

**Agreement between
Montgomery County Education Association and Board of Education of Montgomery County, Rockville,
Maryland for July 1, 2023 and June 30, 2027**

The following amendments to the 2020-2023 negotiated Agreement are recommended. Additions are indicated with underlining and deletions are indicated with ~~strike out~~.

Article 1 - Recognition

Section D, Subcontracting, subsection 2

2. In addition, if the Board is contemplating subcontracting any bargaining unit work, the Association shall be given sufficient advance notice of such plans so that it shall have ample opportunity to meet with the Board or the Board's designee before such a decision is put into effect. If MCEA is not satisfied with the results of the conversation with the designee, MCEA reserves the right to meet with the Board.

Article 03: Association Rights and Privileges

Section H, Access to New Employees

H. Access to New Employees

1. Information/Data Sharing

- a. ~~G.4. Association will be provided~~ MCPS will continue to provide MCEA with the names and addresses of all new unit members as they are contracted. MCPS and MCEA agree to work together to continue to find additional efficient means to share pertinent new employee data.
 - b. MCPS will continue to provide MCEA with an electronic file including all MCPS bargaining unit members, including new employees and pertinent data, every two weeks.
 - c. MCPS and MCEA define pertinent data as: employee ID, first name, last name, middle initial, hire date, home phone, home address, cell phone (if available), work phone, job code, job title, location code, location name, work email, union status and job status.
2. MCPS will continue to ensure MCEA has a presence in the employee induction portal's MCEA tab, including the ability to complete the registration process for union membership.
3. New Educator Orientation (NEO)
 - a. MCEA will have a representative invited to collaborate in NEO planning meetings.
 - b. MCPS will continue to provide at least one hour of time for MCEA to access their new members during New Educator Orientation. This will occur during the mandatory attendance days, if certain days are designated as mandatory.
 - c. MCPS shall provide all Association representatives participating in NEO with:
 - i. technology that is operational for a group presentation
 - ii. classroom space with adequate seating for the duration of the NEO presentation, and
 - iii. a table and space during all days and hours of NEO
 - d. MCPS will provide MCEA with a list of all new hires who did not attend New Educator Orientation, within 20 duty days after the orientation, along with their contact information, including name, school/worksite, phone number, email address and mailing address.
4. ~~If the school system holds a meeting for new educators hired after NEO or Pre-Service week, MCEA will be provided an opportunity to present to new unit members.~~

Article 4: Negotiation Procedures

Section A, Establishing ground Rules

A. Establishing Ground Rules

1. Negotiations will begin no later than nine months prior to the expiration of the agreement.

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, communications to the press and public, expense sharing of third party neutrals, and procedures for joint union bargaining (if agreed upon). The parties may also discuss and establish other procedures.

2. This Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.
3. The Board of Education will not select unit members covered by this Agreement for its negotiating team or nor will it select unit members covered by this Agreement to be in its negotiations group.

Section B, Impasse Procedures

- B. **Impasse Procedures**-- Should either party determine an impasse exists, the parties shall follow the procedures as provided for in Section 6-408 of the Education Article of the Annotated Code of Maryland relating to impasse ~~shall be followed.~~

Section C, Full Agreement and Fiscal Authority Decisions

C. Full Agreement and Fiscal Authority Decisions

1. ~~Full Agreement~~—It is agreed and understood by the parties hereto that this Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Section 6-408 of the Education Article of the Annotated Code of Maryland and that this Agreement shall be given full force and effect by said parties for the entire term thereof.
2. ~~Fiscal Authority Decisions~~—If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. Any resolution jointly reached through renegotiation will constitute the final Agreement between the parties. In the absence of agreement, the Statute and any relevant interpretive decisions will control.

Article 5: Grievances

Section C, Procedure, subsection 2

2. No grievance shall be initiated more than 15 duty days after the cause thereof has occurred or, been discovered, except that this time may be extended by up to 14 calendar days to allow for attempts to resolve the issue through the informal process. Requests for extensions to the timelines to solve the grievance at the lowest level may be requested and will not be unreasonably denied.

Section E, Formal Process

E. Formal Process

1. Level One—If the grievance cannot be resolved informally, ~~the Association may~~ the grievant will be required to present to file with the principal or other appropriate official the grievance in writing on the jointly-developed form on the proper form within 15 duty days after the cause thereof has occurred or been discovered. If the grievance is not presented within the above-stated time limit, the grievance shall be

deemed to be waived and shall not be subject to further discussion or appeal. The ~~principal person~~ individual with whom it was filed shall have five (5) duty days to respond.

2. **Level Two**—If the ~~aggrieved person~~ Association is not satisfied with the written disposition of their grievance at Level One, ~~they may file the grievance in writing with the Association within 10 duty days after the grievance was presented;~~ the Association may elevate the grievance to Level Two by filing notice in writing to the Department of Labor Relations within ten (10) duty days after the Level One written disposition is received or due.

~~Within five (5) duty days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the appropriate associate/director/chief if the Association determines that the grievance is meritorious.~~

If the grievance is not referred to the ~~appropriate associate/director/chief~~ Department of Labor Relations within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal.

~~Within seven (7) ten (10) duty days after receiving the written grievance from the Association, the associate/director/chief~~ the Department of Labor Relations will 1) designate a hearing officer to schedule the Level Two meeting and 2) hold the Level Two meeting with the aggrieved person and the MCEA representative for the purpose of resolving the grievance.

The ~~designated hearing officer~~ associate/director/chief shall render a decision in writing within five (5) duty days of the meeting held with the aggrieved person.

3. **Level Three**—

- a) If the ~~aggrieved person~~ Association is not satisfied with the written disposition of their grievance at Level Two, ~~they may again file the written grievance with the Association~~ may elevate the grievance to Level Three by filing notice in writing to the superintendent or their designee within five (5) duty days after the Level Two written disposition is received or due. ~~a decision by the aforesaid administrator or 10 duty days after the grievance was referred to the aforesaid administrator. Within five duty days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the superintendent if the Association determines that the grievance is meritorious.~~
- b) If the grievance is not referred to the superintendent or their designee within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. Within 10 duty days after receiving the written grievance from the Association, the superintendent or their designee shall review the record and render a decision in writing. The superintendent, or designee, may request information directly from any party of interest in the grievance if they felt that additional information was needed. Any such written information shall be shared with the other party.

4. **Level Four**—

- a) If the ~~aggrieved person~~ Association is not satisfied with the written disposition of the grievance at Level Three, ~~they~~ the Association may request arbitration; within ~~five (5) ten (10) duty days after a decision by the superintendent or their designee was received or due.;~~ request in writing that the Association submit their grievance to arbitration. If the grievance is not submitted to arbitration within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. If any question arises as to whether a grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will be ruled upon by the arbitrator before hearing the case.
- b) ~~The parties shall agree to a standing list of arbitrators who are mutually acceptable and who agree to be readily available. Cases appealed to arbitration shall be submitted to one of those arbitrators by mutual~~

~~agreement of the parties. Within ten (10) duty days following the date that notice of intent to arbitrate is filed, the parties will select an arbitrator that is mutually agreeable.~~

Section G, Miscellaneous, subsections 4-5

4. The grievant shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held. ~~When a unit member is not represented by the Association, t~~The Association will have the right to be present and to state its views at all stages of the grievance procedure.

5. The Association may submit any intended class action grievance to the superintendent or their designee by providing, in writing to the Department of Labor Relations, the following information: the date or dates upon which the alleged violation occurred, a statement of the specific provision or provisions of this Agreement alleged to be violated, and the remedy sought. ~~and t~~The superintendent or their designee shall rule, within five duty days, if any other administrator has the authority to resolve the grievance. If no other administrator has the authority to resolve the grievance, the superintendent or designee shall, within 10 duty days from the initial submission of the grievance, respond or the Association shall be free to seek arbitration of the grievance.

Article 6- Collaboration

Section B, Replaced language

~~B. 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.~~

Section F, subsection 2, b.

b. Joint Employee Benefits Committee (JEBC). More information regarding the JEBC can be found in Article 23(I).

Section F, subsection 5, Language Removed

~~5. The Board is committed to the principle of employees having meaningful participation in decision making at all levels of our school system. To that end, the parties agree to the formation of a joint work group, including all three (3) MCPS employee unions and the administration, to determine ways in which such participation can best be achieved in non-school-based departments and offices. The findings of the work group shall be reported back to the ADC committee for final consideration.~~

Section G, Labor-Management Collaboration Committee, subsection 2, b.

2b) Addressing ~~Every Student Succeeds Act~~ (ESSA) Blueprint for Maryland's Future implementation matters that impact existing collective bargaining language and, more generally, working conditions not specified in the Agreement

Section G, Labor-Management Collaboration Committee, subsection 3

3. **Contract Waivers**—Any school leadership team that desires to waive a portion or section of this collective bargaining agreement shall first meet with the MCEA president or their designee and the appropriate associate superintendent from ~~Office of Teaching, Learning, and Schools (OTLS)~~ School Support and Well-Being (OSSWB) to discuss what the interest is in requesting such a waiver. Following this meeting, if the leadership team is still interested in pursuing a waiver, it is expected to follow an interest-based decision-making process to discuss the waiver request:

- The issue should first be clearly articulated
- The interests of the parties should be discussed

- Those interests that are shared should be identified
- The team should discuss different options and determine which options address the issue and meet the shared interests
- The team should determine if they can reach an agreement on one option, and, if they can, they should communicate this waiver request to the other unit members in the school and share their intent to submit the request to the LMCC.

The LMCC will ask representatives of the school leadership team to present their request at a LMCC meeting and describe why they believe it should be approved, the process that was followed, the interests that are being addressed, and the other options that were considered. The LMCC will deliberate following this presentation and may either ~~make a decision~~ decide at the time or request additional information so that the decision can be made at the following LMCC meeting. The waiver will be reviewed annually by the LMCC. Waiver requests that involve contract waivers for more than just the MCEA bargaining unit will be referred to the ADC Committee for review and decision.

Section G, Labor-Management Collaboration Committee, subsection 5a: Area Specific Labor Management Committees, items 6 i and iii

(i) Non-school-based staff: Non-school-based unit members shall be provided 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. Non-School-Based Collaboration Committees 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. These committees shall include, but are not limited to:

1. English for Speakers of Other Language
2. Montgomery County Infant and Toddlers Program
3. Pupil Personnel Workers
4. School Psychologists
5. Instructional Specialists
6. Non-School Based/Itinerant Special Educators

(iii) Workgroups may be used as an attempt to collaboratively resolve issues informally at the lowest level. Workgroups shall include but are not limited to:

1. ~~Quarterly Reports Workgroup~~
2. Material & Supply Selection Workgroup
3. Technology Workgroup
4. Early Childhood Education Workgroup

Section G, Labor-Management Collaboration Committee, subsection 6

6. ~~During the term of this agreement, the MCEA Labor Management Collaboration Committee LMCC and the ASLMCs will collaboratively determine focus areas each year, including, but not limited to: consider the following collaborative projects determined by the parties to be of high priority:~~

- Be Well 365 / Whole Child

- Community Schools
- Student Instructional Preparation / ES Planning Time
- ESOLELD
- Equitable Access Commitments
- Maryland Digital Learning Standards
- Required Assessments
- Special Programs Notification
- Student Information Systems Implementation
- Quarterly Reporting Expectations
- Joint Professional Learning Committee
- School Site Councils

Section G, Labor-Management Collaboration Committee, subsection 6 b-d

- b) ~~The parties agree to establish a committee to consider all of the issues and implications related to establishing online courses for students during the regular school day. This will include issues related to assignments and compensation.~~
- c) ~~The parties agree to examine and make recommendations as to how to best recruit and retain highly qualified teachers at high impact schools. The Board further agrees to commit money for the purpose of piloting the recommendations agreed to by the parties. If the parties cannot agree on recommendations for a pilot, MCEA and MCPS will meet to negotiate how the money could be used to support high impact schools.~~
- d) Workgroups shall be established to address:
 - 1) Salary scale redesign.
 - 2) Stipends
 - 3) Attracting and retaining staff at highly impacted schools
 - (i) No changes
 - (ii) ~~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 eighty-five (85) highly impacted schools. We recommend that consideration be given to a rollout which would include twenty (20) highly impacted schools per year until all highly impacted schools 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.~~

Article 7: General
Section A, Definitions
A. Definitions

The following list of terms will be used frequently in the Agreement, and, when used, they will refer to the definitions described below unless otherwise stipulated.

1. **Board**—The Board of Education of Montgomery County.
2. **Association**—The Montgomery County Education Association, or MCEA.
3. **Unit**— (No change)
 - a) MCEA unit, such movement shall be subject to negotiations between the parties.
4. **Unit Member**—Any employee of the Board of Education who is a member of the unit, including substitutes and home and hospital teachers.
5. **Superintendent**—The superintendent of Montgomery County Public Schools or their designee.
6. **Negotiations Law**—Section 6-408 of the Education Article of the Annotated Code of Maryland.
7. **MCPS Service**—Service earned working in a permanent MCPS position in the bargaining unit, minus any military, transferred, or purchased service. Where unit members have identical employment dates, the dates they signed their individual employment contracts shall be determinative of seniority. If two or more unit members have the same date of signature, seniority shall be permanently ~~determined by chance~~. determined by the time the unit member signs the contract.
8. **Hourly Rate**—The hourly rate of pay shall be computed by dividing the daily rate of pay by eight (8) hours.
9. **Daily Rate** (per diem)—The daily rate of pay shall be computed as follows: (No change)
10. **Classroom teacher**— a person who holds an MSDE certificate and is employed in a position for which such a certificate is required and whose primary duty is the daily educational instruction of students. This definition applies unless specifically referencing the definition of “classroom teacher” in the Blueprint for Maryland’s Future.
11. **Temporary Employees**— (No change)
12. **Highly Impacted School (HIS):** HIS schools are schools identified as Title I, Focus, or Community Schools by MCPS and/or state standards. During FY23, these schools were identified using the following:
 - a) **Title I** – Schools that receive Title I funding as designated by MCPS
 - b) **Focus Schools** –
 - 1) **Elementary** - Schools with 35% FARMS rate for 3 consecutive years
 - 2) **Secondary** – Schools with 40% FARMS rate for 3 consecutive years
 - c) **Community Schools** – Any school that receives concentration of poverty grants

Section B, Contract Printing

- B. ~~The MCEA will print copies of the Agreement. The Board will print and distribute a copy of the Agreement to each newly hired unit member. MCEA will receive one (1) copy of the Agreement for each unit member and shall be responsible for distribution to each unit member.~~ The parties will share equally in the cost of printing the Agreement. ~~Each party~~ MCEA will be given one thousand (1000) additional copies of the Agreement each year.

Section C, Communication

- C. Any written communication to be given by one (1) party to the other under this Agreement will be given by email, ~~telegram,~~ registered mail, or regular mail, ~~or personally receipted mail~~. If given by the Board, said notice will be sent to the Montgomery County Education Association, 12 Taft Court, Rockville, Maryland 20850; and if given by the Association, such notice will be sent to the Board of Education of Montgomery County, 850 Hungerford Drive, Rockville, Maryland 20850. Either party may, by like written notice, change the address at which notice to it may be given.

Section D, Procedures for Resignation

1. A tenured unit member wishing to terminate employment, or vacate their position, must give written notice to the Office of Human Resources and Development (OHRD) on or before July 15. A probationary unit member must provide such written notice no later than May 1, except that a probationary unit member hired on or after January 1 must do so no later than June 15. Except in cases of emergency, resignations with less than proper notice will be considered a breach of contract. Employees seeking release for

compassionate or emergency grounds may make such a request to OHRD prior to giving written notice of resignation.

2. If any unit member resigns after the PAR panel recommendation is issued but before the Board of Education decides on the recommendation, MCPS will not automatically or routinely oppose unemployment compensation or unemployment insurance claims.
3. Unit members who resign in lieu of termination shall receive a formal letter from the Board of Education stating that a termination was recommended by the PAR panel, Superintendent, or Superintendent's designee, and include a date of separation.
4. Announcements will be made regarding the notice requirements in early April and late May through appropriate vehicles.
5. The Department of Human Capital Management will monitor the receipt of resignations and provide an acknowledgment to the employee of receipt by email. If it is determined that any unit member has withheld submitting a resignation or any principal has advised a unit member to withhold resignation, the director of the Department of Human Capital Management will confer with the principal and appropriate ~~community~~ associate superintendent in the Office of School Support and Well Being regarding the matter.

Article 8: Equity and Access

Section A, Introduction, subsection 1

1. To ensure that all MCPS students, particularly African American, Latinx, low-income students, ~~Emergent Multilingual English Language~~ Emergent Multilingual 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~~ needed 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.

Section B, Training, Recruitment and Retention, subsection 1

1. Unit members shall be offered training and resources identified by the Joint Professional Learning Committee (JPLC) necessary to ~~grow and~~ develop cultural competence (including with LGBTQIA+ ~~culture~~), culturally relevant teaching strategies, and positive relationships with all students, staff, parents, and community members, regardless of race, ethnicity, gender, sexuality, religion, or background.

Section B, Training, Recruitment and Retention, subsection 4

4. Educators who work in a highly impacted school or an Innovative School Year school may request and will be prioritized for a transfer for their own child to attend the school in which they work under the following conditions:

- a) The staff member is assigned to work in one of the above-referenced schools for the upcoming school year in a budgeted full-time equivalent (FTE) position that is eligible for leave, retirement, and health benefits coverage;
- b) The staff member is a Montgomery County resident and the student is otherwise eligible to enroll in MCPS; and
- c) Upon approval, the terms and requirements of the COSA must be followed.

If the student's enrollment in the school in which the staff member works becomes an impediment to the staff member's ability to perform their duties satisfactorily, the concern will be addressed through the school administration and the staff member.

MCPS staff who do not work in one of the schools identified in this section may otherwise apply for COSAs for their children in accordance with requirements of the related MCPS policy and regulations.

Section C, Curriculum

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, emergent multilingual English language learners, and students who exhibit academic giftedness.

Section D, Course Offerings and Enrollment

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.
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.
3. MCPS shall support the work of unit members by having clear, equitable, and transparent processes for enrollment in advanced courses.
4. 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~~ diverse representation of teachers across experience, race, gender, and ethnicity (~~when applicable~~). Further, a principal should prioritize the balancing of teaching assignments 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.).

Section E, Extended and Supplemental Learning Opportunities, subsection 1

1. ~~In order to~~ To eliminate disparities, ~~funding will be given to support~~ MCPS will fund innovative extracurricular programs in schools. These programs shall be 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 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 the achievement of particular groups of students, such as African-American/Black and Hispanic/Latino/Latina/Latinx students, consistent with the school's improvement plan and the MCPS strategic plan.

Section F, Whole Child Approach/Restorative Justice

1. Teachers and students deserve school environments that are safe, supportive, and conducive to teaching and learning. Creating such a culturally responsive 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 students 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 use inclusive and comprehensive approaches to student discipline and behavior management informed by effective, data-driven, strategic decision-making practices and shall include:
 - a) school-wide and classroom-positive behavior supports,
 - b) mental wellness approaches (e.g., anger management, anxiety reduction, managing depression, etc.),
 - c) social skills development,
 - d) targeted interventions, ~~and/or~~
 - e) restorative practices that target the needs of individual students,
 - f) 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)~~
 - g) ~~ensuring that staff receives~~ problem solving training so that ~~they~~ staff are aware of processes, procedures, and potential reasons why students ~~behave inappropriately~~ may need additional behavioral support, and
 - h) collaborating with student service professionals in designing school specific student discipline and behavior management plans.
2. The LMCC shall designate a committee to implement and sustain a Restorative Justice program at each school.

3. ILTs will incorporate Restorative Justice practices in the comprehensive plan required by Article 10(B)(1) and may make recommendations to their school's Restorative Justice Coach regarding District-wide needs for greater training, staffing, or accountability. The Restorative Justice Coaches will share these recommendations with the Restorative Justice Specialist in Central Office so that MCPS can incorporate those recommendations into how they support schools with implementation.

Section G, Special Educators

1. Schedules & Workload

- a. Schedules for speech/language pathologists, auditory communication specialists, elementary school resource room teachers, ~~PEP itinerant teachers,~~ occupational therapists/~~orthopedic therapists/~~physical therapists, transition educators, ~~and itinerant vision teachers, and itinerant auditory teachers~~ will include three (3) hours per week within the workday in addition to the standard individually managed time specified in this article and in Article 17, for caseload-related tasks, including but not limited to observations, consultations, assessments, team meetings, peer consultations, and parent conferences.
- b. 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.
- c. 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, consultations, 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 the caseload.
- d. ~~b)~~Resource room teachers, and special education classroom teachers in secondary schools shall be able to use their IRA period for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences.
- e. (No change)

(The Caseload/Ratios chart is moved to Article 18 – Staffing)

2. ~~3-~~Training

- a) Special educators shall have access to training and resource materials regarding the preparation of IEPs and special education standardized assessments. MCPS will make every effort to provide this access to training and materials at least two weeks prior to the first day of implementation. 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 how to access such materials.
- b) 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 on an ongoing basis. ~~by December 2021.~~

3. ~~4-~~Quarterly reports

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

4. ~~5-~~Crisis Intervention teams

- a) 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.

- b) Each school shall maintain a broad-based crisis intervention team comprised of adequate membership people holding a variety of positions to address the needs of the school population. 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.

5. ~~6-~~**Curriculum and Supplies**

- a) ~~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.
- b) ~~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.

6. ~~7-~~**Paperwork**

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

7. ~~8-~~**Time Demands and Training:**

- a) Teams shall have discretion on scheduling PLC and collaborative planning two (2) weeks before the end of marking periods to attend to quarterly reporting duties.
- b) 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 (2) 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.” During the 2023-2024 school year, the LMCC will work to define “comparably high time obligations,” which may include assigning this to a workgroup or to an appropriate ASLMCC.

Section H, English Language Development (ELD)

H. ~~ESOL/ELL~~ English Language Development (ELD)

- ~~1-~~ ~~ELDESOE~~ teachers will have meaningful input into the development or modification of the ~~ESOL-ELD~~ instructional model at each school.
- 2. ~~2-~~In elementary schools, ~~ESOLELD~~ teachers will be provided with time, in addition to the standard individually managed time, to complete caseload related tasks (including the preparation and distribution of state and federally mandated documents). The ~~ESOLELD~~ teachers, 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 by teacher and by time of year, depending on caseload.
- 3. ~~3-~~~~ESOLELD~~ teachers in secondary schools shall be able to use group-managed time to complete caseload-related tasks (including the preparation and distribution of state and federally mandated documents). The ~~ESOLELD~~ teachers, 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 by teacher and by time of year, depending on caseload.

4. LMCC will address staffing ratios and workload issues for ELD teachers in consultation with ELD Collaboration Committee.

Section I, Master Schedule

- a) ~~ELDESOL~~ 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.

Section J, 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 (3) collective bargaining units, MCPS will create a collaborative committee which will include an equal number of representatives from MCPS, MCEA, SEIU Local 500, and MCAAP/MCBOA of each of the three (3) 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 appoint.~~ This committee will be charged to:
 - i. Articulate the MCPS model for Community Schools.
 - ii. 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.
 - iii. Evaluate the effectiveness of the Community Schools strategy.
 - iv. Make recommendations regarding when and how MCPS should expand the number of community schools.

b. Community School Liaisons (CSLs):

- i. Each community school will identify a Community School Liaison who will be a standing member of the school's ILT in order to ensure faithful adherence to the principles of the community school model in each school.
- ii. CSLs who have frequent evening or weekend assignments may request to have their start and end times adjusted by the appropriate school administrator on either a day-by-day or permanent basis. This will not be unreasonably denied. Denial will be given to the unit member in writing by their supervisor.

Section K, Montgomery County Infants and Toddlers (subsection 3 and 8)

3. 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. No associated paperwork will be required.

8. ~~Materials:~~ MCITP unit members shall be provided an electronic device and access to Wi-Fi ~~by FY 2022.~~

Article 9: School and Worksite Quality and Improvement

Introduction

The parties agree that the combined voice of educators, support staff professionals, and administrators is essential to schools and those who work in them are at the heart of improving teaching and learning. We expect each school continuously to renew itself, explore innovative approaches, and build the capacity of staff to improve the

~~achievement of our students.~~ The parties recognize the needs of students we serve and are interested in collaboratively exploring new and innovative approaches to the work, which are aligned with the assumptions below.

Section A, Assumptions

A. **Assumptions.** The parties agree on the following assumptions about school and worksite quality and improvement:

- ~~1.~~ 1. Decisions about teaching and learning must involve those closest to the teaching and learning process, including classroom-based teachers and service providers.
- ~~2.~~ 2. The school is where people make a difference in the daily life of each student. Each school community, which includes classroom-based teachers and service providers, has the best information and is in the best position to craft appropriate and effective strategies to improve student learning.
- ~~3.~~ 3. A continuous-improvement philosophy takes the traditional pyramid of leadership and decision making and turns it upside down. Central office positions and departments work to serve the interests and meet the needs of those in schools. ~~In schools, a~~ Administrators and support staff strengthen the learning process by providing supports to teachers and service providers to meet the needs of students.
- ~~4.~~ 4. Strategic and planful innovation is required to meet student learning needs, at ~~both~~ the school, worksite, and system levels. Transforming ~~schools and systems~~ the system to best meet the ~~21st century~~ educational needs of students requires creative thinking and a focus on problem solving.
- ~~5.~~ 5. ~~Within each school, the critical process of learning takes place in the classroom.~~ Continuous improvement should ensure maximum support for our ~~classroom~~ educators by empowering them with the appropriate authority and responsibility to make decisions that will improve teaching and learning.

Section B, School-Based Quality Improvement, subsections 1 and 2

1. Staff Involvement in Decision Making

We believe collaboration is a core value of Montgomery County Public Schools (MCPS) and, at the same time, we believe time is a valuable resource in effective teaching and learning. The parties agree that educators need a balance of both individual planning time and collaborative planning time in order to meet the needs of students effectively.

~~Schools and those who work in them are at the heart of improving teaching and learning. Each school is responsible for continuously renewing itself and building the capacity of its staff to improve the achievement of its students. Decisions about teaching and learning must involve those closest to the teaching and learning process within each school community. Each school community has the best information and is in the best position to craft appropriate and effective strategies to improve student learning.~~

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 implementing needed changes and accountability for results.~~

~~±~~ a. In order to accomplish this:

- ~~a1)~~ a1) Each school shall have a leadership structure that includes the following: Principal, Elected Faculty Representative(s), Elected Support Representative(s), Instructional Leadership Team, Other Teams, Departments, and Committees.
- ~~b2)~~ b2) 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.

- 3) It is expected that schools will follow guidelines that have been developed for each type of team. It also is expected that ILTs will utilize self-assessment tools to determine how effectively they are operating. In addition, ILTs are expected to ask for support 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.

2. ~~1-~~Principal and Elected Faculty Representative(s)

Each school shall have one (1) elected faculty representative for every seventy-five (75) MCEA unit members, or portion thereof, in the school.

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~~.

At the beginning of each year, the principal and elected faculty representative(s) (EFRs) of each school shall meet and agree upon how they will work together, and this information shall be shared with staff ~~in the school, for their agreement and understanding~~. The principal, ESR, and EFRs shall meet formally at least once a month (Triad) to discuss the school climate and address issues that are of concern ~~to school staff~~.

The expectations of the elected representatives and these teams include, but are not limited to, the following:

- ~~a)~~ The ~~elected faculty representative(s)~~ EFRs are expected to be members of and participate on the school leadership team.
- ~~b)~~ The ~~elected faculty representative(s)~~ EFRs establish a feedback and input loop with unit members to identify interests and issues that are important to them.
- ~~c)~~ These interests and issues will be shared with the principal. The ~~elected faculty representative(s)~~ EFRs and the principal will discuss them and determine how and in what venue they should be addressed and identify topics that are important for the leadership team to address.
- ~~d)~~ The principal and ~~elected faculty representative(s)~~ EFRs identify communications plans for sharing important information with staff about ~~school-system-wide~~ or school-based decisions and to communicate decisions, resolutions, and actions that have been taken.
- ~~e)~~ The team participates in MCPS training offered, including interest-based decision-making training, to build capacity to operate effectively.

3. ~~2-~~Instructional Leadership Teams (ILTs), subsection b, f

b) It is in the best interest of the school system to have input from various staff on ILTs; teams may be expanded to include teacher representatives from groups without team leaders, such as English Language Development (ELD)~~for Speakers of Other Languages (ESOL)~~, Special Education, and where appropriate, Head Start/Pre-K, and specialists.

f) Ensuring Collaborative Decision Making

- 1) ILTs are expected to be knowledgeable about the nature of decision making in their school, and implement best practices of shared/distributive leadership that will adhere to the terms and conditions of this agreement, and will include the following:
 - ~~(a)~~ Establishing a shared vision
 - ~~(b)~~ Balancing the emphasis among results, relationships, and processes
 - ~~(c)~~ Increasing investment and ownership of decisions
 - ~~(d)~~ Creating and implementing an action plan
 - ~~(e)~~ Engaging in effective decision-making processes in order to facilitate agreement

- ~~(f)~~ Building capacity of stakeholders
- ~~(g)~~ Building leadership capacity
- ~~(h)~~ Celebrating individual and group successes

Section C, Responsibility for Student Achievement and Student Improvement, subsection 1

B. Shared Responsibility for Student Achievement and Student Improvement

1. The parties agree on the following assumptions:

At the district level, the Board of Education and Executive Leadership Team are responsible for encouraging, modeling, and sustaining a culture necessary to support the shared responsibility for student achievement. They must continually articulate core values, reinforce the vision, and demonstrate their commitment to a new way of doing business. The continuous improvement process requires that the central administration of the school system supports the needs of students and those who work in classrooms and ~~schools~~ worksites. They are responsible for providing the resources that are needed at the ~~school~~ worksite and classroom levels, and also the resources required for the planning, critiquing, and assessment of the work of teaching and learning.

At the ~~school~~ worksite level, administrators and the staff as a whole are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving and for using a wide range of data so that an environment conducive to analysis and improvement is created.

Section E, Effective Human Relations Program

~~Schools~~Worksites and ~~school~~ staff must take proactive steps to advance an environment of high expectations and mutual respect. The Board and MCEA affirm our commitment to preparing all students to live and work in a global multicultural world and to fostering an atmosphere where all members of the community feel they are an integral part of the educational process.

Section F, Effective Human Relations Program, subsection 1

1. MCPS will ensure that available systems, including but not limited to the ~~new Student Information System~~ student information system, will be available to strengthen both school-to-home and home-to-school engagement and communication.

Article 10- Positive, Safe, and Orderly School Learning Climates

Section A, Guiding Principles, subsection 2

A. Guiding Principles

2. The following standards for effective school environments shall guide the work of all MCPS staff in their classrooms, workplaces, and school communities in order to address and resolve historic disparities within school discipline. These standards represent a synthesis of more than twenty (20) years of research and documented experience on the effect of school quality on student learning. Effective school environments—
 - a) have high and rigorous standards for what students should know and be expected to do;
 - b) promote culturally-responsive, gender-~~fair~~ inclusive, ability-sensitive, linguistically, and developmentally appropriate learning;
 - c) use evidence-based instructional methods and organize schools and classrooms to create environments that conducive to teaching academic and social-emotional concepts and skills. ~~support learning~~;
 - d) provide safe, respectful, and affirming environments for all;
 - e) actively involve MCPS staff, families and other members of the community in helping students succeed; and
 - f) provide useful feedback to students, families, staff, and the district about student learning.

Section B, Comprehensive and Inclusive Approaches to Student Discipline and Behavior Management, subsection 1

B. Comprehensive and Inclusive Approaches to Student Discipline and Behavior Management

1. It is the responsibility of each MCPS school, through its ILT, to design and implement a consistent, comprehensive plan for managing the support of student behavior as a whole-school community.

Section B, Comprehensive and Inclusive Approaches to Student Discipline and Behavior Management, subsection 3

~~3. Effective implementation of comprehensive school behavior management plans may require a redefinition of the roles of pupil service professionals and other staff. These staff members might participate in the design of school behavior management plans; consult with staff on effective techniques and interventions; assist in the integration of social skills, conflict resolution and problem-solving concepts into instruction and curriculum; and work with individual staff and students to respond to behavior problems and crises. In creating inclusive, comprehensive approaches to student discipline and behavior management, ILT will make decisions informed by effective, strategic decision-making practices consistent with MCPS's strategic plan. The scope of these decisions shall include but are not limited to:~~

- a) school-wide and classroom-positive behavior supports
- b) mental wellness approaches (e.g. anger management, anxiety reduction, managing depression, etc.)
- c) social skills development
- d) multi-tiered systems of support
- e) restorative practices that target the needs of individual students
- f) Collaboration between leadership team and student service professionals in designing school specific student discipline and behavior management plans

Section C, Positive, Safe and Orderly Climate Policies, subsection 2

- ~~2. Schools, working with the ILTs, shall implement the Student Code of Conduct incorporating 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. Leadership teams ILTs shall adopt and implement strategies that incorporate conflict resolution, strategies, which may include, but is not limited to, positive behavior supports, social skills programs, peer mediation, and Restorative Justice practices, 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 Positive, Safe and Orderly Climate Policies policy and into school practice.~~

Section D, Positive, Safe and Orderly Climate Policies, subsections 2-4

D. ~~Classroom~~ Behavior Management

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 behaviors in school pertinent to the disruption and/or safety of classroom environments. The unit member shall take reasonable steps to understand the nature of the concerns, work with the student in a professional manner, and consult with other staff and, where appropriate, family members.
3. ~~Educators shall be offered high-quality, in-depth, vetted professional development. After receiving high-quality professional development, u~~Unit members are expected to ~~utilize have and use~~ appropriate positive behavior management skills. Unit members who ~~are experiencing difficulty with the impact of classroom management on student behavior and learning should~~ need additional support with implementing positive behavior management strategies shall receive assistance from MCPS. 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.
4. Professional development as referred to in paragraph (3) may cover such subjects as conflict resolution, other types of equitable discipline practices, and variables that can influence behavior.

Section E, Dealing with Disruptions, subsection 1-2

1. 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. Teachers shall be provided with professional development about variables that can influence behavior.
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 have the student removed from class temporarily. The unit member will use a written/electronic referral form when referring a student to a school administrator or their designees. The outcome of the referral shall be communicated to the unit member.

Section E, Dealing with Disruptions, subsection 4

4. In order to protect the student and/or others, physical restraint, as described in ~~Maryland law~~ the Code of Maryland Regulations as “a personal restriction that immobilizes or reduces the ability of a student to move the student’s torso, arms, legs, or head freely”, 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 twenty-four (24) hours.

Section E, Dealing with Disruptions, subsection 6

6. When student behavior continues to be disruptive, the school’s comprehensive positive behavior support ~~management~~ plan should be utilized to provide the most effective approaches within the school for that student, with the goal of returning the student to the classroom.

Section E, Dealing with Disruptions, subsection 8

8. Each school shall maintain a crisis intervention team of adequate size and membership to ensure the safety of students and staff. ~~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.

Section G, Information, Data Collection, and Analysis

G. Information, Data Collection, and Analysis

~~Effective schools use timely and ongoing analysis of data to improve student outcomes. In the context of data driven progress monitoring, school staff (including, but not limited to teachers and administrators) are encouraged to objectively collect and analyze authentic data regarding behavior, interventions, and discipline, and. Staff should use that analysis to assist in understanding the causes of behavior, problems and design and implement evidence-based positive behavior supports, management systems.~~ Within legal and MCPS guidelines and policies regarding confidentiality of student information, unit members shall have access to this information for their local school. Uniformity in such data collection shall be enhanced by the implementation of up-to-date MCPS Student Information Systems.

Article 11- Physical Environments

Section A, Health and Safety, subsection 2- 5

2. Employees who reasonably believe that their health and safety is in jeopardy should report their concerns to their supervisor.
3. 2-To achieve this the goals of healthy, safe, sustainable environments, the parties agree as follows following principles are agreed on by the parties:
 - a) Conserving energy is every MCPS employee’s responsibility.

- b) ~~The costs of creating a healthy school are more than offset by life-cycle savings in maintenance, operation, building life and reduced workers' compensation and other liability costs.~~
 - c) Healthy and safe schools, particularly with regard to indoor air quality, should be achieved by proactive operating and maintenance practices, not in reaction to complaints. Drinking water and radon test results will be shared on the MCPS website; air quality data will be shared when the system to capture such information becomes available.
 - d) Good indoor air quality is essential to teaching and learning. Standards must be appropriate for all adults and children and publicized on the MCPS website. ~~When there is doubt, MCPS should provide a margin of safety for children, whose vulnerability is greater.~~
 - e) (No change)
4. Joint Health and Safety Committee
- a) There shall be a systemwide joint health and safety committee composed of an equal number of representatives appointed by each party. The MCPS Chief Medical Officer (CMO), or their designee, will represent MCPS as a standing member of the committee.
 - b) (No change)
 - c) (No change)
 - d) (No change)
 - e) (No change)
5. ~~4. School~~ Worksite Safety and Security
- a) School Sites:
 - 1) ~~a) Unit members will have functioning. A~~ direct communications links from each work location, such as but not limited to classrooms, including portable classrooms, and offices, to the main office for reporting crises and getting help. Where such facilities are not immediately practical and possible, MCPS will provide the unit member classroom educator in portable classrooms with access to a walkie talkie or phone. Each direct link shall be kept in good working order and shall be appropriately staffed to ensure response to reports of crisis.
 - 2) ~~b) 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.~~
 - b) Non-school Based Sites - Unit members will have functioning, direct communication links from their work location to their supervisor's office and/or security for reporting crises and getting help.
 - 1) ~~MCPS will provide the unit member with access to a cellular phone. Each cellular phone shall be kept in good working order.~~
 - c) When unit members have concerns about the upkeep and maintenance of equipment, and/or effectiveness of response protocols, they may bring those concerns to the supervisor.
 - d) ~~e) Every effort will be made to provide A~~ all unit members with shall be provided keys -or keycards to the spaces in which they teach work within 20 business days of their starting date.
 - e) ~~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.~~
6. ~~5.~~ The parties agree that federal and state occupational safety and health laws will be adhered to.

Section B, Indoor Air Quality and HVAC, subsection 1

1. Inquiries—Unit members who are experiencing problems with the indoor air quality in their workplaces may request an investigation and appropriate relief by using the mutually established process for an Indoor Air Quality Inquiry, Investigation, Report, and Review (MCPS Forms 230-23 and 230-24). The administration shall fix and/or upgrade building ventilation systems, if inadequate according to CDC/MDH/MSDE guidelines, 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.

Section C, Sustainable Practices

C. Sustainable Practices

To improve the health and wellness of schools, students, and staff, MCPS shall:

1. Subject to budget availability, water bottle filling stations will be installed at the time of drinking fountain fixture replacement and/or as part of a future construction project. Filter replacement schedules will follow the recommendation of the manufacturer(s).
2. Ensure Safe Water Quality
 - a) All drinking water will be tested regularly
 - b) Should mitigating measures need to be taken, the source of the problem will be neutralized. Impacted communities will be notified of the identified problems and solutions within 24 hours.
 - c) If drinking water is determined to be unsafe, bottled water/water coolers will be provided until the water is safe to drink.

Section D, Facilities

D. Facilities

1. The Board shall keep ~~schools and worksites~~ reasonably and properly equipped, and maintained. Where such facilities or capabilities are not immediately practical and possible, effort will be made to progress toward these objectives as quickly as possible. Concerns about the safety of such facilities should be made to their supervisor. If a satisfactory resolution cannot be found, they may refer it to the Health and Safety Committee.
2. As the budget permits, each ~~school~~ worksite should have the following facilities or capabilities:
 - a) ~~Unit members should have a~~ Access to phones, electronic mail, voice mail, the Internet, and computerized teaching resources.
 - b) (No change)
 - c) Access to printing and copying machines ~~at each school, for reproduction of teaching materials.~~ The parties agree to continue to invest in and explore ways to expand copy service.
 - 1) In the event a copy machine breaks down, all staff at the school will receive an electronic communication stating that service has been requested.
 - 2) ~~In the event that~~ If a copy machine is out of service for three (3) or more consecutive duty days, Copy Plus shall make every effort to get copies to educators within three (3) to five (5) duty days.
 - d) Appropriately furnished and equipped (and air-conditioned) employee lounges and restrooms for staff and, when space is available, a separate staff dining area.
 - e) Adequately ventilated and humidity-controlled, and temperate (fully air-conditioned and heated), classrooms, throughout the school year and summer programs. ~~In the event that~~ If temperatures in the classroom are below 55 degrees or above eighty (80) degrees, the educator shall have the discretion to relocate the class to a more comfortable location after approval from an administrator.
 - f) (No change)

g) Counselors and psychologists, recognized as having a regular and ongoing need for confidential, direct student interactions, shall be prioritized in being assigned to a dedicated individual office space in Highly Impacted Schools.

3. Parking

a) ~~There will be A~~adequate amounts of employee parking in safe, well-lit lots provided at all worksites.
b) (No change)

4. The parties agree to ~~pursue~~consider creative private/public partnerships that would help meet these facility goals.

5. (No change)

6. (No change)

7. (No change)

8. (No change)

9. (No change)

10. (No change)

11. Relocations -

a) The parties recognize that moving between classrooms and/or 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. MCPS will provide as much notice as possible when a unit member must move.~~ Thus, any unit member who has to move classrooms and/or 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. 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.

b) ~~42. Support will be provided to assist~~ MCPS will provide assistance to unit members with moves. ~~This Support~~ includes, but is not limited to, activities such as transporting instructional materials, moving furniture, handling of special equipment, and set up. Appropriate moving materials and supplies will be made available to unit members.

c) Unit members shall not be required to move materials and equipment. If a unit member does not have health concerns or conditions, they may elect to move some or all their materials to their new location.

d) Every effort will be made to minimize involuntary classroom reassignments from year to year.

12. MCPS shall comply with any and all applicable laws regarding supporting mothers who choose to breastfeed. MCPS shall provide reasonable break time and a private, sanitary, and accessible place that is shielded from view and free from intrusion from coworkers and the public 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.~~

E. Process Improvements

~~1. Every Health and Safety concerns are of mutual importance and every effort to resolve them health and safety concerns shall be made at the local level, to include and make and maintaining clear channels of communication should be made.~~

~~2. To this end, the Operations and Contract Administration ASLMC will be responsible for monitoring process and procedures around work orders, staff satisfaction, timelines for work completion, and other areas of mutual interest regarding the physical plant. (OCALMC), per Article 6, will make recommendations, if any, to the Labor Management Collaboration Committee (LMCC) on resolving concerns related to the following items:~~

~~2. Processes and Procedures Around:~~

~~a) Submission and completion for work orders~~

~~b) Communication and dialogue within workplaces~~

~~c) Staff satisfaction regarding repair requests, timeliness, metrics, and other items~~

- ~~2. Additional performance metrics that should be collected and reported, considering requirements from applicable law and testing conducted in the workplace~~
- ~~3. The OCALMC will discuss annually and provide updated recommendations as necessary to the LMCC in time to potentially impact the budget development process.~~

Article 14-- Instructional Materials & Supplies

Section D & C, struck and moved to G.4

- ~~C. No unit members shall be required to use their personal phones or other devices for any work-related activities.~~
~~D. E. Cell phones will be made available for non-school-based staff who are required to make home visits as funding permits.~~

Section E, Technology, current language was relocated.

E. Technology

1. Educators shall have access to technical support to allow for the utilization of the technology in an efficient and effective manner.
2. 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.
3. No unit member shall be required to use their personal cell phone for work-related activities.
4. Cell phones will be provided to unit members who are required to make home and community-based visits and communications.

Article 15: Professional Development

Section A, Developing and Retaining Highly Qualified Educators, New Title

A. Developing and Retaining Highly Qualified Educators~~Teachers:~~

Section B, Developing and Retaining Highly Qualified Educators, subsection 2, g), 2)

2) If the PAR panel recommends contract termination for a tenured teacher, the teacher will be given the opportunity to appear before the PAR panel. If the teacher chooses to appear, the principal also will have the opportunity to present information. A majority vote of the PAR panel shall be required to overturn its preliminary recommendation and uphold the teacher. If the PAR panel affirms its original recommendation for dismissal, that recommendation will be forwarded to the superintendent. Tenured teachers retain due process rights afforded them by the MCEA collective bargaining agreement and/or state law. MCPS will ensure that the teachers whose dismissal is recommended to the superintendent are informed in writing of their date of separation and appeal rights.

Section C, Professional Development, subsection 3-4

3. Choice of Professional Development Activities --

Professional development can take many forms. Examples of professional development options are provided in the PGS Handbook. MCEA unit members, will work in collaboration with their administrators, staff development teacher, content specialist, resource teacher, and/or team leader (as appropriate) to and ~~staff development teacher, will~~ determine the appropriate forms of professional growth and development.

~~4. Graduate~~ **Coursework for Professional Development Tuition Reimbursement Program--**

- a) The Board agrees to provide tuition reimbursement for full-time and part-time unit members who complete ~~graduate~~ courses that enable them to continue their professional development and to maintain or increase their skills as education professionals ~~in their employment~~ with MCPS.
- b) Unit members may request tuition reimbursement for graduate university and college courses. Courses must be approved by MCPS. CPD and CEU coursework, and general professional development coursework not offered by the in-service program. All courses must directly relate

to Birth-12 instruction and related services, Birth-12 leadership training, meet the criteria specified below and published by MCPS online, and be approved by MCPS.

- c) MCPS shall update at the beginning of each fiscal year a list of approved institutions, state-approved courses or programs, and approved coursework options on the tuition reimbursement website for unit members to consider prior to enrolling in any coursework. Documentation must be submitted (These may include PDO application, proof of grade, proof of tuition, and proof of payment) within 60 calendar days of the course end date.
- d) The criteria for receiving tuition reimbursement is as follows:
 - 1) CEUs or CPDs must be approved and earned through a state-approved accrediting agency.
 - 2) Certificate of completion including total participation hours must be provided for CEUs, CPDs, and general professional development courses.
 - 3) MCPS may reimburse undergraduate coursework – at the undergraduate tuition reimbursement rate – for new, conditionally certified unit members, and unit members actively and continuously participating in an MCPS partnership program. Reimbursement for undergraduate coursework is limited to coursework required to complete initial certification. Evidence of there being a pathway to initial certification is required.
 - 4) MCPS publishes additional guidance on reimbursable courses on the Tuition Reimbursement Webpage.
 - 5) The Contract & Operations ASLMC will, at least once per contract, review the current criteria and make recommendations to increase clarity.
- e) The unit member must achieve a grade of “B” or better in a graded course, or the equivalent. Documentation must be submitted (report card and proof of payment) within sixty (60) days of the end of the course.
- f) Reimbursement shall cover actual tuition only and not the cost of books, or other materials.
- g) Reimbursement Rate-Credit Equivalence & Payment Rate
 - 1) Except as otherwise indicated, reimbursement shall be for 50 percent of the current cost of in-state ~~graduate~~ tuition at the University of Maryland, College Park, up to a maximum of nine (9) ~~hours~~ credit hours per fiscal year for ~~graduate~~ courses not currently offered by the in-service program.
 - 2) One CPD credit is equivalent to one graduate credit.
 - 3) Fifteen CEUs are equal to one graduate credit.
 - 4) Fifteen professional development course hours are equal to one graduate credit.
 - 5) The CEU/CPD equivalence for Tuition Reimbursement will be posted online and updated regularly.
- h) The nine (9) credit hour limitation may be waived MCPS may waive the 9-credit-hour limit for a specific year (or years) under the following conditions:
 - 1) Completion of the requirements of an approved program requires enrollment in more than nine (9) credits during one (1) or more years of the program, or MCPS approves enrollment in more than nine (9) credits in order to meet a specific school-system need.

- 2) No reimbursement for additional credits outside the approved program will be approved until the total reimbursement from the first year of excess credits is less than an average of 9 credits per year.
- 3) If the employee retires or resigns prior to the time the average reduces to nine (9) credits per year, the employee will be required to repay MCPS for any excess reimbursement beyond the average of nine (9) credits per year from the first year of excess reimbursement.
- 4) In no event may the employee be reimbursed for more than forty-five (45) credits in the five (5) year period, beginning with the first year of excess reimbursement.
- ~~5) The Board will reimburse fifty percent (50%) of the cost of tuition for the equivalent of one (1) credit hour, up to the maximum of nine (9) credit hours per year, for completion of Continuing Education Unit (CEU) or Continuing Professional Development (CPD) courses not offered by the in-service program (see below). Reimbursement requests must be submitted with proper documentation verifying completion of CEUs or CPDs that have been approved through a state-accepted accrediting agency.~~

Section F, National Board Certified Teacher (NBCT) Support, subsection 1

1. A National Board Certified Teacher (NBCT) who facilitates a component-specific course, including renewals, in the NBCT Candidate Support Program as a NBCT Facilitator, shall receive ~~a the stipend amount listed in Article 22.B.8 of \$1,500~~ for each course facilitated. Course 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 program participants as needed. These hours shall be logged and submitted to the Director of Professional Growth Systems by the second week in April.

Section F, National Board Certified Teacher (NBCT) Support, subsection 6

6. To the extent possible, MCPS will prioritize locating NBCT cohort programs at highly impacted school locations with the site selection intended to maximize the number of participants from the host school. This shall not preclude a unit member from a different location from attending a cohort programs at a Highly Impacted School location.

Section G, New Educator Support

G. New Educator Support

1. Contingent upon the availability of funds allocated for this purpose in the budget, MCPS shall offer New Teacher Training (NTT) 1, 2, and 3 courses, in addition to other courses designed to support early career and new-to-the-district educators. NTT 1 and 2 shall be made available each semester.
2. Every ILT will develop an induction program to their schools for new MCEA unit members.
3. Teacher Induction Programs
 - a) First-year teachers in HIS schools shall have the opportunity to participate in a new teacher cohort (either county-wide or school-based) with job-alike colleagues. If no job-alike cohort exists, teachers shall have the opportunity to participate in a cohort selected by mutual agreement between MCPS and the teacher.
 - b) The new teacher cohort program may include mentoring, peer observation, assistance with planning, or other classroom preparation activities during the academic week.

4. Subject to the availability of a substitute teacher, new educators at a Highly Impacted School shall have the opportunity to observe other educators in order to increase their repertoire of skills and strategies. These observations may include visits to:
 - a) other classrooms within the same school.
 - b) at another MCPS location,
 - c) or at another public, non-charter school within the state of Maryland.

Peer visits shall be coordinated with the consulting teacher or the staff development teacher and, if to a school outside of MCPS, with other similarly-situated educators and attended with either the consulting teacher or a staff development teacher. Professional leave will be made available to unit members for these observations.

Section H, Studying Skillful Teaching (SST)

H. Studying Skillful Teaching (SST)

1. Contingent upon the availability of funds allocated for this purpose in the budget, MCPS shall offer Studying Skillful Teaching (SST) 1 and 2 courses to educators and make them available each semester. Additional sections of each course shall be added when the waitlist reaches 20 people.
2. MCPS will prioritize placement of educators at HIS schools in the Studying Skillful Teaching courses.
3. MCPS and MCEA will collaborate to identify professional development opportunities during the 2023-2024 school year that will support educators at HIS schools.

Article 16: Evaluations

Section D, Due Process Rights During Evaluation

13. Evaluation of unit members during their probationary period of employment is of high importance to the unit member and the school system. Cooperative efforts will be made to work for their success but if, after one (1) or two (2) years, success does not seem possible, MCPS will not continue their employment. Upon receiving notice of nonrenewal of a provisional or regular contract, probationary unit members may, within ten (10) days of that notice, request a hearing by the superintendent. The unit member, upon request, will be given adequate notice of the hearing date. Reasons for the proposed action will be given to the unit member, upon request. The unit member will be entitled to be represented by the Association and/or counsel of their choice and will be granted an opportunity to defend themselves, presenting arguments and/or evidence. The decision of the superintendent shall be in writing, stating the reasons for the determination.

Article 17: Schedules & Workload

Section A, Value Statements

- A. MCEA and the Board agree with national and state reports that confirm the following:
 1. Teaching and learning take place in different ways, at different times, and by using different styles for individual students. Maximizing instructional time is vital for student learning.
 2. Teaching and learning take place in different ways, at different times, and by using different styles for individual students. Instructional time is vital for student learning.
 3. Time for paying attention to individual students, for planning and preparing to teach, for observing and assisting colleagues, for group work, and for individual study also need to be built into the working day.
 4. To improve our ability to maximize student learning, teachers ~~should~~ **shall** have additional opportunities to plan with other teachers, to participate in relevant professional development experiences, and to be involved more fully in making the key decisions that affect their daily responsibilities.
 5. During the school day, teachers should be able to focus their complete attention on facilitating the learning of their students. ~~However~~ In support of students, involvement in school activities is the responsibility of all professional staff.
 6. More flexible use of time encourages student growth and initiative and enables schools to direct resources more effectively to where they are most needed.

7. Professionals involved in a meaningful and legitimate process of school governance and decision-making around teaching and learning must be fully engaged in the work, activities, and events that are the life of the school.

The parties affirm our mutual commitment to this vision and the conditions needed for high-quality schools and high-quality teaching and learning. It is our intention to continuously improve how time is structured and used.

Section B, Workday

B. Workday

1. ~~While professional personnel will often work more than eight (8) hours per day, t~~ The professional salary schedule is based on an eight-hour workday including a 30-minute duty-free lunch. When required meetings, duties, professional obligations, etc. outside the unit member's control preempt their duty-free lunch, the unit member will be provided a duty-free lunch of no less than thirty (30) minutes at a different time.
2. ~~All 12-month personnel in this unit and all 10-month professional personnel in the central office or field offices will be assigned appropriate starting and dismissal times so that their normal workday will be eight (8) hours, in addition to their lunch period. Non-school based members.~~
 - a. Non-school based unit members who provide direct services to students full-time will receive a comparable amount of individually managed planning time as do school-based unit members. Other time during the workday is available for group-managed activities, including meetings and training. If the employee spends less than full-time providing direct services to students, their individual planning time will be proportionate to the amount of time spent providing services for students weekly. The parties will collaborate to identify the specific classifications that fall within this section.
 - b. All 12-month unit members and all 10-month unit members in the central office or field offices will have a normal workday of eight (8) hours, in addition to their duty-free lunch.
 - c. Non-school-based unit members who have frequent evening assignments shall have the ability to have their start and end time adjusted by the appropriate supervisor or coordinator on either a day-by-day, week-by-week, or permanent basis by making a request to their supervisor or coordinator. This will not be unreasonably denied. Denial will be given to the unit member in writing by their supervisor/coordinator.
 - d. For all 12-month unit members and all 10-month unit members in the central office or field offices, there shall be up to four (4) designated "no meeting days". The supervisor will consult in person or electronically via e-mail with the unit members before determining which days will be the designated "no meeting" days. The "no meeting" days may not be held on a day the system schedules professional development or on a day that the individual's work function requires attendance at a meeting or other event. In the event a meeting is required on a designated "no meeting" day, a new "no meeting" day will be selected by the supervisor in consultation with the unit member.
3. All resource teachers, content specialists, and resource counselors will be assigned appropriate starting and dismissal times so that their normal workday will be eight (8) hours, in addition to their duty-free lunch period.
4. ~~3-~~10-month School-Based Personnel
 - a. All 10-month school-based professional personnel will be assigned appropriate starting and dismissal times so that the normal workday at their school will be seven (7) hours, in addition to their thirty (30) minute duty-free lunch period.
 - b. Unit members' lunch period shall be no less than thirty (30) minutes in length. Summer assignments for full-time professional development activities will be eight (8) hours, in addition to a lunch period.
 - c. Summer assignments for full-time professional development activities will not exceed eight (8) hours, in addition to a duty-free lunch.

5. ~~4. As professionals, MCEA unit members work with students in ways that go beyond the classroom and routinely devote time beyond the workday to meet student needs. The parties recognize that teachers frequently need to attend school activities, events, training, and parent conferences that extend or occur beyond the student day, in the evening, or on weekends. It is recognized that these activities may not require the attendance of all unit members; however, a Attendance at school activities is a shared responsibility for a professional staff. MCEA unit members assume responsibility and accountability for determining the appropriate extra time that they extend to provide a quality school to provide a quality school.~~
6. ~~5. School-based unit members will indicate their presence by placing a check mark in the appropriate column of the faculty "sign in" roster or by a technical solution determined by the ILL school leadership team.~~
7. ~~6. Adjustments to start or dismissal times may be assigned by the principal if requested by a unit member(s) and if the principal determines the adjustment to be appropriate. In all cases the principal's decision shall be final.~~
8. ~~7. In regard to delayed opening and/or early dismissal authorized by the superintendent, the workday of 10-month school-based unit members will begin twenty (20) minutes before the scheduled student starting time on said day and will end as soon as all students under the unit member's direct supervision are clear of the school. The principal may require a reasonable number of unit members to be on duty in excess of these times if they are needed to care for the children. Emergency Delayed Opening and/or Early Dismissal Authorized by the Superintendent.~~
 - a. The workday of 10-month school-based unit members will:
 - i. Begin no more than twenty (20) minutes before the scheduled student starting time on the delayed opening day.
 - ii. End as soon as all students under the unit member's direct supervision are clear of the school.
 - b. The principal may require a reasonable number of unit members to be on duty in excess of these times if they are needed to care for the students. On such occasions, the principal will seek volunteers before assigning a unit member to stay beyond the early dismissal and selected unit members asked to stay by the principal will be compensated in accordance with the substitute coverage rate in Article 22 for up to 1 hour.
9. Upon implementation of the new human capital management system, unit members shall not be required to complete a paper timesheet each pay period and requests for leave will be made electronically and approved in the same manner. In the event the new human capital management system is unable to accommodate electronic timesheet and leave request submissions, MCPS will notify MCEA as soon as is practicable.

Section C, Meetings and Other Activities, subsection 1

C. Meetings and Other Activities

1. School-based unit members may be required to remain ~~after the end~~ outside of the unit members' day without compensation for no more than two and one-half (2.5) hours per month to attend faculty or other meetings, which will end no later than fifteen (15) minutes before the students' day or commence fifteen (15) minutes after the students' day. No single meeting will last more than one and one-half (1.5) hours. When needed for the educational program, it may be necessary to meet more than two and one-half (2.5) hours per month (e.g., recertification of IB programs, special programs, etc.) as determined by the principal in collaboration with the leadership team, after consultation with the faculty.

Section C, Meetings and Other Activities, subsection 3

3. MCEA unit members will attend back-to-school night and two (2) 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 shall select the two (2) non-duty-day assignments. Any expectations

of the assignments will be clearly outlined prior to the event. Attendance at programs, meetings, and activities beyond these minimums are desirable, but voluntary.

Section C, Meetings and Other Activities, subsection 6-9

6. MCEA unit members with assignments in more than one (1) school may not be required to attend meetings and other activities that exceed requirements for other unit members. MCEA unit members assigned to more than one (1) school shall not be required to attend more than one back-to-school night and two (2) other activities outside of the contractually agreed upon workday. MCEA unit members assigned to more than one (1) school may choose an additional back-to-school night as one of their two (2) other activities outside of the contractually agreed upon workday.
- ~~7. Instructional specialists and other non-school-based unit members who have frequent evening assignments shall have the ability may request to have their start times adjusted by the appropriate supervisor/coordinator on either a day-by-day or permanent basis by making the request to their supervisor/coordinator. This will not be unreasonably denied. Denial will be given to the unit member in writing by their supervisor/coordinator. Provided there is sufficient coverage, secondary staff in a HIS shall be required to attend back-to-school night and to complete no more than one chaperone duty. Provided there is sufficient coverage, elementary unit members will attend back-to-school night and one other evening activity outside of the contractually agreed upon workday.~~

If there is not sufficient coverage, administrators will solicit volunteers first. If there are not enough volunteers to provide sufficient coverage, then staff may be assigned additional chaperone duties in an equitable manner.

8. Teams, departments, course-alike teams, and committees ~~and their administrators~~ will collaborate with their administrators in establishing team meeting schedules that facilitate meeting student needs and effective implementation of the program of instruction.

Section C, Meetings and Other Activities, subsection 12

11. Scheduling of Classroom Teachers—Outside of direct instruction of students and supervision of students in non-instructional activities, the teacher day is made up of group activities and individual activities. Numerous tasks fall under each of the two areas. There are some tasks that may occur under both group and individual work. For example, data analysis is an individual activity and a group activity. ~~It is important that~~ Teachers shall have time for both group and individual work in order to be prepared for teaching and to complete the requirements of the job.

Section D, Elementary School Schedules, subsection 1, b) and d)

D. Elementary School Schedules

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 group settings. 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. Teachers' schedules will include at least seven (7) hours in a normal week for such instructionally related work.
 - ~~b) Some n~~Non-instructional time is occupied with supervision of students prior to and after the official student day. ~~This time is not available does not qualify as for planning time. (individual or group), unless the teacher is not responsible for student supervision.~~
 - d) For workweeks that result in an overall reduction in planning time, teams will determine how work will be accomplished. When a decrease in total available non-instructional time is unavoidable, it is expected that, except for emergencies, group meeting time will be adjusted to a greater degree than individually managed time. Teachers may volunteer to meet more than the above.

Section D, Elementary School Schedules, subsection 2-4

2. Time Within the Student Day

- a) PreK–5 Elementary School Grade Level Classroom Teachers—at least five (5) hours per week of this time will occur during the student day.
 - b) Teachers Providing Specials, ~~Including Art, Music, and Physical Education Teachers~~—At the elementary level, specials teachers, including, but not limited to, art, music, and physical education teacher, will participate in the development of their teaching schedule. Schedules will provide either: at least four (4) hours and thirty (30) minutes of this time per week during the student day, with a minimum of ten (10) minutes for preparation between classes, or at least five (5) hours of this time per week during the student day, with a minimum of five (5) minutes for preparation between classes. Consideration should be made for setup and change of grade levels.
 - c) If a school cannot create a schedule that provides for the planning time outlined in paragraphs 2(a) and 2(b) above, then the schedule must be submitted to the OSSWB ~~OTLS~~ and MCEA for review.
 - d) All ~~Other~~ School-based and/or School-assigned Unit Members will have schedules that include a minimum of one (1) hour of time for this instructionally related work during the student day. Whenever schedule and program permit, one (1) hour and thirty (30) minutes per week will be provided. Media specialists and other school-based unit members shall also participate in the development of their schedules.
3. In elementary schools, in consultation with the appropriate specials teacher (~~e.g., art, music, or physical education~~) and the classroom teacher, the principal shall release teachers for other professional activities when specials teachers of (~~e.g., art, music, and physical education~~) are instructing their students. In addition, the principal may release teachers for other professional activities when other unit members are instructing their students.
 4. ~~Effort will be made to schedule~~ The Education Management Team (EMT), Individual Education Program (IEP), and building-level problem-solving meetings requiring the participation of classroom teachers shall be scheduled at times when coverage is available for their classroom, and not at times that result in loss of guaranteed minimum individually managed time, except as is needed to accommodate the schedule of a parent participating in the meeting or where there is no single time when all required participants are available. When such meetings preempt a teacher’s lunch period, the unit member will be provided a duty-free lunch of no less than thirty (30) minutes at a different time. ~~coverage will be sought to provide a lunch period at a different time.~~

Section E, Staff Involvement in School Decisions about Scheduling, subsection 2

2. A request to study alternative schedules can be initiated by the ~~school leadership team~~ ILT, a supermajority, i.e. fifty-eight percent (58%) of all MCEA unit members in the school, or through a major MCPS initiative. Decisions to change the structure of the school day may be made only after a formal process that includes MCEA unit members is undertaken. The faculty representatives to a multi-stakeholder work group will be selected by a vote of MCEA unit members conducted by the elected faculty representative. The multi-stakeholder group will recommend any change to the ~~Deputy Superintendent of school support and improvement~~ for approval. The ~~school leadership team~~ ILT will submit input to the multi-stakeholder group. If there is not agreement about the OTLS decision, the Associations/ Deputy Superintendents/Chief Operating Officer (ADC) Committee will consider the issue to make a recommendation to the superintendent.

Section F, Secondary School Schedules, subsection 2

2. Schedules must reflect the need for both individually managed work and time that may be structured by the ~~school leadership team~~ ILT. ~~While a~~ Unit members are responsible for managing collaboration and individual planning to best meet the needs of students, ~~concerns~~ Concerns about effectively addressing team, school, and system goals may be addressed as performance standard issues, taking into account workload and other mitigating factors. During a typical seven (7) period day, a school schedule will provide for a minimum of fifty percent (50%) of the total non-instructional 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 (1) week or two (2) week basis. It is recognized that special educators need increased flexibility to complete their legally mandated paperwork.

Section H, Work Year

~~H. Work Year—The work year for unit members identified in this section includes two (2) days, i.e., sixteen (16) not scheduled in the school calendar that shall be used as described in Section K of this article.~~

Section H, Work Year, subsection 3

3. The work year for elementary team leaders (including ELD teams) shall not exceed 198 duty days, except for those working in a Highly Impacted School for whom the work year shall not exceed 199 duty days.

Section H, Work Year, subsection 25

25. A unit member filling multiple roles outlined in numbers 2-24 above shall receive the combined total of all Summer Supplemental Employment days over 195 to complete the additional required duties, except where the function of the roles overlap. No unit member will receive additional days for more than two roles in any given school year.

Section K, Professional Time, subsection 1

1. ~~The unit member work year shall also include The two (2) unscheduled days (16 hours), identified in Section H of this Article for 10-month unit members~~ which shall be professional time that will focus on instruction and improving student achievement, thereby raising the bar for all students and closing the opportunity gap. This time will be used by teachers to concentrate on the achievement of their students.

Section K, Professional Time, subsection 5

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 Education Association convention day, and holidays). The specific time may be different for each department or team or educator. This professional time may be used for, but is not limited to, planning, data analysis, responsibilities related to assessments, and/or collaborative involvement in school improvement planning. Unit members shall not be required to provide documentation of this time.

Section L, Pre-service Days, subsection 2

2. Unit members may reach out to their supervisor to determine if their assigned classroom is available on a particular day during the summer for the unit member to access the space.

Section M, Student Instructional Preparation Time, subsection 3

~~3. The leadership team of e~~Each school ILT 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. Educators will have input on which students receive interims and when interims are required to be completed by educators. This policy ~~should~~ shall also ensure that educators have an adequate amount of time to complete interims (no less than the interim window set by MCPS). The policy ~~will~~ shall be communicated to staff at least one (1) week prior to the start of the interim window.

Section N, Telework

N. Telework

1. **Definition of Telework-** Telework is the practice of working away from an employee's primary work location, such as at home or an alternative work location, instead of commuting to the primary work location, and does not alter the employee's duties or work standards/competencies.

2. **Eligibility to Telework** - ILT and administration will determine which school-based positions, if any, may need to be on site for all or part of the day to support other professionals in the building or to fulfill their professional responsibilities. The ILT must provide a written explanation to unit members required to be on site with the specific duties that cannot be performed remotely.
3. **School-Based Unit Member**
 - a. Unit members who have completed their first year of employment with MCPS are eligible to telework without prior management approval on the designated grading days during marking periods 1 through 3.
 - b. Unit members in their first year of employment with MCPS who have demonstrated the ability to meet their professional responsibilities, specifically grade submission according to the Grading and Reporting Guidelines, are eligible to telework without prior management approval beginning in the 3rd marking period of their first year of employment.
 - c. Unit members with prior experience in another district who are in their first year of employment with MCPS may telework with management approval prior to the 3rd marking period.
 - d. School-based unit members who telework beyond the three (3) grading/reporting days and half days each quarter will complete the MCPS PDO telework training.
4. **Non-School Based Unit Members**
 - a. All non-school-based unit members who telework shall complete the MCPS PDO telework training.
 - b. Non-school-based unit members may telework for all or part of their workday if their work does not require them to be in an MCPS building provided that their supervisor agrees that their work includes tasks that are portable and can be performed from a location other than the primary work location, employee responsiveness will not be affected by teleworking, data security can be maintained, and operational requirements will be met.
 - c. Non-school-based unit members will keep their calendars up to date.
5. ~~Unit members are eligible for teleworking during the grading and reporting days at the end of the first, second, and third grading periods. Each of the full grading and reporting days are regularly scheduled workdays either on site or for teleworking.~~
6. ~~With the approval of the principal/supervisor, school-based educators who have demonstrated the ability to meet their professional responsibilities, including grade submission according to the Grading and Reporting Guidelines, may telework on the full professional days at the end of each of the first three (3) marking periods.~~
7. ~~The school leadership team and administration will determine which positions, if any, may need to be on site for all or part of the day to support other professionals in the building or to fulfill their professional responsibilities.~~
8. ~~First-year educators will be required to work on site for the first two (2) marking periods on these days.~~
9. ~~A written rationale will be provided by the supervisor of an educator whose request to telework is denied.~~

Section O, Summer Work

O. Summer Work

1. Summer Meetings- Unit members required to attend meetings outside of their work year specified in Section H of this Article shall be paid at their Tier I rate.
2. Summer Work - Preference will be given for placement in summer positions for unit members working in a Highly Impacted School.

Section Q, Duties, subsections 1-2

Q. Duties

1. Unit members may be required to ~~do~~ perform certain student-supervision duties during their workday. These may include bus duty and hall duty during passing time. With the exception of the Maryland Meals

for Achievement (MMFA) program, unit members will not be required to perform breakfast, lunch, or lunchtime recess duties. Unit members may choose to volunteer for these duties in exchange for release from their required student supervision duties. A principal may assign a unit member to cover such duties when the normally assigned staff is temporarily absent or when the principal determines the need for additional supervision due to safety and security issues.

2. Itinerant ~~teachers and teachers~~ unit members with split positions in more than one (1) school shall be assigned non-teaching duties during the school day in a manner that ensures they do not have extra duties. The determination as to non-teaching duties shall be made by mutual agreement of the ~~teacher~~ unit member and the principals involved. The ~~teacher's~~ unit member's schedule shall be the determining factor.

Section Q, Duties, subsection 5

5. Although unit members may be required to collect and transmit money to be used for educational and insurance purposes, they will not be held responsible for the loss of money collected if such loss is not due to the negligence of the unit member ~~teacher~~.

Section R, Coverage

R. Coverage

1. Educators must inform the appropriate school official at least two (2) 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. 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. Unit members shall not be responsible for taking or recording student attendance on days they are absent, including when they are at professional development sessions or other trainings.
2. The principal, in collaboration with the ~~leadership team~~ ILT, will decide on how the process for class coverage will be handled, which may include the development of a coverage plan.
3. In order for professional leave to be approved, unit members ~~teachers~~ must provide the job number and/or identify the name of the substitute teacher on their leave request form. The form must be submitted to the principal at least five duty days prior to the professional leave date.
4. ~~Internal Substitution Compensation for Internal Coverage~~
~~Teachers will be compensated at the stipend rate (Article 21, Section I) for each period that they are called upon to provide emergency class coverage during their scheduled planning time when the need results from the inability of the sub-calling system to provide a substitute teacher when a job has been called in. Volunteers shall be called upon first to provide emergency class coverage.~~
 - a) Classroom Teachers/Teachers of Record/Special Education Teachers - When a substitute cannot be secured through the electronic substitute calling system, unit members who substitute during their preparation, planning, or case management time will be compensated at the rate specified in Article 22 Stipends, section D.
 - b) Counselors/Non-classroom Based Unit Members/Related Service Providers –
 - i. If a counselor, non-classroom based unit member, or a related service provider is on leave, and another counselor, non-classroom based unit member, or a related service provider covers said staff member's legally-mandated or student-facing duties, then the unit member providing services, assessments, or other duties will be paid the coverage rate for up to five (5) hours per week.
 - ii. MCPS shall allocate funding for 4,000 hours per marking period for school years 2023-2024 and 2024-2025. Any unused hours at the end of each of the first three marking periods will be rolled over into the next marking period. Utilization data will be analyzed to calculate actual need and incorporated into the contract reopener negotiations for the last two years of this agreement so that future budgets for this item will be based on actual need.
 - c) Volunteers will be solicited to provide internal substitution. If no volunteers are available from the entire worksite, administrators may assign a unit member to provide coverage. Such assignments will be distributed on a rotating basis.

- d) The coverage of up to two hours/class periods per day will be paid regardless of the availability of release time or IRA time, not to exceed five hours/class periods per week.
- 5. (No change)
- 6. ~~MCPS will work with the Psychologists Collaboration Committee to~~ The Psychologists Collaboration Committee will continue its work to build a pool of certified psychologists to be called on to substitute and explore other viable solutions to the issue of psychologist coverage and to explore other solutions to the issue of psychologist coverage.

Section T, Duties, section 1

T. Impact Statements

- 1. The parties agree that to achieve continuous improvement, change is sometimes necessary. ~~In order for~~ change to be implemented effectively, infrastructure needs must be part of the planning. Recognizing that time is an essential resource, the Board agrees that Time Impact Statements will be used in the planning process for the following:

Section U, Workload and Planning Time Workgroups, new

- U. ~~Workload and Planning Time Workgroups-~~ The Board will make every reasonable effort to reduce paperwork and provide support to for special educators and ESOL/ELD teachers to create a manageable workload by taking the following steps, where possible, such as the elimination of redundant paperwork and implementation of the auto-population of fields when transferring data from OASIS to OSS.
 - 1. During the 2023-2024 school year, the Special Education ASLMC and the ELD Collaboration Committee will analyze the paperwork requirements for their respective educator groups and make recommendations to address the paperwork burden placed on those educators, which may include what, if anything, may be eliminated or how to streamline the paperwork process through the use of technology.
 - 2. During the 2023-2024 school year, the Special Education ASLMC will work with OHRD to develop a special education teacher permanent substitute/support pool pilot. The pilot pool will be available to provide coverage for special education teachers and support educators with paperwork requirements. If the pilot pool is successfully created, the parties may agree to incorporate it into the negotiated Agreement as an addendum before the next full contract reopener.
 - 3. During the 2023-2024 school year, the Special Education ASLMC will assess whether increasing the number of substitute days allocated for supporting the unit member's documentation obligations to two (2) per quarter would realize a benefit for unit members. If the determination is that such an increase would be beneficial, the parties will collaborative develop a program for implementing the increase.
 - 4. MCPS and MCEA agree to plan and implement an Elementary Pilot Planning Program to increase planning time for the 2023-2024 school year. This pilot will be limited to 10-20 schools with evaluation to occur to determine next steps.

Article 18: Staffing

Section A, Allocations, subsection 4

- 4. In making staffing decisions, the principal shall share the allocation and the draft plan with the ILT for feedback, taking into consideration faculty input and guidelines of professional organizations where available. The final staffing plan shall remain within the discretion of the Principal, give careful consideration to the views of the faculty.

Section A, Allocations, subsection 6, a)-b)

- a) ~~During school year 2020-2021, the parties~~ The Staffing Allocation & Budget Review Committee will collaborate to devise a plan to include school psychologists and PPWs as part of the base staffing model when new schools open.
- b) ~~The parties will discuss this goal of improved staffing in a contract reopener for FY 2022.~~

Section A, Allocations, subsection 7

7. The Board agrees that the following Full Time Equivalent (FTE) ratios of unit members specialists and other educators are indicative of—reflect the goals that it would like to attain, where possible and practical, in terms of the budget authorized by the County Council and supported in the County Council-approved budget.

a) Specialists and Other Educators:

Elementary Schools	
Reading Specialists	Not less than one for every two schools
<u>Staff Development Teachers</u>	<u>Not less than one for every school</u>
Music Teachers— Instrumental	Not less than one for every four schools
Music Teachers— Vocal <u>General/Choral</u>	Not less than one for every 500 students.
Art Teachers	Not less than one for every 500 students
School Guidance Counselors & Social Workers	This program is to be expanded as budget permits, with a continual evaluation to be carried out
Physical Education Teachers	Not less than one for every 450 students and not less than one for every 23 classes
Media Specialists	Not less than one per school
<u>Innovative Schools Focus Teacher</u>	<u>Not less than one for all innovative schools</u>
Secondary Schools	
School Guidance Counselors	Not less than one for every 300 students
Media Specialists	Not less than one for every 500 students
<u>Staff Development Teachers</u>	<u>Not less than one for every school</u>

Student Services Personnel	
(including pupil personnel workers, school psychologists, social workers, community coordinators)	Not less than one for every 2,000 students
Speech and/or Hearing Therapists	Not less than one for every 1,800 students

8. Specials

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

9. Ratios in Highly Impacted Schools

Recognizing that students attending HIS often have complex social-emotional needs, enhancing staffing ratios of counselors and psychologists, will be prioritized in HIS first if only limited funds are available.

10. Special Education and Related Services Staffing- 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.

Population/Program	Ratio (educator: student)
Learning and Academic Disabilities LAD/ Resource/Home School Model/Other Health Impairment/Speech-Language Impairment/Orthopedic Impairment	1:20
Social/Emotional Special Education Services (SESES)	1:10
Deaf/Hard-of-Hearing (DHOH)	1:8
Visually Impaired	1:8
Autism, <u>Asperger's</u> , and Comprehensive Autism Preschool Program (CAPP)	<u>1:6</u>
<u>Living Learning</u> for Independence (LFI)/ <u>Learning Centers</u>	1:12
School Community Based Instruction (SCB)	1:8
Preschool Education Program (PEP) <u>PEP Full Day Program</u> <u>Intensive Needs Classes</u>	1:6
<u>Pre-K Inclusion PEP Teachers Supporting One (1) Classroom</u>	<u>1:10</u>
<u>Pre-K Inclusion PEP Teachers Supporting Early Childhood Centers</u>	<u>1:25</u>
<u>All other PEP programs</u>	1:9
<u>PEP Itinerant Teacher</u>	<u>1:80 sessions per month</u>
Speech Language Pathologists (SLP)	1:57

Many factors are involved with an equitably distributed caseload, 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/or meet with the administrator collaboratively to resolve the concern. Non-school based special educators may meet with their instructional specialist or coordinator or administrator collaboratively to resolve the concern by adjusting

workload, providing release time, removing other duties as assigned, providing clerical support or limiting coverage responsibilities. If it can't be resolved, the administrator will make the final decision.

Section C, Substitute Coverage

CB. Substitute Coverage

1. In the event a teacher of elementary art, music, and physical education, or an ~~ESOL~~ English Language Development (ELD) teacher, when appropriate, is absent, a fully qualified substitute will be hired.
2. For those schools with only one media specialist, the principal has the administrative authority to decide to provide a fully qualified media substitute or, if not available, a qualified substitute within the appropriate level from the professional list. For those elementary schools in which media specialists provide regularly scheduled instructions, a substitute ~~may~~ will be hired for days on which such instruction is scheduled.
3. Counselors shall develop their schedule of lessons in collaboration with classroom teachers. A counselor has the option to secure a currently or previously certified counselor substitute. No principal shall require a counselor to secure a substitute.

Section E, Innovative School Year (ISY)

E. Innovative School Year (ISY)-- Teachers currently assigned to schools with an innovative school year calendar will have the option of opting out of that school assignment for the following year, should the innovative calendar be continuing at this location in the subsequent school year. Requests by non-tenured teachers who wish to transfer from innovative school year calendar schools will be evaluated on a case by case basis. Staff who choose to opt out will be considered involuntary transfers and will be given priority placement status pursuant to Article 25 of the MCEA negotiated Agreement, provided they notify MCPS in writing by the second Friday in February. Educators may rescind this request at any point, provided their current position at the school is open.

Article 20: Salaries & Supplements

Section A, Salaries

A. Salaries

1. ~~Effective May 3, 2021, all MCEA unit members will receive a general wage adjustment of 2% and a step increase for those eligible. Effective January 29, 2022. All MCEA unit members will receive a general wage adjustment of +1.5%. Effective December 17, 2022. All MCEA unit members will receive a general wage adjustment of +3.35%. The annual salaries of all bargaining unit employees are set forth in the salary schedules attached hereto as Appendix D. Such salary schedules are hereby made a part of this agreement. Effective July 1, 2023, all ten-month unit members will receive a cost-of-living adjustment of \$5,602. Effective July 1, 2024, all ten-month unit members will receive a cost-of-living adjustment of \$2,918.~~

The annual salaries of all bargaining unit employees are set forth in the salary schedules attached hereto as Appendix A. Such salary schedules are hereby made a part of this Agreement.

2. If a unit member resigns in good standing from MCPS after at least five (5) years of service with "Meets Standards" evaluations and is rehired at a later date within five (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.
3. ~~There shall be a health care premium holiday until August 2021.~~
4. Step Increases—The granting of step increases will be governed by the following provisions:
 - a) The anniversary date for step increase purposes for all unit members shall be July 1.

- b) On July 1, 2023, all unit members eligible for a step increase will move up one step from their current step. On July 1, 2024, all unit members eligible for a step increase will move up one step from their current step.
- c) Anniversary dates for increase purposes for unit members hired on or after July 1, 2013, shall be set as follows:
 - 1) For unit members hired prior to February 1, their first anniversary date will be July 1 of the fiscal year following the year in which they were hired.
 - 2) For unit members hired on or after February 1, their first anniversary date will be July 1 of the following calendar year.
- d) ~~For the FY2021 school year, all step increases will be effective on May 3rd, regardless of the provisions above. For the FY2022 school year, all step increases will be effective on March 12, 2022. Regardless of the provisions above. For the FY2023 school year, all step increases will be effective on December 17, 2022, regardless of the provisions above.~~
- 5. ~~Payment of Salary Step Increments—All employees who are eligible for a step increase and have an additional step available on the applicable schedule above, will move up one step from their current step per A.4.c above during FY 2021.~~

FY 2012 Hire-in Rectification - It is acknowledged that some employees missed a step increase in FY 2012, due to the negotiated deferral of step increases, or had their hire-in rate adjusted back one step in FY 2012. The Board and the Union have an ongoing commitment to negotiate with regard to this issue.

6. ~~12-m~~Month Employees

The salary for 12-month employees will be equal to 117.5 percent of the salary for which those employees would qualify if employed in 10-month positions. For Fiscal Year 2024, effective July 1, 2023, the cost-of-living adjustment for a 12-month employee will be \$6,583. For Fiscal Year 2025, effective July 1, 2024, the cost-of-living adjustment for a 12-month employee will be \$3,428.

Employees working on June 30, 1996, as 12-month employees, but who would not qualify for the MA+30 lane if employed in a 10-month position, will continue to receive pay while in a 12-month position equal to the percent of the salary applicable to MA+30 level 10-month employees, as identified in the previous paragraph.

Unit members working other than 10-month or 12-month schedules shall be compensated for the number of workdays of assigned duty at their daily rate of pay.

- 7. ~~The parties agree that~~ The requirements option for 10-month unit members to receive pay over 12 months ~~will be~~ included in the HCM replacement system. The progress of implementation will be regularly shared with MCEA. ~~ext requirements for a replacement HRIS system by FY 2022.~~
- 8. Unit members on duty as of July 1 of any calendar year will be provided with their Salary Information Notice for the forthcoming school year no later than August 15.

Section B, Salaries & Stipends

~~Supplements—(Deleted from this Article and moved to Article 21)~~

~~Stipends—(Deleted from this Article and moved to Article 22)~~

Article 21: ~~Extracurricular Stipends~~ Supplements

Section A, Supplements for Positions with Additional Responsibilities, title change

A. Supplements for Positions with Additional Responsibilities

Section A, Supplements for Positions with Additional Responsibilities, subsection 8- 12

8. Elementary, ~~ELDESOL~~, and MCITP Team Leaders—All professional personnel on the professional salary schedule grades A–D who are assigned as elementary team leaders or team leaders in the Montgomery County Infants and Toddlers Program or in ~~ELDESOL~~ (with at least three other team members) will have their regular scheduled salary increased by \$1,700.
9. Elected Faculty Representatives ~~onto School Instructional~~ Leadership Team—All professional personnel on the professional salary schedule grades A–D who are elected as faculty representatives to school leadership teams, in accordance with Article 9, Section B.1, will have their regular scheduled salary increased by \$1,500.
10. Community School Liaisons on Instructional Leadership Team - All professional personnel on the professional salary schedule grades A–D who serve on the ILT as a Community School Liaison, in accordance with Article 9, Section B.1, will have their regular scheduled salary increased by \$1,700.
11. Unit members assigned under subsections 1 through 8 of this section shall not have tenure in the position.
12. Innovative School Year (ISY)
 - a) Teachers at schools implementing the innovative school year calendar will be paid at a rate consistent with the applicable Summer Supplemental Employment (SSE) rate and will be scheduled for up to but not more than 30 student instructional days.
 - b) MCPS will notify ISY teachers of their SSE rate for the summer instructional days by electronic mail.

Section B, Supplements for National Certifications, title change

B. Supplements for National Certifications

1. ~~10.~~National Board for Professional Teaching Standards—
 - a) Per the Blueprint for Maryland's Future (No change)
 - b) Unit members who achieve National Board Certification but are not eligible under the Blueprint for Maryland's Future will have their regular scheduled salary increase by ~~\$2,000~~ \$2,125 annually. In order to receive this supplement, NBPTS certification and First Class Maryland certification (as described in the Education Law) must be maintained.
 - a) ~~A unit member who facilitates a component specific course for the NBCT Candidate Support shall receive a stipend of \$1,500 for each course facilitated. Course facilitation will include a minimum of 30 hours of organized group support based on specific training plans. These hours shall be logged and submitted to the Director of Professional Growth Systems by the second week in April. (Relocated to Article 22.)~~
 - b) ~~A stipend in the amount of \$1,500 each will be designated to two NBCT Teacher Leader Organizers to serve as organizers/support to all course facilitators. A stipend in the amount of \$1,000 each will be designated to two NBCT Teacher Leader Organizer Assistants to support the NBCT Teacher Leader Organizer. (Relocated to Article 22)~~
2. ~~11.~~Other National Certifications, National Licensures, or Equivalent- In order to promote high standards and continuing professional development, the parties agree that any unit member who has received national certification or credentialing in speech/language pathology, occupational therapy, physical therapy, school psychology, counseling, will have their regular scheduled salary increased by ~~\$1,500~~ \$2,125 annually.

Article 22: ~~Extracurricular~~ Stipends and Other Compensation

Section A, General, subsection 7

7. Principals ~~shall will attempt to, to the extent possible,~~ notify all school-based unit members in writing of their stipend assignments ~~prior to the start of the school year, unless the member is hired for the stipend assignment during the school year, before they return to school in August.~~

Section A, General, subsection 9

9. ~~Any teacher accepting the sponsorship of a stipend activity must be assigned a full teaching load.~~

Section A, General, subsection 11

11. ~~Stipend activities may be divided by more than one (1) unit member if, after consultation with the principal, the unit members involved are in agreement agree.~~

Section B, Stipends for Additional Professional Duties and Learning,

B. Stipends for Additional Professional Duties and Learning

1. Supervising Student Teachers—A unit member who supervises a student teacher or graduate intern in an education program shall receive a stipend of \$50 per week for such supervision.
2. Mentor Teachers—A unit member who is assigned by the Board to serve as a mentor for a new teacher shall receive an annual stipend of \$600 for each new teacher mentored. A unit member who has completed MCPS mentor training shall receive \$800 per year.
3. ~~Synergy Student Information System~~ Superusers—A unit member appointed by the principal shall receive an annual stipend of \$650. There will be at least one ~~Synergy Student Information System~~ Superuser per elementary school and at least two ~~Synergy Student Information System~~ Superusers per secondary school. ~~For the 2022-2023 school year, MCPS will pilot a one-year additional Synergy Superuser program that will allocate an additional Synergy Superuser to Pending budget approval, in~~ each elementary school with an enrollment over 800 students and each secondary school with an enrollment over 1,800 students, one additional ~~Synergy Student Information System~~ Superuser will be allocated. ~~Pending budget approval, in~~ each secondary school with an enrollment over 2,500 students, two additional ~~Synergy Student Information System~~ Superusers will be allocated. ~~The additional allocation for the 2022-2023 school year will expire at the end of the 2022-2023 school year.~~
4. PAR Panel—School-based unit members who serve on the Peer Assistance and Review Panel shall receive an annual stipend of ~~\$1,000~~ \$1500 from MCPS. The representatives shall receive the stipend in a lump sum, payable in the month of June, for the prior school year. MCEA shall be responsible for providing the Office of the Chief Operating Officer (OCCO) with a list of eligible members.

Section C, Coverage Rate for Internal Substitution

C. The hourly rate for Coverage/Internal Substitution (Article 17.R) will be thirty dollars (\$30) per hour or portion thereof.

Section D, Innovative School Year (ISY)

D. Innovative School Year (ISY)

1. A stipend in the amount of \$3,500 will be paid to bargaining unit members who work the entire extended school year in schools with innovative school year calendars. The stipend will be paid in one payment of the full paycheck following the beginning of the innovative calendar schools' school year.
2. The stipend will be prorated based on the teacher's FTE allocation at an innovative school.
3. In the event a bargaining unit member leaves before the end of the school year, the unit member will be required to repay the prorated portion of the stipend based on the number of duty days remaining in the school year.

Section D, Extracurricular Stipends

4) Extracurricular Stipends

- i) ~~B. Classification I \$15.00, \$17.50 for Fiscal Year 2024, and \$18 for Fiscal Year 2025.~~ Since many of the elementary and secondary schools of Montgomery County have varying emphases in their programs,

limited funds are budgeted for a variety of activities involving working with students that are not included in the other classifications for which a set stipend has been assigned. Activities the school will conduct in this classification must be defined in a job description, which will include the time frame anticipated for the activity. The principal, in approving the activity and selecting the sponsor, will authorize the hours to be paid, which may not exceed 100 hours for each activity per fiscal school year. ~~Plans for activities in this class shall be forwarded for approval to the community superintendent along with the plans for activities in all other classes.~~

ii) ~~C. Classification I-A, Intramural (Co-Ed) Senior High School (\$1,810–\$2,175/2200)~~—Since many of the senior high schools have varying emphases in their intramural programs, a variable stipend is offered under Classification I-A as follows:

a. ~~100 to 125 hours 40 to 50 hours~~ \$1,810 stipend

b. ~~126 to 150 hours~~ \$2,175 stipend ~~More than 50 hours \$2200 stipend~~

e. ~~Before a principal approves the stipend in Classification I-A, the sponsor must submit a planned program, including the time frame expected for the activity. Classification I-A stipend must also be approved by the community superintendent.~~

1. Classification II, Outdoor Education—Teachers participating in the outdoor education programs at one of the outdoor education facilities used by Montgomery County Public Schools shall be compensated by a stipend on a per diem basis. The stipend should be made available to classroom teachers accompanying the classes and other professional staff members of Montgomery County Public Schools on grades A–D who are utilized as educational specialists. The amount of the stipend shall be \$100 for each overnight stay at one of the outdoor education facilities. The team member who organizes the outdoor education program for the school shall be compensated at the Classification I stipend rate for up to forty (40) hours for the organizing and planning activities, based on hours worked.

2. Classification III – Extracurricular activities that are standardized across all MCPS schools by level (as reflected in the table below).

3. ECA Handbook Review – MCEA and MCPS agree to convene a workgroup to review and recommend changes to the ECA Handbook during school year 2023-2024 and every two years thereafter. The workgroup will examine and propose policy and procedures governing the allocation of funds for extracurricular activities. Each party shall appoint six (6) representatives. The workgroup’s charges will include reviewing the ECA Handbook in order to:

a) Review allocations of stipend assignments by school.

b) Recommend changes to current job descriptions and estimated hours required for each stipend activity.

c) Promote equity in hours across each athletic and non-athletic activity.

d) Identify ways to increase the number of stipend opportunities at the elementary school level.

e) Report to MCPS and MCEA through the Operations & Contract ASLMC their recommendations.

6. ~~E. Ineligible Personnel~~—Athletic specialists, consulting teachers, and 12-month unit members are not eligible for payment of an extracurricular stipend. Resource teachers, ~~and~~ resource counselors, ~~and content specialists~~ are eligible only if the following conditions are met:

~~1.~~—a) The activity is in the employee’s current work location.

~~2.~~—b) The stipend has been advertised to other unit members and none have expressed interest in the stipend.

~~3.~~—c) The activity does not conflict with normal teacher or resource teacher duties, including meetings.

Such appointments of resource teachers or resource counselors as extracurricular sponsors shall be for one year only and shall be renewed only if the above conditions are met again.

7. Fall Coaches—High school coaches of fall sports, assistant athletic directors who are not coaching a fall activity, marching band directors, cheerleader and pom sponsors who are scheduled to participate in pre-school activities have three and one half (3.5) hours per day built into the stipend, for a maximum of eight (8) days prior to the first scheduled day of work for 10-month teachers.

~~F. 8. Newspaper Sponsor & Yearbook Sponsor~~—High School—The sponsor will teach ~~five classes, including a class in Journalism I/II or Yearbook I/II, as corresponds to the stipend they receive. If the school schedules the staff of the school newspaper to be assigned to the newspaper on a regular basis for a course in Journalism II in which the skills of Journalism I are extended in a planned instructional program, and the production of the school newspaper is not the primary activity or objective, this practice will be permitted, and the newspaper sponsor will receive the stipend.~~

~~G.~~ 9. Payment to Unit Members Selected for Stipend—Compensated Activities

- ~~1.~~ a) (No change)
- ~~2.~~ b) (No change)
- ~~3.~~ c) (No change)

~~H.~~ 10. Hourly Rate

- a) The hourly rate for the stipend program will be ~~15.00~~ \$17.50 for Fiscal Year 2024, and \$18 for Fiscal Year 2025.
- b) For any newly created stipend position that does not have an hourly job description, MCPS and MCEA through the Operations & Contract ASLMC shall determine a mutually agreed upon number of hours.

~~J.~~ 11. Postseason Competition

Athletic coaches shall be paid at a flat rate of ~~\$50~~ seventy-five dollars (\$75) per round advanced, up to ~~\$100~~ one hundred twenty-five dollars (\$125) per week for practices, preparation, and contests when the season is extended as a result of the team being involved in postseason county competition or the MPSSAA regional and/or state competition.

~~K.~~ 12. Extracurricular Activities

Extra curricular stipend charts will be updated to reflect the rate increase

Section I, Other Compensation

I. Other Compensation

1. Pay Differential for Interpreting Responsibilities at a Highly Impacted School (HIS)

A unit member at a HIS school may receive a pay differential for utilizing advanced skills in oral communication and comprehension to provide interpretation between English and another language that has been determined to be eligible for receipt of the pay differential. The unit member must use these skills to meet the needs of the work-site community beyond the duties and responsibilities of the unit member's position (including but not limited to interpreting for the parent conferences of colleagues, IEP/EMT/504 meetings, community and school events). Every effort will be made to provide interpretation services without interruption of a unit member's primary responsibilities. The following conditions will apply:

- a) Unit members will not be asked to provide interpretation services until all the other resources for interpretation have been exhausted.
- b) Prior to becoming eligible for the pay differential, the bargaining unit member must pass an oral language interpreting proficiency and/or written translation examination, designed to assess advanced oral and interpreting skills in an eligible language.
- c) Bilingual unit members asked to interpret orally (e.g. talking to families) and/or translate written materials shall be paid a differential of ten dollars (\$10) per hour for all hours worked utilizing the skill, with a minimum of one hour pay for each occurrence. The pay differential is applied in half-hour blocks after the first hour.
- d) A unit member who has concerns about the impact of such an assignment on their regular responsibilities should raise those concerns with their supervisor. The principal or director involved will consider the concerns and make a decision about priorities.
- e) Poor performance in oral interpretation and/or written translation will not adversely impact an employee's overall evaluation, but may lead to removal of certification for the differential.
- f) A unit member who has passed the proficiency exam may choose at any time to withdraw from the program and no longer be eligible for the interpreting differential. The unit member shall no longer be required to provide interpretation support and services.
- g) For School Years 2023-2024 and 2024-2025, MCPS will allocate \$130,256 each year for this purpose. The usage data and effectiveness will be analyzed and discussed during the contract reopener.

Article 25: Voluntary Transfers

Section A, General Terms, subsection 1

1. ~~Seniority in~~ Length of MCPS service, as defined in Article 7 A.7, will be considered a factor in the transfer process; however, because the parties believe that there are educational benefits for all students to be taught by a diverse staff, MCPS also will consider diversity in the transfer process. "Diversity" for the purposes of this article is defined broadly to include gender, race, ethnicity, ancestry, national origin, nationality, language, or other legally or constitutionally-protected attributes or affiliations.

Section A, General Terms, subsection 6

6. If a voluntary transfer ~~approved for the good of the school system~~ causes a unit member to move from a field in which they are certificated to a field in which they are not certificated, the unit members will sign a statement of understanding that will verify that the unit member is aware of the following: (no changes)

Section A, General Terms, subsection 9

9. No voluntary transfers will be effected after July 20, unless both releasing and receiving principals agree. Principals shall not arbitrarily withhold agreement. New vacancies that occur after July 20 will be reviewed by the OSSWB or OCAO and OHRD and will be advertised on MCPS Careers.

Section B, Transfers and Job Fairs, subsection 3

3. Schools may accept interview requests from all levels and subjects. Unit members will make appointments during the week before the Fairs by applying through MCPS Careers. 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~~ except for those designated as highly impacted. Interviews will occur at the Job Fair at twenty (20) to thirty (30) minute intervals. Interviews will not be limited to projected vacancies. The process for application and interviews for new schools will be advertised and conducted prior to March of the year in which the school opens.

Section B, Transfers and Job Fairs, subsection 6

6. Transfers will be allowed during this first voluntary transfer window across certification areas and school levels, except in previously identified "tight" fields where such transfers will not be approved until all priority placements in that certification area have been cleared. OHRD and MCEA will meet prior to the transfer season to review the data on Priority Placements and vacancies to jointly identify "tight" fields. The list of identified fields that are considered "open" and "closed" shall be posted on Careers and updated weekly throughout the transfer season. If there are no changes within a week, MCPS shall post the same list with current date.

Section B, Transfers and Job Fairs, subsection 8

8. Early Hiring Window ~~Period~~ for Critical Job Shortages
 - a) Critical shortage job categories will be identified and shared with MCEA prior to the transfer and hiring season each year.
 - b) For Critical Shortage Job Categories, there will be an early window period. ~~Positions for Special Education Teacher and School Psychologist~~ Positions for Special Education Teacher and School Psychologist Vacancies may be posted up to one (1) week (seven calendar days) in advance of the opening of the transfer window and interested unit members may apply during that week. After the early window period has lapsed, MCPS may open ~~Special Education Teacher and School Psychologist~~ these vacancies to external candidates, provided that there are sufficient vacancies to ensure all unit members on the priority placement list will be able to be placed in a position consistent with their qualifications.

- c) The parties shall meet prior to the transfer season to jointly identify any additional job categories to include in the early window period. The parties shall meet after the close of the voluntary transfer window to assess the success of the early window period.

Article 26: Involuntary Transfers

Section A, Notification to MCEA

- A. Notification to MCEA—MCPS will provide MCEA a list of unit members identified for involuntary transfer based on initial staffing allocations by the third Friday in March. The list of involuntary transfers shall include:

Section B, Procedure

- B. Procedure – ~~In~~ In the case of potential involuntary transfers, prior to issuing assignment:
2. ~~Impacted~~ Impacted MCEA bargaining unit members ~~will~~ shall receive notice of involuntary transfer in writing by the third Friday in March. The notice shall include:
 - a) The steps in the involuntary transfer procedure, including timelines
 - b) The name and contact information of their designated Staffing Coordinator
 3. Impacted unit members shall be ~~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 OHRD to receive appropriate information.
 4. ~~Members~~ Members will be offered the option of reducing to part-time in order to mitigate the involuntary transfer.
 5. ~~The Principal Supervisor shall allow~~ ~~a~~ unit members to voluntarily place themselves on the involuntary transfer list if their transfer mitigates the transfer of another MCEA unit member.
 6. ~~Unit members will~~ shall have the opportunity to inform the designated staffing coordinator in human resources appropriate administrators regarding of their preferences for a new assignment, including geographic area and specific open positions, prior to the priority placement meeting.

Section C, Factors, subsection 1

- C. Factors
1. The principal or supervisor shall consider: a unit member's length of MCPS service as defined in Article 7 A. 7, area of certification and experience, and major or minor field of study as significant factors in the involuntary transfer process. Because the parties believe that there are educational benefits for all students to be taught by a diverse staff, the principal will consider diversity in the transfer process. Diversity is defined broadly to include, but is not limited to, gender, race, and ethnicity.

Section D

- D. Unit members in split location assignments who are involuntarily transferred out of one of their locations will be asked if they prefer to retain the other part of their assignment. If the split location assignments add up to a 1.0 allocation, unit members shall have the option ~~or~~ to be treated as a full-time involuntary transfer. If the preference is to retain the other part(s) of the assignment, the Office of Human Resources will attempt to find an appropriate match. If an appropriate match cannot be found, the employee may be placed in a new full-time position. An employee preferring a new full-time placement is not guaranteed a single location assignment if none is available.

Section E

- E. ~~A~~ In addition to the regular basis of grievances, a unit member may grieve an involuntary transfer that is alleged to be based on arbitrary, retaliatory, or capricious reasons.

Section F

- F. ~~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.~~ G. When it becomes

necessary for a unit member to transfer because of changes in enrollment or program, OHRD will give the transfer of the unit member priority in filling known vacancies.

Section G, priority Placement, subsection 2-5

2. In the event that all involuntary placements cannot be made at the ~~SYSTEMWIDE~~-systemwide meeting, placements will continue to be made by OHRD and the ~~OSSWB OTLS~~, in consultation with MCEA. Appropriate notices of any continuing closed fields will be posted online on MCPS Careers by OHRD. The placement process in such fields shall continue until all such placements are completed.
3. Priority Placements/Assignments of MCEA bargaining unit members on the involuntary transfer list will be complete prior to:
 - a) any change of a part-time member to full-time
 - b) any change of a full-time member to part-time
 - c) assignment of any new hire is assigned
4. Involuntarily transferred MCEA bargaining unit members whose initial placement did not meet their preference criteria ~~are encouraged to~~ may participate in the Voluntary Transfer Process.
5. In vacancies at Title I or Focus Schools, as well as secondary schools with a FARMS rate of 40% or higher, MCPS will make every effort during the involuntary transfers process to limit the placement of:
 - a) Non-tenured teachers; and
6. Educators who have been identified as requiring more assistance through an Improvement Plan, did not meet standard in their most recent formal evaluation, or are currently participating in the PAR Program

Section I, MCPS Careers

- I. ~~J. An article will appear in~~ MCPS Careers will publish an article in late in February regarding the procedure used to reassign unit members being involuntarily transferred and returning from leave. Information also will be presented in MCPS Careers regarding the procedure for retirement.

Section K, Right of Return

K. Unit members ~~who might need to be~~ who are involuntarily transferred will have the option to be reassigned return to their 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 to be reassigned to the original school if an assignment has already been made to another position.~~

Section L, Involuntary Transfers After Designated Transfer Season

L. ~~No changes will be made if the vacancy occurs after July 20, unless the two (2) participating community superintendents, principals, and the teacher agree to the change.~~ Involuntary Transfers After Designated Transfer Season

1. Every effort will be made to avoid involuntary transfers after the designated transfer season.
2. In the event enrollment data necessitates the reallocation of unit members after the designated transfer season, in addition to the procedure described in Paragraphs B, D, and K, above, the following procedures shall apply:
 - a) The notice of the involuntary transfer will be shared within three (3) business days by the supervisor by MCPS email and, if possible, in person. If the decision is made outside of a unit member's work year, additional notification shall be provided via contact information provided on the summer contact form.
 - b) If the involuntary transfer occurs after the start of the school year, unit members transferring to a new worksite shall
 - i. be given three (3) duty days to receive any necessary professional development, to meet with administration at the new worksite, and for planning time to prepare for instruction. One (1) full day of the three (3) days will be an uninterrupted day for individual planning; and
 - ii. receive ten (10) duty days' notice prior to the start of their new assignment. The transferring unit member may agree with the new worksite supervisor to begin the new assignment in less than 10 (ten) days. The ten (10) duty days shall include the three (3) days referenced in M.2.e.

3. Unit members who involuntarily transfer will have a right of first refusal to return to the original assignment at the start of the next school year if there is an available position for them and they wish to do so.
4. Unit members who are in their first year, are transferred after transfer season, and are not given the opportunity to return to their original assignment shall be able to participate in the voluntary transfer process for the following school year.
5. Unit members in an evaluation year who are transferred to new worksites mid-year shall have their final evaluation completed by their new worksite supervisor. The new worksite supervisor shall coordinate with the original worksite supervisor to share the results of any observations completed prior to the transfer to the new worksite and shall incorporate feedback from the original worksite supervisor in the evaluation.

Section M, Innovative School Year Unit Members

M. Innovative School Year Unit Members

1. Unit members currently assigned to schools with an innovative school year calendar will have the option of opting out of that school assignment for the following year, should the innovative calendar be continuing at this location in the subsequent school year.
2. Requests by non-tenured teachers who wish to transfer from innovative school year calendar schools will be evaluated on a case-by-case basis.
3. Staff who choose to opt out will be considered involuntary transfers and will be given priority placement status pursuant to this Article, provided they notify MCPS in writing by the second Friday in February.
4. Educators may rescind this request at any point, provided their current position at the school is open.

Article 27: Transfers from Schools That Are Closing

Section D

In filling any vacancies in a receiving school, the principal will consider the following significant factors: certification, length of ~~service in MCPS~~ service as defined in Article 7 A.7, area(s) of competence, major or minor field of study, and whether the unit member would follow the students to the receiving school. Where more than one applicant is acceptable to the principal, the opportunity to follow students to the receiving school will receive additional consideration.

Section E, School-based Unit Members in Positions Working Other than 10-Month or 12-Month Schedules, subsection 2-3

2. Such vacancies in all schools will be filled on an acting basis, unless filled by a person already in the job class or in the “pool” described below.
3. Any unit member who has satisfactory evaluations and is ~~in such a position~~ in a closed school or who is involuntarily transferred as a result of the phased closing of a school will become priority placements, ~~placed in a “pool.”~~ As future openings in the job class occur, the principal ~~having the~~ with the opening must consider persons from the “pool,” leave returnees who have been in that job class, or voluntary transfers currently in that job class.

Section E, School-based Unit Members in Positions Working Other than 10-Month or 12-Month Schedules, subsection 5

5. Those positions being filled on an acting basis will be re-advertised yearly and filled by someone from the “pool,” a leave returnee, or a voluntary transferee. This process will continue until all members of the “pool” have been assigned. Requests to extend an acting assignment beyond one year must be approved by the deputy superintendent.

Section E, School-based Unit Members in Positions Working Other than 10-Month or 12-Month Schedules, subsection 8-10

8. Applicants may request and will receive from the Department of Human Capital Management an explanation of why they were not selected for the position.

9. If a unit member in the “pool” ~~or currently holding such a position~~, refuses to be interviewed or turns down a position that is offered, they will no longer be considered in the “pool.”

10. Any unit member ~~in such a position~~, whose school is closing and is not assigned by the date the school is closed; ~~will be guaranteed their “normal” paid duty days for that summer and will have the option of receiving their salary differential for one year only while in the “pool,” or electing not to receive the differential and being allowed to accept the sponsorship of stipended activities. work and be paid for their summer supplemental employment (SSE) hours for the summer immediately following the closing of the school, receive for one (1) year the supplement associated with their position at the closing school as described in Article 21, and receive the stipend associated with sponsoring an activity as described in Article 22.~~

Section F, Voluntary Transfers from Closing Schools in Year(s) Prior to Actual Closing, 2-3

F. Voluntary Transfers from Closing Schools in Year(s) Prior to Actual Closing

1. Any unit member of a closing school who accepts another work assignment ~~is selected for a promotion would be allowed to shall~~ assume the new responsibilities.
2. Unit members of a closing school should be allowed to apply in the usual way for voluntary transfers. Principals and directors and OHRD should carefully screen transfer requests to ensure that the school maintains ~~an outstanding staff~~ adequate staffing levels in the years leading up to its closure. ~~Voluntary transfers will be permitted only under very carefully scrutinized conditions.~~
3. Requests for voluntary transfers out of receiving schools will be treated as all other voluntary transfer requests.

Article 31: Leaves

Section A, Definition,s subsection 3

3. Immediate Family—child, parent (natural, foster, step, or in-law), ~~brother, sister, sibling, spouse, domestic partner, husband, wife~~. In addition, anyone who lives regularly in the unit member’s household and anyone for whom the unit member has durable medical or personal representative power of attorney also shall be considered immediate family.

Section B, General Conditions, subsection 1, b)

b) Authorized leave under this article conforming to the FMLA definition of “serious health condition” shall be counted as FMLA leave, up to the maximum twelve (12) weeks in any 12-month period each year. Summer non-duty days and holidays do not count toward the (12) weeks of FMLA leave.

Section B, Subsection 2, Return from Leave, a) -i)

1. Return from Leave

- a) Upon return from leave, all pay and benefits will resume in the same manner and at the same levels as provided when the leave began and will be subject to any changes in benefit levels that may have taken place during the period of leave affecting the bargaining unit. MCPS will make every effort to return staff to work after having received the appropriate paperwork in a timely manner. If the processing of the return to work paperwork takes longer than seven (7) duty days, the unit member will have any leave used in excess of the 7th day restored or will be paid retroactively for any days in excess of the 7th day.
- b) When the leave is ~~of short duration and~~ not longer than sixty (60) consecutive duty days, a substitute may be employed, and the position shall be held for the return of the unit member. MCPS Form 430-1 for short-term leave is to be completed. A unit member who returns to their position in the 55th through 60th day and then is taken off duty again by their physician for the same illness or injury within the

subsequent ten (10) duty days will have their position held for no longer than an additional thirty (30) consecutive duty days, during which time a substitute may be employed.

- c) (No change)
- d) If leave is approved ~~granted~~ for personal illness, the unit member will be reinstated at the conclusion of their approved leave, providing a health certificate from the member's attending physician is submitted attesting to the unit member's physical fitness to perform their duties. If there is a dispute regarding a unit member's ability to return to work, when the unit member's physician and the school system's physician provide conflicting medical reports, then the dispute will be resolved by adding a third physician (cost to be split by both the employee and MCPS). Reassignment will not be made until the third opinion is received and a final determination is made as to fitness for duty. Reassignment will be made when there is a vacancy for which the unit member is qualified. Reassignment upon return from an approved FMLA leave will be to the unit member's original position held prior to leave, or to an equivalent position if the original position has been eliminated.
- e) Unit members returning from leave will fill out a Returning from Leave Preference for Reassignment form, supplied by and returned to the Employee and Retiree Service Center (ERSC). Unit members on long-term leaves of absence (with the exception of sick leave and workers' compensation leave) must notify ~~the Employee and Retiree Service Center~~ ERSC by March 1 of each year, indicating their intent (1) to return to work the following fall; (2) not to return to work and therefore to resign/retire; (3) not to return to work and to request extension of the leave of absence; or (4) desire to extend until April 1 official notice to MCPS of their intent. ~~The Employee and Retiree Service Center~~ ERSC will notify all unit members on leave of this deadline in early February each year. When unit members do not meet the deadline, they will be considered as having resigned.
- f) (No change)
- g) (No change)
- h) A 10-month school-based unit member who is scheduled to return from leave during the last three (3) weeks of the school year and who is not returned to their position, due to continuity of instruction concerns when such denial is allowed under the FMLA, shall have the option of working as a substitute teacher at their regular rate of pay during that period of time. The return from leave form will include information regarding this option. Returning educators whose positions have been vacated may be assigned as a permanent substitute in accordance with the "School Assignment" section of Article 10 of the Substitute Teacher Contract. The unit member may opt out of placement as a permanent substitute and may use paid (if eligible) or unpaid leave through the end of the year. Exercising this option will not diminish their right to return to their prior position at the beginning of the subsequent school year.
- i) A return-to-work date must be at least three (3) workdays prior to the Thanksgiving holiday and no less than four (4) ~~work days~~ workdays prior to the beginning of winter break or spring break.

Section B, General Conditions, subsection 4

4. The superintendent has the right to grant a leave of absence with ~~loss of substitute pay, with~~ or without pay to the unit member, or to deny leave for any other reason.

Section C, Sick Leave

Sick leave is a designated amount of compensated leave that is to be granted to a unit member who, through their own or an immediate family member's personal illness, injury, quarantine, pregnancy, miscarriage, or childbirth and recovery, is unable to perform the duties of their position. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on non-duty days. Sick leave may not be granted for the period of disability when monies are paid to the unit member under the Workers' Compensation Law, except as provided in Section E of this Article.

- 2. **Eligibility**—The provisions of sick leave apply to all unit members.
- 3. **Method of Computing Sick Leave**—Each full-time unit member shall accrue sick leave at the rate of one day per month of assigned responsibility. Regular part-time unit members shall accrue sick leave in proportion to the time worked. Unit members having an extended work year (Article 17, Section H) of five days or more or who work in an ISY school shall accrue sick leave for the extended work year proportionately, at the rate of one day of sick leave for each twenty (20) days of extended year.

4. **Accumulation of Sick Leave**—Unused sick leave is accumulated on an unlimited basis. Unused personal leave shall be added annually to the unused sick leave account.
5. **Advance of Sick Leave**—At the beginning of each school year, a unit member is advanced sick leave that will be earned during the school year. Sick leave in excess of the amount to be earned may be advanced by ~~the Employee and Retiree Service Center~~ ERSC. Unit members are liable for all advanced sick leave.
6. **Indebtedness of Advanced Sick Leave at Termination of Service**—A unit member who, on termination of service with ~~Montgomery County Public Schools~~ MCPS, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from their earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced sick leave not covered by their earned salary. 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.
7. **Disposition of Accumulated Sick Leave at Termination of Service**—At the time of their termination after five (5) years of MCPS service, any unit member shall receive termination pay at their current salary rate for one fifth (20%) of this accumulated sick leave. For an eligible unit member who retires or resigns effective July 1 of any year and who notifies ~~the Employee and Retiree Service Center~~ ERSC of such intent to retire or resign no later than April 1 of that year, the termination pay described in this paragraph shall be for thirty-five (35) percent of the unit member's accumulated sick leave.
8. **Procedure To Be Followed in Obtaining and Using Sick Leave**
 - a) (No change)
 - b) (No change)
 - c) ERSC may require a unit member to provide a ~~A~~ certificate by a physician confirming the necessity for a unit member's absence due to illness, injury, or quarantine ~~may be required by the director of employee services administration, Employee and Retiree Service Center,~~ if the unit member uses up to and including four (4) consecutive duty days.
9. ~~8-~~ **Leave for Illness in the Immediate Family (No change)**
10. ~~9-~~ **MCEA Sick Leave Bank (No change)**
11. ~~10-~~ **Family Crisis Leave Bank**
 - a) ~~The parties agree to the establishment of~~ MCPS shall maintain a Family Crisis Leave Bank to allow employees to assist immediate family members during serious illness/ injury situations when the employee has exhausted all available leave.
 - b) All rules and guidelines governing donations to; and uses of the family crisis leave bank shall be established by mutual consent of the parties.
 - c) Changes to the family crisis leave bank rules may be made by mutual agreement only.
 - d) ~~The Board agrees to provide two hundred (200) days of leave for initial seeding of the bank.~~

Section D, Leave Without Pay, Personal Illness, or Family Illness

D. Leave Without Pay, Personal Illness, or Family Illness

~~The Employee and Retiree Service Center~~ ERSC may grant a leave of absence without pay to a unit member when that unit member or a member of their immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one year. The leave without pay begins when the unit member has exhausted all available sick leave and sick leave bank options. Leave approved and verified with a doctor's certification on an FMLA leave request form, in accordance with the FMLA, may be taken for the first 12 weeks of the requested leave. Applications for leave must be submitted in writing to the appropriate supervisor and forwarded with their recommendation to the Leave Administration team in ~~the Employee and Retiree Service Center~~ ERSC for approval.

1. **Eligibility**—(No change)
2. **Benefits**—(No change)
3. **Tenure Status**
 - a) A unit member who is ~~on-tenured~~ at the time they are granted leave because of personal illness or illness in their immediate family shall remain ~~on-tenured~~.
 - b) A unit member who has been recommended for tenure at the time leave is granted shall ~~go on~~ become tenured at the time they return from leave and is reassigned.
 - c) A unit member who has a Regular Contract but is not ~~on-tenured~~, by entering into a written contractual agreement before being granted leave, shall waive their rights to have this period of leave considered

as probationary toward tenure. On returning from leave, the unit member shall retain the same probationary status as that held at the time this leave was granted.

Section F, Annual Leave, subsection 5, d)

- d) Each June unit members with at least five (5) years of experience with MCPS, who have accumulated at least two hundred eighty (280) hours of annual leave, will be permitted to “cash out” up to four (4) days of such annual leave and deposit the monetary value of the leave in an available 403(b) plan of the employee’s choice. Effective FY25 the number of days eligible for cash-out will be increased to five (5). All annual leave so deposited must be matched by the unit member’s payroll deduction of at least an equal amount of salary in the same fiscal year to a qualifying 403(b) and/or 457(b) plan.

Section F, Tenure on Return From Leave, subsection 7, ii

- ii. A unit member who has been recommended for tenure at the time academic leave is granted, shall ~~go on~~ be granted tenure at the time they resume service with ~~Montgomery County Public Schools~~ MCPS.

Section I, Child-Care/Adoption and Long-Term Family Leave, subsection 2, b)

- b) Any unit member who will become an adoptive parent or who wishes leave for the purpose of caring for a child up through the age of five (5) years, may be granted an unpaid leave of absence of up to one (1) full school year, with two (2) additional renewals for one school year each. In accordance with the FMLA, the initial period of up to twelve (12) weeks shall be treated as FMLA leave for the purpose of caring for their child, placement for adoption, or foster care. Granting of leave is not dependent upon FMLA leave availability; members are eligible for leave whether they have already used any portion of their FMLA leave prior to their child care/adoption leave.

Section I, Child-Care/Adoption and Long-Term Family Leave, subsection 2, d)

- d) A unit member who has available sick leave may use up to ten (10) weeks for the birth or adoption or foster care of their child. Such leave shall be contiguous to the birth or placement (adoption or foster care) or contiguous to such leave by the other parent. Unit members may elect not to use their available sick leave.

Section I, Child-Care/Adoption and Long-Term Family Leave, subsection 3, c)

- c) All applications for Long-term Family Leave must be submitted to ERSC ~~the Employee and Retiree Service Center~~ by July 15 of the year immediately prior to the leave.

Section K. - Leave for Family Bereavement

K. Leave for Family Bereavement

A unit member shall be allowed a maximum of five (5) days of absence without loss of salary upon the death of a child, parent (natural, foster, step, or in-law), ~~sibling, spouse, domestic partner~~ brother, sister, husband, wife, or of anyone who has lived regularly in their household. A unit member shall be allowed a maximum of two (2) duty days of absence without loss of salary upon the death of ~~a brother-in-law, sister-in-law, son-in-law, daughter-in-law~~ an in-law (other than a parent-in-law), grandparent, grandchild, spouse’s grandparent, or an individual for whom the unit member held durable medical or personal representative power of attorney at the time of death. In the event of unusual travel or personal obligations in connection with the use of bereavement leave, additional leave days may be granted by the ERSC Leave Administration team ~~in the Employee and Retiree Service Center~~. With approval from the Leave Administration team, one (1) or more of the allowed days may be used at a time that is not immediately proximate to the date of death for a burial or memorial service that occurs at a later date. Leave for family bereavement is not available for business purposes such as estate management or will review.

Section Q, Short-term Personal Leave

Q. Short-term Personal Leave

1. All unit members may be granted up to three (3) days per year for personal leave. A written request for the intended absence shall be submitted to the principal or appropriate official at least one (1) day prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Personal leave, if granted, must be used only to conduct personal business of a nature that cannot be scheduled on any non-duty day. Personal leave will be granted unless the immediate supervisor determines that adequate provisions for continuing the school program are insufficient. Favorable consideration will be given for advance notice and a confirmed substitute, provided an inordinate number of requests have not been submitted for the same date or testing requirements necessitate the presence of certificated staff. Reasonable opportunity for use of personal leave must be allowed. In cases of emergency, the appropriate school official shall be notified prior to the start of the duty day to be taken off.

2. The rules regarding personal leave shall be as follows:

- a) Requests for personal leave shall be made in writing.
- b) Leave immediately before or after a holiday, vacation, or professional development day may be requested with a reason from the school principal or appropriate official. It shall be the responsibility of the supervisor/administrator and the unit member to ensure continuity of the instructional program.
- c) Up to ~~two (2)~~ three (3) personal leave days may be carried over from year to year, i.e., personal leave may accrue to a maximum of ~~five (5)~~ six (6) days. The remainder of unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

3. Teachers in the Innovative School Year (ISY) calendar schools will be granted three (3) days of personal leave in addition to the personal leave granted in section 31.Q.1.above.

Article 33: Duration

Section A, Duration

- A. This Agreement shall be for the period beginning ~~February 23, 2021~~ July 1, 2023, and ending June 30, ~~2023-2027~~.

Section B, Reopeners

- B. The parties agree to limited negotiations related to Article 20, Salaries, Article 21, Supplements, Article 22 Stipends and other Compensation, and up to three (3) additional articles selected by each party during Fiscal Year 2025 (July 1, 2024 to June 30, 2025), the results of which will be implemented effective July 1, 2025 for the remainder of the contract.

**Substitute Teacher Agreement between
Montgomery County Education Association and Board of Education of Montgomery County, Rockville,
Maryland for July 1, 2023 and June 30, 2027**

Article 2 Definitions

This list of definitional terms contained in the Basic Agreement shall apply except as modified by the following:

- A. Unit—(No change)
- B. Negotiations Law—(No change)
- C. Long-term Substitute Position—~~A long-term substitute unit member is a substitute teacher who works a minimum of six (6) eleven (11) consecutive workdays in the same assignment for a regular classroom teacher who is on leave or a substitute teacher who fills a vacancy for a minimum of six (6) eleven (11) consecutive workdays in the same assignment. A substitute unit member will be considered a long-term substitute teacher~~

beginning on the 6th consecutive workday in the same assignment. Any break in service will end the long-term status except that a substitute unit member may be absent as specified in Article 8 of these Substitute Articles.

- D. ~~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.~~
- E. Short-term Substitute Position—A short-term substitute unit member is anyone who works ~~less~~ fewer than six (6) eleven (11) consecutive workdays in the same assignment on a day-to-day basis.

Article 3 Collaboration

- A. The Board of Education and MCEA substitute teachers will establish a committee of joint collaboration that will be a forum to identify and ~~problem solve problems~~ and concerns related to MCPS substitute teachers in a timely manner. The committee will promote collaboration between substitute teachers and the Board in developing, implementing, and evaluating solutions for continuous improvement for substitute teachers.
- B. Utilizing the collaboration process, this committee will meet at least bimonthly to address issues brought forward by the members, including issues related to this Agreement. The committee will ~~comprise~~ consist of five (5) members: two (2) substitute teachers, one (1) MCEA staff, and two (2) MCPS representatives. The committee will be co-chaired by a substitute teacher and an MCPS representative.

Article 4 Professional Development

- A. (No change)
- B. Substitute teachers will be offered an annual training day, i.e., seven (7) hours, (seven hours) or two (2) half-days, i.e., seven (7) hours total, (seven hours total) each year with full short-term pay. An employee enrolled by April 1 of the previous year must have worked at least fifteen (15) days, i.e. one hundred five (105) hours, the previous year to receive compensation. Substitutes who have not worked fifteen (15) days, i.e., one hundred five (105) hours, the previous year may participate without compensation if they choose. Substitutes hired after April 1 of the previous year will be eligible to participate with compensation.
- C. (No change)

Article 5 Schedules and Workload (No change)

Article 6 Working Conditions, Due Process

- A. Facilities
In order to permit freedom of access during a substitute assignment, a substitute will, as needed for their work, be provided access to the classroom, lounge, teachers' workrooms, restrooms, and through interior hallway gates. When available, keys will be provided.
- B. **Due Process**
No substitute teacher will be disciplined without proper cause. "Discipline" shall be defined as may including reprimand and warning notices and removal from any sub-substitute list. A principal shall inform the substitute teacher promptly after an incident or complaint leading to consideration of removal when the substitute teacher is being removed from the school's list; the principal shall inform the substitute teacher shall be informed of the reason(s) for considering removal and will have of the substitute teacher's right an opportunity to provide countervailing information before any removal decision is made. Principals shall adhere to any procedural requirements and guidance in any pertinent MCPS Regulation that addresses discipline of substitute teachers. (See Article 12 of the MCEA/ BOE Contract and MCPS Regulation GEF-RA (Substitute Teachers).)

Article 7 Salaries

- A. Rates of pay for substitutes for the term of this contract will increase annually on July 1 according to the following schedule:
1. Year 1: 6% increase for those with a Bachelor's Degree or Higher
 2. Year 2: 3% increase for all substitute categories
 3. Years 3 & 4: To be included in the reopener.

The daily and hourly rates of pay for substitute teachers are:

**** Updated Charts will be included*****

- B. (No change)
- C. (No change)
- D. (No change)
- E. (No change)
- F. If two (2) short-term substitute teachers arrive at school for the same regular classroom teacher, the substitute with the job number assigned by the ~~Central Substitute Assignment~~ Substitute Employee Management System (SEMS) will perform the absent educator's duties. The substitute who is not assigned to the absent classroom teacher's duties may opt to accept another open job at that worksite or decide not to work and, therefore, will receive no wages.
- G. A substitute who is obliged by ill-health or family emergency to cancel one or more assignments through the SEMS or by other means shall not be barred from further service as a substitute.
- H. (No change)
- I. (No change)
- J. Any substitute teacher who works a minimum of forty-five (45) days, i.e., three hundred fifteen (315) hours, during a semester shall receive a bonus of four hundred seventy-five dollars (\$475). ~~\$450~~ at the conclusion of the semester. Any substitute teacher who works a minimum of twenty-five (25) days, i.e., one hundred seventy-five (175), hours during a semester shall receive a bonus of two hundred seventy-five dollars (\$275). ~~\$250~~ at the conclusion of the semester. These bonuses shall not be additive.
- K. ~~J.~~ Priority consideration will be given to qualified substitutes applying for A-D Salary Schedule jobs

Article 8 Authorized Absences

- A. (No change)
- B. A long-term substitute may be absent without pay and without interruption of the long-term status for the following reasons:
1. (No change)
 2. A maximum of four (4) days of absence upon the death of a child, parent (natural, foster, step, or in-law), sibling, spouse, domestic partner, ~~brother, sister, husband, wife,~~ or anyone who has lived regularly in the unit member's household.
 3. A maximum of two (2) days of absence upon the death of a spouse of a sibling, spouse of a child, ~~brother-in-law, sister-in-law, daughter-in-law,~~ grandparent, grandchild, or spouse's grandparent.
 4. (No change)
 5. (No change)

Article 9 Supplement (No change)

Article 10 Permanent Substitutes

- A. Permanent Substitute Positions. MCPS will hire permanent substitute teachers who will be guaranteed, in writing, work for a full day for every planned student school day through the end of the first semester of each school year. Each selected permanent substitute teacher will be given the first opportunity to renew the

agreement to work for a full day for every planned student school day for the second semester of that school year.

B. Professional Development and Collaborative Planning.

1. Permanent substitute teachers who participate in professional development or collaborative planning on an early release or non-instructional day when the students are not present will be compensated for each hour worked.
2. MCPS and MCEA shall work together to identify professional development opportunities for program participants beyond the requirements found in Article 4 of the Substitute Teachers' Contract Agreement.
3. Professional development taken outside of regular duty hours that is required by MCPS of program participants shall be paid at the "Long-term >45 days in single assignment" hourly rate for their relevant salary category (Certificated, Noncertificated Bachelor's Degree or Higher, or Associate Degree). Professional development taken outside of regular duty hours that provides important content or skill enhancement, but is not required by MCPS, shall be paid at the rate of twenty dollars (\$20) per hour.

C. Eligibility. All current MCEA substitutes shall be eligible to apply for the permanent substitute program.

D. School Assignment-

1. The particular school to which the substitute teacher is assigned will be determined by MCPS based on its assessment of where the need is greatest, which may change from day-to-day. MCPS will make every effort to take into consideration the substitute teacher's preference for school assignment but reserves the discretion to assign the substitute as needed. MCPS will notify the substitute teacher regarding the school to which they are primarily assigned (i.e., their "home" school) and will provide a badge that allows the substitute teacher access to the building. Permanent substitutes will have the ability to choose opportunity to express their preference of elementary, middle, or high school as their "home" school. ~~whether their assigned "home" school is an elementary, middle, or high school.~~
2. When assigning permanent substitutes, preference will be given for the placement of permanent substitutes at a Highly Impacted School (as defined in Article 7 of the MCEA negotiated Agreement).

E. Compensation. Substitute teachers working in these positions will be treated for the duration of their participation in the program as if they were "Long-term >45 days in single assignment" substitutes in all respects, including as it relates to the Substitute Teachers' Contract Agreement, and will be paid at that rate for their relevant salary category (Certificated, Noncertificated Bachelor's Degree or Higher, or Associate Degree) from the date of their first assignment within the program.

F. Emergency Closures- A permanent substitute unit member will be compensated as if they had worked the entire day when schools are closed or delayed because of inclement weather or other emergency reasons.

G. Program Exit- A program participant who wishes to exit the program before the end of the first or second semester shall make every effort to notify OHRD at least ~~forty-eight (48) hours~~ two (2) duty days in advance of their intended last day in the program. A substitute who exits the program in good standing shall be eligible for other substitute work within MCPS and to re-apply for a permanent substitute position in the future. A substitute who exits the program before the end of the first or second semester shall no longer be eligible for the provisions of this Article if they continue to work as a non-permanent substitute.

Article 11- Duration

This Agreement shall be for the period beginning ~~February 23, 2021,~~ July 1, 2023 and ending June 30, ~~2022~~ 2027. The parties agree to limited negotiations related to Article 7, Salaries for Fiscal Years 2026 and 2027 during Fiscal Year 2025 (July 1, 2024 to June 30, 2025), the results of which will be implemented effective July 1, 2025 and July 1, 2026, respectively. ~~during the FY21 of this agreement, the results of which will apply to the second year of this agreement. The reopener shall commence on February 1, 2021 and shall be addressed in an expedited fashion.~~

**Home and Hospital Teachers Agreement between
Montgomery County Education Association and Board of Education of Montgomery County,
Rockville,
Maryland for July 1, 2023 and June 30, 2027**

Article 6 Compensation

A. Hourly rates of pay for home and hospital teachers for the term of this contract ~~are as follows~~ will increase annually on July 1 according to the following schedule:

1. Year 1 (July 1, 2023): 6% increase
2. Year 2 (July 1, 2024): 3% increase
3. Years 3 & 4: To be included in the reopener.

** Updated Charts will be included***

Article 8 Duration

This Agreement shall be for the period beginning July 1, 2023, and ending June 30, 2027. ~~February 23, 2021, and ending June 30, 2022.~~ The parties agree to limited negotiations related to Article 6, Salaries during the FY21 of this agreement, the results of which will apply to the second year of this agreement. ~~The reopener shall commence on February 1, 2021 and shall be addressed in an expedited fashion.~~ The parties agree to limited negotiations related to Article 6, Compensation, for Fiscal Years 2026 and 2027 during Fiscal Year 2025 (July 1, 2024 to June 30, 2025), the results of which will be implemented effective July 1, 2025 and July 1, 2026, respectively.