Master List of Changes to MCEA Collective Bargaining Agreement for 2017-2018 Current as of May 16, 2017

<u>Bold/Underscore</u> = New language <u>Red/Strikethrough</u> = Deleted language

Article 3 Association Rights and Privileges

D.

- 3. The Board will grant up to two hundred and fifty (250) days of Union Business Leave for use by MCEA members who are elected as representatives to the Annual Convention of the Maryland State Education Association (MSEA) for purposes of participating in the Convention, in years when the Board schedules the Friday of the Convention as an instructional day.
- J. The Association will have online access to the annual directory without cost to the Association, and 50 copies of each issue of the Advocate will be provided without cost to the <u>Office of Employee Engagement and Department of Association Labor</u> Relations.

Article 5 Grievance Procedure

- B. Purpose
 - 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. The Association shall be notified and/or provided the right to be present any time an adjustment is made as a result of the informal level discussion to ensure consistency with the Agreement.

C. Procedure

3. The grievant may be represented by himself/herself at the informal level and Level One or may request that MCEA (MCEA staff or building representative) be his/her representative. The grievant shall be represented by an MCEA representative at Level Two One and above.

Article 6 Collaboration

- E. Collaboration Among the Leadership of MCEA, Other MCPS Unions, and MCPS Leadership
 - The parties are committed to working collaboratively with representatives of the other employee organizations in a variety of structures and processes that have been created to address the priorities of MCPS. They include the following:

- d. Joint Professional Learning Committee (JPLC) A joint committee that provides for regular, ongoing discussions and monitoring of adult learning in MCPS, resulting in recommendations to the Superintendent. The committee will create a system-wide vision for on-going and future professional learning that maximizes staff's talents; proactively meets current and future workforce needs; addresses race, class, and implicit bias; and guarantees a quality educational experience for ALL students. The vision will articulate a focus on how professional learning enhances instruction and professional growth and improves the work lives and careers of all staff while enhancing MCPS' ability to attract, develop, and retain a talented workforce.
 - The membership of the JPLC will include the presidents (or designees) plus two (2) members from each employee organization and at least three key MCPS staff who are charged with the development and implementation of adult professional learning. Guests may be invited by the JPLC as needed without needing to alter the composition of the committee. The composition of the group may be expanded by mutual agreement of the parties. Members of this committee will have appropriate decision-making authority.
 - The charge of the JPLC shall include but not be limited to the following:
 - Shape MCPS Professional Learning Program: Through the review of research, consultation with experts, benchmarking with other districts, and internal best practices, the committee will make innovative recommendations for the design, implementation, monitoring, and evaluation of ongoing, high quality professional learning for all staff based on student needs and system priorities.
 - Track Education Workforce Research and Trends: Identify innovative
 professional learning models based on current and future education
 workforce research and trends while addressing the needs of ALL types of
 employees in the system.
 - Strengthen Stakeholder Partnership: Gather input and feedback from stakeholders in the development of a high-quality professional learning cycle and program offerings for all staff.

- Provide Value for All Staff: Make recommendations for the implementation of innovative and relevant professional learning opportunities to address the needs of staff, including an increased emphasis on entry-level workers, at-risk employees in transition, and early careers, through proactive job training and career support.
- Address Technology: Identify the different types of technology available to facilitate the charges above and ensure employees are trained to use them.
- Develop Communication Plans: Develop clear and comprehensive communication plans for all staff to understand the purpose, goals and outcomes of professional learning and its value in a self-renewing and continuously improving organization.
- Assess processes and programs: Assess the effectiveness of the adult
 learning initiatives, the use of technology, and the variety of programs
 offered, and make recommendations for revisions as necessary. The intent
 is to incorporate methods to evaluate and continuously improve
 professional learning in MCPS.
- 2. There are other committees in which the leadership of MCEA, MCPS management, and other employee organizations will work together to address the priorities of MCPS. They include the following:
 - a. Professional Learning Cross-functional Team—The charge of this committee is to support the system wide vision of professional learning that includes the design, implementation, and monitoring of ongoing, high quality professional learning for all staff based on student needs and system goals. The presidents or designees of each employee organization will serve on the Team and join designees from central services as identified in the approved charge statement. In addition, a subcommittee designed to focus on the professional learning needs of MCEA unit members, will operate to provide input to the full Cross-functional Team and will include three (3) to six (6) additional MCEA members.
 - a. Labor Management Collaboration Committee (Article <u>16</u>, Section F.6)
 - c. Career Lattice Joint Panel (Article 14, Section G 6, 7, 8, & 9).

3.

- d. Joint Employees Benefits Subcommittee (JEBC) (Article 22, Section ↓ H)
- 4. The ADC also is committed to addressing concerns about schools and other worksites with climate issues. This commitment requires the parties to take appropriate steps to deescalate situations in schools or other work sites and to collaborate with representatives of the other unions and the appropriate MCPS office to resolve issues quickly at the lowest level possible. This may require providing resources and supports to schools and work sites to help them address their climate issues. In the event existing structures intended to resolve climate issues are not successful at resolving a specific situation, MCEA and MCPS shall meet to create a specific plan to address and resolve the situation.
- 5. The parties are committed to using **annual** surveys that provide important feedback to offices and schools. [continued as in original]
- 6. The Board is committed to the principle of employees having meaningful participation in decision making at all levels of our school system. To that end, the parties agree to the formation of a joint work group including all three MCPS employee unions and the administration to determine ways in which such participation can best be achieved in non-school based departments and offices. The findings of the work group shall be reported back to the ADC committee for final consideration.
- F. Labor-Management Collaboration Committee
 - 2. The overall charge to the joint committee shall include, but not be limited to the following:
 - Interpreting and administering the implementation of the negotiated Agreement
 - Addressing Every Student Succeeds Act (ESSA) implementation matters that impact existing collective bargaining language, and more generally, working conditions not specified in the Agreement
 - Discussing any matters of mutual interest or concern and reaching tentative agreements on issues in a timely manner
 - Reviewing and assessing the effectiveness of collaboration between MCPS and MCEA
 - a. Councils on Teaching and Learning

5.

- " and professional development activities. All formal staff surveys
 administered by CTLs will be jointly developed with MCPS and survey results will be
 reviewed jointly by CTL leadership and MCPS staff before being distributed. Any new
 systemwide assessments will be presented to and discussed with the CTL prior to any
 final decision on implementation."
- 6. During the term of this agreement, the committee will consider the following collaborative projects determined by the parties to be of high priority.

d. The parties agree to examine and make recommendations as to how to best recruit and retain highly qualified teachers at high need schools. The Board further agrees to commit money for the purpose of piloting the recommendations agreed to by the parties. If the parties cannot agree on recommendations for a pilot, MCEA and MCPS will meet to negotiate how the money could be used to support high need schools.

Article 7 General

[Move Paragraphs B, C, F, G, and H to new Article 31 (Miscellaneous)]

Article 8 School Quality and Improvement

- A. Staff Involvement in Decision Making
 - 2. School Leadership Teams
 - a. Every school leadership team is expected.......The leadership team will include the elected faculty representative. In order to build the leadership capacity of all team members and to distribute leadership across the team, MCPS and MCEA strongly encourage school leadership teams to frequently rotate roles such as meeting facilitator, agenda setter, and note-taker, etc. The leadership team will develop a process by which the agendas are collaboratively developed by the leadership team members.
 - (5) Scheduling models that affects the whole school
 - (9) Creation and evaluation of central holding or dismissal plan.
 - b. Communication and Openness

School leadership teams will operate in an open manner and their decision-making processes will be communicated to all staff. The elected faculty representative and other MCEA unit members on the leadership team serve as communicators and liaisons with the school's faculty. Meetings of school leadership teams should be open to any interested staff <u>as observers</u>. [continued as in original]

h. School Triad Team

Each school shall have a school Triad Team (Triad) which includes the principal, Elected SEIU Representative (ESR), and Elected Faculty Representatives. The purpose of the Triad is to form a team that regularly works together to enhance the collaborative processes and collaborative decision-making at the school. Records of the Triad Committee meetings shall be maintained at the school and shall include Triad decisions, resolutions, action steps and/or other communiques to staff. Such material shall be available to the union and the administration upon request.

3. Grade-level and Department Teams and Committees

School leadership teams and administrators will identify the goals of the work that needs to be accomplished by teams/departments and committees, as reflected in the within the context of school improvement school improvement plans.

- Expectations and parameters outlined for teams, departments, and committees should be collaboratively established between teams and school leadership. This should include who needs to may attend meetings, and what needs to be accomplished through the meetings, and what information will be communicated between stakeholders.
- Teams, departments, and committees will determine, in accordance with Article 16, Section C.7
 - How and when they will accomplish this work the work gets accomplished, including but not limited to agendas, action items, communication of the work to stakeholders,
 - when and where they will accomplish this work.
 - who needs to attend individual meetings to support this work, including but not limited to the media specialist, staff development specialist, reading specialist, and math content coach.

This decision is These decisions are contingent on teams being able to meet the expectations identified by the school leadership team.

- When teams are unable to accomplish the work as identified by the school leadership team, the principal or designee will **provide the team with written feedback regarding concerns with the work of the team and** determine
 - when the team will meet they will accomplish the work,
 - who needs to attend individual meetings to support this work, including but not limited to the media specialist, staff development specialist, reading specialist, and math content coach.
 - how the team will communicate its progress to stakeholders.

Every effort will be made for the principal and the team leader to agree on the timeline of supports and intervention by administration for the purpose of having the team return to governing the work themselves as quickly as possible.

- B. Shared Responsibility for Student Achievement and Student Improvement
 - 3. The Board of Education, administrative and supervisory staff, and teaching staff are ultimately held accountable by the public for student performance. The No Child Left Behind Act of 2001, approved in January, 2002, requires schools to demonstrate adequate yearly progress in achieving state standards for the school as a whole and for designated categories of students. Schools that do not meet adequate yearly progress may be subject to state school system interventions.

C. Staff Involvement in District Interventions to Improve Performance

The No Child Left Behind Act of 2001 significantly changes the role of the federal government in education. Similarly, the Maryland Bridge to Excellence in Education Act increases the role of the state government. Both pieces of legislation are based on the principle of accountability, requiring school districts and individual schools to meet specific standards for school achievement. Those schools that are not able to meet these standards may be subject to intervention imposed by either Montgomery County Public Schools or by the Maryland State Department of Education.

When MCPS intervenes in a school to provide intensive assistance to improve performance, school staff will participate in the intervention and improvement process.

- 1. The deputy superintendent will notify MCEA when an intensive intervention is needed.
- 2. MCEA will collaborate with MCPS in developing intervention plans for individual schools to ensure staff ownership of the improvement process.
- 3. MCPS will provide a reasonable opportunity for all unit members to participate in developing an improvement plan that addresses the problems identified by the profile data.
- 4. The principal, school leadership team, staff development teacher, and the Office of School Support and Improvement (OSSI) will work to ensure that the school's plan for professional development is integrated with and driven by the improvement plan and is communicated to all staff.
- 5. The OSSI will facilitate ongoing communication with MCEA and with the entire staff throughout the process of developing a new direction/improvement plan for the school.
- 6. Schools identified for Comprehensive or Targeted Support and Improvement shall have unit members on required school-based teams who are elected by the unit members at the school.

Article 9 Student Discipline and Behavior Management

- C. School Discipline Policies
 - 1. Each school shall annually develop and adopt a local school discipline policy with the involvement of all school community stakeholders and in accordance with the existing MCPS policy on Student Rights and Responsibilities. The development of the school discipline policy will be coordinated and ratified by the school leadership team and will include engagement of stakeholders such as or the school's designated decision-making process that includes parents and students where when 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 use of the Student Code of Conduct is 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 <u>restorative practices</u>, peer mediation, <u>and</u> conflict resolution, <u>and student courts</u> be incorporated into the discipline policy and into school practice.

- E. Dealing with Disruptive Students
 - 3. A unit member may temporarily remove......will confer with the teacher regarding the decision. Any change to a student's behavior management plan will be communicated to all impacted teachers.

Article 10 Physical Environments

- C. Facilities
 - 9. Every effort will be made to provide unit members with a quiet and, when needed, private work area for planning and other related duties.
 - 10. The parties recognize that moving between classrooms and work locations is a necessary part of school district operations. Providing as much notice as possible when a unit member must move is a goal that the district and association share.

 When it is deemed necessary for a unit member to move, unit members will be provided the opportunity to discuss the move and the reasons for it. To the fullest extent possible, support will be provided to assist unit members with moves. This includes, but is not limited to, activities such as: transporting instructional materials, moving furniture, handling of special equipment, and set up. Appropriate moving materials and supplies will be available to unit members.

Article 13 Instructional Materials and Supplies

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. Unit members cannot be required to spend personal funds for classroom materials or supplies.

Article 14 Professional Development

A. DEVELOPING AND RETAINING HIGHLY QUALIFIED TEACHERS

MCEA and MCPS agree that quality teaching is a complex job that requires knowledge, skill, preparation, and commitment. The Elementary and Secondary Education Act (No Child Left Behind Act of 2001) (NCLB) now requires that all school districts employ only "highly qualified" teachers, as defined by the Act. The Elementary and Secondary Education Act also imposes additional specific "quality" requirements on elementary and secondary teachers. To meet the federal quality standards, particularly with regard to schools of greatest need, we agree that a focus on effective teaching must be a top priority of MCEA and MCPS. To be effective with a

diverse and challenged student population, teachers need a significant repertoire of skills, strategies, and practices derived from research about teaching and student learning and the knowledge to match these skills to student instructional needs.

We acknowledge that incentives may be needed to encourage highly qualified teachers to join or remain in the workforce at our high needs schools. One of the best incentives for teachers is to understand that they will be joining a professional learning community, working with colleagues who are willing and able to collaborate with them and support their growth. MCEA and MCPS recognize the significant leadership that teachers provide in the improvement of instructional practice and school quality. Teachers work collaboratively with colleagues and administrators to design job-embedded professional development which is focused on student achievement, their own professional growth, and the advancement of their profession. We will develop and encourage innovations in professional development and teacher leadership that allow our best teachers to lead and coach colleagues for educational improvement.

Lastly, we acknowledge that National Board for Professional Teaching Standards Certification—the teaching profession's highest distinction—is one of the ways that new and experienced teachers educators can demonstrate that they meet NCLB's definition of "highly qualified." accomplished teaching. We commit to developing a support system that will encourage and sustain applicants and reward recipients of National Board Certification. Improving student learning and achievement is the goal for all educators as teachers, principals, and other administrators collaboratively plan professional development. All training and development activities are directly aligned to support student outcomes and system goals. The best strategy for improving teaching and learning is building the capacity of a school to function as a learning community in which professional development is job embedded and is supported with sufficient time and resources. This comprehensive professional program, collaboratively designed, implemented, and assessed, becomes the cornerstone of all district operations.

G. Career Lattice Program

[Delete entire section]

Article 16 Schedules and Work Load

- 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 2.5 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 2.5 hours per month (e.g, Recertification of IB programs, special programs, etc.) as determined by the principal in collaboration with the leadership team, after consultation with the faculty.
 - 4. Part-time employees may be required to attend meetings and other activities at a ratio proportionate to their allocation. The employee and the principal will meet to determine which meetings and activities the employee will attend. Part-time teachers are not required to attend a meeting on their non-work day. A part-time teacher is

not required to attend a meeting scheduled to begin more than one hour before their duty day or more than one hour after their duty day.

- 7. Middle school and elementary school teaching teams Teams,

 departments and committees and their administrators will collaborate in establishing team meeting schedules that facilitate meeting student needs and effective implementation of the program of instruction.
- 9. The parties agree that Maryland School Assessment, and High School Assessment, and the Partnership for Assessment of Readiness for College and Careers (PARCC) testing schedules...(continue as in original)
- D. Elementary School Schedules

1.

- c. Teams will determine when they will meet during the workday. This decision is contingent on teams being able to adhere to parameters identified by school leadership teams. When teams are unable to identify meeting times that adhere to the outlined parameters, the principal or designee will determine when the team will meet. Parameters outlined for teams may include who needs to attend meetings and what needs to be accomplished through the meetings. Parameters must take into account the other duties assigned to teachers and the requirement to provide a minimum of 3 hours and 45 minutes for individually managed planning and work.
- g. Planning time for part-time teachers will be pro-rated based on FTE in accordance with Appendix C.
- E. Staff Involvement in School Decisions About Scheduling
 - 1. School staff will participate in decisions to change the structure of the student da<u>v</u>. (Continue as in original)
- H. The work year for unit members identified in this Section includes two days (16 hours) not scheduled in the school calendar that shall be used as described in Section $\frac{1}{2}$ K of this Article (continue as in original)
- L. Pre-Service Days
 - 1. Unit members assigned classroom responsibilities shall have at least two days scheduled prior to arrival of students each fall during which time the unit member will be allowed to prepare his/her room and materials. The full day(s) may be split into half-day blocks by mutual agreement between the principal and the bargaining unit staff of the school. No other meetings or duties shall be required of the unit member during the two day period.
 - 2. In addition to (1.) above, and within the scheduled pre-service days, building administrators will, at the request of special education teachers, make every reasonable effort to provide up to an additional one-half day prior to the arrival of students for

preparation for their caseload, as long as such time does not conflict with scheduled professional development or other mandatory staff meetings.

O. Duties

- 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. <u>With the</u> <u>exception of the Maryland Meals for Achievement (MMFA) program, Uunit members</u> will not be required to perform breakfast, lunch, or lunchtime recess duties...[continued as in original]
- 7. Dismissal Duty In order to minimize the loss of after-school planning time, elementary schools where there are ongoing issues with late buses (more than 10 minutes late <u>from the end of the student day</u>) will utilize a centralized holding and dismissal program for students waiting for late buses, or late pick-ups, or students returned to school. The leadership team will determine the central holding plan before the beginning of the school year. Should no central location be available, then a dismissal plan will be developed by the leadership team. The goal of the plan is to minimize the impact on teacher planning time. The plan will be shared with all staff no later than the last day of pre-service week.

P. Coverage

5. For scheduled long term leave, teachers will not be required to provide more than one week of daily lesson plans. In the event the teacher of record leaves under an emergency circumstance, no daily lesson plans will be required beyond the currently prescribed emergency sub plans.

T. Impact Statements

- 4. To the fullest extent possible and reasonable, opportunities for participation in decision making about school system initiatives will occur during the beginning all stages of development and implementation.
- U. The Board will make every reasonable effort to reduce paperwork for special educators and ESOL teachers by taking steps, where possible, such as the elimination of redundant paperwork, implementation of the auto-population of fields when transferring data from OASIS to OSS.

Article 17 Staffing

F. Substitute Coverage

2. For those schools with only one media specialist, the principal has the authority to administratively decide to provide a fully qualified media substitute or, if not available, a qualified substitute within the appropriate level from the professional list. For those elementary schools in which media specialists provide regularly scheduled instruction, a substitute may be hired for days on which such instruction is scheduled.

Article 18 Assignments

B. 1. Principals will strive to assign teachers in the areas in which they are certified and experienced and where they meet highly qualified status as defined by the NCLB requirements. When unavoidable assignments for which the teacher would not be designated highly qualified under NCLB are to be considered, the principal and the teacher will first meet to discuss options to, and potential impacts of, the potential assignment. If the involuntary transfer window is still open in the subject area of the teacher, the teacher may request to be placed on the involuntary transfer list. If such assignment is made, it shall be made for one year at a time, and the same process must be followed if it appears unavoidable again for the subsequent year. If the voluntary transfer season is still open, the teacher may pursue a voluntary transfer, and the Office of Human Resources and Development will provide assistance in identifying vacancies for which the teacher would meet the highly qualified requirements. If prior to August 1, OHRD identifies a qualified new hire who meets the NCLB highly qualified definition for the assignment, the incumbent teacher may volunteer to be involuntarily transferred to a position for which he/she is highly qualified, and the new teacher may be placed in the assignment for which he/she meets the highly qualified requirements.

Article 19 Salaries and Supplements

A. Salaries

1. a. The salary schedule effective July 1, 2014-2017 is:

	ВА	MA/MEQ	MA/MEQ+30	MA/MEQ+60
1	\$49,013	\$53,997	\$55,583	\$57,020
2	\$49,770	\$54,903	\$57,241	\$58,679
3	\$51,262	\$57,017	\$59,445	\$60,938
4	\$52,801	\$59,211	\$61,733	\$63,284
5	\$54,383	\$61,492	\$64,110	\$65,721
6	\$56,479	\$63,858	\$66,578	\$68,251
7	\$58,653	\$66,318	\$69,143	\$70,880
8	\$60,910	\$68,871	\$71,805	\$73,608
9	\$63,255	\$71,523	\$74,568	\$76,442
10	\$65,691	\$74,276	\$77,439	\$79,384
11		\$77,136	\$80,420	\$82,441
12		\$80,106	\$83,516	\$85,615
13		\$83,191	\$86,732	\$88,911
14		\$86,392	\$90,071	\$92,333
15		\$88,983	\$92,773	\$95,104
16		\$91,654	\$95,557	\$97,957
17		\$94,403	\$98,423	\$100,895
18		\$97,235	\$101,376	\$103,924
19		\$100,154	\$104,418	\$107,041
20		\$100,154	\$104,418	\$107,041
21		\$100,154	\$104,418	\$107,041
22	-	\$100,154	\$104,418	\$107,041
23		\$100,154	\$104,418	\$107,041
24		\$100,154	\$104,418	\$107,041
25		\$102,407	\$106,768	\$109,449

- Unit members who are 'off-scale' (Codes 50, 51, 52, 55, 60, 65) shall have their salaries increased by the same percentages (1.5%, 2%, 2%) on the same dates (11/29/14, 10/3/15, 9/3/16) as the salary schedules above 1.0% on July 1, 2017.
 - 3. Payment of Salary Step Increments Notwithstanding the provisions in Section 2 above, for Fiscal Years 2015, 2016, and 2017, a<u>A</u>ll employees—hired on or before January 31st of the prior fiscal year—who are eligible for a step increase and have an additional step available on the applicable schedule above, will move up one step from their current

step-each fiscal year of this agreement on the following effective dates: on the appropriate anniversary date during FY18.

- a. DuringFY15 steps will become effective November 29, 2014
- b. During FY16 steps will become effective October 3, 2015
- c. During FY17 steps will become effective September 3, 2016
- d. Effective March 4, 2017, all employees who missed a step increase in FY 2012 due to the negotiated deferral of step increases, or who had their hire in rate adjusted back one step based on the non-payment of the FY12 steps, shall advance one additional step on the salary schedule, not to exceed the maximum step of the range.

It is acknowledged that some employees missed a step increase in FY2012 due to the negotiated deferral of steps, or had their hire-in rate adjusted back one step in FY2012. The Board and the Union have an ongoing commitment to negotiate with regard to this issue.

B. Supplements

7. Lead Teachers

[Delete entire section and re-number current subsections 8-13 as 7-12]

C. Stipends

- 5. Gradebook Advisors Gradebook advisors in a school shall receive an annual stipend of \$750 the first year that Edline is established in the school. After the first year, Gradebook advisors shall receive an annual stipend of \$500.
- 7. Career Lattice Joint Panel School-based bargaining unit members who serve on the Career Lattice Joint Panel shall receive an annual stipend of \$1,000 from MCPS. The representatives shall receive the stipend in a lump sum, payable in the month of June, for the prior school year. MCEA shall be responsible for providing the Office of the Chief Operating Officer with a list of eligible members.

[Re-number current 6 as 5, and current 8 as 6]

Article 20 Extracurricular Stipends

B. Classification I \$14.50 \$15.00 — Since many of the elementary and secondary schools of Montgomery County have varying emphases in their programs, limited funds are budgeted for a variety of activities involving working with students which are not included in the other classifications for which a set stipend has been assigned. Activities the school will conduct in this classification must be defined in a job description which will include the time frame anticipated for the activity. The principal in approving the activity and selecting the sponsor will authorize the hours to be paid, which may not exceed 100 hours for each activity. Plans for activities in this class shall be forwarded for approval to the community superintendent along with the plans for activities in all other classes.

C. Classification I-A, Intramural (Co-Ed) Senior High School (\$1,750 \$1,810-\$2,100 \$2,175) – 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 \$\frac{1,750}{1,810}\$ stipend 126 hours to 150 hours \$\frac{2,100}{2,175}\$ stipend

I. The hourly rate for the stipend program will be \$14.50 \$15.00 per hour.

K. Extracurricular Activities

NONATHLETIC STIPENDS	School <u>Level</u>	<u>Stipend</u>
Instrumental Music Director	Middle	\$1,275
Jazz Ensemble Director	Middle	\$1,050
Competitive Marching/Pep Band	High	\$2,475
Marching/Pep Band Director	High	\$1650
Pep Band Director	High	\$900
Instrumental Music Director	High	\$2,550
Music Theater Director	High	\$975
Choral Director	Elementary	\$1080
Choral Director	Middle	\$1,500
Choral Director	High	\$1,397
Debate Coach	High	\$3,375
Drama Director (one production)	Middle	\$961
Drama Director (two productions)	Middle	\$3,990
Drama Director	High	\$5,055
Enrichment Activities (3-L14)	Elementary	\$375
Enrichment Activities (3-L16)	Elementary	\$375
Flag/Majorette and/or Rifle Team	High	
Sponsor (Separate sponsor)		\$2,250
(Band Director sponsor)		\$1,275
Forensics Coach	High	\$3,375
It's Academic	High	\$1,500
Marching Band Pre-Season	High	\$960
Math Olympiad Coach	Middle	\$1,425

Mathletes	High	\$1,755
Mock Trial Program	High	\$1,350
Newspaper Advisor	Middle	\$1,500
Newspaper Advisor	High	\$3,375
Outdoor Environmental Ed Organizer- -(Elementary Schools w/ Gr 6 Students)	Elementary	\$300
Outdoor Environmental Ed Organizer	Middle	\$600
Safety Patrol	Elementary	\$2,865
Senior Class Advisor	High	\$3,750
Junior Class Advisor	High	\$2,625
SGA	Middle	\$3,150
SGA	High	\$4,050
Stage Director	Middle	\$750
Stage Director	High	\$4,995
Student Service Learning (SSL)	Middle	
Projected Enrollment:		
Up to 500 - SSL (Small)	Middle	\$1,035
501 to 1,000 - SSL (Medium)	Middle	\$1,241
1,001 to 1,500 – SSL (Large)	Middle	\$1,552
Yearbook Advisor	High	\$3,375

ATHLETIC STIPENDS	School <u>Level</u>	<u>Stipend</u>
Softball (Co-ed) (Corollary)	High	\$1,725
Assistant Athletic Director	High	\$4,725
Assistant Game Manager	High	\$2,430
Athletic Coordinator	Middle	\$2,715
Baseball Jr. Varsity	High	\$2,955
Baseball Varsity	High	\$4,470
Basketball Ticket Manager	High	\$1,170
Basketball Scorer/Timer (Boys)	High	\$630
Basketball Scorer/Timer (Girls)	High	\$630
Basketball Scorer	Middle	\$240
Basketball Timer	Middle	\$240
Basketball (Boys)	Middle	\$1,230
Basketball (Boys) Jr. Varsity	High	\$3,540
Basketball (Boys) Varsity	High	\$4,808
Basketball (Girls)	Middle	\$1,230
Basketball (Girls) Jr. Varsity	High	\$3,540
Basketball (Girls) Varsity	High	\$4,808
Bocce (Coed) (Corollary)	High	\$1,725
Cheerleader – Plan I	High	
 Fall – Large Varsity Split (2 Sponsors) 		
- Sponsor 1		\$2,303
- Sponsor 2	High	\$2,303
Cheerleader – Plan II		
- Fall - Varsity	High	\$2,490
 Fall – Junior Varsity 		\$1,957
- Winter – varsity		\$1,973

Corollary Sports Facilitator	High	\$2,070
Cross Country (Coed)	High	\$3,615
Cross Country (Coed) Assistant	High	\$3,390
Cross Country (Coed)	Middle	\$953
Diving Coach – Countywide (2)	High	\$3,090
Field Hockey Jr. Varsity	High	\$2,580
Field Hockey Varsity (Girls)	High	\$3,645
Football Ticket Manager-1 ea high school	High	\$1,005
Football - Four assistants	High	\$5,160
Football - Head coach	High	\$5,958
Gen. Athletic Event Ticket Manager	High	\$2,460
Golf (Coed)	High	\$1,965
Gymnastics Club (Girls)	High	\$1,965
Indoor Track (Coed)	High	\$3,495
Indoor Track (Coed) Assistant	High	\$3,240
Intramural Coordinator	Middle	\$900
Intramural Director	Middle	\$930
Intramural Director (Coed)	High	\$570
Lacrosse Varsity (Boys)	High	\$3,270
Lacrosse Varsity (Girls)	High	\$3,270
Lacrosse (Boys) Jr. Varsity	High	\$2,550
Lacrosse (Girls) Jr. Varsity	High	\$2,550
League Coordinator (five for the County)	Middle	\$540
Night Game Manager	High	\$1,636
Pole Vault Coach – Countywide (2)	High	\$2,550
Pompons	High	\$3,675
Soccer (Boys)	Middle	\$1,215
Soccer (Boys) Jr. Varsity	High	\$2,850
Soccer (Boys) Varsity	High	\$3,750
Soccer (Girls)	Middle	\$1,215
Soccer (Girls) Jr. Varsity	High	\$2,750
Soccer (Girls) Varsity	High	\$3,750
Softball (Boys)	Middle	\$1,155
Softball (Girls)	Middle	\$1,155
Softball (Girls) Jr. Varsity	High	\$2,955
Softball (Girls) Varsity	High	\$4,470
Swimming & Diving	High	\$3,225
Team Handball (Co-ed) Corollary)	High	\$1,725
Tennis (Boys)	High	\$3,255
Tennis (Girls)	High	\$3,330
Ticket Manager: Countywide Athletic	High	
Events Track Assistant (Cood) (Us to 2 noncell col)	110 ala	\$3,000
Track Assistant (Coed) (Up to 3 per school)	High	\$3,690
Track Head Coach (Coed)	High	\$4,005
Volleyball (Boys) Varsity	High	\$3,465
Volleyball (Coed) Varsity	High	\$3,465
Volleyball (Girls) Jr. Varsity	High	\$2,565
Volleyball (Girls) Varsity	High	\$3,525
Weight Training Director (Coed)	High	\$1,350
Wrestling Jr. Varsity	High	\$3,960
Wrestling Varsity	High	\$5,175

Article 21 Other Compensation

F. Moves Between Work Places

<u>Classroom teachers (.5 FTE and above) whose full assignments are changed from one or more work locations to one or more other work locations are eligible for up to six (6) hours of compensation at the Tier Two rate of pay for moving.</u>

ARTICLE 22 INSURANCE

B. Medical Plans

The Benefit Plan shall include the following options:

- 1. Two Point-of-Service (POS) plans with differentials between in-network and out-of-network plan designs (or other future carriers awarded contracts through the MCPS bidding process) will remain from July 1, 2017, through December 31, 2017. Effective January 1, 2018, there will be one (1) Point –of-Service (POS) plan.
- 2. HMOs Health Maintenance Organizations

Three Health Maintenance Organization plans, including both network and staff model HMOs (or other future carriers awarded contracts through the MCPS bidding process) will remain from July 1, 2017, through December 31, 2017. Effective January 1, 2018, there will be two Health Maintenance Organizations.

3. The Board agrees to pay the dominant share of premiums in accord with the schedule and provisions below.

A. Base Premium Cost Sharing Formulas

	7-1-2014	Effective 1/1/2015	Effective 1/1/2016
HMO plans	95/5	92/8	88/12
POS plans	90/10	87/13	83/17
Dental, Vision, Rx & Life	90/10	87/13	83/17

Implementation of the changes effective 1/1/2016 shall be dependent upon implementation of the wellness incentives below.

B. Wellness Incentives

<u>Health Risk Assessments (HRAs)</u> – <u>Effective 1/1/16</u>, MCPS will pick up an additional 1% of the premium for employees who complete an online Health Risk Assessment by the established deadline.

<u>Biometric Screenings (BMSs)</u> - <u>Effective 1/1/16</u>, MCPS will pick up an additional 1% of the premium for employees who complete and submit the results of standard lab tests of blood work by the established deadline.

C. Smoker Rates

Effective 1/1/16, aAnnual plan enrollments will include a signed attestation as to whether the employee or spouse on the benefit plan is a smoker or a non-smoker. A non-smoker is defined as someone who has not used tobacco products during the prior twelve month period. Plan participants who are smokers shall pay a premium surcharge of an additional 3%. Effective 1/1/17, spouses on the benefit plan will also be covered by this provision. Effective January 1, 2018, if either the employee or spouse is a smoker, the employee shall pay the premium surcharge of 325%. Plan participants who falsely attest to being a non-smoker will be subject to a penalty which will be noted on the enrollment form. The penalty applied would be \$2,500 and would be payroll deducted. An employee shall attest to any changes to the smoker status for self or spouse during the plan year, which will result in removal of the imposition of the surcharge.

- The closed Point-of-Service (POS) Plan benefit levels shall be discontinued effective January 1, 2018. remain the same, except as specified. This plan shall remain closed to employees hired after January 1, 1994. The current premium cost-sharing formula is 85% paid by MCPS and 15% paid by the unit member. The premium cost sharing formulas for the closed POS plan shall be changed by the same amounts as applied to other plans, with the employee share increasing by 3% effective 1/1/15 and an additional 4% effective 1/1/16.
- 5. **Doctor Visit Co-Pays** Doctor visit co-pays will be adjusted as provided in the following table:

Plan	Providers	Effective 7/1/17 to 12/31/2017	Effective 1/1/2018
POSs	Primary Care Physicians	\$15	<u>\$15</u>
	Specialists	\$20	<u>\$25</u>
HMOs	Primary Care Physicians	\$10	<u>\$10</u>
	Specialists	\$15	<u>\$20</u>

C. **Supplemental Plans**

3. **Prescription Drug Plans**

b. The prescription drug co-payment schedule will be:

DRUG CLASS	Retail 30 day supply		Domestic Mail Order 3-month supply	
Generic Drugs	\$5	<u>\$10</u>	\$5	<u>\$10</u>
Brand Name, Formulary List Drugs	\$20	<u>\$25</u>	\$20	<u>\$25</u>
Brand Name, Non- Formulary, no generic equivalent	\$ 35	<u>\$40</u>	\$ 35	\$40
Brand Name, Non- Formulary, generic is available	\$35 plus the difference	\$40 plus the difference	\$35 plus the difference	\$40 plus the difference

Disease Management —

- Phase 1 Effective 1/1/16, p Diabetes Management Program Plan participants diagnosed with diabetes, who participate in one of the plans' Diabetes Disease Management programs will have their co-payments waived on diabetes medications and test strips for the following calendar year as long as they maintain their participation in the diabetes management program and use their medications prescribed to treat diabetes without missing any days. Phase 2 JEBC to consider and recommend incentives for additional value-added disease management programs.
- 2. Cholesterol Control Compliance Effective January 1, 2018, plan participants diagnosed with high cholesterol, who participate in one of the plans' cholesterol control compliance programs will have their co-payments waived on related medications for the following calendar year as long as they maintain their participation in the program and use medications prescribed to treat their cholesterol without missing any days.
- 3. Hypertension Control Compliance Effective January 1, 2018, plan participants diagnosed with hypertension, who participate in one of the plans' hypertension control compliance programs will have their co-payments waived on related medications for the following calendar year as long as they maintain their participation in the program and use medications prescribed to treat their hypertension without missing any days.

F. Domestic Partner Coverage

The plans will be closed to enrollment of new domestic partners effective 7/1/14. Coverage will no longer be provided for domestic partners as of 1/1/15.

GF. Tax Deferred Annuities & Deferred Compensation Plans

Unit members will be eligible to participate in the currently available tax advantaged salary deferral (403b and 457) plans. The forms for the necessary reduction of annual salaries shall be available online and at the Employee and Retiree Service Center (ERSC).

In order to improve the current defined contribution retirement savings plans for the benefit of current and future participants, the parties agree that the plans will be put out for bid during 2015 for changes to be effective 1/1/16. The goals of the bidding process will include: 1) reducing fees currently charged to plan participants, 2) increasing the transparency of fees being charged, and 3) providing participants with access to independent investment advice. The parties agree to continue to work through the advisory committee to establish an oversight structure for the defined contribution plans, to include representatives of the employee organizations as is currently done with the Retirement and Pension System Board of Investment Trustees.

HG. Joint Employee Benefits Committee

H. Flexible Spending Accounts

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

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

<u>JI.</u> Unit members planning to retire should contact the Employee and Retiree Services Center as early as possible.

Article 23 Deductions from Salary

- G. 2.
 - b. Pursuant to Section 6-407 (c) (2) of the Education Article of the Annotated Code of Maryland, the representation fee "may not exceed the annual dues of the members of the organization." Such members' annual dues include payments earmarked for MCEA and its state and national parent organizations, the Maryland State Teachers Education Association ("MSTA MSEA") and the National Education Association ("NEA"), respectively, and the representation fee will be determined with respect to this three-tiered structure.

Article 24 Voluntary Transfers

- B. 1. Open Job Fairs will be held in the spring second semester of each year....."
- H. Transfers will not usually be approved for—
 - 1. personnel who are in their first two years of employment in the bargaining unit;

- 2. personnel who are requesting transfer out of their field of preparation and certification; or to a position for which the teacher would not be highly qualified as defined by NCLB requirements;
- 3. personnel who are included in the PAR program for the following year by the PAR Panel; and 4. an individual completing his/her fourth semester of employment, who has all effective ratings on his/her most recent evaluation, will be allowed to participate in the job fairs and in the voluntary transfer process.

Article 25 Involuntary Transfers

 A unit member's length of MCPS service, area of competence and experience, <u>and</u> major or minor field of study, <u>and highly qualified status as defined by NCLB requirements</u> will be considered significant factors in the involuntary transfer process.

Article 27

I. Professional Recognition

The Board and the Association recognize that the nature of the jobs performed by members of the unit employed in 12-month positions in the central and field offices is such that work beyond the customary 40-hour work week is often required. The Board recognizes that professional staff in the positions described above will exercise professional judgment in determining when the needs of the school system permit them to attend to personal business of relatively brief duration during normal working hours without using leave for those absences from the work site. Personal business may include, but is not limited to, private appointments, lab tests, parental obligations, household appointments, emergency household demands, or other personal business. Unit members wishing to exercise this privilege will communicate their desire to access this privilege and supervisors will give favorable consideration to this request unless the supervisor has a reasonable basis for doing otherwise.

The parties agree that this privilege is to be used occasionally and is not for regular or frequent use. The parties also recognize that unit members will not overuse these privileges and the Board, at the appropriate supervisory level, retains the right to deny such privileges to any unit member whose pattern of absences from work appears inconsistent with the performance of his/her duties in the highly professional manner expected of all unit members. It is agreed that the substance of this section is subject to the grievance procedure, but not to the arbitration procedure.

Article 28 Part-Time Positions

B. A part-time unit member shall be eligible on a proportional basis for all the benefits enjoyed by a full-time unit member. The workweek for part-time teachers will be prorated based on FTE in accordance with Appendix C.

Article 30 Leaves

C. Sick Leave

10. Family Crisis Leave Bank

- a. The parties agree to the establishment of a Family Crisis Leave Bank to allow employees to assist immediate family members during serious illness/injury situations when the employee has exhausted all available leave.
- b. All rules and guidelines governing donations to and uses of family crisis leave bank shall be established by mutual consent of the parties.
- c. Changes may be made by mutual agreement only.
- d. The Board agrees to provide 200 days of leave for initial seeding of the bank.
- e. The parties are committed to full implementation of the bank no later than January 1, 2018.
- I. Child Care/Adoption and Long-Term Family Leave
- [New] a. The Board agrees to provide two days of paid child birth leave
 for hospital stay to an employee giving birth to a child during the employee's
 work year. This leave will not be charged against the employee's accumulated
 sick leave.

[re-letter current a-i as b-j]

O. Leave for Emergency Closing of Schools and/or Central Offices

When all schools are closed because of inclement weather or other emergency reasons, all unit members on salary grades A-D are automatically granted emergency leave. In school years when there are more emergency days lost than permitted by the school calendar, those excess days must be made up at times specified by the superintendent.

Ten-month PPWs and school psychologists house in school-based offices may request to use the teleworking option on days when schools are closed due to emergency situations, consistent with expectations for teleworking. This request may be made in anticipation of an emergency closing. Other 12-month unit members are expected to report for duty when schools are closed, or take annual leave, unless the superintendent has announced that the central office is closed. When an individual school is closed because of local emergency conditions, individual unit members in the school may be required to work if they are needed —

[balance of section remains the same]

12-Month Unit Members

<u>During emergency school closings when administrative offices are open, 12-month</u> unit members may choose one of the following options:

• Report to work as scheduled

- Request the opportunity to flex the arrival/departure time based on the stated circumstances
- Take personal or annual leave without prior approval
- Request permission to use unscheduled telework with pay if the unit member has appropriate resources and technology to complete sufficient and appropriate work that can be done at an alternative site. The request to use such teleworking shall be made to the appropriate supervisor at least one hour prior to the scheduled time to report. Such requests shall be favorably considered unless the supervisor has a reasonable basis for doing otherwise. The supervisor may request a summary of the work completed. A supervisor may deny such teleworking based on evidence of misuse by the unit member or to meet identified school system needs. Examples of situations where teleworking may apply include, but are not limited to, the following:
 - When weather conditions prohibit a unit member from traveling from his/her home to the worksite
 - O When the work site is inaccessible
 - When the work site is without electricity, heat, water, or is experiencing other facility emergencies.

Article 31 Miscellaneous

[Place current Article 7, Paragraphs B, C, F, G, and H here and re-letter as A-E]

Article 32 Duration

- **A.** This agreement shall be for the period beginning July 1, 20147, and ending June 30, 201720.
- B. The parties agree to limited negotiations related to Article 19, Salaries and Supplement, during FY2018 and FY2019 of this Agreement.

Agreement to Side Letters

During the summer of 2017, MCPS will assure that current 12-month OCTO instructional specialists whose positions are being eliminated will have access to at least 10 days of work at their current daily rates of pay. The schedule for this work will be determined by the employer.

The parties agree to jointly commission a study of individual and collaborative planning time that will inform future practices in MCPS. The study will examine approaches to planning across the county, state, nation, and world to yield best practices and innovative models of school scheduling that result in maximum planning time in service of increased student achievement.

Substitute and HHT Changes:

Contract / Section	Contract Changes February 14, 2017						
Subs Art.	C. Time for required training will be made available during a regularly assigned and						
4, Section	compensated work day. If this is not possible in order to meet required deadlines then						
C (New)	substitute teachers will be compensated for the necessary time at the short-term hourly rate.						
C (New)	Online training that cannot be completed during scheduled work time will be compensated for						
	the number of minutes designated for the module.						
Subs Art.	_	The daily rates of pay for substitute to					
7, Section			July 1, 2017				
A			Certificated	Non-			
				Certificated			
		Short-Term	\$ 133.70	\$ 126.35			
			\$135.04	\$127.61			
		Long-Term	\$190.43	\$180.31			
			\$192.33	\$182.11			
		Long-Term >45 days in single	\$206.43	\$198.34			
		assignment	\$208.49	\$200.32			
Subs Art. 6 New Sections	paychecks shall include the dates, school names, and hours worked for that pay period, if the Labor Management Collaboration Committee determines that the new MCPS payroll system can accommodate such information. A. Facilities In order to permit freedom of access during a substitute assignment, a substitute will, as needed for their work, be provided access to the classroom, lounge, teachers' workrooms, restrooms, and through interior hallway gates. B. Due Process						
		(New Section, Contract Language	Same as in Original)				
HHT Art. 2, #3	3. Home and Hospital Teacher (HHT) – A teacher employed temporarily and/or sporadically in the Department of Interim Instructional Services to provide instructional services to a public school student who is unable to function effectively in the classroom setting due to the student's medical, physical, or emotional condition.						
HHT Art 3,	The committee will be co-chaired by an HHT representative and the director/designee of the						
Section B		partment of Interim Instructional Serv	•	·	-		
HHT Art 3,		The CJC will study the possibility of a ti		_	of-marking		
Section D	per	iod bookkeeping, payment for travel t	time, payment for ac	dditional training, m	ethods for		
	ass	igning students, and methods of reack	ning COMAR standar	ds, and make timely	4		
	recommendations. (Re-letter the subsequent sections.)						

HHT Art.	D. Time for required training will be made available during a regularly assigned and				
4, Section	compensated work day. If this is not possible in order to meet required deadlines then HHTs				
D (New)	will be compensated for the necessary time at the regular hourly rate. Online training that				
	cannot be com	pleted during schedule	ed work time will be con	npensated for the number of	
	minutes design	nated for the module.			
HHT Art 5,	C. MCPS and M	ICEA recognize the nec	essity importance of inte	eraction and communication	
Section C	among the HH	T and the student's clas	sroom teacher(s) to mee	et the educational needs of the	
	student and m	aximize instructional tir	me. -Classroom teachers	and HHTs should establish	
	mutually agree	able times and method	ls to discuss the student'	s program.	
HHT Art 6,	A. Hourly rate	s of pay for home and I	nospital teachers are:		
Section A		Effective .	July 1, 2017		
		Certificated	\$30.87 <u>\$31.18</u>		
		Non-Certificated	\$29.53 <u>\$29.83</u>		
	K. Any HHT wh	o works a minimum of 3	15 hours during a semeste	er shall receive a bonus of \$450 at the	
	conclusion of the semester. Any HHT who works a minimum of 175 hours during a semester shall receive				
	a bonus of \$250 at the conclusion of the semester. These bonuses shall not be additive.				
HHT Art	G. Home and hospital teachers will have the option of direct deposit of their paychecks.				
6G					

Delete: Appendix C (all three Letters of Agreement)

Insert as new Appendix C the part-time teacher chart