

AGREEMENT

for the
School Years
2020–2023



Between

**Montgomery County
Association of
Administrators
and Principals**
(MCAAP/MCBOA)

and

**Board of Education of
Montgomery County**
Rockville, Maryland

**MONTGOMERY
COUNTY
PUBLIC
SCHOOLS**

Maryland

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Note: This contract covers two bargaining units in Montgomery County Public Schools. See Article 2 of this Agreement for details.

PREAMBLE

The Montgomery County Association of Administrators and Principals (MCAAP/MCBOA) and the Board of Education (BOE) of the Montgomery County Public Schools (MCPS) enter into this Agreement committed to forging a meaningful partnership.

Fundamental to the success of this endeavor is effective communication, meaningful collaboration, and mutual commitment. Our partnership is guided by the following principles: identified mutual goals, clearly defined processes, cooperative efforts to obtain resources, and a continuous review of our progress. These guiding principles will support the professional relationship of the parties by building a strong partnership, promoting trust, and advancing mutual goals and mutual respect.

We believe that a quality education is the right of every child and this partnership will enable the school system to ensure educational excellence for all students. Given our mutual commitment to a self-renewing organization that believes in continuous improvement, well-being, and performance excellence for staff and students, this Agreement defines our collaborative partnership in its various forms. We will work together to maximize student achievement, clarify the implementation of operational models, and ensure timely and meaningful involvement of all administrators and principals in the decision-making process.

With this Agreement, we rededicate ourselves to a shared commitment and responsibility for achieving the goals and priorities of Montgomery County Public Schools.

ARTICLE 1

COLLABORATION

A. Introduction

The Board of Education and the Montgomery County Association of Administrators and Principals are committed to providing organizational structures, processes, and supports that will strengthen their collaborative relationship that was established with the negotiated Agreement signed in 1999. It is the shared belief of both parties that the interests of children can best be served through this mutual sharing of ideas and problem solving.

The parties agree and are committed to collaboration, which is defined as a process in which the partners work together respectfully in a meaningful way and within a timeframe that provides a real opportunity to shape results. The parties will work together, when initiatives or projects are being considered, to gather input from principals and other administrators who may be affected by the initiative(s). Offices will create charter or impact statements for new initiatives and projects, which will include identifying appropriate supports that will be needed, and will consider all factors related to the implementation of the initiative. The impact statements should include assessment of the resources needed and training required. The MCAAP Advisory Groups (MAGs) will be among the resources for input and feedback. In addition, the parties will work together to resolve problems, address common issues, and identify opportunities for improvement.

In order to be successful, it is agreed that the process must be taken seriously and be valued by both parties. The process must be given the time, personal involvement, commitment, hard work, and dedication that are required to be successful. The parties will identify and define issues of common concern, propose and evaluate solutions, and reach consensus on recommendations.

B. Board of Education-Superintendent-MCAAP Relations

The Board of Education and the Association Board of Directors, or designated Association representatives, agree to meet at mutually agreed-upon times to discuss items of interest and concern. The Association Board of Directors may submit specific items it wishes to include on the agenda at least two (2) working days prior to the meeting.

The superintendent agrees to meet with the Association Board of Directors, or designated representatives, at mutually agreed-upon times four (4) times a year to discuss matters of mutual interest and concerns.

C. Organizational Culture of Respect

The parties are committed to fostering an organizational culture of respect throughout the school system (see Appendix A for the entire document). This culture is built on the belief that all employees are essential for the school system to attain equity and excellence for all students. To accomplish this, there must be a systemwide commitment to foster this organizational culture of respect and there must be accountability at all levels of the organization. The parties recognize that this collective bargaining relationship is essential to enhance this culture. The organizational culture of respect is based on the following principles:

- Trust in each other and the process
- Use of collaborative and interest-based processes
- Recognition of every employee's contributions
- High expectations for all staff and students that are reasonable, clear, and transparent

- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in all our interactions
- Recognition and expectation that every employee has the right to a safe and healthy work environment and dignity at work
- Team building and working together as teams

The parties will work together to ensure all employees understand that, in order to create this culture, everybody must take responsibility for their own behavior and follow these principles. Managers and supervisors must model this behavior, and all employees are expected to exhibit this behavior at all times.

One way to ensure this culture exists throughout MCPS is through the full implementation of the Administrators and Supervisors Professional Growth System (A&S PGS). Professional development plans and employee recognition are important components of this system. In addition, all employees are expected to provide and receive feedback constructively and respectfully. There is an expectation to resolve issues and problems when they are identified and at the lowest possible level. The expectation is that concerns will be addressed using collaborative processes that focus on developing solutions without applying blame.

D. Commitment to Equitable Practices in the Workplace

The Board of Education and the Association are committed to equitable practices for the achievement of all students. Our commitment to equitable practices and diversity is reflected in the school system's core values and beliefs. In order to ensure this commitment, the parties expect all staff to respect individual and group differences and to recognize that diverse opinions, perspectives, experiences, and backgrounds help MCPS attain the high expectations we have for all students.

It is our shared responsibility to assume that each student and adult has unlimited potential and has the ability to achieve at high levels. Equitable practices require the commitment to high expectations for all students and employees and the provision of supports that build capacity to meet the diversity of their needs. All employees are committed to cultural competence and positive relationships with all students, staff, parents, and community members, regardless of race, ethnicity, or background.

E. Collaboration Between the Leadership of MCAAP, Other MCPS Unions, and MCPS

Leadership

1. The parties are committed to working collaboratively with representatives of the other employee organizations in a variety of structures and processes that have been created to address the priorities of MCPS. They include the following:
 - a. **Associations/Deputy Superintendent/Chiefs of Operations and Schools (ADC)**—A joint committee that provides for regular, ongoing discussions and decision making on matters germane to the employee organizations and management. The membership of ADC includes the president and executive director of each of the employee organizations, the Deputy Superintendent and Chiefs of Operations and Schools. The charge of the ADC shall include but not be limited to the following:
 - Discussing matters of mutual interest or concern
 - Identifying opportunities to address shared interests

- Developing guidelines and processes for implementing collaboration throughout the school system
 - Creating an organizational expectation for collaboration.
 - Identifying supports and resources to sustain collaboration
 - Serving as a coordinating body and as a resource to facilitate the use of collaboration throughout MCPS
 - Reviewing and assessing the effectiveness of collaboration between MCPS and the associations
 - Determining how to align the three professional growth systems
 - Resolving problems arising from the interpretation or implementation of collaborative decisions
 - Supporting the implementation of the Organizational Culture of Respect throughout the system
 - Identifying how decisions that are made with other employee organizations will impact unit members, and how all parties will be involved in these decisions so that the impact of any decision will be known before the decision is made
 - Discussing decisions that impact the members of multiple associations
 - Working together to identify opportunities and initiatives to improve the wellness of MCPS employees
 - Arranging for online publication of Time Impact Statements
- b. **Operating Budget Review Committee**—A joint committee that reviews the operating budget requests from all offices and departments and makes recommendations for the MCPS operating budget to the superintendent. The membership of this committee will include the president and executive director of each of the employee organizations, the deputy superintendents, and the chief of teaching learning and schools.
- c. **Executive Leadership Team**—The membership of the Executive Leadership Team (ELT) will include the president and executive director of each of the employee organizations, the deputy superintendents, the chief of teaching learning and schools, and other MCPS leadership. The charge of the ELT includes but is not limited to the following:
- Reviewing and updating the annual strategic plan
 - Reviewing policies and regulations
 - Reviewing systemwide targets and data for the purposes of improvement
 - Reviewing current system research
- d. **Joint Professional Learning Committee (JPLC)**—A joint committee that provides for regular, ongoing discussions and monitoring of adult learning in MCPS, resulting in recommendations to the superintendent. The committee will create a systemwide vision for ongoing and future professional learning that maximizes staff’s talents; proactively meets current and future needs; addresses race, class, and implicit bias; and guarantees a high-quality educational experience for all students. The vision will articulate a focus on how professional learning enhances instruction and professional growth and improves the work lives and careers of all staff, while enhancing MCPS’s ability to attract, develop, and retain a talented workforce.

- The membership of the JPLC will include the presidents (or designees) plus two (2) members from each employee organization and at least three (3) key MCPS staff who are charged with the development and implementation of adult professional learning. Guests may be invited by the JPLC as needed, without needing to alter the composition of the committee. The composition of the group may be expanded by mutual agreement of the parties. Members of the committee will have appropriate decision-making authority.
 - The charge of the JPLC shall include but not be limited to the following:
 - Shape MCPS Professional Learning Program: Through the review of research, consultation with experts, benchmarking with other districts, and internal best practices, the committee will make innovative recommendations for the design, implementation, monitoring, and evaluation of ongoing, high-quality professional learning for all staff, based on student needs and system priorities.
 - Track Education Workforce Research and Trends: Identify innovative professional learning models, based on current and future education workforce research and trends, while addressing the needs of all types of employees in the system.
 - Strengthen Stakeholder Partnership: Gather input and feedback from stakeholders in the development of a high-quality professional learning cycle and program offerings for all staff.
 - Provide Value for All Staff: Make recommendations for the implementation of innovative and relevant professional learning opportunities to address the needs of staff, including an increased emphasis on entry-level workers and employees in transition and early careers through proactive job training and career support.
 - Address Technology: Identify the different types of technology available to facilitate the charges above and ensure that employees are trained to use them.
 - Develop Communication Plans: Develop clear and comprehensive communication plans for all staff to understand the purpose, goals, and outcomes of professional learning and its value in a self-renewing and continuously improving organization.
 - Assess processes and programs: Assess the effectiveness of the adult learning initiatives, the use of technology, and the variety of programs offered, and make recommendations for revisions as necessary. The intent is to incorporate methods to evaluate and continuously improve professional learning in MCPS.
2. There are other committees in which the leadership of MCAAP, MCPS management, and other employee organizations will work together to address the priorities of MCPS. They include the following:
- a. **Professional Growth System Implementation Teams**—The leadership of each of the employee organizations is invited to be a member of each of the three implementation teams. The MCAAP vice president of leadership development cochairs the PAR Panel of each Professional Growth System.
 - b. **School Triads**—Each school shall have a school Triad Team (Triad), which includes the principal, elected faculty representative(s) (EFR), and elected SEIU representative (ESR). The purpose of the Triad is to form a team that regularly works together to enhance the collaborative processes and collaborative decision making at the schools. Records of the Triad meetings shall be maintained at the school and shall include Triad decisions, resolutions, action steps, and/or other communiques to staff. Such material shall be available to the unions and the administration upon request.

3. MCAAP and the Board of Education also are committed to sustaining the relationships between the parties through committees that have been established in other parts of this agreement, such as the following:
 - a. Joint Collaboration Committee (Article 1.F.)
 - b. Professional Growth System Implementation Team and A&S Review Panels (Article 12.C.3. and 4.)
 - c. Leadership Development Advisory Committee (Article 12.A.2.)
 - d. Joint Employee Benefits Committee (JEBC) (Article 17, Section G)
 - e. MCAAP Advisory Groups (MAGs) (Article 12, Section A.7)
4. The ADC also is committed to addressing concerns about schools and other worksites with climate issues. This commitment requires the parties to take appropriate steps to deescalate situations in schools or other work sites and to collaborate with representatives of the other unions and the appropriate MCPS office to resolve issues quickly at the lowest level possible. This may require providing resources and supports to schools and work sites to help them address their climate issues.
5. The parties are committed to using surveys that provide important feedback to offices and schools.
 - a. Surveys are a helpful tool and will be used jointly by all parties to identify successful practices of an organization and provide opportunities to identify areas for improvement. These surveys should be considered important feedback, and will not be used for the purpose of evaluation of schools, offices, or individuals.
 - b. Two comprehensive surveys used by MCPS are the School-based Staff Climate Survey and Central Services Staff Climate Survey. There is an understanding from all parties that surveys are important and an expectation that they should be completed by all staff. Time will be provided during the workday for employees to complete these surveys. The results of the surveys will enhance the effectiveness and efficiency of our work and contribute to strengthening student achievement. The questions on these surveys will be reviewed by all parties on a regular basis to be certain they are updated to reflect changes in the organization, new responsibilities, and new initiatives.
 - c. The results of a climate or customer service survey intended to assist in the identification of successful practices or areas for improvement should be shared with the subjects of the survey in a timely manner. The method and timeline of dissemination of the survey results should be jointly developed by MCPS and MCAAP.
6. **Selection of Consulting Principals**—As noted in Article 12 of this agreement, the Board of Education and the Association commit to maintaining the comprehensive professional growth system that has been designed and implemented jointly with the support of a multi-stakeholder group. Recognizing the extensive collaboration and professional cooperation between MCAAP and MCPS Leadership provided for in Article 1 of the Agreement between the parties, and the above language in Article 12 of the Agreement recognizing the A&S PGS as co-owned by MCAAP/MCBOA and MCPS, MCPS will include the MCAAP President, Vice-president or Executive director in the final interview of candidates for the position of consulting principal. While the MCAAP representative on the panel may make recommendations regarding the selection nothing in this paragraph limits the Superintendent’s discretion in the final selection as provided in Maryland law.

F. Joint Collaboration Committee

The parties agree to continue their active support and commitment to the Joint Collaboration Committee (JCC). Using the collaboration process, the committee will continue to meet regularly to address issues and interests brought by the parties. The committee will be composed of a minimum of eight members, four appointed by the Association and four appointed by the superintendent, including the chief operating officer. The committee will be cochaired by the chief of teaching learning and schools and the president of the Association.

The JCC will provide for regular, ongoing discussions and decision making on matters germane to union-management relations and, when appropriate, to the continuous improvement of instruction and school-system operations. The parties are committed to ensuring that this is an effective, collaborative process to address interests and concerns and resolve problems.

The overall charge to the JCC shall include but not be limited to the following:

- Interpreting and administering the implementation of the negotiated Agreement
- Discussing any matters of interest or concern
- Reaching tentative agreements on issues in a timely manner
- Providing oversight and final decision-making authority for the A&S PGS
- Reviewing and assessing the effectiveness of collaboration between MCPS and MCAAP/MCBOA
- Reviewing annually the guidelines for the professional learning communities

When appropriate, the JCC will make written recommendations to the superintendent and the Board of Directors of the Association on issues brought forward for consideration on which they have reached a consensus for resolution that supports continuous improvement within the school system.

The JCC will have the following authorities:

- To establish temporary committees and work groups to address specific issues. Such groups will report back to the JCC. The JCC shall be authorized to consolidate, reconfigure the membership, modify the charge and tasks, and discontinue joint committees or work groups. In addition, the JCC will interpret and review implementation plans for decisions made by these collaborative decision-making groups.
- To clarify language and meaning, correct contradictions or inconsistencies, and remove outdated language.
- To resolve problems arising out of the interpretation or implementation of collaborative agreements and decisions.
- To encourage individuals to utilize the Alternative Dispute Resolution process when they have differences or problems that are affecting the work environment and impacting student learning.
- To discuss and provide input and recommendations for reclassification of MCBOA positions. MCAAP, in advocating for its members, will have opportunities to make recommendations for reclassification through the JCC and to collaborate with appropriate supervisory personnel regarding the collection of information pertinent to studying positions for reclassifications, although MCPS retains discretionary authority regarding the classification system.
- To develop ground rules that will guide its deliberations.

G. Collaboration Projects

During the term of this agreement, the JCC will consider the following collaborative projects, determined by the parties to be of high priority.

1. Professional Growth Systems and Succession Planning

The parties will continue to work together to strengthen the professional growth system for administrators and supervisors. The parties will identify opportunities to improve the system to ensure that it is contributing to building the capacity of all staff and helping to ensure their success.

The parties will discuss succession planning initiatives in MCPS to prepare individuals for school-based administrative positions and appropriate central services administrative positions. These discussions will focus on the ability of the current processes to provide qualified internal candidates for vacancies. The discussion also will include the identification of processes to transfer knowledge so that there is always someone who understands the work people do.

2. Professional Learning Communities

The parties will continue to work together to strengthen the professional learning communities for job-alike groups within MCAAP. The parties will identify opportunities to improve the Professional Learning Communities (PLCs) to ensure that they are addressing known concerns or issues and identifying opportunities for improvement that support student achievement.

3. Central Services Development

The parties will continue to work together to develop and expand opportunities for orienting, training, and supporting central services administrators. This will include leadership development programs.

It is the expectation that, as people transition into or are hired into new roles/positions in central office, appropriate support will be provided, which can include, but is not limited to, a mentor, coach, related cohort group, and/or orientation program. An employee may request such support. The Joint Collaboration Committee will monitor the process of leadership transitions at the central office.

4. Professional Feedback

The parties will develop processes, procedures, and templates that unit members can follow to implement the professional feedback language included in Article 12, Section B.2.d (A&S PGS Collaboration).

5. Leadership Career Opportunities

The parties will monitor and make recommendations to the parties of leadership opportunities available for unit members and to determine other opportunities that should be considered, such as relevant certification programs.

6. Committee Representatives

The Board will request the Association to appoint representatives to various systemwide committees, administrator advisory committees, and labor management committees for other associations. These representatives will be expected to gather feedback from their peers so that they are truly representing the interests of MCAAP members.

7. Extended Leadership Program

The following items are to be considered by the JCC in the context of the Extended Leadership Program:

- Extended activities related to implementation of the professional growth system, such as mentoring

- Providing training, presentation at workshops, or other similar activities that are not part of the unit member's normal job responsibilities
 - Writing professional articles that are published
 - Major presentations to state and/or national groups
 - Extensive unusual and extreme work related to job responsibilities
 - Performance incentives
 - Accomplishments such as professional national certification
 - Service on substantial and/or intense systemwide committees
 - Recognition of unit members for assuming various leadership career opportunities
 - Recognition opportunities and rewards, which may include funds, credits, certificates, commendations, etc.
 - Proactive communication tools to market and implement this program
8. **Scheduling and Meetings**
The parties will work together to identify efficiencies and processes for scheduling meetings to reduce the impact on core administrator responsibilities.
9. **Innovation in Professional Development**
The parties will work together to identify, develop, communicate, and promote innovative methods of professional development. This will include differentiating training for different audiences based on needs and responsibilities, optional times to access training, and alternative delivery models to accommodate schedules and needs of unit members.
10. **Communication Strategies**
The parties will continue to work together to develop strategies and processes that identify options for reducing and streamlining the distribution of memoranda, and to determine how to more efficiently communicate with administrators and provide them with timely access to information. An option to be considered is to develop a resource bank to facilitate access to information when needed, and to support administrators and other staff in knowing when specified action items must be completed.
11. **Implementation Supports**
The parties are committed to ensuring that administrators have the information and resources needed to implement the labor agreements and professional growth systems. This will include the necessary materials, tools, and training. The parties will provide direction and leadership for this work.
12. **Principal Flexibility and Use of Resources**
The parties will work together to develop procedures and guidelines for providing principals with greater flexibility in the use of allocated resources. The parties will consider the procedures already in place for some principals in developing the procedures and guidelines.
13. **Test Coordinator Responsibilities**
The parties will work together to reduce the burden of test coordination responsibilities which are significantly borne by assistant principals. Attention will be given to the following aspects which are perceived to offer promise. It is the intent of the parties that these improvements make the job of test coordinators and assistant principals who often serve in that role, more manageable while remaining compliant with laws, guidelines, rules or the like that govern test administration.

- i. Explore the increased use of technology to reduce time consuming tasks such as prepopulating testing sessions.
- ii. To support the testing coordinator by providing adequate funds for each school to secure additional hourly assistance from among clerical, paraeducator, professional and support staff for such things as proctoring, data entry or related testing functions. The guidelines for the amount to be provided each school and the rates to be paid to various staff will be established by the Joint Collaboration committee with the assistance of the Office of employee Engagement and Labor Relations. The approach used for AP testing could serve as a model.
- iii. School Testing Coordinator trainings should be examined to streamline the training where possible and to explore the feasibility of providing it in an online format.
- iv. The Joint Collaboration Committee will ensure that the parties identify best practices in test coordination and to publish them to administrators.

14. Community Schools

MCPS agrees to promptly convene a study committee, to include representatives of SEIU Local 500, MCAAP/MCBOA and MCEA, to discuss the work of members of the various bargaining units resulting from the extended hours that community schools are open and the additional services provided that are not provided in other locations. The committee should determine the best options for meeting community needs while being aware of pressures on bargaining unit members and exploring how best this can be accommodated which may include additional resources to take on the additional work load being shouldered by identified staff.

15. High-Impact Schools

MCPS and MCAAP/MCBOA recognize that all students deserve to be served by highly skilled and motivated staff working in programs designed to address their unique learning needs. MCPS and MCAAP/MCBOA commit to determining the most effective means of creating school environments that are able to attract and retain the most effective staff for the program and community in question. Options to be examined include compensation incentives for staff as well as additional staffing, or other resources seen as increasing the desirability of serving in a particular school. This effort will be undertaken in cooperation with the Montgomery County Education Association (MCEA) and the Service Employees International Union (SEIU) Local 500. The working group to address this issue will be convened promptly upon the execution of this Collective Bargaining Agreement and every effort will be made to implement the most promising actions in the 2021–22 school year.

ARTICLE 2 DEFINITIONS

- A. Board**—The Board of Education of Montgomery County.
- B. Association**—The Montgomery County Association of Administrators and Principals (MCAAP/MCBOA) The umbrella group that serves as the exclusive representative of employees in the two bargaining units described in D below. MCAAP-AAP (Association of Administrators and Principals) is the former Montgomery County Association of Administrative and Supervisory Personnel. MCAAP-BOA (Business and Operations Administrators) is the second unit described below, the former Montgomery County Business and Operations Administrators.
- C. Superintendent**—The superintendent of Montgomery County Public Schools or their designee.

D. Bargaining Units—

1. All positions on the M to Q salary schedule, including 11-month assistant school administrators, not otherwise excluded by the terms of Article 4, Recognition. (MCAAP-AAP)
2. All noncertificated supervisory employees who provide responsible direction to other employees, exercise independent judgment, are responsible for the evaluation of at least two other employees, and do not report to members of the SEIU bargaining unit, except those excluded by the Board of Education as confidential employees. (MCAAP-BOA)

E. Unit Member—An employee of Montgomery County Public Schools who is a member of the bargaining units.

F. MCPS Service—Pension eligibility service, as defined in the MCPS pension system – service earned working in a permanent MCPS position, minus any military, transferred, or purchased service.

G. Negotiations Law—Section 6-408 of “The Annotated Code of the Public General Laws of Maryland, Education” [Volume] for MCAAP-AAP or Section 6-510 of “The Annotated Code of the Public General Laws of Maryland, Education” [Volume], for MCAAP-BOA, as appropriate.

H. Supplement—An increase in annual salary paid for a specific purpose. It is included as part of the unit members’ annual salary, for purposes of pension calculations, and is distributed throughout the year.

I. Stipend—Additional compensation for a responsibility that is not a part of the basic responsibility of other unit members in the same job classification. It may be distributed throughout the year, but is not part of the unit members’ annual salary for purposes of pension calculations.

J. Conditional Position—A position established by the Board for the period of time that monies are available in whole or in part from the United States Government, a private organization, a foundation, a revenue-producing source, or an individual for use in special research or other long-term projects. This position shall be automatically abolished when no longer needed or when funds are no longer made available.

K. Acting Position—A temporary assignment to fill a position on an interim basis until such time as a permanent appointment shall be made.

ARTICLE 3

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 4

RECOGNITION

A. The Board recognizes the Association as the exclusive collective bargaining representative 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 county board of education. The Board has the power to adopt bylaws for the regulation and administration of schools within the county not inconsistent with state law and not in violation of this Agreement.
- C. The superintendent, those persons designated, after consultation with the Association, by the Board of Education to act in a negotiations capacity pursuant to the public school laws, and temporary employees are excluded from the unit. There shall be an annual review by the parties.

ARTICLE 5

NEGOTIATION PROCEDURE

A. General

1. Twelve months prior to the expiration of the Agreement, the parties will meet to establish negotiation procedures. Such procedures shall include, but not be limited to, meeting dates and times, locations, limitation on the number of team members, consultants and/or facilitators and/or observers, tentative Agreement procedures, expense-sharing of third party neutrals, and procedures for joint union bargaining (if agreed upon). The parties may also discuss and establish other procedures.
2. The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties either jointly or independently.
3. This Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.
4. The Board of Education will not select unit members covered by this Agreement for its negotiating team for the purposes of bilateral negotiations between MCPS and MCAAP/MCBOA.

B. Impasse Procedures

Should either party determine an impasse exists, the procedures, as provided for in Sections 6-408 and 6-510 of the Education Article of the Annotated Code of Maryland relating to impasse, shall be followed.

C. Full agreement

It is agreed and understood by the parties hereto that this Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Section 6-408 and 6-510 of the Education Article of the Annotated Code of Maryland and that this Agreement shall be given full force and effect by said parties for the entire term thereof.

D. Fiscal Authority Decisions

If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. Any resolution jointly reached through renegotiation will constitute the final Agreement between the parties. In the absence of agreement, the Statute and any relevant interpretive decisions will control.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance**—A claim by one party that the other party has violated this Agreement.
2. **Grievant**—The person making the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may occur in the administration of this 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 members of the administration. Such grievance may be adjusted without intervention of the Association, providing that the adjustment is not inconsistent with the terms of the Agreement.
3. A claim at the informal level, or a grievance submitted directly at the formal level, shall be initiated no more than fifteen (15) duty days after the cause has occurred or should have been discovered.
4. A grievance shall be automatically waived and shall not be subject to further discussion or appeal if the grievant does not process it within any of the stated time limits. Such time limits may only be extended by mutual agreement between the parties.

C. Informal Process

A unit member will first discuss their claim that there is a violation of the Agreement with their immediate supervisor. Both parties will make efforts to resolve the issue at this informal level.

D. Formal Process

Step One

If the claim cannot be resolved using the informal process, the unit member then submits the grievance to their supervisor in writing within ten (10) duty days of the response at the informal step, or no later than thirty (30) duty days after the initiation of the informal process, if there is no response at the informal level. If the supervisor does not satisfy it within ten (10) duty days from receipt of the written grievance, the grievance may be processed to Step Two.

Step Two

If the grievant is not satisfied with the disposition in Step One, they may file their grievance in writing with the Association within five (5) duty days. Within five (5) duty days from such filing, the Association may forward the grievance to the supervisor of the Step One supervisor. If the grievance is referred within the time limits, the supervisor shall have five (5) duty days to respond to the grievance.

Step Three

1. If the grievant and the Association are not satisfied with the disposition in Step Two, the Association may forward the grievance to the Office of Employee Engagement and Labor Relations (OEELR) within 10 duty days of receiving the Step Two response, or within 10 duty days of the deadline for the Step Two response, if none was received, for processing. If the grievance is referred within the time limits, a meeting shall be scheduled to discuss the grievance. The superintendent or their

designee shall preside over the meeting on behalf of the employer. The superintendent/designee shall have 10 duty days from the date of the meeting to respond to the Association and the grievant.

2. A grievance may be filed for a group of unit members at Step Three if the president or designee of MCAAP/MCBOA and the associate superintendent of OEELR agree that the authority to resolve the grievance does not exist at Step One or Step Two.

Step Four/Arbitration

1. If the grievant is not satisfied with the disposition of the grievance made by the superintendent, the Association may submit the grievance to arbitration.
2. Arbitration may be initiated by the grieving party by serving notice upon the other party within fifteen (15) duty days and setting forth the precise question it proposes to arbitrate. The receiving party will acknowledge their agreement with the “question,” as framed by the grieving party, by affixing their signature to the form within five (5) duty days and returning the form to the grieving party. If the receiving party does not agree with the framing of the “question,” they will so indicate this disagreement, sign the form, and return it to the grieving party within five (5) duty days. If this disagreement exists on the submission statement, the arbitrator must first frame the issue, in consultation with the parties, before proceeding with the merits of the case.
3. The grieving party may submit the matter to arbitration within five (5) duty days of the return of the submission statement form. The Office of Employee Engagement and Labor Relations and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment from an arbitrator, a request for arbitration will be sent to the American Arbitration Association. A copy will be sent to the other party. The parties will be bound by the rules of the American Arbitration Association governing labor arbitrations.
4. The arbitrator shall have no power to add to, to subtract from, or to modify any terms of this Agreement. The arbitrator shall not accept issues or evidence not presented during the grievance procedure. The arbitrator shall be without power or authority to make any recommendations beyond the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.
5. The expense of the arbitrator shall be borne equally by the parties.

E. Miscellaneous

1. 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 official personnel file of any of the participants.
2. 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 both parties.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the superintendent after consultation with the Association and shall be given appropriate distribution so as to facilitate operation of the grievance procedure.
4. Both parties shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held.
5. 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.

6. No reprisals of any kind shall be taken against the unit member(s) involved in the grievance procedure.
7. Nothing in this grievance procedure shall limit the rights of any unit member to discuss any complaint, problem, or matter of dissatisfaction with any appropriate administrator without representation or the intervention of any organization.
8. Meetings and hearings shall be scheduled to minimize, where possible, the disruption of school-system business. Meetings and hearings scheduled during the grievant's regular working hours shall be considered time worked. School employee witnesses whose testimony is relevant and material to the grievance, called by either party, shall likewise lose no pay because of their participation.
9. 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, except where the Agreement states otherwise.
10. 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 8.
11. The grievant shall be represented exclusively by the Association at Step Two and above.

ARTICLE 7

ASSOCIATION RIGHTS AND PRIVILEGES

- A. If negotiating meetings are agreed upon to be held during a unit member's workday, Union Business Leave will be used for those unit members participating in the negotiations, not to exceed twelve (12) unit members at any one time.
- B. The Association will be mailed a copy of the official Board agenda, the packet of materials relating to the agenda, and a copy of the Board minutes prior to each meeting.
- C. The Association will have the right to use school buildings for any legal purpose without cost for Association meetings when building services staff is normally on duty. 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 7.
- D. A list of all unit members will be supplied by August 1 of each year to the Association. This list will include appropriate information about the unit members.
- E. Use of the interschool mail facility is authorized to distribute official Association material. The Association shall have access to and use of the electronic bulletin/mail delivery system to communicate with unit members.
- F. Association officers and/or representatives will be permitted to draw on a bank of days in order to perform Association business. The Board shall contribute 115 days (920 hours) per year to this bank, in addition to days contributed by unit members in accordance with Article 8. The Board and the Association shall agree to appropriate procedures to assure the proper use of these days.
- G. The duly elected president of MCAAP/MCBOA will be granted leave with pay during the term of this contract. The Board and the Association shall agree upon appropriate procedures to provide for such leave.

ARTICLE 8

ASSOCIATION DUES DEDUCTION

- A. As unit members individually and voluntarily authorize the Board of Education of Montgomery County, the Board agrees to withhold organizational dues and other deductions mutually agreed upon with the Association from the unit members' wages and to transmit such funds to the Association. The Board will include the name; the school, office, or department where the unit member is located; and the amount of each deduction with the transmittal of funds.
- B. Dues will be deducted in equal payments during the terms of this Agreement, beginning on the first full pay period following the receipt by the Employee and Retiree Service Center of the notice from the Association of the individually signed authorizations. This deduction will remain in effect for the term of this Agreement or until the deduction is canceled or revised in writing by the employee to the Association on or before September 30 of any school year. The Association shall notify the Employee and Retiree Service Center on or before September 30 of any school year. For a full year, dues will be deducted over twenty (20) pay periods
- C. The amount deducted from a unit member's wages will be for the total dues and other authorized deductions, and each individual must authorize by deduction authorization form signed by the unit member that such deductions shall be at the current rate. The Association shall certify to the Board in writing the current rate of dues by July 1 of each year. If this certification is not received by the Employee and Retiree Service Center, no deduction will be made.
- D. Each member of MCAAP/MCBOA will annually, on or about November 1, contribute one day or eight (8) hours of personal leave (or annual leave if personal leave is exhausted) to the leave bank, available for use by MCAAP/MCBOA, as described in Article 7 of this Agreement.
- E. The right of dues check-off in this Article shall be granted exclusively to the Association.
- F. The Association 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 list, notice, form, card, or assignment furnished under any such provisions.

ARTICLE 9

PROHIBITION OF STRIKES, SLOWDOWNS, AND WORK STOPPAGES

It is agreed that the Association will not call or sanction a strike, slowdown, or work stoppage during the term of this Agreement.

ARTICLE 10

GENERAL

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law or state Board bylaw having the force and effect of law, 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 actions as may be necessary to give full force and effect to the provisions of this Agreement.
- C. Copies of this Agreement will be printed and distributed by the Board to all presently employed and newly hired unit members and the Association will be allocated 150 copies. Actual costs of printing and distribution shall be computed and the Association shall pay one half of such costs.
- 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, e-mail, or personally receipted mail. If given by the Board, said notice will be sent to the Association at its office; 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.
- 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.

ARTICLE 11

RESPONSIBILITIES OF UNIT MEMBERS

- A. Unit members are responsible to the Board through the superintendent for the administration of school policy consistent with its rules and regulations, the operation and management of schools and offices, and the direction of subordinate employees subject to the Board's negotiated agreements and state and federal laws.
- B. In medical emergency situations, unit members are responsible for obtaining emergency help.

ARTICLE 12

PRODUCTIVE AND PROFESSIONAL WORKFORCE

We believe that our people are our greatest resource. It is in the best interest of the school system and the unit member to identify the best matches between skills and abilities and available positions. For the school system to be high-performing, career management of unit members must be closely linked to the current and future needs of the organization. To this end, we are committed to preparing a greater number of internal leaders for administrative and supervisory positions throughout the system. In addition, we are committed to ensuring that, once in a position, administrators receive continuing professional development designed to maximize their success.

- A. **Leadership and Professional Development**—Leadership development is the process by which administrators individually and jointly enhance and update their knowledge and skills related to leadership. Leadership development increases administrator effectiveness; builds confidence, morale and commitment; and subsequently, the ability to improve the quality of education of all students through high-quality leadership.

1. Leadership Development Advisory Committee (LDAC)

The Board and the Association recognize the value and merits of having a highly professional administrative staff to lead the school system. A joint administrative advisory committee on leadership development will advise the school system on all activities and programs for administrators.

- a. The committee will be referred to as the Leadership Development Advisory Committee (LDAC).
- b. The committee will include representatives chosen by the superintendent and the Association. The committee will meet regularly and, as needed, will make recommendations to the superintendent and the Association.
- c. The committee will be cochaired by a representative from the Association and MCPS.
- d. The committee will be charged with advising and making recommendations to the Joint Collaboration Committee, the superintendent, and the Association with regard to the leadership development of administrators; assessment and review of alternative models for delivery of training; conducting periodic needs assessments of unit members with regard to training and staff development; reviewing staff needs and system needs and recommending approaches to ensure that staff development offerings are aligned to meet both; and other related issues as determined by the parties.
- e. The committee will receive regular updates concerning the use of technology as it relates to the leadership development of administrators and make recommendations concerning the use of technology for training and development.
- f. The committee, in consultation with the Joint Collaboration Committee, will develop and exercise oversight for orientation programs for administrators new to administration or new to another administrative position.

2. Tuition Reimbursement

The Board agrees to support a tuition reimbursement program for full-time unit members, with the following conditions:

- a. Eligible unit members as described above may request tuition reimbursement for university and college courses approved by the Office of Human Resources and Development.
- b. Reimbursement shall be for courses that will enable unit members to continue their professional development and to maintain or increase their skills as administrators or supervisors in their employment with MCPS. Courses identified as needed by MCPS also are covered. Some education and training, which can either increase unit members' effectiveness in their current positions or can assist them to prepare for other positions within MCPS, may be available through other educational institutions or agencies. Such courses usually are offered for credit at schools, adult education institutions, or other agencies.
- c. The unit member must achieve a satisfactory grade. A satisfactory grade is defined as a "B" or better for a graduate course, a "C" or better for an undergraduate course, and a "pass" for a pass/fail course. Documentation (course grade and proof of payment) must be submitted within sixty (60) days of the end of the course.
- d. Reimbursement shall cover actual tuition only and not the cost of books or other materials.
- e. Noncollege training will be reimbursed by converting clock hours to credits, 15 clock hours equals one (1) credit. Prior approval for these classes is available, and encouraged, if there is a question about whether the class is reimbursable or not.
- f. Reimbursement shall not exceed 50 percent of the current cost of in-state tuition at the University of Maryland, College Park, up to a maximum of nine (9) hours credit per fiscal year for courses not currently offered by the in service program. Reimbursement will be based on graduate or undergraduate tuition rates, depending upon the level of the course or program being reimbursed.

- g. The 9-credit-hour limitation may be waived for a specific year or years under the following conditions:
 - (1) Completion of the requirements of an approved program requires enrollment in more than 9 credits during one or more years of the program, or MCPS approves enrollment in more than 9 credits in order to meet a specific school system need.
 - (2) No reimbursement for additional credits outside the approved program will be approved until the total reimbursement from the first year of excess credits is less than an average of 9 credits per year.
 - (3) If the employee retires or resigns prior to the time the average reduces to 9 credits per year, the employee will be required to repay MCPS for any excess reimbursement beyond the average of 9 credits per year from the first year of excess reimbursement.
 - (4) In no event may the employee be reimbursed for more than 45 credits in the five-year period, beginning with the first year of excess reimbursement.
- h. Employees generally will not be reimbursed for outside courses or training if such courses are also offered by MCPS and are available to the employees in the unit. Exceptions will be made for credits that are needed as part of a degree, certificate, or professional development program in which the employee is enrolled, if the MCPS course would not be counted and the credits would otherwise be reimbursable. Exceptions also may be made for other valid reasons (e.g., the MCPS courses are full and unavailable).
- i. This section may be modified by mutual agreement of the parties, based upon recommendations of the Leadership Development Advisory Committee to the Joint Collaboration Committee.

3. Time and Resources for Professional Development

- a. The parties recognize the vital importance of training and education in this era of change. A well-trained, effectively functioning workforce is necessary if Montgomery County Public Schools is to achieve its goal of providing high-quality education for every student. The Board recognizes the need for programs that will improve the efficiency of unit members in their current jobs and the importance of assisting unit members to meet MCPS employment needs, along with the unit member's individual career development plans.
- b. Recognizing the importance of time as a valuable resource, time for professional development / professional learning is provided using a variety of options that are collaboratively determined by MCPS and MCAAP/MCBOA.
- c. Valuable professional development opportunities supported as priorities within MCPS, and for which unit members are encouraged to participate in the planning and attendance, include the MCAAP Fall Conference and the MCAAP Summer Conference. Professional leave days may be provided for unit members to attend professional meetings, in accordance with Article 20, Leaves, Section H.3.
- d. To the extent feasible, priority will be given to providing professional development during the normal workday. When professional development activities take place outside the work day, consideration will be given to seeking partnerships to award credit.
- e. The Board agrees to budget \$100,000 per year for unit members to attend or make presentations to conferences and/or programs. No more than 20 percent of these funds may be used for MCPS-related conferences/programs. The Association shall determine the unit members eligible for such assistance and the amount each member receives.

- f. Professional leave days will be provided for unit members to attend professional meetings, in accordance with Article 20, Leaves, Sections H.3.

4. Participation in Professional Development

All unit members are eligible for and encouraged to participate in professional development programs designed to improve their effectiveness. The form and substance of these programs may differ widely and unit members and their supervisors are jointly responsible for analyzing areas of job needs and then actively seeking professional development that will improve performance. To achieve the goal of developing and implementing a comprehensive program of professional development, the Board agrees to budget for each year of this Agreement for instructional support for system-designed professional development programs, after consideration of input from the Association.

5. Professional Learning Communities (PLCs)

The Professional Learning Communities (PLCs) are job-alike groups of administrators that provide an opportunity for meeting on a regular basis to discuss items of mutual interest, engage in meaningful professional development activities, and engage in and model collaborative decision making. The program is designed to provide a forum for participants to gain diverse perspectives on issues related to student achievement, build capacity of all PLC members, and create a structure for two-way communication with schools and central services to share information and give and receive feedback. Participation in the PLCs is supported by the parties and is viewed as a critical professional growth opportunity which enhances members' understanding of the current and future needs of the organization, while building on the relationships of professional colleagues.

6. MCAAP Advisory Groups (MAGs)

The MCAAP Advisory Groups (MAGs) are ongoing committees which provide input and feedback to executive staff, and central service departments and divisions on various items, including short-term issues, concerns, proposed documents, operational procedures or inquiries from members. They are an opportunity as well to obtain feedback and input regarding matters raised by District administration and are intended to enhance the communication between schools and central office. MCAAP assigns members to participate on these committees on an annual basis. The executive staff member and the MCAAP cochair schedule the meetings, plan the agendas, and the MAGs will meet at least four (4) times per year. These are advisory committees that seek and communicate information to all relevant parties.

B. A&S Professional Growth System (A&S PGS)

1. Philosophy

- a. MCAAP/MCBOA and MCPS acknowledge that administrative leadership is complex, changing, and essential to improving teaching and learning. The A&S PGS establishes the framework that describes the skills and knowledge for administrators and supervisors to build learning communities for both students and adults.
- b. The success of this A&S PGS is dependent upon a professional culture in which mutual respect, teamwork, and trust are the tenets of its continuous improvement. These conditions empower administrators and supervisors to make decisions concerning their own professional growth and to contribute to the development of a culture of ownership for both students and adults in a professional learning community.
- c. A priority of MCPS and MCAAP/MCBOA is to have a competent, skilled administrator in every school and office as administrators are considered key players in ensuring a high-quality education for all students. Administrators play a key role in the complex work of creating, guiding, managing, and inspiring a learning community.

- d. The development and recognition of leadership requires time, commitment, an adequate research base, and a plan for performance and continuous learning. The A&S PGS is a plan that approaches leadership as a cumulative process and not a single event. The goal of the plan is to ensure high-quality performance of our administrators and supervisors by looking for consistency and alignment with professional standards. The plan includes procedures and guidelines for implementation, components critical to the success of administrators, standards, and a strong philosophy that values the role of the administrator within a complex educational organization.

2. **A&S PGS Collaboration**

- a. The Board and the Association commit to maintaining the comprehensive professional growth system that has been designed and implemented jointly, with the support of a multi-stakeholder group.
- b. Through the A&S PGS, MCPS and MCAAP/MCBOA aspire to achieve the highest performance possible of every student and educator by increasing the quality of leadership in every school and office. The A&S PGS acknowledges that a professional learning community for administrators provides valuable support in establishing and expanding quality leadership practices.
- c. Intrinsic to the concept of continuous improvement is self-reflection on knowledge, skills, strategies, and practices of leadership. Observations by supervisors and other professionals are supportive of this reflection. All administrators may be observed formally and/or informally at any time. During the nonevaluation years, formal observations are not required. However, supervisors are expected to observe administrators in a manner that allows them to be knowledgeable of the administrator's skills and professional growth needs.
- d. Recognizing that each staff member must constantly seek ways to determine strengths and opportunities for improvement, a program of professional feedback will be implemented by all unit members. This feedback will be obtained on a regular and frequent basis, and at least once every evaluation cycle. All feedback will be confidential and for the sole use of the unit member seeking the feedback. Unit members are encouraged to share the results of the feedback and their plans with the individuals who have participated with them in the feedback process. Unit members are encouraged to utilize this feedback as they develop their Professional Development Plans (PDP).

3. **A&S PGS Implementation**

- a. The role of the A&S PGS Implementation Team is to problem-solve issues related to the entire professional growth system, make ongoing adjustments to the A&S PGS, and to forward recommendations that significantly change the A&S PGS to the Joint Collaboration Committee for final approval.
- b. The A&S PGS Implementation Team is co-chaired by an MCPS representative and the president/designee of MCAAP/MCBOA.
- c. The Joint Collaboration Committee reviews the work and recommendations of the A&S PGS Implementation Team.
- d. Ongoing evaluation of this program will continue through the collaborative efforts of MCAAP/MCBOA and MCPS.

4. **A&S Review Panel Program**

- a. MCAAP/MCBOA and MCPS agree to operate an A&S Review Panel Program jointly. This program is a mechanism for maintaining systemwide quality control, ensuring that all administrators responsible for leadership are functioning at or above the high MCPS standards of performance. It provides intensive assistance for any administrator who has not yet achieved that standard or who falls below acceptable standards. Assistance and review are provided to

both experienced MCPS administrators in need of significant improvement and novice administrators in their first year in a new position.

- b. There are a number of A&S Review Panels, based on the role of the administrators receiving assistance and review.
- c. MCPS and MCAAP/MCBOA may identify representatives to serve as observers to the panel and its operations.
- d. The A&S PGS Review Panel Program is, by definition and design, a collaborative effort between MCAAP/MCBOA and MCPS. In the event that one of the parties determines that this program fails to live up to the purposes and collaborative principles for which it was established, the A&S PGS Implementation Team will meet with the superintendent and the president of MCAAP/MCBOA to review options and attempt to address concerns. If consensus cannot be reached, MCAAP/MCBOA can discontinue its involvement in the program with 90 days' notice. MCPS may continue to fund positions in the budget associated with the evaluation system, but it may not refer to the program as the A&S PGS Review Panel Program.
- e. A&S PGS Review Panel responsibilities:
 - (1) Reviews quarterly updates provided to them on the progress of administrators receiving support.
 - (2) Panel members may provide suggestions for support in helping the administrator meet standard.
 - (3) The panel makes final recommendations to the superintendent when appropriate.
- f. A&S PGS Review Panel decisions:
 - (1) If the supervisor and the consulting principal/mentor agree that the administrator meets standard, the administrator returns to the professional growth cycle.
 - (2) If the supervisor and the consulting principal/mentor agree that the administrator has not met standard or they could not agree if the administrator met standard, they will present their findings to the A&S PGS Review Panel. The administrator also will have the opportunity to present information to the A&S PGS Review Panel. After consideration of all information, the A&S PGS Review Panel makes a recommendation to the superintendent.
- g. Rights and Responsibilities of administrators in the A&S PGS Review Panel program
 - (1) Nothing in this Article or the A&S PGS Review Panel Program shall diminish the rights granted to administrators under Section 6-202 or 4-205 of the Education Article of the Annotated Code of Maryland, relative to suspension and dismissal and the right to appeal such personnel actions to appropriate government boards or agencies.
 - (2) MCAAP/MCBOA unit members participating in the PGS Review Panel programs, as consulting principals, mentors, or as members of the PGS Review Panels, shall be indemnified and held harmless by the Board against any and all claims arising as a result of their actions within the scope of their duties.

C. Technology Resources

The parties are committed to ensuring that administrators have use of technology that facilitates access to information and enables them to communicate effectively and complete tasks; and further, the parties are committed to supporting conditions that promote the meaningful integration of updated technology in schools and workplaces.

D. Completion of Professional Responsibilities Off Site

With prior approval from the appropriate supervisor, a unit member may be permitted to complete job-related responsibilities off site from the normal place of work. Such requests shall be favorably considered, unless the supervisor has a reasonable basis for doing otherwise. The supervisor may request a summary of the work completed. Under most circumstances, the unit member will be considered working regular hours and leave shall not be required.

ARTICLE 13

UNIT MEMBER EVALUATION

- A. The Board and the Association agree that the primary purposes of the A&S evaluation system are to appraise the performance of unit members and assist unit members to improve their effectiveness in performing their job responsibilities. The evaluation system also provides MCPS with information from which professional development programs can be developed, personnel selection procedures can be appraised, and adequacy of human and material resources can be assessed.
- B. The evaluation system is one part of the Administrative and Supervisory Professional Growth System (A&S PGS). The development of the evaluation system was a collaborative effort between MCAAP/MCBOA and MCPS. The Board and the Association agree that any changes in the evaluation system and instruments shall be developed collaboratively. Through the PGS, MCPS and the Association aspire to ensure that all staff contributes, either directly or indirectly, to achieving the highest performance possible of every MCPS student and employee by raising the quality of support to instruction, as well as all other services that contribute to student achievement. The PGS acknowledges that peers provide valuable support in promoting the success of every employee.
- C. Evaluations of unit members shall be completed within the timelines established by the A&S PGS.
- D. Complaints about or material derogatory to a unit member will be maintained in a file on that unit member and/or used in their evaluation only under the following conditions:
 - 1. The complaint or material has been put into written form.
 - 2. The unit member has had an opportunity to review the material and has been given a copy.
 - 3. The appropriate administrator has substantiated the allegation.
 - 4. The unit member has had the opportunity to review such material and to affix their initials to a copy, with the expressed understanding that such initialing does not indicate agreement with the contents. The unit member shall be permitted to attach their comments related to the derogatory material.

ARTICLE 14

SALARIES AND COMPENSATION

A. Step Increases

- 1. **Year 1 (FY21)**—Step equivalency advances during the 2020-21 Year under Section A below will be determined in accordance with the separate Memorandum of Understanding providing for an operating budget review and certain specified commitments contingent on the review dated September 30, 2020.

2. **Year 2 (FY 22)** Salary schedules in effect on or after July 1, 2021, are subject to reopening of negotiations in accordance with Article 5, Negotiations Procedure, by either MCAAP/MCBOA or MCPS. Further, either side may reopen two (2) additional items of their choosing with the result of said negotiations to go into effect July 1, 2021.
3. Salary schedules in effect on and after July 1, 2022, are subject to reopening of negotiations in accordance with Article 5, Negotiations Procedure, by either MCAAP/MCBOA or MCPS. Further, either side may reopen two (2) additional items of their choosing with the results of such negotiations to go into effect July 1, 2022.

B. Salary Schedules and Pay Adjustments

1. **Effective July 1, 2020**, the salary schedules shall be detailed as below. Salary scales will be subject to change pending the operating budget review (Article 14 A.1). The most recent salary scales are published online on ERSC’s web page.

MCAAP Salary Schedule, Effective July 1, 2020						
Step	N-11	M	N	O	P	Q
1	\$96,859	\$98,658	\$104,520	\$110,735	\$117,321	\$124,305
2	\$99,738	\$101,589	\$107,627	\$114,029	\$120,814	\$128,005
3	\$102,705	\$104,607	\$110,829	\$117,420	\$124,410	\$131,817
4	\$105,761	\$107,718	\$114,126	\$120,916	\$128,113	\$135,742
5	\$108,906	\$110,921	\$117,520	\$124,515	\$131,929	\$139,787
6	\$112,148	\$114,221	\$121,019	\$128,221	\$135,858	\$143,951
7	\$115,486	\$117,617	\$124,621	\$132,040	\$139,905	\$148,244
8	\$118,923	\$121,118	\$128,330	\$135,973	\$144,075	\$152,660
9	\$122,464	\$124,725	\$132,151	\$140,023	\$148,368	\$157,211
10	\$126,114	\$128,436	\$136,089	\$141,414	\$149,842	\$158,774

MCBOA Salary Schedule, Effective July 1, 2020					
Step	G	H	I	J	K
1	\$71,097	\$75,305	\$79,764	\$84,495	\$89,507
2	\$73,200	\$77,535	\$82,129	\$87,002	\$92,164
3	\$75,368	\$79,832	\$84,566	\$89,584	\$94,900
4	\$77,600	\$82,198	\$87,074	\$92,242	\$97,720
5	\$79,901	\$84,636	\$89,657	\$94,982	\$100,622
6	\$82,269	\$87,146	\$92,318	\$97,802	\$103,613
7	\$84,708	\$89,734	\$95,060	\$100,709	\$106,693
8	\$87,221	\$92,396	\$97,884	\$103,702	\$109,866
9	\$89,810	\$95,141	\$100,792	\$106,784	\$113,134
10	\$92,476	\$97,966	\$103,788	\$109,958	\$116,499
11	\$95,221	\$100,876	\$106,872	\$113,229	\$119,965
12	\$98,048	\$103,873	\$110,050	\$116,596	\$123,535

2. **Off-Schedule Salary Adjustments**

Bargaining unit employees who are off schedule, due to the FY 2013 and FY 2014 increases, are accordingly compensated at pay rates that are not shown on the above. These salaries are subject to change pending the operating budget review (Article 14 A.1).

3. **11-Month Salary**—Unit members employed on an 11-month basis as assistant school administrators are paid on salary lane N-11, which is 92.67 percent of the salary on Grade N of the salary schedule.

C. Supplements

1. **Longevity Supplement**

- a. Each unit member shall become eligible to receive an annual longevity supplement of \$1,500 upon completion of five (5) years of service as an administrator and/or supervisor in MCPS.
- b. Each unit member shall become eligible to receive an additional annual longevity supplement of \$1,500 upon completion of ten (10) years of service as an administrator and/or supervisor in MCPS.
- c. Each unit member shall become eligible to receive an additional annual longevity supplement of \$1,500 upon completion of fifteen (15) years of service as an administrator and/or supervisor in MCPS.
- d. Each unit member shall become eligible to receive an additional annual longevity supplement of \$1,500 upon completion of twenty (20) years of service as an administrator and/or supervisor in MCPS.
- e. Longevity increases are effective on the first day of the pay period that contains the date of eligibility.

2. **Doctoral Supplement**—Each unit member who has received an approved doctorate degree will receive an annual salary supplement of \$2,000. The Joint Collaboration Committee will identify the types of approved doctorates.

3. **High School Supplement**—Selected comprehensive high school administrators shall be eligible for supplements as follows:

- a. **AP/ASA/Coordinator Supplement.** Each comprehensive high school assistant principal, assistant school administrator, and administrative coordinator will receive an annual salary supplement of \$2,500 for the additional duties and responsibilities assigned to only high school assistant principals, assistant school administrators, and administrative coordinators.
- b. Each comprehensive high school may choose to design, develop, and implement programs and instructional delivery models to meet the needs of its students identified as, or at risk of, not meeting graduation requirements, to ensure that all students have the credits needed for graduation. Each high school will submit its annual plans to the associate superintendent for high schools prior to the first semester of the next school year for approval. Plans will be adjusted mid-year to meet the changing needs of students in the school and each school will submit an end-of-year report to demonstrate the impact of their plan.
- c. **High School Program supplement.** Each comprehensive high school principal, assistant principal, assistant school administrator, and administrative coordinator in a high school with an authorized program described in b. above will receive an annual salary supplement of \$1,500 for the additional duties and responsibilities associated with the above qualifying programs.

4. **Single Administrator Principal Supplement**—Each principal who is the only administrator assigned to a school will receive an annual salary supplement of \$2,000.

5. **Title I School Supplement**—Each unit member who is assigned as a principal of a Title I school will receive an annual salary supplement of \$2,500. Each assistant principal assigned to a Title I school will receive an annual salary supplement of \$1,000.
6. **Large School Supplement**—Each principal assigned to an identified “outlier” school (very large) will receive an annual salary supplement of \$1,000. Schools eligible for this supplement will be determined each year based on enrollment. The Joint Collaboration Committee will review this process, including the criteria and appropriate enrollment date, prior to each new fiscal year.
7. **FARMS School Supplement**—Each principal assigned to an elementary, middle, or high school with a minimum FARMS rate of 50 percent will receive an annual salary supplement of \$2,500. Principals of Title I schools receive a separate supplement and will not be eligible for this supplement. The Joint Collaboration Committee will review which schools are eligible for this supplement prior to each new fiscal year.

D. Stipends

1. **Schools Under Construction**—Each principal of a school that is undergoing major renovation or reconstruction will receive an annual stipend of \$1,000. In addition, each school will receive an additional stipend of \$750 to be distributed to the appropriate administrator(s) identified by the principal and who are directly involved in the major construction project. For purposes of the stipends, the Joint Collaboration Committee will determine annually what is major renovation or reconstruction and the duration of the payment of the stipends.
 2. **Overnight Responsibilities**—Each unit member participating in an approved activity requiring overnight participation will receive a stipend of \$100/night for fulfilling that responsibility. The Joint Collaboration Committee will identify those activities that will be approved for this stipend on an annual basis.
 3. **Peer and Assistance Review (PAR) Panels**—Each unit member participating on the Teacher PAR Panel and the Supporting Services PAR Panel will receive an annual stipend of \$1000.
 4. **Central Service Building Administrator Stipend**—Each central service administrator who is designated as building administrator at an identified location will be provided a \$1000 stipend. Those buildings that are eligible for this stipend will be reviewed annually by the Joint Collaboration Committee. Consideration may be given to annual rotation of this responsibility.
- E. When a unit member’s position is reclassified by the Board of Education to a lower classification in or out of the unit, the unit member shall continue to receive their annual salary in effect on the date prior to the effective date of the reclassification action until the annual salary of the new grade exceeds the salary of the old grade, at which time the unit member will become eligible for salary increases.

F. Acting Higher-level Position

1. A unit member who is assigned to an acting higher-level position for a period of two consecutive work weeks or more shall be paid a salary that normally would be assigned to them if they were assigned permanently to that position.
2. An assignment made under this section must be in writing and approved in advance.
3. The salary shall be retroactive to the first day of the assignment.
4. A unit member who is assigned to an acting position on a lower pay scale shall suffer no loss of salary.

G. Promotion

1. A unit member who is promoted to a higher-level position shall be placed on a salary step that will provide an increase of no less than 6.0 percent over current salary (within reasonable rounding), unless such an increase would result in a salary that exceeds the top step of the grade of the new position on the salary schedule. Due to a salary schedule exception, during FY 2015 and FY 2016, a

promoted unit member going from the maximum “offscale” salary in grade N to grade O shall be paid a salary 2 percent higher than the salary at grade O step 10.

2. The supplements that are included in the base salary for purposes of calculating the new promotional salary are as follows:
 - a. High School Supplements
 - b. Single Administrator Principal Supplement
 - c. Title I School Supplement
 - d. Large School Supplement
 - e. FARMS School Supplement
3. All other supplements and stipends are not included in the base salary for the purpose of calculating the base salary on promotion.

ARTICLE 15

WORK SCHEDULES AND WORKDAYS

A. Workdays

1. All workdays when the central and administrative offices are open shall be duty days for unit members employed on a 12-month basis.
2. Unit members employed on an 11-month basis shall have a total of 215 duty days. All student days and professional days, as defined in the MCPS Board adopted annual calendar, shall be duty days for unit members employed on an 11-month basis. Eleven-month unit members will work the additional days during the year, as determined by the unit member’s supervisor.

B. Professional Recognition

1. The Board and the Association recognize that the nature of the jobs performed by members of the unit is such that work beyond the customary 40-hour work week often is required. The Board recognizes that professional staff will exercise professional judgment in determining when the needs of the school system permit them to attend to personal business of relatively brief duration during normal working hours, without using leave for those absences from the work site. Personal business may include, but is not limited to, private appointments, lab tests, parental obligations, household appointments, emergency household demands, or other personal business. Unit members wishing to exercise this privilege will communicate their desire to access this privilege and supervisors will give favorable consideration to this request, unless the supervisor has a reasonable basis for doing otherwise.
2. The parties agree that this privilege is to be used occasionally and is not for regular or frequent use. The parties also recognize that unit members will not overuse these privileges and the Board, at the appropriate supervisory level, retains the right to deny such privileges to any unit member whose pattern of absences from work appears inconsistent with the performance of their duties in the highly professional manner expected of all unit members. It is agreed that the substance of this section is subject to the grievance procedure, but not to the arbitration procedure.

C. Flexible Schedule Option

1. The parties agree to develop a framework that permits unit members to work a flexible schedule for a maximum of 10 weeks per year per unit member. The flexible schedule shall be four 10-hour days and one day off in a five-day work week.
2. School-based administrators will be able to choose a maximum of 10 weeks during the summer from the end of school through the week prior to preservice week. The defined summer weeks and the date for submission of the request for schools will be determined by MCPS and MCAAP. School administrators who are unable to schedule a flexible schedule in the summer, due to the requirements of supervising summer school or other extended-year programs, may schedule the flexible work week(s) during winter and/or spring breaks. Requests must be submitted to and approved by the appropriate executive staff member supervisor prior to the implementation of any flexible schedule option.
3. Central service units shall be able to choose up to any 10 common weeks in the year and must submit the plan for when the weeks will occur. A central services unit shall be defined by the work and the appropriate needs of the unit and be approved by the immediate supervisor and appropriate executive staff member. Requests must be submitted to and approved by the appropriate executive staff member prior to the implementation of any flexible schedule options.
4. Coverage plan—The request submitted for approval must address the following:
 - Plans for coverage of the school, office, and services.
 - The identity of the MCAAP/MCBOA unit member(s) who will participate.
 - A process for tracking attendance and leave use as well as recording attendance into the district's time and attendance system.
 - Reported leave use must be commensurate with the amount of work time actually missed.
 - The process for contacting MCAAP/MCBOA unit members in the event of an emergency, when they are not at the work site.
 - Impact on employees in other bargaining units.
5. Participation in this flexible schedule provision is voluntary on the part of each MCAAP/MCBOA unit member.
6. The Joint Collaboration Committee is expected to evaluate the effectiveness of this program annually and recommend any necessary modifications.

D. Summer, Spring, and Winter Breaks

1. During winter or spring break or summer MCAAP/MCBOA unit members may choose to work remotely for a portion of the hours subject to the following conditions:
2. Employees must identify, in advance, sufficient and appropriate work that can be performed off-site together with the technology or other resources to properly perform the work and be available to be contacted.
3. The supervisor will give favorable consideration to this request, with the understanding that the supervisor may deny approval based on documented evidence of misuse of such opportunities by the unit member.
4. Employees wanting to be off from otherwise scheduled work for any of the time in question must take accrued leave.

E. Work Schedule on Emergency Closing Days

During emergency school closings, when administrative offices are open, unit members may choose one of the following options:

- Report to work as scheduled.
- Request the opportunity to flex the arrival/departure time, based on the stated circumstances.
- Take personal or annual leave without prior approval.
- Request permission to complete professional responsibilities off site (See Article 12, Section D) if the unit member has appropriate resources and technology to complete sufficient and appropriate work that can be done at an alternative site. The request shall be made to the appropriate supervisor at least one hour prior to the scheduled time to report. A supervisor may deny such permission, based on evidence of misuse by the unit member or to meet identified school system needs. Examples of situations where the request to work off site may apply include, but are not limited to, the following:
 - » When weather conditions prohibit a unit member from traveling from their home to the work site.
 - » When the work site is inaccessible.
 - » When the work site is without electricity, heat, water, or is experiencing other facility emergencies.
 - » When permission for completion of professional responsibilities off site under Article 12, Section D. of the MCAAP Agreement was previously approved unrelated to current weather/emergency conditions.
- Eleven-month unit members who do not have annual leave may, in consultation with their principal, choose an alternative day to work and not report to work.

F. Thanksgiving Holiday

All unit members will be allowed to leave work two (2) hours early on the Wednesday before the Thanksgiving holiday, without charge to leave, or be credited two (2) hours of personal leave if the nature of their job responsibilities is such that it is not practical to allow the employee to leave early on the Wednesday before the Thanksgiving holiday.

G. Work-Life Expectations

MCPS and MCAAP believe that meaningful communication and collaboration is vital to the success of our schools and offices and that strong partnership between and among administrators is demonstrated through fair treatment, integrity, and open and honest communication. The parties are mindful that administrators take their work obligations and leadership responsibilities seriously, while balancing their personal commitments, relationships, and personal priorities as individuals. As such, MCPS and MCAAP have identified opportunities and expectations that provide guidance to administrators to exercise professional judgment in decisions that directly impact their immediate work schedule and those whom they supervise.

The parties will work together to implement the MCPS–MCAAP Work-life Expectations Guidelines, located in Appendix B of the Negotiated Agreement, and provide opportunities for administrative teams to understand and implement the stated tenets and expectations. The parties are committed to assist in creating and nurturing effective administrative teams.

ARTICLE 16

MILEAGE AND BUSINESS EXPENSES

- A. Unit members who, in order to fulfill their job responsibilities, are required to use their own vehicles to complete those assigned job responsibilities will receive the standard Internal Revenue Service rate per mile for all travel on MCPS business using their private automobile, subject to the conditions in the following paragraphs. These parameters are based on IRS regulations defining mileage reimbursements that do not require the district to treat the payment as taxable income. Adjustments in the mileage rate will be made effective on the date of the official change in the published rates in Internal Revenue Service regulations.
1. Employees will not be reimbursed for commuting mileage between their home and the first of one or more of their regular work locations. This includes situations where an employee returns home after being at work and then later returns to work again that day. Also included in the meaning of commuting are miles traveled to and from work on nonwork days, on leave days, or when teleworking.
 2. For employees who perform work at several MCPS and Non-MCPS locations during a day, commuting is defined as travel from an employee's home to the first work site they travel to for the purpose of performing work in a day, and travel from the last worksite at which they worked on a day to their residence. For purposes of mileage reimbursement MCPS meetings or functions held at a non-MCPS facility will be treated as at an MCPS location.
 3. An employee who has to travel on MCPS business to a non-MCPS site from home may report that mileage and the return trip for reimbursement.
 4. No personal travel may be submitted for reimbursement.
 5. Unit members are reimbursed for mileage that is required as part of their regularly assigned function/position. MCPS and MCAAP shall communicate the examples of additional assigned functions of the positions that may qualify for reimbursement. Employees who receive stipend payments, overtime, or other additional pay for additional work do not receive reimbursement for miles traveled in their personal vehicles for this work. This includes extracurricular stipends and summer assignments. Approved use of a personal vehicle for transportation on a field trip or for out of district outdoor education will be reimbursed.
 6. Travel mileage is reimbursed for up to the shortest non-tolled route between sites. Employees may travel other routes for reasons such as speed of travel, but may only claim reimbursement for the miles in the shortest non-tolled route, as shown on MCPS mileage charts.
 7. The employee claiming reimbursement must submit a reimbursement request to their supervisor within 10 business days after the end of the month during which the travel occurred. Unit members will not be required to drive pupils to activities that take place away from the school building. Unit members may do so voluntarily, with the advance approval of their principal or immediate supervisor, and will be reimbursed for driving such miles at the rate provided in paragraph A above.
- B. All unit members will be reimbursed for authorized business expenditures incurred in the performance of duties, if the unit member provides adequate receipts.
- C. MCAAP-BOA unit members, who are required, as a condition of employment in a given position, to use their private automobiles and who, because of this required employment use, pay a higher insurance premium, shall be reimbursed for the amount of the additional premium. The unit member seeking reimbursement will be expected to submit satisfactory evidence to support such claim.

ARTICLE 17

EMPLOYEE BENEFITS

A. The current health insurance plans contained in the “Employee Benefit Summary” and “Evidence of Coverage” documents, as amended by agreement of the parties, shall be incorporated as part of this Agreement. The Plans shall be maintained for the life of this Agreement, and shall not be changed except as may be recommended to the parties by the joint MCAAP-BOA Employee Benefits Committee, as provided in this Article. The revised booklets shall be made available electronically to all employees during the open enrollment period.

B. Medical Plans

The Benefit Plan shall include the following options:

1. Effective January 1, 2018, there will be one (1) Point-of-Service (POS) plan. One Point-of-Service (POS) plan with differentials between in-network and out-of-network plan design.
2. **HMOs—Health Maintenance Organizations.** Two (2) Health Maintenance Organization plans, including both network and staff model HMOs.
3. The Board agrees to pay the dominant share of premiums in accordance with the schedule and provisions below. The insurance cost premium-sharing formulas will remain protected through June 30, 2023.

a. Base Premium Cost-sharing Formulas

HMO plans	88/12
POS plans	83/17
Dental, Vision, Rx & Life	83/17

b. Wellness Incentives

- **Health Risk Assessments (HRAs)**—MCPS will pick up an additional 1 percent of the premium for employees who complete an online Health Risk Assessment by the established deadline.
- **Biometric Screenings (BMSs)**—MCPS will pick up an additional 1 percent of the premium for employees who complete and submit the results of standard lab tests of blood work by the established deadline.
- All data submitted through these wellness initiatives will be treated as confidential by a third-party administrator covered by the privacy requirements of the federal HIPAA Act.
- Implementation of these provisions will be overseen by the Joint Employee Benefits Committee, including approval of the final HRA questionnaires and BMS requirements. Participation in HRAs and BMS shall be completely voluntary.
- HRAs and BMSs shall be documented annually through the third-party administrator for renewal of the employer premium pick-ups for the following year.

c. Smoker Rates

District health plans and the parties Agreements should be modified to remove all provisions pertaining to smoking attestation and related smoking surcharges and any other penalties beginning on January 1, 2021.

4. **Doctor Visit Co-pays.** Doctor visit co-pays will be as stated in the following table:

Plan	Providers	Effective 1/1/2021
POSs	Primary Care Physicians	\$15
	Specialists	\$25
HMOs	Primary Care Physicians	\$10
	Specialists	\$20

C. Supplemental Plans

The existing dental, vision, drug, and life insurance plans shall continue to be provided, except as modified herein. Unit members will be able to select each plan independently, regardless of other plan selections. The premium cost-sharing formula shall be in accord with the schedule and provisions of B. 3.a. above.

1. **Dental Plans**

MCPS will contract with both a dental preferred provider organization (DPPO) and a dental maintenance organization provider (DMO) to provide dental benefits to MCPS employees. Unit members may elect annually to participate in either the DPPO or the DMO plan. The DPPO will provide both in-network and out-of-network dental benefits.

2. **Vision Plan**

The vision plan benefits will be as follows (“NVA Wholesale1” option):

Exams	Optometrist	\$50
	Ophthalmologist	\$66
Frames	Frames Only	\$40
Lenses	Per Pair:	
	Single Vision	\$40
	Bifocal	\$70
	Trifocal	\$90
	Lenticular	\$240
Contact Lenses	Medically Necessary	\$230
	Standard or Disposable	\$80

3. **District health plans shall be modified to include hearing aids for employees and dependents, effective January 1, 2021.**

4. **Prescription Drug Plans**

- a. MCPS will implement a managed prescription drug plan that combines utilization review, physician profiling, and case-management techniques. The plan will protect a physician’s ability to make a final medical determination of the appropriate medication. The plan’s co-payment structure is designed to encourage participants to purchase prescription drugs at the most affordable price.

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

DRUG CLASS	Retail 30 day supply		Domestic Mail Order 3-month supply	
	7/1/17– 12/31/17	1/1/18 and thereafter	7/1/17– 12/31/17	1/1/18 and thereafter
Generic Drugs	\$5	\$10	\$5	\$10
Brand Name, Formulary List Drugs	\$20	\$25	\$20	\$25
Brand Name, Non-Formulary, no generic equivalent	\$35	\$40	\$35	\$40
Brand Name, Non-Formulary, generic is available	\$35 plus the difference	\$40 plus the difference	\$35 plus the difference	\$40 plus the difference

- c. **Generic Equivalent Rules**—Prescriptions for non-formulary brand-name drugs with a generic equivalent will be filled automatically with a generic, and the participant will be charged the lower generic class co-pay. If the physician specifies to dispense as written, or if the participant opts for brand-name non-formulary drugs, such drugs will be dispensed and the co-pay shall include the added difference in cost for the name-brand drug over the generic drug.
- d. **Formulary Drug List** (a.k.a. “Primary Drug List”) is a list of preferred brand-name medicines that have been reviewed and selected by the pharmacy benefit manager’s “Pharmacy and Therapeutics Committee” of practicing doctors and clinical pharmacists for their safety, quality, and effectiveness.
- e. **Maintenance Drug Class**—Maintenance medications are drugs usually prescribed to treat conditions of a long-term or chronic nature, such as diabetes, arthritis, or high blood pressure. Drugs are classified according to therapeutic category and those drugs that are considered as maintenance medications under the plan are identified through the pharmacy benefit manager. Two initial 30-day prescriptions for maintenance drugs may be filled at a retail pharmacy. Following that, maintenance drugs must be filled through the mail-order pharmacy program. If such subsequent maintenance drug prescriptions are purchased at a retail pharmacy, the plan shall pay only as much as it would have if the drug had been purchased by mail order—and the participant shall pay the difference. Participants may choose to continue purchasing their maintenance drugs in 30 day prescriptions at a retail pharmacy beyond the first two months. If they do, the co-pay shall be the mail order co-pay for a 30-day supply plus the added difference in cost for the retail maintenance drug over the plan’s cost for purchase of a 30-day supply of the maintenance drug through the mail-order pharmacy.
- f. **Biotech Drug Class**—Certain newly patented, high-cost, bioengineered drugs are to be bought in the most cost-effective way. The plan design shall include a specialty mail-order pharmacy for biotech drugs. The Joint Employee Benefits Committee will have responsibility for continuing to seek out ways to purchase biotech drugs at the lowest possible cost.
- g. **Specialty Drugs**—Caremark will be the exclusive provider of designated specialty drugs for Caremark plan participants.
- h. If a doctor certifies that it is medically necessary to prescribe a brand-name drug (for example, if the participant has an allergic reaction to the generic equivalent), the co-pay on brand-name drugs filled through the mail-order program will be the applicable brand-name drug co-pay—either formulary or non-formulary no-generic.
- i. **Generic Step Therapy.** “Targeted Generic Step Therapy” will be implemented in the Caremark prescription plan to promote greater use of generic drugs in the case of certain drugs for identified medical conditions, as provided in a separate Memorandum of Understanding regarding Generic Step Therapy between MCPS and MCEA, SEIU Local 500, and MCAAP.

- j. Network pricing at pharmacies participating in the network, and through the mail-order pharmacy, shall be made available to plan participants to purchase medical supplies not covered by the plan but negotiated through the network. The co-pay for such supplies shall be 100 percent of the network discounted cost.
- k. Participants in the Kaiser HMO shall have their prescription coverage provided by Kaiser, in conjunction with their medical plan. The co-pays shall be \$10 for all prescriptions at Kaiser pharmacies (including mail-order) and \$15 at other participating pharmacies (including Giant, Safeway, and CVS).
- l. Disease Management**
 - (1) **Diabetes Management Program**—Plan participants diagnosed with diabetes, who participate in one of the plans' diabetes disease management programs, will have their co-payments waived on diabetes medications and test strips for the following calendar year, as long as they maintain their participation in the diabetes management program and use their medications prescribed to treat diabetes without missing any days.
 - (2) **Cholesterol Control Compliance**—Plan participants diagnosed with high cholesterol, who participate in one of the plans' cholesterol control compliance programs, will have their co-payments waived on related medications for the following calendar year as long as they maintain their participation in the program and use medications prescribed to treat their cholesterol without missing any days.
 - (3) **Hypertension Control Compliance**—Plan participants diagnosed with hypertension, who participate in one of the plans' hypertension control compliance programs, will have their co-payments waived on related medications for the following calendar year, as long as they maintain their participation in the program and use medications prescribed to treat their hypertension without missing any days.

D. Life Insurance

The Board will provide eligible unit members with the opportunity to purchase additional term life insurance in an amount equal to one times annual salary, during the initial benefit-eligibility period. An eligible unit member who does not purchase additional term life insurance when first eligible may do so during future open enrollment periods, provided they meet insurance company underwriting requirements. The unit member will pay the full cost of additional life insurance purchased under this provision.

- E. The Joint Employee Benefits Committee will review Requests for Proposals and make selection recommendations associated with the benefits plans designated above to the Board of Education.

F. Dual-employee Households

Whenever a husband and wife are both employed by MCPS and eligible to participate in the Employee Benefits Plan, each will have the option of being covered separately or being covered as a dependent on their spouse's plans. No employee or dependent may be covered under two different MCPS plans for the same type of benefit (health, dental, vision, prescription). In the event of termination of coverage of one of the employees, or if dissolution of the marriage occurs, any employee who was covered as a dependent under their spouse's plan will be permitted to continue in that plan as the covered employee.

G. Tax Deferred Annuities & Deferred Compensation Plans

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

The parties agree to continue to work through the advisory committee to establish an oversight structure for the defined contribution plans, to include representatives of the employee organizations as is currently done with the Retirement and Pension System Board of Investment Trustees.

H. Joint Employee Benefits Committee

The parties will work jointly through the ADC to reinvigorate the JEBC so that it returns to its intended function as a body actually making recommendations to the Board and superintendent, rather than simply serving as a sounding board listening to vendor and staff reports. Part of this shall include exploring ways in which the unions can play an expanded role in the governance and oversight of the plans.

1. The Joint Economic Benefits 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.
2. The committee shall also select and monitor the performance of the health care plan administrators.
3. It is understood that the committee shall use the bid process, if required by state law or MCPS regulation, to contract for outside services required to assist the committee.
4. The Board shall indemnify and hold MCAAP/MCBOA, its officers, employees, and agents harmless against any and all claims arising out of the agreements set forth in this section and will reimburse witness costs and fees, court costs, legal fees, and lost wages incurred in defending against any such claim.
5. In recognition of the inadequacy of the Maryland State Teachers Pension, the Joint Employee Benefits Committee also is charged with developing options for enhancing the MCPS supplemental pension plan. Such options may be the subject of future negotiations between the parties.
6. Recognizing the shared interest in enabling plan participants to be better informed consumers of health-care services, the parties agree that MCPS will use its available communication systems to maximize the availability of comparative costs for services being charged to the plan by doctors, labs, and hospitals, as well as information on hospital readmission rates and post-surgical infection rates. The Joint Employee Benefits Committee will be provided with full access, to the extent possible, to plan utilization and vendor performance, outcome, and cost data, including vendor contracts, to facilitate their work toward increasing market transparency so that plan participants can be better informed consumers of health-care services.

I. Flexible Spending Accounts

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

J. Retirement/Pension Plans

The Board agrees that any modifications in the retirement and pension plan benefits will be announced 90 days in advance of the effective date of the implementation of such changes. It agrees further that the Association will be consulted about the proposed changes and will be given an opportunity to provide its views and suggestions. Unit members planning to retire should contact the ERSC as early as possible.

ARTICLE 18

EMPLOYEE CLAIMS

A unit member may be reimbursed for repair or replacement of clothing or other personal property damaged or destroyed in the performance of their duties, taking into consideration depreciation. Personal property possession must have been reasonable or proper under the circumstances and the damage or destruction must not have been caused in whole or in part by the negligent or wrongful act of the employee. Any damage or destruction will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions. Damage to a unit member's motor vehicle will be reimbursed for out-of-pocket expenses, not to exceed \$200, provided that the unit member can produce the proof that their motor vehicle was damaged as a result of their enforcement of school regulations. All claims must be submitted to the Small Claims Review Board for its decision. The maximum reimbursement under this Article shall not exceed \$900 for claims that are approved by the superintendent or designee.

ARTICLE 19

VACANCIES AND TRANSFERS

Subtitle I—Vacancies

- A. The Board of Education and the Association acknowledge their mutual interests in having a clear process for advertising administrative and supervisory vacancies and having a timely and orderly voluntary and involuntary transfer process for administrative and supervisory level positions.
- B. The provisions of this Article are applicable to filling a vacancy in the bargaining unit. A vacancy exists when the Board determines to fill an unencumbered budgeted unit position. The superintendent shall select the candidate to be recommended for appointment to the vacancy.
- C. Administrative vacancies will be advertised on the current electronic system for a minimum of five (5) full workdays. To expedite the filling of vacancies under unusual circumstances, MCPS may consult with the president/designee of MCAAP to determine if a waiver of the five-day advertising requirement is necessary and appropriate. Vacancies shall be posted for a minimum of two days. Unit members will have four (4) workdays in which to apply. Unit members who have submitted a request for a transfer to the position that is advertised will be included as applicants. Unit members who have not submitted a request for transfer must submit their application or résumé in writing via MCPS Careers to the Office of Human Resources and Development (OHRD) within the expressed time limits in order to be considered for specific advertised vacancies. Every effort will be made to contact unit members as to the status of their candidacy prior to the interviews.
- D. Unit members may be asked to interview for positions for which they did not apply. In such cases, the unit member may accept or decline the opportunity without prejudice.
- E. In the notice of vacancies, qualifications, duties, electronic/URL link to the job description, and rates of compensation will be clearly stated. Where qualifications and duties may vary significantly from the class description for a position, the variations will be specified and the Association shall be informed.
- F. In filling vacancies, applicants' quality of job performance, length of service in MCPS and/or the position, areas of competence, certification, and major and/or minor fields of study will be considered.
- G. Upon written request, the superintendent or designee will explain in writing to an applicant the specific reason(s) why they were not appointed or considered for the vacancy.

Subtitle II—Transfers

A. Definitions

1. **Involuntary Transfer**—A unit member whose position has been abolished or is transferred to an assignment that the individual did not request.
2. **Voluntary Transfer**—A unit member who requests and receives a transfer or reassignment.
3. **Administrative Placement**—The filling of a vacancy by the superintendent or designee in lieu of the stated advertisement and selection process.
4. **Reclassification**—The re-grading or change in responsibilities or duties of a position.

B. In effectuating involuntary transfers, the affected employee's quality of job performance, length of service in MCPS and in their current position, areas of competence, certification, and major and/or minor fields of study will be considered.

C. When an involuntary transfer or reassignment of a unit member is deemed necessary, the affected unit member will have the opportunity to make known to their immediate supervisor and/or other appropriate administrators their career goals and individual needs regarding the proposed transfer, prior to a final placement. A unit member whose position has been abolished will be interviewed for A&S advertised vacancies for which they apply and are qualified for a period of up to 12 months after the notification that the position is abolished.

D. The employee served such notice may request a written explanation of the reasons for such transfer or a conference with the superintendent or his authorized designee to discuss the transfer and shall be given such written explanation or granted such a conference no later than five workdays after the request is received by the office of the superintendent or his authorized designee. The employee shall have the right to be accompanied and assisted by a representative of the Association at any such conference.

E. A unit member who is involuntarily transferred for other than disciplinary reasons to another position on a lower pay scale shall continue to be paid the annual salary in effect on the date prior to the effective date of the transfer until their annual salary on the new grade exceeds this guaranteed salary, at which time the unit member will be placed on the new schedule.

F. The provisions of this Article shall not apply to principal interns who are removed from their respective positions in accordance with program criteria. Likewise, a person acting in a bargaining unit position shall not have the protection of this Article when returned to their former position.

G. The provisions of this Article will not apply when the position is filled through administrative placement. However, the Association will be notified when a vacancy is going to be or has been filled by administrative placement. Where feasible, the Association will be notified in advance, with the opportunity to offer comments on the advisability of the administrative placement.

H. The parties understand that, except where conditions necessitate otherwise, acting positions shall normally be for periods less than one year.

I. The procedures incorporated in this Article shall be subject to the grievance and arbitration procedures; however, the merits of the decision to fill a vacancy with a particular individual shall not be subject to the grievance or arbitration procedure.

Subtitle III—Reclassification

When a request to study a position for reclassification into or out of the MCAAP/MCBOA units is approved by the chief operating officer (COO), in accordance with the provisions of Regulation GHR-RA, notification of the approved study will be provided to the incumbents in the position and the Association in order to communicate and plan for the reclassification study. The Association may submit information relevant to the proposed study. The Association shall be notified of the study results when finalized.

ARTICLE 20

LEAVES

The following leave regulations, compliant with the Education volume of the Annotated Code and the Code of Maryland Regulations, apply to all unit members. Terms used in the upcoming 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. In addition, anyone who lives regularly in the unit member’s household and anyone for whom the unit member has durable medical or personal representative power of attorney shall also be considered immediate family.

Planned program for professional leave—a program planned and approved by 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 MCPS.

A. Family and Medical Leave Act

1. This Article shall conform to the requirements of the Family and Medical Leave Act of 1993 (FMLA). Subject to the definitions and criteria of FMLA, employees are provided up to twelve (12) weeks in any 12-month period for the birth or placement for adoption or foster care of a child, the serious illness of an immediate family member, as defined in this Article, or the employee’s own serious health condition. Authorized leave under this Article, conforming to the FMLA definition of “serious health condition,” shall be counted as FMLA leave up to the maximum twelve (12) weeks in each year.
2. The employee’s benefits will be maintained during the term of covered leave under the conditions in which coverage would have been provided if the employee had continued working.
3. Upon completion of the FMLA-covered leave, an employee will be returned to their original position within MCPS, or to an equivalent position if the original position has been eliminated.
4. Upon return from FMLA leave, all benefits will resume in the same manner and at the same levels as provided when the leave began, and will be subject to any changes in benefit levels that may have taken place during the period of FMLA leave.

B. Sick Leave

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

1. **Eligibility**—The provisions of sick leave apply to all unit members.

2. **Method of computing sick leave**—Each full time unit member shall accrue sick leave at the rate of one 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, except as provided in Section R.2, of this Article.
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. **Indebtedness of advanced sick leave at termination of service**—A unit member who, on termination of service with MCPS, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from their earned salary. A unit member must reimburse the system for any amount of indebtedness for advanced sick leave not covered by their earned salary.
6. **Disposition of accumulated sick leave at termination of service or death**—At the time of their termination after five (5) years of MCPS service, any unit member who has performed their duties satisfactorily shall receive termination pay at their current salary rate for one fourth of their accumulated sick leave. In the event of an employee's death, such amount shall be paid to the employee's estate. After a unit member has completed thirty (30) years of MCPS service, the termination pay described in this paragraph shall be for 30 percent of the unit member's accumulated sick leave.
7. **Procedure to be followed in obtaining and using sick leave**
 - a. A unit member shall notify the appropriate official as early as possible if they are unable to report for duty.
 - b. A unit member on sick leave shall notify the appropriate official as to the progress of their illness and the date of their availability for duty, as soon as it is determined.
 - c. A certificate by a physician confirming the necessity for a unit member's absence due to illness, injury, quarantine, pregnancy, miscarriage, or childbirth and recovery may be required.
8. **Sick Leave Bank**
 - a. All rules and guidelines governing the uses of the sick leave bank shall be established by mutual consent of the parties.
 - b. Effective July 1, 2017, all new unit members shall be enrolled in the sick leave bank, unless an Opt Out form is completed and filed with the Association and MCPS.

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

On the superintendent's recommendation, the Board may grant a leave of absence without pay to a unit member when that unit member or a member of their immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one (1) year. Leave approved and verified with a doctor's certification on an FMLA leave request form, in accordance with the FMLA, may be taken for up to twelve (12) weeks. Applications for leave must be submitted in writing to the appropriate official and forwarded with their recommendation.

1. **Eligibility**—All unit members are eligible to apply.
2. **Benefits**—Unit members may contribute to the retirement system while on leave, according to the provisions of the MCPS Retirement System. For unit members on FMLA leave, MCPS will maintain the employee's benefits under the conditions coverage would have been provided if the employee had continued working.
3. **Return from Leave**—If the leave granted is for personal illness, the unit member will be reinstated at the conclusion of the leave provided a health certificate from the attending physician is

submitted attesting to the unit member's physical fitness to perform their duties. Reassignment will be made when there is a vacancy for which the unit member is qualified. Reassignment upon return from an approved FMLA leave will be to the unit member's original position held prior to leave or to an equivalent position if the original position has been eliminated.

D. Leave for Illness in the Immediate Family

1. Leave may be granted for illness in the immediate family and shall be charged against accumulated sick leave.
2. **Catastrophic Family Leave Bank**

A Catastrophic Family Leave Bank will support unit members who have no more accumulated leave available. All rules and guidelines governing the uses of the Catastrophic Family Leave Bank shall be established by mutual consent of the parties.

E. Workers' Compensation 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 workers' compensation leave at full salary by the superintendent, provided the unit member seeks medical treatment with respect to the injury from a physician who is among a list of preferred providers approved by the Board. If the unit member elects to be treated by a physician who is not among the list of preferred providers, the unit member will be entitled to receive the benefit mandated by the Workers' Compensation Law of Maryland, but will not be entitled to the benefits in this section. A unit member receiving workers' compensation benefits but not receiving workers' compensation leave may use their accrued sick leave and must submit to MCPS all monies received through the Workers' Compensation Law of Maryland, or resulting from a legal liability of a person other than the unit member.

For purposes of this section, full salary is defined as net biweekly pay after withholding of federal, state, and FICA taxes. The parties agree that unit members shall not receive greater salary after taxes while on workers' compensation leave than when they are on active duty. Therefore, the Board shall provide a supplement to the standard workers' compensation benefit so that the net pay of the employee is equal to their regular net pay. The gross salary for the purposes of pension/retirement and tax-deferred program contributions shall remain that of the regular gross pay.

The unit member, or their representative, must file an injury report with the ERSC within forty-eight (48) hours of the injury. The unit member shall also file a leave request for leave for workers' compensation accompanied by a participating doctor's report stating they are unable to carry out the duties of their assignment due to this injury.

Workers' compensation leave is approved by the Department of Financial Services, and is contingent upon claim for workers' compensation being approved by the MCPS Workers' Compensation claims administrator. If the leave is not approved by the MCPS Workers' Compensation claims administrator, the employee will be required to repay MCPS all monies received. This payment can be in the form of annual leave, sick leave, or lump sum payment. All monies payable to the unit member through the Workers' Compensation Law of 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 their physician and to inform their principal or other appropriate official monthly of the approximate date they can return to their regular assignment. A unit member may be carried on full workers' compensation leave for up to one (1) year after the disability accident. At that time, the superintendent will determine whether the unit member is able to return to their regular assignment, be given an alternative work assignment, be placed on sick leave, or be placed on disability retirement. An alternate work assignment terminates workers' compensation leave.

Neither the requirement that a unit member seek medical treatment from a Board preferred provider nor the one-year limit for workers' compensation leave shall apply to a unit member who is injured due to a physical disability that results from an assault while in the scope of Board employment, or who is injured while intervening in a fight or physical struggle that takes place in the unit member's presence in a school building or on school grounds or on a school-sponsored trip.

F. Annual Leave

Annual leave is paid leave that is granted to each 12-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 12 months' duration. Unit members under contract for 11 months or 10 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 eligible personnel shall earn annual leave as follows:
 - 0–3 years of MCPS service—15 days
 - 4–15 years of MCPS service—20 days
 - 16+ years of MCPS service—26 days
3. **Accumulation of annual leave**
 - a. For any one year, a unit member may carry forward up to, but not exceeding, thirty-five (35) 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 thirty-five (35) 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.
 - d. Unit members with at least five (5) years of experience with MCPS, and who have accumulated at least 280 hours of annual leave, will be permitted to "cash out" up to five (5) days of such annual leave and deposit the monetary value of the leave in their available 403(b) plan. All annual leave so deposited must be matched by the unit member's payroll deduction of at least an equal amount of salary in the same fiscal year to a qualifying 403(b) and/or a 457(b) plan. This provision also applies to unit members retiring on July 1.
4. **Disposition of accumulated annual leave at termination of service or death**—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 forty-five (45) days. In the event of an employee's death, such amount shall be paid to the employee's estate.
5. **Rescinded leave**—If written advance approval of annual leave is subsequently rescinded by the associate superintendent or designee, the unit member will be reimbursed for the actual costs paid by the employee for travel and lodging reservations made or incurred in reliance on the approved leave.
6. **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.
7. **Use of annual leave in conjunction with child care/adoption leave. See Section I.**

G. Holiday Leave

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

H. Professional Leave

At the discretion of the Board, professional leave that will prepare the unit member for greater usefulness in their employment may be granted to a unit member upon recommendation of the superintendent or designee for such purposes as outlined below:

1. **Sabbatical leave for academic study/professional improvement**—Sabbatical leave may be granted to the unit member by the Board, upon recommendation of the superintendent, for work, research, or other purposes that will increase the unit member's competence or further professional growth and will contribute to the improvement of the school system.

An outline of a planned program must be submitted with the application for leave, including what the employee intends to accomplish during the period of leave, how the leave would enhance the unit member's performance/career and benefit the school system, and a plan for monitoring progress during the term of the leave. In addition, the unit member must obtain the endorsement of the associate superintendent who will monitor the plan, review progress reports submitted by the unit member, and approve the documented completion of the approved program.

- a. **Standard**—The number of unit members that may be granted sabbatical leave in any year will be at the discretion of the superintendent of schools and the Board.
- b. **Eligibility**—Unit members become eligible for sabbatical leave, for a minimum of a full semester, up to one full year after they have at least seven years of MCPS service uninterrupted by any other leave of semester duration or more, except for sick, child care, military or exchange leave. Eligibility is reestablished seven years after the first sabbatical leave is completed.

Where required, the unit member shall hold a standard or advanced professional (first class) certificate, valid at the time leave is granted.

- c. **Salary allowance**—Unit members granted sabbatical leave shall receive one half ($\frac{1}{2}$) their regular salary during the specified 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 their 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 biweekly.

d. Benefits

- (1) A unit member on sabbatical leave shall for all purposes be viewed as a full-time employee. The unit member's rights and privileges, length of service, and right to receive salary increments as provided by the policies of the Board will be the same as if the unit member had remained in the position from which they took leave. Annual and sick leave may not be used or earned while on sabbatical leave.
- (2) During the period of sabbatical leave, the unit member's contributions to the MCPS Retirement System shall be made jointly by the individual and the Board. The unit member shall pay an amount proportionate to the amount of salary received and the Board 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 sabbatical leave shall enter into a separate, written contract whereby they agree to return to service in MCPS 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, they shall refund any monies paid to them or on their behalf by the Board prorated to account for any time served out of the two- or three-year period.
 - f. **Change of status due to inability to complete program**—If the unit member cannot complete the planned program for which sabbatical leave was granted, it is their responsibility to notify the superintendent. The leave may then be rescinded by the Board 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 them or on their behalf for which they may be liable as a result of the change in leave status.
2. **Leave without pay for academic study/professional improvement**—Leave without pay may be granted to the unit member by the Board upon recommendation of the superintendent for work, research, or other purposes that will increase the unit member’s competence or further professional growth and will contribute to the improvement of the school system.

An outline of a planned program must be submitted with the application for leave, including what the employee intends to accomplish during the period of leave, how the leave would enhance the unit member’s performance/career and benefit the school system, and a plan for monitoring progress during the term of the leave. In addition, the unit member must obtain the endorsement of the associate superintendent, who will monitor the plan, review progress reports submitted by the unit member, and approve the documented completion of the approved program.

- a. After three (3) years of satisfactory service
 - (1) **Eligibility**—Unit members become eligible for a leave of absence for professional improvement without pay for a minimum of a full semester, up to one full year, after three (3) years of MCPS service uninterrupted by any other leave of a semester duration or more, except for sick, child care, military, or exchange leave.
 - (2) **Benefits**
 - During the unit member’s period of leave, their contributions to the Employee Benefit Plan shall be paid by the Board.
 - During the unit member’s period of leave, their contributions to the MCPS Retirement System shall be paid by the Board.
 - Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.
 - (3) **Contractual agreement**—A unit member granted sabbatical leave without pay shall enter into a separate written contract by which they agree to return to service in MCPS for at least a one-year period immediately following the termination of the leave. If the unit member fails to return and remain in service for at least one year, they shall refund any monies paid to them or on their behalf by the Board on a prorated basis according to time served.
 - (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 was granted, it is their responsibility to notify the superintendent. The leave may then be rescinded by the Board and the unit member placed on the appropriate leave status, reassigned, or terminated. Any monies paid by the Board to them or on their behalf for which they are liable as a result of the change in leave status will be refunded to the Board.

b. After one (1) year of satisfactory service

- (1) **Eligibility**—Unit members become eligible to apply for a leave of absence for professional improvement without pay for a minimum of a semester up to one full year after one (1) year of MCPS service.
- (2) **Benefits**—Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.
- (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 was granted, it is their responsibility to notify the superintendent. The leave may then be rescinded by the Board and the unit member placed on the appropriate leave status, reassigned, or terminated.

3. **Leave to attend professional meetings**

Upon written application in advance and with the recommendation of the appropriate supervisor, the superintendent or designee may grant a unit member leave to attend professional meetings (e.g., conventions, conferences, or committees) as participant or observer without loss of salary or, pursuant to the same request and approval process, the superintendent or designee may grant a unit member leave, without loss of salary, for short-term study of no more than twenty (20) working days. “Study” is meant to include academic or nonacademic coursework, seminars, or other activities for professional improvement, but does not include activities for the purpose of generating additional income. Leave for short-term study may be approved and used in blocks of less than a full day.

4. **Leave for exchange or overseas teaching/administration**

Upon written application in advance and with the recommendation of the superintendent, the Board may grant a leave of absence not to exceed two (2) years for exchange teaching/administration or for teaching/administration in an overseas area. To be eligible, a unit member shall have at least five years of MCPS service. 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/administration.

5. **Leave for teaching/research/administration 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 to a unit member for the purpose of teaching/research/administration in a teacher training college or university. Any remuneration to be paid by the Board 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 they remained in their present position in MCPS.

Procedures

- a. **Eligibility**—To be eligible, a unit member shall have served in MCPS for five consecutive years.
- b. **Benefits**—A unit member on leave for teaching/research/administration 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 they had remained in the position they held when leave was granted. Sick or annual leave can be neither used nor earned.
- c. **Contractual agreement**—A unit member on leave for teaching/ research/administration shall agree to return to service in MCPS for at least a two-year period immediately following the leave of absence or reimburse the Board for all monies paid to them or on their behalf, prorated to account for any time served out of the full two years. Where no salary contributions have been made by MCPS, the unit member will be liable only for a prorated share of benefits, if any are funded by MCPS.

- 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 their responsibility to notify the superintendent. The leave may then be rescinded by the Board 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 them or on their behalf.

I. Child Care/Adoption Leave

1. Any unit member who will become an adoptive parent or who wishes leave to care for their child may be granted an unpaid leave of absence not to exceed eighteen (18) months. Such leave shall be renewable at the request of the unit member for an additional period not to exceed eighteen (18) months. In accordance with the FMLA, leave shall be granted to a unit member for a period not to exceed twelve (12) weeks for the purpose of caring for their child, placement for adoption or foster care. Such leave shall be contiguous to the birth or adoption or contiguous to such leave by the other parent.
2. When the leave is of short duration, and not longer than sixty (60) consecutive duty days, a substitute may be employed and the position shall be held for the return of the unit member. The unit member shall complete the appropriate leave request.
3. Unit members wishing leave in excess of sixty (60) consecutive duty days for a period not to exceed eighteen (18) months must use the appropriate leave request for long-term child care/adoption leave. The unit member's position 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 appropriate official. The sixty-day (60) or eighteen-month (18) 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 appropriate official in writing at least thirty (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, in accordance with MCPS procedures. For those unit members on FMLA leave, for the duration of the FMLA leave, MCPS will maintain the employee's benefits under the conditions coverage would have been provided if the employee had continued working. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS; or the total of such contributions, plus interest, may be paid at the time of return from leave, in accordance with MCPS procedures.
7. In order to return from child care/adoption leave, the unit member shall submit a request in writing to the director of staffing at least one-month before the date the employee desires to be reassigned. If a unit member is offered an assignment for which they are qualified and the assignment is refused, the unit member will have to resign or be terminated. A unit member returning from an FMLA leave will be reassigned to their original position, or to an equivalent position if the original position no longer exists.

J. Military Leave

1. Military leave of absence

- a. Approval**—A unit member entering military service, upon written application and with the approval of the superintendent, may be granted leave of absence without pay, in accordance with the state regulations. A copy of the military orders must accompany the request for leave. This leave applies to individuals who are drafted or volunteer for service or are members of the Reserves (as used herein includes National Guard) and are called to active duty.

- 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 will complete any period of probation, not completed prior to entering the armed forces or being called to active duty, if their separation from the armed forces or return to inactive duty was under conditions other than a dishonorable discharge.
 - (2) They make application within ninety (90) days from the date of their separation from the armed forces in case they have involuntarily entered, or within ninety (90) days after the termination of their first period of enlistment in case they have voluntarily entered or written ninety (90) days after the return to inactive duty in the case of a member of the Reserves, for reinstatement to the Board.
 - (3) They make application for reinstatement within ninety (90) days from the date of separation from such service or return to inactive duty or within ninety (90) days after discharge from a hospital, provided such hospitalization is directly connected with, related to, and immediately follows their separation from the armed forces or return to inactive duty 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 which they would have received if they had remained continuously in the Board of Education's service. If they are not qualified to perform the duties of their prior position by reason of disability sustained during military service, but are qualified to perform the duties of any other position in the employ of the Board, they shall be reemployed in such comparable position, the duties of which they are qualified to perform, as will provide them like seniority, status, and pay rate, or the nearest approximation thereof, consistent with the circumstances of their 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**

- 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.
- b. **Application procedure**—Application for military leave for training purposes shall be made in advance, immediately upon receipt of official notice to report from the appropriate military authorities. 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 Reserves shall be entitled to leave of absence without loss of pay on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of Maryland or of the United States, during such time as they are on inactive duty training, for not more than fifteen (15) days annually; provided, however, if any members of the organized militia are ordered to active duty under authority of the governor, they shall be entitled to leave of absence without loss of pay for such time as they actually serve under such active duty orders, in addition to the 15 day period specified above; and provided further, if any member of the Reserves are ordered to active duty, they shall be entitled to a leave of absence without loss of pay for up to fifteen (15) days while on active duty, in addition to the fifteen (15) day period specified above.

K. Salary and Leave Benefits for Conscientious Objectors

1. There are two classes of conscientious objectors—
 - a. Class 1-O, who does not enter the military service, but fulfills their selective service obligation by working for 24 months in an institution approved by the state in which they reside, and who is not entitled to veterans' benefits, and
 - b. Class 1 A O, who enters the armed services, but does not bear arms, is subjected to the same hazards as the regular service person and, upon discharge, is entitled to all veterans' benefits.
2. Unit members who are conscientious objectors, and who are Class 1 O 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-O, who is drafted and enters this type of program shall be given Leave for Unusual and Imperative Reasons and upon release from their obligation shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time their leave began. Unit members who are conscientious objectors, and who are Class 1-A-O shall be entitled to all provisions of the salary plan and military leave policies.

L. Leave for Family Bereavement

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

M. Political Leave

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

1. Unit members engaging in political activity shall make it clear that their utterances and actions are theirs as individuals.
2. Leaves of absence shall be requested in writing.
3. Leaves of absence for campaigning and holding office may be arranged for a definite period. If the candidate is not elected, they shall be returned to their position immediately.
4. Leave may include voter registration and election day duties or other political responsibilities.

N. Civil Leave for Juror or Witness Service

Upon approval of the Employee and Retiree Service Center, a unit member who is subpoenaed as a witness in a civil or criminal case, or is called and serves on a jury, will be granted paid leave for that period of time they are unable to report to work, provided the unit member is not a party to the civil or criminal case, except as a defendant in an action regarding their authorized MCPS duties. In the event the employee is a relative or business associate of a party to the case, an ERSC designee will review the circumstances and determine the appropriateness of civil leave. Application for leave must be made in

advance and submitted with a copy of the subpoena. The unit member shall transmit any monies received from such assignment other than those used for personal expense (e.g., travel) to the Board of Education.

O. Compensatory Leave

Unit members shall not earn or be granted compensatory leave.

P. Leave for Emergency Closing of Schools and/or Administrative Offices

Subject to Article 15 (C), all unit members are expected to report for duty when schools are closed, unless the superintendent or designee has announced the administrative offices are closed, Article 15, Section C provides the leave and work options available to unit members when administrative offices are open. When all schools and the administrative offices are closed because of inclement weather or other emergency reasons, unit members designated as emergency personnel are expected to report or remain on duty, unless directed not to do so by the superintendent or designee. All others are granted emergency leave automatically.

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 or at loss of full pay when no other leave is applicable. Approval must be secured, where possible, before the absence occurs.

R. Personal Leave

1. All unit members may be granted up to five (5) days per year for personal leave. A written request for the intended absence shall be submitted to the appropriate official at least one day prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Personal leave, if granted, should 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 instructional/operational program(s) 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. Leave immediately before or after a holiday, vacation, or staff development day may be requested for reason from appropriate official.
 - b. One day of unused personal leave may be carried over from year to year (i.e., personal leave may accrue to a maximum of six days). However, no more than five days of personal leave may be used during any fiscal year, in addition to the one day that may be contributed to the MCAAP leave bank. The remainder of 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 that a leave of absence be granted without pay or with pay or to recommend that the leave be denied.

ARTICLE 21

PROTECTION OF UNIT MEMBERS

- A. In cases of assault of a unit member, the provisions of Workers' Compensation Leave in Article 20, Section E, of this Agreement, and Article 6-111 of the Annotated Code, Education [Volume], shall apply.
- B. In the event a unit member is charged with personal liability arising from acts or omissions they committed within the scope of their employment, they will be provided legal representation for their defense and will be fully indemnified against any monetary judgment or fine levied against them by a court or administrative body. It is understood that liability protection for employees is provided by a combination of legal immunity recognized by Maryland law and MCPS participation in a self-insurance pool as allowed under Maryland law.
- C.
 1. Where intervention in any fight or physical struggle that takes place in any school building, on school grounds, or at any approved school activity or function where the unit member is acting in their official capacity between or among students or any other persons results in injuries not covered by Section A above, the provisions of Article 7-307 of the Annotated Code, Education [Volume], shall apply.
 2. In any suit or claim brought against a unit member as a result of such intervention, the Board shall provide legal counsel for the unit member and shall save them harmless from any award or decree against them.
 3. The degree and force of the intervention shall be as reasonable as necessary to restore order and to protect the safety of the combatants and surrounding persons.
- D. When any unit member or their Association representative gives notice to the appropriate school system official that another individual is engaging in a course of conduct against the unit member, arising from the unit member's performance of their duties and responsibilities, which the unit member reasonably believes to be in violation of Section 3-803 (Harassment) 3-802 (Stalking), of the Criminal Law Article of the Annotated Code of Maryland, Section 26-101 (a), (b), (c) (Disturbance or threats), of the Education Article of the Annotated Code of Maryland, or designed to harm or harass the unit member in a deliberate, repeated, and hostile manner, the school system will take reasonable and appropriate actions designed to protect the employee and prevent the continuation of the offensive conduct. Such actions may include, but are not limited to, notices of expectations and civil conduct, cease and desist letters, legal assistance and/or representation, and/or appropriate disciplinary actions. The Joint Collaboration Committee shall review the implementation of this provision annually and make appropriate action recommendations to the superintendent and the Association.

ARTICLE 22

FAIR PRACTICES

- A. There will be no reprisals of any kind taken against any employee because of their membership in the Association or their legal representational functions on behalf of the Association.
- B. The Board shall not discriminate against any unit member with regard to their membership or nonmembership in the Association. The Association shall not discriminate against any unit member with regard to the terms or conditions of membership in the Association because of race, color, gender, age, creed, religion, marital status, national origin, sexual orientation, or disability.

- C. The Board and the Association agree that there shall be no discrimination by the Board or the Association against employees because of race, color, gender, age, creed, religion, marital status, national origin, sexual orientation, or disability.
- D. Discipline not subject to the grievance procedure under Article 24 shall not be grievable using this Article.
- E. The Association agrees to represent fairly and nondiscriminatorily, all bargaining unit members, without regard to membership or nonmembership in the Association.
- F. 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 their assigned functions during duty hours or violate local, state, or national law or be prejudicial to their effectiveness in their position.
- G. A unit member or, by written authorization from the unit member, a representative of the Association, may, upon request, review the nonconfidential contents of the unit member's personnel file.
- H. Supervisor Files. A supervisor may create private files on employees that include such things as documents and notes kept for purposes of evaluation. Such a file does not constitute an official personnel file. The existence of such a file on an employee shall be made known to that employee who, in turn, shall have the right to review the file upon request and initial acknowledgment of each item entered in the file. After an employee's performance evaluation has been completed, and upon the employee's request, documents and notes kept in the supervisor's file for more than three years regarding that employee shall be removed and discarded.
- I. Confidential Records. The District may maintain a confidential register of events or circumstances involving an employee that raises questions about the safety and security of students or staff, provided that the employee who is the subject of an individual record has been informed, in writing, of the circumstances giving rise to the concern.
- J. Union Representation. In any investigative meeting or interview with an employee that is conducted by the Office of Human Resources and Development and that may lead to discipline, including demotion, suspension, or discharge, the employee will be advised that **they have** the right to have a union representative present.
- K. No employee shall be disciplined or suffer loss of pay or benefits, or change of assigned work location, as a direct result of truthfully reporting facts concerning an infraction by any other employee or contractor to the school system.
- L. No unit member shall be held responsible for the loss of money in their custody, unless it is demonstrated that the loss is due to the negligence of the unit member.

ARTICLE 23

REREDITING OF FORMER SERVICE CREDITS

A former employee, upon reappointment to a permanent or conditional position in the same classification or higher, shall be granted full credit for years of service with MCPS only to determine salary schedule placement if the following two conditions are met:

1. The individual previously was employed for a minimum of five years.
2. The individual is reemployed within a three-year period.

ARTICLE 24

DISCIPLINE AND DISCHARGE

- A. Unit members placed on unusual and imperative leave with full pay when under investigation by the administration will be informed of the reason(s) at the time the leave begins.
- B. No unit member shall be disciplined without proper cause. If a remedy exists under Article 6-202 of the Annotated Code, Education [Volume], it is understood that actions taken under that article and section are not subject to the grievance procedure in Article 6 of this Agreement. For the purpose of this paragraph, discipline shall be defined as including reprimand and warning notices.
- C. A unit member, upon request, has the right to have an Association representative accompany and counsel them at an interview or meeting, the purpose of which is to investigate whether the unit member has engaged in misconduct warranting discipline.
- D. Suspension, demotion, and discharge of unit members will be handled in accordance with the following procedures:
 - 1. Any meeting where an employee is notified of such action shall be delayed a reasonable length of time, not to exceed two duty days, in order to allow for the Association representative to attend, if the employee so requests.
 - 2. Any suspension of a unit member for the purpose of investigation shall be with full pay. Normally, such investigations will be completed within five duty days.
 - 3. Written notice of charges with specifications will be given to the affected unit member at the time the disciplinary action is taken. Prior to acting on a recommendation for discharge or suspension in excess of five duty days, the deciding official shall offer the affected employee the opportunity to make a statement on their behalf, personally or in writing. Where the employee elects to make the statement in person to the deciding official, an Association representative may be present.
 - 4. The parties agree that the foregoing sections will be subject to binding arbitration for questions involving due process only, and not with regard to the substance of the decision.
 - a. When informing executive staff members about an investigation into the conduct of a unit member, MCPS recognizes the importance of confidentiality, and will exercise due caution about sharing confidential information, and will further caution any who are thus informed about the need to restrict further communication beyond what there is a need to know. When investigations are likely to take more than five duty days to complete, MCPS will inform the MCAAP member of the likely completion timeline and provide timely updates on expected completion and significant factors impacting any extended time required.

ARTICLE 25

REDUCTION IN FORCE

A. Authority

The Board retains the right to reduce its force and its decisions on such reductions are not subject to the grievance or administrative complaint procedures.

B. Definitions

Reduction in force shall mean the termination without prejudice of a unit member from MCPS. Members who would have earned MCPS seniority, but for the fact they were designated confidential by the Board shall nevertheless be given credit for such periods.

C. Procedure

When a reduction in force within a given job classification is made, MCPS will determine which unit member(s) will be released in the following order:

1. Unit members holding class II certificates.
2. Unit members on probationary status as defined within the PGS shall be laid off first.
3. Unit members holding provisional certificates.
4. All other unit members not in 1 or 2 above.

For unit members in 2, 3, and 4 above, such unit member's length of service in MCPS and quality of job performance will receive consideration. Among additional factors to be considered by MCPS will be the competency of the unit member as related to the needs of MCPS.

D. Recall

1. Any unit member whose service has been terminated because of a reduction in force shall, for a period of two (2) years, receive priority consideration for reemployment if appropriate vacancies for which the unit member is deemed qualified by MCPS develop.
2. If a unit member is notified of recall and refuses the assignment, the unit member will lose the right to further recall.
3. 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 last duty day and may choose to continue membership in the MCPS health benefit plan in which the unit member is enrolled by paying the full cost of membership in such plan during those six (6) months. If the member is not recalled, or refuses an assignment before the end of the initial six month (6) period, the leave without pay and the membership in the MCPS health benefit plan will be automatically terminated.

E. 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, they shall receive full payment of all earned unused leave. Unit members shall also be entitled to either of the payments listed below:

1. Terminated unit members with two (2) or more years and less than twelve (12) years of MCPS service will receive one (1) month's salary for each year of MCPS service, up to a limit of six (6) months' salary.
2. Terminated unit members with twelve (12) or more years of MCPS service will receive one (1) month's salary for each year of MCPS service, up to a limit of twelve (12) months' salary.

F. It is the goal of the parties to avoid layoff of unit members to the extent possible. The superintendent or designee will attempt to provide a period of retraining for unit members so that they can be placed in positions for which they would not otherwise qualify without such training.

ARTICLE 26

REASSIGNMENT OUT OF THE MCAAP/MCBOA UNITS

Unit members may request to be reassigned out of the bargaining unit or to a lower-level position within the unit. In such instances, decisions on the unit member's salary will be guided by existing regulations and agreed-upon implementation guidelines. This Article is not subject to the grievance procedure on this Agreement process.

ARTICLE 27
DURATION

**Agreement between Montgomery County Association of Administrative
and Principals (MCAAP/MCBOA) and the
Board of Education of Montgomery County
For September 1, 2020 through June 30, 2023**

- A. This Agreement shall be for a three-year period, beginning September 1, 2020, and ending June 30, 2023.
- B. The parties agree to limited negotiations related to Article 14, Salaries and Compensation, during FY 2021 and FY 2022 of this Agreement.
- C. **Reopening of Negotiations.** In the event that during the life of this Agreement SEIU Local 500 or MCEA compensation structures are adjusted in a proportion greater than provided to members of MCAAP/MCBOA in the above modification of Article 14.B of this Agreement, MCAAP/MCBOA may reopen negotiations regarding the adjustment of amounts in Article 14.B.

For the Board:



Sherwin A. Collette
Associate Superintendent

For the Association:



Jean C. Rosen
Executive Director

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 12th day of January, 2021.

**MONTGOMERY COUNTY
BOARD OF EDUCATION**



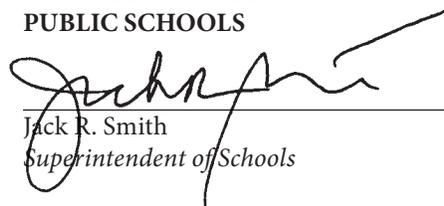
Brenda Wolff
President

**MONTGOMERY COUNTY
ASSOCIATION OF ADMINISTRATORS
AND PRINCIPALS**



Christine C. Handy
President

**MONTGOMERY COUNTY
PUBLIC SCHOOLS**



Jack R. Smith
Superintendent of Schools

APPENDIX A

A COMPACT BETWEEN

Montgomery County Educational Association (MCEA)
Montgomery County Association of Administrators and Principals (MCAAP)
Service Employees International Union (SEIU) Local 500
Board of Education and the Superintendent of Schools

SEPTEMBER 2005

R.E.S.P.E.C.T.
Make it Real

MCEA □ MCAAP □ SEIU □ MCPS

Organizational Culture of Respect

The Board of Education, the superintendent and the executive staff, and the organizations representing employees recognize and value the role of all employees as contributors to a learning community which sets high standards of performance for staff and students. By working together through continuous improvement, effective communication, and meaningful involvement in the decision-making processes, we provide a high quality education to every student. We are committed to shared responsibility and a collaborative partnership integrated into an organizational culture of respect.

The commitment to foster an organizational culture of respect that is embedded throughout the school system is a priority of the employee organizations, the Board of Education, and the superintendent and executive staff. This culture is built on the belief that all employees, both school-based and nonschool-based, are essential to a successful learning environment. Inherent to this belief is the recognition that there is strength in diversity, which is inclusive of all groups and individuals. We are committed to:

- Trust in each other
- Use of collaborative and interest-based processes
- Recognizing the collective bargaining relationships as opportunities to enhance this culture
- Recognition of every employee's contributions
- High expectations for all staff and students that are reasonable, clear, and transparent
- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in all of our interactions
- Team building and working together as teams

There is a commitment to fostering and sustaining a culture of respect through supports and structures. In order to be effective, these supports and structures should be embedded throughout the system, visible and accessible to everyone, and seen as fair and equitable. In order to make certain that this culture is promoted throughout the school system, time is needed for collaboration, training, and professional development and resources are needed to accomplish this.

Examples of supports and structures include, but are not limited to:

- Board of Education policies, such as the Creating A Positive Work Environment in A Self-renewing Organization and Human Relations policies.
- Professional growth systems, which include professional development, employee orientation, mentoring, training, recognition, support for new and under-performing employees, and professional development plans
- Collaborative processes, such as labor/management collaboration committees, Councils on Teaching and Learning, principal leadership groups, cross functional teams, advisory committees, and Study Circles
- Diversity training and development initiatives
- Continuous improvement processes, including the Baldrige-guided school improvement process
- Communication processes, including satisfaction and climate surveys, focus groups, budget forums, and various feedback reports
- Dispute resolution activities

Updated September 2011

In an organizational culture of respect, individuals are aware and understand the impact of their behavior and decisions on others. We expect that the actions and behaviors of all individuals and groups are consistent with and reflect this organizational culture. The actions listed below represent expected behaviors:

- Model civility in daily interactions
- Use collaborative and interest-based strategies rather than positional or adversarial approaches
- Be clear about the level of involvement in the decision making process
- Seek to solve the problem, not apply blame
- Utilize active listening skills
- Encourage creativity and risk-taking
- Seek and respect the opinion of others
- Respect the time and the time commitments of others
- Seek to resolve issues at the level where they occur
- Seek to understand before making judgments
- Acknowledge the professional judgment of individuals in their roles
- Be aware of non-verbal communication
- Use power and authority appropriately and positively
- Be an active and responsible member of the team
- Be responsible for accepting and giving feedback
- Provide and receive feedback constructively and respectfully
- Communicate openly and respectfully

In order to sustain an organizational culture of respect it is critical that all employees have an awareness, understanding, and tolerance of others' interests, viewpoints, culture, and background. This culture promotes a positive work environment that ensures the success of each employee, high student achievement, and continuous improvement in a self-renewing organization.



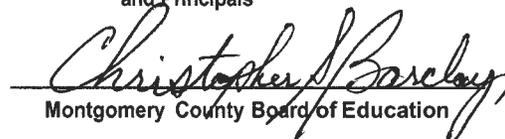
Montgomery County Education Association



Montgomery County Association of Administrators
and Principals



Service Employees International Union Local 500



Montgomery County Board of Education



Superintendent of Schools

Updated September 2011

Resolving differences

Enhancing collaboration

Supporting our coworkers

Promoting civility

Encouraging creativity

Communicating openly

Team building through trust

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Individuals who need sign language interpretation or cued speech transliteration in communicating with Montgomery County Public Schools (MCPS) may contact Interpreting Services in the Deaf and Hard of Hearing Program at 301-517-5539.

MCPS prohibits illegal discrimination on the basis of race, color, gender, religion, ancestry, national origin, marital status, socioeconomic status, age, disability, physical characteristics, or sexual orientation. Inquiries or complaints regarding discrimination or Title IX issues such as gender equity and sexual harassment should be directed to the Office of the Deputy Superintendent of Schools at 301-279-3126, via the Maryland Relay at 1-800-735-2258, or addressed to that office at 850 Hungerford Drive, Room 129, Rockville, MD 20850.

www.montgomeryschoolsmd.org/info/respect



Published by the Department of Materials Management
1687.14 • Editorial, Graphics & Publishing Services • 6/14 500



Updated September 2011

APPENDIX B

MCPS-MCAAP Work-Life Expectations

MCPS and MCAAP believe that meaningful communication and collaboration is vital to the success of our schools and offices and that strong partnerships between and among administrators is demonstrated through fair treatment, integrity, and open and honest communication. We recognize that the nature of the jobs performed by administrators is such that work beyond the customary eight hours per day and 40-hour work week is frequently required. It is also understood that administrators are frequently called upon to address emergency situations that command prompt attention, priority, and flexibility. We also are mindful that administrators take their work obligations and leadership responsibilities seriously while balancing their personal commitments, relationships, and personal priorities as individuals. The tenets and beliefs mutually developed and pledged in the compacts on respect and climate support a positive work environment as well as opportunities to model expected behaviors. To this end, MCAAP and MCPS offer the following general principles and expectations to guide all administrators as they reflect on the balance of their work and personal lives.

Administrative teams and work relationships can take many forms such as central office directors and/or supervisors, principal and assistant principals, coordinators, and other school-based team members, associate superintendent and directors, or associate superintendent and level-alike principals. As such, MCPS and MCAAP have identified opportunities and expectations, which provide guidance to administrators to exercise professional judgment in decisions that directly impact their immediate work schedule and those whom they supervise.

General principles

- Communication is key. Each member of an administrative team or within a designated administrative unit has a shared responsibility to discuss, understand, and implement these work-related expectations on an annual basis, or more often if necessary.
- Subordinates have a voice to be heard in the development of these understandings.
- The assumption should be that administrators are professionals who will complete the work and meet reasonable expectations of a commitment of time and effort to do the work.
- While we recognize that administrators can exercise and demonstrate professional judgment in addressing the work and balancing their personal lives, we also recognize that providing flexibility in how this is accomplished may be appropriate and does not translate to a reduction in responsibility and accountability.
- Administrators appreciate and value collaboration and prefer to be accountable for clear, consistent, and mutually agreed-upon expectations.
- These guiding principles support and sustain a positive work environment, which builds on strong partnerships, promotes trust, and advances mutual goals and mutual respect.

Communication Expectations

- 1.0 Administrators in supervisory and subordinate roles will work together to identify and develop communication opportunities, methods, and settings that will work for the administrative group as well as others, as appropriate. Examples will include, but not be limited to the following.
 - 1.1 Defining circumstances that are emergencies, urgent, routine, 24/7 coverage or availability, next-day priorities, etc., and establishing communication methods and timelines for related instances.

- 1.2 Establishing the preferred method of communication for the administrators as a group and/or individually, such as e-mail, text messaging, telephone calls, memos, etc., and under what circumstances.
 - 1.3 Identifying how and when staff should respond to communications. For example, an e-mail late in the evening or in the very early morning may not require an immediate response, but a telephone call may indicate an emergency. Defining expectations of response time and methodology sets forth reasonable expectations and smooth operations.
 - 1.4 Sharing calendars is appropriate. This provides opportunities to plan, anticipate needs, and facilitate leadership. Outlook is a recognized and supported district resource.
 - 1.5 Clarifying expectations related to unique circumstances, such as working off site, emergency closings, or delayed/early dismissals.
 - 1.6 Anticipating exceptions and instances where agreements are not met, not functioning, or need revisions should be included in the discussions.
- 2.0 Administrators recognize that their colleagues have personal commitments, relationships, and priorities and shall work together to establish protocols to support opportunities to balance work and personal lives. Such efforts create an environment that promotes the health and well-being of all involved. Examples will include, but not be limited to the following:
- 2.1 Articulating within the administrative team general expectations of duty or work time (i.e., duty day), available time (i.e., after work until 9 p.m.), and personal time when a person is not available (i.e., after 9 p.m. or while on leave).
 - 2.2 Recognizing that not all administrators have access to technology, which enables faster communication. The use and access to personal contact information shall be jointly discussed and mutually agreed upon. Emergency contingency communication plans shall be included in these understandings.
 - 2.3 Providing guidelines and opportunities that support leave, such as sick leave or annual leave, and that treat such circumstances with respect and clear understanding of when and why leave may be interrupted.

Technology Expectations

- 3.0 Greater access to technology enables administrators to complete more work and tasks remotely and efficiently.
 - 3.1 Providing administrators with assistance to gain access to the type of technology that will enable them to be more flexible and efficient in completing their responsibilities.
 - 3.2 Using technology to effectively and efficiently complete work via approved alternative schedules or locations.
 - 3.3 Using technology to facilitate two-way communication between and among administrators under many different circumstances, such as emergencies, announcements, or change in circumstances.

Professional Expectations

- 4.0 MCPS and MCAAP recognize that different schools and offices may exercise professional judgment under specific circumstances, such as closing an office on a temporary basis or for short durations (i.e., winter break, the afternoon when electricity is not available, cleaning of the carpets throughout the office). It is understood that resources and emergency preparedness will be incorporated into the plans for such contingencies and communicated to the appropriate offices.
- 5.0 MCPS and MCAAP believe that creating and embracing a positive work environment is achieved through consistent, best practices that demonstrate respect, trust, and collaboration. All supervisors should model and foster the behaviors identified in the culture of respect and climate compacts. Leadership by example includes things as simple as reporting to work on time, honoring another's personal time, and using civility in everyday interactions with others in the workplace.
- 6.0 MCPS and MCAAP support the sharing of ideas and best practices and value the experiences of others. We support opportunities and situations where administrators can share these with each other in a setting designed for reflections and professional growth. The job-alike professional learning communities (PLCs) may serve to facilitate this professional sharing and growth between and among colleagues.

Respecting MCAAP Member Annual Leave Needs/Entitlements

Recognizing the difficulty in allowing employees to schedule the use of their earned annual leave and recognizing the need to allow employees reasonable opportunities to address personal and family needs and to address the human need to refresh away from work-related stresses, while nevertheless continuing to honor school-system needs, MCAAP and MCPS agree to work toward the adoption of preferred blocks of time when joint efforts will be made to avoid scheduling activities, as much as possible, that impact MCAAP members seeking to take annual leave. MCPS and MCAAP commit to exercising best efforts to pilot the following effective for the summer of 2021.

School-based Administrators. MCPS agrees with MCAAP to annually identify a two-consecutive-week period coinciding with the Board of Education's summer time off, either during the first two weeks of August, or the last week of July and the first week of August, at which time MCPS will avoid scheduling systemwide meetings or trainings considered mandatory for those unit members.

Central Service MCAAP/MCBOA members. MCPS agrees with MCAAP to annually identify a 2 consecutive week period for central service unit members consistent with the work flow and operational constraints of their various positions during which time MCPS will avoid scheduling system wide meetings or trainings considered mandatory for those unit members.

It is understood that the creation of these activity windows does not mean that employees are required to take leave during such period.

MCPS and MCAAP Leadership will work through the existing Joint Collaboration Committee to determine how best to implement this commitment. This work will be undertaken promptly upon ratification of the 2020-2023 Agreement between the parties and be completed by September 15, 2020 in order to impact work and leave planning for the summer of 2021.

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**MONTGOMERY
COUNTY
PUBLIC
SCHOOLS**

Maryland

Rockville, Maryland

Published by the Department of Materials Management
for the Department of Association Relations

0170.21 • Editorial, Graphics & Publishing Services • 10/20 • 1,200

