

HOME & HOSPITAL 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 (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 book-keeping, 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.

- Ⓑ 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.
- Ⓒ HHTs may be reimbursed for additional training.

ARTICLE 5

WORKING CONDITIONS

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

- Ⓐ 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

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

- Ⓓ Home and hospital teachers will be compensated for one additional hour when an assignment carries over the end of a semester.
- Ⓔ 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.
- Ⓕ HHTs will be compensated for one hour when notified of cancellation of a teaching appointment after 5:00 p.m. the previous school day.
- Ⓖ Home and hospital teachers will have the option of direct deposit of their paycheck.
- Ⓗ 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.