

SUBSTITUTE TEACHERS' 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

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

- 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.
- 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

- 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.

- Ⓑ 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

- Ⓐ 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.
- Ⓑ 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.
- Ⓒ 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.
- Ⓓ 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

- Ⓐ 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

- Ⓑ 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.
- Ⓒ 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.

- Ⓓ 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.
- Ⓔ 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.
- Ⓕ 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.
- Ⓖ Substitute teachers shall be eligible for participation in the Outdoor Education program if selected by the principal.
- Ⓗ 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.
- Ⓘ 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 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.
- Ⓑ 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.