

ADVANCE COPY

MCEA/ BOE CONTRACT

for the

School Years 1999 - 2001

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## **DEDICATION**

## **PREAMBLE**

The parties to this Agreement believe that a quality education is a fundamental right of every child. All children can learn, and we do not accept the excuse that students have a right to fail. All of us 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 teachers, administrators, and all other school employees and the efforts they make every day to meet the needs and further the interest of students.

This negotiated Agreement was created using an interest-based bargaining process, a new process for 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. This negotiated 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. For the union, taking responsibility for the improvement of the quality of teaching and learning represents an expanded role, and for the administration, forging a partnership with the union over ways the system and schools can improve is also new. In effect, this Agreement becomes a compact, defining how we will work together in new ways 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.

With this compact, we re-dedicate ourselves to a shared commitment to the goals of MCPS:

**1. Ensure Success for Every Student**

Provide the services and environment each student needs for intellectual challenge and social and emotional development. Each student will be able to communicate effectively, obtain and use information, solve problems, and engage in active, life-long learning.

**2. Provide an Effective Instructional Program**

Teach all students a curriculum that describes what they should know and be able to do, includes the many perspectives of a pluralistic society, and establishes learning standards. Instruction must include a variety of teaching strategies and technologies, actively involve students, and result in their mastery of learning objectives.

**3. Strengthen Productive Partnerships for Education**

Secure commitment of the entire community to maintain quality education in Montgomery County by building partnerships of families, community, business, and staff that promote and support initiatives to help all children succeed.

#### **4. Create a Positive Work Environment in a Self-Renewing Organization**

Develop a climate in which staff effectiveness and creativity are encouraged, respected, valued, and supported to promote productivity and ownership for students success. Provide efficient and effective support and staff development for the instructional program.

With this compact, we also dedicate ourselves to the philosophy of “continuous quality improvement.” We believe that all people want to be involved in making the decisions that affect them and want very much to take pride in the work that they do. “Continuous quality improvement,” in an educational setting, vests employees closest to the work done with students with the responsibility to decide how that work is to be done. We mutually agree that, in MCPS, Continuous Quality Improvement will be defined and guided by the following seven core concepts.

### **Continuous Improvement Core Concepts**

#### **1. Our purpose is to achieve continuous improvement in the quality of teaching and learning for all students.**

Achieving high quality learning represents the underlying basis for all the work we do in MCPS.

The work of MCPS is to promote learning, to create knowledge, and to ensure demonstrated student achievement. Our product is knowledge. This product is created by the basic work process done by students, interacting with and guided by educators in the school, supported by a circle of adults--MCPS staff, parents and community-- inside and outside the classroom.

#### **2. An inclusive, fair, and meaningful process of stakeholder involvement is essential to the design and implementation of a continuous improvement partnership.**

The three primary employee stakeholder groups of MCPS are:

- teachers and other non-supervisory certificated employees (MCEA)
- supervisors and administrators (MCAASP)
- non-certificated educational support employees (MCCSSE)

The three primary non-employee stakeholder groups are

- students
- parents
- community

Non-employee stakeholder groups have an important role in decision-making regarding their schools. However, the primary employee stakeholders will be uniquely involved in

decisions affecting work, working conditions, and the quality management of daily school operations.

The continuous improvement philosophy invites strong involvement of employee stakeholders. The voice of those working daily with students in classrooms and schools have a vital and major impact on the quality of decisions and the continuous improvement of MCPS. The continuous improvement philosophy takes the traditional pyramid of leadership and decision-making and turns it upside down. In schools, administrators and support staff work to meet the needs of other educators in direct contact with students, such as teachers and teacher aides. Central office positions and departments exist to serve the interests and meet the needs of those in schools.

Important decisions about quality teaching and learning should always involve collaboration between MCEA and MCPS. As the participation of MCEA and other stakeholders is sought, and their perspectives are valued, MCPS and MCEA will be able to achieve shared ownership of decisions that affect student achievement. It is this collaboration, at all stages of decision-making, that constitutes a partnership between labor and management in the school system.

### **3. A critical spirit and inquiry ethic, constancy of purpose, and learning are precursors to improvement.**

The focus on improvement -- the pursuit of quality -- should be a norm in the culture of the school system, reflected in both time and attention on the part of teachers and other employees.

Improvement must be grounded in the bedrock of trust, where self-examination and growth are safe, valued and celebrated. Continuous improvement is hard on the problems, not on people. It focuses on encouraging and empowering people to solve problems. A critical spirit and inquiry ethic allows honest discussion about problems and lively engagement in problem-solving, befitting an institution devoted to learning.

Constancy of purpose is achieved when there is both an MCPS mandate for continuous improvement, and a widespread ownership of and alignment with policy goals, strategies, outcomes, and cultural norms throughout our workforce.

In order to engage in analysis and problem-solving for improvement, there should be a large and evolving core knowledge base that becomes the subject of discussion. This knowledge base includes both theory and data about our students, the ways we teach, the ways students learn, and successful and unsuccessful strategies. This means we will examine everything that may improve student learning including, but not limited to: student grouping; class size; school organization; behavior management; knowledge and skills of teachers, instructional assistants and principals;

leadership practices; school climate; family involvement; curriculum and instructional materials; school policies and practices.

**4. Decisions about teaching and learning should be made by 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 position to craft appropriate and effective strategies to improve student learning. School-based decision-making brings these people together who then share responsibility for needed changes and accountability for results.

Within each school, the critical process of learning takes place in the classroom; this process is led by teachers and supported by principals and other MCPS staff. Continuous improvement should ensure maximum support for our classroom educators by vesting them with the appropriate authority and responsibility -- to make decisions which will improve teaching and learning.

This emphasis on authority, responsibility and support for the classroom can best be accomplished by shared decision-making in schools. All stakeholders in the education process should have a voice in decision-making about priorities for allocating resources and improving student learning.

Collaborative processes such as shared decision-making invest the staff with ownership and responsibility for improving student learning. Shared decision-making leads to shared ownership and responsibility and improves teaching and learning. Collaboration will be our touchstone.

Collaboration involves the creation of mutually beneficial and respectful relationships in which the parties work together to do what is best for students. Collaborative processes should be utilized in planning, organizing, goal setting, monitoring for quality, and problem-solving at all levels of the school system.

**5. Training and human resource development are key to managing change in a continuous improvement system.**

The best strategy for improving teaching and learning is building the capacity of schools to function as learning communities. Ultimately, the quality of teaching depends not only on the qualifications of individuals who enter teaching, but also on the way schools structure both the work of teaching and opportunities for teachers to learn and grow. Students cannot achieve the high standards of learning we set for them if teachers are not, themselves, continuously learning through a sustained and coordinated program of rigorous staff development. Student learning and teacher learning go hand-in-hand.



Effective and continuous professional development expands the knowledge base and repertoire of practices and skills necessary for educators to engage in informed and optimal decision-making, self-assessment, and collegial collaboration, so that all students receive the highest quality of education. Enhanced professional development increases staff effectiveness, confidence, morale, commitment, and ability to improve the quality of teaching and learning.

It is the responsibility of MCPS to provide a comprehensive and continuous staff development program that reaches every educator, and it is the responsibility of educators to take advantage of staff development opportunities to continuously improve their skills and knowledge.

All system-wide, cluster, school, and individual needs should be taken into account and interwoven into coordinated staff development that focuses on both capacity building and improvement of teaching and learning.

The parties to this agreement endorse the standards developed by the National Staff Development Council and found in Appendix B.

#### **6. Leadership can be exercised by any employee, regardless of position.**

The organization gains when it unleashes the initiative, creativity, and potential of its employees at all levels. The objective of leadership in a continuous improvement model is not to narrow the number of people responsible for results, but to broaden it.

In a continuous improvement model leadership is not embedded in positions. There is a difference between authority, associated with a position, and leadership. Leadership should exist independent of position and may be exercised by anyone, at any time.

In order for everyone to hold the possibility of contributing to better leadership, the conditions necessary for exercising leadership should be open. Information should be shared. The decision-making process should, in all instances, be made explicit, and the criteria and parameters for decisions must be made known. The results and reasons for decisions should also be shared knowledge.

#### **7. Accountability for results will be a shared responsibility.**

At the core of a continuous improvement model is shared responsibility and accountability for results and for the continuous improvement of student learning. Joint responsibility for student success means that educators share in celebrating what works and in identifying together areas that are not working and need improvement.

There are three levels of accountability.

**At the district level,** the Board of Education and executive staff are responsible for initiating and sustaining a culture change necessary to support the continuous improvement model. They must themselves 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 administration of the school system function to support the needs of students and teachers in classrooms and principals in 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 assessing the processes that allow for continuous improvement.

**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.

**At the classroom level,** teachers are accountable for the instruction they design and the classroom environment they create within which every student can succeed. Teachers implement the curriculum, aligned with established measures of performance and national, state, and local standards. The parties to this agreement recognize that the Board of Education, administrative and supervisory staff, and teaching staff are ultimately held accountable by the public for measurable performance data that is made available as indicators of student achievement.

The improvement of teaching and learning requires analysis of the teaching and learning process and must be data driven. Staff, in particular teachers, administrators and school-based personnel, must be trained to use data for planning and improvement. Data must be accessible to all teachers. A variety of data should be used, including but not limited to CRTs and other instruments used in the MCPS assessment program, MSPAP tests, attendance rates, suspension and dropout rates, disciplinary referral rates, student grades, and school employee and student satisfaction measures. As part of the continuous improvement process, all relevant data should be collected and analyzed critically and used to make informed decisions about organizing the school for quality teaching and learning, including curriculum, scheduling, grouping practices, class organization, and sizes.

The individual teacher receives training in how to obtain and interpret all forms of student data and has the responsibility to use this data to examine his or her classroom strategies and systems. School administrators and decision-makers have responsibility for creating time and opportunities that allow for collaborative problem solving and using data so that an environment conducive to analysis and improvement is created. MCPS administration and the Board of Education have a responsibility to work collaboratively with MCEA, and vice versa, to ensure that assessment measures are used as tools for the improvement of teaching and learning, not simply as ends in themselves.

## **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. 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.

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 (5) 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 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 thirty (30) days. Nonpayment will result in abrogation of this Section of Article 3.

2. There will be one (1) bulletin board of appropriate size reserved for the Association in each school building for displaying notices, circulars, and other material. Copies

of all materials to be posted will be given to the building principal, but no approval will be required prior to this posting. Use of the bulletin board to display material detrimental to the goals and activities of MCPS is expressly prohibited.

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

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

5. The liaison committee shall have the right to use school equipment and supplies to reproduce the agenda and the minutes of liaison committee meetings, such reproduction to be limited to the number of unit members in the school plus the principal.

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 one hundred (100) copies of the annual directory without cost to the Association, and fifty (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 Annotated Code of the Public General Laws of Maryland, Education", 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 Annotated Code, Education 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 thirty (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 (5) 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 Annotated Code, Education. 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 Annotated Code, Education.

## **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 fifteen (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 fifteen (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 (5) 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 ten (10) duty days after the grievance was presented. Within five (5) 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 superintendent if the Association determines that the grievance is meritorious. If the grievance is not referred to the appropriate associate 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 (7) duty days after receiving the written grievance from the Association, the associate superintendent will meet with the aggrieved person for the purpose of resolving the grievance. The associate superintendent shall render a decision in writing within five (5) 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 (5) duty days after a decision by the aforesaid administrator or ten (10) duty days after the grievance was referred to the aforesaid administrator. Within five (5) 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 seven (7) duty days after receiving the written grievance from the Association, the superintendent will meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall render a decision in writing within five (5) duty days of the meeting held with the aggrieved person.

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 (5) 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. Within ten (10) duty days after such a written notice of submission to arbitration, 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.

c. 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 ten (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.

d. 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. 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.

4. The Association may submit any intended class action grievance to the superintendent or designee and the superintendent shall rule within five (5) 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 ten (10) duty days from the initial submission of the grievance respond or the Association shall be free to seek arbitration of the grievance.

**G. 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  
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 D 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.

5. **Superintendent** - The superintendent of the Montgomery County Public Schools or his/her designee.

6. **Negotiations Law** - Section 6-408 of The Annotated Code of the Public General Laws of Maryland, Education.

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 (8) 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 6 Section A(9)(b)Definition 9(B), including any supplements received by the unit member under Article 18 Sections 1, 2, and 3 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 18, Section 1, 2, and 3 of the Agreement, divided by 191.

#### 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 (6) 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 of 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 30 days written notice to the Department of Personnel Services on or before July 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 30-day notice requirement in late May. In addition, notification will be included in a salary check in June for unit members.

3. The Division of 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 Division of Staffing will confer with the principal and appropriate Director in the Office of School Administration (OSA) regarding the matter.

**ARTICLE 7**  
**LOCAL SCHOOL GOVERNANCE**

**A. Quality Management Councils**

1. The Board and MCEA are committed to developing a collaborative working relationship for continuous improvement at all levels of the school system. Such collaboration involves the creation of mutually beneficial and respectful relationships among all educators and with parents and students, as appropriate, as we share decision-making to do what is best for students. The parties agree that decision-making is best closest to the students being served. For those reasons, the Board of Education and MCEA create Quality Management Councils (QMCs) as vehicles for shared decision-making in MCPS schools.

2. Our intention is to apply the principles underlying these councils to other MCPS work sites comprised of MCEA unit members. In this regard, current countywide joint liaison committees (for special education, psychological services, and ESOL) may choose to change their names to Quality Management Councils and may choose relevant sections of this article to guide their operation.

**3. Composition of the Council**

a. The QMC is the decision-making body in schools replacing the liaison committee, Local School Success for Every Student (SES) team, and existing decision-making bodies such as instructional councils and leadership teams. The QMC will be made up of the principal (or his/her designee), one representative elected by each department, team, or grade level, and the MCEA head representative, elected at-large by the faculty. Small departments/teams/grade levels of fewer than four may combine for purposes of representation on the QMC. Schools should have flexibility in grouping non-classroom based teachers for purposes of representation on the QMC. Additional at-large MCEA representatives will be elected to the QMC consistent with the number of assistant principals and student support specialists assigned to the QMC. In the event that a secondary RT/IRT is not elected to represent his/her department, that resource teacher may also be appointed to the council by the principal. In addition, the following individuals may be appointed by the principal to serve on the QMC permanently or on an as needed basis: all assistant principals, media specialist, athletic director, guidance counselor, reading specialist, instructional support teacher, and ESOL teacher.

b. Participation is essential from all stakeholders, both internal and external. The QMC will assure that other stakeholders will share in the decision-making when appropriate. For certain purposes, such as Local School SES planning which has parental involvement as an critical component required by MCPS, the QMC will include other stakeholders.

c. The term for each elected representative to the QMC is one year, however, it is desirable that QMC elected representatives serve for a minimum of two years. Elections will take place in the spring for the following school year. If the MCEA unit members in departments, grade levels, or teams are concerned about their elected representation on the QMC, they should address their concerns to the elected representative, MCEA at-large representative, or the principal for resolution. If a majority of the MCEA unit members of the staff, department, grade level, or team is still concerned about its elected representation, after an attempt at resolution, they may choose to request mediation through MCEA.

#### 4. **Scope of Authority**

a. Within MCPS board policies, procedures, and mandates, the scope of the QMC's authority shall include but not be limited to:

- develop, review, monitor, and evaluate the instructional program and school schedule
- determine how staffing allocations are utilized within the school
- monitor and improve school operations and procedures
- develop a process for planning, implementing, and evaluating staff development and training
- develop and monitor a process to determine how all board-allocated funds are utilized in the school. The QMC may request of the principal expenditures of monies in the general fund. The principal has fiduciary authority over the general fund.
- plan, monitor, and evaluate a safe and orderly school environment.

b. The QMC will meet during the summer and prior to the start of the pre-service days to decide what decisions are to be made and how those decisions will be made. Not all decisions will be made in the same way. There may be times the team delegates a decision, the team decides, the principal decides with the participation of others, or the principal decides alone.

c. The following decisions will be made by the QMC:

- which decisions will be made by the Council
- which will be made by others
- how and when the decisions will be made
- what information is needed for the QMC to make decisions
- which other stakeholders including students, parents, and members of other bargaining units should share in the decision-making
- when other stakeholders including students, parents, and members of other bargaining units should share in the decision-making

d. Other decisions the QMC will make include:

- the frequency of meeting dates
- the duration of meetings
- the ground rules for meetings



- facilitation procedures
- communication procedures to the constituents
- note taking procedures
- the creation and distribution of agendas and minutes

e. This process should be communicated to the entire school community and MCPS administration (Office of School Administration), including the process for participation. While a team may agree initially on a specific process, they may be faced with issues that require them to revisit the scope or process of decision-making.

## 5. **Decision Making Process**

a. When the team is to make a decision together, it is expected that the QMC will operate by consensus. Lack of agreement is viewed as a signal that the best option may not have been put forward. Consensus, however, need not mean unanimity, nor should all decisions require endless discussion, though every effort should be made through discussion and serious efforts to understand the reasoning behind opposing views. Consensus is reached when all members agree to support a decision. When a consensus cannot be reached, the following process will take place:

1. Voting will occur. In voting, if the principal is voting with the majority, the decision is made.

2. If the principal is voting in the minority and cannot be persuaded to change his/her position, the decision reverts back to the principal. The QMC can accept this decision or make an appeal through an internal process that it designs or the process outlined in the Section 6 below.

## 6. **Appeal Procedures**

a. MCEA and the Board agree to establish a joint committee or committees comprised of equal representation of unit members appointed by MCEA and principals appointed by MCPS to hear appeals.

b. If the members of the QMC wish to appeal the principal's decision: an appeal can be made to the MCEA/MCPS joint committee or by a process agreed upon by the QMC. An appeal to the MCEA/MCPS joint committee, out of school, requires a two-thirds majority by secret ballot of the QMC of those who voted on the original decision. The MCEA at-large representative to the QMC will forward the appeal to the joint committee. This appeal needs to be filed within three duty days. Decisions of the joint appeal's committee are final.

## 7. **Time for Planning and Training**

Unit members serving on Quality Management Councils will be provided with time during the summer for SES planning and training for the purpose of local school decision-making.

## 8. **Credit**

a. During the work year MCEA unit members participating on the QMC may choose to receive:

- Continuing Professional Development Experience credit (in service)
- Continuing Education Unit credits: Continuing Professional Development Experience credits can be converted to Continuing Education Unit credits if the QMC member also completes specified courses in the MCEA CEU program: (Courses to be jointly developed and provided)
  - 1 CEU credit - Level I (15 hours)
  - 1 CEU credit - Level II (15 hours)
  - 1 CEU credit - Level III (15 hours)
- University credit (if available)
- Other options as determined by the QMC

b. In addition, a unit member may be relieved of other school committee responsibilities while serving on the QMC.

## 9. **Accountability**

a. Members of the QMC elected to represent a specific constituency are accountable to their respective constituency, with the regular communication that representation requires. Accountability for QMC decisions will be based on ensuring success for every student in a supportive learning environment.

b. All members of the QMC will be held jointly accountable for any decision made by the QMC and for making sure that decisions are made within the terms of applicable policies, laws, regulations, and the MCEA contract. No attempt shall be made to hold any individual member of the QMC answerable or responsible for a committee decision.

c. The superintendent or his/her designee shall communicate any concerns about a school's QMC decision to every member of that school's QMC. Formal criticism of QMC decisions by the superintendent or his/her designee, must be communicated to every member of the QMC and may be placed in the personnel file of QMC members, consistent with Article 14(B) and (C) and Article 10(E). If parents make a complaint or the Superintendent or his/her

designee has a concern about a decision made by the QMC, when it was based on consensus or a vote in which the principal votes with the majority, representatives of the QMC will meet with the Superintendent or his/her designee or the parent or parent groups. Members of the QMC will participate in resolving the complaint or concern including any written response required. This meeting may take place outside of the duty day. QMC members will not be expected to participate in responding to complaints if a principal has exercised unilateral authority and overruled the QMC majority.

**10. Waivers**

A process will be established in which contract waivers can be granted. This process will be developed by the Joint Work Group.

**11. Transition to Quality Management Councils**

a. During the 1998-1999 and 1999-2000 school years, MCPS schools may choose the QMC decision-making process if two-thirds of the MCEA unit members vote to establish such a process at their school. The schools choosing to create the QMC during the first two years shall participate in an evaluation process collaboratively designed by MCEA and MCPS. The results of the joint evaluation will be considered in the determination of whether or not this process will be continued in the next contract.

b. By September of the third year (2000), all MCPS schools shall have established the QMC, according to the outline provided in this agreement and the specifics developed and refined jointly by the ongoing MCEA/MCPS Work Group on Local School Governance.

c. Schools in their first year of implementation shall participate in a minimum of 15 hours of jointly provided training about consensus building and decision-making. All key QMC stakeholders, including parents and community members, shall be invited to participate in the training.

d. Information about the option of establishing the QMC shall be made available to schools as soon as possible after ratification of this contract, and before the end of the school year (1997-98), so that schools and staff may begin a process of considering whether or not to establish the QMC.

e. In the future, the QMC shall be established in the spring of each year so that council members can receive training during the summer and can participate in planning for the next school year. The QMC shall receive training in models of facilitative leadership, consensus decision-making, conflict resolution, team building, and effective representation, provided jointly by MCEA and MCPS.

## **B. Liaison Committees**

1. In schools or any other unit responsible to a principal or appropriate supervisor, that have not yet established a QMC, the Association shall have a liaison committee; the purpose of which shall be to foster discussions on matters of interest and concern.

2. The principal or appropriate supervisor will allow a reasonable amount of time for the staff to meet and select the members of the liaison committee.

3. The principal or appropriate administrator will meet with the liaison committee at least monthly to discuss matters of concern. These liaison committee meetings with the principal or appropriate administrator shall be held on a regularly scheduled basis before or after the student day.

4. The liaison committee and the principal may submit, no later than two (2) days before each meeting, appropriate items to be included on the agenda for such meeting.

## **ARTICLE 8 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 Quality Management Council or designated decision-making process, 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 QMC, 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**

1. 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.

2. 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. The Board and MCEA agree that a thorough audit and assessment of all MCPS alternative programs be undertaken by a Joint Work Group of principals, teachers, and other staff in order to determine how best to expand existing programs and/or create new ones whose design and delivery meets the needs of chronically disruptive students.

#### **H. Information, Data Collection, and Analysis About Student Discipline**

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.

#### **I. Human Relations, Diversity, and Conflict Resolution**

1. 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

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.

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

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

## **ARTICLE 9 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:

- Conserving energy is every MCPS employee's responsibility.
- 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.
- 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.
- 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.
- 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**

There shall be a systemwide joint health and safety committee composed of an equal number of representatives appointed by each party.

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 associate superintendent for supportive services who, within 30 duty days of receiving a complaint, shall investigate and render a final and binding decision.

Health and safety complaints shall not be subject to the grievance procedure in Article 5. Unit members are not precluded from exercising any rights they may have under federal and state laws to seek outside review of alleged violations, and are encouraged to inform the school system when exercising such rights.

4. The parties agree that Federal and State Occupational Safety and Health Laws will be adhered to.

5. **Indoor Air Quality Inquiries** - Unit members who are experiencing problems with the indoor air quality in their workplaces may request an investigation and appropriate relief by using the mutually established process for an Indoor Air Quality Inquiry, Investigation, Report, and Review (MCPS Forms 230-23, 230-24, and 230-25). The administration shall respond in accord with the timelines established therein at each stage of the process. Failure to do so may be appealed only through the administrative complaint procedure.

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

C. **Facilities**

1. The Board shall keep schools reasonably and properly equipped and maintained. Where such facilities or capabilities are not immediately practical and possible, effort will be made to progress toward these objectives as quickly as possible.

2. As the budget permits, each school should have the following facilities or capabilities:

- Unit members should have access to phones, electronic-mail, voice mail, the Internet, and computerized teaching resources.
- Clean and serviceable equipment within classrooms for teaching and learning, including desks and chairs for all teachers, filing cabinets, and storage space.
- Access to printing and copying machines at each school for reproduction of teaching materials.
- Appropriately furnished and equipped (and air-conditioned) employee lounges and rest rooms for staff; and, when space is available, a separate staff dining area.
- Adequately ventilated and temperate (fully air-conditioned and heated) classrooms throughout the school year.
- Adequate amounts of employee parking in safe, well-lit lots.
- A direct communications link from each classroom, including portable classrooms, to the office for reporting crises and getting help. Where such facilities are not immediately practical and possible, effort will be made to progress toward this objective as quickly as possible. Each direct link shall be kept in good working order and shall be appropriately staffed to ensure response to reports of crisis.

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, teachers 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 10 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 Annotated Code, Education, 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 will be placed on leave with pay when under investigation by the administration. 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 Department of Human Relations, the Employee Assistance Programs, 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 11 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 21(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 29, 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 29 (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 12  
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 FY99 no less than the dollar amount provided on a per pupil basis in the FY98 budget.

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.

### **ARTICLE 13 PROFESSIONAL DEVELOPMENT IN A CONTINUOUS IMPROVEMENT SYSTEM**

A. 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. Training for Continuous Improvement**

1. Professional development plays an essential role in continuous improvement. Professional development serves as the bridge between where new and experienced educators are



now (the “as is” condition) and where they will need to be (the desired state) to meet the new challenges of guiding the system, their students, and themselves to higher standards. As MCPS and MCEA collaboratively pursue an enriched culture of continuous improvement, professional development acquires a new importance in capacity building and individual growth.

2. A major effort of this collaboration is to create the environment in which this changed culture can grow and flourish. This environment is one of collegial support and evaluation and shared responsibility for the quality of the educational program. Continuous improvement is a priority for school and systemwide training.

### **C. Professional Development Coordinating Council**

1. Ultimately the quality of teaching and learning depends not only on the qualifications of the individuals, but also on how the school system is organized to provide professional learning opportunities. To this end, MCPS, in partnership with MCEA, commits to a clearly defined, well-articulated professional development process and desired outcomes; created, implemented, and assessed with stakeholders, including administrators, staff development specialists, and teachers.

2. MCPS and MCEA, reaffirming that it is in the best interests of students to assure the continuous professional development of all educators, agree to create a professional development coordinating council (PDCC). This council will institutionalize a collaborative partnership to establish the culture of continuous improvement; to establish a learning community in which professional development is linked to Success for Every Student (SES) goals and outcomes; and to support the design, implementation, and assessment aligned program of professional development opportunities that meets the needs of every unit member and achieves the success of every student.

### **D. Time and Resources**

1. Professional development promotes continuous inquiry and improvement embedded in the daily life of schools and offices. It requires that time and resources be available and well spent for professional development and that there be sufficient time for teachers’ learning.

2. 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 local school Quality Management Councils:

a. When the professional development activities take place during the work day, time may be provided by:

1. Flexible grouping and scheduling
2. Use of technology, e.g., distance learning with use of video and TV transmissions
3. Use of substitutes
4. Team or department meeting times
5. Designated early release or full days
6. Staff meeting times
7. Other options as determined by the local school Quality Management Council

b. When professional development activities take place outside the work day, compensation can be provided in the form of:

1. University credit
2. Stipends
3. CEU credit
4. CPDE credit (in-service)
5. Fulfillment of professional development plan objectives
6. Other options as determined by the local school Quality Management Council

3. Funds available for local school professional development will be allocated to the local school with a \$2000 base and half (.5) of the substitute cost for each member of the school's professional staff to come from allocated funds.

4. 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 at a level not less than the dollar level included in the FY94 approved operating budget plus 10 percent (10%). The Professional Development Coordinating Council shall be consulted for recommendations. The Board will continue to provide help in processing unit member requests for in-service materials and for extending the hours of the professional library.

5. The Board agrees to budget not less than the dollar level included in the FY98 approved operating budget for the following staff development activities:

a. To provide substitute leave bank funds to be used in conjunction with local staff development projects;

- b. To provide the staff development materials and equipment to be used specifically to support local school, area, and county staff development activities and programs, including the training of staff development leadership;
- c. To provide instructional support for MCPS developed in-service credit courses including teacher competency courses during the fiscal year;
- d. To provide financial support for MCPS developed noncredit in-service activities for unit members such as conferences, workshops, skill modules, and similar activities;
- e. To provide for the refinement of existing teacher competency courses and for the development of new teacher competency courses;
- f. To provide for the assessment of the effectiveness of selected in-service courses and programs.

**E. Differentiated Professional Development Models**

- 1. High quality professional development is essential for initiating and sustaining increased school success that occurs when individual and organizational goals are results driven, standards based, and aligned with system priorities and goals. Adult learning in schools can and should take many forms if it is to achieve the maximum impact and is most powerful when it is in response to the immediate challenges of teaching and learning.
- 2. There are many ways teachers can continuously update their knowledge and skills. MCPS and MCEA recognize various forms of job-embedded learning as important options in a comprehensive professional development program.
- 3. MCPS works collaboratively with MCEA to provide a set of skilled trainers for quality improvement through training of trainers program. Programs may include such models as Facilitative Leadership and the Pinellas County, Florida's Quality Academy.

**F. Technology**

- 1. Technology plays an especially important role in managing (M), scheduling (S), delivering (D), and evaluating (E) these varied models of professional development. It is essential in the continuous improvement process that these uses be expanded.
- 2. Current technology will be used to:
  - a. Advertise training opportunities on e-mail and on the MCPS Website (M)

- b. Share information among staff in curricular conferences on e-mail (D)
  - c. Share training materials on e-mail and the MCPS Website (D)
  - d. Produce training videos (D)
3. The use of technology will be expanded in the following areas:
- a. To implement the use of a comprehensive database to schedule training opportunities and to collect information on training credits for teachers (M)
  - b. To utilize data bases for identifying potential trainers and experts and to collect evaluation information about various training activities (M, E)
  - c. To use distance learning between schools and offices (D)
  - d. To increase use of web-based training for specific skill advancement (D)
  - e. To facilitate the use of e-mail by curriculum cohort groups (D)
  - f. To expand use of listservs and other formats (D)

#### **G. MCPS/MCEA CEU 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 CEU and CPDE credit. Using the existing infrastructure of MCEA's CEU-granting authority and facility, 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.

#### **H. The Professional Development Process (PDP)**

1. MCEA and MCPS recognize the significant role played by teachers in the development of their peers and the advancement of their profession. In accord with continuous improvement principles, National Staff Development Council (NSDC) criteria, and this contract's preamble statement of core concepts, the parties agree that a comprehensive professional development program should promote a continuum of professional, peer assistance opportunities. Through a Professional Development Process (PDP), 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 PDP acknowledges that teaching peers provide valuable support in establishing and expanding good teaching practices.

2. MCEA and MCPS agree to establish a Joint Work Group to collaborate on the planning and implementation of a Professional Development Process model, with an initial recommendation submitted by June, 1999.

The Joint Work Group should consider the following elements as part of the professional development process:

- A peer mentoring program that can provide mentor teachers to work with first year teachers.
- A peer coaching program that enables career teachers to collaborate with colleagues for their own continuous improvement.
- A peer assistance, review, and evaluation (PARE) program where at-risk teachers can receive structured, productive, and time-limited interventions to improve performance.

## **I. External Partnerships**

1. An additional challenge for educators and for the community is to establish partnerships that will nurture teacher growth and student success. In this light, a broad community stakeholder partnership must be forged to institutionalize the collaborative and mutually beneficial process for continuous study and improvement of professional development.

### **2. Professional Development Institute**

a. MCEA and MCPS will collaborate in an initiative to form partnerships with businesses and institutions of higher education, which will produce and market staff development opportunities. The goal will be the funding of a self-sustaining, freestanding Professional Development Institute, through funding contributions by the private sector, foundations, government, and higher education partners. This institute will be run by a joint board, which will include representatives of all partners.

b. This endeavor will begin with MCEA and MCPS collaborating on outreach to potential partners. Existing MCEA and MCPS programs will be identified, which will be marketed to other organizations

c. The progress of this collaborative effort will be reported to the MCEA President and to the Superintendent by February 1, 1999. At that time, recommendations will be made about what is needed to reach the goal of a Professional Development Institute.

3. The Board encourages school staffs to develop community support for a program of released time for school-based unit members to be used for improving instruction. The Board also encourages community involvement in the development of instructional improvement programs. Administrative staff, supervisors, and principals will work with school-based unit members to plan, develop, and execute programs designed to achieve these goals.

**J. Mandated Training**

1. When the Board or superintendent requires a unit member to take specific training, which is neither required for renewal of his/her certificate nor results in salary improvement nor can be applied to an advanced degree program, the Board will pay for all costs in excess of the normal expenditures that a unit member might have incurred if the training were not undergone. Such costs will be determined by the superintendent upon the recommendation of the Professional Development Coordinating Council.

2. The Board agrees to develop and offer in-service courses in mathematics and science that will allow all affected unit members to complete the Board of Education's requirements by 1999. Unit members also will be able to use the tuition reimbursement program to take math and science courses that meet the Board's requirements (see Section L in this Article).

**K. Supervising Student Teachers**

Participation by supervising unit members in the training of student teachers shall be voluntary and shall be based on criteria established by the Department of Personnel Services. Student teaching assignments, programs, and work schedules will be submitted to the principal and the supervising unit member for final approval before the beginning of the semester in which the student teaching is to take place. 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.

**L. Tuition Reimbursement Program**

The Board agrees to budget \$465,000 to support a tuition reimbursement program for full-time and part-time unit members who work in a school or are school-based specialists or itinerant specialists.

1. Eligible unit members as described above may request tuition reimbursement for graduate university and college courses. Courses must be approved by MCPS. Requests must be submitted at least two (2) weeks prior to the beginning of the course.

2. Reimbursement shall be for courses that will enable unit members to continue their professional development and to maintain or increase their skills as education professionals

in their employment with Montgomery County Public Schools. Reimbursement for methods courses shall be made under the following circumstances:

- a. The methods course is not offered within the in-service program; or
  - b. The methods course is offered within the in-service program, but the unit member has applied for and been denied admission.
3. The unit member must achieve a grade of "B" or better. Documentation must be submitted (report card and proof of payment) within sixty (60) days of the end of the course.
  4. Reimbursement shall cover actual tuition only and not the cost of books or other materials.
  5. Reimbursement shall be for fifty percent (50%) of the current cost of in-state tuition at the University of Maryland, College Park, up to a maximum of nine (9) hours credit per fiscal year for graduate courses not currently offered by the in-service program. Initial reimbursement shall be for up to three (3) credit hours per semester. Provided all eligible requests are fulfilled for a semester, applicants may be reimbursed for more than three (3) credit hours, up to the maximum of nine (9) credit hours per fiscal year.
  6. The Board will reimburse fifty percent (50%) of the cost of tuition for the equivalent of one (1) credit hour, up to the maximum of nine (9) credit hours per year, for completion of Continuing Education Unit (CEU) courses not offered by the in-service program. Reimbursement requests will not be in less than credit hour increments and must be submitted with proper documentation verifying completion of CEUs that have been approved through a State-accepted accrediting agency, such as MCEA.
  7. One-third of the annual funding shall be made available as of July 15 for fall semester courses, November 15 for spring semester courses, and April 15 for summer semester courses. Any application submitted earlier than these dates will be returned to the applicant for resubmission at the appropriate time. All requests in excess of available funding shall be placed on a waiting list in order of application. Individual requests shall be approved as funds become available. The waiting list shall carry over.

## **ARTICLE 14 EVALUATIONS**

- A. 1. All observation of the work of a unit member will be conducted openly and with the observer visible to the unit member.

2. Upon request, unit members will be given a copy of any class visit report or evaluation report prepared by their administrator or supervisor at least one (1) day before a conference is held to discuss it. No such class visit report or evaluation 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. Unit members will be required to sign the class visit report and the evaluation memorandum 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.

B. 1. 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.

2. Nonconfidential 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.

3. 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.

C. 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.

D. 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.

E. 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.



F. Evaluation of unit members during their probationary period of employment is of high importance to the teacher 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 nonrenewal of a provisional or regular contract, probationary unit members may, within ten (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.

G. Recognizing that each professional staff member must constantly seek ways to improve his/her effectiveness, a program of mutual and reciprocal annual evaluation by subordinates will be implemented for all unit members. This program will include evaluation of principals, classroom teachers, counselors, media specialists, pupil services personnel, and other unit members working with students, by students; and assistant principals and principals, by teachers. All evaluative material will be confidential and for the sole use of the unit member being evaluated. 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 reciprocal evaluation process.

H. The current unit member evaluation system, including the instrument and the teacher evaluation system booklet of the Montgomery County Public Schools, Rockville, Maryland, as revised April 1985, 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 15**

## **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 personnel on the E grade in this unit and all professional personnel on the A-D grades 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 professional personnel on the A-D professional salary grades 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 school-based unit members on the A-D salary grades will begin twenty (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 or the QMC, where it exists, 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 work day. 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.

#### **D. Elementary School Schedules**

1. Principals will grant five hours of planning time per normal week, four hours and five minutes of which will be during the elementary teachers' student day and fifty-five minutes of which will be during the elementary teachers' work day.

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 five hours planning time per normal week, four hours of which will be during the specialists' work day and one hour of which will be during the specialists' student day.

b. The application of the above provisions to art, music and physical education teachers will not be subject to the grievance procedure during the first year of this Agreement. In the event that the above stated planning time cannot be accommodated within the MCPS FY99 budget, the Board is under no obligation to incur additional costs during the first year of this Agreement. However, the parties agree to conduct a joint study during the first year of this Agreement to determine which schools and positions need additional support to meet the above requirement. Beginning in the second year of this Agreement, the Board will allocated up to \$200,000 if additional support is needed to meet this requirement, and during the third year of this Agreement the Board will be in allocating up to an additional \$200,000 to meet this requirement.

c. 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 us 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 (5) minutes and no more than ten (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.
- A school QMC or its designated decision-making process can consider mutually acceptable alternatives.

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.

E. 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.

**F. 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. 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 and to solicit the needs and opinions of the entire staff and other stakeholder groups, including parents and students. If the process results in changes to the structure of the school day, the administration agrees to consult with unit members concerning the impact of those changes.

3. A school decision to adopt a flexible scheduling model such as block scheduling will be made in accordance with the QMC decision-making process. Such a decision may only be made after a formal process is undertaken to determine best appropriate instructional practices and to solicit the needs and options of the entire staff and other stakeholder groups, including parents and students. The Council will also have the authority to monitor the implementation of flexible scheduling models and the authority to make changes in the model undertaken.

**G. Secondary School Schedules**

1. a. Where the school is organized on a seven (7) period schedule, each classroom teacher will be assigned no more than five (5) regular classes. Classroom teachers of vocational subjects may be assigned to teach the equivalent of six (6) 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 and one (1) 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 (4) 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, QMCs or principals in schools with no QMCs, may provide additional release time to RT/IRT/ADs based on the size of their departments and responsibilities.

3. 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 (3) 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.

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

I. The work year for all ten-month unit members shall not exceed 191 duty days.

The work year for teacher specialists shall not exceed 221 duty days.

The work year for secondary counselors shall not exceed 212.5 duty days.

The work year for resource teachers shall not exceed 211 duty days.

The work year for athletic directors shall not exceed 208 duty days.

The work year for elementary counselors shall not exceed 206 duty days.

The work year for media specialists shall not exceed 201 duty days.

The work year for department chairpersons in departments of two or more unit members shall not exceed 193 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.

J. The number of days at work for a twelve-month unit member shall be determined by subtracting Saturdays, Sundays, holidays, and annual leave days from the total days in the year.

K. Unit members assigned classroom responsibilities shall have at least one and one-half 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 one full day may be split 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 one and one-half day period. Teachers will have two half days each at the end of the first and third grading periods to plan. Teachers will not be required to turn in grades until the end of the workday on the second day allotted for the completion of grades.

## **L. Parent Conference Days**

Local schools will determine the best use of Board-approved parent conference days. In schools with a quality management council, the council 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.

## **M. 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.

## **N. 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. In schools with Quality Management Councils, the Councils 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 (currently \$12.75/hour) for each period that they are called upon to provide emergency class coverage during their scheduled planning time. Volunteers shall be called upon first.

5. 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.

**O. 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 ARD meeting notes.

**ARTICLE 16  
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 an aide 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.

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 associate superintendent for school administration 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
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. Pupil Services Personnel

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

Not less than one for every 1,800 students

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

F. In the event a teacher of elementary art, music, and physical education is absent, a fully qualified substitute will be hired.

## 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, (1) must meaningfully involve classroom teachers and the local faculties from the initial stages of development through implementation and evaluation, (2) must clearly define roles and responsibilities of certificated and noncertificated personnel, and (3) 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 (2) 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.

## **ARTICLE 17 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 this 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 associate 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. Principals will strive to assign teachers in the areas of their teaching certificates and/or their major or minor fields of study and/or their experience.

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 18 SALARIES & SUPPLEMENTS**

### **A. Salaries**

1. Effective November 1, 1998, the professional salary schedule shall be increased by two percent (2%) on all salaries lanes and \$500 shall be added to each step on salary lanes MA/MAEQ and higher. These increases shall be effective for 12-month unit members on September 19, 1998.

2. There shall be a reopener during FY99 on salary and health insurance issues for FY00 and FY01.

### **3. 12-Month Employees**

The salary for 12-month employees will be equal to one hundred and twenty percent (120%) 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 one hundred and twenty percent (120%) of the salary applicable to MA+30 level 10-month employees.

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.

### **B. Supplements**

1. Resource teachers and resource counselors will have their regular scheduled salary in Grades A-D increased \$2,400 for a department of 4 to 9 teachers, \$3,000 for a department of 10 to 14 teachers, and \$3,850 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 \$3,850. Effective July 1, 1999, this supplement shall be increased to \$5,850.

3. Teacher Specialists - All professional personnel on the professional salary schedule grades A-D who are assigned as area and central office teacher specialists will have their regular scheduled salary increased \$2,150.

4. Unit members assigned under Sections 1, 2, and 3 of this Section shall not:

- a. Have tenure in the position
- b. Be eligible for appointment to any of the extracurricular compensated activities

5. Any teacher 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.

**C. Salary Appeals Panel**

Since the Department of Personnel Services 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 (3) members appointed by the superintendent from Board staff, other than staff of the Department of Personnel Services, and three (3) 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 Professional Development Coordinating Council. Members of the appeals board will serve for two (2) years with new members appointed each year.

**D. 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.

**E. Quality Management Councils**

Each MCEA unit member serving on a Quality Management Council will be compensated during the summer for SES planning and training for the purpose of local school decision making. The compensation for each participating MCEA unit member shall be equivalent to five (5) days at the unit members daily rate of pay. RT and IRT members of the Council who already receive compensated time in the summer as resource teachers will not receive any additional pay.

Montgomery County Public Schools  
**TEACHER SALARY SCHEDULE**  
 Effective July 1, 1998

Grade STEP	10-Month			
	A <u>BA</u>	B <u>MA/MAEQ</u>	C <u>MA+30</u>	D <u>MA+60</u>
1	\$30,285	\$32,794	\$33,708	\$34,754
2	\$30,604	\$33,080	\$34,593	\$35,640
3	\$30,924	\$33,364	\$35,486	\$36,532
4	\$31,244	\$35,220	\$37,337	\$38,384
5	\$32,836	\$37,070	\$39,186	\$40,233
6	\$34,425	\$38,929	\$41,043	\$42,091
7	\$36,013*	\$40,776	\$42,899	\$43,945
8	\$37,606	\$42,627	\$44,746	\$45,793
9	\$39,190	\$44,487*	\$46,600	\$47,646
10	\$40,778	\$46,340	\$48,453	\$49,501
11		\$48,192	\$50,310*	\$51,357*
12		\$50,042	\$52,164	\$53,211
13		\$51,901	\$54,018	\$55,064
14		\$53,752	\$55,867	\$56,914
15		\$54,827	\$56,982	\$58,029
16		\$56,259	\$58,415	\$59,462
17		\$57,691	\$59,847	\$60,893
18		\$59,123	\$61,280	\$62,326
19		\$60,307	\$62,506	\$63,553

\* - Maximum Entrance Step

Montgomery County Public Schools  
**TEACHER SALARY SCHEDULE**  
 Effective November 1, 1998

Grade STEP	10-Month			
	<b>A</b> <u>BA</u>	<b>B</b> <u>MA/MAEQ</u>	<b>C</b> <u>MA+30</u>	<b>D</b> <u>MA+60 or Dr.</u>
1	\$30,891	\$33,950	\$34,883	\$35,950
2	\$31,217	\$34,242	\$35,785	\$36,853
3	\$31,543	\$34,532	\$36,696	\$37,763
4	\$31,869	\$36,425	\$38,584	\$39,652
5	\$33,493	\$38,312	\$40,470	\$41,538
6	\$35,114	\$40,208	\$42,364	\$43,433
7	\$36,734*	\$42,092	\$44,257	\$45,324
8	\$38,359	\$43,980	\$46,141	\$47,209
9	\$39,974	\$45,877*	\$48,032	\$49,099
10	\$41,594	\$47,767	\$49,923	\$50,992
11		\$49,656	\$51,817*	\$52,885*
12		\$51,543	\$53,708	\$54,776
13		\$53,440	\$55,599	\$56,666
14		\$55,328	\$57,485	\$58,553
15		\$56,424	\$58,622	\$59,690
16		\$57,885	\$60,084	\$61,152
17		\$59,345	\$61,544	\$62,611
18		\$60,806	\$63,006	\$64,073
19		\$62,014	\$64,257	\$65,325

\* - Maximum Entrance Step



**ARTICLE 19**  
**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 E 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 associate superintendent for school administration.

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 associate superintendent for school administration.

5. If a unit member's services in the compensated activity have 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 (5) working days after the completion of the activity. The principal will evaluate the performance of all sponsors in the approved extracurricular activity program within thirty (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** (\$12.75 per hour) - 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 associate superintendent for school administration along with the plans for activities in all other classes.

C. **Classification I-A**, Intramural (Co-Ed) Senior High School (\$1,594-1,913) - 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	\$1,594 stipend
126 hours to 150 hours	\$1,913 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 associate superintendent for school administration.

D. **Classification I-B**, Band/Orchestra High (\$1,913-3,825) - Since many of the senior high schools have varying emphases in their band/orchestra programs, a variable stipend is offered under Classification I-B as follows:

Band/Orchestra I - 150 hours to 199 hours	\$1,913
Band/Orchestra II - 200 hours to 299 hours	\$2,550
Band/Orchestra III - 300 hours or more	\$3,825

Before a principal approves the stipend in Classification I-B, the sponsor must submit a planned program, including the time frame expected for the activity. Classification I-B stipend must also be approved by the associate superintendent for school administration. Classification I-B will be eliminated as of July 1, 1999 (see FY00 stipend schedule).

E. **Classification II**, Outdoor Education (\$65.00)- 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 \$65.00 for each overnight stay at one of the outdoor education facilities.

F. **Ineligible Personnel** - Resource teachers, resource counselors, athletic directors, and personnel on salary grade E are not eligible for payment of a stipend.

G. **Fall Coaches** - High school coaches of fall sports, assistant athletic directors who are not coaching a fall activity, cheerleader and pompon sponsors who are scheduled to participate in preschool activities will be paid the hourly stipend rate for all such activities, not to exceed eight (8) hours a day or a total of sixty-four (64) hours, prior to the first day worked for regularly scheduled 10-month teachers.

H. **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.

I. **Payment to Unit Members Selected for Stipend-Compensated Activities**

1. Payment of stipend activities will be made by the Division of Payroll, 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 Division of Employment Standards 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.

J. The hourly rate for the stipend program will be \$12.75 per hour

K. **Post-Season Competition**

Athletic coaches shall be paid up to four (4) 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.

For FY99, this provision shall not apply to cross-country, field hockey, tennis, soccer, swimming, baseball, softball, lacrosse, or track and field where time is included the calculation of the basic stipend. During FY99, the parties shall reach agreement on the adjustments necessary

in the season stipends for the aforementioned sports in order to account for the post-season hours included in the existing season stipends.

**L. Extracurricular Activities**

	<u>School Level</u>	<u>FY99 Stipend</u>	<u>FY00 Stipend</u>
<b>NONATHLETIC STIPEND</b>			
Band/Orchestra Director	Middle	\$1,275 to \$1,785	-0-
Instrumental Music Director	Middle	--	\$1,084
Jazz Ensemble Director	Middle	--	\$893
Band/Orchestra Director	High	\$2,550 to \$4,463	-0-
Competitive Marching/Pep Band	High	--	\$1,913
Marching/Pep Band Director	High	--	\$1,275
Pep Band Director	High	--	\$638
Instrumental Music Director	High	--	\$2,168
Music Theater Director	High	--	\$829
Choral Director	Middle	\$1,275	\$1,275
Choral Director	High	\$3,825	\$3,825
Debate Coach	High	\$2,869	\$2,869
Drama Director (one production)	Middle	\$1,696	\$1,696
Drama Director (two productions)	Middle	\$3,392	\$3,392
Drama Director	High	\$4,297	\$4,297
Employee Wellness	All Schools	\$625	-0-
Enrichment Activities	Elementary	\$319	\$319

Flag/Majorette and/or Rifle Team	High	\$1,275	
Sponsor (Separate sponsor)		to	\$1,913
(Band Director sponsor)		\$2,550	\$1,084
Forensics Coach	High	\$2,869	\$2,869
Competitive Marching Band	High	\$1,020	\$816
Pre-Season		to	
		\$1,275	
Math Team Coach	Middle	\$1,211	\$1,211
Mathletes	High	\$1,492	\$1,492
Mock Trial Program	High	\$1,148	\$1,148
Newspaper Advisor	Middle	\$1,275	\$1,275
Newspaper Advisor	High	\$2,869	\$2,869
Safety Patrol	Elementary	\$1,619	\$1,619*
Senior Class Advisor	High	\$3,188	\$3,188
Junior Class Advisor	High	--	\$2,231
SGA	Middle	\$2,423	\$2,678
SGA	High	\$3,188	\$3,443
Stage Director	Middle	--	\$638
Stage Director	High	\$4,246	\$4,246
Yearbook Advisor	High	\$2,869	\$2,869

\* \$2,435 beginning FY01

#### ATHLETIC STIPENDS

Intramural Coordinator	Middle	\$765	\$765
Intramural Director	Middle	\$765	\$791
Athletic Coordinator	Middle	\$765	\$1,313
Asst. Athletic Director	High	\$3,506	\$3,506
Night Game Manager	High	\$689	\$1,237
First Aid Assistant	High	\$1,275	-0-
Baseball Jr. Varsity	High	\$2,423	\$2,869
Baseball Varsity	High	\$4,514	tbd <sup>1</sup>
Basketball Ticket Manager	High	\$995	\$995
Basketball Scorer/Timer (Boys)	High	\$536	\$536
Basketball Scorer/Timer (Girls)	High	\$536	\$536
Basketball Scorer	Middle	\$204	\$204
Basketball Timer	Middle	\$204	\$204
Basketball (Boys)	Middle	\$893	\$995
Basketball (Boys) Jr. Varsity	High	\$3,774	\$3,583

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Basketball (Boys) Varsity	High	\$4,514	\$4,233
Basketball (Girls)	Middle	\$893	\$995
Basketball (Girls) Jr. Varsity	High	\$3,774	\$3,583
Basketball (Girls) Varsity	High	\$4,514	\$4,233
Cheerleader (no less than 2 per schools)	High	\$6,324	\$6,719
Cheerleader Three (3) Season Squad	High	\$6,962	\$7,357
Cross Country (Coed)	High	\$3,226	tbd <sup>1</sup>
Cross Country (Coed) Assistant	High	--	tbd <sup>1</sup>
Field Hockey Jr. Varsity	High	\$1,938	\$2,219
Field Hockey Varsity (Girls)	High	\$2,971	tbd <sup>1</sup>
Football Ticket Manager	High	\$854	\$854
Football - 4 assistants	High	\$3,965	\$4,144
Football - 1 Head Coach	High	\$4,616	\$4,845
Golf (Coed)	High	\$1,428	\$1,428
Gymnastics Club (Girls)	High	\$1,594	\$1,670
Indoor Track (Coed)	High	\$2,805	\$3,086
Indoor Track (Coed) Assistant	High	--	\$2,869
Intramural Director (Coed)	High	\$957	\$957
Weight Training Director (Coed)	High	\$957	\$1,148
Lacrosse Varsity (Boys)	High	\$3,099	tbd <sup>1</sup>
Lacrosse Varsity (Girls)	High	\$3,099	tbd <sup>1</sup>
Pompon	High	\$2,295	\$2,384
Soccer (Boys)	Middle	\$861	\$1,084
Soccer (Boys) Jr. Varsity	High	\$2,461	\$2,448
Soccer (Boys) Varsity	High	\$3,290	tbd <sup>1</sup>
Soccer (Girls)	Middle	\$861	\$1,084
Soccer (Girls) Jr. Varsity	High	\$2,257	\$2,372
Soccer (Girls) Varsity	High	\$3,111	tbd <sup>1</sup>
Softball (Boys)	Middle	\$880	\$1,071
Softball (Girls)	Middle	\$880	\$1,071
Softball (Girls) Jr. Varsity	High	\$2,423	\$2,869
Softball (Girls) Varsity	High	\$4,424	tbd <sup>1</sup>
Swimming & Diving	High	\$2,576	\$2,741
Divisional Diving Coach – Countywide	High	\$2,614	\$2,614
Tennis (Boys)	High	\$2,767	tbd <sup>1</sup>
Tennis (Girls)	High	\$2,423	tbd <sup>1</sup>
Track Assistant (Coed) (2 per school)	High	\$3,239	tbd <sup>1</sup>
Track Head Coach (Coed)	High	\$3,481	tbd <sup>1</sup>
Pole Vault Coach - Countywide	High	\$2,104	\$2,104
Volleyball (Boys) Varsity	High	\$2,372	\$3,124
Volleyball (Coed) Varsity	High	\$2,372	\$3,124
Volleyball (Girls) Jr. Varsity	High	\$2,193	\$2,180

Volleyball (Girls) Varsity	High	\$2,882	\$2,754
Wrestling Junior Varsity	High	\$3,175	\$3,073
Wrestling Varsity	High	\$4,552	\$4,514

<sup>1</sup> – To Be Determined. See Article 19 Section K.



**ARTICLE 20  
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 rate up to a maximum cap equal to the MA+30, Step 7 rate (annual salary divided by 1528, the number of hours paid in a 191 day school year). No one will be paid at a rate in excess of their regular hourly rate. This cap shall be subject to renegotiation in the reopener.

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.

**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**

1. Unit members selected for evening high school credit program assignments shall be paid their hourly rate up to a maximum cap equal to the MA+30, Step 7 rate (annual salary divided by 1528, the number of hours paid in a 191 day school year). No one will be paid at a rate in excess of their regular hourly rate. This cap shall be subject to renegotiation in the reopener.

2. Preparation time currently being received for the evening high school credit program shall continue. (FY82-84 school years.)

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. 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 21  
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**

1. a. Effective January 1, 1999, the current indemnity insurance plan will be closed and will be converted to a "high-option" Point-of-Service (POS) Plan with differentials between in-network and out-of-network plan designs. The plan design shall be as specified in Appendix E. Except as noted, the out-of-network benefits shall remain the same as in the current indemnity plan.

b. This plan shall remain closed to new employees hired after January 1, 1994.

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

Years in Employee Benefit Plan	Board	Unit Member
1-3	60%	40%
4-6	70%	30%
7-12	80%	20%
Over 12 Years	85%	15%

2. The Board shall maintain the existing point of service (POS) health plan that shall be offered to all unit members on a voluntary basis. The Board shall pay ninety percent (90%) of the annual premium for each unit member enrolled in said plan and the unit member shall pay ten percent (10%) of the annual premium for said plan.

3. MCPS will include a "PPO Overlay" in plan bids (Requests For Proposals) for both POS plans for participants who receive services from physicians who participate in the PPO. The PPO Overlay system will provide that providers participating in the plan administrator's Preferred Provider Network shall be paid for covered services at the negotiated PPO rates and

will be informed that participants are not to be billed in excess of those PPO rates for those covered services.

4. a. For unit members who are enrolled as of the closing date of the enrollment period for any year in either of the Board of Education's subsidized health maintenance organizations (HMO), MD-IPA or Kaiser (or other future carriers awarded contracts through the MCPS bidding process), the Board agrees to pay a sum which is ninety-five percent (95%) of the annual premium. The unit member shall pay five percent (5%) of such annual premiums.

b. Unit members in any other MCPS-approved HMO, other than those specified herein shall be subject to the shared premium provisions of Section B(1)© above. New employees may enroll during eligibility periods as set forth in the current benefit plan. Transfers between plans will be limited to no more than one time each year at group reopening periods.

C. MCPS will establish and publicize a "waste, fraud, and abuse" hotline and incentive program in the non-HMO health plans whereby employees shall receive cash awards in exchange for any confirmed overbilling which they report to the benefit plan.

#### **D. Supplemental Plans**

1. Effective January 1, 1999, the existing dental, vision, drug, and life insurance plans will be unbundled from the medical plans. Unit members will be able to select each plan independently, regardless of other plan selections. The premium cost sharing formula shall be 90%/10% for each plan.

##### **2. Dental Plans**

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

b. The current dental plans will continue to be provided. The DPPO will provide both in-network and out-of-network dental benefits. As part of the bidding process to select a DPPO plan, the Board will place emphasis on the geographic breadth of bidders' network and bidders' intentions to recruit employees' present dental providers to join their networks. The Request For Proposals shall specify that bidders must actively recruit eighty percent (80%) of the 100 dentists currently serving the most plan participants.

##### **3. Vision Plan**

MCPS will contract with a managed vision care program to offer discounted vision care services and supplies, including contact lenses, to MCPS employees. The existing vision care insurance plan shall remain in effect.

#### 4. **Prescription Drug Plans**

a. MCPS will implement a managed prescription drug card 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.

b. The prescription drug card co-pay for generic drugs is \$2.00.

c. The prescription drug card co-pay for non-generic (brand name) drugs when no generic equivalent is available is \$7.00 or five percent (5%), whichever is greater, up to a maximum of \$25 per prescription.

d. The prescription drug card co-pay for brand name drugs when there is a generic equivalent available is \$7.00, plus the difference between the cost of the brand name drug and its generic equivalent, up to a maximum of \$25 additional per prescription.

e. The prescription drug card co-pay under the mail order program shall be \$0. Prescriptions will be filled with generic drugs whenever available, unless the physician specifies to dispense as written. If a mail order prescription is filled with a brand name drug when a generic equivalent is available, the participant's co-payment shall be \$25 for a thirty (30) day supply (i.e., \$75/90 day supply). 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 \$0.

f. 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, including prescription birth control, but negotiated through the network. The co-pay for such supplies shall be one hundred percent (100%) of the network discounted cost.

g. Effective January 1, 1999, participants in the Kaiser HMO shall have their prescription coverage provided by Kaiser in conjunction with their medical plan. The co-pays shall be \$3 for all prescriptions at Kaiser pharmacies (including mail-order) and \$10 at other participating pharmacies (including Giant, Safeway, and CVS). Birth control will be included in this plan.

E. The Joint Employee Benefits Committee will be given an opportunity to review the Requests For Proposals and MCPS selection recommendations associated with the benefits plans designated above.

#### F. **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.

**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**

Unit members will be eligible to participate in the currently available tax-deferred annuity plans. The forms for the necessary reduction of annual salaries shall be available at the central office or MCEA's headquarters.

**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 (3) members of the committee.

2. The committee shall also select and monitor the performance of the health care cost containment firm responsible for effecting cost containment measures approved by the committee. The firm's objective will be to control costs and thereby the premiums paid by the Board and the unit members. The firm will look at various cost control techniques, such as mandatory pre-admission testing, mandatory outpatient surgery, utilization review, restrictions on weekend and holiday admissions, claims control and administrative cost control.

3. The committee shall establish mechanisms, criteria, and procedures to require hospitals, doctors, and other providers of health care services to MCPS employees to measure outcomes of treatment, to demonstrate the quality of their care, and to disclose the cost of such care.

4. The committee shall analyze the efficiency of doctors, hospitals, and other providers of health care services to MCPS employees. For purposes of this Article, efficiency means favorable medical outcomes at reasonable cost. The committee shall publicize the results of the efficiency analysis so that MCPS employees become more knowledgeable consumers of health care services.

5. 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.

6. 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.

7. The Joint Committee will continue to meet to oversee the Early Retirement Incentive Plan and make additional recommendations to the Board of Education

**J. Flexible Spending Accounts**

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

**K. Child Care Referral Service**

The Board shall continue to provide for a child care referral service as recommended in the Child Care Committee Report at a level that is no less than currently provided.

L. Unit members planning to retire should contact the retirement counselor in the Division of Insurance and Retirement as early as possible

**ARTICLE 22  
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, MSTA, 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 Maryland Education Code, 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 Act. 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 Act, 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 benefits 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 the number of days actually worked during said year, rounded to the nearest month.

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 Maryland Education Code, 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 thirty (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 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 ten (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 ten (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 23 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, the balanced staffing policy of the school system will take precedence over the consideration of seniority, since each faculty unit should be appropriately balanced in terms of gender, race, ethnic background, age, and experience.

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

#### **B. Transfers and Job Fairs**

1. The voluntary transfer list will be discontinued and replaced with open, cluster Job Fairs 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 within the last two weeks in April. 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 Department of Personnel Services. 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 Department of Personnel Services will distribute to unit members an annual brochure describing transfer procedures, including timelines and telephone numbers to contact for information.

C. The voluntary transfer process will close temporarily at the end of the business day on the second Friday in June and will reopen following completion of comparable priority placements.

**D. Posting of Vacancies**

Each principal will post all full- and part-time vacancies electronically beginning with a limited posting the first week in June and a complete listing by the fourth week in June and continuing until August 15. The Department of Personnel Services will be responsible for monitoring the weekly updating of the list. The Office of School Administration will monitor the accuracy and timeliness of the vacancy list throughout the summer. Printed copies of the weekly vacancy list will be available during the summer at designated sites throughout the county. As priority placements in individual fields are completed, the Department of Personnel Services will provide notification of the reopening of the voluntary transfer process by subject and field.

**E. Twelve Month Pupil Services Job Postings**

Vacancies for psychologists, pupil personnel workers, and any other twelve-month position classified as pupil services 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

**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 Department of Personnel Services to principals with appropriate vacancies

**G. Monitoring Transfers**

The Department of Personnel Services will compile and provide information to the Office of School Administration 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. With the exception of the new schools opening in the 1998-99 school year, implementation of this revised voluntary transfer process will begin in the spring of 1998. Implementation of electronic mail features in this process will be phased-in as soon as feasible.

I. 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;
3. Personnel who are listed on a mid-year report; 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.

J. 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 they will have to take additional course work in order to become fully certificated in the field to which they are reassigned.

2. That a reasonable period of time, but in no case more than two (2) 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.

K. Principals will notify the Division of Staffing as soon as they have determined whom they will request for a given vacancy.

L. The Department of Personnel Services shall notify the unit member in writing and those concerned with the transfer when it is effected

M. No voluntary transfers will be effected after August 15 unless both releasing and receiving principals agree.

N. Whenever a unit member transfers, the effective date will be the first full pay period after the unit member is assigned to begin work.

## **ARTICLE 24 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 major or minor field of study will be considered significant factors. However, in the event that other significant factors are equal, a unit member's length of service will prevail except for the balanced staffing policy.

D. A unit member may grieve an involuntary transfer that is alleged to be based on arbitrary or capricious reasons.

E. 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.

F. When it becomes necessary for a unit member to transfer because of changes in enrollment or program, the Department of Personnel Services will give the transfer of the unit member priority in filling known vacancies.

**G. Priority Placements**

Priority placements (those unit members involuntarily transferred or returning from leave) will begin immediately after the second Friday in June and will continue until all placements are complete. 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. Priority placements whose initial placement did not meet their preference criteria will notify the Department of Personnel Services (DPS) 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.

H. 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 Department of Personnel Services 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.

I. When an involuntary transfer is necessary, an effort will be made by the principal and appropriate OSA Director to allow a unit member to voluntarily place themselves on the involuntary transfer list.

J. 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.

K. Vacancies will not be held or frozen because a principal is on leave. Involuntary placements will continue regardless of the availability of the principal.

L. 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 August 15, unless the two participating associate superintendents, principals, and the teacher agree to the change.

**ARTICLE 25**

## **TRANSFERS FROM SCHOOLS THAT ARE CLOSING**

A. Immediately following the board decision to close a school, a representative from the Division of Staffing shall contact the appropriate OSA director to arrange a meeting with all the staff of the school. The OSA director and representatives from the Division of 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 associate superintendent and director of personnel services, 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 Division of 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 OSA directors and the Department of Personnel Services 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 26 NON A-D 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 Department of Personnel Services 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 Department of Personnel Services.

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 Department of Personnel Services 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 27 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.

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. (See Appendix F for sample letter of request). 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 (1) semester of Unusual or Imperative leave without pay, or terminate their service with MCPS.

## **ARTICLE 28 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 (6) 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 (3) 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 twelve (12) years of creditable service will receive, in addition, one (1) month's salary for each year of creditable MCPS service up to a limit of six (6) month's salary.

b. Terminated unit members with tenure and twelve (12) or more years of creditable service will receive, in addition, one (1) month's salary for each year of creditable MCPS service up to a limit of twelve (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 (6) 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 (6) 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 Department of Personnel Services which that department will use in reductions in force consistent with the procedures and factors listed in this Article.

G. The offices of the deputy superintendent, special and alternative education, and personnel services 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 personnel 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 Division of Staffing. Unit members will also be informed to keep in close contact with a specific personnel representative.

J. After unit members involuntarily transferred and returning from leave have been placed, the Department of Personnel Services, utilizing the prepared list and following established procedures, will recall and reassign unit members terminated through reduction in force as appropriate vacancies occur.

## **ARTICLE 29 LEAVES**

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.

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. Anyone who lives regularly in the unit member's household shall also be considered immediate family.

**Planned Program for Professional Leave**--a program planned and approved by the university and the superintendent 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.

A. 1. 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 twelve (12) weeks in any fiscal year 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 twelve (12) weeks in each year.

2. 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.

3. 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.

#### 4. **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 sixty (60) consecutive duty days, a substitute may be employed and the position shall be held for the return of the unit member. Use MCPS Form 430-1 for short-term leave.

c. Unit members wishing leave in excess of sixty (60) consecutive duty days must use MCPS Form 430-9 for long-term leave without salary. Reassignment of a unit member will be made when the Division of Staffing determines a vacancy exists for which the unit member is qualified.

d. If the leave granted is 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. 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 Division of Staffing.

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.

## **B. 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 (1) day per month of assigned responsibility. Regular part-time unit members shall accrue sick leave in proportion to the time worked.
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 superintendent. Unit members are liable for all advanced sick leave.
5. **Extension of Sick Leave**--Upon written request of the unit member, sick leave for periods beyond the amount accrued and advanced and beyond the available annual leave may be extended at three-fourths the current salary rate by the superintendent. Unit members are not liable for extended sick leave.
6. **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.
7. **Disposition of Accumulated Sick Leave at Termination of Service**--At the time of his/her termination after five (5) years of service with the Montgomery County Public Schools, any unit member who has performed his/her duties satisfactorily shall receive termination pay at his/her current salary rate for one-fourth of this accumulated sick leave.
8. **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 (1) 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 personnel services if the unit member uses up to and including four (4) consecutive duty days. It is mandatory if the unit member uses sick leave for five (5) or more consecutive duty days.

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.

C. **Leave Without Pay, Personal Illness, or Family Illness**

The superintendent 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 (1) year. 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 up to twelve (12) weeks. Applications for leave must be submitted in writing to the appropriate official and forwarded with his/her recommendation.

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.

**D. 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.

**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 Division of Insurance and Retirement within forty-eight (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. The parties agree that it is not desirable for such individuals to receive greater salary (after taxes) while on workers' compensation leave than when they are on active duty. The Board shall provide a supplement to ninety percent (90%) of gross pay, in order to ensure that employees continue to receive full pay (after taxes). The Board agrees that in no case shall an employee receive less than full pay, except as provided for above.

5. Workers' compensation leave is approved by the Department of Personnel Services 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 (1) 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 twelve-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 twelve-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 twelve-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. **Accumulation of Annual Leave**

a. For any one year, a twelve-month unit member may carry forward up to, but not exceeding, ten (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 twenty (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.

4. **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 thirty (30) days.

5. **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.

6. **Use of Annual Leave in Conjunction with Maternity Leave and Adoption Leave** (see Section D).

#### 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 superintendent. An outline of a planned program must be submitted with the application for 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 one percent (1%) of the total number of professional employees.
- b. **Eligibility**--Unit members become eligible to apply for academic leave after they have served the Montgomery County Public Schools at least seven (7) 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 sixty percent (60%) 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.

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 superintendent. 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 superintendent for a period not to exceed one (1) year. The unit member must submit an outline of a planned program with his/her application for such leave.

a. **After Three Years of Satisfactory Service**

1. **Eligibility**--Unit members shall be eligible for a leave of absence for professional improvement after three (3) 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 (1) year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.

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 (1) 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 superintendent. The leave may then be rescinded by the Board of Education 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 (2) 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 (1) year of satisfactory service in the MCPS.

2. **Benefits**--Credit on the salary schedule for one (1) 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 superintendent. The leave may then be rescinded by the Board of Education 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 (2) 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, recommended by the appropriate official and approved by the superintendent.

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 pupils 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 Department of Personnel Services.

#### 4. **Leave to Attend Professional Meetings**

Upon written application in advance, and with the recommendation of the appropriate official, the superintendent 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 Training**

Upon written application in advance, the superintendent may grant a leave of absence not to exceed one (1) year for exchange teaching or for teaching in an overseas area. 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 (1) year of successful experience shall be granted upon verification of completion of one (1) year of satisfactory exchange or overseas teaching.

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

Leave up to two (2) full school years may be granted by the superintendent to a unit member for the purpose of teaching in a teacher training college or university. Any remuneration to be paid by the Board of Education to the unit member will be determined by the superintendent, in consultation with the unit member, prior to the time leave is granted. The total of the remuneration by the Board and the regular salary the unit member receives from the college or university shall not exceed the annual salary the unit member would have received had he/she remained in his/her present position in Montgomery County.

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**--A unit member on leave for teaching shall be treated as a full-time employee. The unit member's length of service and the right to receive salary increments shall be the same as if he/she had remained in the position he/she held when leave was granted. Sick or annual leave can be neither used or earned.

c. **Contractual Agreement**--A unit member on leave for teaching in a teacher training college or university shall agree to return to service in the Montgomery County Public Schools for at least a two-year period immediately following the leave of absence or reimburse the Board of Education for all monies paid to him/her or on his/her behalf.

d. **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 superintendent. 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 to reimburse the Board any monies paid to him/her or on his/her behalf.

e. **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 Leave**

1. Any unit member who will become an adoptive parent or who wishes leave for the purpose of caring for their child may be granted an unpaid leave of absence not to exceed eighteen (18) months. Such leave shall be renewable at the request of the unit member for an additional period not to exceed eighteen (18) months. In accordance with FMLA, leave shall be granted to a unit member for a period not to exceed twelve (12) weeks for the purpose of caring for his/her child, placement for adoption or foster care.

2. 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. The 60-day or 18-month period shall include the period of annual leave if used.

3. 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 or other appropriate official in writing at least thirty (30) duty days in advance.

4. 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.

5. In order to return from child care/adoption leave, the unit member shall submit a request in writing to the director of staffing at least one (1) month before the date the employee desires to be reassigned. 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 a FMLA leave will be reassigned to his/her original position, or to an equivalent position if the original position no longer exists.

J. **Military Leave** (Section 6-205 of the Annotated Code of the Public General Laws of Maryland, Education)

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 ninety (90) days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within ninety (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 ninety (90) days from the date of separation from such service or within ninety (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 which 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 13.A.07.02.03 of The Annotated Code, Education)

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 fifteen (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 twelve (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 fifteen (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 fifteen-day period specified above.

#### K. **Salary and Leave Benefits for Conscientious Objectors**

1. There are two classes of conscientious objectors:

a. Class 1-0 who does not enter the military service but fulfills his/her selective service obligation by working for twenty-four (24) months in an institution approved by the state in which he/she resides, and who is not entitled to veterans' benefits, and

b. 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.

2. 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.

3. 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.

**L. Leave for Family Bereavement**

A unit member shall be allowed a maximum of five (5) days of absence without loss of salary upon the death of a child, parent (natural, foster 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 (2) 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, 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.

**M. Political Leave**

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.

**N. Civil Leave for Juror or Witness Service**

Upon approval of the superintendent, 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.

**O. Compensatory Leave**

Unit members shall not earn or be granted compensatory leave.

**P. Leave for Emergency Closing of Schools and/or Central Office**

When 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 unit members on the E grade 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.

**Q. Leave for School Principals**

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.

**R. 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.

**S. Personal Leave**

1. All unit members may be granted up to three (3) 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 (1) 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 only when the immediate supervisor determines that adequate provisions for continuing the school program can be made. 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 staff development may be requested for reason from the school principal or appropriate official.
- c. The personal leave shall not be cumulative. However, unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

T. **General** - 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

**ARTICLE 30  
DURATION**

This Agreement shall be for the period beginning July 1, 1998, and ending June 30, 2001.

For the Board:

/S/

For the Association:

/S/

# Substitute Teachers' Contract

## PREAMBLE

Pursuant to the passage of Negotiations Law, Sections 6-401(c), 6-407(b), and 6-408(b) of The Annotated Code of the Public General Laws of Maryland, Education 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 Annotated Code, Education.
3. **Long-Term Substitute Position** -- A long-term substitute unit member is a substitute teacher who works a minimum of ten (10) 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 ten (10) 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 7 of these Substitute Articles.

4. **Short-Term Substitute Position** -- A short-term substitute unit member is anyone who works less than eleven (11) consecutive workdays in the same assignment on a day-to-day basis.

### **ARTICLE 3 PROFESSIONAL DEVELOPMENT**

The Board agrees that substitute teachers may participate in in-service courses on a space-available basis.

### **ARTICLE 4 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 who he/she is substituting or the duties and responsibilities necessary to fill the vacant position as determined by the principal. 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 associate 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.

D. A long-term substitute unit member will be granted emergency leave when schools are closed because of inclement weather or other emergency reasons

### **ARTICLE 5 SALARIES**

A. The rate of pay for short-term substitute teachers will be \$82.77 per day. 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.

B. The rate of pay for long-term substitute teachers will be \$111.19 per day. 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 retroactively be paid the difference between the short-term rate and the long-term rate for the first ten (10) duty days of

the assignment. If a long-term substitute teacher has a break in service that exceeds the contractual limits and returns to substitute for the same teacher, the rate of pay will revert to the short-term rate of pay; however, if the substitute teacher works ten (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 ten (10) consecutive workday period.

C. Each substitute teacher will be paid on the payday two weeks following the end of the pay period.

D. 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.

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

F. Long-term substitutes will be compensated at the stipend rate (currently \$12.75/hour) for each period that they are called upon to provide emergency class coverage during their scheduled planning time. Volunteers will be called upon first. Short-term substitutes who are called upon to provide emergency class coverage during the scheduled planning time for the teacher for whom they are substituting will be compensated at an hourly rate equal to one-seventh (1/7) of the daily rate for short-term substitutes.

## **ARTICLE 6 INSURANCE**

A. The Board agrees that the benefits contained in Article 21, Sections G, H, and K, and Article 11 of the Basic Agreement shall apply to substitute teachers. Substitute teachers shall be eligible to participate in any of the 403B plans offered by MCPS.

### **B. Retiree Substitute Teaching Plan**

Active employees who, upon retirement, agree to substitute teach the following year for a minimum of at least sixty (60) days shall continue to receive their pre-retirement Board premium cost-sharing percentage towards health insurance and shall continue to be covered by their pre-retirement life insurance amount. Upon successful fulfillment of the agreement, the terms may be renewed annually. Upon termination of the agreement, the retiree's level of life insurance coverage will revert to the level that would apply as a result of their actual retirement date. The program will be offered to current retirees as well, however the plan will not include supplemental life insurance. The overall program shall be for the term of the contract and shall be jointly evaluated by the parties prior to the expiration of the agreement.

## **ARTICLE 7 AUTHORIZED ABSENCES**

A. A long-term substitute teacher may be absent up to two (2) consecutive duty days for illness. Beginning with the third month of continuous service, long-term substitute teachers working full-time shall accrue additional unpaid leave for personal illness, at the rate of one (1) day per month. Regular part-time, long-term substitutes shall accrue unpaid 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 (4) days of absence upon the death of a child, parent (natural, foster 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 (2) 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 8 SUPPLEMENT**

Article 2 - School Board Authority  
Article 3 – Association Rights & Privileges  
Article 4 - Negotiation Procedure  
Article 5 - Grievance Procedure  
Article 6 – General  
Article 8 – Student Discipline & Behavior Management  
Article 9 – Physical Environments  
Article 10 – Personal & Academic Freedom  
Article 11 – Security of Staff, Students, and Property  
Article 20 Section D – Mileage  
Article 22 Section G – Representation Fee

The above referenced articles and sections shall apply herein.

## **ARTICLE 9 DURATION**

This addendum shall be for a period beginning July 1, 1998, and ending June 30, 2001.



## APPENDIX A

### Standards for Effective School Environments

The following appendix is an elaboration of the Effective School Environments Article of the Agreement. Items in this appendix are intended to be models and examples of best practices which schools should consider and discuss as they implement the agreement.

#### A. Effective School Environments:

##### **1. Have high and rigorous standards for what students should know and be expected to do**

- have high expectations for achievement of all students;
- expect students to share responsibility for their own learning;
- provide students with opportunities to give and receive ongoing feedback;
- encourage students to help each other and have high expectations of each other; and
- help students become active constructors of meaning rather than passive recipients of data.

##### **2. Promote active, multicultural, gender-fair, ability-sensitive, and developmentally appropriate learning:**

- value diversity;
- encourage students to engage in experiential learning in a context and environment similar to that in which the knowledge will be used;
- integrate bias awareness and prejudice reduction concepts and strategies into curriculum and school practices; and
- insure that learning is integrated and interdisciplinary so that meaningful connections across discipline are made.

##### **3. Use instructional methods and organize schools and classrooms to create environments that support learning:**

- ground instruction in educational research and professional practice;
- emphasize mastery of critical and complex thinking processes in addition to performance in basic skills;
- emphasize creative thinking, reasoning, group decision-making, visualizing solutions, persistence, curiosity and ingenuity;
- utilize a variety of approaches and grouping practices to increase students expectations for themselves and their peers;
- make instructional decisions that are based on students' learning styles, diversity, needs, experiences, and rates of learning; and
- create small classes and school configurations; maximize teacher/student interaction.

#### **4. Provide safe, respectful, and affirming environments for all:**

- recognize that school and community have a mutual responsibility for the development of this environment;
- develop a sense of community among students, parents and staff;
- implement a consistent student behavior plan as a whole school community;
- improve student behavior and self-esteem;
- use processes for mediating/ resolving conflicts;
- value and support human interaction that is caring, positive and supportive; and
- implement violence prevention curriculum and instruction.

#### **5. Actively involve families and other members of the community in helping students succeed:**

- welcome all families;
- ensure that families understand and support the goals of the school and the student;
- help families support the students' daily pursuit of educational objectives through homework and other learning activities;
- provide opportunities for families to develop understanding and skills in ways to assist their children's learning;
- provide a wide range of opportunities for families to be involved in the educational process in the school;
- create multiple ways to open/maintain communication with families;
- give families the opportunities to be involved in decisions about their own child related to school curriculum, instruction, planning, policy, and organization;
- develop trusting relationships where families and schools value their partnerships;
- collaborate with other public, private and non-profit organizations to meet the needs of each student; and
- have business, community organization, foundation and educational institution support for school initiatives.

#### **6. Provide useful feedback to students, families, staff ,and the district about student learning:**

- provide teachers with useful information in order to (1) successfully support student learning and development; (2) plan for group and individual improvement; and (3) communicate with parents;
- practice regular and frequent professional conversations among staff about effective practices and behaviors as well as promising new practices;
- integrate curriculum and instruction with learning outcomes;
- use timely and ongoing assessments to plan improved programs for individual students;
- recognize the individuality of learners and accommodate differences in style and rate of learning;
- use an array of tools and a variety of processes that are both formal and informal;
- rely on demonstrated performance during real activities as well as standardized tests;

- use information and feedback in a collaborative process involving students, teachers, teachers and parents, school and community.

### **7. Share decision-making and accountability for student success among all stakeholders:**

- recognize that all members of the school community play an important role in shaping education at their school site;
- make decisions closest to where implementation will take place;
- have a governance process that is participatory and inclusive;
- have clearly defined roles and responsibilities in the decision-making process;
- identify, assess, and provide skill development opportunities to continuously improve decision making processes at the site; and
- create a climate for staff collegiality and sharing of ideas for continuous improvement.

## **B. Comprehensive Approaches to Student Discipline and Behavior Management**

1. Comprehensive behavior management plans should include the collaborative development of:

- a school vision for human relations and conflict resolution in general and student conduct in particular;
- a student discipline policy;
- a crisis management plan; and
- a continuum of intervention options which includes with family involvement, classroom strategies, placement into external alternative educational programs for chronically disruptive students.

2. By utilizing a continuum of interventions, the circle of adults within a school community focuses on ways to:

- assist students to develop appropriate choices instead of unacceptable responses to conflict;
- set high expectations for students; and
- demonstrate predictable and reasonable consequences.

### **3. School Discipline Policies**

School discipline policies should be printed for the entire school each year and distributed to faculty on the first teacher work day of the school year and to students and parents within the first few weeks of the school year. Parents and students should be encouraged to sign and return copies of the school policy after they have received and reviewed it.

The policy should include a school's vision for human relations, dispute resolution and student conduct; explicit rules for student conduct; consequences of violating such rules; and responsibilities of parents, teachers, administrators and other staff. It should identify disruptive and inappropriate behaviors and consequences for such behaviors. Wherever possible, the policy should include pre-suspension options, alternative structures and community service options. It should include procedures for communicating with parents and be explicit about when parents are expected to participate in conferences. Local school policy must be in compliance with existing Board of Education policies.

#### **4. In-School Alternatives for Disruptive Students**

Comprehensive behavior management plans should create a continuum of interventions to deal with student behavior. These plans should also strive to include the use of counseling, psychological support, alternative structures, behavior contracts, and community service.

A continuum of interventions could include, but is not limited to:

- alternatives to suspension which delineate consequences for student behaviors;
- loss of privileges;
- Saturday school;
- earned privileges program; and
- alternative structure rooms/programs.

#### **5. Alternative Structure Rooms/Programs**

Alternative structure is based on three principles:

- students have ownership for the consequences they experience;
- schools must provide different environments and levels of support and structure to students experiencing emotional or behavioral difficulties; and
- students with emotional and behavioral difficulties can grow and learn in the appropriate environment.

Staff and administrators should work together to design effective behavior management strategies and curriculum for the room/program, and to coordinate appropriate staffing and procedures for the room. The room/program should be staffed with instructional assistants and personnel who have been trained in behavior management strategies proven effective in alternative structure

settings. Wherever possible, the alternative structure room/program should include a component of counseling and behavior modification involving a school psychologist or counselor appropriately trained to provide such counseling. Adequate support and staffing for such programs is critical to their success.

### **C. Family Involvement**

Family involvement in a child's learning is a critical link to achieve academic success and to ensure a safe and disciplined learning environment. The educational process includes quality learning at home, in school, and in the community. Family involvement can be achieved through a variety of efforts including, but not limited to:

- Effective two-way communication - with accommodations for special needs and limited English proficiency - between all parents, schools, and staff regarding school system policies and regulations, local school policies, and an individual child's progress;
- Activities to encourage parental volunteer opportunities in schools both in the classroom and in other areas of the school including attendance at local school programs and events;
- Information and programs for parents on how to establish a home environment to support learning and appropriate behavior; and on how they can assist their own children to learn; and
- Assistance to develop parental involvement in educational advocacy and leadership.

Consistent with this commitment, local schools are encouraged to:

- a. Provide for the development of parenting programs and materials, including the use of cable television, computer and electronic communications, pamphlets, adult education courses, parent resource centers, and programs designed to orient new parents to MCPS;
- c. Maintain and support with appropriate information and training parental volunteer opportunities;
- d. Work with businesses, organizations, and other government agencies which by their policies and activities can provide support and assistance for parental involvement efforts;
- e. Provide appropriate teacher and staff training to support effective parental involvement; conduct staff and parent training in ways to communicate and work together including problem solving, conflict resolution skills, and outreach strategies;
- f. Identify and publicize promising programs and practices related to parental involvement;
- g. Work with colleges and universities that prepare teachers and administrators to support the inclusion of school and family connections in their training programs;

- h. Develop methods to accommodate and support parental involvement for all parents with special needs including those with limited English proficiency and individuals with disabilities; and
- i. Develop mechanisms for local schools to use in order to assess the effectiveness of their parental involvement efforts.

## **D. Human Relations, Diversity and Conflict Resolution**

1. Schools and school staffs must take proactive steps to advance an environment of high expectation 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, student, parent, and community input and interagency collaboration must be critical factors in fulfilling this commitment.

### **2. Effective Human Relations Programs:**

- support a fair and positive work environment and equip unit members with the skills to value commonalities and differences among colleagues and students;
- provide training and education for unit members in cross-cultural communication and understanding and in best instructional practices for teaching a diverse population;
- support human relations teams in schools and units;
- provide opportunities for staff, students, parents, and community members to become aware of human relations concerns in the school and community and become actively engaged in working together to resolve those concerns;
- examine, revise, or design, as necessary, curricula, programs, and instructional materials to integrate multiculturalism, bias awareness, problem-solving, conflict resolution, and ethnic-, culture-, and gender-fair approaches to learning;
- promote a diverse workforce by making every effort to maintain a school system free of prejudice and illegal discrimination in all aspects of employment; and
- promote diverse representation on task forces, committees, commissions and other advisory bodies.

### **3. Conflict Resolution**

The Board and MCEA agree that the creation of safe, caring, and respectful learning environments can be advanced by :

- helping students deepen their understanding about interpersonal and social conflict;
- helping teachers establish an ongoing curriculum for their classrooms in self control, social participation, and human development;
- implementing data-driven, and research-based methods to promote social and emotional competency in young people;
- establishing peer mediation programs where students help mediate conflicts with other students;
- building social responsibility into the curriculum and day-to-day life in schools;
- adult modeling of appropriate problem-solving, conflict resolution and other social competencies.

Toward these ends, the parties agree to:

- jointly offer professional development opportunities for unit members which concentrate on the above-mentioned strategies;
- encourage the development of peer mediation and school-wide conflict resolution programs at all MCPS schools; and
- and to proceed expeditiously with the establishment of conflict resolution procedures for adult human relations disputes within schools.

**APPENDIX B**  
**National Staff Development Council Standards**

**CONTEXT**

- Effective staff development ...
  1. requires and fosters the norm of continuous improvement
  2. requires strong leadership in order to obtain continuing support and to motivate all staff, school board members, parents and the community to be advocates of continuous improvement
  3. is aligned with the school's and district's strategic plan and is funded by a line item in the budget
  4. provides adequate time during the work day for staff members to learn and work together to accomplish the school's mission and goals
  5. is an innovation in itself that requires study of the change process

**PROCESS**

- Effective staff development ...
  6. provides knowledge, skills and attitudes regarding organization development and systems thinking
  7. is based on knowledge about human learning and development
  8. provides for the three phases of the change process
    - initiation
    - implementation
    - institutionalization
  9. bases priorities on a careful analysis of disaggregated student data regarding goals for student learning
  10. provides a framework for integrating innovations and relating those innovations to the mission of the organization



11. requires an evaluation process that is ongoing, includes multiple sources of information and focuses on all levels of the organization
12. uses a variety of staff development approaches to accomplish the goals of improving instruction and student success
13. provides the follow-up necessary to ensure improvement
14. requires staff members to learn and apply collaborative skills to conduct meetings, make shared decisions, solve problems and work collegially
15. requires knowledge and use of the stages of group development to build effective, productive collegial teams
16. uses content that has proven value in increasing student learning and development

## **CONTENT**

- Effective staff development ...
17. enables educators to provide challenging developmentally-appropriately curricula that engage students in integrative ways of thinking and learning
  18. increases administrators' and teachers' understanding of how to provide school environments and instruction that are responsive to the developmental needs of children and youth
  19. prepares educators to demonstrate high expectations for student learning
  20. addresses diversity by providing awareness and training related to the knowledge, skills and behaviors needed to ensure that an equitable and quality education is provided to all students
  21. prepares teachers to use research-based teaching strategies appropriate to their instructional objectives and their students
  22. facilitates the development and implementation of school and classroom-based management which maximize student learning
  23. prepares teachers to use various types of performance assessment in their classrooms
  24. prepares educators to combine academic student learning goals with service to the community

25. facilitates staff collaboration and support of families for improving student performance
26. increases administrators' and teachers' ability to provide guidance and advisement to youth
27. increases staff's knowledge and practice of interdisciplinary team organization and instruction

## APPENDIX C

### **Memorandum of Agreement Professional Development Coordinating Council**

The Montgomery County Public Schools (MCPS) and the Montgomery County Education Association (MCEA) agree to create a joint collaborative work group -- five members appointed by MCPS and five members appointed by MCEA with an invitation to both the Montgomery County Council of Supporting Services Employees (MCCSSE) and the Montgomery County Association of Administrative and Supervisory Personnel (MCAASP) to participate with equal membership -- to create the framework for the operation of a professional development coordinating council. The council may include ex-officio representatives from MCPS units that provide professional development and training to schools/units.

Previous contracts between MCPS and MCEA established and maintained the joint Professional Development and Educational Improvement (PDEI) Committee to review the progress of staff development in MCEA. As we move toward an enriched partnership between MCPS and MCEA, PDEI will assume a revised role (upon ratification of this contract) during the remainder of the 1997-98 school year. PDEI members (both MCPS and MCEA) will join the Continuous Improvement Action Teams in developing recommendations for professional development in MCPS. MCEA members of PDEI will collaborate with MCPS on the implementation of contract agreements reached through the new interest-based bargaining process and ratified by MCEA and the BOE. Beginning with the 1998-99 school year, the roles, duties, and membership of PDEI will be replaced by the new Professional Development Coordinating Council (PDCC).

The council will review professional development and training to provide advice on how to maximize the efficiency and effectiveness of these efforts and to assure alignment with system priorities and customer needs. The council will use collaborative decision-making processes in its deliberations and in the making of recommendations.

Professional leave will be provided by MCPS to unit members for the monthly meetings of the council during the school year. For meetings held during the summer, all unit members other than twelve-month employees will be compensated at their SSE-teaching rate.

The council will:

1. Establish operational procedures for the council, including the decision-making process including terms of appointments.
2. Advise the Board of Education in establishing MCPS professional development priorities.
3. Review systemwide training and support for continuous quality improvement.

4. Review and coordinate the scheduling of professional development and training events to meet system priorities and customer needs.

The council will review and advise appropriate professional development providers/ managers regarding:

1. The professional development needs of schools/units and make recommendations to MCPS units that provide training to facilitate meeting customer needs.
2. The allocation of professional development and training resources and make recommendations to the deputy superintendent of schools.
3. Training programs, services, and support provided by MCPS units to schools/ units.
4. The use of a variety of professional development models. These components include, but are not limited to:
  - Peer coaching
  - Mentoring
  - Study groups
  - Action research
  - Collaborative planning and analysis of data
  - Participation in learning communities
  - Workshops and institutes
  - Courses
  - Technology assisted and distance learning
  - Competency mastery
  - Increased opportunities for educators to shadow or team with educational
  - Professionals in other MCPS capacities
  - Other professionally developed models
5. The way decisions are made about professional development. The attached chart, “Professional Development Decision-Making Parameters,” provides a framework for those decisions. The guiding philosophy is that decisions are best made closest to those who implement the decisions.

## Professional Development Decision-making Model

Decisions about professional development are made at district, cluster, school, and individual levels in alignment with system goals and priorities designed to improve student achievement. The attached chart, “Professional Development Decision-Making Parameters,” provides a framework for these decisions. The guiding philosophy is that decisions are best made closest to those who implement the decisions.

### Professional Development Decision-Making Parameters

Decision-Making Topic	BOE/Exec. Staff	Contract Negotiations	Professional Development Council	Clusters	Schools (LSG)	Individuals
Number of days allocated for staff development	Decide	Negotiate number	Advise BOE and teams			
Dates of days for staff development			Recommend for coordination	Decide		
Use of days for staff development			Advise	Recommend for Coordination	Decide	Align and decide
Funds for Professional Development	Decide on amount Allocate to clusters	Negotiate amount and purposes	Advise	Review allocation Allocate to school	Decide how to use	Propose
Professional Development Plan objectives	Set countywide objectives		Coordinate training initiatives Advise	Establish cluster priorities	Set school goals and objectives	Align and decide
Tuition reimbursement		Negotiate amount and procedures	Advise			
Mandated courses	Decide		Coordinate scheduling			Schedule
Data Collection for	Review data		Coordinate, analyze	Gather & interpret	Gather & interpret	Gather & interpret

CI			data and report			
LSG Process Training	Collaborate with Council		Collaborate with Exec Staff & coordinate delivery	Identify schools participating each year	Select training dates	Participate
CI Training	Collaborate with Council		Collaborate with Exec. Staff Coordinate training			
New Teacher Support	Collaborate with Council		Collaborate with Exec. Staff Coordinate training			
Articulate and communicate MCPS priorities	Consult with Council, decide, and disseminate		Advise BOE & Exec. Staff and provide dissemination support			

**APPENDIX D**  
**Unit Composition**

Position Code	Title/Teachers	Grade
0997	A & S Teacher	A - D
1020	Alternative	
1018	Athletic Director	
1057	Auditory Development Specialist	
1048	Auditory	
1013	Beginnings Teacher	
1022	Career Preparation	
1650	Child Development (Stephen Knolls)	
1001	Classroom (Grades 1-12)	
1045	Counselor	
1051	Counselor, secondary	
1049	Counselor, elementary	
1041	Diagnostic Prescriptive	
1056	Disadvantaged	
1017	EEEP – Teacher	
1039	Elementary General Music	
1037	Elementary Physical Education	
1038	Elementary Art	
1040	Elementary Instrumental Music	
1032	English for Speakers of Other Languages (ESOL)	
1101	Headstart	
1014	Infants/Toddlers Program	
1015	Instructional Support Teacher	
1036	Kindergarten	
1052	Media Specialist	
1025	Mont. Exceptional Leaders Program	
1044	Occupational Therapist	
1029	Orthopedic	
1660	Parent Educator (Adult Education)	
1162	Parent Involvement Specialist	
1016	PEP –Teacher	
1043	Physical Therapist	
1033	Reading	
1055	Secondary Resource Counselor	
1054	Secondary Resource Teacher	
1050	Special Assignment	
1034	Special Education	
1046	Special Education Resource Room	
1047	Special Education Transition	

1035 Speech and Language Pathologist  
 1603 Teacher Specialist, (Non-Rotating)  
 1602 Teacher Specialist, (Rotating)  
 1030 Vision  
 1021 Vocational Support Teacher  
 1163 Volunteer Specialist

Position

<u>Code</u>	<u>Title/Teachers</u>	<u>Grade</u>
0961	Architect for School Facilities	E
0824	Court Liaison Specialist	
0817	Dissemination Pilot Specialist	
0861	Education Services Specialist	
0800	Employee Assistance Specialist	
0812	Evaluation Specialist	
0868	Field Office Instructional Specialist	
0808	Instructional Assessment Specialist	
0832	Instructional Specialist (Rotating)	
0833	Instructional Specialist (Non-Rotating)	
0804	Instructional Specialist, ESOL	
0803	International Student Admin Specialist	
0809	NSF Math Project Specialist (MCC)	
0805	NSF Science Project Specialist	
0860	Program Services Specialist	
0845	Program for SED Specialist	
0935	Psychological Services Specialist	
0933	Psychologist	
0931	Pupil Personnel Worker	
0960	Site Administrator	
0821	SRI Liaison Specialist	
0932	Social Worker	
0839	Special Education Procedural Support Specialist	
0934	Staff Psychologist	
0875	Substance Abuse Prevention Specialist	
0905	Systems Analyst	
0802	Vision Services Specialist	

Position

<u>Code</u>	<u>Title/Teachers</u>	<u>Grade</u>
1096	Long Term Substitute (vacancy)	Substitutes
1098	Long Term Substitute	
1099	Substitute (Short term)	



**APPENDIX E**

**Health Plans**

**NEW HIGH-OPTION POINT-OF-SERVICE HEALTH PLAN DESIGN**

<b>BENEFIT SUMMARY</b>	<b>New High-Option -Of-Service Plan Point</b>	
	<b>Out-of-Network</b>	<b>In-Network</b>
Annual deductibles (individual/family)	\$200/\$400	not applicable
Routine office visits	not covered	\$5 co-pay
Medically necessary office visits	80%	\$5 co-pay
Minor surgery; lab work; home health care	90%	100%
Hospital services: (semi-private room rate)	90% 180 day max	100%
Ancillary hospital services	90%	100%
Hospital outpatient surgery & treatment	80%	100%
Well baby/child care	80%	100%
Childhood immunizations	80%	100%
In-patient mental health	100% - 180 day max	100%
Out-patient mental health: visits 1 - 5 visits 6 - 30 visits 31+	80% 80% 50%	100% 80% 80%
Annual out-of-pocket maximum	\$1,500 (i.e., plan pays 100% of eligible charges after you meet that maximum.)	not applicable

## **SIDE LETTER ON HEALTH PLAN ELIGIBILITY RULES**

The parties agree to the following changes in health plan eligibility rules.

### **1. Newborn Eligibility**

- The eligible enrollment period for newborns shall be increased from 30 days to 60 days after birth.
- Effective 7/1/99, MCPS shall generate a notice of newborn eligibility policy to all employees taking parental leave.

### **2. Effective Date of Coverage**

- Coverage shall be effective the first of the month following enrollment, provided enrollment is by the 20th of the month. Coverage for enrollment after the 20th shall begin the first of the second following month. (ex. enrollment date of January 25 shall result in coverage effective March 1). This change would not alter the existing deadlines for enrollment periods within 30-60 days of initial employment.

### **3. Overage Dependents**

Plan eligibility for overage dependents should be modified as follows:

- The upper age limit for all eligible dependents should be 23.
- Coverage shall be provided through the 30th day of September following the dependent's 23rd birthday.
- The plan should no longer provide coverage to dependent students over the age of 23.
- Dependent coverage from age 19 to 23 shall be dependent upon continuous enrollment in the plan by the dependent.
- Third party college verification of student status shall be eliminated. Coverage shall be based on eligible dependent criteria, not on student status (eliminating existing discrepancy in treatment of 19-23 year old students vs. non-students).
- Verification of eligible dependent status for dependents 19-23 shall be done annually, directly from the parents to MCPS.
- These changes should be effective September 30, 1998.
- Dependents over the age of 23 who have coverage as of the effective date shall be "grandfathered-in" and shall be eligible for continued coverage for 12 additional months, provided they continue to meet the current eligibility criteria for student status.
- MCPS shall begin providing multiple advance reminder notices during the summer of 1998 to parents of eligible dependents aged 18-23.
- Beginning July 1, 1998, MCPS shall provide termination notices at least 45 days prior to termination of coverage with respect to overage dependents.
- Falsification of dependent eligibility may be grounds for disciplinary action and may be referred to the Personnel Department for investigation.
- By July 1, 1999, MCPS shall provide all necessary COBRA notices and HIPAA coverage certificates.

**APPENDIX F**

**Sample Letter re: Reduction in Teaching Assignment**

Director of Staffing  
Montgomery County Public Schools  
30 West Gude Drive, Suite 250  
Rockville, Maryland 20850

Dear

I voluntarily request a reduction in my teaching assignment. I understand that if I accept a part-time assignment and I desire to have my hours increased at a future date, such a request could only be honored pending the availability of appropriate vacancies, the non-existing need to reassign full-time teachers, and the selection by an administrator.

I also understand that, as a part-time employee, continuance in part-time status cannot be guaranteed from one school year to another. A part-time employee must be willing to accept differing part-time percentages in order to maintain part-time status (i.e., .5, .6, .7). If part-time positions are not available, the employee must be willing to accept full-time or resign.

I further understand that as a part-time employee, in order to be considered for full-time employment, I must make application through the existing voluntary transfer procedures.

Recognizing fully the conditions as stated above, I hereby accept a \_\_\_\_\_  
position at \_\_\_\_\_.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX G

### Side Letter Regarding Early Retirement Incentive Plan

The Montgomery County Public Schools (MCPS) and the Montgomery County Education Association (MCEA) agree to the following terms for an Early Retirement Incentive Plan (ERIP).

The Board of Education agrees to offer an ERIP for eligible teachers electing to retire, effective July 1, 1998. This plan does not in any way change the Maryland State Teachers and MCPS retirement and pension programs.

Eligibility for the ERIP and the incentives granted are as follows:

#### A. Eligibility

1. Any unit member who is eligible for early retirement under the Maryland State Teachers and/or MCPS retirement or pension systems on July 1, 1998, and who retires effective as of that date, may elect retirement under the ERIP. Unit members eligible and approved for disability retirement may not participate in the ERIP.

#### B. Incentive for Early Retirement

1. MCPS shall pay an incentive at the choice of the retiree of either:

a. Equal once-a-year installments, the total of which is indicated under 2. below, to be paid out over as many years as he/she retired early, or

b. Reimbursement within 60 days of retirement of the cost to purchase out-of-state retirement credit on a 50/50 shared basis, not to exceed the amount indicated in 2. below. Employees selecting this incentive choice may receive a smaller payment under 2. below depending upon the cost to purchase such service. Employees electing this incentive choice must purchase such service prior to the effective date of retirement.

2. Incentives

a. A member retiring five (5) years early shall receive 60% of final salary.

b. A member retiring four (4) years early shall receive 50% of final salary.

c. A member retiring three (3) years early shall receive 40% of final salary.

d. A member retiring two (2) years early shall receive 30% of final salary.

e. A member retiring one (1) year early shall receive 20% of final salary.

3. Payment of Employee Benefit Plan

a. For those unit members who are eligible for continued coverage in the employee benefit plan, the Board of Education payment for the retiree's employee benefit plan will continue at the same rate as the last day of active status until the retiree reaches his/her normal retirement date, but not for more than five years. At that time, the payment will revert to the level paid by MCPS for non-ERIP retirees.

C. Procedures

1. Eligible employees wishing to participate in this Early Retirement Incentive Plan must complete both the State Teachers Retirement/Pension System application form and the ERIP application form and submit them to the MCPS Division of Insurance and Retirement prior to July 1, 1998. No applications for the ERIP benefit will be accepted after July 1, 1998.

2. If a threshold of 42 applicants is not met, no ERIP incentive benefits will be paid. Applicants will be notified by June 1, 1998 if the threshold has not been met, and will be free to either withdraw or proceed with their application for retirement at that time.

## **APPENDIX H**

### **Memorandum of Agreement Charge to the Professional Development Process Joint Work Group**

The parties to this contract agree to pursue Peer Assistance, Review, and Evaluation (PARE) within a broader context of increasing the MCEA responsibility for improving the quality of teaching and professional standards and improving student performance. The joint committee should consider the following elements as part of the professional development process:

- A peer mentoring program that can provide mentor teachers to work with first year teachers.
- A peer coaching program that enables career teachers to collaborate with colleagues for their own continuous improvement.
- A peer assistance, review, and evaluation (PARE) program where at-risk teachers can receive structured, productive, and time-limited interventions to improve performance.

The first task of this committee will be to develop and present to the Board of Education a peer assistance and evaluation system in conjunction with the work of the teacher evaluation system consultant.

The process for establishing this program will include the committee's looking at the following options:

1. MCPS and MCEA agree to collaboratively research the work of other school systems and organizations to develop and pilot a PARE program.
2. The purpose of PARE is to help teachers who are having difficulty to improve their teaching so that no teacher falls below a high standard of excellence without supportive intervention.
3. A joint panel that has a majority of MCEA appointed representatives oversees the PARE program. A distinguishing feature of the program is the fact that MCEA, in collaboration with MCPS, takes responsibility for implementing and overseeing the program.
4. Consultant teachers who work intensively with new teachers and teachers having difficulty are chosen by, and report to, an oversight panel.
5. Consulting teachers will be released from their teaching duties.

6. Teachers assigned to the PARE program receive assistance until the consultant determines that no further assistance is needed or worthwhile. At that time, the consultant makes a recommendation and documents that the teacher has made progress, or that the teacher is unlikely to make progress; this report goes to the teacher and the principal and becomes part of the teacher's evaluation record.
7. Contractual and legal rights of teachers assigned to the PARE program are honored.
8. Either the Superintendent or MCEA President may terminate the PARE program at any time, with 30 days notice to the other party. Financial resources to support the program are provided by MCPS.
9. This joint committee will consider budget implications and work through the budget process to make recommendations. This committee will consider alternate funding sources.

## **APPENDIX I**

### **Memorandum of Agreement Joint Work Groups**

#### **1. Joint Work Group on Local School Governance**

The parties agree to establish a Joint Work Group comprised of representatives of MCEA and MCPS. The Work Group will complete the following tasks prior to July 1, 1998:

- Details of the number of, training of, location of, duration of, and procedures for resolving deadlocked decisions of, the appeal committees;
- Design and implementation of an evaluation process;
- Training design and implementation;
- Distribution of information and procedures during the spring of 1998 regarding starting the QMC;
- Establishment of a process to decide which schools will receive money to start a QMC within the first two years;
- Application of the QMC process to other MCPS work sites comprised of MCEA unit members; and
- Development of waiver procedures.

The recommendations from this Joint Work Group will be presented to the Board and MCEA for their approval.

#### **2. Joint Work Group on New Duties and Responsibilities**

The parties agree to seek from the countywide liaison committees for special education, psychological services, and ESOL, and from the professional associations for pupil personnel workers and counselors, recommendations concerning their work schedules and duties and possible redefinition of job duties in the context of the changing MCPS student population.

#### **3. Employee Assistance Programs**

The parties agree to charge the Joint Employee Benefits Committee with reviewing the existing Employee Assistance Program and making recommendations for improvement of EAP and employee wellness services. The Committee shall report back to the parties no later than August 1, 1998.

#### **4. Joint Work Groups on Stipends**

The parties agree to establish a Joint Work Group on Stipends to recommend a set of criteria for allocation of Classification I stipend monies to schools. A second Stipend Work



Group will examine issues of “post-season” participation beyond the county level of non-athletic sponsors and the issue of whether there should be recommended minimum and maximum numbers of sponsors and participants in non-athletic activities. The Work Groups shall report back to the parties no later than October 1, 1998.

#### **5. Joint Work Group on Leaves**

The parties agree to create a joint Work Group on Leaves (MCEA and MCPS administration) that examines a variety of data on leave use. The charge of the work group includes, but not be limited to:

- Develop a data collection system on leave use that respects individual unit members’ rights to confidentiality and reports to individual schools and work locations
- Benchmark other school systems and employers to compare data and determine best practices
- Collect information from focus groups and surveys regarding the use of leave
- Make recommendations for contractual or non-contractual improvements
- Examine the impact of professional development activities on leave use.

#### **6. Joint Work Group on the Role of Pupil Service Professionals in Behavior Management**

The parties agree to convene a Joint Work Group to study and make recommendations about the role of MCPS pupil service professionals and other staff in school comprehensive behavior management plans. The Work Group will be convened immediately upon ratification of this contract, and would make its recommendations by September, 1998.

#### **7. Joint Work Group on Human Relations Practices**

The parties agree to establish a Joint Work Group to review and assess current human relations practices, and make recommendations regarding the design and implementation of systemwide mechanisms for use in all MCPS workplaces that provides for the prompt non-adversarial resolution of conflicts.

## Conversion Table 1

FY96-FY98 AGREEMENT		FY98-FY01 AGREEMENT		Page
	Preamble		Preamble	
	Definitions	Article 6	GENERAL	
	School Board Authority	Article 2	SCHOOL BOARD AUTHORITY	
Article 1	RECOGNITION	Article 1	RECOGNITION	
Article 2	NEGOTIATION PROCEDURE	Article 4	NEGOTIATION PROCEDURE	
Article 3	GRIEVANCE PROCEDURE	Article 5	GRIEVANCE PROCEDURE	
Article 4	MCEA-ADMINISTRATION LIAISON COMMITTEE	Article 7	LOCAL SCHOOL GOVERNANCE	
4(B), (C)	Meetings with the Board of Education and the Superintendent	Article 3	ASSOCIATION RIGHTS & PRIVILEGES	
Article 5	SALARIES & STIPENDS FOR EXTRACURRICULAR ACTIVITIES			
5(A), (B), (C), (D), (E)	Supplements for Resource Teachers, Athletic Directors, & Teacher Specialists	Article 18	SALARIES & SUPPLEMENTS	
5(F)	Kindergarten Teachers	Article 20	OTHER COMPENSATION	
5(G), (H), (I), (J), (K), (L), (M), (N), (O), (P)	Extracurricular Stipends	Article 19	EXTRACURRICULAR STIPENDS	
5(Q), (R)	Salary Schedules	Article 18	SALARIES & SUPPLEMENTS	
Article 6	WORKING HOURS AND WORK LOAD	Article 15	SCHEDULES & WORK LOAD	
Article 7	CLASS SIZE	Article 16	STAFFING	
Article 8	EDUCATIONAL SPECIALISTS	Article 16	STAFFING	
Article 9	MILEAGE	Article 20	OTHER COMPENSATION	

Article 10	UNIT MEMBER ASSIGNMENT	Article 17	ASSIGNMENTS	
Article 11	VOLUNTARY TRANSFERS	Article 23	VOLUNTARY TRANSFERS	
Article 12	INVOLUNTARY TRANSFERS	Article 24	INVOLUNTARY TRANSFERS	
Article 13	NON A-D POSITIONS	Article 26	NON A-D POSITIONS	
Article 14	EVENING HIGH SCHOOL	Article 20	OTHER COMPENSATION	
Article 15	SUMMER SCHOOL, SPECIAL EDUCATION, AND OTHER SUMMER INSTRUCTIONAL ACTIVITIES	Article 20	OTHER COMPENSATION	
Article 15B	CURRICULUM DEVELOPMENT	Article 20	OTHER COMPENSATION	
Article 16	UNIT MEMBER EVALUATION	Article 14	EVALUATIONS	
Article 17	FACILITIES	Article 9	PHYSICAL ENVIRONMENTS	
Article 18	ASSOCIATION RIGHTS AND PRIVILEGES	Article 3	ASSOCIATION RIGHTS & PRIVILEGES	
Article 19	LEAVES	Article 29	LEAVES	
Article 20	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	Article 13	PROFESSIONAL DEVELOPMENT IN A CONTINUOUS IMPROVEMENT SYSTEM	
20(F)	Salary Appeals Panel	Article 18	SALARIES & SUPPLEMENTS	
Article 21	PROTECTION OF UNIT MEMBERS, STUDENTS, AND PROPERTY	Article 11	SECURITY OF STAFF, STUDENTS, & PROPERTY	
Article 22	MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	Article 8	STUDENT DISCIPLINE & BEHAVIOR MANAGEMENT	
22 (I)	Emergency Communications	Article 9	PHYSICAL ENVIRONMENTS	

Article 23	PERSONAL INJURY BENEFITS	Article 11	SECURITY OF STAFF, STUDENTS, & PROPERTY	
Article 24	INSURANCE AND ANNUITY	Article 21	INSURANCE	
Article 25	PERSONAL AND ACADEMIC FREEDOM	Article 10	PERSONAL & ACADEMIC FREEDOM	
25 (E)	Non-Discrimination	Article 8 (I)	Human Relations, Diversity, and Conflict Resolution	
Article 26	BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES	Article 12	INSTRUCTIONAL MATERIALS & SUPPLIES	
Article 27	DIFFERENTIATED TEACHER RESPONSIBILITY AND FLEXIBLE STAFF ORGANIZATION	Article 16	STAFFING	
Article 28	DEDUCTIONS FROM SALARY	Article 22	DEDUCTIONS FROM SALARY	
Article 29	PART-TIME UNIT MEMBERS	Article 27	PART-TIME POSITIONS	
Article 30	PROCEDURES FOR REDUCTION IN PROFESSIONAL STAFF	Article 28	PROCEDURES FOR REDUCTION IN STAFF	
30 (E)	Joint Committee on Early Retirement	Article 21	INSURANCE	
Article 31	GENERAL	Article 6	GENERAL	
31 (G)	Balanced Staffing	Article 23 (A) Article 24 (C)	<i>Transfer Procedures</i>	
Article 32	IMPASSE PROCEDURES	Article 4	NEGOTIATIONS PROCEDURE	
Article 33	DURATION	Article 30	DURATION	
	SUBSTITUTE TEACHERS' CONTRACT		SUBSTITUTE TEACHERS' CONTRACT	

Appendix A	Final Report of the MCEA/MCPS Advisory Committee on Voluntary and Involuntary Transfers, Returning From Leave, Reductions in Force March 31, 1983	Article 6 Article 23 Article 24 Article 25	GENERAL <i>Transfer Procedures</i>	
	Professional Preference for Reassignment Form	<i>Not Reproduced</i>		
	Sample Letter re: Reduction in Assignment	Appendix F	Sample Letter re: Reduction in Assignment	
Appendix B	Your Benefit Plan	Article 21	INSURANCE	
Appendix C	Memorandum of Understanding Regarding Implementation of Article 28.G of Collective Bargaining Agreement Between MCEA and MCPS	Article 22	DEDUCTIONS FROM SALARY	
Appendix D	Grievance Form	<i>Not Reproduced</i>		
Appendix E	Unit Composition	Appendix D	Unit Composition	
Appendix F	Side Letter Regarding Dental Benefit Plans	Article 21 (D)(2)	Dental Plans	
Appendix G	Side Letter Regarding Early Retirement Incentive Plan	Appendix G	Early Retirement Incentive Plan	
Appendix H	Side Letter Regarding Full Retirement Incentive Plan	<i>Not Renewed</i>		

## Conversion Table 2

FY98-FY01 AGREEMENT		FY96-FY98 AGREEMENT		
	Preamble		Preamble	<i>Revised</i>
Article 1	RECOGNITION	Article 1	RECOGNITION	
Article 2	SCHOOL BOARD AUTHORITY		School Board Authority	
Article 3	ASSOCIATION RIGHTS & PRIVILEGES	Article 18	ASSOCIATION RIGHTS & PRIVILEGES	
Article 4	NEGOTIATION PROCEDURES	Article 2	NEGOTIATION PROCEDURES	
4(B)	Impasse Procedures	Article 32	IMPASSE PROCEDURES	
Article 5	GRIEVANCE PROCEDURE	Article 3	GRIEVANCE PROCEDURE	
Article 6	GENERAL	Article 31	GENERAL	
6(A)	Definitions		Definitions	
6(I)	Resignations	Appendix A (F)	Procedures for Resignation	
Article 7	LOCAL SCHOOL GOVERNANCE	Article 4	MCEA-ADMINISTRATION LIAISON COMMITTEE	<i>Revised</i>
Article 8	STUDENT DISCIPLINE & BEHAVIOR MANAGEMENT	Article 22	MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	<i>Revised</i>
Article 9	PHYSICAL ENVIRONMENTS	Article 17	FACILITIES	<i>Revised</i>
Article 10	PERSONAL & ACADEMIC FREEDOM	Article 25	PERSONAL & ACADEMIC FREEDOM	
Article 11	SECURITY OF STAFF, STUDENTS, AND PROPERTY	Article 21	PROTECTION OF UNIT MEMBERS, STUDENTS, AND PROPERTY	
Article 12	INSTRUCTIONAL MATERIALS & SUPPLIES	Article 26	BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES	

Article 13	PROFESSIONAL DEVELOPMENT IN A CONTINUOUS IMPROVEMENT SYSTEM	Article 20	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	<i>Revised</i>
Article 14	EVALUATIONS	Article 16	UNIT MEMBER EVALUATION	
Article 15	SCHEDULES & WORK LOADS	Article 6	WORKING HOURS AND WORK LOAD	<i>Revised</i>
Article 16	STAFFING	Article 7 Article 8	CLASS SIZE; EDUCATIONAL SPECIALISTS	
Article 17	ASSIGNMENTS	Article 10	UNIT MEMBER ASSIGNMENT	
Article 18	SALARIES & STIPENDS	Article 5	SALARIES & STIPENDS FOR EXTRACURRICULAR ACTIVITIES	<i>Revised</i>
Article 19	EXTRACURRICULAR STIPENDS	Article 5	SALARIES & STIPENDS FOR EXTRACURRICULAR ACTIVITIES	<i>Revised</i>
Article 20	OTHER COMPENSATION	Article 9 Article 14 Article 15 Article 15B	MILEAGE; EVENING HIGH SCHOOL CREDIT PROGRAM; SUMMER SCHOOL, SPECIAL EDUCATION, AND OTHER SUMMER INSTRUCTIONAL ACTIVITIES; CURRICULUM DEVELOPMENT	<i>Revised</i>
Article 21	INSURANCE	Article 24	INSURANCE AND ANNUITY	<i>Revised</i>
Article 22	DEDUCTIONS FROM SALARY	Article 28	DEDUCTIONS FROM SALARY	
Article 23	VOLUNTARY TRANSFERS	Article 11	VOLUNTARY TRANSFERS	<i>Revised</i>
Article 24	INVOLUNTARY TRANSFERS	Article 12	INVOLUNTARY TRANSFERS	<i>Revised</i>

Article 25	TRANSFERS FROM SCHOOLS THAT ARE CLOSING	Appendix A (D)	Additional Procedures To Be Followed for Transfer Of Staff From Schools That Are Closing	
Article 26	NON A-D POSITIONS	Article 13	NON A-D POSITIONS	
Article 27	PART-TIME POSITIONS	Article 29	PART-TIME POSITIONS	
Article 28	PROCEDURES FOR REDUCTION IN STAFF	Article 30	PROCEDURES FOR REDUCTION IN PROFESSIONAL STAFF	
Article 29	LEAVES	Article 19	LEAVES	
Article 30	DURATION	Article 33	DURATION	<i>Revised</i>
	SUBSTITUTE TEACHERS' CONTRACT		SUBSTITUTE TEACHERS' CONTRACT	<i>Revised</i>
Appendix A	Standards for Effective School Environments			<i>New</i>
Appendix B	National Staff Development Council Standards			<i>New</i>
Appendix C	Memorandum of Agreement: Professional Development Coordinating Council			<i>New</i>
Appendix D	Unit Composition	Appendix E	Unit Composition	<i>Updated</i>
Appendix E	Health Plans			<i>New</i>
Appendix F	Sample Letter re: Reduction in Assignment	Appendix A	<i>Transfer Procedures</i>	
Appendix G	Early Retirement Incentive Plan	Appendix G	Side Letter Regarding Early Retirement Incentive Plan	<i>Revised</i>
Appendix H	Charge to Professional Development Work Group			<i>New</i>
Appendix I	Charges to Other Joint Work Groups			<i>New</i>



## **INDEX**

[UNDER REVISION]

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