for career planning that expands professional opportunities for teacher leaders while allowing them to continue to have direct responsibility for student learning.
6. The Career Lattice program shall operate in accord with the procedures enumerated in the Career Lattice handbook which reviewed and revised annually collaboratively by the Career Lattice Joint Panel and the Teacher PGS Implementation Team.
7. The Career Lattice Joint Panel will provide leadership for the implementation of the Career Lattice. This panel is comprised of equal numbers of teachers and administrators who are recommended by the Montgomery County Education Association and the Montgomery County Association of Administrative and Supervisory Personnel and appointed by the superintendent. MCPS will be represented by the Associate Superintendent for the Office of Human Resources (or her designee).
8. The Career Lattice Joint Panel is responsible for:
 - a. Lead Teacher application process
 - b. Lead Teacher identification process
 - c. Lead Teacher recertification process
 - d. Data collection about the cadre of Lead Teachers (demographic, educational, etc.) as well as data needed to track results for continuous improvement
 - e. Career Lattice revisions and improvement recommendations
 - f. Working with the Department of Shared Accountability to provide input for the evaluation of the Career Lattice Program
9. The Career Lattice Joint Panel will report to the Teacher Professional Growth System Implementation Team which will review and revise procedures as necessary. The Teacher PGS Implementation Team will provide quarterly reports to the MCEA/MCPS Labor Management Collaboration Committee. Unresolved issues will be submitted to the Labor Management Committee to Joint Associations/Deputies Committee.
10. The parties agree to jointly evaluate the Career Lattice program. The evaluation process will be developed by the Career Lattice design team. The evaluation will include the quantitative and

qualitative indicators such as student achievement data, teacher satisfaction and other measures that will be identified by the design team. The evaluation will consist of a yearly analysis of the effectiveness of the program.

11. In the event that one of the parties determines that the Career Lattice fails to live up to the purposes and collaborative principles for which it was established, the teacher 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, either party can discontinue its involvement in the program with 90 days notice.

12. **Instructional Specialist Task Force**

- a. MCEA unit members and MCPS agree that it is important to provide the opportunities for leadership responsibilities to as many teachers as possible over time. We also recognize that those serving in those roles grow professionally as they work with colleagues in more comprehensive ways.
- b. Instructional specialists work at the system level and often support the implementation of policy and new initiatives. Serving in these roles provide enormous opportunities for leadership and professional growth.
- c. In considering the overall goals of the Career Lattice, MCEA and MCPS agree to set up a task force to consider the possibility, viability and efficacy of designating some instructional specialists' positions which are rotating. This would mean that an individual would serve in the position for a pre-determined number of years and then rotate back into a school-based position. The work of this task force will be completed by July 1, 2008, to be considered in future negotiations.

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 Peer Assistance and Review 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 any class visit notes/draft observation report prepared by their administrator, supervisor, or consulting teacher at least one day before a 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) 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. 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.
11. 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.
12. 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.
 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 three 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 three hours per month (e.g., Middle States Association Evaluation, special programs, etc.) as determined by the principal in collaboration with the leadership team, after consultation with the faculty.
2. 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.
3. 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.
4. Middle school and elementary school teaching teams and their administrators will collaborate in establishing team meeting schedules that facilitate meeting student needs and effective implementation of the program of instruction.
5. 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.
6. The parties agree that MSA and HSA 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.

D. Elementary School Schedules

1. Principals will grant seven hours of planning time per normal week, at least four hours and fifteen minutes of which will be during the elementary teachers' student day.
 - a. Elementary teams and their administrators will collaboratively determine the meeting schedule for grade level teams before, during, or after the student day and within the teacher day.
 - b. Classroom teachers, academic support teachers (staff development teachers, reading specialists, etc.), and the administration will collaboratively determine the meeting

times for academic support of the classroom teacher before, during, or after the student day and within the teacher day.

- c. During the first two years of this Agreement the parties will appoint a joint work group to study and recommend the amount of additional planning time that can be provided during the student day effective July 1, 2009, utilizing available funds.
2. a. This provision will apply to elementary art, music and physical education teachers as well. All other teachers who are school-based specialists will receive seven hours planning time per normal week, at least one hour of which will be during the specialists' student day.
 - b. At the elementary level, each art, music, physical education teacher and media specialist will participate in the process by which their teaching schedule is developed. In developing elementary art, music and physical education schedules, schools should use the following guidelines:
 - Planning requires a block of at least 20 minutes of uninterrupted time.
 - Transition time between class should be no less than five minutes and no more than 10 minutes.
 - Art, music, and physical education teachers should begin and end instruction on the same days of the school calendar as other classroom teachers do, including the first and last days of school.
3. Every effort will be made to provide equal distribution for this planning 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.

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.

4. Effort will be made to schedule EMT, 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 planning 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. Schools may decide to change the structure of the student day in an effort to increase instructional time for maximizing student achievement. Although the parties to this agreement endorse 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, teachers may volunteer to accept a schedule that guarantees weekly rather than daily planning time.
2. A request to study alternative schedules can be initiated by the school leadership team, a supermajority (58%) of all MCEA unit members in the school, or through a major MCPS initiative. Decisions to change the structure of the school day may only be made after a formal process is undertaken to determine best appropriate instructional practices by a multi-stakeholder group, including parents and students, under the direction of the School Leadership Team. The faculty representatives to this workgroup will be selected by a vote of MCEA unit members conducted by the Elected Faculty Representative. This process is to take place over the period of a calendar year. A majority of the multi-stakeholder group must reach agreement on any recommended change. If the process results in changes to the structure of the school day, a majority of the school leadership team must also reach agreement in order for the recommended changes to be sent to the Office of School Performance (OSP) for approval. Disputes over OSP decisions on such proposals will be referred to the Joint Senior Staff / Association Leaders Collaboration Committee for resolution.
3. A school decision to adopt a flexible scheduling model such as block scheduling will be made in accordance with this decision-making process. Such a decision may only be made after a formal process is undertaken as delineated in Article 16, Section E.2. The school leadership team will also have the authority to monitor the implementation of flexible scheduling models and the authority to make technical adjustments in the model as necessary.

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. All other classroom teachers may be assigned one period involving instructionally related activities, other than regularly scheduled classes, with students in clubs, activities, seminars, and study skill groups, or activities related to a teacher's Professional Development Plans and one period for preparation.
- b. Teachers may volunteer to teach more than the above.
2. Secondary resource teachers and athletic directors will have a reduced teaching schedule, when possible, except in no case will they be required to teach more than four classes.

Secondary resource teachers and athletic directors will be excused from regular study hall duties and homeroom assignments. Secondary resource teachers' and athletic directors' 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/IRT/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, when possible, except in no case will they be required to teach more than four classes.
 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 J of this Article.

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

The work year for secondary counselors shall not exceed 216.5 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 212 duty days.

The work year for middle school literacy coaches shall not exceed 210 duty days.

The work year for middle school team leaders shall not exceed 205 duty days.

The work year for elementary counselors shall not exceed 210 duty days.

The work year for full-time elementary reading specialists shall not exceed 200 duty days. Effective July 1, 2008, this shall increase to 201 days. Effective July 1, 2009, this shall increase to 203 duty days

The work year for media specialists shall not exceed 205 duty days.

The work year for staff development teachers shall not exceed 210 duty days.

The work year for consulting teachers shall not exceed 215 duty days.

The work year for elementary team leaders (including ESOL teams effective July 1, 2008) shall not exceed 198 duty days.

The work year for elected faculty representatives to the school leadership team shall not exceed 198 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 full-time InterACT teachers and InterACT speech pathologists shall not exceed 205 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.

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. 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:
 - 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
 - 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 (ex.: winter and spring break, MSTA 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.

K. Pre-Service Days

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.

L. Grading Time

1. Teachers will have one full day each at the end of the first and third grading periods and one half-day during each of the first and second semesters for planning and/or grading.
2. The professional day scheduled at the end of the first semester will be used by classroom teachers for grading, planning, working collaboratively with colleagues, and/or activities related to Professional Development Plans. The professional day will not be rescheduled if schools are closed for teachers because of inclement weather.
3. Teachers will not be required to turn in grades until the end of the workday on the final day allotted for the completion of grades. 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.

M. 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.

N. 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. 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.

O. 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.

P. Special Educators

1. Schedules for speech/language pathologists, elementary school resource room teachers, OTs/PTs, and itinerant vision and auditory teachers, will include three hours per week within the student day 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 instructionally-related-activities (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.

Q. 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.

R. 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:
 - 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 the beginning stages of development.

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 Performance (OSP) will provide MCEA with the annual staffing guidelines for local schools, including the elementary art, music, and physical education guidelines.
 - b. OSP will keep MCEA informed of oversized class reports and the allocation steps taken to reduce the number. MCEA will keep OSP informed of what it learns of the conditions and impacts in specific classrooms.
 - c. OSP 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 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
Music Teachers--Instrumental	Not less than one for every five schools
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

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|-------------------|------------------------------|
| 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 |
|--|--|
- 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.

G. Differentiated Staffing Models

1. The Association and the Board agree that the concept of differentiated responsibility and flexible staffing is potentially a valuable tool which should be applied more widely in the Montgomery County Public Schools to help keep pace with the needs of children.
2. The Association and the Board agree that any design for differentiated staffing, to be successful,
 - a. Must meaningfully involve classroom teachers and the local faculties from the initial stages of development through implementation and evaluation,
 - b. Must clearly define roles and responsibilities of certificated and noncertificated personnel, and
 - c. Must seek the understanding and support of the community during development, implementation, and operation.

3. The Association and the Board agree that successful implementation of this concept depends upon maintenance of constructive teaching loads.
4. The Association and the Board urge local school faculties to initiate in-depth studies of the many ramifications of differentiated staffing.
5. The Association and the Board agree to consider proposals for differentiated pay plans which originate with local school faculties after the school has successfully implemented a differentiated staffing plan for at least two full school years.
6. Prior to the implementation of any Differentiated Staffing Model plan that affects unit members' wages, hours, salaries, and other working conditions, the plan shall be submitted to the parties for negotiation of salary, wages, hours, and other working conditions.
7. The Board of Education and the Association agree to jointly develop procedures to negotiate any pay plan as noted in Section 6 above. Such negotiation can be scheduled separate from the regular negotiations upon mutual agreement of the parties.

H. 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 2 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 salary schedule and 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 and where they meet highly qualified status as defined by the NCLB requirements. When unavoidable assignments for which the teacher would not be designated highly qualified under NCLB are to be considered, the principal and the teacher will first meet to discuss options to, and potential impacts of, the potential assignment. If the involuntary transfer window is still open in the subject area of the teacher, the teacher may request to be placed on the involuntary transfer list. If such assignment is made, it shall be made for one year at a time, and the same process must be followed if it appears unavoidable again for the subsequent year. If the voluntary transfer season is still open, the teacher may pursue a voluntary transfer, and the Office of Human Resources will provide assistance in identifying vacancies for which the teacher would meet the highly qualified requirements. If prior to August 1 OHR identifies a qualified new hire who meets the NCLB highly qualified definition for the assignment, the incumbent teacher may volunteer to be involuntarily transferred to a position for which he/she is highly qualified, and the new teacher may be placed in the assignment for which he/she meets the highly qualified requirements.
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. Effective July 1, 2007, the professional salary schedule shall be increased by 4.8 percent on all salary lanes. The salary schedule for 2007-2008 is:

10-Month Salary Schedule

Effective July 1, 2007, 10-Month

	BA	MA/MEQ	MA+30	MA+60
1	\$ 44,200	\$ 48,693	\$ 50,124	\$ 51,419
2	\$ 44,881	\$ 49,510	\$ 51,619	\$ 52,916
3	\$ 46,227	\$ 51,416	\$ 53,606	\$ 54,953
4	\$ 47,614	\$ 53,396	\$ 55,670	\$ 57,069
5	\$ 49,042	\$ 55,452	\$ 57,813	\$ 59,266
6	\$ 50,931	\$ 57,587	\$ 60,039	\$ 61,548
7	\$ 52,892	\$ 59,804	\$ 62,351	\$ 63,918
8	\$ 54,928	\$ 62,107	\$ 64,752	\$ 66,378
9	\$ 57,043	\$ 64,498	\$ 67,245	\$ 68,934
10	\$ 59,239	\$ 66,981	\$ 69,833	\$ 71,588
11		\$ 69,560	\$ 72,522	\$ 74,344
12		\$ 72,238	\$ 75,313	\$ 77,206
13		\$ 75,019	\$ 78,213	\$ 80,178
14		\$ 77,907	\$ 81,224	\$ 83,265
15		\$ 80,244	\$ 83,661	\$ 85,763
16		\$ 82,652	\$ 86,171	\$ 88,336
17		\$ 85,131	\$ 88,756	\$ 90,986
18		\$ 87,685	\$ 91,419	\$ 93,716
19		\$ 90,316	\$ 94,162	\$ 96,528

- b. Effective July 1, 2008, the professional salary schedule shall be increased by 5.0 percent on all salary lanes. The salary schedule for 2008-2009 is:

10-Month Salary Schedule

Effective July 1, 2008, 10-Month

	BA	MA/MEQ	MA+30	MA+60
1	\$ 46,410	\$ 51,128	\$ 52,630	\$ 53,990
2	\$ 47,125	\$ 51,986	\$ 54,200	\$ 55,562
3	\$ 48,538	\$ 53,987	\$ 56,286	\$ 57,701
4	\$ 49,995	\$ 56,066	\$ 58,454	\$ 59,922
5	\$ 51,494	\$ 58,225	\$ 60,704	\$ 62,229
6	\$ 53,478	\$ 60,466	\$ 63,041	\$ 64,625
7	\$ 55,537	\$ 62,794	\$ 65,469	\$ 67,114
8	\$ 57,674	\$ 65,212	\$ 67,990	\$ 69,697
9	\$ 59,895	\$ 67,723	\$ 70,607	\$ 72,381
10	\$ 62,201	\$ 70,330	\$ 73,325	\$ 75,167
11		\$ 73,038	\$ 76,148	\$ 78,061
12		\$ 75,850	\$ 79,079	\$ 81,066
13		\$ 78,770	\$ 82,124	\$ 84,187
14		\$ 81,802	\$ 85,285	\$ 87,428
15		\$ 84,256	\$ 87,844	\$ 90,051
16		\$ 86,785	\$ 90,480	\$ 92,753
17		\$ 89,388	\$ 93,194	\$ 95,535
18		\$ 92,069	\$ 95,990	\$ 98,402
19		\$ 94,832	\$ 98,870	\$101,354

c. Effective July 1, 2009, the professional salary schedule shall be increased by 5.3 percent on all salary lanes. The salary schedule for the first half of 2009-2010 is:

10-Month Salary Schedule

Effective July 1, 2009, 10-Month

	BA	MA/MEQ	MA+30	MA+60
1	\$ 48,870	\$ 53,838	\$ 55,419	\$ 56,851
2	\$ 49,623	\$ 54,741	\$ 57,073	\$ 58,507
3	\$ 51,111	\$ 56,848	\$ 59,269	\$ 60,759
4	\$ 52,645	\$ 59,037	\$ 61,552	\$ 63,098
5	\$ 54,223	\$ 61,311	\$ 63,921	\$ 65,527
6	\$ 56,312	\$ 63,671	\$ 66,382	\$ 68,050
7	\$ 58,480	\$ 66,122	\$ 68,939	\$ 70,671
8	\$ 60,731	\$ 68,668	\$ 71,593	\$ 73,391
9	\$ 63,069	\$ 71,312	\$ 74,349	\$ 76,217
10	\$ 65,498	\$ 74,057	\$ 77,211	\$ 79,151
11		\$ 76,909	\$ 80,184	\$ 82,198
12		\$ 79,870	\$ 83,270	\$ 85,362
13		\$ 82,945	\$ 86,477	\$ 88,649
14		\$ 86,138	\$ 89,805	\$ 92,062
15		\$ 88,722	\$ 92,500	\$ 94,824
16		\$ 91,385	\$ 95,275	\$ 97,669
17		\$ 94,126	\$ 98,133	\$100,598
18		\$ 96,949	\$ 101,077	\$103,617
19		\$ 99,858	\$ 104,110	\$106,726

2. Longevity Payment – Any unit member who has completed six or more years on Step 19 of any lane on the salary scale shall have his/her Step 19 salary increased by 2.25 percent.

3. 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.

4. 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.

B. Supplements

1. **Resource Teachers and Resource Counselors**—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. **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 \$6,350.
3. **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.
4. **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.
5. **Middle School Team Leaders**—Will have their regular scheduled salary in Grades A-D increased \$1,500.
6. **Lead Teachers**—Effective July 1, 2009, Lead Teachers who serve in teacher leadership positions identified as part of the Career Lattice program will receive a supplement of \$2,000, in addition to any supplement provided for the specific position.
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, effective July 1, 2008, 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 8 of this Section shall not have tenure in the position.
10. Unit members assigned under subsections 1, 2, 3, and 4 of this Section shall not be eligible for appointment to any of the extracurricular compensated activities.
11. Any unit member being paid a supplement for resource teacher or resource counselor responsibility who is selected for a rotating central office 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.

12. **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.
13. **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 \$700 annually effective July 1, 2007. Effective July 1, 2009, this supplement will increase to \$1,500 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. Professional Growth Stipends

1. **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.
2. **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 instead receive \$700 per year effective July 1, 2008, and \$800 per year effective July 1, 2009.
3. **Edline Super Users**—A unit member appointed as the Edline Super User in a school shall receive an annual stipend of \$750.
4. **Gradebook Advisors**—Gradebook advisors in a school shall receive an annual stipend of \$750 the first year that Edline is established in the school. After the first year, Gradebook advisors shall receive an annual stipend of \$500.
5. **Lead Teachers**— Effective July 1, 2009, Lead Teachers who teach in high needs schools will have opportunity to develop, in conjunction with the principal and the leadership team, school improvement projects which they will lead. Each such Lead Teacher will be eligible for \$1,000 to \$3,000 in supplemental school improvement funds to support these projects.
6. **Peer Assistance and Review Panel**—The parties agree that school-based bargaining unit members who serve on the Peer Assistance and Review Panel shall receive an annual stipend of one thousand dollars (\$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.

D. Credit Appeals Panel

Since the Office of Human Resources 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 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 Labor Management Collaboration Committee (LMCC). Members of the appeals board will serve for two years with new members appointed each year.

E. Kindergarten

One-session kindergarten teachers will work four hours and ten minutes each duty day at their schools and will be paid 60 percent of their appropriate salary placement.

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, nonunit 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** (\$14.00 per hour) (\$14.50 per hour effective July 1, 2009) – 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** (\$1,688-\$2,025) (\$1,750-\$2,100 effective July 1, 2009) – 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	\$1,688 (\$1,750 effective July 1, 2009) stipend
126 hours to 150 hours	\$2,025 (\$2,100 effective July 1, 2009) 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 \$73.00 (\$100 effective July 1, 2008) for each overnight stay at one of the outdoor education facilities. Effective July 1, 2008, 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** – Resource teachers, resource counselors, athletic directors, consulting teachers, and 12-month unit members are not eligible for payment of an extracurricular stipend.

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 four hours per day built into the stipend for any days prior to the first scheduled day of work for 10-month teachers. In addition, they will be paid the hourly stipend rate for all such activities in excess of four hour per day, not to exceed four additional hours a day, for any eligible days worked prior to the first day worked for regularly scheduled 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 \$14.00 per hour (\$14.50 per hour effective July 1, 2009).

J. **Post-Season Competition**

Athletic coaches shall be paid up to four hours per day 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 STIPEND	School Level	Stipend	Effective July 1, 2009
Instrumental Music Director	Middle	\$1,190	\$1232.50
Jazz Ensemble Director	Middle	\$980	\$1,015
Competitive Marching/Pep Band	High	\$2,310	\$2,392.50
Marching/Pep Band Director	High	\$1,540	\$1,595
Pep Band Director	High	\$840	\$870
Instrumental Music Director	High	\$2,380	\$2,465
Music Theater Director	High	\$910	\$942.50
Choral Director (Effective July 1, 2006)	Elementary	\$1,008	\$1,044
Choral Director	Middle	\$1,400	\$1,450
Choral Director	High	\$4,200	\$4,350
Debate Coach	High	\$3,150	\$3,262.50
Drama Director (one production)	Middle	\$1,862	\$1,928.50
Drama Director (two productions)	Middle	\$3,724	\$3,857
Drama Director	High	\$4,718	\$4,886.50
Enrichment Activities	Elementary	\$350	\$362.50
Flag/Majorette and/or Rifle Team	High		
Sponsor (Separate sponsor)		\$2,100	\$2.175
(Band Director sponsor)		\$1,190	\$1,232.50
Forensics Coach	High	\$3,150	\$3,262.50
It's Academic	High	\$1,400	\$1,450
Marching Band Pre-Season	High	\$896	\$928
Math Team Coach	Middle	\$1,330	\$1,377.50
Mathletes	High	\$1,638	\$1,696.50
Mock Trial Program	High	\$1,260	\$1,305
Newspaper Advisor	Middle	\$1,400	\$1,450
Newspaper Advisor	High	\$3,150	\$3,262.50
Safety Patrol	Elementary	\$2,674	\$2,769.50
Senior Class Advisor	High	\$3,500	\$3,625
Junior Class Advisor	High	\$2,450	\$2,537.50
SGA	Middle	\$2,940	\$3,045
SGA	High	\$3,780	\$3,915
Stage Director	Middle	\$700	\$725
Stage Director	High	\$4,662	\$4,828.50
Yearbook Advisor	High	\$3,150	\$3,262.50

ATHLETIC STIPENDS	School <u>Level</u>	<u>Stipend</u>	Effective July 1, 2009
Assistant Athletic Director	High	\$4,242	\$4,393.50
Assistant Game Manager	High	\$2,100	\$2,175
Athletic Coordinator	Middle	\$2,590	\$2,682.50
Baseball Jr. Varsity	High	\$3,150	\$3,262.50
Baseball Varsity	High	\$4,298	\$4,451.50
Basketball Ticket Manager	High	\$1,092	\$1,131
Basketball Scorer/Timer (Boys)	High	\$588	\$609
Basketball Scorer/Timer (Girls)	High	\$588	\$609
Basketball Scorer	Middle	\$224	\$232
Basketball Timer	Middle	\$224	\$232
Basketball (Boys)	Middle	\$1,274	\$1,319.50
Basketball (Boys) Jr. Varsity	High	\$3,934	\$4,074.50
Basketball (Boys) Varsity	High	\$4,648	\$4,813
Basketball (Girls)	Middle	\$1,274	\$1,319.50
Basketball (Girls) Jr. Varsity	High	\$3,934	\$4,074.50
Basketball (Girls) Varsity	High	\$4,648	\$4,814
Cheerleader – Varsity (with JV Squad)	High		
- Fall		\$2,450	\$2,537.50
- Winter		\$1,967	\$2,037.25
- Spring		\$1,288	\$1,334
Cheerleader – Jr. Varsity	High		
- Fall		\$1,827	\$1,892.25
- Winter		\$1,344	\$1,392
Cheerleader (with two varsity squads)	High		
- Fall (each)		\$2,212	\$2,291
- Winter (each)		\$1,579	\$1,638.50
- Spring (one only)		\$1,288	\$1,334
Cross Country (Coed)	High	\$3,500	\$3,625
Cross Country (Coed) Assistant	High	\$3,290	\$3,407.50
Developmental Golf (Girls)	High	\$700	\$725
Diving Coach – Countywide (2)	High	\$2,884	\$2,987
Field Hockey Jr. Varsity	High	\$2,828	\$2,929
Field Hockey Varsity (Girls)	High	\$3,528	\$3,654
First Aid Trainer	High		
- Fall		\$1,792	\$1,856
- Winter		\$1,400	\$1,450
- Spring		\$1,400	\$1,450
Football Ticket Manager	High	\$938	\$971.50
Football - Four assistants	High	\$4,942	\$5,118.50
Football - One head coach	High	\$5,712	\$5,916
Gen. Athletic Event Ticket Manager	High	\$1,400	\$1,450
Golf (Coed)	High	\$1,960	\$2,030
Gymnastics Club (Girls)	High	\$1,834	\$1,899.50

Indoor Track (Coed)	High	\$3,388	\$3,509
Indoor Track (Coed) Assistant	High	\$3,150	\$3,262.50
Intramural Coordinator	Middle	\$840	\$870
Intramural Director	Middle	\$868	\$899
Intramural Director (Coed)	High	\$1,050	\$1,087.50
Lacrosse Varsity (Boys)	High	\$3,178	\$3,291.50
Lacrosse Varsity (Girls)	High	\$3,178	\$3,291.50
Night Game Manager	High	\$1,358	\$1,406.50
Pole Vault Coach – Countywide (2)	High	\$2,380	\$2,465
Pompon	High	\$3,430	\$3,552.50
Soccer (Boys)	Middle	\$1,260	\$1,305
Soccer (Boys) Jr. Varsity	High	\$3,080	\$3,190
Soccer (Boys) Varsity	High	\$3,626	\$3,755.50
Soccer (Girls)	Middle	\$1,260	\$1,305
Soccer (Girls) Jr. Varsity	High	\$3,080	\$3,190
Soccer (Girls) Varsity	High	\$3,626	\$3,755.50
Softball (Boys)	Middle	\$1,204	\$1,247
Softball (Girls)	Middle	\$1,204	\$1,247
Softball (Girls) Jr. Varsity	High	\$3,080	\$3,190
Softball (Girls) Varsity	High	\$4,298	\$4,451.50
Swimming & Diving	High	\$3,010	\$3,117.50
Tennis (Boys)	High	\$3,164	\$3,277
Tennis (Girls)	High	\$3,234	\$3,349.50
Track Assistant (Coed) (two per school)	High	\$3,570	\$3,697.50
Track Head Coach (Coed)	High	\$3,864	\$4,002
Volleyball (Boys) Varsity	High	\$3,430	\$3,552.50
Volleyball (Coed) Varsity	High	\$3,430	\$3,552.50
Volleyball (Girls) Jr. Varsity	High	\$2,786	\$2,885.50
Volleyball (Girls) Varsity	High	\$3,416	\$3,538
Weight Training Director (Coed)	High	\$1,260	\$1,305
Wrestling Jr. Varsity	High	\$3,374	\$3,495
Wrestling Varsity	High	\$4,956	\$5,133

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.
10. Effective July 1, 2008, media specialists shall be employed for two days during the summer when the school is preparing for technology modernization, in addition to the work year identified in Article 16, Section H.

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 and Saturday School Credit Program

1. Unit members selected for evening high school 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 *Call to Action* and 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 will not be required to drive pupils to activities which take place away from the school building. Unit members may do so voluntarily, however, with the advance approval of their principal or immediate supervisor, and will be compensated at the current Internal Revenue Service (IRS) rate per mile for all driving done in their own automobiles. The mileage rate will be adjusted to reflect any changes in mileage allowance regulations issued by the IRS. Such adjustment or adjustments will be made effective on the first of the month following the official change in IRS regulations.
2. Unit members who are assigned to more than one assignment in any one school day will receive the IRS rate per mile for all assigned interschool driving.
3. The Board agrees to compensate the home economics teachers for all mileage required of them to obtain needed supplies at the IRS rate per mile.
4. Unit members who, in order to fulfill their job responsibilities as determined by the administration in advance, are required to use their own vehicles to complete those assigned job responsibilities, will receive the IRS rate per mile for all approved travel. Only travel that is in excess of the distance from the unit member's home to and from the base school will be subject to reimbursement. 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

ARTICLE 22 INSURANCE

- A. The current health insurance plans contained in the booklets, "Your Benefit Plan" 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 distributed to all unit members 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. The two plans shall be:
 - a. PLAN A – The Board shall maintain the Point Of Service (POS) health plans, which are open to all unit members. The Board shall pay 90 percent of the annual premium for each unit member enrolled in the plan and the unit member shall pay 10 percent of the annual premium for the plan.
 - b. PLAN B – The closed Point-of-Service (POS) Plan benefit levels shall remain the same, except as specified. This plan shall remain closed to employees hired after January 1, 1994.

The Board agrees to continue the following plan of shared premium cost for this plan:

<u>Years in MCPS</u>	<u>Board</u>	<u>Unit Member</u>
1-3	60%	40%
4-6	70%	30%
7-12	80%	20%
Over 12 Years	85%	15%

2. HMOs – Health Maintenance Organizations

For unit members who enroll in the Board of Education's health maintenance organizations (HMOs) (or other future carriers awarded contracts through the MCPS bidding process), the Board agrees to pay a sum which is 95 percent of the annual premium. The unit member shall pay 5 percent of such annual premiums.

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 90 percent / 10 percent for each plan.

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 existing vision care insurance plan shall remain in effect.

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 30 day supply	Domestic Mail Order 3-month supply
Generic Drugs	\$5	\$0
Brand Name, Formulary List Drugs	\$10	\$10
Brand Name, Non-Formulary, no generic equivalent	\$25	\$25
Brand Name, Non-Formulary, generic is available	\$25 plus the difference	\$25 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. 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. 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.
- h. 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.
- i. Participants in the Kaiser HMO shall have their prescription coverage provided by Kaiser in conjunction with their medical plan. The co-pays shall be \$5 for all prescriptions at Kaiser pharmacies (including mail-order) and \$10 at other participating pharmacies (including Giant, Safeway, and CVS).

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. **Domestic Partner Coverage**

Health plan coverage shall be available to same-sex domestic partners of unit members.

G. General Liability Coverage

The Board agrees to continue to carry a comprehensive general liability policy in which employees are named insureds while acting within the scope of their duties with limits of liability at not less than \$1,550,000.

H. 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).

I. 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.

J. 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.

The Board shall provide an annual matching payment of up to the first one hundred dollars (\$100) set aside by an employee in his or her medical reimbursement flexible spending account.

- K. 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 Teachers Association and the National Education Association, and (3) premiums for the MCEA insurance plans. This authorization for MCEA, MSTTA, 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 at the regular intervals scheduled for 12-month employees.
- 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 Teachers Association ("MSTA") 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, ethnicity, age, and experience.

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, cluster Job Fairs will be held in the spring 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. All job fairs will be completed by April 15 and at least five weeks prior to the close of the initial voluntary transfer season. Each school will participate in one Job Fair and will be grouped by clusters. All schools will participate in the Job Fairs with adequate staff to conduct interviews. Schools will submit a list of preferred subject or grade level areas and known vacancies to the Office of Human Resources. Schools without known vacancies may accept interview requests from all levels and subjects. The list will be compiled and available in print and electronic form the week prior to the Job Fairs. Unit members will make appointments during the week before the Fairs by contacting the principal's office. 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 are encouraged to forward a cover letter and a resume to the principals of 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 will distribute to unit members an annual brochure describing transfer procedures, including timelines and telephone numbers to contact for information before the end of January each year.
- C. The voluntary transfer process will close temporarily at the end of the business day on a Friday that is at least five 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 the MCPS website vacancy list. The posting of vacancies will be monitored by the Office of School Performance and the Office of Human Resources for accuracy. Guidelines for posting vacancies will be communicated to administrators in the spring of each year prior to the initiation of the staffing season.

E. Twelve-Month Job Postings

Vacancies for any 12-month positions in the bargaining unit will be posted electronically and through in-house communications with a closing date. 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.

F. Electronic Resume Bank

An electronic mail folder for those interested in transferring will be provided so that principals and supervisors can review unit members' resumes. All resumes of part-time teachers seeking full-time positions, and full-time teachers seeking part-time positions, will continue to be referred by the Office of Human Resources to principals with appropriate vacancies

G. Monitoring Transfers

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

A joint committee will review the transfer process, including the accuracy of the vacancy listings, and make recommendations for changes as necessary no later than the end of each November.

H. Transfers will not usually be approved for:

1. Personnel who are to be evaluated for tenure;
2. Personnel who are requesting transfer out of their field of preparation and certification or to a position for which the teacher would not be highly qualified as defined by NCLB requirements;
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 interview 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 shall notify the unit member in writing and those concerned with the transfer when it is effected.

L. No voluntary transfers will be effected 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 Performance and the Office of Human Resources.

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). The Office of Human Resources 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 MCEA will develop a joint communication about “Best Practices” to use during the transfer process. The communication will be posted in appropriate places online, distributed to Job Fair participants, and perhaps incorporated into the Job Fair Brochure. 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 service in MCPS, area of competence and experience, and major or minor field of study, and highly qualified status as defined by NCLB requirements 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, ethnicity, age, and years of experience. In the event that other significant factors are equal, a unit member's length of service in MCPS will prevail except for the system wide 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 fulltime position. An employee preferring a new fulltime 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 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 the Office of School Performance in consultation with MCEA. Appropriate notices of any continuing closed fields will be posted on the Web by the Office of Human Resources. 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 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 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 the MCPS Bulletin 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 the MCPS Bulletin 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 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 the MCPS Bulletin 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, the MCPS Bulletin 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 within the time limit expressed in the MCPS Bulletin in which the vacancy was published. The receipt of all applications will be acknowledged promptly by the Office of Human Resources.
 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 of their summer addresses.
- C. In the notice of vacancies in the MCPS Bulletin, 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 the MCPS Bulletin or the Management Memo.
- F. In filling vacancies, consideration will be given to the presently employed unit members. Their length of service in the Montgomery County school system, 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.

**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, except that Insurance Benefits (Article 22, Sections A through F) shall be provided for unit members who are employed .5 FTE or more in permanent positions on the same basis as full-time employees, and shall not be provided to unit members who are employed less than .5 FTE.
- 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.

**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 instruction, 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 service in MCPS 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, seniority 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 creditable service will receive, in addition, one month's salary for each year of creditable MCPS service up to a limit of six month's salary.
 - b. Terminated unit members with tenure and 12 or more years of creditable service will receive, in addition, one month's salary for each year of creditable 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 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 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, 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—those days on which the unit member is required to report for duty as determined by the school calendar adopted annually by the Board of Education of Montgomery County.

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 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.

The terms creditable service, years of service, years of successful experience, length of service, and consecutive years of successful experience, as they appear in this article, mean continuous employment in the Montgomery County Public Schools.

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.
- 4. 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.
 - 5. 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 service with the Montgomery County Public Schools, any unit member shall receive termination pay at his/her current salary rate for one-fourth 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 30 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.

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 Family and Medical Leave Act, 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 completed two consecutive years of successful experience with the Montgomery County Public Schools on a Regular Contract and 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 creditable service—15 days
 - 4-15 years of creditable service—20 days
 - 16+ years of creditable 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, 10 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 20 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.
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 served the Montgomery County Public Schools at least seven full consecutive years 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 completed two consecutive years of successful experience with the Board of Education on a Regular Contract and 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 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 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 Satisfactory Service**

(1) **Eligibility**—Unit members shall be eligible for a leave of absence for professional improvement after three years of satisfactory service with MCPS 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 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 completed two consecutive years of successful experience with the Board of Education, and 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 Satisfactory Service

- (1) **Eligibility**–Unit members shall be eligible for a leave of absence for professional improvement after one year of satisfactory service in the MCPS.
- (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 completed two consecutive years of successful experience with the Board of Education on a Regular Contract, and 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.

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 nor earned.
- c. **Change of Status During Period of Leave**—If the unit member on leave for teaching in a teacher training college or university cannot complete the program for which leave was granted, it is 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.

2. **Child Care/Adoption Leave**

- a. 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 Family Medical Leave Act (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.
- 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. A unit member who has earned sick leave may use up to 10 weeks for the birth or adoption of his/her child. Unit members may elect not to use their earned sick leave.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 terminated. 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.
- h. 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. 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.
- 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.

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, may be granted paid leave for that period of time he/she is unable to report to work. 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. All 12-month unit members are expected to report for duty when schools are closed, or take annual leave, unless the superintendent has announced that the central office is closed. 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.

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. 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 (non-teaching) 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.
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 in writing to return to teaching in the school system for a minimum of two years immediately following the end of the leave.

**ARTICLE 31
DURATION**

This Agreement shall be for the period beginning July 1, 2007, and ending June 30, 2010

For the Board:

For the Association:

/s/

/s/

Larry A. Bowers
Chief Operating Officer

Thomas Israel
Executive Director

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 13th day of February, 2007.

**MONTGOMERY COUNTY
BOARD OF EDUCATION**

**MONTGOMERY COUNTY
EDUCATION ASSOCIATION**

/s/

/s/

Nancy Navarro
President

Bonnie Cullison
President

**MONTGOMERY COUNTY
PUBLIC SCHOOLS**

/s/

Jerry D. Weast
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 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. **Staff Development Substitute Position**—A staff development substitute teacher (SDST) unit member is a substitute teacher assigned to a school specifically to provide time to teachers for job-embedded professional development activities, including the development and implementation of Professional Development Plans.

5. **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.

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 staff development substitute unit member assigned to work on that particular day or 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**

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, 2007	Effective July 1, 2008	Effective July 1, 2009
Certificated			
Short-Term	\$117.17	\$125.37	\$134.52
Staff Development	\$137.34	\$146.96	\$157.68
Long-Term	\$157.51	\$168.54	\$180.84
Long-Term >45 days in single assignment	\$173.26	\$185.39	\$198.92
Non-Certificated			
Short-Term	\$114.54	\$119.81	\$125.68
Staff Development	\$134.26	\$140.43	\$147.31
Long-Term	\$153.97	\$161.05	\$168.94
Long-Term >45 days in single assignment	\$169.37	\$177.16	\$185.84

- 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 difference between the short-term rate and the long-term rate for the first 10 duty days of the assignment retroactively. 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; however, if the substitute teacher works 10 additional consecutive work days in this assignment, the substitute will be paid the differential between the long-term and short-term rates retroactively for that 10 consecutive workday period.
- 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 the option of direct deposit of their paychecks. Substitute paychecks shall include the dates, school names, and hours worked for that pay period, if the Labor Management Collaboration Committee determines that the new MCPS payroll system can accommodate such information.
- 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 \$400 at the conclusion of the semester.

ARTICLE 8 INSURANCE

A joint work group involving substitute teachers and MCPS representatives will be appointed to study the possibility of making health and prescription insurance benefits contained in Article 22, Sections A, B, and C.3, of the Basic Agreement available to those substitutes who have substituted at least 90 days the previous year, at no cost to MCPS. The joint work group will report its recommendations in a timely manner for possible implementation of coverage.

**ARTICLE 9
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 shall be allowed 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. A long-term substitute shall be allowed 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. 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 appropriate official.

**ARTICLE 10
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

The above-referenced articles and sections shall apply herein.

**ARTICLE 11
DURATION**

This addendum shall be for a period beginning July 1, 2007, and ending June 30, 2010.

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 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 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* 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 the Department of Alternative Programs.
- 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. The CJC will study the possibility of a tiered salary schedule, payment for end-of-marking period bookkeeping, payment for travel time, payment for additional trainings, methods for assigning students, and methods of reaching COMAR standards, and make timely recommendations.
- E. 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.
- F. Decisions made during a CJC meeting will be communicated in writing to all HHTs in a timely fashion.
- G. 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.

ARTICLE 5 WORKING CONDITIONS

- A. 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 necessity 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. Classroom teachers and HHTs should establish mutually agreeable times and methods to discuss the student's program.

**ARTICLE 6
COMPENSATION**

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

	Effective July 1, 2007	Effective July 1, 2008	Effective July 1, 2009
Certificated	\$27.07	\$28.96	\$31.07
Not Certificated	\$26.47	\$27.69	\$29.05

- 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 the option of 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.

**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

The above-referenced articles and sections shall apply herein.

**ARTICLE 9
DURATION**

This addendum shall be for a period beginning July 1, 2007, and ending June 30, 2010.

**APPENDIX A
Unit Composition**

<u>Position</u>	<u>Title</u>	<u>Grade</u>
1019	AEI/Mathematics Content Specialist	A – D (10-Month)
1045	Counselor, Other	
1049	Counselor, Elementary	
1055	Counselor, Resource	
1051	Counselor, Secondary	
1023	Literacy Coach	
1006	MCEA Special Assignment 10-mo.	
1052	Media Specialist	
1026	Middle School AEI/Literacy Coach	
1028	Middle School Content Specialist	
1044	Occupational Therapist	
1660	Parent Educator 10-mo.	
1043	Physical Therapist	
1024	Special Education Elementary Program Specialist	
1064	Special Education Secondary Program Specialist	
1057	Specialist, Auditory Development	
1162	Specialist, Parent Involvement 10-mo.	
1163	Specialist, Volunteer	
1035	Speech Pathologist	
1020	Teacher, Alternative Programs	
1038	Teacher, Art	
1018	Teacher, Athletic Director	
1048	Teacher, Auditory	
1013	Teacher, Beginnings	
1022	Teacher, Career Preparation	
1004	Teacher, Central Office	
1008	Teacher, Consulting	
1041	Teacher, Diagnostic Prescriptive	
1056	Teacher, Disadvantaged	
1007	Teacher, Early Contract	
1001	Teacher, Elementary	
1032	Teacher, ESOL	
1011	Teacher, ESOL Support	
1039	Teacher, General Music	
1101	Teacher, Head Start	
1003	Teacher, High	
1014	Teacher, Infants Toddlers	
1015	Teacher, Instructional Support	
1040	Teacher, Instrumental Music	
1036	Teacher, Kindergarten	
1002	Teacher, Middle	
1029	Teacher, Orthopedic	
1016	Teacher, PEP	

<u>Position Code</u>	<u>Title</u>	<u>Grade</u>
1037	Teacher, Physical Education	A – D
1017	Teacher, Prekindergarten	
1033	Teacher, Reading	
1012	Teacher, Reading Initiative	
1010	Teacher, Reading Recovery	
1054	Teacher, Resource	
1046	Teacher, Special Education Resource Room	
1047	Teacher, Special Education Transition	
1034	Teacher, Special Education	
1009	Teacher, Staff Development	
1029	Teacher, Vision	
1021	Teacher, Vocational Support	
1027	Team Leader – Middle School	

<u>Code</u>	<u>Title</u>	<u>Grade</u>
0824	Court Liaison Specialist	12-Month
0800	Employee Assistance Specialist	
0812	Evaluation Specialist	
0808	Instructional Assessment Specialist	
0833	Instructional Specialist	
0803	International Student Admissions Specialist	
0805	NSF Science Project Specialist	
0935	Parent Educator 12 mo.	
0933	Psychologist	
0931	Pupil Personnel Worker	
0834	Services Coordinator	
0932	Social Worker	
0861	Specialist, Education Services	
0845	Specialist, Emotional Disabilities	
0868	Specialist, Field Office Instructional	
0815	Specialist, Parent Involvement 12 mo.	
0860	Specialist, Program Services	
0875	Specialist, Substance Abuse Prevention	
0821	SRI Liaison Specialist	
0934	Staff Psychologist	
0905	Systems Analyst	
0930	Teacher, Exception 12 mo.	

<u>Position Code</u>	<u>Title</u>	<u>Grade</u>
1978	Critical Need Substitute (Retiree)	Substitute
1996	Long Term Substitute (Vacancy)	
1998	Long Term Substitute	
1999	Short Term Substitute Teacher	
T1079	Staff Development Substitute	

INDEX

[TO BE UPDATED]

Bargaining Teams

MCEA

Lisa Adkins

Bonnie Cullison
Gloria Condelli
Geraldine Duval
Fo Economides
Abby Hendrix
June Jetabut
Lesley Johnson
Barbara Leckie
Chris Lloyd
Andrew Macluskie
Deborah Menke
Jet Merritt
Janice Miller
Phillipa Morales
Joan Mory

Doug Prouty
Kate Ross-Keller
Diona Street-Coe

Staff

Tom Israel
Jen Nguherimo

Board of Education

Carl Baskerville
Steve Bedford
Larry Bowers
Elaine Chang-Baxter
Susanne DeGraba
Carole Goodman
Donna Hollingshead
Donald Kopp
Donald Kress
Susan Marks
Becky Newman
Roni Silverstein
Alton Sumner
Carey Wright