

Dear MCEA Member:

Finally, a tentative agreement is ready for ratification!

This document provides the details of the tentative agreement between the Montgomery County Education Association and Montgomery County Public Schools for FY2021 and FY2022. After more than a year of contract negotiations, MCEA secured more than 100 substantive changes, and made scores of updates to the contract to align with current practices and current terminology.

This tentative agreement represents MCEA's broad vision and growing strength.

Comprised of members from across every level and a wide range of job categories, the contract negotiations team was bolstered in their work by the engagement of more than 5,000 rank-and-file members who took action to draw attention to our key demands. Together, we demonstrated our commitment to lifting up our profession, our students, and our communities with contract changes that will make a tangible improvement for us all. We held firm to our principles throughout negotiations and later mediation, and as a result we have a tentative agreement that truly serves the common good.

The tentative agreement needs our ratification vote.

This tentative agreement has been recommended by the MCEA Board of Directors and the Representative Assembly. It is now time for all members to review the changes and decide on ratification.

How to read this document:

This document includes all the contract language that was deleted, added, or changed; if existing contract language is being carried forward with no amendment to its section of the contract, it is not included here. (Please refer to the 2018-2020 [contract](#) to see portions of that agreement that will carry forward with the tentative agreement.)

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Changes may not always represent new policies or procedures, but instead have been written to amend the contract to align the language with current practices, policies and terms used.

The numbering of articles and sub-articles will be subject to revision following ratification in order to organize the contract logically and for ease of use.

Following ratification, our work continues!

No contract negotiation wins us all the improvements we seek. We still must fight for the restructuring of our salary scale and other needed changes. The budget discussion for any potential wage adjustments in FY2021 will continue and there will be a reopening of the contract to consider salary adjustments for FY2022. In addition, a new contract bargaining team will be forming this spring, with negotiations to begin in the fall of 2021.

Stay tuned for opportunities to become involved in the months ahead. Our collective effort and unified voice win us the changes we seek. Together we are union strong!

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MCEA/MCPS Tentative Agreements by Article

TA #	Tentative Agreement Language
Article 4: Negotiations	
1.	<p>A. 1. Twelve months prior to the expiration of the Agreement, 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 facilitators, and/or observers, tentative Agreement procedures, <u>communications to the press and public</u>, expense sharing of third party neutrals, and procedures for joint union bargaining (if agreed upon). The parties may also discuss and establish other procedures.</p> <p>1. 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.</p> <p><u>D. Impact Negotiations</u></p> <ol style="list-style-type: none"> 1. <u>MCEA retains the right to invoke negotiation procedures when unilateral changes to working conditions occur.</u> 2. <u>Upon MCEA's request, MCPS will begin impact negotiation proceedings within ten duty days of the date of the initial request.</u> <ul style="list-style-type: none"> • <u>An alternate timeline can be mutually agreed to in writing by both parties.</u>
Article 6: Collaboration	
2.	<p>A. MCPS is committed to creating organizational structures and processes that solidify the collaborative relationship between MCPS and the teachers' <u>unit members'</u> representative organization, MCEA, so that all <u>to ensure</u> the parties will <u>are able to continue to</u> work together to do what is best for students.</p>
3.	<p>A. We define collaboration as a process in which partners work together in a meaningful way and within a time frame that provides a real opportunity to shape results. The purpose of the process is to work together respectfully to resolve problems, address</p>

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	<p>common issues, and identify opportunities for improvement. To be successful, the collaborative process must be taken seriously and be valued by both parties. The process must be given the time, personal involvement and commitment, hard work, and dedication that are required to be successful. <u>Collaborative, shared decision-making brings people together who then share responsibility for needed changes and accountability for results.</u> The partners will identify and define issues of common concern, propose and evaluate solutions, and agree on recommendations. <u>The collaboration process does not supersede the legally mandated obligations of the parties such as the duty to bargain.</u></p>
4.	<p>The Board of Education and the superintendent agree to meet with the Association's Board of Directors at mutually agreed upon times to discuss matters of interest and concern. The Association's Board of Directors will submit items to be included on the agenda five working days prior to the meeting. 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 administration of this Agreement.</p>
5.	<p><u>50% of all MCEA unit members on any MCPS determined/central office-based committees or workgroups will be selected by MCEA elected leadership consistent with internal procedures.</u></p>
6.	<p><u>C.</u> Organizational Culture of Respect</p> <p>1. The parties are committed to fostering an organizational culture of respect throughout the school system <u>based on the principles set forth in Appendix B of this Agreement.</u> This culture is built on the belief that all employees are essential for the school system to attain equity and excellence for all students. To accomplish this there must be a SYSTEMWIDE commitment to foster this organizational culture of respect and there must be accountability at all levels of the organization. The parties recognize this collective bargaining relationship is essential to enhance this culture. The organizational culture of respect is based on the following principles:</p>
7.	<p>One way to ensure this culture [of respect] exists throughout MCPS is through the full implementation of the Teacher <u>Professional</u> Growth System. <u>"The goal of the PGSs is to ensure that, through continuous improvement, all employees accomplish the duties and responsibilities of their jobs at a high level of performance, and share accountability for the success of all students" (MCPS Board of Education policy GJA-RA).</u> Professional development plans and employee recognition are important components of this system. In addition, all employees are expected to provide and receive feedback constructively and respectfully. There will be a commitment to resolving issues and problems at the lowest level possible without applying blame.</p>
8.	<p>3. <u>When MCPS has a plan to disseminate information to the broader Montgomery County community (e.g. parents, students, and/or other stakeholders), the</u></p>

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	<p><u>information shall first be shared with MCPS employees. When it is impossible to share the information with staff before disseminating the information to the broader community, MCPS will share the communication with all staff immediately afterward (within 24 hours).</u></p>
9.	<p>D. Commitment to Equitable Practices in the Workplace</p> <p>1. The Board of Education and the Association are committed to equitable practices for the achievement of all students. Our commitment to equitable practices and diversity is reflected in the school system’s core values and beliefs. In order to be successful, the parties expect all staff <u>are expected</u> to respect individual and group differences and to recognize that diverse opinions, perspectives, experiences, and backgrounds <u>to</u> help MCPS attain the high expectations we have for all students.</p>
10.	<p>E.- Collaboration among the Leadership of MCEA, Other MCPS Unions, and MCPS Leadership</p> <p>1. 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:</p> <p>2. Associations/Deputy Superintendents/Chief Operating Officer/<u>Chief Academic Officer and Chief of School Support and Improvement</u> (ADC) — A joint committee that provides for regular, ongoing discussions and decision making on matters germane to the employee organizations and management. The membership of ADC includes the president and executive director of each of the employee organizations, the deputy superintendent, and the chief operating officer, <u>the chief academic officer, and the chief of school improvement and support. The agenda for ADC meetings shall be jointly developed by its members. Each member shall be permitted to add items to the agenda.</u></p>
11.	<p>c. Executive Leadership Team—The membership of the Executive Leadership Team (ELT) will include the president and executive director of each of the employee organizations, the deputy superintendent, the COO, other MCPS leadership. The charge of the ELT includes but is not limited to reviewing and updating the annual strategic plan; providing feedback on revisions to policies and regulations; setting systemwide targets; and reviewing data for the purposes of improvement, including current system research. <u>Notes from all ELT meetings shall be jointly prepared and shared with both organizations.</u></p>
12.	<p>E.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:</p>

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	<p>a. Collaborative Management Coordinating Committee (CMCC) — The parties are committed to working with the other unions to provide oversight for collaborative problem solving in MCPS. A multi-stakeholder committee will support the ADC with this work. The vice presidents of the three employee organizations will co-chair this committee. The job description of these three vice presidents will include the work of the committee as part of their ongoing duties and responsibilities. The initial work will be to develop an action plan to address opportunities to improve the coordination and alignment of the collaborative problem solving initiatives in MCPS. This committee also will monitor the implementation of the Alternative Dispute Resolution Program.</p> <p><u>a. b. Professional Growth System Implementation Teams and Peer Assistance and Review Panel</u> - The leadership of each of the employee organizations is invited to be a member of each of the three implementation teams. The vice president of MCEA co-chairs the Teachers PGS Implementation Team and PAR Panel.</p> <p><u>b. Joint Employee Benefits Committee (JEBC)</u></p> <p><u>c. Staffing Allocation and Budget Review Committee</u></p> <p><u>Moving forward, MCPS in partnership with MCEA (to include SEIU Local 500 and MCAAP) will perform a review of the courses, programs, facilities, staffing, and schools’ instructional budgets to identify potential disparities that may potentially limit the school’s instructional program. In consultation with the three unions, MCPS will identify and implement possible programmatic and resource adjustments to address identified inequities to the fullest extent possible. Additionally, this review of staffing allocations and budgeted resources will be completed on a schedule such that the results be used to inform the subsequent operating budget process to more fully address resource allocation and funding needs.</u></p>
13.	<p>E.3. MCEA and the Board of Education also are committed to sustaining the relationships between the parties through committees that have been established in other parts of this agreement, such as the following:</p> <p>a. Labor Management Collaboration Committee (Article 6, Section F)</p> <p>b. Professional Growth System Implementation Team and Peer Assistance and Review Panel (Article 14, Sections B.1.b and C)</p> <p>c. Joint Employee Benefits Committee (JEBC) (Article 22, Section H)</p>
14.	<p><u>MCPS and MCEA affirm that recruiting and retaining teachers at high impact schools is an important priority for the County. The parties will convene a work group to develop strategies for attracting and retaining teachers in high impact schools. Suggested</u></p>

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	<p><u>areas of focus will include hiring practices; enhanced compensation; community building structures and supports; new teacher supports; targeted professional development; benchmarking with other counties; hosting of professional development opportunities; using teachers as assets in the recruitment process; exit interviews; and additional teacher, clerical and in-class supports.</u></p> <p><u>Enhanced compensation considerations should include adjusting steps over the hiring cap as needed to recognize total years of service for those committing to work at designated schools. For the FY2019-2020 period, MCPS identified approximately 85 highly impacted schools. We recommend that consideration be given to a rollout which would include 20 highly impacted schools per year until all highly impacted schools have been included. We recognize that budget constraints may limit the number of schools that can be included each year.</u></p>
15.	<p><u>E.4. School Climate and Culture</u></p> <p>a. The ADC also is committed to <u>shall be tasked with</u> addressing concerns about schools and other worksites with climate issues. This commitment requires the parties to <u>The ADC shall</u> 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 <u>Upon notification by the MCEA president</u> that 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 that situation. <u>This meeting shall take place within ten business days of MCPS' receipt of the notification.</u></p>
16.	<p>E.4.b. The parties are committed to using annual surveys that provide important feedback to offices and schools. Unit members will have Web-based access to both summary data and specific item analysis for the Staff Survey of the School/Office Environment for their worksite, provided there was a sufficient response rate to report out valid data.</p> <p>c. Such surveys are a helpful tool and <u>The survey</u> will be used jointly by all parties to identify successful practices of an organization and provide opportunities to identify areas for improvement. These surveys should be considered important feedback.</p>

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	<p>d. There is an understanding from all parties that these surveys are important and an expectation that they should be completed by all staff. Time will shall be provided during the workday for employees to complete surveys such as the current Gallup survey. The results of the surveys will enhance the effectiveness and efficiency of our work and contribute to strengthening student achievement. The questions on these surveys will shall be reviewed by all parties on a regular basis to be certain they are updated to reflect changes in the organization, new responsibilities, and new initiatives MCPS.</p>
17.	<p>F.1. The parties agree to maintain and expand the use of the system-level Labor Management Collaboration Committees (LMCC), a district level joint committee that provides for regular, on-going discussions and decision-making shall meet regularly to discuss and make decisions on matters germane to union-management relations and, when appropriate, to the continuous improvement of instruction and school system operations. Each party shall identify at least four representatives, and no more than six four to six representatives, as permanent members of the committee. Members of relevant subcommittees will be invited to attend LMCC meeting when appropriate.</p>
18.	<p>F.2 The overall charge to the system-wide LMCC joint committee shall include but not be limited to the following:</p> <p>...</p> <p><u>e. Delegating to the appropriate area specific labor management committee and/or collaborative body any matter of mutual concern to:</u></p> <ol style="list-style-type: none"> <u>1) Collect constituent feedback</u> <u>2) Make a report and recommendation to the LMCC that shall be adopted, rejected, or modified by the LMCC or remanded to the appropriate committee or body for further review.</u> <p><u>f. Reviewing and assessing the effectiveness of all state and system-mandated assessments.</u></p> <ol style="list-style-type: none"> <u>1) Based on the More Learning, Less Testing Act which became effective June 1, 2017, and upon ratification of the agreement, the LMCC shall begin creating a time impact statement for all assessments currently in use. The scope of school years to be included shall be determined by the LMCC.</u> <u>2) The LMCC shall annually track and evaluate these real time impacts and report the hours devoted to all aspects of mandated assessment administration to the staff from a representative, random sample of classrooms.</u> <u>3) The Board and the Association agree to work together to reduce the amount of time diverted away from instruction</u>
19.	<p>F. 4. The joint committee will LMCC shall have the following authorities:</p>

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	<p>a. To establish temporary joint committees to address particular issues. Such committees will report back to the LMCC. The LMCC shall be authorized to establish the membership charge and the tasks of these committees as well as discontinue the joint committees when their work is completed, task forces. The LMCC will review recommendations and implementation plans for final decisions.</p>
20.	<p>F.5. The LMCC will consider the following collaborative venues determined by the parties to be of high priority. <u>Thus, the LMCC will delegate issues to the following bodies for problem-solving.</u></p>
21.	<p>F.5.b Non-school-based Collaboration Committees Area-Specific Labor Management Committees</p> <p>1) The appropriate supervisor and the MCEA representative will work together to arrange a reasonable amount of time for the staff to meet and select the members of the collaboration committee.</p> <p>2) <u>Under the auspices of the MCEA Labor Management Collaboration Committee, area-specific labor management committees shall meet on a monthly basis to develop and review regulations and practices related to their area of focus and be proactive in resolving issues of concern. These committees will include but are not limited to:</u></p> <ul style="list-style-type: none"> i. <u>Special Education Labor Management Committee</u> ii. <u>Student and Family Services and Engagement Labor Management Committee</u> iii. <u>Operations & Contract Administration Labor Management Committee</u> iv. <u>Curriculum & Instruction LMC</u> <p>3) <u>Area-specific labor management committees will make recommendations to the LMCC after reviewing the issue and seeking input.</u></p> <p>4) <u>Each party will appoint a co-chair and other representatives for each of the area specific labor management committees. MCPS appointed representatives will have decision-making authority.</u></p> <p>5) <u>After each labor management</u> When a collaboration committee forms, <u>MCPS and MCEA appointed representatives</u> administrators and unit members on the committee will have an opportunity to participate in training jointly provided by MCEA and MCPS. The committee may request additional training, facilitation, and other forms of assistance from MCEA and MCPS. Such requests will be made to the LMCC, which will arrange for the requested support.</p>

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	<p>6) The collaboration area-specific labor management committee(s) will establish a regular meeting schedule which it they will submit to the LMCC, along with the names of all members, to MCEA by September 30 of each year.</p> <p>7) Other Collaborative Structures</p> <p><u>Non-school based staff</u> The Labor Management Collaboration Committee (LMCC) will develop develop processes and guidelines for providing Non-school-based unit members <u>shall be provided</u> with the same access to collaborative and shared decision-making as their school-based colleagues. To accomplish this, the LMCC is responsible for creating and providing oversight to non-school-based collaboration committees. These <u>Non-School Based Collaboration Committees</u> are charged with holding ongoing discussions and engaging in collaborative problem-solving on matters of interest and concern. Each collaboration committee is expected to be representative of and accountable to staff and involve staff in the decision-making process.</p> <p>4) The Montgomery County Association of Administrators and Principals will be requested to designate both school based and non school based administrators to each collaboration committee.</p> <p>5) The English for Speakers of Other Language (ESOL), Montgomery County Infant and Toddlers Program (MCITP), and special education collaboration committees will be charged with developing recommendations on time and workload issues unique to their stakeholders for consideration by the LMCC.</p>
22.	<p>New Collaborative Bodies not Mentioned Elsewhere in the TA</p> <ul style="list-style-type: none"> • <u>Material & Supply Selection Collaboration Committee</u> • <u>Quarterly Reports Workgroup</u> • <u>Early Childhood Workgroup</u> • <u>Technology Committee</u>
23.	<p>F.5.a. Councils on Teaching and Learning</p> <p>2) The Councils on Teaching and Learning (CTL) continue to provide school-based unit members an opportunity to discuss, collaborate with MCPS staff, and communicate about MCPS initiatives related to curriculum, assessment, instruction, and staff development. The representatives on the CTL will provide the perspective of teachers at each grade level and in each subject discipline.</p>

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	<p>3) They will <u>shall</u> participate with MCPS representatives in collaborative problem-solving regarding matters germane to curriculum and staff development. <u>MCPS representatives shall be available for at least one-half of the scheduled meetings with CTL representatives.</u></p> <p>4) They will communicate regularly with their constituency groups for feedback, input, and suggestions on how to improve instruction through the use of curricular tools and professional development activities. <u>The results of surveys administered by CTLs will be reviewed jointly by CTL leadership and MCPS staff before being distributed.</u> 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.</p> <p>5) Any new systemwide assessments will be presented to and discussed with the CTL prior to any final decision on implementation.</p> <p>6) <u>CTL will make recommendations to the LMCC after reviewing the issue and seeking input.</u></p>
24.	<p>F.5.c Resource Teacher, <u>Content Specialists</u>, and Resource Counselor Meetings</p> <p>Resource teachers, <u>content specialists</u>, and resource counselors meet regularly with leadership of their subject area to discuss matters of mutual concern. These meetings should focus on information about the strategic priorities of the school system and discussions about the expectations and targets for each school and the strategies that should be implemented to ensure that all schools and all groups of students in each school successfully meet these expectations. The agenda for these meetings should <u>shall</u> be developed collaboratively and the meetings will be chaired by the appropriate central services supervisor. These meetings should use collaborative problem-solving strategies to ensure that school-based leadership staff are engaged in critical decision making. There is an opportunity at these meetings for school-based leadership to provide feedback to the subject/content leaders and there should be feedback loops to ensure that school-based leaders are informed about what happened with their input. The resource teacher/<u>content specialist</u> meetings also are an opportunity to provide training and support to resource <u>these</u> teachers <u>leaders</u> to build their leadership capacity.</p>
25.	<p><u>F.6.</u> During the term of this agreement, the <u>MCEA Labor Management Collaboration Committee</u> will consider the following collaborative projects determined by the parties to be of high priority:</p> <ul style="list-style-type: none"> • <u>Be Well 365/Whole Child</u> • <u>Community Schools</u> • <u>Student Instructional Preparation/ES Planning Time</u> • <u>ESOL</u> • <u>Equitable access commitments</u>

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	<ul style="list-style-type: none"> • <u>Maryland Digital Learning Standards</u> • <u>Required Assessments</u> • <u>Special Programs notification</u> • <u>Student Information Systems Implementation</u> • <u>Quarterly Reporting Expectations</u> • <u>Joint Professional Learning Committee</u> • <u>School Site Councils</u>
26.	<p>F.6.b A technology committee will be established to address the ongoing needs and concerns of school-based users. The committee will advise and support the Office of the Chief Technology Officer (OCTO) in defining and developing technology solutions that will streamline administrative processes, save time, and improve operations. This advisory group will represent a diverse range of perspectives, grade levels, and types of teaching positions. The committee will initiate work with staff from OCTO, along with school administrators, to prioritize and define the requirements for a number of time-saving and operational effectiveness opportunities.</p>
Article 8: School Quality and Improvement	
27.	<p>A. The parties agree on the following assumptions about school quality and improvement:</p> <ol style="list-style-type: none"> <u>1.</u> Decisions about teaching and learning must involve those closest to the teaching and learning process, within each school community <u>including classroom-based teachers.</u> <u>2.</u> The school is where people make a difference in the daily life of each student. Each school community, <u>which includes classroom-based teachers,</u> has the best information and is in the best position to craft appropriate and effective strategies to improve student learning.
28.	<p>B. <u>3.</u> The emphasis on authority, responsibility, and support for the classroom can best be accomplished by collaboration and shared decision making in schools. Collaborative school-based decision making brings people together who then share responsibility for needed changes and accountability for results. In order to accomplish this, each</p> <ul style="list-style-type: none"> • <u>Each</u> school should <u>shall</u> have a leadership structure that includes the following: Principal, Elected Faculty Representative(<u>s</u>), Elected Support Representative(<u>s</u>) Team, School <u>Instructional</u> Leadership Team, Other Teams, Departments, and Committees • <u>The leadership structure of each school shall work collaboratively to ensure that the parties' agreed-upon assumptions on school quality and improvement are put into practice.</u> • It is expected that schools will follow guidelines that have been developed for each type of team. It also is expected the <u>that school Instructional</u> Leadership Teams will utilize self-assessment tools to determine how effectively they are operating. In addition, school <u>Instructional</u> Leadership Teams are expected to ask for support

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	<p>when these assessments indicate there are opportunities to improve the effectiveness of the operations of the teams and/or the decision-making processes in the school. There is a commitment to provide this support when it is requested.</p>
29.	<p><u>B.4. Principal and Elected Faculty Representative(s)</u></p> <p>It is important that the elected faculty representatives and the principal of each school form a team that works together to enhance the collaborative decision-making processes in the school.</p> <p>a. At the beginning of each year, they <u>the principal and elected faculty representative(s) (EFRs) of each school shall</u> meet and agree <u>upon</u> how they will work together, and this information is <u>shall be</u> shared with staff in the school for their agreement and understanding. It also is suggested that they</p> <p>b. <u>The principal, ESR, and EFRs shall</u> meet <u>formally</u> at least once a month (<u>Triad</u>) These meetings provide an opportunity to discuss the school climate and address issues that are of concern to school staff.</p>
30.	<p><u>5. School Instructional Leadership Teams</u></p> <p>a. <u>Each school shall have an Instructional Leadership Team (ILT), to serve as the school's decision-making body in collaboration with the principal.</u> Every school leadership team is <u>ILTs are</u> expected to operate collaboratively, be representative of and accountable to staff, and involve staff in decision making. The leadership team is the core group that has primary responsibility for collaborative decision making with the administration on the instructional program. It is critical for the team to utilize Facilitative Leadership and Baldrige processes and structures in decision making. MCEA unit members on the team may include resource teachers, team leaders, content specialists, classroom teachers, and others designated by the principal. The leadership team will <u>shall</u> include the elected faculty representative(s).</p> <p>b. <u>It is in the best interest of the school system to have input on Instructional Leadership Teams, teams may be expanded to include teacher representatives from groups without team leaders, such as English for Speakers of Other Languages (ESOL), Special Education, and where appropriate, Head Start/Pre-K, and specialists.</u></p> <p>c. <u>If a unit member is assigned to a teacher leader position with a supplement for more than 10 consecutive duty days, they shall be paid the prorated portion of that supplement for time worked.</u></p> <p>d. 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 <u>shall</u> develop a process by which the agendas are collaboratively developed by the leadership team members <u>and roles are established</u></p>

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	<p><u>and rotated. The staff shall be informed of the process for developing the agendas during the preservice days.</u></p>
31.	<p><u>B.2.a. School Instructional</u> Leadership Teams will be engaged in decision-making about the following:</p> <ol style="list-style-type: none"> 1) Curriculum, assessment, and instruction 2) Professional development 3) Behavior management and discipline policies <u>Positive, safe, and orderly school learning climates</u>
32.	<p><u>B.2.f. Communication and Openness</u></p> <ol style="list-style-type: none"> 1) School <u>Instructional</u> Leadership Teams will operate in an open manner and their decision-making processes will be communicated to all staff. The elected faculty representative(s) 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 <u>shall</u> be open to any interested staff as observers. Leadership teams should design and implement two-way communication between staff and leadership teams. 2) As part of the collaborative process, and to increase investment and ownership in decisions, the <u>The school Instructional</u> Leadership Team will be responsible for gathering input from all faculty (for example, using online surveys and Baldrige processes such as energy votes, focus groups, etc.) for use in making decisions surrounding the areas identified in A.1.a. 3) <u>All Instructional Leadership Teams shall publish the agenda to the staff of the school before each leadership team meeting. Notes from the meeting shall be published within two duty days of the meeting.</u> 4) The <u>Instructional</u> Leadership Team is responsible for the following:
33.	<p><u>B.2.g. Ensuring Collaborative Decision Making</u></p> <p><u>1)</u>School <u>Instructional</u> Leadership Teams are expected to be knowledgeable about the nature of decision-making in their school, and implement best practices of shared/distributive leadership that will include the following:</p> <p>...</p> <p><u>2)</u> School <u>Instructional</u> Leadership Teams also will be responsible for gathering data annually to review the effective functioning and efficiency of the leadership team as well as other teams, departments, and committees in the school. One or more self-assessment instruments will be provided to leadership teams to assist them with this assessment. This self-assessment information should be provided to the school staff, as well as the community superintendent, and the MCEA UniServ director. If the leadership team determines that there are opportunities to improve the operations</p>

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	of the teams and the decision-making processes in the school, a conference will be held to consider options for supporting the school.
34.	<u>B.2.h. School Instructional</u> Leadership Teams will have access to training that is provided by the School Leadership Team Institute , including training in collaborative decision-making, interest-based approaches to problem solving, facilitation, effective meetings, and team development. The ADC will work to assure that all leadership teams have access to this training.
35.	<u>B.2.k. Information Report</u> Each principal will submit to the Office of School Support and Improvement at the beginning of each school year the title of the team, a complete roster of team members, and the frequency of meetings. OSSI will shall provide MCEA with a copy of this information.
36.	<u>B.2.l. School Triad Team</u> 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 sent out within five (5) days of the meeting. available to the union and the administration upon request.
37.	<u>B.3. Grade-level and Department Teams and Committees</u> a. School <u>Instructional</u> Leadership Teams will identify the goals of the work that needs to be accomplished by teams, and departments, and committees, within the context of school improvement. b. Expectations and parameters outlined for teams, departments, and committees should shall be collaboratively established between teams and school leadership. This should include who may attend meetings, what needs to be accomplished through the meetings, and what information will be communicated between stakeholders. c. Teams, departments, and committees will determine, in accordance with Article 16, Section C.7 1) How the work gets accomplished, including but not limited to agendas, action items, communication of the work to stakeholders. 2) When and where they will accomplish this work,

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	<p>3) 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.</p> <p>4) These decisions are contingent on teams being able to meet the expectations identified by the school <u>Instructional</u> Leadership Team.</p> <p>d. When teams are unable to accomplish the work as identified by the school <u>Instructional</u> leadership team, the principal or designee will <u>shall</u> provide the team with written feedback regarding concerns with the work of the team and determine:</p> <ol style="list-style-type: none"> 1) when they will accomplish the work, 2) 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. 3) how the team will communicate its progress to stakeholders. <p>e. Every effort will be made for the <u>The</u> principal and the team leader to <u>shall</u> 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.</p>
38.	<p><u>B. 4. Effective Use of Collaborative Time</u></p> <p>For collaborative time to be effective, the parties agree it should have the following characteristics. <u>The following characteristics are provided as guidelines for the effective use of collaborative time:</u></p> <p>...</p> <p>Groups that meet should evaluate their operations in relation to the above-referenced characteristics on an on-going basis. If assistance is needed, it is expected the School <u>Instructional</u> Leadership Team will work with the team to supply that assistance.</p> <p>Given that time is a finite resource, it is expected that the School <u>Instructional</u> Leadership Team will seek to make efficient use of all collaborative time within the building, taking advantage of technology when appropriate. Examining what might be communicated electronically through email, web video, shared documents, or social media is the responsibility of the School <u>Instructional</u> Leadership Team.</p>
39.	<p><u>D. 4</u> The principal, school <u>Instructional</u> 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.</p>
40.	<p><u>E. Effective Human Relations Program</u></p> <p>Schools and school staffs must take proactive steps to advance an environment of high expectations and mutual respect. The Board and MCEA affirm our commitment to</p>

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	<p>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.</p> <p>1. The Board and MCEA agree <u>shall work collaboratively</u> 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.</p>
41.	<p>2. There shall be no discrimination by the Board or MCEA against individuals because of <u>The board shall not discriminate based on</u> race, <u>ethnicity</u>, color, ancestry, national origin, religion, <u>immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/ parental status,</u> marital status, age, <u>physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations.</u> The parties also agree that good human relations are a high priority for effective school environments.</p>
42.	<p>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.</p>
43.	<p>4. 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</p> <ol style="list-style-type: none"> respect for the individual regardless of race, <u>ethnicity</u>, color, <u>ancestry</u>, national origin, religion, <u>immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/ parental status,</u> marital status, age, <u>physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations;</u> 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.
44.	<p><u>F. Strengthening School-Home Engagement</u></p> <p>1. <u>MCPS will ensure that available systems, including but not limited to the new Student Information System, will be available to strengthen both school to home and home to school engagement and communication.</u></p>

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	<ol style="list-style-type: none"> 2. <u>MCPS will ensure that the Student Information System and associated systems have embedded automated translation services to support communication between home and school.</u> 3. <u>MCPS will continue to provide translation services for both print materials and Language Line Services or a comparable system for staff.</u> 4. <u>Support and support materials for using translation services (e.g. emailing, messaging, Language Line) will be available.</u> 5. <u>Home Visits</u> <ol style="list-style-type: none"> a. <u>The MCEA LMCC will either collaborate on new systemwide home visit initiatives or delegate this responsibility per Article 6 - Collaboration.</u> b. <u>Instructional Leadership Teams will collaborate on new school-based home visit initiatives.</u> c. <u>MCPS will offer professional development best practices for home visits.</u>
Article 9: Positive, Orderly, and Safe School Learning Climates	
45.	Student Discipline & Behavior Management <u>Positive, Safe, and Orderly school learning climates</u>
46.	<p>A 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. <u>All children should be respected, encouraged, and provided with opportunities to build the knowledge, skills, behavior, and attitudes to be successful contributing members of our changing global society.</u> The maintenance of an educational environment conducive to these opportunities for growth and learning is the joint responsibility of <u>all</u> MCPS employees, students, and parents.</p>
47.	<p>All students can learn and we have a responsibility to ensure that all students do learn. Our instruction is rooted in the belief that there are no true differences in ability based on <u>race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, culture, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations.</u></p>
48.	<p>The following standards effective school environments should <u>shall</u> 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:</p> <ul style="list-style-type: none"> • have high and rigorous standards for what students should know and be expected to do;

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	<ul style="list-style-type: none"> • promote active multicultural, <u>culturally-responsive,</u> gender-fair, ability-sensitive, <u>linguistically,</u> and 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 <u>MCPS staff,</u> families, and other members of the community in helping students succeed; and
49.	<p>B. Comprehensive <u>and Inclusive</u> Approaches to Student Discipline and Behavior Management.</p> <p>a. It is the responsibility of each MCPS school, through its <u>Instructional</u> leadership team, to design and implement a consistent, comprehensive plan for managing student behavior as a whole-school community</p>
50.	<p><u>C. Positive, Safe and Orderly Climate Policies</u> School Discipline Policies</p> <p>1. Each school shall annually develop, <u>review,</u> and adopt a local school discipline <u>“Positive, Safe and Orderly Climate”</u> policy with the involvement of all school community stakeholders in accordance with the existing MCPS policy on Student Rights and Responsibilities The development of the school-discipline <u>Positive Safe and Orderly Climate</u> policy will be coordinated and ratified by the school leadership team and will include engagement of stakeholders such as parents and students; when appropriate. All members of the faculty and administration must be consulted about the development of the policy prior to its implementation.</p> <p>2. MCEA and the Board agree that consistent use of the Student Code of Conduct is vital to maintaining a safe, secure, effective school environment for learning. The parties encourage schools- <u>Leadership teams shall adopt and implement strategies that to</u> incorporate conflict resolution and student participation in the implementation of discipline policies. Accordingly, the parties agree to encourage that programs such as restorative practices, peer mediation, and conflict resolution be incorporated into the discipline policy and into school practice.</p>
51.	<p>D. <u>Classroom Behavior Management</u></p> <p>1. The classroom teacher-student relationship is the key to effective management of <u>promoting positive</u> 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,</p>

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	<p>experiences, and rates of learning, students are more likely to manage their own behavior, develop self-discipline, and participate respectfully in the learning process.</p> <p>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 <u>behaviors</u> in school <u>pertinent to the disruption and/or safety of classroom environments.</u> The teacher <u>unit member</u> shall take reasonable steps to understand the nature of the problem-concerns, work with the student in a professional manner, and consult with other staff and, where appropriate, family members.</p> <p>...</p> <p>4. Unit members are expected to have and use appropriate <u>positive</u> behavior management skills. Unit members who are experiencing difficulty with the impact of classroom management on student discipline and learning should receive assistance from MCPS and/or MCEA. Assistance may include a range of professional development opportunities, such as courses, reading, mentoring, observation of well-managed classes, videotaping and feedback, and/or consultation with colleagues</p>
52.	E. Dealing with <u>Disruptions</u> Disruptive Students (This section now comprises the old sections E and F)
53.	<p>1. <u>When disruptions occur, MCPS and MCEA shall follow the hierarchical “Levels of Responses” articulated in the Student Code of Conduct and Positive, Safe School and Orderly Climate Policies and use the least intrusive approach to restore order, beginning with the school’s behavior management plan.</u> 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</p>
54.	<p>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 <u>have the student removed</u> that student from class temporarily. The unit member will use a written/<u>electronic</u> referral form when referring a student to a school administrator or his/her designees.</p>
55.	<p>3. ... <u>Administration shall confer with the teacher to create a plan for the student’s return to class.</u> Any change to a student’s <u>existing</u> behavior management <u>intervention</u> plan will be communicated to all impacted teachers.</p>
56.	<p>4 In order to protect the student and/or others, physical restraint, <u>as described in Maryland law as “a personal restriction that immobilizes or reduces the ability of a</u></p>

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	<p><u>student to move the student’s torso, arms, legs, or head freely”</u>, 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.</p>
57.	<p>F. In School Alternatives for Disruptive Students <u>6. When student behavior continues to be disruptive</u> 1. When a disruptive student is removed from a classroom, the school’s comprehensive <u>positive behavior support</u> management plan should be utilized to provide the most effective approaches within the school for that student, with the goal of changing that student’s behavior <u>returning the student to the classroom.</u></p>
58.	<p>7. F.2. In the context of comprehensive school plan, Staff, parents, and students when appropriate, will <u>shall</u> design individual plans to improve student behavior. <u>MCPS Student Code of Conduct, Student Rights and Responsibilities and school’s behavior management plan should be used for guidance.</u> Alternatives to suspension should be utilized whenever possible. w<u>W</u>ithin 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.</p>
59.	<p><u>8. Each school shall maintain a crisis intervention team of adequate membership to address the needs of the school. Team members shall be trained or certified in nonviolent intervention in order to respond to students in crisis who are in need of de-escalation. Procedures for calling the team into action shall be clearly communicated to staff.</u></p>
60.	<p><u>9. 4.</u> Rooms for students with disciplinary problems of a nature to warrant their removal from class will <u>shall not</u> be staffed in senior high schools by employees of another <u>this</u> unit. In mid-level <u>middle</u> schools and as budget permits, such rooms and staffing will <u>shall</u> be supplied. In the event of an emergency, unit members will <u>may</u> be required to supervise those rooms.</p>
61.	<p>F. G. Alternatives for <u>Addressing Persistently</u> Chronically Disruptive <u>Behavior by</u> Students</p> <p>When a local school determines that a student’s <u>disruptive</u> actions are chronically disruptive <u>persistent</u> and exceed the resources, <u>capacity or intervention</u> skills of a local school staff to change his/her <u>the student’s</u> behavior, the Board <u>MCPS</u> shall attempt to provide for that student an alternate educational <u>structures program.</u> <u>Positive learning</u> Alternative programs can provide structured <u>in alternate structures provide nurturing skill-building experiences</u> for students who have not been successful in regular school</p>

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	programs due to problems such as delinquency, truancy, substance abuse, domestic violence, or <u>persistent</u> chronically disruptive behaviors.
62.	<p>H. Information, Data Collection, and Analysis</p> <p>Effective schools use timely and ongoing assessments <u>analysis</u> of data to plan improved programs for student outcomes. In the context of data-driven progress monitoring, School staffs (<u>including, but not limited to teachers and administrators</u>) are encouraged to <u>objectively</u> collect and analyze <u>authentic</u> data regarding behavior, interventions, and discipline, and use analysis to assist in understanding the causes of behavior problems and design effective behavior management systems. Within legal and MCPS guidelines and policies regarding confidentiality of student information, unit members will <u>shall</u> have access to this information for their local school. Uniformity in such data collection will <u>shall</u> be enhanced by the implementation of up-to-date MCPS Student Information Systems.</p>
Article 10: Physical Environments	
63.	<p>A. 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. <u>MCPS procedures should strive to promote environmental sustainability.</u></p>
64.	<p>3. Joint Health and Safety Committee</p> <p>a. There shall be a systemwide joint health and safety committee composed of an equal number of representatives appointed by each party.</p> <p>b. <u>The committee shall meet a minimum of three times per year or more frequently if needed.</u></p> <p>c. 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 chief operating officer who, within 30 duty days of receiving a complaint, shall investigate and render a final and binding decision.</p> <p>d. 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</p>

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	encouraged to inform the school system when exercising such rights. <u>No unit member shall be disciplined or in any way discriminated against, due to filing a complaint or following any procedures outlined above.</u>
65.	e. <u>Available, annual statistics of reported health and safety complaints and corrective actions taken shall be shared with the Committee</u>
66.	<p><u>A.5. School Security</u></p> <p>a. <u>When a unit member reasonably believes there is an imminent danger of death or serious harm to the unit member or the unit member’s property, the unit member must immediately report the danger to the principal or designee and make arrangements in alignment with the school emergency plan and crisis response protocol to ensure the safety of any children in that unit member’s care.</u></p> <p>b. 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, <u>MCPS will provide the classroom educator in portable classrooms with access to a walkie talkie or phone.</u> 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. (C.2)</p> <p>c. <u>Temporary classroom structures shall be equipped with adequate safety and security measures. Based on a school’s needs, these may include but are not limited to adequate outdoor lighting, security cameras, and safe and sheltered egress to and from the main school building.</u></p> <p>d. <u>All unit members shall be provided keys to the spaces in which they teach.</u></p>
67.	<u>A.6. Indoor Air Quality Inquiries</u> —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.
68.	<u>B. Thermostat Control</u> — 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 <u>Instructional Leadership Teams</u> 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.

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<p>69.</p>	<p>C. Facilities</p> <p>2. As the budget permits, each school should have the following facilities or capabilities:</p> <ol style="list-style-type: none"> 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 <u>educators</u> teachers, <u>locking</u> filing cabinets <u>or desk</u>, and storage space. Access to printing and copying machines at each school, for reproduction of teaching materials. <u>The parties agree to continue to invest in and explore ways to expand copy service.</u> <ol style="list-style-type: none"> <u>In the event a copy machine breaks down, all staff at the school will receive an electronic communication stating that service has been requested.</u> <u>In the event that a copy machine is out of service for three or more consecutive duty days, Copy Plus shall make every effort to get copies to educators within three to five duty days.</u> Appropriately furnished, and equipped, and air-conditioned employee lounges and restrooms for staff; and, when space is available, a separate staff dining area. Adequately ventilated <u>and humidity-controlled</u>, and temperate (fully air-conditioned and heated), classrooms, throughout the school year <u>and summer programs.</u> <ol style="list-style-type: none"> <u>In the event that temperatures in the classroom are below 55 degrees or above 80 degrees, the educator shall have the discretion to relocate the class to a more comfortable location after approval from administrator.</u> Adequate amounts of employee parking in safe, well-lit lots. <u>Should the number of staff that require accessible parking exceed the number of accessible spaces provided by ADA guidelines, it is a reasonable accommodation for the administration to ensure that sufficient accessible parking spaces are available to staff that require them. Staff will furnish appropriate documentation from their motor vehicle administration upon request.</u> Itinerant related service providers (e.g., occupational therapists, physical therapists, and psychologists) should be provided access to an appropriate workspace that is suitable for the service.
<p>70.</p>	<p>C. 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' <u>educator</u> workrooms, and through interior hallway gates. Upon request, subject to approval by the principal, unit members may be provided temporary access to an outside door in their area of the building during non-school hours.</p>

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71.	C. 6. 5. When a speech and hearing <u>language</u> room is provided, every reasonable effort will be made to make it available for the exclusive use of the speech and hearing therapists <u>language pathologists</u> during their assigned times in a school.
72.	C. 8. All future classrooms <u>and gymnasiums</u> shall be air-conditioned and all existing non-air-conditioning classrooms <u>and gymnasiums</u> shall be air-conditioned as soon as funds permit.
73.	C. 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. <u>Thus, any unit member who has to move work locations due to building relocation or as a result of a District mandated reorganization, will be notified within a week of the Principal's notification.</u> When it is deemed necessary for a unit member to move, unit members will be provided with 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 setup. Appropriate moving materials and supplies will be made available to unit members. <u>Every effort will be made to minimize involuntary classroom reassignments from year to year.</u>
74.	<u>C.11. (new) MCPS shall comply with any and all federal, state, and local laws regarding supporting mothers who choose to breast feed. MCPS shall provide reasonable break time and a private place for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has a need to express milk.</u>
75.	<u>Health and Safety concerns are of mutual importance and every effort to resolve them at the local level and make and maintain clear channels of communication should be made. To this end, the Operations and Contract Administration LMC (OCALMC), per Article 6, will make recommendations, if any, to the Labor Management Collaboration Committee (LMCC) on resolving concerns related to the following items:</u> <ul style="list-style-type: none"> • <u>Processes and Procedures Around:</u> <ul style="list-style-type: none"> ○ <u>Submission and completion for work orders</u> ○ <u>Communication and dialogue within workplaces</u> ○ <u>Staff satisfaction regarding repair requests, timeliness, metrics, and other items.</u> ○ <u>Additional performance metrics that should be collected and reported, considering requirements from applicable law and testing conducted in the workplace. The OCALMC will discuss annually and provide updated recommendations as necessary to the LMCC in time to potentially impact the budget development process.</u>

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Article 13: Instructional Materials & Supplies	
76.	<p>A. The Board will budget funds to the superintendent and staff to provide for the purchase of new and/or replacement textbooks, library books media materials, 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. <u>Such supplies may also include, but are not limited to include consumables and electronic instructional materials.</u></p> <p>The Board agrees to submit, in its budget requests for FY 2018 2021 through FY 2020 2023 no less than the dollar amount provided on a per-pupil basis in the previous fiscal year. FY 2015 through FY 2017 budgets, respectively.</p>
77.	<p>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.</p> <p><u>No unit members shall be required to use their personal phones or other devices for any work-related activities.</u></p> <p><u>Cell phones will be made available for non-school based staff who are required to make home visits as funding permits.</u></p>
78.	<p>D. New Curriculum – The parties agree that bargaining unit members will not be required to implement new curriculum if <u>[the following conditions are not met]:</u></p> <ol style="list-style-type: none"> 1. <u>Vendor Purchased:</u> <ol style="list-style-type: none"> a. <u>educators who are expected to implement new curricula at the beginning of the year, shall be provided access to training opportunities starting at least four weeks before the expected implementation date.</u> b. <u>educators who are expected to implement new curricula mid-year, shall be provided training opportunities starting at least four weeks before the expected implementation date.</u> 2. <u>MCPS Developed:</u> <ol style="list-style-type: none"> a. detailed outlines (including common tasks or required summative assessments, and a list of required readings) with timelines are not provided to the teachers <u>starting</u> at least two four weeks prior to the beginning of the semester during which the curriculum is scheduled to be taught, or b. The MCPS curriculum materials for a unit are not available to teachers who are expected to teach it <u>starting</u> at least two four weeks before the unit is scheduled to be taught. <p><u>The parties agree that it is ideal when implementing a new curriculum that during</u></p>

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	<u>the initial implementation, where appropriate and affordable, training may be provided by the vendor.</u>
79.	<p>E. Technology</p> <ol style="list-style-type: none"> <u>Educators shall have access to technical support to allow for the utilization of the technology in an efficient and effective manner.</u> <u>As budget permits, when the curriculum requires the use of technology and/or access to technology, unit members will be provided with enough devices for each student in the class in order to successfully implement the curriculum.</u>
80.	<u>Principals will share the instructional material and supply budget allocation with the Instructional Leadership Team (ILT) at their schools prior to finalizing decisions on how available money will be utilized. The instructional material and supply fund budget will be discussed during ILT meetings so that the ILT has the opportunity to provide feedback on the prioritization of funds, keeping in mind the strategic goals set by MCPS and/or the school’s SIP.</u>

Article 14: Professional Development

81.	<p>A. 1. MCEA and MCPS agree that quality teaching is a complex job that requires knowledge, skill, preparation, and commitment. To be effective with a diverse and challenged students population, teachers need <u>to be culturally proficient and have</u> 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.</p>
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82.	<p>G. National Board Certified Teacher (NBCT)</p> <ul style="list-style-type: none"> <u>A National Board Certified Teacher (NBCT) who facilitates a component-specific cohort, including renewals, in the NBCT Candidate Support Program as a NBCT Cohort facilitator shall receive a stipend of \$1,500 for each cohort facilitated. Cohort facilitation will include a minimum of 30 hours of organized group based on specific training plans developed through NBPTS, as well as informal consultations and support for cohort members as needed. These hours shall be logged and submitted to the Director of Professional Growth Systems by the second week in April.2.</u> <u>Up to 10 exhibition cohorts will be run each fiscal year.</u> <u>Participants will be charged the CPD fee, commensurate with the cost of a Continuing Professional Development (CPD) course, for participating in a cohort.</u> <u>One stipend, at an amount of \$1,500 will be designated to one NBCT Master teacher-leader to serve as an organizer/support to all cohort facilitators. Their duties will include addressing candidate and facilitator questions, serving as a guest presenter or possible substitute, liaising with the state, communicating with</u>
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	<p><u>the MCPS state liaison and maintaining an informational webpage to support the program.</u></p> <p>- <u>The NBCT Master Teacher leader will report to the Director of Professional Growth Systems. NBCT teachers will facilitate no more than one cohort of teachers for any given fiscal year. These courses will be capped at no less than 10</u></p>
Article 16: Schedules & Work Load	
83.	<u>B.</u> 2. ... All resource teachers, <u>content specialists</u> 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.
84.	<u>C. 3</u> MCEA unit members will attend back-to-school night and two other activities outside of the contractually agreed upon workday. Duty assignments on holidays or the Sabbath of unit members shall be voluntary. School-based unit members may <u>shall</u> 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.
85.	<u>C. 6. (new) Preparation time and the duty-free lunch shall not be used for travel between worksites for employees who are assigned to more than one (1) worksite.</u>
86.	C.7. <u>9.</u> Teams, departments, <u>course-alike teams</u> , 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.
87.	<u>C.11</u> The parties agree that Maryland School Assessment, High School Assessment, and the Partnership for Assessment of Readiness for College and Careers (PARCC) <u>Maryland Comprehensive Assessment Program (MCAP), Maryland Integrated Science Assessment (MISA), Dynamic Learning Maps (DLM),, and WIDA ACCESS testing</u> schedules that minimize the loss of instructional planning time will be presented to and discussed with the school leadership team prior to any final decision on implementation. The parties agree that loss of instructional planning time should be minimized. <u>Instructional leadership teams shall have input on the testing schedule for their buildings.</u>
88.	<u>C. 12. Active participation in group and collaborative activities with teams, departments, and course alike groups is a professional expectation. While unit members are responsible for managing collaboration and individual planning, concerns about effectively addressing team, school, and system goals may be addressed as performance standard issues.</u>
89.	D. Elementary School Schedules <p>1. When developing elementary schedules, teams will consider the need for both individually managed time and work that is defined by the leadership and completed in</p>

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	<p>group settings. <u>While unit members are responsible for managing collaboration and individual planning to best meet the needs of students, concerns about effectively addressing team, school, and system goals may be addressed as performance standard issues.</u> Teachers' schedules will include at least seven hours in a normal week for such instructionally related work.</p>
90.	<p>D. 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 members are unable to identify meeting times that adhere to the outlined parameters, the principal or designee <u>instructional leadership team will can</u> determine when <u>and how</u> the team will meet. 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.</p>
91.	<p>D. 1. d. For workweeks that are not typical <u>result in an overall reduction in planning</u>, teams and leadership will determine how work will be accomplished. When a decrease in total available noninstructional time is unavoidable, it is expected that, except for emergencies, group meeting time will be adjusted to a greater degree than individually managed time.</p>
92.	<p>D.1.e. Planning requires a block of at least 20 minutes of uninterrupted time during the <u>teacher work day</u>. student day.</p>
93.	<p>D. 2. <u>Time Within the Student Day</u></p> <p>a. <u>PreK-5 6 Elementary School Grade Level Classroom Teachers</u>—at least <u>5 hours 4 4 hours and 45 minutes</u> per week of this time will occur during the student day.</p> <p>b. <u>Teachers Providing Specials, Including Art, Music, and Physical Education Teachers</u> At the elementary level, each art, music, and physical education teacher will participate in the development of their teaching schedule. Schedules will provide either:</p> <ol style="list-style-type: none"> 1. at least 4 hours and 15 <u>30</u> minutes of this time per week during the student day, with a minimum of ten (10) minutes for preparation between classes, or 2. at least 4 <u>5</u> hours and 45 minutes of this time per week during the student day, with a minimum of five (5) minutes for preparation between classes.
94.	<p>D. 2. d. <u>All Other School-based and/or School-assigned Unit Members</u> will have schedules that include a minimum of 1 hours of time for this instructionally related work during the student day. Whenever schedule and program permit, 1 hour and 30 minutes per week will be provided. Media specialists and other school-based unit members <u>shall</u> also will participate in the development of their schedules.</p>
95.	<p>D.3. In elementary schools, in consultation with the appropriate <u>specials teacher (e.g. art, music, or physical education)</u> teacher and the classroom teacher, the principal shall release teachers for other professional activities when <u>specials</u> teachers of (e.g. art, music, and physical education) are instructing their students. In addition, the principal</p>

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	may release teachers for other professional activities when other unit members are instructing their students.
96.	D. 4. Effort will be made to schedule Education Management Team (EMT), Individual Education Program (IEP), and building-level CAP problem-solving meetings requiring the participation of classroom teachers at times when coverage is available for their classroom, and not at times that result in loss of guaranteed minimum individually managed time. When such meetings preempt a teacher’s lunch period, coverage will be sought to provide a lunch period at a different time.
97.	E. 3. A decision to implement an alternate schedule is separate from the determination of class loads and working conditions for teachers. The normal assignment for secondary classroom teachers is five regular classes. If an alternate schedule is proposed that involves more than a five-class load or its equivalent, it requires the consent of the ADC Committee. Any disagreement about the application of “equivalent” in this paragraph will be resolved by the ADC.
98.	<u>ESOL and special educators shall have input in the master schedule creation process to allow them to work in areas of professional strength and ensure equity and access for the students they serve.</u>
99.	F.1.b. Schedules must reflect the need for both individually managed work and time that may be structured by the school leadership team. <u>While unit members are responsible for managing collaboration and individual planning to best meet the needs of students, concerns about effectively addressing team, school, and system goals may be addressed as performance standard issues.</u> During a typical seven-period day, a school schedule will provide for a minimum of 50 percent of the total noninstructional time during the student day to be individually managed. The remaining time may be available for the work of teams/departments, including instructionally related activities (IRAs) with students. When there is an alternative schedule, the amount of time may be considered on a one-week or two-week basis. <u>It is recognized that special educators need increased flexibility to complete their legally mandated paperwork.</u>
100.	F.1.c. For work weeks that are not typical <u>that result in an overall reduction in planning, course-alike</u> teams and leadership will determine how work will be accomplished. When a decrease in total available noninstructional time is unavoidable, it is expected that, except in emergencies, group meeting time will be adjusted to a greater degree than individually managed time.
101.	F.1. d. <u>Teams will determine when they will meet in accordance with the collaboratively established guidelines. When team members are unable to identify meeting times, or fail to meet established expectations the school leadership team can determine when and how the team will meet.</u>

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102.	F. 2. Secondary RTs and <u>content specialists</u> ADs will have a reduced teaching schedule, providing at least the equivalent of five standard periods per week for their position responsibilities. Secondary RTs <u>and content specialists</u> ADs will be excused from regular study hall duties and homeroom assignments. Secondary RTs <u>and content specialists</u> ADs nonteaching periods shall not be a part of the teacher allocation. When possible, the principal, in consultation with the school leadership team, may provide additional release time to RT/Interdisciplinary RT/ AD <u>content specialist</u> , based on the size of their departments and responsibilities.
103.	F.4. Each secondary <u>course-alike team</u> shall school leadership team will develop a plan to address when reteaching and reassessing is to occur.
104.	F.5. Effort will be made to schedule EMT, IEP, and building-level-CAP <u>problem-solving</u> meetings requiring the participation of classroom teachers during IRA periods, team-planning periods, or at times when coverage is available for their classroom and not at times that result in loss of guaranteed <u>individually managed</u> minimum planning time. When such meetings preempt a teacher's lunch period, <u>the teacher will be provided a lunch period of no less than 30 minutes at a different time.</u> effort will be made to provide a lunch period at a different time
105.	H. <u>Work Year</u> The work year for athletic directors shall not exceed 215 duty days.
106.	K. 1. The two unscheduled days (16 hours) identified in Section H of this Article for 10-month unit members shall be professional time that will focus on instruction and improving student achievement, thereby raising the bar for all students and closing the <u>opportunity</u> gap in student achievement . This time will be used by teachers to concentrate on the achievement of their students. K. 2. The professional time is to be used by teachers to work collaboratively with other teachers. Appropriate activities for the use of this time include, <u>but are not limited to,</u> the following:
107.	K.4. Each <u>unit member</u> team or department shall be responsible for determining how the time is used, and the uses may vary by school level and in response to specific team/department/ school needs. The time must be worked and accounted for with regard to <u>by each unit member.</u> Prior approval on use of the time will not be required. In June, all 10-month unit members shall be responsible for completing and signing the MCPS FPT Voucher Form, listing the dates of the hours of unscheduled time worked and a brief description of the tasks. Individuals who do not turn in the above documentation that the appropriate hours have been worked will have their final pay adjusted accordingly.

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108.	K.5. The time may be worked on non-duty days, before or after regular duty hours, before or after the regular 10-month duty year, or on days within the duty year when 10-month teachers are not scheduled to work (e.g., winter and spring break, Maryland State Teacher Education Association convention day, and holidays). The specific time may be different for each department or team or teacher <u>educator</u> . This professional time may be used for, <u>but is not limited to</u> , team planning, data analysis, responsibilities related to assessments, and/or collaborative involvement in school improvement planning.
109.	K.6. Systemwide professional development activities associated with school-system priorities may be made available either during available time during the regular duty day, during time set aside each month for after-school meetings, <u>and/or</u> during this professional time.
110.	<p>L. 1. Unit members assigned classroom responsibilities shall have at least two <u>three</u> <u>uninterrupted</u> 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. <u>These days will include up to four (4) hours of online compliance training requirements.</u> No other meetings or duties shall be required of the unit member during the two <u>three</u>-day period.</p> <p>2. In addition to L1. 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.</p>
111.	<p><u>M. Grading and Planning–Student Instructional Preparation Time</u></p> <p>1. Teachers will <u>Teachers of record will</u> have one full professional day each at the end of the first, second, and third grading periods and one half-day <u>early release</u> during each of the first and second semesters for grading <u>or individually managed</u> planning. <u>All other unit members may</u> work collaboratively with colleagues, <u>utilize individually managed planning time, or participate in</u> activities related to professional learning. The professional day will not be rescheduled if schools are closed for teachers because of inclement weather.</p>
112.	<p><u>M.2.</u> Unit members are eligible for teleworking during the professional <u>grading and reporting</u> days at the end of the first, second, and third grading periods. Each of the full professional <u>grading and reporting</u> days is a regularly scheduled workday either on site or for teleworking.</p> <p>c. First-year teachers <u>educators</u> will be required to work on site for the first two marking periods on these days.</p>

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113.	<p>M.3. Teachers <u>Educators</u> who work in school buildings on professional days will not be required to turn in grades until the end of the duty day on the final day allotted for the completion of grades. Teachers who telework must submit grades 2.5 hours prior to the end of the duty day. <u>Teachers</u> <u>Educators</u> completing comment pages for report cards will be permitted to have as much additional time as possible beyond the due date for grade collection sheets to turn in the completed comments.</p>
114.	<p>M.4. The leadership team of each school will work, within the MCPS grading and reporting policy, to ensure that the local school’s policy on interims is formulated in a collaborative manner with staff. Teachers-Educators will have input on which students receive interims and when interims are required to be completed by Teachers-Educators. This policy should also ensure that Teachers-Educators have an adequate amount of time to complete interims (no less than the interim window set by MCPS). The policy will be communicated to staff at least one week prior to the start of the interim window.</p>
115.	<p>P. Coverage 1. Teachers <u>Educators</u> 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. <u>In the event of an emergency When the nature of the absence makes it impossible to do so (e.g. car accident, medical illness/injury), unit members will inform the school as soon as possible and when reasonably able to do so.</u></p>
116.	<p><u>P.6. (new) MCPS will work with the Psychologists collaboration committee to build a pool of certified Psychologists to be called on to substitute and explore other viable solutions to the issue of psychologist coverage.</u></p>
117.	<p>Q.1. (Edit and move to Equity and Access Article.)</p>
118.	<p><u>Q.5 Prior to assigning educators to assignments, educators will be given the opportunity to share areas of professional strength and schedule preferences, including the option to volunteer for co-teaching assignments.</u></p>
119.	<p><u>Special Education Labor Management Committee</u></p> <p><u>A labor management committee shall meet on a monthly basis to develop and review regulations and practices related to the delivery of Special Education services in MCPS and be proactive in resolving issues of concern to both parties. Each party shall identify at least four representatives, and no more than six representatives, as permanent members of the committee. MCPS appointees shall have decision-making power and the ability to negotiate on behalf of MCPS. Topics that the committee shall address include, but are not limited to:</u></p> <ul style="list-style-type: none"> • <u>Workload</u> • <u>Paperwork reduction, duplication, data collection, and information management</u>

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	<ul style="list-style-type: none"> • <u>Support for IEP due process requirements</u> • <u>Selection and use of funds for curriculum and materials</u> • <u>Facilities and working conditions</u> • <u>Professional development</u> • <u>Support for schools to deliver focused interventions for students with special needs</u> • <u>Preparation time</u> • <u>Residency program for Special Education</u> • <u>Caseload and ratio</u>
120.	<p>S. Assessments</p> <p>1. <u>While MCEA and MCPS recognize the need for District-wide access to standardized student data, the highest and best use of tests and assessments is to inform student instruction. Therefore, MCPS and MCEA agree that for any student, the total of these hours shall not exceed the maximum hours in the “More Learning, Less Testing Act of 2017” (SB 452).</u></p> <p>...</p> <p>2. 2. Middle school Teachers teaching high school credit classes with required end-of-semester assessments will be provided with release time so that they can score the assessments within the prescribed timeframes.</p> <p>3. The parties agree that loss of instructional planning time should be minimized. <u>Instructional leadership teams shall have input on the testing schedule for their buildings.</u></p>
Article 17: Staffing	
121.	<p>A. <u>Allocations</u></p> <p>1. <u>Elementary</u></p> <p>a. 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 a paraeducator, <u>or other additional staffing</u>, for that teacher.</p> <p>b. 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.</p> <p>2. In Secondary schools,</p> <p>‡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.</p> <p>3. In order to address this issue:</p>

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- a. ~~The Office of School Support and Improvement (OSSI)~~ **MCPS** will provide MCEA with the annual staffing guidelines for local schools, including, **but not limited to**, the elementary art, music, and physical education guidelines.
- b. ~~OSSI~~ **MCPS shall inform** ~~will keep~~ MCEA ~~informed~~ of oversized classes and the allocation steps taken to reduce the number.
- c. MCEA will keep OSSI informed of what it learns of the conditions and impacts in specific classrooms.
- d. OSSI will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs, as necessary, to assist individual schools in understanding and applying the guidelines for developing schedules for teachers in these disciplines in elementary schools.
- e. The parties will work together through **the Labor Management Collaboration Committee** ~~existing joint problem-solving committees~~ to make recommendations on staffing levels **for teachers, as well as** for student services personnel and other specialists that will improve the quality of service provided to students and local schools.
- f. The Office of Human Resources and Development will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs, as necessary, to assist in the transfer and placement of teachers in those disciplines.

4. The classroom teacher is ~~the~~ **a** key member of the professional staff, and the degree of teacher time **that 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~~ **S**pecific 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.~~

- a. In staffing schools with classroom teachers, ~~however,~~ school administrators should regard **teacher:student** ratios ranging from one classroom teacher for each 28 pupils to one for each 25 pupils as the arrangement that will be approximated following assignment of all professional personnel in the local school system.
- b. In making staffing decisions, the **Director of Learning Achievement and Administration (DLAA)** ~~community superintendent~~ 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, **state**, or locally funded programs for ~~disadvantaged students~~ **high impact schools**.

C. Staff allocations for elementary and secondary counselors, elementary and secondary media specialists, teacher specialists, reading teachers, school psychologists, and

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	<p>speech teachers will be made as additions to the regular classroom teacher allocations.</p> <ol style="list-style-type: none"> 1. <u>During school year 2020-2021, the parties will collaborate to devise a plan to include school psychologists and PPWs as part of the base staffing model when new schools open.</u> 2. <u>The parties will discuss this goal of improved staffing in a contract reopener for FY 22.</u> <p>D. The Board agrees that the following numbers <u>Full Time Equivalent (FTE) ratios</u> of specialists <u>and other educators</u> are indicative of the goals that it would like to attain, where possible and practical, in terms of the budget authorized by the County Council:</p> <table border="1" data-bbox="342 800 1409 842"> <tr> <td data-bbox="342 800 792 842">Music Teachers— Instrumental</td> <td data-bbox="792 800 1409 842">Not less than one for every five <u>four</u> schools</td> </tr> </table>	Music Teachers— Instrumental	Not less than one for every five <u>four</u> schools
Music Teachers— Instrumental	Not less than one for every five <u>four</u> schools		

122.	<p><u>H. Volunteers</u></p> <ol style="list-style-type: none"> 1. <u>The volunteer’s role in facilities is to provide services to students that may not otherwise be offered.</u> 2. <u>The employer agrees that any volunteer programs shall not be utilized to displace bargaining unit members or to fill positions previously occupied by bargaining unit members, nor shall they be used to reduce unit members’ hours of work.</u> 3. <u>When MCPS desires to initiate a systemwide volunteer program, the idea will first be brought to the ADC for discussion so that the ADC may decide on any necessary next steps to address the impacts of the new program on the bargaining unit.</u> 4. <u>Upon commencement, the employer shall notify MCEA of these volunteer programs along with the following information: the number of participants, duties, work location, hours of work per week, and the duration of the program.</u> 5. <u>MCPS shall be responsible for ensuring that volunteers have completed compliance requirements. Administration shall maintain a current list of MCPS-approved volunteers that is accessible to unit members as needed for volunteer selection.</u> <p>I. In the event of a dispute over this article, the parties will meet in a good-faith effort to resolve it.</p>
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Article 18: Assignments

123.	<p>A.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. On the request of the unit members</p>
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	<p>affected, the changes will be reviewed promptly by the appropriate community superintendent, the unit members, and, at his/her their option, a representative of the Association. If the unit member is not satisfied that such changes are necessary and if <u>the unit member</u> he/she wishes to resign, <u>their</u> his/her resignation will be accepted without prejudice</p>
124.	B.1 Principals will strive to assign teachers in the areas in which they are certificated and experienced.
125.	B.2. Grade changes of more than three levels for elementary teachers who have taught at a particular level for 7 or more consecutive years shall be arrived at in a collaborative manner by the principal and the teacher. If an agreement is not reached, the assignment will be reviewed by the <u>Director of Learning, Achievement and Administration</u> community superintendent , at the request of the unit member.
126.	<p>4. Teacher aides <u>Paraeducators</u> 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 <u>the Instructional Leadership Team (ILT)</u></p>
127.	<p>5. <u>Co-Teaching</u></p> <p>4. <u>MCPS is committed to increasing special education and ESOL student access to the inclusive classroom through the co-teaching model. Co-teaching, when two educators work together with group(s) of students, sharing in the planning, organization, delivery, and assessment of instruction, as well as the physical space, best meets the student needs and ensures positive educational outcomes for all students. Every effort will be made to, align special educators and ESOL educators with grade level PLCs or departments to minimize additional preparations.</u></p> <p><u>2. In support of the co-teaching model, MCPS will continue to provide guidance to building leaders and educators engaged in co-teaching partnerships. Further, the district shall honor the following agreements:</u></p> <p>a. <u>Prior to an educator’s assignment, they will be given the opportunity to volunteer for a co-teaching assignment. Principals will make reasonable efforts to assign educators based on educational background, certification, and preferences.</u></p> <p>b. <u>Every effort will be made to schedule professional development shall be scheduled so that educators can attend content area training with co-teaching partners.</u></p>
Article 19: Salaries & Supplements	
128.	<p>A. Salaries</p> <p>1. The salary schedule, effective July 1, 2019, is as follows: <u>The annual salaries of all bargaining unit employees are set forth in the salary schedules attached</u></p>

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	<p><u>hereto as Appendix A. Such salary schedules contained in Appendix A are hereby made a part of this Agreement.</u></p> <p>2. <u>If a unit member resigns in good standing from MCPS after at least 5 years of service with “Meets Standards” evaluations and is rehired at a later date within 5 school years, that unit member will be placed at the step reflective of previous MCPS credited service plus credit for any qualifying service with another school system during the break.</u></p> <p><u>The parties agree to limited negotiations related to Article 19, Salaries and Supplements; Substitute Contract, Article 7, Salaries; HHT Contract, Article 6, Compensation.</u></p> <p>Note: The mediator stated that the reopener should commence on February 1, 2021 and should be addressed in an expedited fashion. Both parties agreed.</p>
129.	<p><u>The parties agree to jointly review the MCPS operating budget in collaboration with the other employee representative unions to determine what funds might be available to meet any part of the compensation agreements previously negotiated between the unions and the Board of Education. The review shall commence no later than August 1, 2020 and conclude its work and make recommendations to the union leadership and the Superintendent of Schools no later than August 31, 2020.</u></p> <p>While this process is still ongoing, a health care premium holiday, in order to offset health care premium increase, was negotiated for January 2021.</p>
130.	<p>A.6- 7. The parties agree that the option for 10-month unit members to receive pay over 12 months will be included in the next requirements for a replacement HRIS system <u>by FY 2022.</u></p>
131.	<p>B.10. Any unit member being paid a supplement for resource teacher or resource counselor responsibility who is selected for a rotating central office, 10-month 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.</p>
132.	<p>C. 1. <u>NBCT Coaches</u>— A National Board Certified teacher who is working in the NBCT Candidates Support Program as a candidate coach shall receive a stipend of \$210 for each candidate coached.</p>
133.	<p>C.4. Edline Super Users. <u>Synergy Superusers:</u> A unit member appointed as an Edline Super user in a school shall receive an annual stipend of \$750 <u>\$650.</u> <u>There will be at least one synergy superuser per elementary school and at least two in secondary schools.</u></p>

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Article 20: Extracurricular Stipends

134.	K. Extracurricular Activities		
	Outdoor Environmental Ed Organizer (Elementary Schools w/Grade 6 Students)	Elementary <u>Middle</u>	\$600
	Cross Country (Coed)	Middle	\$953 <u>\$1,035</u>

135.	<u>L. Stipend workgroup</u>	<p><u>1. MCEA and MCPS agree to convene a workgroup for one year to examine and propose policy and procedures governing the allocation of funds for extracurricular activities. Each party shall appoint 6 representatives. The committee’s charges will include:</u></p> <p><u>a. Surveying all Fall, Spring, Winter, and year-round stipend recipients to obtain information on actual hours spent conducting the requirements of sponsorship.</u></p> <p><u>b. Reviewing class 3 stipend assignments by school.</u></p> <p><u>c. Recommending changes to current job descriptions and estimated hours required for each stipend activity. Particular attention should be paid to promoting equity in hours across each athletic and non-athletic activity.</u></p> <p><u>d. Identifying ways to increase the number of stipend opportunities at the elementary school level.</u></p> <p><u>2. The workgroup will report to MCPS and MCEA through the Operations & Contract ASLMC their recommendations by May 2021.</u></p>	
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Article 21: Other Compensation

136.	<u>A.7</u>	Unit members working as teacher trainers during the summer shall be paid at their hourly rate. Effective July 1, 2009, U unit members eligible for additional compensation for working as teacher trainers shall be paid at their hourly rate (Article 7, Section A, Subsections 8 and 9).
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137.	<u>B.3.</u>	All summer in-service and curriculum development centers shall have clean, <u>air-conditioned</u> , appropriately equipped work areas, facilities, and restrooms.
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138.	<u>C. Evening High School, High School Plus, and Saturday School Credit Graduation Validation Programs</u>	<p><u>1.</u> Unit members selected for <u>High School Graduation Validation</u> credit program assignments shall be paid at their hourly rate (annual salary divided by 1560, the number of hours paid in a 195-day school year</p>
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	<p>2. Preparation time currently being received for the <u>High School Graduation Validation Programs</u> evening high school and Saturday School credit program shall continue.</p> <p>3. Positions in the <u>High School Graduation Validation Programs</u> 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.</p>
139.	<p>D. Training</p> <p>Professional development programs offered by MCPS shall be categorized into four “tiers”:</p> <ul style="list-style-type: none"> • Tier One—<u>Any training that MCPS requires a unit member to attend.</u> Training programs of the highest priority for MCPS; those that are the result of critical initiatives that are a result of Our Call to Action, the system’s strategic plan • Tier Two—Training programs that provide important content or skill enhancement for unit members. but are not a part of Tier One priority system initiatives. • Tier Three—Other courses that are offered, which enable members to meet state or local certification mandates. • Tier Four—Other courses made available by MCPS, which unit members may self-select but do not meet the criteria for a higher tier.
140.	<p>F. Moves Between Work Places</p> <p>Classroom teachers (.5 FTE and above) whose full assignments are changed from one or more work locations to one or more other work locations or staff <u>forced to relocate mid-year due to a partial reconstruction or renovation in which there was not a school-wide closure</u> are eligible for up to six (6) <u>seven (7)</u> hours of compensation at the Tier Two rate of pay for moving.</p>
Article 22: Insurance	
141.	<p>B.3 Smoker Rates</p> <p>Annual plan enrollments will include a signed attestation as to whether the employee or spouse on the benefit plan is a smoker or a nonsmoker. A nonsmoker is defined as someone who has not used tobacco products during the prior 12-month period. Plan participants who are smokers shall pay a premium surcharge of an additional 3 percent. Effective January 1, 2018, if either the employee or spouse is a smoker, the employee shall pay the premium surcharge of 25 percent. Plan participants who falsely attest to being a</p>

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	nonsmoker 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 in the smoker status for self or spouse during the plan year, which will result in removal of the imposition of the surcharge. <u>This Smoker Rates provision expires December 31, 2020.</u>
142.	<p>Concepts 1 and 2 below have already been enacted and will be in effect until December 2022.</p> <p>The terms and provisions of the employee benefit plans shall continue unchanged from the current 2018-2020 Agreement except that the following changes will be made:</p> <ol style="list-style-type: none"> 1. MCPS health plans shall be modified to include hearing aids for employees and dependents effective with the new plan year. 2. MCPS health plans and the Negotiated Agreement will be modified to remove all provisions pertaining to smoking attestation and related smoking surcharges and any other penalties. 3. Work jointly through the ADC to reinvigorate the Joint Employee Benefits Committee so that it returns to its intended function as a body actually making recommendations to the Board and Superintendent rather than simply serving as a sounding board listening to vendor and staff reports. Part of this shall include exploring ways in which the unions can play an expanded role in the governance and oversight of the plans.
Article 24: Voluntary Transfers	
143.	<p>A. <u>MCPS assignments and transfers of MCEA bargaining unit members shall support the instructional program and take students’ needs into consideration.</u></p> <ol style="list-style-type: none"> <u>1. MCPS shall post all vacancies in an accurate and timely manner.</u> <u>2. Vacancies shall not be held or frozen because a principal is on leave.</u>
144.	<p>B. <u>2. ... Appointments may not be requested prior to the announced date before the Fair and interviews may not be conducted prior to the Job Fair, save those designated high impact schools.</u></p>
145.	<p>C. The voluntary transfer process will close temporarily at the end of the business day on a Friday that is at least three weeks after the last Job Fair and will reopen following completion of comparable priority placements.</p>
146.	D. Posting of Vacancies

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	<p>It is in the best interest of the school system and unit members that all vacancies be posted during the transfer season. <u>Administrators shall post all vacancies on MCPS Careers within 48 hours of approval to seek candidates for the open position.</u> All teacher vacancies are required to be posted on MCPS Careers. The posting of vacancies will be monitored for accuracy by the Office of School Support and Improvement and the Office of Human Resources and Development. <u>Positions that have been filled should be closed within 48 hours on MCPS Careers.</u></p>
147.	<p>E. Twelve-month Job Postings</p> <p>Vacancies for any 12-month positions in the bargaining unit will be posted on MCPS Careers. 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 <u>for that fiscal year, or until a replacement is identified, whichever occurs first.</u> Identification of a replacement will be given high priority by Office of Human Resources and Development staff.</p>
148.	<p>F. Electronic Resume Bank <u>MCPS Careers</u></p> <p>Unit members will be able to post <u>share</u> their resumes and job profiles on MCPS Careers so that all principals and supervisors will be able to review unit members' resumes. All part-time teachers seeking full-time positions, and full-time teachers seeking part-time positions, will inform the Office of Human Resources and Development via MCPS Careers. When appropriate vacancies occur, the Office of Human Resources and Development will inform unit members of these vacancies. <u>for any posted position. Staff who wish to transfer from full-time positions to part time positions, or vice versa, should apply to positions of interest on MCPS Careers (or its digital equivalent). All vacancies will be posted in MCPS Careers.</u></p>
149.	<p>G. Monitoring Transfers</p> <p><u>Each week during the involuntary and voluntary transfer season,</u> the Office of Human Resources and Development will compile and provide information to the Office of School Support and Improvement and MCEA on the numbers of <u>involuntary</u> transfers <u>and the number of voluntary transfers</u> from individual schools.</p>
150.	<p><u>K. If a staff member is assigned to multiple locations and requests a transfer from one location; that request will not impact the other schools in their assignment.</u></p>
151.	<p><u>L. (H.)</u> If a voluntary transfer approved for the good of the school system causes unit members to move from a field in which he/she they are certificated holds a standard or advanced professional certificate to a field in which he/she does not hold a standard or</p>

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~~advanced professional certificate~~ **they are not certificated**, the unit members will sign a statement of understanding that will verify that the unit members are aware of the following:

1. That ~~he/she~~ **they** will have to take additional coursework **or the appropriate certification exam** in order to become fully certificated in the field to which ~~he/she~~ **they are** reassigned.
2. That a reasonable period of time, but in no case more than two years, will be established by the Board of Education to enable ~~the~~ **each** 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.~~

Article 25: Involuntary Transfers

152. 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.

1. **Notification:**

MCPS will provide MCEA a list of unit members identified for involuntary transfer by the Third Friday in March. The list of involuntary transfers shall include:

- a. **Subject**
- b. **Full Name**
- c. **Ethnicity**
- d. **Gender**
- e. **MCPS Hire Date**
- f. **Years of experience**
- g. **Total Full Time Equivalent**
- h. **Priority Placement Type**
- i. **Location Transferring From**
- j. **Job Description**
- k. **Department**
- l. **Certification Subject Area**

153.

2. **Procedure:**

In the case of potential involuntary transfers, prior to issuing assignments:

a. **Members will be offered the option of reducing to part-time in order to mitigate the involuntary transfer.**

b. ~~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~~

Unit members will have the opportunity to inform appropriate administrators regarding their preferences for a new assignment.

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	<p>c. <u>The Principal shall</u> allow a unit members to voluntarily place himself/herself <u>themselves</u> on the involuntary transfer list <u>if their transfer mitigates the transfer of another MCEA unit member</u>.</p> <p>d. <u>Impacted MCEA bargaining unit members will receive notice of involuntary transfer in writing by the third Friday in March and given the opportunity to search for open positions in MCPS Careers (or its digital equivalent) and can attend a system wide meeting held by the Office of Human Resources and Development to receive appropriate information.</u></p> <p>Notice of an involuntary transfer will be given to the unit member as soon as possible</p>
154.	<p>C. <u>Factors:</u></p> <p><u>The principal or supervisor shall consider:</u> a unit member’s length of MCPS service, area of <u>certification</u> competence and experience, and major or minor field of study <u>as will be considered</u> significant factors in the involuntary transfer process. In addition, because the parties believe that there are educational benefits for all students to be taught by a diverse staff, MCPS will consider diversity in the transfer process. Diversity is defined broadly to include, <u>but is not limited to,</u> gender, race, and ethnicity.</p>
155.	<p>In the event that <u>if</u> other significant factors are equal, <u>the principal shall use</u> a unit member’s length of MCPS service will prevail <u>as the prevailing factor,</u> except for the SYSTEMWIDE effort to promote increased diversity in the workforce. The parties will jointly develop implementation procedures for this SYSTEMWIDE effort. In determining “area of competence” in elementary schools, involuntary transfer decisions will be made within the group of those similarly certified (and not job code).</p>
156.	<p>E. A unit member may grieve an involuntary transfer that is alleged to be based on arbitrary, <u>retaliatory,</u> or capricious reasons.</p>
157.	<p>F. 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. Effort will be made to honor the unit member’s geographic preference as indicated on the preference sheet if a vacancy in the teacher’s area of certification is available.</p> <p><u>Unit members on the involuntary transfer list may indicate their preference of assignment and geographic area, including specific open positions to MCPS prior to the priority placement meeting.</u></p>
158.	<p>H. Priority Placements</p> <p>1. Placement of unit members on involuntary transfers and returnees from leave will occur at a systemwide meeting scheduled after the close of the voluntary transfer season and prior to July. Meetings will be organized by school level (one for</p>

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	<p>elementary, one for secondary). Community superintendents, principals who have vacancies and those who have placed teachers on the involuntary list, appropriate human resources representatives and MCEA will be invited <u>the current OSSI structure. MCEA shall appoint at least two representatives to attend each of these meetings.</u></p>
159.	<p><u>H. 3. Priority Placements/Assignments of MCEA bargaining unit members on the involuntary transfer list will be complete prior to:</u> H.3 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.</p> <ol style="list-style-type: none"> 1. any change of a part-time member to full-time 2. any change of a full-time member to part-time 3. any new hire is assigned
160.	<p>4. Priority placements whose initial placement did not meet their preference criteria will notify the Office of Human Resources and Development 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.</p>
161.	<p><u>H.4. Involuntarily transferred MCEA bargaining unit members</u> whose initial placement did not meet their preference criteria will notify the Office of Human Resources and Development in writing of their wish to have their folders identified for continued review. These unit members are encouraged to send résumés and cover letters to principals at schools with vacancies that more closely meet their preferences. <u>are encouraged to participate in the Voluntary Transfer Process.</u></p>
162.	<p>J. When an involuntary transfer is necessary, an effort will be made by the principal and appropriate community superintendent to allow a unit member to voluntarily place himself/herself on the involuntary transfer list.</p>
163.	<p>K. An article will appear in MCPS Careers late in May <u>February</u> regarding the <i>procedure used to reassign</i> status of unit members being involuntarily transferred and returning from leave and the procedure used to reassign them. Information also will be presented in MCPS Careers regarding the procedure for retirement.</p>
164.	<p><u>L.</u> Vacancies will not be held or frozen because a principal is on leave. Involuntary placements will continue, regardless of the availability of the principal.</p>
165.	<p>Any <u>Unit members</u> who might need to be involuntarily transferred will be reassigned to his/her <u>their</u> 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 <u>if an assignment has already been made</u> to another position. No</p>

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	changes will be made if the vacancy occurs after July 20, unless the two participating community superintendents, principals, and the teacher agree to the change.
Article 30: Leaves	
166.	C.5. Indebtedness of Advanced Sick Leave at Termination of Service —A unit member who, on termination of service with Montgomery County Public Schools, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from their his/her earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced sick leave not covered by their his/her earned salary. <u>Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.</u>
167.	C.7.b. A unit member on sick leave shall notify the appropriate official as to the progress of his/her their illness and the exact projected date of his/her their availability for duty, as soon as it is determined, with at least one day’s notice.
168.	C.10. e. The parties are committed to full implementation of the bank no later than January 1, 2018.
169.	E.5. Workers’ compensation leave is approved by the Employee and Retiree Service Center ERSC , and is contingent upon the 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 monies received. This payment can be in the form of annual leave, sick leave, or lump sum payment. <u>Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.</u> 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 right of subrogation, be transmitted to the Board by the unit member.
170.	F.6.c. <u>Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.</u>
171.	H.1.f. ... <u>Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.</u>
172.	H.2.a.2 (c) Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted including the second or the third year.

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173.	H.2.a.3. Contractual Agreement —A unit member, <u>who is</u> granted leave for improvement, shall enter into a written contract by which he/she agrees <u>they agree to</u> return to service in 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 year, he/she <u>they</u> shall refund any monies paid to him/her <u>them</u> or on his/her <u>their</u> behalf by the Board of Education. <u>Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.</u>
174.	H.3.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, <u>or immediate supervisor,</u> will forward them to the Office of Human Resources and Development.
175.	H.6.c. ... <u>Upon the request of the unit member, MCPS will work with the member to set up a payment plan. During all payment plan discussions, the member will be entitled to union Representation.</u>

Article (New): Equity and Access

176.	<p><u>Introduction</u></p> <ol style="list-style-type: none"> <u>To ensure that all MCPS students, particularly African American, LatinX, low-income students, English Language Learners, LGBTQIA+, and students with special needs, receive a world-class education that prepares them to thrive in a rapidly changing world, we mutually agree on the importance of providing equitable access to the resources, opportunities, and supports they need to excel. In support of these objectives we commit to work together on the strategies enumerated below and on additional efforts that will be identified.</u> <u>MCPS and MCEA, believing that truly diverse schools enhance learning for all students, shall collaboratively develop a plan to promote equity and inclusion by providing equitable access to resources, opportunities, and the supports students need to be successful in college, career, and life. This will be achieved through effective instruction, collaborative and individual planning, early learning initiatives, and concerted interventions to perform on or above grade level by 3rd grade and to sustain on or above grade level performance through graduation.</u>
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177.	<p>A. <u>Training, Recruitment, and Retention:</u></p> <ol style="list-style-type: none"> <u>Unit members shall be offered training and resources identified by the Joint Professional Learning Committee (JPLC) necessary to grow and develop cultural competence (including LGBTQIA+), culturally-relevant teaching strategies, and</u>
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	<p><u>positive relationships with all students, staff, parents, and community members, regardless of race, ethnicity, gender, sexuality, religion, or background.</u></p> <p><u>2. Unit members shall be offered training for trauma-informed practices (e.g. Maryland Handle With Care program)</u></p> <p><u>3. MCPS shall strategically recruit and hire effective and diverse school staff that reflects the diversity of the MCPS student body.</u></p>
178.	<p><u>3. Curriculum:</u></p> <p><u>MCPS shall provide curriculum and support implementation that meets the needs of students by including enrichment and appropriate challenges for all children, including students who thrive in on-grade level studies, children with special needs, English language learners, and students who exhibit academic giftedness.</u></p>
179.	<p><u>4. Course Offerings and Enrollment:</u></p> <p><u>.1. MCPS shall support the work of unit members by seeking to empower students, families, and community members with training and information about available course offerings in order to increase equitable access to all course offerings.</u></p> <p><u>.2. MCPS shall support the work of unit members by committing to offer advanced courses in all secondary schools, particularly those serving historically underserved students.</u></p> <p><u>.3. MCPS shall support the work of unit members by having clear and transparent processes for enrollment in advanced courses.</u></p>
180.	<p><u>When making assignments in schools, management should prioritize the balancing of teaching assignments so that varying course levels (e.g. on-level, inclusion, compacted math, honors courses, AP, IB, etc) are taught by a mix of teachers (when applicable). Further, a principal should prioritize the balancing of teaching assignment so that non-probationary teachers, former consulting teachers, NBCT teachers, teacher leaders (e.g. team leads, department chairs, Resource Teachers, Content Specialists, etc) when serving as a teacher of record, are not teaching only advanced courses (e.g. compacted math, honors courses, AP, IB, etc).</u></p>
181.	<p><u>5. Extended and Supplemental Learning Opportunities:</u></p> <p><u>In order to eliminate disparities, funding will be given to support innovative extracurricular programs designed to improve outcomes and opportunities for students who traditionally have not had opportunities in the past. Funds must be used to support programs that specifically focus on academic success, leadership in</u></p>

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	<p><u>school, enrichment, remediation, and/or interest-driven learning. Each program must be open to all students. Programs may propose content that the school considers of particular interest or relevance to bolstering achievement of particular groups of students, such as African-American and Latino students, consistent with the school’s improvement plan and the MCPS strategic plan.</u></p>
182.	<p><u>Whole Child Approach/Restorative Justice</u> <u>Teachers and students deserve school environments that are safe, supportive, and conducive to teaching and learning. Creating such a climate requires close attention to the social, emotional, and behavioral needs of all students. To meet our joint goal of avoiding disparities within school discipline and other practices; ensuring student outcomes are not predictable by race, ethnicity or socioeconomic status; and increasing the awareness of the prevalence and impact of historical disciplinary practices, MCPS shall:</u></p> <ol style="list-style-type: none"> <u>.1. Use inclusive and comprehensive approaches to student discipline and behavior management informed by effective, strategic decision-making practices and shall include:</u> <ol style="list-style-type: none"> <u>.1.1. school-wide and classroom-positive behavior supports,</u> <u>.1.2. mental wellness approaches (e.g. anger management, anxiety reduction, managing depression, etc.),</u> <u>.1.3. social skills development,</u> <u>.1.4. targeted interventions, and/or</u> <u>.1.5. restorative practices that target the needs of individual students</u> <u>.1.6. identifying supports (interventions, strategies, accommodations, modifications, etc.) through a thoughtful problem-solving approach that focuses on “why” a student may be exhibiting inappropriate behavior(s).</u> <u>.1.7. ensuring that staff receives problem-solving training so that they are aware of processes and procedures and different reasons why students behave inappropriately.</u> <u>.1.8. collaborating with student service professionals in designing school specific student discipline and behavior management plans.</u> <u>.2. The LMCC shall designate a committee to implement and sustain a Restorative Justice program.</u>
183.	<p><u>Special Education</u> (Delete Relevant Sections in Article 16 and add new language in Equity and Access Article)</p> <p>3. The Board will make every reasonable effort to provide adequate clerical support to special educators responsible for annual review to assist in the scheduling of</p>

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~~meetings, preparation of parent letters, and the photocopying and dissemination of IEP meeting notes.~~

~~4. In elementary schools, other special education teachers will be provided with time in addition to the standard individually managed time to complete caseload related tasks, including observations, consultation, assessments, team meetings, parent conferences, and resource room support. The special education teams, in collaboration with the administration and/or leadership team, will determine the extent of this work and when this work is to be accomplished. The amount of time may vary depending upon caseload.~~

.1.1. Elementary school special educators, who have and maintain a classroom, including preschool special educators, in addition to their daily planning, shall have weekly preparation time during the student day, that is sufficient for caseload management time.

*.1.2. Schedules for speech/language pathologists, **auditory communication specialists**, elementary school resource room ~~teachers~~**educators**, occupational therapists/physical therapists, **transition educators**, and itinerant vision and auditory **educators** ~~teachers~~, will include three hours per week within the workday, in addition to the standard individually managed time specified in this article, for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences. [moved from Art. 16 Q1]*

*.1.3. L. 1. Unit members assigned classroom responsibilities shall have at least ~~two~~ **three** **uninterrupted** 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. **These days will include up to four (4) hours of online compliance training requirements.** No other meetings or duties shall be required of the unit member during the ~~two~~ **three**-day period. ~~2. In addition to L1. 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.~~*

.1.4.

*.1.5. Special **educators** ~~education classroom teachers~~ in both secondary and elementary shall be allotted substitute hours, providing for coverage in the classroom, in order to hold IEP meetings.*

.1.6. Elementary school special educators who are assigned to self-contained special education classrooms shall not be required to instruct more than two (2) consecutive grade levels per classroom. .

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.1.7. Special education teachers who are assigned to self-contained classrooms shall not be reassigned to other duties during periods when they are providing instruction for their students.

.1.8. Special educators shall not be requested or required to assume responsibility for students from classrooms of absent educators when substitutes are unavailable, except in cases of emergency or to provide for student safety.

.1.9. In elementary and secondary schools/programs, at no time will special education classes be discontinued so that substitute service may be performed by educators of these programs, except in cases of emergency or to provide for student safety.

.2. Caseload/Ratios

.2.1. The Board agrees the following Full Time Equivalent (FTE) ratios of special education caseloads are indicative of the goals that it would like to attain, where possible and practical, in terms of the budget authorized by the County Council:

<u>Population/Program</u>	<u>Ratio (educator: student)</u>
<u>Learning and Academic Disabilities LAD/ Resource/Other Health Impairment/Speech-Language Impairment/Orthopedic Impairment</u>	<u>1:20</u>
<u>Social/Emotional Special Education Services (SESES)</u>	<u>1:10</u>
<u>Deaf/Hard-of-Hearing (DHOH)</u>	<u>1:8</u>
<u>Visually Impaired</u>	<u>1:8</u>
<u>Autism</u>	<u>1:6</u>
<u>Learning for Independence (LFI)</u>	<u>1:12</u>
<u>School Community Based Instruction (SCB)</u>	<u>1:8</u>
<u>Preschool Education Program (PEP)</u>	5-hour program: 1:6 All other programs: 1:9
<u>Speech Language Pathologists (SLP)</u>	<u>1:57</u>

1.1.1. Many factors are involved with an equitably distributed case load including the overall student needs, goals, and hours of support. Every effort shall be made to distribute caseloads equitably at each school site. Special education teachers with concerns about inequity in their workload may meet with their RTSE to discuss the concern and meet with the administrator collaboratively resolve the concern. If it can't be resolved, the administrator will make the final decision.

1.2. Training

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1.2.1. Special educators shall have access to training and resource materials regarding the preparation of IEPs. Such materials may be available online. Prior to the first day of preservice, the Board shall advise all special educators of the training and resource materials available and shall ensure educators are informed of how to access such materials.

1.2.2. The district will make training available for all unit members who are asked to complete a functional behavior assessment (FBA)/behavior intervention plan (BIP), home visits, and/or a manifestation determination by December 2021.

1.2.3. The district will make training available for general educators who must complete the Quarterly Reports, including templates and accompanying documentation, detailing how a Quarterly Report should be completed.

1.2.4. Unit members that are required to become certified in nonviolent intervention training in order to respond to students in crisis shall be provided training before being expected to use nonviolent intervention methods. Unit members who require recertification shall be given multiple opportunities for recertification prior to the expiration of the certification. If the training is offered in the summer, and required, it will be designated as Tier 1 training.

1.3. Each school shall maintain a crisis intervention team of adequate membership to address the needs of the school. Team members shall be trained or certified in nonviolent interventions in order to respond to students in crisis who are in need of de-escalation. Procedures for calling the team into action shall be clearly communicated to staff.

1.4. Curriculum and Supplies

1.4.1. Special educators, students, and related staff (e.g. psychologists and speech language pathologists) shall be provided assessment tools, textbooks, and consumable materials commensurate with the needs of the students and program.

1.4.2. Equipment and supplies required to ensure a safe and sanitary environment for students and staff shall be provided. Equipment and supplies required to maintain the integrity of student access to curriculum shall be provided as well.

1.5. Paperwork

1.5.1. Notification and Compliance

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MCPS will provide MCEA with notice of proposed changes as early as is practicable regarding changes in processes or forms that are required to comply with the law that affect work load requirements. Notification must be in writing and sent to the MCEA Office of the President (c/o the Executive Assistant to Governance).

1.6. Time Demands:

1.6.1. Teams shall have discretion on scheduling PLC and collaborative planning two weeks before the end of marking periods to attend to quarterly reporting duties.

1.6.2. General educators with comparably high time obligations to the quarterly reporting process may request, and shall be provided, support in completing documentation. Support considerations can include, but are not limited to, coverage during the last two weeks before the marking period, release from collaborative planning, paraeducator support, and clerical support. During the 2020-2021 school year, the LMCC will work to define “comparably high time obligations.”

1.7. Clerical Support

Consistent with the language in Article 16(Q)(3), MCPS will ensure that there is adequate clerical support to assist MCEA unit members in the scheduling of meetings, preparation of parent letters, photocopying and disseminating IEP meeting notes, and other documentation as associated with IEPs and the Quarterly Reports requirements.

184. **ESOL/ELL**

ESOL teachers will have meaningful input into the development or modification of the ESOL instructional model at each school.

185. **Community School Model**

1. Design, Deployment, & Evaluation

a. MCPS supports the principles upon which the community schools model is based including having a strong proven curriculum, high quality teaching, inclusive leadership, positive behavioral practices, community partners and inclusive means of providing supportive community services. MCPS is committed to ensuring that the community schools model is successfully deployed as appropriate throughout the district. As the successful operation of community schools involves staff of all three collective bargaining units, MCPS

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	<p><u>will create a collaborative committee which will include representatives of each of the three bargaining representatives of district staff, representatives of MCPS and which will obtain input from representatives of school families and the community to oversee the implementation of the community school model. MCEA will be entitled to appoint as many members as each of MCPS, SEIU Local 500 and MCAAP appointee. This committee will be charged to:</u></p> <ol style="list-style-type: none"> <u>1) Articulate the MCPS model for Community Schools.</u> <u>2) Recommend a plan to the ADC for implementation of the Community Schools model in MCPS. The National Education Association’s publication, THE SIX PILLARS OF COMMUNITY SCHOOLS TOOLKIT will be used as a guide.</u> <u>3) Evaluate the effectiveness of the Community Schools strategy</u> <u>4) Make recommendations regarding when and how MCPS should expand the number of community schools.</u> <p>b. <u>Each community school will identify a Community School Liaison who will be a standing member of the school’s instructional leadership team in order to ensure faithful adherence to the principles of the community school model in each school.</u></p>
186.	<p>2. <u>Montgomery County Infants and Toddlers Program (MCITP)</u></p> <p><u>A. Schedules</u></p> <ol style="list-style-type: none"> 1. <i>Flexible scheduling shall be used to determine assigned work days throughout the fiscal year, and all leave provisions will be applied throughout the year for all 10 month staff</i> 2. <u>For 10 month employees, when MCPS schools are closed due to inclement weather, MCITP services are cancelled. Unit members are granted emergency leave.</u> In regard to delayed opening and/or early dismissal authorized by the superintendent, <u>family visits will begin at 10:00 AM. In the case of early dismissal, family visits will end at 1:00 PM.</u> 3. <u>MCITP unit members will be responsible to fulfill 16-hours of professional time that will focus on instruction and improving student achievement. These days will not be scheduled on the work calendar as the time is to be worked on non-duty days, before, or after regular duty hours.</u> <p><u>B. MCITP will at a minimum, have the same number of professional and independent planning days in total as school-based staff.</u></p> <p><u>C. All 10 month MCITP unit members will have a normal onsite workday of seven (7) hours, in addition to their duty-free lunch and one hour off site work.</u></p>

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D. Start and end times of the duty day may be flexible. Hours are approved on an annual basis by the corresponding site’s Coordinator. Times may be changed upon mutual agreement between the unit member and the Coordinator, in accordance with established procedures, in order to meet the needs of families.

E. 10 month, MCITP unit members shall, at a minimum, have the same total number of grading and reporting/telework days as school based educators.

F. Materials: MCITP unit members shall be provided an electronic device and access to WiFi by FY 2022.

G. Each site supervisor will meet monthly with the MCEA building representative(s) to address any concerns.

Article 32: Duration

187. **The parties agree to limited negotiations related to Article 19, Salaries and Supplements; Substitute Contract, Article 7, Salaries; HHT Contract, Article 6, Compensation; and up to one additional Article of this Agreement selected by each party during FY21, the results of which will apply to the second year of this Agreement.**

The reopener should commence on February 1, 2021 and should be addressed in an expedited fashion.

Substitute Teachers’ Contract

Article 2: Definitions

188. **Retroactive Long-Term Pay – Once a substitute has achieved long-term status in an assignment, the employee shall be entitled to be paid retroactively the difference between the short-term rate and the long-term rate.**

Article 4: Professional Development

189. 1. The Board agrees that substitute teachers may participate in in-service courses ~~on a space-available basis.~~ **Any substitute teacher can to attend professional development experiences. Preferential placement of full-time educators will supersede substitute staff enrollment. Professional development experiences, outside of the substitutes conference, shall not be paid.** ~~ny substitute teacher who has worked at least 45 days (315 hours) in the previous semester shall be eligible to enroll in appropriate professional development experiences.~~

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Article 5: Schedules and Work Load	
190.	B. Each substitute unit member will <u>shall</u> 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, <u>except that in no case will a substitute unit member in a short-term assignment be required to work beyond the contractual seven-hour day unless additional hourly pay is authorized.</u> Starting and dismissal times shall be assigned by the principal.
191.	C. Each <u>All</u> substitute unit members shall receive an informational packet relevant to the operation of the specific school to which he/she has <u>they have</u> been assigned. This packet will be returned by the substitute unit member when the assignment terminates. In addition, schools will prepare a brief document for substitutes that simply spells out the discipline policy, has a map of the school, and other important school operations that might affect them.
192.	<u>E. In the event that MCPS fails to communicate that schools will be canceled, or reverses a previous decision in favor of closing school and a substitute educator who arrives at the required delayed time on a day when there is a delayed opening shall be paid for the entire workday of the educator for whom they are substituting. Substitutes shall be paid for the entire time that they have been engaged, even in the event of an early closing or due to an emergency.</u>
Article 6: Working Conditions; Due Process	
193.	B. Due Process No substitute teacher will be disciplined without proper cause. Discipline shall be defined as including reprimand and warning notices and removal from a sub list. A principal shall inform the substitute teacher promptly when the substitute teacher is being removed from the school's list. The substitute will <u>shall</u> be informed of the reason(s,) <u>and will have an opportunity to provide countervailing information. (See Article 11 of the MCEA/BOE Contract.)</u>
Article 7: Salaries	
194.	<u>(Add a third column for Associate Degree substitutes.)</u>
195.	C. 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 <u>the substitute</u> shall be entitled to be paid the long-term rate beginning with the eleventh <u>first</u> day 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.

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196.	F. If two short-term substitute teachers <u>arrive at school</u> 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 <u>the substitute with the job number assigned by the Central Substitute Assignment System will</u> perform the absent educator's duties. The substitute 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 that day.
197.	H. Substitutes in secondary schools will be compensated at the stipend rate <u>"Class Coverage Rate"</u> (see Article 20, Section I) for each period that they are called upon to provide emergency class coverage during their scheduled planning time. Volunteers will be called upon first.
198.	<u>J. Priority consideration will be given to qualified substitutes applying for A-D Salary Schedule jobs.</u>
Article 8: Authorized Absences	
199.	<u>A. All substitutes will accrue leave based upon all applicable laws including but not limited to Federal law, COMAR, the Maryland Healthy Working Families Act, and the Montgomery County Sick and Safe Leave Law.</u>
200.	<u>B.</u> A. A long-term substitute teacher may be absent up to two consecutive duty days for illness. Beginning with the third month of continuous service in the same assignment, long-term substitute teachers working full-time shall accrue paid leave for personal illness, at the rate of one day per month, <u>or at the rate mandated by applicable law, whichever is greater, for use during the current and subsequent long-term assignments.</u> Regular part-time, long-term substitutes shall accrue leave for personal illness in proportion to the assignment. Leave shall accumulate as long as the substitute remains in the same long-term assignment. A certificate by a physician confirming the necessity for the substitute's absence due to illness, injury, or quarantine may be requested. Use of approved, accrued leave for a long-term substitute will not be considered a break in service.
201.	<u>C.</u> B. A long-term substitute may be absent without pay and without interruption of the long-term status for the following reasons: <ol style="list-style-type: none"> 1. A maximum of four days of absence upon the death of a child, parent (natural, foster, step, or in-law), brother, sister, husband, wife, or anyone who has lived regularly in his/her <u>the unit member's</u> household.
Article 9: Supplement	
202.	<u>Article 13 from main contract – Sections C and D -- New Curriculum (for long-term substitutes only)</u>

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Home and Hospital Teachers' Contract	
Article 3: Collaboration	
203.	A. The Board of Education and MCEA home and hospital teachers (HHTs) will establish a <u>continue to participate in the</u> Committee for Joint Collaboration (CJC) that will be a forum to identify and problem solve problems, in a timely manner, <u>address</u> issues and concerns related to home and hospital teaching and promote collaboration between the HHTs and the Board in developing, implementing, and evaluating solutions utilizing the core principles of continuous improvement, as set forth in the Board-approved Our Call to Action strategic plan.
Article 4: Professional Development	
204.	<u>H.</u> The Board agrees that home and hospital teachers may participate in in-service courses on a space available basis . Any HHT who has worked at least 100 hours in the previous semester shall be eligible to enroll in appropriate professional development experiences.
205.	B. HHTs will be offered a minimum of three hours per semester of paid training. An HHT must have worked at least 50 hours in the previous year to receive compensation. An HHT hired after April 1 of the previous year will be eligible to participate with compensation. <u>HHT training outside of identified paid training will not be compensated.</u>
Article 6: Compensation	
206.	Certificated/ <u>MCPS Retiree</u>

Side Letter	
207.	<p>Salary Scale Reorganization</p> <p>This letter reflects the understanding of MCPS and MCEA regarding a salary sale reorganization that is intended conceptually to enable MCPS to better attract and retain exceptional teachers.</p> <p>The parties have discussed and appreciate the financial uncertainties and obstacles confronting MCPS as a result of COVID-19 pandemic and acknowledge that any restructuring to the salary scale applicable to MCPS's educators would require significant study and thoughtful analysis. The parties acknowledge, too, that the costs associated</p>

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with such potential restructuring are likely to be extensive and could require a phased or multi-step implementation.

MCPS will engage in discussions with MCEA regarding the need for and proposals relating to such reformed salary structure. The parties recognize that for the duration of this contract these discussions will occur outside of traditional bargaining, but with the mutual goal of conceptualizing an appropriate compensation structure that is consistent with both the goals articulated above and is consistent with the provision of quality education and equal educational opportunities for children. Any recommendations resulting from the discussion, including for the process of implementing such recommendations, may be taken up in future negotiations for inclusion in the contract as appropriate.