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Agreement between
**Montgomery County
Education Association**
and
**Board of Education
of Montgomery County**
Rockville, Maryland
for the
School Years 1990-1992

MCEA



6/92

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PREAMBLE

The Board of Education of Montgomery County and the Montgomery County Education Association recognize that the development of a quality educational program for the children of Montgomery County, Maryland, is a joint responsibility which can be best achieved by agreement that both parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of both parties are necessary to reach the educational needs of the community.

To this end we wish to dedicate this Agreement and we mutually pledge to follow it with patience, understanding, and good will.

DEFINITIONS

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

1. **Board** - The Board of Education of Montgomery County.
2. **Association** - The Montgomery County Education Association, or MCEA.
3. **Unit** -
 - A. This unit shall include all full-time and part-time employees occupying positions listed in Appendix E of this Agreement, and all other similarly situated positions now and in the future excluding:
 - (1) the positions of superintendent, and those persons designated by the Board of Education to act in a negotiations capacity pursuant to the public school laws; and,
 - (2) employees denominated or functioning as directors and assistant directors, supervisors and assistant supervisors, administrative assistants, coordinators, principals and assistant principals, administrative interns and elementary principal trainees, and all other similarly situated positions now and in the future.
 - B. When the Board of Education wishes to move positions into the MCEA unit or out of the MCEA unit, such movement shall be subject to negotiations between the parties.
4. **Unit Member** - Any employee of the board of Education who is a member of the unit, including substitutes.
5. **Superintendent** - The superintendent of the Montgomery County Public Schools or his/her designee.

6. **Negotiations Law** - Section 6-408 of The Annotated Code of the Public General Laws of Maryland, Education [Volume].
7. **Seniority** - The length of a unit member's continuous service in the Montgomery County Public Schools from the effective date of the unit member's most recent employment.
 - A. Seniority is not interrupted by leave (either paid or unpaid) or by service in MCPS outside the bargaining unit.
 - B. Accrual of seniority
 - (1) Unit members on active service and those on paid leave shall continue to accrue seniority.
 - (2) Unit members on active service or on paid leave who are laid off shall continue to accrue seniority as long as they are eligible for recall. Unit members who are laid off while on unpaid leave shall not accrue seniority, but their seniority shall not be interrupted as long as they are eligible for recall.
 - C. Where unit members have identical employment dates, the dates they signed their individual employment contracts shall be determinative of seniority. If two or more unit members have the same date of signature, seniority shall be permanently determined by chance.
 - D. Employment during the time a unit member's certificate is classified as Class II will not count toward seniority.
8. **Hourly Rate** - The hourly rate of pay shall be computed by dividing the daily rate of pay by eight (8) hours.
9. **Daily Rate (per diem)** - The daily rate of pay shall be computed as follows:
 - A. For all 12-month unit members -- unit member's annual salary divided by 261 or 260, depending on the Gregorian calendar.
 - B. For 10-month unit members -- the number of weekdays from the first to the last day of the regular teacher work year.
10. **Temporary Employees** -
 - A. A temporary employee is one employed in a temporary non-continuing assignment in order to meet the needs of Montgomery County Public Schools. A temporary employee is normally not employed for a period exceeding six (6) months.

- B. If a temporary employee serves in this same assignment in excess of 700 hours in a school year, a position shall be included in the superintendent's next yearly budget request to cover that assignment.
- C. An employee in a temporary assignment for which a position has been approved shall be employed on a regular contract and assigned to that position. After the position becomes permanent, the incumbent shall be entitled to the same benefits and protection as all other unit members in permanent positions in the bargaining unit.

SCHOOL BOARD AUTHORITY

The Association recognizes that, subject to the provisions of this Agreement, the Board of Education and the superintendent of schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibility to control, supervise, and manage the Montgomery County Public Schools under applicable law, rules, and procedures.

ARTICLE 1 RECOGNITION

- A. The Board recognizes the Association for purposes of negotiation as the exclusive negotiating agent for all unit members with regard to all matters relating to salary, wages, hours, and other working conditions.
- B. The Association recognizes the Board as the legally constituted body required by the State of Maryland, providing that the Board of Education of Montgomery County shall perform the functions of county boards of education as provided by state law and shall have power to adopt bylaws for regulation and administration of schools within the county not inconsistent with state law and not in violation of the current negotiated Agreement.
- C. The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in all the relations necessary in the administration of this Agreement.
- D. The Board of Education of Montgomery County shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement unless there is a substantial business or professional reason for so doing.

In addition, if the Board is contemplating subcontracting any bargaining unit work, the Association shall be given sufficient advance notice of such plans so that they shall have ample opportunity to meet with the Board before such a decision is put into effect.

ARTICLE 2 NEGOTIATION PROCEDURE

- A. During the month of September of each year that the Association is recognized, the parties will meet to establish negotiation procedures. Such procedures shall include, but not be limited to: meeting dates and times, locations, limitation on the number of team members, consultants, and/or observers, tentative Agreement procedures, expense sharing of third party neutrals, and the identification of a chief spokesperson for team members.
- B. The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties either jointly or independently. Every effort will be made to provide full information to the public with the exception that, in order to maintain the integrity of the negotiations process, the specific content of any given proposal or counter proposal will not be divulged.
- C. This Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.
- D. The Board of Education will not select unit members covered by this Agreement for its negotiating team nor will it select unit members covered by this Agreement to be in its negotiations group.

ARTICLE 3 GRIEVANCE PROCEDURE

A. Definitions

- 1. A grievance is hereby defined to mean a dispute concerning the meaning, interpretation, or application of any of the provisions of this Agreement except where this Agreement states otherwise.
- 2. A grievant is the person or persons making the claim.
- 3. A party in interest is the person or persons making the claim and any person who might be required to take action, or the person or persons against whom action might be taken in order to resolve the claim.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may occur in the administration of the Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate member of the administration. Such grievance may be adjusted without intervention of the Association, providing that the adjustment is not inconsistent with the terms of this Agreement.
3. The Association can grieve on matters with respect to the general application of any clause in the Agreement to the unit as a whole or with respect to association rights and privileges as set forth in Article 18.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the superintendent and the Association and shall be stated in writing. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the parties shall attempt to process such grievance prior to the end of the school year.
2. No grievance shall be initiated more than fifteen (15) duty days after the cause thereof has occurred or been discovered.
3. The grievant may be represented by himself/herself at the informal level and Level one or may request that MCEA be his/her representative. The grievant shall be represented by an MCEA representative at Level two and above.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the superintendent and the Association, and will be given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Grievance meetings and/or hearings shall normally be scheduled before or after the unit member's duty day unless otherwise agreed to by the parties.
6. When it is necessary for a party in interest to attend a grievance hearing during the school day, the Association will assume one-half the cost of a substitute if one is employed.

D. Informal Process

A unit member with a grievance will first discuss it with his/her principal or immediate supervisor. The objective of this first meeting will be the informal resolution of the matter. An Association representative may be present at this informal level of the procedure and if chosen as his/her representative under Article 3, Section C.3, shall represent the grievant.

E. Formal Process

1. Level One

If the grievance cannot be resolved informally, the grievant will be required to present to the principal or other appropriate official his/her grievance in writing on the proper form within fifteen (15) duty days after the cause thereof has occurred or been discovered. If the grievance is not presented within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. The principal shall have five (5) school days to respond.

2. Level Two

If the aggrieved person is not satisfied with the written disposition of his/her grievance at Level One, he/she may file the grievance in writing with the Association within ten (10) school days after the grievance was presented. Within five (5) school days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the area associate superintendent or other appropriate director if the Association determines that the grievance is meritorious. If the grievance is not referred to the area associate superintendent or other appropriate director 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 appropriate director other official shall have seven (7) duty days to respond.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may again file the written grievance with the Association within five (5) school days after a decision by the aforesaid director or ten (10) school days after the grievance was referred to the aforesaid director. Within five (5) school days after receiving written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the superintendent if the Association determines that the grievance is meritorious. If the grievance is not referred to the superintendent within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. Within seven (7) duty days after receiving the written grievance from the Association, the superintendent will meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall render a decision in writing within five (5) duty days of the meeting held with the aggrieved person.

4. Level Four

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within five (5) school days after a decision by the superintendent request in writing that the Association

submit his/her grievance to arbitration. If the grievance is not submitted to arbitration within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. If any question arises as to whether a grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will be ruled upon by the arbitrator before hearing the case.

- (b) Within ten (10) school days after such a written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.
- (c) The arbitrator so selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue his/her decision not later than ten (10) days from the date of the close of hearings, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her. The arbitrator's recommendations will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without authority to make any recommendation beyond the terms of this Agreement. The recommendation of the arbitrator shall be binding upon both parties.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other expenses will be paid by the party incurring them.

F. Miscellaneous

- 1. No reprisals of any kind shall be taken by any party to this Agreement against any party in interest or any grievant.
- 2. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 3. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Association.
- 4. The grievant shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held. When a unit member is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

5. The Association may submit any intended class action grievance to the superintendent or designee and the superintendent shall rule within five (5) duty days if any other administrator has the authority to resolve the grievance. If no other administrator has the authority to resolve the grievance, the superintendent or designee shall within ten (10) duty days from the initial submission of the grievance respond or the Association shall be free to seek arbitration of the grievance.

G. Administrative Complaint Procedure

The administrative complaint procedure currently in use to process and resolve unit member complaints pertaining to matters not covered by this Agreement shall be continued.

ARTICLE 4

MCEA-ADMINISTRATION LIAISON COMMITTEE

- A.
 1. The Association shall have a liaison committee in each building or any other unit responsible to a principal or appropriate supervisor, the purpose of which shall be to foster discussions on matters of interest and concern.
 2. The principal or appropriate supervisor will allow a reasonable amount of time for the staff to meet and select the members of the liaison committee.
 3. The principal or appropriate administrator will meet with the liaison committee at least monthly to discuss matters of concern. These liaison committee meetings with the principal or appropriate administrator shall be held on a regularly scheduled basis before or after the student day.
 4. The liaison committee and the principal may submit, no later than two (2) days before each meeting, appropriate items to be included on the agenda for such meeting.
- B. The Board of Education and the superintendent agree to meet with the Association's Board of Directors at mutually agreed upon times to discuss matters of interest and concern. The Association Board of Directors will submit items to be included on the agenda five (5) working days prior to the meeting.
- C. The Association's Board of Directors will meet with the superintendent at least once a month during the term of this Agreement to review and discuss matters of mutual concern and the administration of this Agreement.

ARTICLE 5

SALARIES AND STIPENDS FOR EXTRACURRICULAR ACTIVITIES PROGRAM

- A. Resource teachers and resource counselors will have their regular scheduled salary in Grades A-D increased \$2,400 for a department of 4 to 9 teachers, \$3,000 for a department of 10 to 14 teachers, and \$3,850 for a department of 15 or more teachers.
- B. Athletic Directors - Senior high school athletic directors who are responsible for athletic departments of 15 or more coaches will have their regular scheduled salary on Grades A-D increased \$3,850.
- C. Teacher Specialists - All professional personnel on the professional salary schedule grades A-D who are assigned as area and central office teacher specialists will have their regular scheduled salary increased \$2,150. This section does not apply to teacher specialists covered in Section E.

Effective July 1, 1991, \$150 will be added to each category in Sections A., B., and C.

- D. Unit members assigned under Sections A., B., and C. of this article shall not:
 - 1. Have guaranteed tenure in the position
 - 2. Be eligible for appointment to any of the extracurricular compensated activities
- E. Any teacher being paid a supplement for resource teacher or resource counselor responsibility who is selected for a rotating central office teacher specialist position, or pupil personnel intern will be permitted to retain the supplement during the period of time he/she serves in the capacity of central office teacher specialist, or pupil personnel intern.
- F. One-session kindergarten teachers will work four hours and ten minutes each duty day at their schools and will be paid 60 percent of their appropriate salary placement.

STIPENDS FOR EXTRACURRICULAR ACTIVITIES PROGRAM

- G. **General**
 - 1. It is the intention of the Montgomery County Public Schools to provide instruction and supervision by fully qualified sponsors in a variety of extracurricular activities for students, subject to available funds. This program shall be voluntary except for unit members covered in Section K. of this article. It is also the intention of MCPS to utilize unit members as sponsors of activities and sports; however, if unit members are not available, nonunit members may be utilized to sponsor an activity or coach a sport. The supplementary pay schedule identifies certain stipend-compensated activities. This does not mean that because an activity is listed for a stipend payment that all schools will participate or take steps to participate in all activities. The following conditions must be met before any activity is implemented: (1) the need for it has been established in advance by the principal and the staff; (2) the activity is assigned in addition to the regular

teaching responsibility; and (3) it is an activity recommended by the principal and approved by the area associate superintendent.

2. The principal shall be responsible for the conduct of the entire extracurricular program within his/her school. Whenever any of the activities being conducted do not continue to meet the requirements of the school as determined by the principal, such activities shall be discontinued in that school.
3. The principal in each school shall be responsible for the development of the organizational structure required to carry out the approved activities.
4. The principal is responsible for making the selection of unit members to any of the approved compensated activities subject to the approval of the area associate superintendent.
5. If a unit member's services in the compensated activity have been satisfactory to the principal, the unit member shall be given first preference for appointment by the principal to the compensated activity if that unit member makes known to the principal a desire to continue.
6. The principal is responsible for posting a notice of sponsor vacancies for each of the activities to be conducted in the school. Qualified unit members who work in the same building for which a stipend vacancy is posted shall be given first consideration. Posting vacancies outside of the local school may take place but is not required. This notice shall fully explain the requirements for the appointment to the position, the general duties of the position, and the stipend to be paid. The principal need not post a vacancy notice if he/she has selected the satisfactorily evaluated incumbent.
7. Principals will attempt to notify all school-based unit members in writing of their stipend assignments before they return to school in August.
8. In the event that changes in such assignments are necessary after the beginning of the school year, affected unit members will be notified promptly in writing.
9. Any teacher accepting the sponsorship of a stipend activity must be assigned a full teaching load.
10. Principals will annually evaluate the performance of all sponsors in the approved extracurricular activity program. Sponsors of stipend-compensated activities will notify the principal in writing that the activity has been completed within five (5) working days after the completion of the activity. The principal will evaluate the performance of all sponsors in the approved extracurricular activity program within thirty (30) working days following the receipt of the written notification that the activity has been completed. There shall be no tenure associated with any compensated activities.

11. The principal shall make every effort to select a different unit member for each stipend activity.
12. Unit members currently sponsoring more than one activity, or coaching more than one sport, should be given first preference to continue performing the one activity or sport of his/her choice if the principal determines that the service has been satisfactory. The principal shall make every effort to select a different unit member for each activity. A unit member, however, may be eligible for assignment to more than one stipend-compensated activity, provided the activities do not conflict with the normal responsibilities of another stipend-compensated activity or the normal teaching duties and provided that the principal has posted the notice of the vacancy and no qualified unit member has volunteered for the activity.
13. Stipend activities may be divided by more than one unit member if, after consultation with the principal, the unit members involved are in agreement.
14. A unit member who does not fulfill the requirements for which a stipend is to be paid must forfeit that portion of the stipend which has not been earned. The determination will be made by the principal and the amount to be forfeited will be based upon the established hourly rate for the stipend program.

H. **Classification I (\$12.75 per hour)** - Since many of the elementary and secondary schools of Montgomery County have varying emphases in their programs, limited funds are budgeted for a variety of activities involving working with students which are not included in the other classifications for which a set stipend has been assigned. Activities the school will conduct in this classification must be defined in a job description which will include the time frame anticipated for the activity. The principal in approving the activity and selecting the sponsor will authorize the hours to be paid, which must be in excess of 24 hours but not to exceed 100 hours for each activity. Plans for activities in this class shall be forwarded for approval to the area associate superintendent along with the plans for activities in all other classes.

I. **Classification I-A, Intramural (Co-Ed) Senior High School (\$1,594-1,913)** - Since many of the senior high schools have varying emphases in their intramural programs, a variable stipend is offered under Classification I-A as follows:

100 hours to 125 hours	\$1,594 stipend
126 hours to 150 hours	\$1,913 stipend

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

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

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

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

- K. **Classification II (\$65.00)** - Teachers participating in the outdoor education programs at one of the outdoor education facilities utilized by Montgomery County Public Schools shall be compensated by a stipend on a per diem basis. The stipends should be made available to classroom teachers accompanying the classes and other professional staff members of the Montgomery County Public Schools on schedules A-D who are utilized as educational specialists. Effective July 1, 1990, the amount of the stipend shall be \$65.00 for each overnight stay at one of the outdoor education facilities. Effective July 1, 1991, the amount of the stipend shall be \$70.00 for each overnight stay at one of the outdoor education facilities.
- L. **Ineligible Personnel** - Resource teachers, resource counselors, athletic directors, and personnel on salary grade E are not eligible for payment of a stipend.
- M. **Football Coaches** - Football coaches will be expected to participate in the preseason workshop and practice. Per diem salary will be paid to football coaches who work the scheduled days prior to the first day worked for regularly scheduled 10-month teachers.
- N. **Newspaper Sponsor - Senior High School** - The sponsor will teach five classes including a class in Journalism II. If the school schedules the staff of the school newspaper to be assigned to the newspaper on a regular basis for a course in Journalism II in which the skills of Journalism I are extended in a planned instructional program, and the production of the school newspaper is not the primary activity or objective, this practice will be permitted and the newspaper sponsor will receive the stipend.
- O. **Payment to Unit Members Selected for Stipend-Compensated Activities**
 - 1. Payment of stipend activities will be made by the Division of Payroll after receipt of the certified pay vouchers as follows:
 - a) Activities taking place in the fall - December
 - b) Activities taking place in the winter - March
 - c) Activities taking place in spring - after June 30
 - d) **Year-round activities**-to be divided into three equal parts and payments to be made in December, March, and after June 30.
 - 2. A unit member accepting a stipend-compensated activity must complete his/her responsibilities before payment will be authorized. Termination of the assignment before the activity is completed will automatically forfeit the unpaid portion of the stipend. Principals are responsible for prompt notification to the Division of Employment Standards of any unit member terminating his/her stipend activity.

3. Compensation received for a stipend shall not be subject to withholding for retirement or insurance and shall not be considered as salary for the purpose of computing annuities pursuant to the Maryland Teachers' Retirement Act and the Board of Education of Montgomery County Life Insurance Program. Federal and state withholding taxes and social security deduction will be withheld.

- P. Effective July 1, 1990, the hourly rate for the stipend program will be \$12.75 per hour. Effective July 1, 1991, the hourly rate for the stipend program will be \$13.75 per hour.

Extracurricular Activity	School Level	FY91 Stipend	FY92 Stipend
NONATHLETIC STIPENDS			
Band/Orchestra Director	Mid-Level	\$1,275 to \$1,785	\$1,375 to \$1,925
Band/Orchestra Director	Senior High	\$2,550 to \$4,463	\$2,750 to \$4,813
Choral Director	Mid-Level	\$1,275	\$1,375
Choral Director	Senior High	\$3,825	\$4,125
Debate Coach	Senior High	\$2,869	\$3,094
Drama Director	Mid-Level	\$3,392	\$3,658
Drama Director	Senior High	\$4,297	\$4,634
Employee Wellness	All Schools	\$625	\$674
Enrichment Activities	Elementary	\$319	\$344
Flag/Majorette and/or Rifle Team Sponsor	Senior High	\$1,275 to \$2,550	\$1,375 to \$2,750
Forensics Coach	Senior High	\$2,869	\$3,094
Marching Band Pre-Season	Senior High	\$1,020 to \$1,275	\$1,100 to \$1,375
Math Team Coach	Mid-Level	\$1,211	\$1,306
Mathletes	Senior High	\$1,492	\$1,609
Mock Trial Program	Senior High	\$1,148	\$1,238
Newspaper Advisor	Mid-Level	\$1,275	\$1,375
Newspaper Advisor	Senior High	\$2,869	\$3,094
Safety Patrol	Elementary	\$803	\$866
Senior Class Advisor	Senior High	\$3,188	\$3,438
SGA	Mid-Level	\$2,423	\$2,613
SGA	Senior High	\$3,188	\$3,438
Stage Director	Senior High	\$4,246	\$4,579
Yearbook Advisor	Senior High	\$2,869	\$3,094

ATHLETIC STIPENDS (Mid-Level)

Athletic/Intramural Coordinator	Mid-Level	\$2,843	\$3,066
Basketball Scorer (B & G)	Mid-Level	\$255	\$275
Basketball Timer (B & G)	Mid-Level	\$255	\$275
Basketball (Boys)	Mid-Level	\$1,721	\$1,856
Basketball (Girls)	Mid-Level	\$1,721	\$1,856
Cheerleader	Mid-Level	\$1,658	\$1,788
Cheerleader	Junior	\$0	\$0
Cross Country (Coed)	Mid-Level	\$1,696	\$1,829
Golf	Mid-Level	\$905	\$976
Gymnastics Club (Coed)	Mid-Level	\$0	\$0
Intramural Director (3 intermediate, 5 middle)	Mid-Level	\$765	\$825
Pompon	Mid-Level	\$1,505	\$1,623
Pompon	Inter./Jr.	\$0	\$0
Soccer (Boys)	Mid-Level	\$1,849	\$1,994
Soccer (Girls)	Mid-Level	\$1,849	\$1,994
Softball (Boys)	Mid-Level	\$1,619	\$1,746
Softball (Girls)	Mid-Level	\$1,619	\$1,746
Tennis (Coed)	Mid-Level	\$1,364	\$1,471
Track (Boys)	Mid-Level	\$1,836	\$1,980
Track (Girls)	Mid-Level	\$1,836	\$1,980
Track, Asst. Coach (Coed) (teams of more than 40)	Mid-Level	\$1,709	\$1,843
Volleyball (Coed)	Mid-Level	\$1,364	\$1,471

ATHLETIC STIPENDS (Senior High)

Assistant Athletic Director	Senior High	\$3,506	\$3,781
Night Game Manager	Senior High	\$689	\$743
First Aid Assistant	Senior High	\$1,275	\$1,375
Championship Game Participation	Senior High	\$217	\$234
Baseball Junior Varsity	Senior High	\$2,678	\$2,888
Baseball Varsity	Senior High	\$4,514	\$4,868
Basketball Ticket Manager	Senior High	\$995	\$1,073
Basketball Scorer (Boys 9th)	Senior High	\$179	\$193
Basketball Scorer (Girls 9th)	Senior High	\$179	\$193
Basketball Scorer (Boys)	Senior High	\$536	\$578
Basketball Scorer (Girls)	Senior High	\$536	\$578
Basketball Timer (Boys 9th)	Senior High	\$179	\$193
Basketball Timer (Girls 9th)	Senior High	\$179	\$193
Basketball Timer (Boys)	Senior High	\$536	\$578
Basketball Timer (Girls)	Senior High	\$536	\$578
Ninth Grade Basketball (Boys)	Senior High	\$1,823	\$1,966
Ninth Grade Basketball (Girls)	Senior High	\$1,823	\$1,966
Basketball (Boys) Jun. Varsity	Senior High	\$4,144	\$4,469
Basketball (Boys) Varsity	Senior High	\$4,514	\$4,868
Basketball (Girls) Jun. Varsity	Senior High	\$4,144	\$4,469

Basketball (Girls) Varsity	Senior High	\$4,514	\$4,868
Junior Varsity Cheerleader	Senior High	\$2,882	\$3,108
Varsity Cheerleader	Senior High	\$3,481	\$3,754
Cross Country (Coed)	Senior High	\$3,226	\$3,479
Field Hockey Jun. Varsity	Senior High	\$2,180	\$2,351
Field Hockey Varsity (Girls)	Senior High	\$2,971	\$3,204
Football Ticket Manager	Senior High	\$854	\$921
Football - 4 assistants	Senior High	\$3,965	\$4,276
Football - 1 Head Coach	Senior High	\$4,616	\$4,978
Golf (Coed)	Senior High	\$1,785	\$1,925
Gymnastics Club (Boys)	Senior High	\$0	\$0
Gymnastics Club (Girls)	Senior High	\$2,639	\$2,846
Indoor Track (Coed)	Senior High	\$3,277	\$3,534
Intramural & Weight Training Director (Coed)	Senior High	\$1,275	\$1,375
		to	to
		\$1,913	\$2,063
Pompon	Senior High	\$2,295	\$2,475
Soccer (Boys) Jun. Varsity	Senior High	\$2,716	\$2,929
Soccer (Boys) Varsity	Senior High	\$3,290	\$3,548
Soccer (Girls) Jun. Varsity	Senior High	\$2,512	\$2,709
Soccer (Girls) Varsity	Senior High	\$3,111	\$3,355
Softball (Girls) Jun. Varsity	Senior High	\$2,678	\$2,888
Softball (Girls) Varsity	Senior High	\$4,424	\$4,771
Swimming and Diving	Senior High	\$2,576	\$2,778
Divisional Diving Coach - County	Senior High	\$1,466	\$1,581
Tennis (Boys)	Senior High	\$2,767	\$2,984
Tennis (Girls)	Senior High	\$2,423	\$2,613
Track Assistant (Coed) (2 per school)	Senior High	\$3,239	\$3,493
Track Head Coach (Coed)	Senior High	\$3,481	\$3,754
Pole Vault Coach - County	Senior High	\$1,849	\$1,994
Volleyball (Boys) Varsity	Senior High	\$2,372	\$2,558
Volleyball (Coed) Jun. Varsity	Senior High	\$0	\$0
Volleyball (Coed) Varsity	Senior High	\$2,372	\$2,558
Volleyball (Girls) Jun. Varsity	Senior High	\$2,435	\$2,626
Volleyball (Girls) Varsity	Senior High	\$2,882	\$3,108
Wrestling Junior Varsity	Senior High	\$3,443	\$3,713
Wrestling Varsity	Senior High	\$4,552	\$4,909

Montgomery County Public Schools
TEACHER/OTHER PROFESSIONAL POSITIONS
 Effective first pay period containing 7/1/90

Grade STEP	A	10-Month C	D	12-Month E
	BA	MA/MAEQ	MA+30	
1	26,945	29,177	29,990	\$35,988
2	27,229	29,431	30,779	36,935
3	27,514	29,685	31,571	37,885
4	27,800	31,336	33,219	39,863
5	29,215	32,981	34,864	41,837
6	30,628	34,636	36,517	43,821
7	*32,040	36,278	38,168	45,802
8	33,458	37,926	39,812	47,775
9	34,868	*39,581	41,460	49,752
10	36,280	41,230	43,111	51,734
11		42,878	*44,762	53,715
12		44,524	46,412	55,695
13		46,178	48,061	57,674
14		47,825	49,707	59,649
15		48,782	50,700	60,840
16		50,056	51,973	62,368
17		51,331	53,248	63,898
18		52,605	54,523	65,428

* Maximum entrance step

Montgomery County Public Schools
TEACHER SALARY SCHEDULE

First Year, Second Half

Effective first day of pay period containing 1/23/91

Grade STEP	Effective 1/1/91			
	A BA	10-Month C MA/MAEQ	D MA+30	12-Month E
1	27,484	29,761	30,590	\$36,708
2	27,774	30,020	31,395	37,674
3	28,065	30,279	32,203	38,644
4	28,356	31,963	33,884	40,661
5	29,800	33,641	35,562	42,675
6	31,241	35,329	37,248	44,698
7	*32,681	37,004	38,932	46,719
8	34,128	38,685	40,609	48,731
9	35,566	*40,373	42,290	50,748
10	37,006	42,055	43,974	52,769
11		43,736	*45,658	54,790
12		45,415	47,341	56,810
13		47,102	49,023	58,828
14		48,782	50,702	60,843
15		49,758	51,714	62,057
16		51,058	53,013	63,616
17		52,358	54,313	65,176
18		53,658	55,614	66,737

* Maximum Entrance Step

Montgomery County Public Schools
TEACHER SALARY SCHEDULE
 Effective first day of pay period containing 7/1/92

Grade STEP	10-Month			12-Month
	A	C	D	E
	BA	MA/MAEQ	MA+30	
1	29,271	31,695	32,579	\$39,095
2	29,580	31,972	33,436	40,124
3	29,890	32,247	34,297	41,157
4	30,200	34,041	36,087	43,305
5	31,737	35,828	37,874	45,449
6	33,272	37,626	39,670	47,604
7	*34,806	39,419	41,463	49,756
8	36,347	41,200	43,249	51,899
9	37,878	*42,998	45,039	54,047
10	39,412	44,789	46,833	56,200
11		46,579	*48,626	58,352
12		48,367	50,419	60,503
13		50,164	52,210	62,652
14		51,953	53,998	64,798
15		52,993	55,076	66,092
16		54,377	56,459	67,751
17		55,762	57,844	69,413
18		57,146	59,229	71,075

* Maximum Entrance Step

ARTICLE 6
WORKING HOURS AND WORK LOAD

- A. 1. While professional personnel will often work more than eight hours per day, the professional salary schedule is based on an eight-hour workday.
2. All personnel on the E salary grade in this unit and all professional personnel on the A-D salary grades in the central office or area offices will be assigned appropriate starting and dismissal times so that their normal workday will be eight hours in addition to their lunch period. All resource teachers and resource counselors will be assigned appropriate starting and dismissal times so that their normal workday will be eight hours in addition to their lunch period.
3. All professional personnel on the A-D professional salary grades will be assigned appropriate starting and dismissal times so that the normal workday at their school will be seven hours in addition to their duty-free lunch period. Unit

members' lunch period shall be no less than 30 minutes in length. Summer assignments for full-time professional development activities will be eight hours in addition to a lunch period.

4. When it is in the best interest of the education of children, all professional personnel shall make every effort to devote the additional time necessary to meet these needs, even though it may require them to work more than the indicated number of hours.
 5. School-based unit members will indicate their presence by placing a check mark in the appropriate column of the faculty "sign in" roster. Appropriate starting and dismissal times will be assigned.
 6. In regard to delayed opening and/or early dismissal authorized by the superintendent, the workday of school-based unit members on the A-D salary grades will begin twenty (20) minutes before the scheduled student starting time on said day, and will end as soon as all students under the unit member's direct supervision are clear of the school. The principal may require unit members to be on duty in excess of these times if they are needed to care for the children.
- B.
1. School-based unit members may be required to remain after the end of the unit members' day without compensation for no more than three hours per month to attend faculty or other meetings, which will commence 15 minutes after the students' day. No single meeting will last more than one and one-half hours. When needed for the educational program, it may be necessary to meet more than three hours per month (e.g., Middle States Association Evaluation, special programs, etc.) as determined by the principal after consultation with the faculty.
 2. Attendance at all other assignments or meetings shall be voluntary except back-to-school night and any other two-duty-day or Saturday meetings or programs. Assignments to Sunday and holiday meetings or programs shall be voluntary.
- C.
1. Principals will grant five hours of planning time per normal week, three hours and forty-five minutes of which will be during the elementary teachers' student day and one and one-quarter of which will be during the elementary teachers' work day.
 2. Specialists in art, music, and physical education will receive five hours planning time per normal week, four hours of which will be during the specialists' work day and one hour of which will be during the specialists' student day. All other teachers who are school-based specialists will receive five hours planning time per normal week, four hours of which will be during the school-based specialists' work day and one hour of which will be during the school-based specialists' student day.
 3. Every effort will be made to provide equal distribution for this planning time throughout the organization in keeping with the desires of the staff and individual schedules. However, at least one hour a week shall be uninterrupted.

- D. In elementary schools, in consultation with the specialist and the classroom teacher, the principal shall release teachers for other professional activities when specialists in art, music and physical education are instructing their students.
- E. 1. (a) Where the school is organized on a six (6) period schedule, each classroom teacher will be assigned no more than five (5) regular classes and one (1) period for preparation. Classroom teachers of vocational subjects may be assigned to teach six (6) regular classes when organized on a multiple class schedule, but will not be assigned a homeroom or other duties unless the classroom teacher requests additional activities.
- (b) Where the school is organized on a seven (7) period schedule, each classroom teacher will be assigned no more than five (5) regular classes. Classroom teachers of vocational subjects may be assigned to teach the equivalent of six (6) classes when organized on a multiple class schedule. All other classroom teachers may be assigned one period involving instructionally related activities, other than regularly scheduled classes, with students in clubs, activities, seminars, and study skill groups and one (1) period for preparation.
- (c) Schools organized on a modular schedule or other types of flexible scheduling will assign teachers on a basis comparable to the six (6) or seven (7) period day.
- (d) Teachers may volunteer to teach more than the above.
2. Secondary resource teachers and athletic directors will have a reduced teaching schedule, when possible, except in no case will they be required to teach more than four (4) classes. Secondary resource teachers and athletic directors will be excused from regular study hall duties and homeroom assignments. Secondary resource teachers' and athletic directors' nonteaching periods shall not be a part of the teacher allocation.
3. Since every classroom teacher will plan differently for each group of students, principals will strive to assign secondary school teachers in their major fields of certification and to require no more than three (3) separate preparations. A preparation is a process of making ready for the teaching task requiring time on a daily basis prior to meeting assigned classes, as for example, the formulation of teaching plans and the development of instructional materials.
- F. The number of student instructional days shall not exceed 185 days.
- G. The work year for all ten-month unit members (A-D) shall not exceed 191 duty days.

- H. The number of days at work for a twelve-month unit member shall be determined by subtracting Saturdays, Sundays, holidays, and annual leave days from the total days in the year.
- I. Unit members assigned classroom responsibilities shall have at least one day scheduled prior to arrival of students each fall during which time the unit member will be allowed to prepare his/her room and materials. Teachers will have one-half day each at the end of the first and third grading periods to plan. No other meetings or duties shall be required of the unit member during the one-day period.
- J. Teachers will not be required to perform custodial functions.
- K. Although teachers may secure their own substitutes, they shall not be required to do so provided they inform the appropriate school official at least two hours in advance of the student day that they will be absent.
- L. For those schools with only one media specialist, the principal has the authority to administratively decide to provide a fully qualified media substitute, or if not available, a qualified substitute within the appropriate level from the professional list.
- M. Assumption of duties as an elementary team leader shall be voluntary.
- N. Although unit members may be required to collect and transmit money to be used for educational and insurance purposes, they will not be held responsible for the loss of money collected if such loss is not due to the negligence of the teacher.

ARTICLE 7 CLASS SIZE

- A.
 - 1. The Board will make a conscientious effort to guarantee that no self-contained elementary class will exceed the number of students per classroom proposed in the current budget. If any class exceeds these numbers, every effort will be made to provide an aide for that teacher. In secondary schools, the Board will make a conscientious effort to reduce the number of classes that are above the desired maximum class size guidelines in the academic subjects as proposed in the current budget. In the event of a dispute over this article, the parties will meet in a good faith effort to resolve it.
 - 2. The Board will continue to work to implement the staffing guidelines established by State Board of Education Bylaw 13.03.01.03. "The classroom teacher is the key member of the professional staff, and the degree of teacher time which is available to students for instructional purposes is a major index of educational quality. In recognition of the fact that the appropriateness of a specific ratio of pupils to each classroom teacher may vary in relation to such factors as subject requirements, pupil characteristics, and school size, no prescriptive and detailed

ratio is set forth herein. In staffing schools with classroom teachers, however, school administrators should regard ratios ranging from one classroom teacher for each 28 pupils to one for each 25 pupils as the arrangement which will be approximated following assignment of all professional personnel in the local school system. Each elementary school should be staffed with or have available resource personnel in order to provide a comprehensive program of instruction in all areas of the curriculum."

3. In making staffing decisions, the area associate superintendent and the principal shall give careful consideration to the views of the faculty.
- B. Staff allocations shall not include special staff allocations that are provided as the result of federally or locally funded programs for disadvantaged students.
 - C. Staff allocations for elementary and secondary counselors, elementary and secondary Media Specialists, teacher specialists, reading teachers, and speech teachers will be made as additions to the regular classroom teacher allocations.

ARTICLE 8 EDUCATIONAL SPECIALISTS

- A. The Board agrees that the following numbers of specialists are indicative of the goals which it would like to attain where possible and practical in terms of the budget authorized by the County Council:

1. **Elementary Schools**

Reading Specialists	Not less than one for every two schools
Music Teachers-- Instrumental	Not less than one for every five schools
Art Teachers	Not less than one for every 500 students
Guidance Counselors and Social Workers	This program to be expanded as budget permits with a continual evaluation to be carried out
Music Teachers-Vocal	Not less than one for every 500 students
Physical Education Teachers	Not less than one for every 450 students
Media Specialists	Not less than one per school

2. **Secondary Schools**

Guidance Counselors Not less than one for every 300 students

Media Specialists Not less than one for every 500 students

3. **Pupil Services Personnel** Not less than one for every 2,000 students
(including pupil personnel workers, school psychologists, social workers, community coordinators)

4. **Speech and/or Hearing Therapists** Not less than one for every 1,800 students

- B. Elementary art, vocal music, and physical education teachers shall be assigned to no more than two schools if possible and in no case more than three schools.
- C. In the event a specialist in elementary art, music, and physical education is absent, a fully qualified substitute will be hired.

**ARTICLE 9
MILEAGE**

- A. Unit members will not be required to drive pupils to activities which take place away from the school building. Unit members may do so voluntarily, however, with the advance approval of their principal or immediate supervisor, and will be compensated at the current Internal Revenue Service rate per mile for all driving done in their own automobiles. Thereafter during the life of the Agreement the mileage rate will be adjusted as necessary to reflect any changes in mileage allowance regulations issued by the IRS. Such adjustment or adjustments will be made effective on the first of the month following the official change in IRS regulations.
- B. Unit members who are assigned to more than one assignment in any one school day will receive the IRS rate per mile for all assigned interschool driving.
- C. The Board agrees to compensate the home economics teachers for all mileage required of them to obtain needed supplies at the IRS rate per mile.
- D. Unit members who, in order to fulfill their job responsibilities as determined by the administration in advance, are required to use their own vehicles to complete those assigned job responsibilities, will receive the IRS rate per mile for all approved travel. Only travel that is in excess of the distance from the unit member's home to and from the base school will be subject to reimbursement. In no case shall mileage be paid for travel for extracurricular activities or work beyond the regularly assigned function for which the unit member has been employed.

ARTICLE 10
UNIT MEMBER ASSIGNMENT

- A. 1. All unit members on duty as of June 1 of any calendar year will be given written notice by the appropriate officials of their salary schedule and school assignment for the forthcoming school year between June 1 and the end of the school year. Principals will notify all school-based members in writing of their projected class and subject assignment and other duties by the end of this school year. All unit members reporting on and after June 1 of any calendar year will be assigned and notified for the ensuing school year as soon as is feasible.
2. In the event that changes in such schedules, class, subject assignments, and/or duties are necessary after the end of the school year, all unit members affected will be notified promptly in writing with reasons. All unit members must leave summer addresses and telephone numbers with the appropriate official. Upon the request of the unit member affected, the changes will be promptly reviewed by the area associate superintendent, the unit member, and, at his/her option, a representative of the Association. If the unit member is not satisfied that such changes are necessary and if he/she wishes to resign, his/her resignation will be accepted without prejudice.
3. Sections B and C below govern assignments of unit members who are incumbents in positions at a school or work site.
- B. Principals will strive to assign teachers in the areas of their teaching certificates and/or their major or minor fields of study and/or their experience.
- C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be made by the principal who will invite teachers to express their preferences in writing. The principal will review preferences with the appropriate resource teacher, department chairperson, or team leader and/or grade level teachers directly affected. To the extent that it is possible, changes in grade assignments in the elementary and in subject assignment in the secondary schools will be voluntary.
- D. Whenever practicable, in placing newly hired classroom teachers in a school assignment, the principal and the appropriate resource teacher or department chairperson shall have an opportunity to interview the new teachers.
- E. Teacher aides shall be assigned directly to departments, teams, grade levels, or instructional programs. The decision as to their assignment shall be determined by the principal after consultation with his/her faculty.

ARTICLE 11 VOLUNTARY TRANSFERS

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

- A. Requests for transfers by all unit members shall be made to the director of the Department of Personnel Services through the principal and area associate superintendent or department director to whom the individual is directly responsible. Requests may also be made directly to the Department of Personnel Services. All requests shall be received and recorded in the Department of Personnel Services. Unit members shall list their reason(s) for request to transfer.
- B. Transfer requests shall be submitted through the principal and area associate superintendent or department head or the director of the Department of Personnel Services not later than the first Monday in March. Transfer requests received after this date shall be reviewed; and if a request warrants further consideration within the needs of the school program, it will be processed. The proper forms for unit members seeking transfers shall be available at the Department of Personnel Services if not available at the school buildings.
- C. Transfers will not usually be approved for:
 - 1. Personnel who are to be evaluated for tenure
 - 2. Personnel who are requesting transfer out of their field of preparation and certification.
 - 3. Personnel who are listed on a mid-year report
- D. If a voluntary transfer approved for the good of the school system causes a unit member to move from a field in which he/she holds a standard or advanced professional certificate to a field in which he/she does not hold a standard or advanced professional certificate, the unit member will sign a statement of understanding that will verify that the unit member is aware of the following:
 - 1. That they will have to take additional course work in order to become fully certificated in the field to which they are reassigned.
 - 2. That a reasonable period of time, but in no case more than two (2) years, will be established by the Board of Education to enable the unit member to meet the new requirements. A unit member who does not meet these requirements will have his/her certificate rated as Class II.
- E. Transfer requests shall be forwarded to the appropriate area associate superintendent or department director.
- F. The releasing and receiving area associate superintendents or department directors shall review each request and consider the needs and the best interests of the students, the school program, and the personnel involved. Transfers shall be effected by the director of the Department of Personnel Services when the request has been approved by both

the releasing and receiving area associate superintendents or department directors. If more than one unit member has applied for the same position and both are acceptable to the principal, seniority in the MCPS will be considered a factor. However, the balanced staffing policy of the school system will take precedence over the consideration of seniority since each faculty unit should be appropriately balanced in terms of sex, race, ethnic background, age, and experience.

- G. The Department of Personnel Services shall notify the unit member in writing and those concerned with the transfer when it is effected. This department shall notify each applicant as to the status of his/her transfer request not later than July 1.
- H. If a unit member's request for a voluntary transfer is denied, he/she will, upon request, receive a written explanation of the reasons from the director of the Department of Personnel Services.
- I. Whenever a unit member transfers, the effective date will be the first full pay period after the unit member is assigned to begin work.

ARTICLE 12 INVOLUNTARY TRANSFERS

- A. When a unit member is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment.
- B. Notice of an involuntary transfer will be given to the unit member as soon as possible.
- C. In any involuntary transfer, the balanced staffing policy of the school system will take precedence over the consideration of seniority since each faculty unit should be appropriately balanced in terms of sex, race, ethnic background, age, and experience. A unit member's length of service in MCPS, area of competence, and major or minor field of study, will be considered significant factors. However, in the event that other significant factors are equal, a unit member's length of service will prevail except for the balanced staffing policy as stated in this section.
- D. An involuntary transfer will be made only after a meeting between the unit member and the area associate superintendent, at which time the unit member will be notified of the reason for the transfer. A unit member may grieve an involuntary transfer that is alleged to be based on arbitrary or capricious reasons.
- E. Unit members being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is made. Unit members will be able to indicate their preference of assignment.

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

**ARTICLE 13
NON A-D POSITIONS**

- A. These positions are defined as positions other than those on the A-D salary grades.
- B. All vacancies in the above-defined positions will be published in the MCPS Bulletin immediately following the decision to fill such positions. Individual vacancies in those categories containing a large group of persons will be advertised as a classification and not on an individual school basis so that a person may be given adequate consideration for any one of the vacancies that may exist in any given category.
1. During the school year, the MCPS Bulletin will carry the vacancy list for these positions. Persons who desire to apply for such vacancies will submit their application, in writing, to the superintendent within the time limit expressed in the MCPS Bulletin in which the vacancy was published. The receipt of all applications will be acknowledged promptly by the Department of Personnel Services.
 2. Unit members may apply for the above defined positions which may become vacant during the summer months. Positions will be advertised in a summer employment bulletin. Applicants will inform the Department of Personnel Services of their summer addresses.
- C. In the notice of vacancies in the MCPS Bulletin, qualifications, duties, and rates of compensation will be clearly stated. Where qualifications and duties may vary from the accepted qualifications for a position, the variations will be specified.
- D. Upon written request, the superintendent or his designee will explain in writing to an applicant the reason he/she was not appointed.
- E. All appointments made to positions on the above-defined positions will be listed in the MCPS Bulletin or the Management Memo.
- F. In filling vacancies, consideration will be given to the presently employed unit members. Their length of service in the Montgomery County school system, areas of competence, major and/or minor fields of study, quality of performance, and attendance record will be considered in filling vacancies.
- G. For one year only, when a unit member's position is reclassified to a lower paying classification, the unit member shall continue to receive his/her annual salary until such time as the salary is less than he/she would earn in his/her new salary classification.

**ARTICLE 14
EVENING HIGH SCHOOL CREDIT PROGRAM**

- A. Unit members selected for evening high school credit program assignments shall be paid their hourly rate.
- B. Preparation time currently being received for the evening high school credit program shall continue (FY 82-84 school years).
- C. Positions in the evening high school credit program will be filled by the administration first from applicants who are regularly appointed teachers in MCPS. Tenured teachers shall have preference over non-tenured teachers and non-tenured teachers shall have preference over outside applicants.
- D. Unit members who are ill may use their accrued sick leave and charge 2.1 hours for a one-session position and 4.2 hours for a two-session position.

**ARTICLE 15
EXTENDED-YEAR EMPLOYMENT**

- A. To meet school system program needs, consideration will be given to those unit members who apply and are found by the Board to qualify for those jobs that are available in the extended-year program. A factor in the qualifications to be considered will be prior summer employment with MCPS.
- B. The Board agrees to budget 41,500 days for extended-year employment. Within the 41,500 days budgeted, the Board agrees to guarantee a minimum number of days of work in the extended-year employment program to unit members in the following positions:

Media Specialists	10 days
Resource Teachers (Middle, Junior, and Senior)	20 days
Secondary Counselors	21.5 days
Teacher Specialists	30 days
Athletic Directors	16 days
Elementary Counselors	15 days

- C. Unit members will be notified concerning the status of their application for extended year employment as early as possible with a view toward facilitating personal plans of unit members.
- D. Planning time shall be provided during the unit member's duty day.
- E. All required materials of instruction and equipment shall be available at the summer school assignment.

- F. All Summer In-Service and Curriculum Development Centers shall have clean appropriately equipped work areas, facilities, and rest rooms.
- G. Ten-month unit members employed during the summer shall be eligible to use all and any accrued sick leave on any duty day when illness or disability prevents their reporting to their assignment.
- H. The daily rate of pay for ten-month unit members shall be computed by dividing the unit member's annual salary by 191 duty days.
- I. Department chairpersons in departments of two or more unit members will be guaranteed two EYE days, one prior to the day teachers report for duty in the fall and one after the close of the school year in June.
- J. Stipends, in lieu of salaries, may be provided for certain approved summer workshops for ten-month unit members. Participation shall be voluntary.

**ARTICLE 16
UNIT MEMBER EVALUATION**

- A.
 - 1. All observation of the work of a unit member will be conducted openly and with the observer visible to the unit member.
 - 2. Upon request, unit members will be given a copy of any class visit report or evaluation report prepared by their administrator or supervisor at least one (1) day before a conference is held to discuss it. No such class visit report or evaluation report will be submitted to the central office, placed in the unit member's file, or otherwise acted upon before the conference with the unit member. Unit members will be required to sign the class visit report and the evaluation memorandum as evidence that they have seen it. They will not be required to sign a blank or incomplete evaluation form. Unit member's signature does not signify acceptance of the rating.
- B.
 - 1. Unit members will have the right, upon written request on the appropriate form, to review the contents of their personnel file. If a unit member wishes to be accompanied by another person or a representative of the Association during such a review, that request must be entered on the request-to-review form. Confidential records such as application references and promotional references will not be made available to a unit member.
 - 2. Nonconfidential complaints about or material derogatory to a unit member's conduct, service, character, or personality may be placed in his/her personnel file only if:
 - a. The unit member has had an opportunity to review the material and been given a copy,

- b. The appropriate administrator has investigated the allegations, and
 - c. Has concluded that the allegations are true.
3. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her initials to the copy to be filed, with the expressed understanding that such initialing in no way indicates agreement with the contents. The unit member shall be permitted to attach his/her comments related to the derogatory material.
- C. Complaints regarding a unit member made to an administrator that are used in the unit member's evaluation will be called to his/her attention. If the complaint is in writing, the unit member will be given a copy. The unit member will be required to initial the material indicating that he/she has read it. He/she will be permitted to attach his/her comments related to the complaint. Reprisals taken by the unit member against any student, or any class, or any person will be cause for immediate investigation that may result in dismissal proceedings being activated.
 - D. The principal or immediate supervisor of a unit member will discuss the unit member's work performance with that person prior to a formal evaluation of that performance.
 - E. Final evaluation of a unit member upon termination or retirement will be concluded prior to severance, and no document or other material will be placed in the personnel file of such unit member after severance except in accordance with the procedures set forth in this article.
 - F. Evaluation of unit members during their probationary period of employment is of high importance to the teacher and the school system. Cooperative efforts will be made to work for his/her success but if, after one or two years, success does not seem possible, he/she will not be continued in employment. Upon receiving notice of nonrenewal of a provisional or regular contract, probationary unit members may, within ten (10) days of that notice, request a hearing by the superintendent. The unit member, upon request, will be given adequate notice of the hearing date. Reasons for the proposed action will be given to the unit member upon request. The unit member will be entitled to be represented by the Association and/or counsel of his/her choice and will be granted an opportunity to defend himself/herself, presenting arguments and/or evidence. The decision of the superintendent shall be in writing, stating the reasons for the determination.
 - G. Recognizing that each professional staff member must constantly seek ways to improve his/her effectiveness, a program of mutual and reciprocal annual evaluation by subordinates will be implemented for all unit members. This program will include evaluation of principals, classroom teachers, counselors, media specialists, pupil services personnel and other unit members working with students, by students; and assistant principals and principals by teachers. All evaluative material will be confidential and for the sole use of the unit member being evaluated. Unit members are encouraged to share the results of the data and their plans for improvement with those individuals who have participated with them in the reciprocal evaluation process.

- H. The current unit member evaluation system, including the instrument and the teacher evaluation system booklet of the Montgomery County Public Schools, Rockville, Maryland, as revised April 1985, shall not be changed without following the procedures set out below:
1. Preceding the proposed implementation of any proposed changes, the Board shall notify MCEA of its desire to change the evaluation system.
 2. Thereafter, the parties shall confer in good faith over the content of any proposed changes in the evaluation system until agreement is reached, or until 90 days following receipt by MCEA of notification that the Board desires to change the evaluation system. The conferring teams shall be headed by the chief negotiator for each party.
 3. If no agreement is reached within 90 days following receipt by MCEA of notification that the Board desires to change the evaluation system, the Board may unilaterally implement changes in the evaluation system.

ARTICLE 17 FACILITIES

As the budget permits, each school will have the following facilities. Where such facilities are not immediately practical and possible, effort will be made to progress toward these objectives as quickly as possible.

- A. Space in each classroom in which unit members may store instructional materials and supplies.
- B. A work area for unit members containing available equipment and supplies, including a typewriter, to aid in the preparation of instructional materials.
- C. An appropriately furnished room for the use of MCPS employees as a lounge. Employees will be expected to exercise reasonable care in maintaining the appearance and cleanliness of the lounge and to share in its maintenance.
- D. A serviceable desk and chair for each unit member and, if requested, a filing cabinet that locks except where locked space is available.
- E. A communication system for the main building office to communicate with unit members.
- F. Well-lighted, appropriately equipped, and clean rest rooms for staff use.
- G. An adequate portion of the parking lot at each school for employee parking.
- H. In order to permit freedom of access both during and after regular school hours, all unit members of that building will, as needed for their work, be provided

access to the lounge, teachers' workrooms, and through interior hallway gates. Upon request, subject to approval by the principal, teachers may be provided temporary access to an outside door in their area of the building during nonschool hours.

- I. When space in the building is available, a separate dining area for the use of staff will be provided.
- J. When a speech and hearing room is provided, every reasonable effort will be made to make it available for the exclusive use of the speech and hearing therapists during their assigned times in a school.
- K. When a school building or rooms are used during the evening for any instructional or meeting activity, the facilities shall be properly cleaned and maintained before the opening of the building for the regular school session. Any violations of this section shall be processed through the administrative complaint procedure.
- L. All future classrooms shall be air-conditioned and all existing non-air-conditioning classrooms shall be air-conditioned as soon as funds permit.
- M. Each school will provide a place for unit members to make official confidential telephone calls in private.
- N. Air-conditioned employee lounges.
- O. There shall be a system-wide Joint Health and Safety Committee composed of an equal number of representatives appointed by each party. This joint committee shall address any health and safety issue brought to its attention by either party, and where appropriate, the committee shall make recommendations to the parties to correct unsafe or unhealthful conditions. The committee shall survey health and safety issues, and shall issue a report to the parties with appropriate recommendations no later than June 30, 1991. Issues addressed by the joint committee shall include, but not be limited to, air quality and smoking in MCPS buildings.

ARTICLE 18 ASSOCIATION RIGHTS AND PRIVILEGES

- A. There will be no reprisals of any kind taken against any unit member because of the unit member's membership or nonmembership in the Association or participation in any of its legal activities.
- B. 1. Association officers and/or representatives will be permitted to draw on a bank of 500 full paydays in each year of this agreement. No less than one-half day may be used at any one time. Such leave will be granted in accordance with the current procedures established by the superintendent.

2. If negotiation meetings between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will have their leave charged to the Association's leave bank to permit their participation.
- C.
1. The president of the Association will be granted leave during the term of this contract.
 2. The president of the Association will, on a fully reimbursable basis at no cost to MCPS, be paid by the Board and covered under the appropriate retirement plan and the employee benefit package plan.
 3. The president of the Association will have the right to receive step increases as provided by the policies and procedures of the Board of Education, which will be the same as if the president had remained in the position from which leave was granted. Upon return to MCPS employment, the president will be granted credit on the salary schedule for the term of this Agreement. Sick leave may not be used or earned while on leave.
- D.
- The Association will be mailed a copy of the official Board agenda prior to each meeting and a copy of the Board minutes after their approval by the Board.
- E.
1. The Association will have the right to use school buildings for any legal purpose without cost for meetings with the faculties of such buildings. In addition, it will be privileged to schedule in school buildings, without cost when building services staff is normally on duty, meetings of more than one school faculty or their representatives one or more times per month. Any damage in excess of normal wear will be paid for by the Association within thirty (30) days. Nonpayment will result in abrogation of this Section of Article 18.
 2. There will be one (1) bulletin board of appropriate size reserved for the Association in each school building for displaying notices, circulars, and other material. Copies of all materials to be posted will be given to the building principal, but no approval will be required prior to this posting. Use of the bulletin board to display material detrimental to the goals and activities of MCPS is expressly prohibited.
 3. Use of the interschool mail facility is authorized to distribute official Association material. Printed materials or literature indicating MCEA's position concerning any candidate for public office may not be distributed through the interschool facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Use of the interschool mail facility will be in accordance with procedures established by the superintendent. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.
 4. The Association will be provided with the names and addresses of all new unit members as they are contracted.

5. The liaison committee shall have the right to use school equipment and supplies to reproduce the agenda and the minutes of liaison committee meetings, such reproduction to be limited to the number of unit members in the school plus the principal.
- F. The privileges granted in this article will continue unless the Association strikes.
- G. The Association will be provided with an hour during the orientation program for newly employed teachers to use for Agreement orientation.
- H. The Association will be provided with one hundred (100) copies of the annual directory without cost to the Association, and fifty (50) copies of each issue of the Advocate will be provided without cost to the Department of Association Relations.
- I. The Board agrees to include the Association's headquarters as a regular interschool mail stop provided that MCEA complies with MCPS regulations on this subject.
- J. Except for Section D, the rights and/or privileges granted to the Association in this Agreement will not be granted to any other unit member group or employee organization as defined in Section 6-401(b) of "The Annotated Code of the Public General Laws of Maryland, Education" [Volume], during the term of this Agreement, except as may be required by law.

ARTICLE 19 LEAVES

The following leave regulations, compliant with the public school laws of Maryland and the bylaws of the State Board of Education, apply to all unit members.

Terms used in the following sections are defined as follows:

Appropriate Official--department head, principal, or immediate supervisor, depending on the unit member's position.

Duty Days--those days on which the unit member is required to report for duty as determined by the school calendar adopted annually by the Board of Education of Montgomery County.

Immediate Family--child, parent, brother, sister, husband, wife, or anyone who lives regularly in the unit member's household.

Planned Program for Professional Leave--a program planned and approved by the university and the superintendent that leads to standard certification and/or to an advanced degree; or a planned program of writing, study, or travel approved by the superintendent.

School Year--the same as the fiscal year (July 1-June 30) of the Board of Education of Montgomery County.

The terms creditable service, years of service, years of successful experience, length of service, and consecutive years of successful experience, as they appear in this article, mean continuous employment in the Montgomery County Public Schools.

A. Sick Leave

Sick leave is a designated amount of compensated leave that is to be granted to a unit member who through personal illness, injury, quarantine, pregnancy, miscarriage, or childbirth and recovery is unable to perform the duties of his/her position. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days. Sick leave may not be granted for the period of disability when monies are paid to the unit member under the Workmen's Compensation Law.

1. **Eligibility**--The provisions of sick leave apply to all unit members.
2. **Method of Computing Sick Leave**--Each full-time unit member shall accrue sick leave at the rate of one (1) day per month of assigned responsibility. Regular part-time unit members shall accrue sick leave in proportion to the time worked.
3. **Accumulation of Sick Leave**--Unused sick leave is accumulated on an unlimited basis. Unused personal leave shall be added annually to the unused sick leave account.
4. **Advance of Sick Leave**--At the beginning of each school year, a unit member is advanced sick leave that will be earned during the school year. Sick leave in excess of the amount to be earned may be advanced by the superintendent. Unit members are liable for all advanced sick leave.
5. **Extension of Sick Leave**--Upon written request of the unit member, sick leave for periods beyond the amount accrued and advanced and beyond the available annual leave may be extended at three-fourths the current salary rate by the Board of Education upon recommendation of the superintendent. Unit members are not liable for extended sick leave.
6. **Indebtedness of Advanced Sick Leave at Termination of Service**--A unit member who, on termination of service with the Montgomery County Public Schools, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from his/her earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced sick leave not covered by his/her earned salary.
7. **Disposition of Accumulated Sick Leave at Termination of Service**--At the time of his/her termination after five (5) years of service with the Montgomery County Public Schools, any unit member who has performed his/her duties satisfactorily shall receive termination pay at his/her current salary rate for one-fourth of this accumulated sick leave.

8. **Procedure To Be Followed in Obtaining and Using Sick Leave:**

- (a) A unit member shall notify the appropriate official as early as possible if he/she is unable to report for duty and at that time state the reason for absence.
- (b) A unit member on sick leave shall notify the appropriate official as to the progress of his/her illness and the exact date of his/her availability for duty, as soon as it is determined, with at least one (1) day's notice.
- (c) A certificate by a physician confirming the necessity for a unit member's absence due to illness, injury, or quarantine may be required by the director of personnel services if the unit member uses up to and including four (4) consecutive duty days. It is mandatory if the unit member uses sick leave for five (5) or more consecutive duty days.

9. **MCEA Sick Leave Bank**

All rules and guidelines governing the uses of sick leave bank shall be established by mutual consent of the parties.

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

On the superintendent's recommendation, the Board of Education may grant a leave of absence without pay to a unit member when that unit member or a member of his/her immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one (1) year. Applications for leave must be submitted in writing to the appropriate official and forwarded with his/her recommendation.

- 1. **Eligibility**--All unit members are eligible to apply.
- 2. **Benefits**--Unit members may contribute to the retirement system while on leave according to the provisions of the MCPS Retirement System.
- 3. **Tenure Status**
 - (a) A unit member who is on tenure at the time he/she is granted leave because of personal illness or illness in his/her immediate family shall remain on tenure.
 - (b) A unit member who has completed two consecutive years of successful experience with the Montgomery County Public Schools on a Regular Contract and has been recommended for tenure at the time leave is granted shall go on tenure at the time he/she returns from leave and is reassigned.

- (c) A unit member who has a Regular Contract but is not on tenure, by entering into a written contractual agreement before being granted leave, shall waive his/her rights to have this period of leave considered as probationary toward tenure. On returning from leave, the unit member shall retain the same probationary status as that held at the time this leave was granted.

- 4. **Return from Leave**--If the leave granted is for personal illness, the unit member will be reinstated at the conclusion of the leave providing a health certificate from the attending physician is submitted attesting to the unit member's physical fitness to perform his/her duties. Reassignment will be made when there is a vacancy for which the unit member is qualified.

C. Leave for illness in the Immediate Family

Leave may be granted for illness in the immediate family and shall be charged against accumulated sick leave.

D. Disability Leave

A unit member who is physically unable to report for duty as a result of an injury in the line of duty may be placed on disability leave at full salary by the superintendent. The unit member, or his/her representative, must file an injury report with the Division of Insurance and Retirement within forty-eight (48) hours of the injury. The unit member shall also file a leave request for leave for disability and a doctor's report stating he/she is unable to carry out the duties of his/her assignment due to this injury. This leave is approved by the director of the Department of Personnel Services and is contingent upon the final approval by the MCPS approved insurance carrier. If the leave is not approved by the MCPS approved insurance carrier, the employee will be required to repay MCPS all monies received. This payment can be in the form of annual leave, sick leave, or lump sum payment. All monies payable to the unit member through the Workmen's Compensation Law of the State of Maryland, or resulting from a legal liability of a person other than the unit member must, under the right of subrogation, be transmitted to the Board by the unit member. It is the responsibility of the disabled unit member to check with his/her physician and to inform his/her principal or other appropriate official monthly of the approximate date he/she can return to his/her regular assignment. A unit member may be carried on full disability leave for up to two (2) years after the disability accident. At that time, the superintendent will determine whether the unit member is able to return to his/her regular assignment, be given an alternative work assignment, be placed on sick leave, or be placed on disability retirement. An alternate work assignment terminates disability leave.

E. Annual leave

Annual leave is paid leave that is granted to each twelve-month unit member.

- 1. **Eligibility for Annual Leave**--The provisions of annual leave shall apply only to those unit members whose assigned responsibility is of twelve-months' duration. Unit members under contract for ten months and employed for one or two additional months of duty shall not be eligible for annual leave.

2. **Method of Computing Annual Leave**--All twelve-month personnel shall earn annual leave as follows:
 - 0-3 years of creditable service--15 days
 - 4-15 years of creditable service--20 days
 - 16+ years of creditable service--26 days
3. **Accumulation of Annual Leave**
 - (a) For any one year, a twelve-month unit member may carry forward up to, but not exceeding, ten (10) days of annual leave earned from the previous year.
 - (b) The maximum number of days of annual leave available at any one time will be the balance brought forward up to a maximum of twenty (20) days, plus the amount to be earned for the current school year.
 - (c) Each year, annual leave that is not used or forwarded shall be automatically transferred to a unit member's accumulated sick leave.
4. **Disposition of Accumulated Annual Leave at Termination of Service**--All annual leave should be used before the effective date of employment termination, or a lump sum settlement shall be made at the current salary rate, but not to exceed a maximum of thirty (30) days.
5. **Indebtedness for Advanced Annual Leave at Termination of Service**--Any indebtedness for advanced annual leave by a unit member upon termination of service shall be resolved as follows:
 - (a) The amount due shall be deducted from the unit member's earned salary.
 - (b) Terminating unit members who are not due to receive earned salary shall be billed for the amount of indebtedness.
6. **Use of Annual Leave in Conjunction with Maternity Leave and Adoption Leave** See sections H. and I.

F. **Holiday Leave**

Holiday leave is granted to all unit members for official holidays, which shall be designated each year in the school calendar. A unit member on authorized paid leave for a period including an official holiday shall be considered on holiday leave for that day.

G. **Professional Leave**

Professional leave may be granted to a unit member by the Board of Education upon recommendation of the superintendent for such purposes as outlined below:

1. **Leave for Academic Study**--Upon written application, leave for academic study for a period not to exceed one full school year may be granted by the Board of Education upon recommendation of the superintendent. An outline of a planned program must be submitted with the application for leave. In addition, the unit member shall furnish such reports of progress and/or completion of the approved program as are requested by the superintendent.
 - (a) **Standard**--The number of unit members to be granted academic leave in any fiscal year will not exceed one percent of the total number of professional employees.
 - (b) **Eligibility**--Unit members become eligible to apply for academic leave after they have served the Montgomery County Public Schools at least seven full consecutive years uninterrupted by any other leave of a semester duration or more.
 - (c) **Salary Allowance**--Unit members granted academic leave shall receive one-half their regular salary during the specific period of leave if they agree to return to MCPS for a two-year period immediately following the period of leave and 60 percent of salary if they agree to return to MCPS for a period of three years immediately following the period of leave. This salary shall be paid at the beginning of each semester.
 - (d) **Benefits**
 - (1) A unit member on academic leave shall for all purposes be viewed as a full-time employee. The unit member's rights and privileges, length of service, and the right to receive salary increments as provided by the policies of the Board of Education will be the same as if the unit member had remained in the position from which he/she took leave. Annual and sick leave may not be used or earned while on academic leave.
 - (2) During the period of academic leave, the unit member's contributions to the MCPS Retirement System shall be made jointly by the individual and the Board of Education. The unit member shall pay an amount proportionate to the amount of salary received and the Board of Education shall pay the balance for contribution at the full salary.
 - (3) Unit members shall retain membership in the Employee Benefit Plan, for which deductions shall be made for the period of leave, and the Board shall continue to make its contributions thereto.

- (e) **Contractual Agreement**--A unit member accepting academic leave shall enter into a separate, written contract whereby he/she agrees to return to service in the Montgomery County Public Schools for a two-year or three-year period immediately following the leave of absence. If the unit member fails to return and remain for the specified time, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.
- (f) **Change of Status Due to Inability to Complete Program**--If the unit member cannot complete the planned program for which academic leave was granted, it is his/her responsibility to notify the superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements satisfactory to the Board of Education for payment of any monies paid to him/her or on his/her behalf for which he/she may be liable as a result of the change in leave status.
- (g) **Tenure on Return From Leave**
 - (1) A unit member who is on tenure at the time academic leave is granted shall continue to be on tenure.
 - (2) A unit member who has completed two consecutive years of successful experience with the Board of Education on a Regular Contract and has been recommended for tenure at the time academic leave is granted, shall go on tenure at the time he/she resumes service with the Montgomery County Public Schools.
 - (3) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a separate, written contractual agreement. After his/her return, he/she shall complete the time required to establish tenure.

2. **Leave for Professional Improvement (Extended Periods Such as a Semester or School Year)**--Upon recommendation of the superintendent, leave of absence, without pay, for study or other professional improvement may be granted to eligible unit members by the Board of Education for a period not to exceed one (1) year. The unit member must submit an outline of a planned program with his/her application for such leave.

(a) **After Three Years of Satisfactory Service**

- (1) **Eligibility**--Unit members shall be eligible for a leave of absence for professional improvement after three (3) years

of satisfactory service with MCPS uninterrupted by leave to study.

(2) **Benefits**

- (a) During the unit member's period of leave, his/her contributions to the Employee Benefit Plan shall be paid by the Board of Education.
- (b) During the unit member's period of leave, his/her contributions to the MCPS Retirement System shall be paid by the Board of Education.
- (c) Credit on the salary schedule for one (1) year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.

(3) **Contractual Agreement**--A unit member granted leave for improvement shall enter into a written contract by which he/she agrees to return to service in the Montgomery County Public Schools for at least a one-year period immediately following the termination of the leave. If the unit member fails to return and remains in service for at least one (1) year, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.

(4) **Change of Status Due to Inability to Complete Program**--If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Any monies paid by the Board to him/her or on his/her behalf for which he/she is liable as a result of the change in leave status will be refunded to the Board of Education.

(5) **Tenure Status on Return From Leave**

- (a) A unit member who is on tenure at the time leave for improvement is granted shall continue to be on tenure at the time he/she resumes service.
- (b) A unit member who has completed two (2) consecutive years of successful experience with the Board of Education, and has been recommended for tenure at the time leave for improvement is granted, shall go on tenure at the time he/she

resumes service with the Montgomery County Public Schools.

- (c) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a separate, written contractual agreement. After his/her return, he/she shall complete the time required to establish tenure.

(b) **After One Year of Satisfactory Service**

- (1) **Eligibility**--Unit members shall be eligible for a leave of absence for professional improvement after (1) year of satisfactory service in the MCPS.

- (2) **Benefits**--Credit on the salary schedule for one (1) year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.

- (3) **Change of Status Due to Inability to Complete Program**--If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated.

(4) **Tenure Status on Return From Leave**

- (a) A unit member who is on tenure at the time leave for improvement is granted shall continue to be on tenure.

- (b) A unit member who has completed two consecutive years of successful experience with the Board of Education on a Regular Contract, and has been recommended for tenure at the time leave for improvement has been granted, shall go on tenure at the time he/she resumes service with the Montgomery County Public Schools.

- (c) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a written contractual agreement.

3. **Leave for Summer School**

- (a) A unit member must give evidence in writing that leave is required for summer school attendance prior to the closing of school or at the beginning of the fall semester. Request for leave for summer school shall be made in advance, recommended by the appropriate official and approved by the superintendent.

Leave with pay may be granted as follows:

Leave without loss of pay may be granted to attend summer school prior to the closing of school or at the beginning of the fall semester. Such leave may be granted if the needs of the individual unit member clearly indicate that attendance at the specific summer school session requested is the most appropriate way to improve the unit member and the school system, and that no hardship to pupils or the school system will result if such leave is approved.

- (b) A unit member who is granted leave must submit grade slips and/or transcripts to the appropriate official at the conclusion of the summer school. The principal will forward them to the Department of Personnel Services.

4. **Leave to Attend Professional Meetings**

Upon written application in advance, and with the recommendation of the appropriate official, the superintendent may grant a unit member leave to attend professional meetings (e.g. conventions, conferences, or committees) as participant or observer without loss of salary.

5. **Leave for Exchange or Overseas Training**

Upon written application in advance with the recommendation of the superintendent, the Board of Education may grant a leave of absence not to exceed one (1) year for exchange teaching or for teaching in an overseas area. To be eligible, a unit member shall be on tenure and hold a standard or advanced professional certificate valid for the period of leave at the time leave is granted. Credit on the appropriate salary schedule for one (1) year of successful experience shall be granted upon verification of completion of one year of satisfactory exchange or overseas teaching.

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

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

- (a) **Eligibility**--To be eligible, a unit member shall be on tenure and hold a standard or advanced professional certificate valid at the time leave is granted for the period of leave.
- (b) **Benefits**--A unit member on leave for teaching shall be treated as a full-time employee. The unit member's length of service and the right to receive salary increments shall be the same as if he/she had remained in the position he/she held when leave was granted. Sick or annual leave can be neither used or earned.
- (c) **Contractual Agreement**--A unit member on leave for teaching in a teacher training college or university shall agree to return to service in the Montgomery County Public Schools for at least a two-year period immediately following the leave of absence or reimburse the Board of Education for all monies paid to him/her or on his/her behalf.
- (d) **Change of Status During Period of Leave**--If the unit member on leave for teaching in a teacher training college or university cannot complete the program for which leave was granted, it is his/her responsibility to notify the superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements to reimburse the Board any monies paid to him/her or on his/her behalf.
- (e) **Tenure Status on Return From Leave**--A unit member who is on tenure at the time leave for teaching in a teacher training college or university is granted shall continue in the tenure status he/she held at the time leave was granted.

H. Child Care/Adoption Leave

- 1. Any unit member who will become an adoptive parent or who wishes leave for the purpose of caring for their child may be granted an unpaid leave of absence not to exceed 18 months. Such leave shall be renewable at the request of the unit member for an additional period not to exceed eighteen (18) months.
- 2. When the leave is of short duration and not longer than 40 consecutive duty days, a substitute may be employed and the position held for the return of the unit member. Use MCPS Form 430-1 for short-term leave.
- 3. Unit members wishing leave in excess of 40 consecutive duty days for a period not to exceed 18 months must use MCPS Form 430-9 for long-term child care/adoption leave without salary. The unit members' positions will not be held for their return.
- 4. Unit members who are eligible for annual leave will be allowed to use any earned leave in their accounts after approval by the principal or appropriate official. The 40-day or 18-month period shall include the period of annual leave if used.

5. As soon as it has been determined that a unit member wishes to use child care/adoption leave, a unit member must notify the principal or other appropriate official in writing at least 30 duty days in advance.
6. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the employee benefit plan will be payable monthly to the Board of Education in accordance with MCPS procedures. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS; or the total of such contributions, plus interest, may be paid at the time of return from leave in accordance with MCPS procedures.
7. In order to return from child care/adoption leave, the unit member shall submit a request in writing to the director of personnel services at least one month before the date the employee desires to be reassigned. If a unit member is offered an assignment for which he/she is qualified and the assignment is refused, the unit member will have to resign or be terminated.

I. Military Leave (Section 6-205 of the Annotated Code of the Public General Laws of Maryland, Education) [Volume]

1. Military Leave of Absence

- (a) **Approval**--A unit member entering military service may upon written application and with the approval of the superintendent, be granted leave of absence without pay for one period of service and in accordance with the state regulations referred to above. A copy of the military orders must accompany the request for leave. This leave applies to individuals who are drafted or who volunteer for service for one period of enlistment.
- (b) **Return From Military Leave**--A unit member granted military leave of absence shall retain the right to be placed in the same or similar position upon return from leave, subject to the following:
 - (1) The employee has completed any required period of probation prior to entering the armed forces and his/her separation from the armed forces was under conditions other than a dishonorable discharge.
 - (2) He/she makes application within ninety (90) days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within ninety (90) days after the termination of his/her first period of enlistment in case he/she has voluntarily entered for reinstatement by the Board of Education.
 - (3) He/she makes application for reinstatement within ninety (90) days from the date of separation from such service or within ninety (90) days after discharge from a hospital, provided such hospitalization is directly connected with, related to, and immediately follows

his/her separation from the armed forces, and the period of hospitalization does not extend beyond a year from the date of such separation.

Any employee qualifying for reinstatement under this provision shall be entitled to start at the salary and rate of earnings for leave which he/she would have received if he/she had remained continuously in the Board of Education's service.

If he/she is not qualified to perform the duties of his/her prior position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the employ of the Board of Education, he/she shall be reemployed in such comparable position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay rate, or the nearest approximation thereof consistent with the circumstances of his/her case.

- (c) Retirement--The unit member, upon reinstatement, shall submit to the MCPS Retirement System an official verification of the length of military service.

2. **Military Leave for Training Purposes (COMAR 13.A.07.02.03 of The Annotated Code, Education [Volume]**

- (a) **Eligibility**--A unit member who is a member of the National Guard or of the U. S. Armed Forces Reserves and who is required by the laws of the United States or of Maryland to report for a training period, shall be eligible for a grant of military leave for training purposes not to exceed fifteen (15) calendar days per school year.
- (b) **Application Procedure**--Application for military leave for training purposes shall be made in advance, immediately upon receipt from the appropriate military authorities of official notice to report. A copy of the official orders must accompany the application for leave, which must be approved by the appropriate official and the superintendent. When possible, military leave for unit members with less than twelve (12) months of responsibility shall be arranged during nonduty periods. The superintendent may request a change in military orders when it seems to be in the best interest of the school system.
- (c) **Pay Status During Leave**--All unit members who are members of the organized militia or of the Army, Navy, Air Force or Marine Corps Reserves shall be entitled to leave of absence without loss of pay on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of Maryland or of the United States, during such time as they are on inactive duty training, for not more than fifteen days annually; provided, however, if any members of the organized militia are ordered to active duty under authority of the

governor, they shall be entitled to leave of absence without loss of pay for such time they actually serve under such active duty orders in addition to the fifteen-day period specified above.

J. Salary and Leave Benefits for Conscientious Objectors

1. There are two classes of conscientious objectors:
 - (a) Class 1-0 who does not enter the military service but fulfills his/her selective service obligation by working for 24 months in an institution approved by the state in which he/she resides, and who is not entitled to veterans' benefits, and
 - (b) Class 1-A-0 who enters the armed services but does not bear arms, is subjected to the same hazards as the regular serviceperson, and, upon discharge, is entitled to all veterans' benefits.
2. Unit members who are conscientious objectors and who are Class 1-0 shall not be given credit on the salary schedule for this type of service at the time of employment.
3. A unit member who is Class 1-0, who is drafted and enters this type of program shall be given Leave for Unusual and Imperative Reasons, and upon release from his/her obligation shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time his/her leave began. Unit members who are conscientious objectors and who are Class 1-A-0 shall be entitled to all provisions of the salary plan and military leave policies.

K. Leave for Family Bereavement

A unit member shall be allowed a maximum of four (4) days of absence without loss of salary upon the death of a child, parent (natural, foster or in-law), brother, sister, husband, wife, or of anyone who has lived regularly in his/her household. A unit member shall be allowed a maximum of two (2) duty days of absence without loss of salary upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or spouse's grandparent. In the event of unusual travel or personal obligations in connection with the use of bereavement leave, additional leave days may be granted by the appropriate official.

L. Political Leave

Leaves of absence for political activity without salary, including candidacy for political office or holding public office, shall be arranged with the following rules:

1. Unit members engaging in political activity shall make it clear that their utterances and actions are theirs as individuals.
2. Leaves of absence shall be requested in writing.
3. Leaves of absences for campaigning and holding office may be arranged for a definite period. If the candidate is not elected, he/she shall be returned to his/her position immediately.

4. Leave may include voter-registration, election-day duties, or other political responsibilities.

M. Civil Leave for Juror or Witness Service

Upon approval of the superintendent, a unit member who is subpoenaed as a witness in a civil or criminal case, or is called and serves on a jury, may be granted paid leave for that period of time he/she is unable to report to work. Application for leave must be made in advance and submitted with a copy of the subpoena. The unit member shall transmit any monies received from such assignment other than those used for personal expense (e.g. travel) to the Board of Education.

N. Compensatory Leave

Unit members shall not earn or be granted compensatory leave.

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

When schools are closed because of inclement weather or other emergency reasons, all unit members on salary grades A-D are automatically granted emergency leave. In school years when there are more emergency days lost than permitted by the school calendar, those excess days must be made up at times specified by the superintendent. All unit members on salary grades F to I are expected to report for duty when schools are closed, or take annual leave, unless the superintendent has announced that the central office is closed.

P. Leave for School Principals

When principals are on leave at any time, a certificated staff member is to be designated, in writing, as acting principal. When feasible, the designation is to be made by the principal, and the principal must notify the appropriate official of the name of the staff member designated. In other instances, the designation will be made by the appropriate official.

Q. Leave for Unusual or Imperative Reasons

Unit members may be granted leave by the superintendent for unusual or imperative reasons at no loss of pay, at loss of full pay, or at loss of substitute pay, when no other leave is applicable. Approval must be secured before the absence occurs.

R. Personal Leave

1. All unit members may be granted up to three (3) days per year for personal leave. A written request for the intended absence shall be submitted to the principal or appropriate official at least one (1) day prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Personal leave, if granted, must be used only to conduct personal business of a nature that cannot be scheduled on any nonduty day. Personal leave will be granted only when the immediate supervisor determines that adequate provisions for continuing the school program can be made. In cases of emergency, the appropriate school official shall be notified prior to the start of the duty day to be taken off.

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

- (a) Requests for personal leave shall be made in writing.
- (b) Leave immediately before or after a holiday, vacation, or staff development may be requested for reason from the school principal or appropriate official.
- (c) The personal leave shall not be cumulative. However, unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

S. General

Except in those cases where the superintendent has the right to grant the leave, the superintendent shall have the right to recommend to the Board of Education that a leave of absence be granted with loss of substitute pay, without pay, or with pay, or to recommend that the leave be denied.

**ARTICLE 20
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT**

- A. The Board and the Association agree that it is to their mutual interest to encourage the professional development of all unit members. To that end, the parties agree to continue the Professional Development and Educational Improvement Committee composed of six members appointed by the Association and six members appointed by the superintendent. At least two of the six members appointed by MCEA and two of the six members appointed by the superintendent shall be new to the committee. MCPS shall provide professional leave to the MCEA members of the committee for the ten (10) scheduled meetings. Voting members of the committee will serve three-year terms. No member completing a full term will be eligible for reappointment within three years. The director of staff development or designee will be a permanent, nonvoting ex-officio member of the committee. The chairperson and the recorder for the committee will be elected by the committee from the voting members of the committee. The PDEI Committee shall have the following responsibilities:
- 1. To review the progress of MCPS staff development activities involving unit members and make recommendations as appropriate.
 - 2. To study preservice teacher education programs in teacher education institutions and preservice teacher education practices and policies in MCPS and make recommendations as appropriate.
 - 3. To study the certification regulations for the State of Maryland and make recommendations for improvement of those regulations.
 - 4. To consider and to recommend new programs to promote the professional growth and competence of unit members.

5. Review and make recommendations for training for curriculum changes.
6. Review and make recommendations for new in-service courses.

All recommendations of the PDEI Committee shall be sent to MCEA and the superintendent of schools.

- B. When the Board or superintendent requires a unit member to take specific training which is neither required for renewal of his/her certificate nor results in salary improvement nor can be applied to an advanced degree program, the Board will pay for all costs in excess of the normal expenditures that a unit member might have incurred if the training were not undergone. Such costs will be determined by the superintendent upon the recommendation of the PDEI Committee.
- C. For the term of this Agreement, the Board agrees to budget funds for the purchase of books, equipment, and other educational resource materials it determines to be necessary for use by the professional staff at a level not less than the dollar level included in the FY 1990 approved operating budget plus 10 percent (10%). The PDEI Committee shall be consulted for recommendations. The Board will continue to provide help in processing unit member requests for in-service materials and for extending the hours of the professional library.
- D. The Board encourages school staffs to develop community support for a program of released time for school-based unit members to be used for improving instruction. The Board also encourages community involvement in the development of instructional improvement programs. Area staff, supervisors, and principals will work with school-based unit members to plan, develop, and execute programs designed to achieve these goals.
- E. Participation by supervising unit members in the training of student teachers shall be voluntary and shall be based on criteria established by the Department of Staff Development. Student teaching assignments, programs, and work schedules will be submitted to the principal and the supervising unit member for final approval before the beginning of the semester in which the student teaching is to take place. The Board shall support a systematic program of training for those unit members who wish to train personnel from approved teacher training programs in accredited institutions.
- F. Since the Department of Personnel Services administers the credit granting authority for salary placement, appeals from this authority should be provided. A special appeals board shall be established composed of three members appointed by the superintendent from Board staff, other than staff of the Department of Personnel Services, and three members appointed by the Association. The appeals board will receive appeals from the credit granting authority and recommend dispositions to the Office of the superintendent of Schools which will make the final decision. Annually, on or before May 1, the appeals board will review the criteria employed in granting of credit and report its findings to the PDEI Committee. Members of the appeals board will serve for two (2) years with new members appointed each year.

- G. The Board agrees to budget not less than the dollar level included in the FY 1990 approved operating budget for the following staff development activities:
1. To provide substitute leave bank funds to be used in conjunction with local staff development projects;
 2. To provide the staff development materials and equipment to be used specifically to support local school, area, and county staff development activities and programs, including the training of staff development leadership;
 3. To provide instructional support for MCPS developed in-service credit courses including teacher competency courses during the fiscal year;
 4. To provide financial support for MCPS developed noncredit in-service activities for unit members such as conferences, workshops, skill modules, and similar activities;
 5. To provide for the refinement of existing teacher competency courses and for the development of new teacher competency courses;
 6. To provide for the assessment of the effectiveness of selected in-service courses and programs.
- H. The Board agrees to budget \$200,000 to support a tuition reimbursement program for full-time and part-time unit members who work in a school or are school-based specialists or itinerant specialists with the following conditions:
1. Eligible unit members as described above may request 50% tuition reimbursement for graduate university and college courses approved by the Department of Staff Development at least two weeks prior to the beginning of the course.
 2. Reimbursement shall be for courses that will enable unit members to continue their professional development and to maintain or increase their skills as education professionals in their employment with Montgomery County Public Schools. Reimbursement for methods courses shall be made under the following circumstances:
 - a. The methods course is not offered within the in-service program; or
 - b. The methods course is offered within the in-service program, but the unit member has applied for and been denied admission.
 3. The unit member must achieve a grade of "B" or better. Documentation must be submitted (report card) within sixty days of the end of the course.
 4. Reimbursement shall cover actual tuition only and not the cost of books or other materials.

5. Reimbursement shall be for 50% of the cost of tuition up to a maximum of nine hours credit per fiscal year for graduate courses not currently offered by the in-service program.
- I. For the second year of this Agreement, the Board agrees to budget \$210,000 for the tuition reimbursement program.

**ARTICLE 21
PROTECTION OF UNIT MEMBERS,
STUDENTS, AND PROPERTY**

- A. The right of individuals to protect themselves and others consistent with the law shall not be denied to unit members as a condition of their employment.
- B. The Board will take precautions to prevent theft, damage, and/or other types of vandalism on Board property. All unit members have the responsibility to develop in students habits of good citizenship and good behavior. All unit members share responsibility to work with students to reduce vandalism.
- C. Unit members shall exercise responsibility for:
 1. Adequate supervision of pupils in all parts of the building during duty hours and during assigned supervision of school-sponsored student activities, reporting and preventing vandalism, willful waste of materials, supplies, utilities, or other school property, and aggression toward any individual.
 2. Supervision of the movement of pupils in the school building and in their activities on the school grounds.
 3. The security of the school and Board property provided for school use, particularly the classroom and its contents, and the conservation of utilities, materials and supplies
- D. The Board will put its full support behind the policies it adopts in matters of discipline, disruptive and/or unauthorized visitors. The Board and the unit members recognize a mutual responsibility for the enforcement of such policies.
- E. Any case of assault on a unit member by other than another unit member shall be promptly reported by the unit member to his/her immediate supervisor. This report will be forwarded to the superintendent or designee who will comply with any reasonable request from the unit member for information in his/her possession relating to the incident or the persons involved.
- F. In cases of assault on a unit member, the provisions of Article 19 (Leaves), Section D (Disability Leave), shall apply.

- G. Where the unit member is charged with personal liability in relation to the duties and responsibilities of his/her assignment as prescribed by the Board of Education, he/she will be protected by the MCPS liability policy (Article 24) and he/she will receive all the legal assistance provided by that policy.
- H. 1. Unit members in every school in the county may intervene in any fight or physical struggle which takes place in their presence in any school building or on the school grounds, between or among students or any other persons. The degree and force of the intervention shall be as reasonably necessary to restore order and to protect the safety of the combatants and surrounding persons.
2. A unit member who incurs injury while thus intervening shall be compensated by the Board for necessary medical expenses resulting directly from the intervention and shall not suffer any loss of compensation for time lost from his/her school duties resulting directly from the intervention, but such compensation shall be reduced by any payments made pursuant to the Worker's Compensation Law.
3. In any suit or claim brought against the unit member because of the intervention, as provided for in Subsection 1 herein, by a parent or other claimant of one of the combatants, the Board shall provide legal counsel for the unit member and shall save him/her harmless from any award or decree against him/her.

**ARTICLE 22
MAINTENANCE OF CLASSROOM
CONTROL AND DISCIPLINE**

- A. The Association and the Board, cognizant that classroom control is an essential element of an effective learning climate and that control in the classroom has a direct relation to the quality of instruction, agree that the primary responsibility for pupil conduct rests with the classroom teacher. It is the joint responsibility of the Board of Education, the administration, and the classroom teacher to provide educational and curricular offerings that will help motivate the students and meet their educational and emotional needs. When a student requires the attention of the principal, counselor, pupil services employee, physician, or other specialist, the classroom teacher will so inform the principal or designee who will arrange a conference as soon as possible. This conference will include the principal or designee, the classroom teacher, the pupil, and an appropriate specialist, where feasible, to discuss the problem and to explore possible steps to resolve it.
- B. The classroom teacher-student relationship is the key to changing behavior before a serious problem develops. Therefore, a classroom teacher may retain a student after school on the same day that an incident occurs if the classroom teacher notifies his/her parent or guardian by telephone or other means and obtains permission. If permission is not obtained, the student will normally fulfill his/her obligation to meet after school with his/her classroom teacher the following school day.

- C. When a student's behavior seriously disrupts the instructional program to the detriment of other students, the classroom teacher may temporarily remove him/her from class and refer the student to the principal or designee. Prior to readmission, the principal or designee will be responsible for working with the situation. If the principal, after consultation with the classroom teacher, determines that it is necessary, he/she will arrange, as soon as possible, a conference among himself/herself or designee, the teacher and possibly appropriate specialists to discuss the problem and to explore steps to resolve it. If mutually satisfactory steps do not result from this conference, the principal may, after consultation with the classroom teacher, schedule another conference involving the parent(s), area associate superintendent, and/or a member of pupil services. After consultation with the teacher, the principal or designee will determine when the student will return to class.
- D. Physical restraint may be used by a teacher in an extraordinary case of breach of discipline to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. The teacher shall inform the principal at once of such an action and shall make an accurate, written account of it, within 24 hours, if possible.
- E. The principal shall be responsible to see to it that an appropriate disciplinary procedure is developed for each school building with the total involvement of all members of the faculty and administration. Involvement of students and parents will be utilized in the planning and implementation of such a procedure. Said procedure shall be submitted to the building faculty in question for possible revision prior to its implementation.
- F. The student disciplinary procedure developed by each school shall be evaluated yearly by the staff and appropriate alterations or changes shall be proposed to the total faculty prior to implementation.
- G. 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.
- H. Rooms for students with disciplinary problems of the nature to warrant their removal from class will be staffed in senior high schools by employees of another unit. In mid-level schools and as budget permits, such rooms and staffing will be supplied. In the event of an emergency, unit members will be required to supervise those rooms.
- I. As the budget permits, there shall be a direct communications link from each classroom to the office for reporting crises and getting help. Where such facilities are not immediately practical and possible, effort will be made to progress toward this objective as quickly as possible. Each direct link shall be kept in good working order and shall be appropriately staffed to ensure response to reports of crisis.

**ARTICLE 23
PERSONAL INJURY BENEFITS**

- A. When a unit member is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment as used and defined in worker's compensation, the unit member will be paid his/her full salary, less the amount of any worker's compensation award made for temporary disability due to said injury for the period of such absence. No part of such absence will be charged to the unit member's annual or sick leave.
- B. The Board will reimburse a unit member up to a limit of \$15,000 for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of the unit member's employment except injuries covered by Article 21, Section H.
- C. 1. In the event that a unit member has any clothing or other personal property, with the exception of motor vehicles or their contents, damaged or destroyed as a result of his/her enforcement of school regulations, or in the performance of other school duties, the Board of Education will reimburse the unit member for such loss up to an amount not to exceed \$900. Where a claim for damage or destruction of personal property is based upon the performance of other school duties, reimbursement will not be required if possession of the personal property for which reimbursement is claimed was not reasonable or proper under the circumstances, or if damage or destruction was caused by the negligent or wrongful act of the employee.
2. Damage to a unit member's motor vehicle will be reimbursed up to the level of his/her motor vehicle insurance deductible not to exceed \$100 provided that the unit member can produce the proof that his/her motor vehicle was damaged as a result of his/her enforcement of school regulations.

**ARTICLE 24
INSURANCE AND ANNUITY**

- A. 1. The present Employee Benefit Plan, as contained in the booklet entitled "Your Benefit Plan," (Appendix B) shall be maintained for the life of this agreement and shall not be changed except as may be recommended to the parties by the joint MCEA-MCPS Committees as provided in Paragraphs D and F of this article.
2. For the term of this Agreement, the Board agrees to continue the following plan of shared premium cost for the current employee benefit plan:

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

- B. The Board agrees to continue to carry a comprehensive general liability policy in which employees are named insureds while acting within the scope of their duties with limits of liability at not less than \$1,550,000.
- C. Unit members will be eligible to participate in the currently available tax-deferred annuity plans. The forms for the necessary reduction of annual salaries shall be available at the central office or MCEA's headquarters.
- D. The joint MCEA-MCPS committee for the purpose of reviewing periodically the employee benefit plan shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three members of the committee.
- E. For the first year of this contract, the Board agrees to pay a sum up to the same dollar amount provided under the MCPS plan for all unit members currently enrolled or who shall enroll in a Board of Education-approved qualified prepaid health maintenance organization. New employees may enroll during eligibility periods as set forth in the benefit plan. Transfers between plans will be limited to no more than one (1) time each year at group reopening periods. The contribution rate for health maintenance organizations will be reopened for the second year of this Agreement as provided in Section G of this Article.
- F. 1. The Joint Health Care Cost Containment Committee shall continue for the duration of this Agreement. Such committee shall be composed of three members from each side, including the executive director of MCEA and the Director of Association Relations for MCPS. The committee shall select a health care cost containment firm or firms to recommend and take cost containment measures approved by the committee.

The firm's or firms' objective will be to control costs and thereby the premiums paid by the Board and the teachers. The firm or firms will be asked to look at various cost control techniques, such as mandatory preadmission testing, mandatory outpatient surgery, utilization review, restrictions on weekend and holiday admissions, claims control and administrative cost control.

- 2. In addition, the committee shall do the following:
 - a. The committee shall establish mechanisms, criteria, and procedures to require hospitals, doctors, and other providers of health care services to MCPS employees to measure outcomes of treatment, to demonstrate the quality of their care, and to disclose the cost of such care.
 - b. The committee shall analyze the efficiency of doctors, hospitals, and other providers of medical care services to MCPS employees. For purposes of this article, efficiency means favorable medical outcomes at reasonable cost.
 - c. The committee shall publicize the results of the efficiency analysis so that MCPS employees become more knowledgeable consumers of health care services.

- d. With the objective of providing better care at lower cost, the committee shall explore establishment of a managed health care system in which unit members would participate voluntarily. This system shall include, but not be limited, to a Preferred Provider Option that utilizes the services of doctors, hospitals, and others who have proven to be efficient health care providers. The committee shall also explore the possibility of including in a managed health care system other county employees, and/or employees of other school systems in the Washington metropolitan area.
 - e. The committee shall explore establishment of a Section 125 account designed to give MCPS employees the maximum benefit of pre-tax deductions for health care allowable by law.
- 3. It is not intended that any program undertaken or recommended by the committee will encompass any reduction in basic benefits or increase in employee contributions.
 - 4. It is understood that the committee shall utilize the bid process if required by state law or MCPS regulation to contract for outside services required to assist the committee.
- G. Anything in this Article 24 to the contrary notwithstanding, it is agreed that the issue of the contribution rate for health maintenance organization premium payments will be reopened for negotiations with any modifications to be effective for FY92. Such negotiations will be conducted during FY91, according to the negotiations procedures and schedules set out in this Agreement, subject to any modifications agreed to by the parties.

ARTICLE 25 PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a unit member shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the unit member from properly performing his/her assigned functions during duty hours or violate local, state, national, or common law, or be prejudicial to his/her effectiveness in his/her teaching position.
- B. Religious activity, political activity, martial, or parental status shall not be grounds for discrimination for professional employment or promotion, providing said activities do not violate state, local, national, or common law, or are not prejudicial to the unit member's effectiveness in his/her teaching position. The Board and the Association agree that they will not take any action against any unit member because of his/her participation in religious, political, or teacher organization activities conducted outside duty hours and off school property.
- C. Each unit member recognizes and accepts his/her obligation to support the goals of education and to foster respect for the heritage of democratic values.

- D. The Board and the Association, believing that academic freedom is basic to the attainment of the educational goals of the Montgomery County Public Schools, agree that:
1. Unit members shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in their courses, particularly in relation to controversial subjects, within such limits as may be imposed by relevance to the course, the level of maturity and the intellectual ability of the students, and the time available. Unit members shall permit freedom of expression on those topics that are matters of opinion so that students may weigh alternate views and make up their own minds. Students shall be encouraged to examine, analyze, evaluate, and synthesize the information available to them before drawing conclusions in order to develop as fully as possible their capacities for rational judgment. Unit members shall strive to promote tolerance for the opinions of others and respect for the right of all individuals to hold and express differing opinions.
 2. A unit member does not have privileged status by virtue of his/her position to make statements that are libelous, slanderous, or that violate the civil rights of others.
 3. A unit member may express his/her own opinions in regard to political, social, and religious values or issues provided that the total presentation is essentially balanced and fair. He/she shall not use his/her professional contacts with students to further his/her own political aims or those of any individual or group.
- E. The Board and MCEA agree that there shall be no discrimination by the Board or MCEA against employees because of race, color, creed, religion, national origin, sex, age, martial status, or because of a physical handicap.
- F. No unit member shall be disciplined without proper cause. If a remedy exists under Article 6, Section 202 of **The Annotated Code, Education [Volume]**, it is understood that actions taken under that article and section are not subject to the grievance and arbitration procedure in Article 3 of this Agreement. For the purpose of this paragraph, discipline shall be defined as including reprimand and warning notices.
- G. Unit members will be suspended with pay when under investigation by the administration. A unit member will be entitled to have an Association representative present when the unit member is to be disciplined.
- H. Unit members who claim administrative harassment, intimidation, and reprisal may seek relief through administrative complaint, and where appropriate, the Department of Human Relations, the Department of Employee Assistance Services, or the Office of Ombudsman.

ARTICLE 26
BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board will budget funds to the superintendent and staff to provide for the purchase of new and/or replacement textbooks, library books, other instructional materials, supplies, and equipment of sufficient quality and quantity to support the instructional program both during the regular school year and in summer school programs.

The Board agrees to submit in its budget request for FY 1991 no less than the dollar amount provided on a per pupil basis in the 1990 budget.

1. Instructional materials and supplies will be funded to maintain the present rate and to provide for increases in rate as needs indicate and as budget funding will allow.
 2. The various programs of instruction supported by the Board will be funded according to purposes and needs.
 3. At the time of initial allocation of the materials of instruction funds, a report to the principals of how these funds are allocated will be provided by the superintendent to the schools.
 4. Summer school materials and supplies shall be funded in addition to the regular school allocation. An additional allocation will be made for summer school laboratory courses.
- B. Distribution of those materials of instruction funds allocated on a per pupil basis shall be based on the projected enrollment for the school year with the final allocation of these funds based on the actual enrollment on September 30.
- C. Unit members using personal funds to purchase materials and/or supplies with the advance approval of their principal or immediate supervisor will be reimbursed for the amount of the purchase upon submission of an appropriate receipt.

ARTICLE 27
DIFFERENTIATED TEACHER RESPONSIBILITY AND
FLEXIBLE STAFF ORGANIZATION

- A. The Association and the Board agree that the concept of differentiated responsibility and flexible staffing is potentially a valuable tool which should be applied more widely in the Montgomery County Public Schools to help keep pace with the needs of children.
- B. The Association and the Board agree that any design for differentiated staffing, to be successful, (1) must meaningfully involve classroom teachers and the local faculties from the initial stages of development through implementation and evaluation, (2) must clearly define roles and responsibilities of certificated and noncertificated personnel, and (3) must

seek the understanding and support of the community during development, implementation, and operation.

- C. The Association and the Board agree that successful implementation of this concept depends upon maintenance of constructive teaching loads.
- D. The Association and the Board urge local school faculties to initiate in-depth studies of the many ramifications of differentiated staffing.
- E. The Association and the Board agree to consider proposals for differentiated pay plans which originate with local school faculties after the school has successfully implemented a differentiated staffing plan for at least two full school years.
- F. Prior to the implementation of any Differentiated Teacher Responsibility and Flexible Staff Organization plan that affects unit members' wages, hours, salaries, and other working conditions, the plan shall be submitted to the parties for negotiation of salary, wages, hours, and other working conditions.
- G. The Board of Education and the Association agree to jointly develop procedures to negotiate any pay plan as noted in F. above. Such negotiation can be scheduled separate from the regular negotiations upon mutual agreement of the parties.

ARTICLE 28 DEDUCTIONS FROM SALARY

- A. As unit members individually and voluntarily authorized the Board, the Board agrees to deduct from the unit members' salaries one single payment periodically to include (1) dues for the Montgomery County Education Association, (2) dues for the Maryland State Teachers Association and the National Education Association, and (3) premiums for the MCEA insurance plans. This authorization for MCEA, MSTA, and NEA dues and/or premiums for the MCEA insurance plans and other miscellaneous assessments will remain in effect until one or more of these deductions are added or dropped as authorized in writing by a unit member and received by MCEA on or before September 10. The amount deducted from a unit member's salary each year will be for the total dues and/or the MCEA insurance premiums as certified by MCEA by authorization form signed by the individual signifying that such deductions shall be at the "current rate."
- B. The Board agrees to transmit the deductions promptly to the Montgomery County Education Association, including a list of names and the amount of each deduction.
- C. MCEA will certify to the Board in writing the current rate of membership dues for the three associations by September 1. Further, the Association agrees to certify in writing the current premiums for the insurance plans for each unit member, using payroll deductions for this purpose at the time he/she enrolls or changes his/her status.

- D. The number of deductions referred to in Section A are to be made during the school year and the amount of each deduction will be as mutually agreed upon by the board and the MCEA. The Board will honor any authorizations for dues deductions and MCEA insurance premiums received after the beginning date of withholding provided, however, that it will deduct the amount only for each remaining pay period and for the number of pay periods that have been agreed to by the board and MCEA. Authorizations for deductions will be honored beginning with whatever pay period the records are open.
- E. The Board will withhold taxes for unit members who live in jurisdictions other than Maryland no later than July 1, 1985.
- F. **Representation Fee**

All unit members hired after August 31, 1984, shall be required to join the Association or to pay a representation fee. All unit members who are members of the MCEA as of September 10, 1984, shall continue their membership in MCEA or pay a representation fee to MCEA. The Memorandum of Understanding controlling the details of this section is Appendix C of this contract.
- G. MCEA shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this article, or in reliance of any list, notice, or assignment furnished under any such provisions, including the representation fee language.

**ARTICLE 29
PART-TIME UNIT MEMBERS**

- A. A part-time unit member shall be compensated at the hourly rate commensurate with the unit member's level of experience and training.
- B. A part-time unit member shall be eligible on a proportional basis for all the benefits enjoyed by a full-time unit member.
- C. Part-time unit members shall be given consideration for full-time employment in any classification that they are qualified for as vacancies develop during the term of this contract.

Part-time unit members who apply for full-time employment will be considered along with other applicants for full-time employment for position vacancies expected to occur at the beginning of a school year. Such part-time unit members will also be considered for open contract for full-time employment at the same time other applicants are considered for open contract.

ARTICLE 30
PROCEDURES FOR REDUCTION IN PROFESSIONAL STAFF

A. Authority/Definition

The Board of Education of Montgomery County retains the right to reduce its force, and its decision on such reduction is not subject to the grievance procedure. However, any action taken under Sections B., C., and D. of this article shall be grievable.

Reduction of professional staff shall mean that the termination of a unit member(s) will occur because of one or more of the following reasons:

1. Decrease in student enrollment
2. Changes in curriculum
3. Decline in subject or grade level enrollment
4. Budget limitations

B. Procedure

In any reduction in personnel within any given field of instruction, the determination of those who are to be released will be in the following order:

1. Unit members holding Class II certificates
2. Non-tenured unit members holding provisional certificates
3. Non-tenured unit members holding regular certificates
4. Tenured unit members

When a reduction in professional staff is necessary, a unit member's length of service in MCPS and quality of job performance will receive equal consideration in determining those individuals who will be terminated. Among additional factors to be considered will be the competency of the teacher as related to the program needs of the school.

For the duration of this contract, seniority will be given additional weight for unit members with six (6) or more years of service with MCPS, unless individuals with demonstrably superior qualifications are available for the positions.

C. Recall

1. Any unit member whose service has been terminated because of the elimination of a position or a reduction in professional staff shall for a period of two (2) years receive priority consideration for reemployment if he/she so desires and if appropriate vacancies develop.
2. In the event that a unit member does not desire at the time of termination to be placed on the list for priority consideration for reemployment, he/she shall receive full payment for all earned unused leave. For those terminated unit members with tenure, they will receive, in addition, one (1) month's salary for each year of creditable MCPS service up to a limit of six (6) month's salary.

- D.** Any unit member who is terminated due to a reduction in force may be placed on leave without pay for the six (6) months immediately following the end of duty and may choose to continue membership in the health benefit plans offered by the Board of Education by paying the full cost of membership in these plans during those six (6) months.

Education by paying the full cost of membership in these plans during those six (6) months.

E. Early Retirement Incentive Plan

The Joint Committee will shall continue to meet to oversee the plan and make additional recommendations to the Board of Education.

- F. The superintendent will attempt to provide a period of retraining for tenured unit members so that they can be placed in positions for which they would not otherwise qualify without such training.

**ARTICLE 31
GENERAL**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or State Board bylaw, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect. Nothing in this Agreement is intended to deny or abrogate any of the powers or responsibilities of the Board of Education and the superintendent that have been assigned to them by any Maryland law or regulation of the State Board of Education.
- B. The Board will amend its written policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.
- C. The MCEA will print copies of the agreement. The Board will distribute a copy to each newly-hired unit member. MCEA will receive one copy of the agreement for each unit member and shall be responsible for distribution to each unit member. The parties will share equally in the cost of printing the agreement. Each party will be given 1000 additional copies of the agreement.
- D. Any written communication to be given by one party to the other under this Agreement will be given by telegram, registered mail, regular mail, or personally receipted mail. If given by the Board, said notice will be sent to the Montgomery County Education Association, 60 West Gude Drive, Rockville, Maryland 20850; and if given by the Association, such notice will be sent to the Board of Education of Montgomery County, 850 Hungerford Drive, Rockville, Maryland 20850. Either party may, by like written notice, change the address at which notice to it may be given.
- E. Any article in this Agreement that is dependent for its fulfillment upon public funds shall be subject to and contingent upon funding by the County Council of Montgomery County or upon subsequent renegotiation as described elsewhere in this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement,

neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- G. The terms of this Agreement shall not be construed in such a way as to prohibit the Board of Education from providing a racially or sexually balanced staff in each building or program or for the purpose of implementing an affirmative action program.

ARTICLE 32 IMPASSE PROCEDURES

- A. Should either party suggest an impasse, the procedures as provided for in Section 6-408 of **The Annotated Code, Education [Volume]** relating to impasse shall be followed.
- B. In the event that the parties are unable to agree upon a third party, the parties agree to submit their impasse to the American Arbitration Association for assistance in the selection of a third party.
- C. If a panel is activated, said panel shall meet together and individually with the parties, and within thirty (30) days render a report setting forth its recommendations for the resolution of the impasse. The parties agree to cooperate with the panel and provide such information and assistance as it may request.
- D. The parties shall have five (5) days to react to the panel's recommendations. If the impasse is not then resolved, either party may make the panel's findings and recommendations public. The panel's findings and recommendations shall be advisory only and not binding on either party.
- E. It is agreed and understood by the parties hereto that this Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Section 6-408 of **The Annotated Code, Education [Volume]**. Said Agreement, if changed by action of the county fiscal authority, shall be submitted to the parties following the funding of the school operating budget by said authority. If renegotiation of said Agreement is required and final ratification is agreed upon by both parties, said final ratification will constitute final execution of this Agreement. It is further understood that when ratified, this Agreement shall be given full force and effect by said parties for the entire term thereof.
- F. If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation prior to the Board of Education rendering the final determination as to all matters which have been the subject of negotiations in accordance with the impasse procedures provided for in Section 6-408 of **The Annotated Code, Education [Volume]**.

**ARTICLE 33
CHILD CARE AND FAMILY ISSUES**

- A. The Board and the Association agree to form a Joint Child Care Committee composed of an equal number of representatives appointed by each party. The committee will be charged with recommending to the superintendent the design and implementation of a child care program for children of MCPS employees. The committee shall present its plan to the parties no later than January 1, 1991.

- B. The Joint Committee shall make recommendations about the following subjects and about any other subject upon which the committee members agree:
 - 1. Who should operate the child care program to be established.
 - 2. What rates should be charged.
 - 3. What child care services should be provided and what hours should these services be provided.
 - 4. What number of spaces shall be available.
 - 5. The method by which children of unit members and children of members of the public will be selected for vacancies if there are more applicants than spaces.
 - 6. The procedures to monitor and evaluate child care services.

- C. The parties anticipate that the committee will need outside consultants and other non-MCPS services to perform its duties. The Board of Education shall pay for such services which the committee deems necessary to carry out its duties up to a maximum of \$25,000.

- D. The objective of establishing child care centers is to provide high quality child care to unit members at low cost.

- E. The Board of Education shall establish, without administrative cost to the unit members, an account to allow unit members to deduct expenditures for child care from taxes to the extent permitted by law.

**ARTICLE 34
DURATION**

This entire Agreement shall be for a two-year period beginning July 1, 1990, and ending June 30, 1992.

Effective July 1, 1990, the professional salary schedule shall be increased by 5 percent.

Effective January 1, 1991, the professional salary schedule for twelve-month employees shall be increased by 2 percent.

Effective January 23, 1991, the professional salary schedule for ten-month employees shall be increased by 2 percent.

Effective the first day of the pay period containing July 1, 1991, the professional salary schedule shall be increased by 6.5 percent.

For the Board:

For the Association:

Robert G. Cooney
Director of Association Relations

Richard M. Bank
Executive Director

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 19th day of June, 1990.

**MONTGOMERY COUNTY
BOARD OF EDUCATION**

**MONTGOMERY COUNTY
EDUCATION ASSOCIATION**

Robert E. Shoenberg
President

Mark Simon
President

**MONTGOMERY COUNTY
PUBLIC SCHOOLS**

Harry Pitt
Superintendent of Schools

SUBSTITUTE TEACHERS PREAMBLE

Pursuant to the passage of Negotiations Law, Sections 6-401(c), 6-407(b), and 6-408(b) of **The Annotated Code of the Public General Laws of Maryland, Education [Volume]** as amended, the Montgomery County Education Association has been recognized by the Board of Education of Montgomery County as the exclusive representative for certificated and noncertificated substitute teachers employed by the Board of Education for at least seven (7) days before March 1 of the school year ending June 30, 1978, such substitute teachers to be included in an existing unit, previously consisting of all certificated professional employees of the Montgomery County school system. Members of the negotiators' group and temporary employees are excluded from any unit. The parties, therefore, agree that pursuant to the above law, their entire understandings are reflected in this Appendix.

DEFINITIONS

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

1. **Unit** -- The body of certificated permanent and conditional professional employees and certificated and noncertificated substitute teachers employed by the Board for at least seven (7) days before March 1 of the school fiscal year ending June 30, 1978, for the initial unit determination and, thereafter, all persons actually employed as substitute teachers.
2. **Negotiations Law** -- Sections 6-401(c), 6-407(b), and 6-408(b) of **The Annotated Code, Education [Volume]**.
3. **Long-Term Substitute Position** -- A long-term substitute unit member is a substitute teacher who works a minimum of ten (10) consecutive workdays in the same assignment for a regular classroom teacher who is on leave or a substitute teacher who fills a vacancy for a minimum of ten (10) consecutive workdays in the same assignment. Any break in service will end the long-term status except that a substitute unit member may be absent up to two (2) consecutive duty days for illness certified by a doctor without returning the substitute unit member to short-term status.
4. **Short-Term Substitute Position** -- A short-term substitute unit member is anyone who works less than eleven (11) consecutive workdays in the same assignment on a day-to-day basis.

ARTICLE 1 RECOGNITION

The Recognition Article in the Basic Agreement shall apply and shall also be deemed to cover all noncertificated and certificated substitute teacher employees of the Montgomery County school system with regard to all matters relating to salary, wages, hours, and other working conditions.

ARTICLE 2 INSURANCE

The Board agrees that the benefits contained in Article 24, Sections B and D, and Article 23 as proposed by MCPS of the Basic Agreement shall apply to substitute teachers.

ARTICLE 3 SALARIES

- A. The rate of pay for short-term substitute teachers will be \$79.55 per day. A substitute who is employed to replace a unit member who is a less than full-time unit member shall be paid the same percentage of the rate of pay for a short-term substitute teacher. A short-term substitute unit member will receive a minimum of one-half of the short-term substitute daily rate of pay when the unit member substitutes for a teacher whose regular schedule is full time.
- B. The rate of pay for long-term substitute teachers will be \$106.87 per day. A substitute who is employed to replace a unit member who is a less than full-time unit member shall be paid the same percentage of the rate of pay for a long-term substitute teacher.
- C. Each substitute teacher will be paid on the payday two weeks following the end of the pay period.
- D. If two short-term substitute teachers are called to report for the same regular classroom teacher, and do so, the principal shall assign one to the absent classroom teacher's duties and the other to other duties which may include assignment to another school. The substitute teacher who is not assigned to the absent classroom teacher's duties may decide not to work and, therefore, will receive no wages of any kind for that day.
- E. Substitute teachers shall be eligible for participation in the Outdoor Education program if selected by the principal.

ARTICLE 4 WORK HOURS AND WORK LOAD

- A. Each substitute unit member will perform all the duties and have all the responsibilities during the normal workday of the school-based unit member for whom he/she is substituting or the duties and responsibilities necessary to fill the vacant position as determined by the principal. For a school-based position held by other than a unit member who teaches regularly in a classroom, no substitute unit member shall report for work without prior written authorization from the area associate superintendent to the principal or designee in each event.
- B. Each substitute unit member will work the same number of normal hours worked by the unit member who is on leave or the scheduled number of hours for the vacant position. Starting and dismissal times shall be assigned by the principal.

- C. Effective July 1, 1982, each substitute unit member shall receive an informational packet relevant to the operation of the specific school to which he/she has been assigned. This packet will be returned by the substitute unit member when the assignment terminates.
- D. A long-term substitute unit member will be granted emergency leave when schools are closed because of inclement weather or other emergency reasons.

ARTICLE 5 DURATION

This addendum will be for a two-year period beginning July 1, 1990, and ending June 30, 1992.

Effective January 23, 1991, the rate of pay for short-term substitute teachers will be \$81.15 and for long-term substitute teachers will be \$109.01 per day.

Effective July 1, 1991, the rate of pay for short-term substitute teachers will be \$86.43, and for long-term substitute teachers will be \$116.10 per day.

ARTICLE 6 In-Service

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

SUPPLEMENT

School Board Authority; Article 2, Negotiation Procedure; Article 3, Grievance Procedure; Article 4 MCEA-Administration Liaison Committee; Article 9, Mileage; Article 18, Association Rights and Privileges; Article 21, Protection of Unit Members, Students and Property; Article 22, Maintenance of Classroom Control and Discipline; Article 25, Personal and Academic Freedom; and Article 31, General, of the Basic Agreement shall apply herein.

**APPENDIX A
FINAL REPORT
OF
MCEA/MCPS ADVISORY COMMITTEE
ON
VOLUNTARY AND INVOLUNTARY TRANSFERS
RETURNING FROM LEAVE
REDUCTIONS IN FORCE
MARCH 31, 1983**

This report is the product of a joint MCEA/MCPS committee which was established in the 1982 round of contract negotiations. The report, which was approved by the Superintendent and the Board of Education on March 31, 1983, was first incorporated into the MCEA/MCPS Agreement effective September 1, 1984.

A. Voluntary Transfers

1. Voluntary transfer policies are described in Article 11 of the MCEA/MCPS contract.
2. The Division of Staffing will compile a list of all voluntary transferees and distribute the list to all appropriate associate superintendents and principals/program administrators.
3. Voluntary transfers will continue to be processed in conjunction with the assignment of involuntary transfers and employees returning from leave until July 1. After that date, no voluntary transfers will be allowed if there are involuntary transfer or leave employees to be assigned. Exceptions to this rule will be allowed only if there are no unit members involuntarily transferred or returning from leave. Those unit members who have not requested voluntary transfers through the officially approved procedure will be disapproved.
4. Normally, no voluntary transfers will be allowed after August 15. Until August 15, unit members approved for voluntary transfer shall have priority over new hires for filling vacancies. The appropriate associate superintendent will closely monitor transfers in cooperation with the Division of Staffing.

B. Returning From Leave

1. Unit members returning from leave will fill out a Returning From Leave Preference for Reassignment form supplied by and returned to the Division of Staffing.
2. In order to match unit members with appropriate vacancies, subject coordinators/supervisors may be asked to provide information and make recommendations about the reassignment of unit members returning from leave.

3. Normally, unit members returning from leave will be reassigned to the school or office which they left if an appropriate vacancy occurs in the school or office.

C. Involuntary Transfers

1. Involuntary transfer policies are described in Article 12 of the MCEA/MCPS contract.
2. Unit members involuntarily transferred from closing schools will meet with a representative of the Department of Personnel Services and given a Preference for Reassignment form which the unit member will submit to the Division of Staffing. All other unit members involuntarily transferred will be notified in person by the appropriate associate superintendent or designee and given a Preference for Reassignment form which the unit member will submit to the Division of Staffing.
3. A list of involuntarily transferred unit members who must be reassigned will be compiled by the Division of Staffing. This list will be provided to all appropriate associate superintendents who also inform principals in their respective areas of the unit members for whom a new assignment must be arranged. It is the responsibility of the appropriate associate superintendent(s) to ensure that a suitable assignment will be arranged for those unit members being reassigned. As vacancies develop, principals shall contact the Division of Staffing, review the lists of unit members needing placement and their Preference for Reassignment forms, and arrange interviews with individuals who meet the needs of the particular school.
4. Appropriate associate superintendents, acting on the advice of principals, must make every effort to identify staff to be involuntarily transferred as early as possible. Normally, unit members being affected will be identified no later than two weeks after the final allocation is received by the respective area and/or school (approximately May 25). Two allocations are given -- a tentative and the final. Some unit members to be involuntarily transferred may be identified when the tentative allocation is given. If this is done, the process of reassignment can be expedited.
5. When involuntary transfers are necessary, efforts will be made by the principal and appropriate associate superintendent to allow unit members to voluntarily place themselves on the involuntary transfer list.
6. An article will appear in the MCPS Bulletin late in May regarding the status of unit members being involuntarily transferred and returning from leave and the procedure used to reassign them. Information will also be presented in the MCPS Bulletin regarding the procedure for retirement.
7. Each area will hold a meeting, prior to the last day of school in June, to allow unit members being involuntarily transferred the opportunity to discuss the ramifications of being involuntarily transferred and the procedure and

- opportunities for reassignment. This meeting will be held within the area; personnel staff will be in attendance to assist area administrators with the presentation.
8. Working with principals in their areas and the staff in the Division of Staffing, appropriate associate superintendents are responsible for the reassignment of unit members being involuntarily transferred within their areas.
 9. Staffing specialists in the Division of Staffing work cooperatively with the appropriate associate superintendents and principals in filling vacancies and assist unit members in arranging new assignments. Unit members are asked to contact staffing specialists to discuss additional questions or problems that might arise.
 10. The Division of Staffing will also provide the appropriate associate superintendents with a complete weekly list of vacancies and also refer unit members to principals as vacancies occur. This list will be available for review in the schools, area offices, and the central office. It should be noted that the vacancy list is the mechanism by which the Division of Staffing records vacancies that develop and, as such, simply reflects vacancies that exist on the date the list was compiled. Since positions are filled daily, the weekly list does not present an accurate list of vacancies beyond the date of publication.
 11. If all unit members being involuntarily transferred and returning from leave are not reassigned by the end of the first full week of June, the Division of Staffing will meet each week with the deputy superintendent and the appropriate associate superintendents to arrange administrative assignments until all unit members are reassigned. This process may continue through the month of August.
 12. Every effort will be made to fill vacancies within one week if unit members being involuntarily transferred or returning from leave are available. Vacancies will not be held or frozen because a principal or administrator is on leave. An administrator at the school or appropriate associate superintendent or designee will take action to fill the vacant position. If not, the Division of Staffing will recommend to the appropriate associate superintendent a unit member being involuntarily transferred, returning from leave, or a new hire to fill the position.
 13. Individual unit members seeking a change in their employment status, i.e., part time to full time, may not do so until all full-time involuntarily transferred and returning from leave unit members in their teaching fields have been reassigned. In any case, the needs of the school system prevail and part-time unit members must be willing to accept full-time positions if no part-time positions are available, take up to one (1) semester of Unusual or Imperative leave without pay, or terminate their service with MCPS.
 14. Bona fide educational needs must be considered before full-time unit members are permitted to become part-time unit members. If no full-time positions are

available, full-time teachers returning from leave may accept a part-time position (see page 78 for letter of request), take up to one (1) semester of Unusual or Imperative leave without pay, or terminate their service with MCPS.

15. No new unit members within any given field of instruction or classification will be employed for specific assignments until all unit members being involuntarily transferred and returning from leave in that category are reassigned.
16. Any unit member who might need to be involuntarily transferred will be reassigned to his/her same position if an appropriate vacancy occurs at a later date. The unit member who has been involuntarily transferred should, however, have the option of determining whether he/she is to be reassigned to the original school if he/she has already been assigned to another position. No changes will be made if the vacancy occurs after August 15, unless the two participating associate superintendents, principals, and the teacher agree to the change.
17. Principals will notify the Division of Staffing and area office as soon as they have determined whom they will request for a given vacancy.
18. The balanced staffing policy must continue to be considered. In specific situations, vacancies may remain open for a period in an attempt to find an appropriate unit member.

D. Additional Procedures to be Followed for Transfer of Staff From Schools That Are Closing

1. Immediately following the board decision to close a school, a representative from the Division of Staffing shall contact the appropriate associate superintendent to arrange a meeting with all the staff of the school. The appropriate associate superintendent and representatives from the Division of Staffing then meet with the total staff to discuss transfer procedures shortly after the decision has been made to close the school. Thereafter, if the school is not closing in that school year, another meeting will be held in the spring of the year in which the school actually closes.
2. Personnel representatives shall also schedule individual conferences with those unit members who have requested such a conference to discuss at mutually agreeable times such matters as certification and transfer.
3. Before filling any vacancies in a receiving school, the principal from the designated receiving school will arrange to interview all teachers from the designated closing school who express a preference to follow students to the receiving school.
4. In filling any vacancies in a receiving school, the principal will consider the following significant factors: certification, length of service in MCPS, area(s) of competence, major or minor field of study, and whether the unit member would

follow the students to the receiving school. Where more than one applicant is acceptable to the principal, the opportunity to follow students to the receiving school will receive additional consideration.

5. School-based Unit Members in Positions with Contractually Guaranteed EYE
 - a. Vacancies occurring in such positions in closing schools will be filled on an acting/temporary basis with candidates from either inside or outside the school using the normal process for filling such vacancies.
 - b. For a two-year period, beginning July 1, 1982, and ending June 30, 1984, such vacancies in all schools will be filled on an acting/temporary basis unless filled by a person already in the job class or in the "pool" described.
 - c. Any unit member who has satisfactory evaluations and is in such a position in a closed school or who is involuntarily transferred will be placed in a "pool." As future openings in the job class occur, the principal having the opening must consider persons from the "pool," leave returnees who have been in that job class, or voluntary transfers currently in that job class.
 - d. The principal must hold interviews from among those eligible after considering the specific qualifications needed to fill the position. If, because of program needs, the principal is unable to identify someone from the "pool," a leave returnee or a voluntary transferee to fill the position, the principal may, with the approval of the appropriate associate superintendent and director of personnel services, assign an acting person to the position until the end of the school year.
 - e. Those positions being filled on an acting basis will be readvertised yearly and filled by someone from the "pool," leave returnee, or voluntary transferee. This process will continue until all members of the "pool" have been assigned. Requests to extend an acting assignment beyond one year must be approved by the deputy superintendent.
 - f. Employees in an acting capacity are guaranteed EYE days and stipends as stipulated for the position.
 - g. These employees will be reinstated to their former school and position if they assume an acting assignment after January 1. All other employees in acting capacities prior to January 1 will be involuntarily transferred to appropriate vacancies as they develop.
 - h. Applicants may request from the Division of Staffing an explanation of why they were not selected for the position

- i. If a unit member in the "pool" or currently holding such a position refuses to be interviewed or turns down a position that is offered, he/she will no longer be considered in the "pool."
 - j. Any unit member in such a position whose school is closing and is not assigned by the date the school is closed, will be guaranteed his/her "normal" EYE days for that summer and will have the option of receiving his/her salary differential for one year only while in the "pool," or electing not to receive the differential and being allowed to accept the sponsorship of stipended activities.
 - 6. Voluntary Transfers from Closing Schools [in year(s) prior to actual closing]
 - a. Any unit member of a closing school who is selected for a promotion would be allowed to assume the new responsibilities.
 - b. Unit members of a closing school should be allowed to apply in the usual way for voluntary transfers. Principals and associate superintendents and the Department of Personnel Services should carefully screen transfer requests to assure that the school maintains an outstanding staff in the years leading up to its closure. Voluntary transfers will be permitted only under very carefully scrutinized conditions.
 - 7. Requests for voluntary transfers out of receiving schools will be treated as all other voluntary transfer requests.
- E. Procedures for Termination and Recall of Employees due to reduction in Force
- 1. The reduction-in-force policies are described in Article 30 of the MCEA/MCPS contract.
 - 2. A list will be supplied to MCEA by the Department of Personnel Services which that department will use in reductions in force consistent with the procedures and factors listed in Article 30 of the agreement.
 - 3. The offices of the deputy superintendent, special and alternative education, and personnel services will review the list to determine jointly who will be notified of termination. Termination notices will be hand-delivered to affected unit members by a personnel representative who will explain the reduction-in-force and recall procedures.
 - 4. A Preference for Reassignment form will be completed for each terminated unit member to assist in the recall and reassignment process.
 - 5. Information sessions to discuss two-year priority consideration for reemployment and other fringe benefits due terminated unit members will be arranged by the

Division of Staffing. Unit members will also be informed to keep in close contact with a specific personnel representative.

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

F. Procedures for Resignation

1. A unit member wishing to terminate employment, or vacate his/her position, must give 30 days' written notice to the Department of Personnel Services on or before July 15. Except in cases of emergency, resignations with less than proper notice will be considered a breach of contract.
 - a. Any unit members resigning with less than 30 days' notice on or before July 15, or who resign after July 15, will be required to have a conference with either the director of the Department of Personnel Services or the Director of the Division of Staffing regarding their resignation.
 - b. The use of the termination request form (MCPS 480-4) will be required. (These forms can be ordered from the warehouse.)
 - c. An announcement will be placed in the MCPS Bulletin regarding the 30-day notice requirement in late May. In addition, notification will be included in a salary check in June for unit members.
 - d. Discussions of the 30-day termination notice requirement will be held by appropriate associate superintendents and principals in area meetings prior to May 31.
 - e. The Division of Staffing will monitor the receipt of resignations. If it is determined that any unit member has withheld submitting a resignation or any principal has advised a unit member to withhold resignation, the director of the Division of Staffing will confer with the principal and appropriate associate superintendent regarding the matter.
2. Unit members planning to retire should contact the retirement counselor in the Division of Insurance and Retirement as early as possible.

Professional Preference for Reassignment

Department of Personnel Services
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

PROFESSIONAL PREFERENCE FOR REASSIGNMENT

Name _____ Soc. Sec. No. _____

Current Position _____ School _____

LOCATION PREFERENCE

Please rank your preferences numerically.

Area 1 _____

Area 2 _____

Area 3 _____

Area 4 _____

Sp Ed Facility _____

Central Office _____

EMPLOYMENT STATUS

Current Prefer

Full Time _____

Part Time _____

CERTIFICATION / AREAS OF INTEREST / GRADE LEVELS

Field(s) of certification _____

Please indicate your area of interest/grade levels within your field of certification.

K (102) _____ 5 (107) _____ Spec. Ed. (283) _____

1 (103) _____ 6 (108) _____ Art (401) _____

2 (104) _____ Middle (122) _____ Music (441) _____

3 (105) _____ Inter. (121) _____ Phys. Ed. (451) _____

4 (106) _____ Senior (124) _____ Other _____

If you have an interest in extracurricular activities, please list:

Comments:

Signature _____ Date _____

Director of Staffing
Montgomery County Public Schools
850 Hungerford Drive
Rockville, Maryland 20850

Dear

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

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

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

Recognizing fully the conditions as stated above, I hereby accept

a _____ position at _____.

Signature _____

Date _____

APPENDIX B
YOUR BENEFIT PLAN

The current health insurance plan contained in the booklet, "Your Benefit Plan," as amended by agreement of the parties, shall be incorporated as Appendix B of the Agreement.

The revised "Your Benefit Plan" booklet shall be distributed to all unit members during the open enrollment period.

APPENDIX C
MEMORANDUM OF UNDERSTANDING
REGARDING IMPLEMENTATION OF
ARTICLE 28.F OF COLLECTIVE BARGAINING
AGREEMENT BETWEEN
MONTGOMERY COUNTY EDUCATION ASSOCIATION
AND MONTGOMERY COUNTY PUBLIC SCHOOLS

The Montgomery County Education Association ("MCEA") and the Montgomery County Public Schools ("MCPS") are parties to a collective bargaining agreement, effective July 1, 1987 ("Agreement"). Set forth below is the understanding of the parties with regard to the implementation of Article 28.F (i.e., the representation fee provision) of the Agreement.

1. (a) Prior to October 1 of each year, MCEA will notify MCPS in writing of the amount of the representation fee to be charged to unit members for that contract year under Article 28.F of the Agreement.

(b) Pursuant to Section 6-407 (c) (2) of the Maryland Education Code, the representation fee "may not exceed the annual dues of the members of the organization." Such members' annual dues include payments earmarked for MCEA and its state and national parent organizations, the Maryland State Teachers Association ("MSTA") and the National Education Association ("NEA"), respectively, and the representation fee will be determined with respect to this three-tiered structure.
2. Prior to October 1 of each contract year, MCEA will determine the percentage of its members' dues, as defined in paragraph 1 above, that represents the cost of "negotiations, contract administration, including grievances, and other activities" as are required under Section 6-407 (b) of the Act. (Section 6-407) (c) (1). MCEA will base this determination on a review of financial records and other documents describing MCEA's activities and will be guided by the language of the Act, the United States Supreme Court decisions in Ellis v. BRAC and Aboud v. Detroit Board of Education, and other relevant federal and state court decision. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, other activities not germane to collective bargaining, or benefits or activities available to or benefits only MCEA members (e.g., member-only insurance programs).
3. Promptly after notifying MCPS of the amount of the representation fee pursuant to Paragraph 1 above, MCEA will send a written communication to each employee in the unit who is required to pay such a fee under Article 28.F of the Agreement. This communication will inform the employee, inter alia:
 - (a) of his or her obligation under Article 28.F and this Memorandum of Understanding to pay a representation fee to MCEA;

(b) of the amount of the representation fee and the manner in which it was determined;

(c) of his or her option to pay the representation fee directly to MCEA or to execute a payroll deduction form authorizing MCPS to deduct the fee from his or her salary. The mechanics for the deduction of representation fees and the transmission of such fees to MCEA will, as nearly as possible, be the same as those used for the deduction and transmission of membership dues to MCEA; and

(d) that his or her failure to pay or authorize payment of the representation fee will not affect his or her rights, benefits or status as an employee of MCPS.

4. (a) If an employee who is required to pay a representation fee under Article 28.F of the Agreement is employed in a unit position on a part-time basis or for less than a full contract year, the representation fee for that employee for said contract year will be a pro rata portion of the annual fee, based on the number of days actually worked during said year, rounded to the nearest month.

(b) If the employment of an employee who is required to pay a representation fee under 28.f of the Agreement is terminated (voluntarily or otherwise) before MCEA has received the full amount of the representation fee to which it is entitled, said employee will be liable to MCEA for the unpaid portion of the fee.

5. If an employee who is required to pay a representation fee under Article 28.F of the Agreement fails to do so, MCEA may take appropriate steps--including the commencement of legal action against the employee--to collect the amount in question, MCPS will not be required to terminate a unit member's employment or take disciplinary action against a unit member for failing to pay or authorize payment of a representation fee.

6. Consistent with Section 6-407 (c) (4) of the Maryland Education Code, which is incorporated herein, the obligation to pay a representation fee will not apply to an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this paragraph for an exemption from the obligation to pay a representation fee for any contract year, an employee must:

(a) submit to MCEA and MCPS prior to October 1 of each contract year, or within thirty (30) days after being hired into a unit position, whichever is later, a written statement setting forth the basis of her or her religious belief;

(b) during said contract year pay an amount equal to the representation fee to a nonreligious, nonunion charity or to such other charitable organization as may be agreed upon by said employee and MCEA; and

(c) prior to the end of said contract year furnish to MCEA and MCPS written proof of such payment.

7. Article 28.F of the Agreement will not apply to short-term substitutes as defined in Paragraph 3 of the Definitions Section of the Substitute Teacher Addendum, but will apply to long-term substitutes, as defined in said Addendum, who are hired after August 31, 1984. Promptly after receiving the quarterly list referred to in Paragraph 8 below, MCEA will bill long-term substitutes who are required to pay a representation fee under Article 28.F for a pro-rata portion of the annual fee based on the number of days actually worked during the quarter in question. MCEA will send a written communication to each long-term substitute who is required to pay a representation fee informing the employee of his or her obligation under Article 28.F of the Agreement.
8. Within ten (10) days after the end of each month, beginning with the month during which this Memorandum of Understanding is executed, MCPS will submit to MCEA a list of all employees who were hired into positions during said month. Within ten (10) days after the end of each quarter, beginning with the September through November 1984 quarter, MCPS will submit to MCEA a list of all employees who were employed as long-term substitutes during said quarter. These lists will include the names, job titles, and dates of employment for all such employees.
9. MCEA has agreed to indemnify and save MCPS harmless against, inter alia, any claim arising out of actions taken or not taken by it in regard to the implementation of Article 28.F of the Agreement and this Memorandum of Understanding. MCEA will assume primary responsibility for the defense of any such claim. Counsel for MCPS will be permitted to enter an appearance and will be kept fully apprised of litigation developments by counsel for MCEA, but MCEA will not be responsible for any legal fees MCPS may incur in this regard.

Any dispute between the parties as to the meaning or application of this Memorandum of Understanding will constitute a grievance within the meaning of the grievance procedure in the Agreement.

FOR MCEA:

Richard Bank
Executive Director

Date

FOR MCPS:

Robert G. Cooney,
Director of
Association Relations

Date

APPENDIX D

Grievance Form

Department of Association Relations MONTGOMERY COUNTY PUBLIC SCHOOLS Rockville, Maryland		MCEA GRIEVANCE FORM	
INSTRUCTIONS: Obtain Register Number by calling 279-3511. Submit completed form to your principal or immediate supervisor. See reverse side for additional directions.			
Grievant Name (Print or type)		Association Representative	Register Number
Base School/Location	Phone Number	Section of Agreement Violated	Date of Alleged Violation
Describe alleged violation of Agreement.			
State redress or relief sought			
Grievant (Signature)		Title (If Teacher, give Subject or Grade)	Date
ADMINISTRATIVE REVIEW AND DISPOSITION			
LEVEL I Disposition: <input type="checkbox"/> Denied <input type="checkbox"/> Granted Reason/Explanation:		Rec'd in Office Date & Initial	
		Rec'd by Grievant Date & Initial	
Administrator (Signature)		Title	Date
LEVEL II Disposition: <input type="checkbox"/> Denied <input type="checkbox"/> Granted Reason/Explanation:		MCEA Disposition Date	Rec'd in Office Date & Initial
			Rec'd by MCEA Date & Initial
Administrator (Signature)		Title	Date
LEVEL III Disposition: <input type="checkbox"/> Denied <input type="checkbox"/> Granted Reason/Explanation:		MCEA Disposition Date	Rec'd in Office Date & Initial
			Rec'd by MCEA Date & Initial
Superintendent of Schools (Signature)			Date

MCEA AGREEMENT—Article 3
(See MCPS Regulation GKB-RC)

CALL 279-3511 FOR REGISTER NUMBER

Grievant enters name, section of Agreement violated, date of alleged violation, register number, school, phone number, association representative, description of violation, and remedy requested and signs and dates the form.

LEVEL I

- A. The grievant submits the completed form to his/her principal or immediate supervisor within fifteen (15) school days after the cause thereof has occurred or been discovered. Upon receipt of the written grievance, the principal or immediate supervisor:
 - 1. Initials and dates the form
 - 2. Provides a copy of the grievance to the grievant
- B. Within five (5) school days after receiving the written grievance, the principal or immediate supervisor:
 - 1. Reviews the written complaint
 - 2. Completes the section "Administrative Disposition"
 - 3. Distributes copies of the completed form to MCEA and the Department of Association Relations, keeps one copy for himself/herself, and returns the original form to the grievant.
- C. The grievant completes the appropriate section of the form, acknowledging receipt of the response to the grievance, and provides a copy to the principal or supervisor.

LEVEL II

- A. Upon receipt of the written grievance with the opinion of MCEA, the appropriate administrator:
 - 1. Initials and dates the form
 - 2. Provides a copy of the grievance to MCEA
- B. Within seven (7) school days after receiving the written grievance with the opinion of MCEA, the appropriate administrator:
 - 1. Completes the section "Administrative Disposition"
 - 2. Distributes copies of the completed form to the grievant, Department of Association Relations, principal or immediate supervisor, keeps one copy for himself/herself, and returns the original form to MCEA
- C. MCEA completes the appropriate section of the form, acknowledging receipt of the response to the grievance, and provides a copy to the administrator.

LEVEL III

- A. Upon receipt of the written grievance with the opinion of MCEA, the superintendent:
 - 1. Initials and dates the form
 - 2. Provides a copy of the grievance to MCEA
 - 3. Within seven (7) school days meets with the grievant
- B. Within five (5) school days after the meeting, the superintendent:
 - 1. Completes the section "Administrative Disposition"
 - 2. Returns the original form to MCEA
- C. MCEA completes the appropriate section of the form, acknowledging receipt of the response to the grievance, and returns the original document to the superintendent.
- D. The superintendent distributes copies of the completed form to the aggrieved person, Department of Association Relations, Level II administrator, and principal or immediate supervisor and returns the original document to MCEA.

**APPENDIX E
UNIT COMPOSITION**

Position Code	Title/Teachers	Grade
1097	A & S Teacher	A-D
1010	Alternative Programs Assistant	
1020	Alternative	
1018	Athletic Director	
1057	Auditory Development	
1048	Auditory	
1650	Child Development (Stephen Knolls)	
1001	Classroom (Grades 1-12)	
1171	Co-op Program (CWE)	
1051	Counselor, secondary	
1049	Counselor, elementary	
1041	Diagnostic Prescriptive	
1056	Disadvantaged	
1039	Elementary General Music	
1037	Elementary Physical Education	
1038	Elementary Art	
1040	Elementary Instrumental Music	
1032	English for Speakers of Other Languages (ESOL)	
1101	Headstart	
1042	Inter-related Arts	
1036	Kindergarten	
1052	Media Specialist	
1910	Minority Recruiting Team Member	
1044	Occupational Therapist	
1029	Orthopedic	
1660	Parent Educator (Adult Education)	
1162	Parent Involvement (Head Start)	
1043	Physical Therapist	
1164	Program Services	
1990	Psychological Intern	
1991	Pupil Personnel Worker Intern	
1033	Reading	
1058	Recreational Therapist	
1055	Secondary Resource Counselor	
1054	Secondary Resource Teacher	
1034	Special Education	
1046	Special Education Resource Room	
1050	Special Assignment (non-classroom teacher, usually in area office)	
1035	Speech and Language Pathologist	
1603	Teacher Specialist, nonrotating	
1602	Teacher Specialist, rotating	

1030	Vision
1163	Volunteer Assistant (Head Start)
1031	WOC
1047	Work-study Liaison

Position Code	Title/Teachers	Grade
0941	Editor	E
0855	TV Instructional Specialist	
0810	Adult Education Specialist	
0800	Employee Assistance Specialist	
0820	Human Relations Specialist	
0850	Personnel Specialist	
0933,4	Psychologist	
0931	Pupil Personnel Worker	
0960	Site Administrator	
0932	Social Worker	
0849	Staff Development Specialist	
0905	Systems Analyst	
0961	Architect for School Facilities	
0895	Database Specialist	
0861	Educational Services Specialist	
0915	Educational Planner	
0922	Instructional Computer Analyst	
0862	Program/Evaluation Specialist	

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

APPENDIX F

RESOLUTION NO. 632-88 Re: EARLY RETIREMENT INCENTIVE PROGRAM

On recommendation of the superintendent and on motion of Mrs. Praisner seconded by Dr. Shoenberg, the following resolution was adopted unanimously:

WHEREAS, On April 22, 1985, the Board of Education approved an Early Retirement Incentive Program from July 1, 1985 to June 30, 1987; and

WHEREAS, On May 12, 1987, the Board of Education extended the Early Retirement Incentive Program from July 1, 1987 to June 30, 1988; and

WHEREAS, On May 23, 1988, the Board of Education extended the Early Retirement Incentive Program from July 1, 1988 to July 1, 1989, and directed the superintendent to provide an in-depth analysis of the Early Retirement Incentive Program by November 1988; and

WHEREAS, The Board of Education has received and discussed the REPORT ON THE EARLY RETIREMENT INCENTIVE PROGRAM prepared by the Department of Educational Accountability; and

WHEREAS, The Memorandum of Understanding Between the Montgomery County Education Association and the Montgomery County Public Schools established the Joint Implementation and Review Committee to make recommendations on the status of the Early Retirement Incentive Program; and

WHEREAS, In its December 9, 1988 memorandum, the Joint MCEA/MCPS Early Retirement Incentive Program Committee, joined by representatives from the Montgomery County Council of Supporting Services Employees and the Montgomery County Association of Administrators and Supervisors, recommended that the Early Retirement Incentive Program be continued beyond the expiration date of July 1, 1989; now therefore be it

RESOLVED, That the Early Retirement Incentive Program currently in effect be continued to July 1, 1991; and be it further

RESOLVED, That this program be effective for MCPS employees retiring through July 1, 1991; and be it further

RESOLVED, That the Early Retirement Incentive Program cover all MCPS employees equitably (with the exception of the present superintendent of schools who will be excluded from coverage); and be it further

RESOLVED, That greater efforts be made to publicize the Early Retirement Incentive Program within MCPS.

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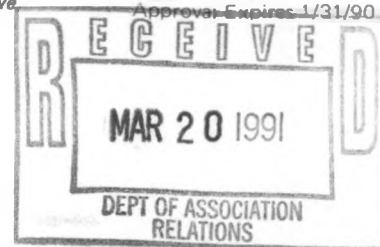


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This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

MARCH 20, 1991



DIRECTOR FOR ASSOCIATION RELATIONS
MONTGOMERY COUNTY BOARD OF EDUCATION
850 HUNGERFORD DRIVE
ROCKVILLE, MD. 20850

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1990

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Montgomery Cnty Md Bd of Educ Teachers

WITH EDUCATION ASSOCIATION; NATIONAL
MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 7,463
2. Number and location of establishments covered by agreement Montgomery Co., Md.
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date _____

Ms. Carole J. Burger, Director of Assoc Rels. (301) 279-3511

Your Name and Position

Area Code/Telephone Number

850 Hungerford Drive, Rockville, Md. 20850

Address

City/State/ZIP Code