

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.

1

ARTICLE RECOGNITION

ARTICLE 1

RECOGNITION

- Ⓐ 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.
- Ⓑ 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.
- Ⓒ 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.
- Ⓓ
 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.

2

ARTICLE SCHOOL BOARD AUTHORITY

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 for 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.

- ① The Association will be provided with an hour during the orientation program for newly employed teachers to use for Agreement orientation.
- ② 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.
- Ⓚ 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.
- Ⓛ 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**

- Ⓐ **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.

Ⓑ 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.
- Ⓒ **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**Ⓐ 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.

Ⓑ 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.

Ⓒ 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.

Ⓕ 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.

Ⓖ 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.

Ⓗ 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

Ⓐ 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

Ⓑ 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.

© **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 con-

tinuous 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.

- ⓑ 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.
- ⓒ 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.
- ⓓ 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.

- ⓔ 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.
- ⓕ 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.
- ⓖ 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.
- ⓗ 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.

ⓘ 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 & 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 ac-