

AGREEMENT

between

**Montgomery County Business
and Operations Administrators
(MCAASP/MCBOA)**

and

**Board of Education of
Montgomery County**

for the

**School Years
2008–2010**



Rockville, Maryland

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PREAMBLE

The Montgomery County Association of Administrative and Supervisory Personnel/ Montgomery County Business and Operations Administrators (MCAASP/ MCBOA) and the Board of Education (BOE) of Montgomery County enter into this initial 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 high-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 and performance excellence for staff and students, this Agreement will begin to define our collaborative partnership in its various forms. We will work together to maximize student achievement and ensure timely and meaningful involvement of all business and operations administrators in the decision-making process.

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

ARTICLE 1

COLLABORATION

A. Introduction

The Board of Education and the Montgomery County Association of Administrative and Supervisory Personnel/Montgomery County Business and Operations Administrators (MCAASP/MCBOA) are committed to providing organizational structures, processes, and supports that will strengthen their collaborative relationship. 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 time frame that provides a real opportunity to shape results. To the extent possible and reasonable, opportunities for participation in decision making about school-system initiatives that impact MCBOA unit members will commence during the beginning stages of development. 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.

The following requirements must be met to achieve effective collaboration:

- Systemwide commitment at all levels of the organization
- Open, timely, and effective communication
- Trust in each other and the process
- An authentic process of representation
- Effective problem-solving processes
- Implementation plan for collaborative decisions
- Open, honest discussion without fear of retribution
- Respect for various points of view
- Training of participants in processes that support collaboration

It is in our mutual interest to be involved in collaborative processes whenever possible. The following are examples of areas where collaborative processes are being used:

- MCPS strategic plan
- MCPS budget
- Professional growth systems
- Training and professional development

- Employee benefits programs
- Implementation of professional growth system for other employee organizations
- Extended Leadership Program

B. Joint Collaboration Committee

The parties agree to include a MCBOA representative on the MCAASP/MCPS Joint Collaboration Committee (JCC). Utilizing the collaboration process, the committee will continue to meet regularly to address issues and interests brought by the parties. (See Article I, Section B, of the Agreement between MCAASP and the Board of Education of Montgomery County for a description of the JCC.)

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 of, modify the charge and tasks of, 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. Recommendations for such changes or corrections to the Agreement shall be subject to internal ratification and approval procedures of MCPS and MCAASP.
- 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 develop ground rules that will guide its deliberations.

C. 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

The parties will create a work group to develop recommendations for the professional growth system for MCBOA unit members. The professional growth system should be integrated with the A&S PGS. Recommendations should modify the components of the A&S PGS, including the evaluation component. The recommendations should include considerations for career pathways as part of the PGS.

2. Supporting Collaboration Throughout the School System

The parties are committed to working together, and with the other employee organizations, to create an expectation for collaboration throughout the organization and to provide the training and support that is needed in schools and offices to accomplish this. Supporting plans being

developed by the Office of Organizational Development to train teams from schools and offices, such as the Leadership Team Institute and the Professional Learning Community Initiative, also is important.

The parties also will revise the *Collaboration in a Nutshell* document and distribute this to all schools and offices and offer to participate in discussions about collaboration.

The parties are committed to working together, and with the other employee organizations, to ensure the creation of an organizational culture of respect throughout MCPS. 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, cultures, and backgrounds and their impact on teaching and learning. 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. The parties will collaborate to embed an organizational culture of respect in all work locations in the school system in order to ensure all students are successful.

3. Impact Statements

The parties will work with the other employee organizations to develop impact statements that will identify and assess the impact of proposed decisions on staff time, resources needed, and processes in schools and offices to implement the changes. Impact statements will be developed for all new initiatives, including those being considered in the budget process, new curriculum and assessments, new technology and systems, and new or revised regulations that may impact the operations of schools or offices. MCAASP/MCBOA and its members will have opportunities to provide input in the decision-making process.

4. Professional Learning Communities

The parties will work together to create a professional learning community (PLC). This PLC will be in addition to the PLC that currently exists for school business managers. The interest is to have these PLCs be able to meet regularly to discuss common concerns or issues and identify opportunities for improvement that will support improved student achievement. It is also an opportunity to discuss, react to, and communicate about MCPS initiatives. They will communicate regularly with their constituency groups for feedback, input and suggestions on how to improve all areas that affect student achievement, including the professional development of leaders. Consideration should be given to consolidating the central services administrators and supervisors and MCBOA into a single professional learning community.

5. Succession Planning

The parties will study succession planning initiatives in MCPS to prepare individuals for school-based administrative positions and appropriate central services administrative positions. This study will focus on the ability of the current processes to provide qualified internal candidates

for vacancies. The study also should include the identification of processes to transfer knowledge so that there is always someone who understands the work people do.

6. Leadership Roles

MCBOA representatives will participate in the process to review leadership opportunities available for unit members and to determine other opportunities that should be considered. In addition, the committee will consider ways to recognize unit members for assuming these leadership roles. The Extended Leadership Program will be used as the basis for examining leadership roles that extend beyond those that are inherent in the leader's primary job.

7. Health, Safety, and Behavioral Issues

The parties will work together to clarify the roles and responsibilities of administrators for students who have health and behavioral issues. In addition, this work will include addressing any issues that impact the maintenance of a safe and healthy environment in all of our facilities.

8. Technology

The parties are committed to ensuring that administrators have up-to-date technology. The parties will work together to develop guidelines on the expectation for new or different technology.

9. Employee Wellness

The parties are committed to working collaboratively with representatives of the other employee organizations to identify opportunities and initiatives to improve the wellness of MCPS employees.

10. School Business Managers

The parties will create a work group to study and make recommendations about the duties and responsibilities of school business managers as well as the knowledge, skills, and abilities necessary to be successful in the position. This work group will make recommendations about the training and support needed by school business managers to perform the functions of this position. It also will identify opportunities to standardize processes across schools and determine best practices that can be shared with other schools.

11. Position Classification

The parties will create a work group to discuss the classification system for MCBOA members and the process to be used for reclassifying positions. Although MCPS has the discretionary responsibility for the classification system for all MCPS positions, MCBOA plays an important role to monitoring the application of the position classification system and in advocating for its unit members.

12. Additional Items

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

- a. Extended activities related to implementation of the professional growth system, such as mentoring.
- b. Providing training, presentation at workshops, or other similar activities that are not part of the unit member's normal job responsibilities.
- c. Writing professional articles that are published.
- d. Major presentations to state and/or national groups.
- e. Extensive unusual and extreme work related to job responsibilities.
- f. Performance incentives.

ARTICLE 2

DEFINITIONS

- A. **Board**—The Board of Education of Montgomery County
- B. **Association**—The Montgomery County Business and Operations Administrators, represented by the Montgomery County Association of Administrative and Supervisory Personnel (MCAASP/MCBOA)
- C. **Superintendent**—The superintendent of the Montgomery County Public Schools or his/her designee
- D. **Bargaining unit**—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 and those who are in the A&S bargaining unit.
- E. **Unit Member**—An employee of the Montgomery County Public Schools who is a member of the bargaining unit
- F. **Continuous Service**—The period of service as an employee of the Montgomery County Public Schools that is unbroken by retirement or termination of any kind
- G. **Negotiations Law**—Section 6-510 of *The Annotated Code of the Public General Laws of Maryland, Education* [Volume]
- H. **Conditional Position**—A conditional position is one 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.
- I. **The male or female gender shall be read to include the other.**

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.
- D. MCAASP and MCPS agree that MCBOA will be represented at meetings between the MCAASP Board of Directors and the Board of Education and between the MCAASP Board of Directors and the superintendent.

ARTICLE 5

NEGOTIATION PROCEDURES

- A. During the month of September of each year that the Association is recognized, the parties will meet to establish negotiation procedures. Such procedures may include but not be limited to meeting dates, times and locations, limitation on the number of team members, consultants and/or observers, tentative Agreement procedures, expense sharing of third-party neutrals, and identification of a chief spokesperson, as appropriate.
- B. The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties, either jointly or independently. Every effort will be made to provide full information to the public with the exception that, in order to maintain the

integrity of the negotiation process, the specific content of any given proposal or counterproposal will not be divulged.

- C. This Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.
- D. This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.
- E. It is agreed and understood by the parties that this Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Section 6-510 of the *Annotated Code of Maryland, Education*. The Agreement, if changed by action of the county fiscal authority, shall be submitted to the parties following the funding of the school operating budget by said authority. If renegotiation of the Agreement is required and final ratification is agreed upon by both parties, said final ratification will constitute final execution of this Agreement. It is further understood that, when ratified, this Agreement shall be given full force and effect by said parties for the entire term thereof.
- F. If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education and if such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation prior to making the final determination, in accordance with the timetable and procedure to be established by the state Board of Education.
- G. An impasse shall be deemed to exist if the Board and Association teams have not reached a tentative agreement by January 15.
 - 1. Should either party suggest an impasse, the procedures as provided for in Section 6-510 of the *Annotated Code of Maryland, Education* relating to impasse shall be followed.
 - 2. In the event that the parties are unable to agree upon a third party, the parties agree to submit their impasse to the American Arbitration Association for assistance in the selection of a third party.
 - 3. If a panel is activated, the panel shall meet together and individually with the parties and within thirty (30) days render a report setting forth its recommendations for the resolution of the impasse. The parties agree to cooperate with the panel and provide such information and assistance as it may request.
 - 4. The parties shall have five (5) days to react to the panel's recommendations. If the impasse is not then resolved, either party may make the panel's findings and recommendations public. The panel's findings and recommendations shall be advisory only and not binding on either party.
 - 5. The costs for the services of the third party, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

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 his/her claim that there is a violation of the Agreement with his/her 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 his/her supervisor in writing within ten (10) duty days of the response at the informal step, or no later than thirty (30) duty days after 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, he/she may file his/her 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 Department of Association Relations 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 his/her 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 MCAASP/MCBOA and the director of association relations 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 section of the Agreement violated, and a description of the action taken that initiated the grievance. The receiving party will acknowledge his/her agreement with the “question” as framed by the grieving party by affixing his/her 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,” he/she 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 Department of Association 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 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, subtract from, or 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 will 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 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 or subject to collective bargaining 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 (See Section E) will be used for those unit members participating in the negotiations, not to exceed six (6) unit members at any one time.
- B. 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.
- C. A list of all unit members will be supplied by August 15 of each year to the Association. This list will include appropriate information about the unit members.
- D. 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.
- E. 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 15 days (120 hours) per year to this bank. The Board and the Association shall agree to appropriate procedures to assure the proper use of these days.
- F. **Representation Fee**
 - 1. Unit members shall have the option of joining MCAASP/MCBOA or having imposed, as a condition of employment, a representation fee by MCAASP. The representation fee shall not exceed that percentage of dues expended in support of collective bargaining, contract administration, grievance adjustment, and other activities related to employment conditions. This provision applies only to those unit members entering the unit on or after July 1, 2008. Such individuals shall be advised of this provision before accepting a unit position.
 - 2. Representation fees shall be authorized for payroll deduction or paid directly to MCAASP by the unit member. An employee who elects to pay directly shall be deemed to meet his/her representation fee obligations so long as he/she is no more than sixty (60) days in arrears of payment of such fee. In addition, each such unit member 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 MCAASP as described in Section E of this Article.
 - 3. If any provision of this Article is or becomes invalid under federal or state law, said provision shall be invalid or modified to comply with the requirements of said federal or state law.
 - 4. MCAASP 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 purpose of complying with this Article.

5. These provisions shall not be applicable to any unit member who is a member of a religious organization, the established tenets or teaching of which oppose its members joining or financially supporting any collective bargaining organization, and who shall pay an equivalent amount of money to a nonreligious, nonunion charity or to such other charitable organization as may be mutually agreed upon by the employee and MCAASP, and who furnishes to the Board and MCAASP written proof of such payment.
6. Promptly after notifying MCPS of the amount of the representation fee each year, MCAASP will send a written communication to each employee in the unit who is required to pay such a fee under this Agreement. This communication will inform the employee, inter alia—
 - a. of his or her obligation to pay a representation fee to MCAASP;
 - b. of the amount of the representation fee and the manner in which it was determined; and
 - c. of his or her option to pay the representation fee directly to MCAASP or to deduct the fee from his or her salary.

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. The Association shall notify the Employee and Retiree Service Center on or before September 15 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 an 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 MCAASP/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 MCAASP as described in Article 7 of this Agreement.
- E. The right of dues checkoff 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 50 copies. Actual costs of printing and distribution shall be computed and the Association shall pay one-half 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

UNIT MEMBER'S RESPONSIBILITIES

- A. Unit members are responsible to the Board through the superintendent for the administration of school system 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 supervisory positions throughout the system. In addition, we are committed to ensuring that, once in a position, unit members receive continuing professional development designed to maximize their success.

A. 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.
2. The parties recognize that unit members will not abuse these privileges and the Board, at the appropriate supervisory level, retains the right to deny such privileges to any unit member whose pattern of absences from work appears inconsistent with the performance of his/her duties in the

highly professional manner expected of all unit members. It is agreed that the substance of this section is subject to the grievance procedure, but not to the arbitration procedure.

B. Leadership Development

1. Leadership development is the process by which administrators individually and jointly enhance and update their knowledge and skills related to leadership. Leadership development increases unit member effectiveness; builds confidence, morale, and commitment; and subsequently, the ability to improve the quality of education of all students through high-quality leadership.
2. 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 parties agree that members of the bargaining unit are to be included in the LDAC representation chosen by the Association. The committee will meet regularly and, as needed, will make recommendations to the superintendent and the Association.
 - c. The committee will be charged with advising and making recommendations to 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 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.
 - d. 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.

3. Tuition Reimbursement

Some education and training, which can either increase unit members' effectiveness in their current positions or 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. 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 Organizational Development.

- b. Reimbursement shall be for courses that will enable unit members to continue their professional development and maintain or increase their skills as supervisors in their employment with MCPS. Courses identified as needed by MCPS are also covered.
- 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 may also 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 LDAC.

4. 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 MCPS 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 is provided using a variety of options that are collaboratively determined by MCPS and MCAASP.
 - c. To the extent feasible, priority will be given to providing professional development during the normal workday. When professional development activities take place outside the workday, consideration will be given to seeking partnerships to award credit.
 - d. The parties agree that members of the bargaining unit are to be included in the A&S conference and/or program funding administered by the Association. The Association shall determine the unit members eligible for such assistance and the amount each member receives. The Board agrees to budget an additional \$10,000 per year for this program on behalf of the MCBOA unit beginning with Fiscal Year 2010.
 - e. Professional leave days will be provided for unit members to attend professional meetings, in accordance with Article 20, Leaves, Sections H.4.
5. All unit members 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 instructional support for system-designed professional development programs, after consideration of input from the Association.

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

1. Philosophy

- a. MCAASP/MCBOA and MCPS acknowledge that administrative leadership is complex, changing and essential to improving teaching and learning. The A&S Professional Growth System (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 MCAASP 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 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 Integration

- a. Integration of MCBOA unit members into the A&S PGS will be developed by a work group including MCAASP/MCBOA representatives and staff from various MCPS offices.
- b. The work group will be responsible for integrating A&S PGS processes and procedures for the MCBOA members and specifying the following:
 - Development of the leadership standards for MCBOA members
 - Evaluation procedures and processes including the A&S Review Panel Program, timelines, transitions of MCBOA members, and evaluation cycles
 - Recommendations for changes to the A&S PGS handbook to include MCBOA members
 - Recommendations for training for supervisors regarding the implementation of the evaluation and professional growth of the MCBOA members
- c. Written recommendations will go to the A&S PGS team for review and feedback.
- d. Final written recommendations will go to the JCC for review, approval, and implementation for FY 2009.

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 forward recommendations that significantly change the A&S PGS to the JCC for final approval.

- b. The A&S PGS Implementation Team is co-chaired by an MCPS representative and the president/designee of MCAASP. The A&S PGS Implementation Team should include a representative or representatives from MCBOA.
- c. The A&S PGS JCC reviews the work and recommendations of the A&S PGS Implementation Team and comprises the president/designee of MCAASP and representatives from MCPS.
- d. Ongoing evaluation of this program will continue through the collaboration efforts of MCAASP and MCPS.

4. A&S Review Panel Program

- a. MCAASP/MCBOA and MCPS agree to jointly operate an A&S Review Panel Program. This program is a mechanism for maintaining system-wide 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. The A&S PGS Review Panel Program is, by definition and design, a collaborative effort between MCAASP/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 MCAASP to review options and attempt to address concerns. If consensus cannot be reached, MCAASP 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.
- c. **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 4-205 of the *Annotated Code of Maryland, Education* relative to suspension and dismissal, and the right to appeal such personnel actions to appropriate government boards or agencies.
 - (2) MCAASP/MCBOA unit members participating in the A&S PGS Review Panel Program as mentors or as members of the A&S PGS Review Panel, 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.

ARTICLE 13

UNIT MEMBER EVALUATION

- A. The Board and the Association agree that the primary purposes of the 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 A&S PGS. The development of the evaluation system will be a collaborative effort between MCAASP/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 either directly or indirectly contribute 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 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 his/her evaluation only if—
 - 1. the complaint or material has been put into written form,
 - 2. the unit member has had an opportunity to review the material and received a copy,
 - 3. the appropriate administrator has substantiated the allegation, and
 - 4. the unit member has had the opportunity to review such material and affix his/her 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 his/her comments related to the derogatory material.

ARTICLE 14

SALARIES AND COMPENSATION

A. Unit members will receive one step on the salary schedule within grade annually, unless the unit member is on the top pay step of the pay grade.

B. Salary Schedules

1. Effective July 1, 2007, the salary schedule shall be as indicated in the salary schedule below:

Step	1	2	3	4	5	6	7	8	9	10
51	\$46,437	\$48,713	\$51,135	\$53,682	\$56,376	\$59,090	\$62,076	\$63,266	\$64,582	\$65,856
52	\$48,713	\$51,135	\$53,682	\$56,376	\$59,090	\$62,076	\$65,146	\$66,565	\$67,839	\$69,175
53	\$51,135	\$53,682	\$56,376	\$59,090	\$62,076	\$65,146	\$68,298	\$69,677	\$71,138	\$72,516
54	\$53,682	\$56,376	\$59,090	\$62,076	\$65,146	\$68,298	\$71,451	\$72,892	\$74,395	\$75,857
55	\$56,376	\$59,090	\$62,076	\$65,146	\$68,298	\$71,451	\$74,813	\$76,337	\$77,903	\$79,448
56	\$59,090	\$62,076	\$65,146	\$68,298	\$71,451	\$74,813	\$78,363	\$79,929	\$81,474	\$83,228
57	\$62,076	\$65,146	\$68,298	\$71,451	\$74,813	\$78,363	\$81,996	\$83,687	\$85,316	\$87,049
58	\$65,146	\$68,298	\$71,451	\$74,813	\$78,363	\$81,996	\$85,859	\$87,550	\$89,304	\$91,058
59	\$68,298	\$71,451	\$74,813	\$78,363	\$81,996	\$85,859	\$89,826	\$91,747	\$93,542	\$95,359
60	\$71,451	\$74,813	\$78,363	\$81,996	\$85,859	\$89,826	\$94,064	\$95,881	\$97,823	\$99,806
61	\$74,813	\$78,363	\$81,996	\$85,859	\$89,826	\$94,064	\$98,595	\$100,579	\$102,542	\$104,588
62	\$78,363	\$81,996	\$85,859	\$89,826	\$94,064	\$98,595	\$103,293	\$105,360	\$107,511	\$109,724

2. Effective July 1, 2008, the salary schedule shall be as indicated in the salary schedule below:

Step	G	H	I	J	K
1	\$64,474	\$68,342	\$72,442	\$76,789	\$81,396
2	\$66,408	\$70,392	\$74,615	\$79,093	\$83,838
3	\$68,400	\$72,504	\$76,853	\$81,466	\$86,353
4	\$70,452	\$74,679	\$79,159	\$83,910	\$88,944
5	\$72,566	\$76,919	\$81,534	\$86,427	\$91,612
6	\$74,743	\$79,227	\$83,980	\$89,020	\$94,360
7	\$76,985	\$81,604	\$86,499	\$91,691	\$97,191
8	\$79,295	\$84,052	\$89,094	\$94,442	\$100,107
9	\$81,674	\$86,574	\$91,767	\$97,275	\$103,110
10	\$84,124	\$89,171	\$94,520	\$100,193	\$106,203
11	\$86,648	\$91,846	\$97,356	\$103,199	\$109,389
12	\$89,247	\$94,601	\$100,277	\$106,295	\$112,670

3. Effective July 1, 2009, the salary schedule shall be as indicated in the salary schedule below:

Step	G	H	I	J	K
1	\$67,890	\$71,963	\$76,281	\$80,858	\$85,710
2	\$69,927	\$74,122	\$78,569	\$83,284	\$88,281
3	\$72,025	\$76,346	\$80,926	\$85,783	\$90,929
4	\$74,186	\$78,636	\$83,354	\$88,356	\$93,657
5	\$76,412	\$80,995	\$85,855	\$91,007	\$96,467
6	\$78,704	\$83,425	\$88,431	\$93,737	\$99,361
7	\$81,065	\$85,928	\$91,084	\$96,549	\$102,342
8	\$83,497	\$88,506	\$93,817	\$99,445	\$105,412
9	\$86,002	\$91,161	\$96,632	\$102,428	\$108,574
10	\$88,582	\$93,896	\$99,531	\$105,501	\$111,831
11	\$91,239	\$96,713	\$102,517	\$108,666	\$115,186
12	\$93,976	\$99,614	\$105,593	\$111,926	\$118,642

C. Longevity Supplement

1. Each unit member shall receive an annual longevity supplement of \$1,500, upon completion of five (5) years of service as a supervisor in a MCBOA unit position or positions.
2. Each unit member shall receive an annual longevity supplement of \$1,500, upon completion of ten (10) years of service as a supervisor in a MCBOA unit position or positions.
3. Each unit member shall receive an annual longevity supplement of \$1,500, upon completion of fifteen (15) years of service as a supervisor in a MCBOA unit position or positions.

- D.
1. Wage increments are effective on the first day of the first pay period of the month in which the anniversary date falls.
 2. Whenever a unit member is permanently assigned to a position that has a higher salary range than the one he/she holds, the effective date of the change shall become his/her new anniversary date, except that the anniversary date does not change if the higher position is a result of a reclassification and the unit member is the incumbent in the position.

- E.
- When a unit member's position is reclassified by the Board to a lower classification in or out of the unit, the unit member shall continue to receive his/her 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 Assignments

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 him/her if he/she 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. 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 percent over current salary, 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.
- H. Adjustments to the salary will be implemented in such a way that unit members get full advantage of increments to which they are entitled during the term of the Agreement.

ARTICLE 15

WORKDAYS

All workdays when the central and administrative offices are open shall be duty days for unit members employed on a 12-month basis.

ARTICLE 16

MILEAGE AND BUSINESS EXPENSES

- A. Unit members who, in order to fulfill their job responsibilities as determined in advance by the administration, are required to use their own vehicles to complete those assigned job responsibilities will receive the adjusted Internal Revenue Service rate per mile for all approved travel. Adjustments in the mileage rate will be made effective on the first of the month following the official change in Internal Revenue Service regulations.
- B. Any mileage for MCPS purposes beyond the once-a-day round trip mileage during the basic work week from a unit member's residence to his/her regular work site shall be reimbursed by MCPS.
- C. All unit members will be reimbursed for authorized business expenditures incurred in the performance of duties if the unit member provides adequate receipts.
- D. 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 PLAN

A. The present employee benefits plan designs, as contained in the benefit booklet(s), shall be maintained for the life of this Agreement and shall not be changed, except as may be recommended to the parties by the MCAASP/MCPS Joint Employee Benefits Committee, as provided in this Article.

B. Medical Plans

The Benefits Plan shall include the following options:

1. **Two Point-of-Service (POS) Health Plans**, with differentials between in-network and out-of-network plan designs. The two plans shall be as follows:
 - a. **PLAN A**—The Board shall maintain the POS health plans, which are open to all unit members. The Board shall pay 90 percent of the annual premium for each unit member enrolled in the plan and the unit member shall pay 10 percent of the annual premium for the plan.
 - b. **PLAN B**—The closed POS plan benefit levels shall remain the same, except as specified. This plan shall remain closed to new employees hired after January 1, 1994. The Board shall pay 80 percent of the annual premium for each unit member enrolled in this plan and the unit member shall pay 20 percent of the annual premium for the plan.

2. **HMOs—Health Maintenance Organizations**

For unit members who enroll in the Board of Education's health maintenance organizations (HMOs) (or other future carriers awarded contracts through the MCPS bidding process), the Board agrees to pay a sum which is 95 percent of the annual premium. The unit member shall pay 5 percent of such annual premiums.

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 90 percent/10 percent for each plan.

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. The DPPO will provide both in-network and out-of-network dental benefits.

2. **Vision Plan**

The existing vision care insurance plan shall remain in effect.

3. 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 co-payment schedule will be as follows:

DRUG CLASS	Retail	Domestic Mail Order
	30-day supply	3-month supply
Generic Drugs	\$5	\$0
Brand-Name, Formulary List Drugs	\$10	\$10
Brand-Name, Non-formulary, no generic equivalent	\$25	\$25
Brand-Name, Non-formulary, generic is available	\$25 plus the difference	\$25 plus the difference

- c. **Generic Equivalent Rules**—Prescriptions for non-formulary brand name drugs with a generic equivalent will automatically be filled 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 brand-name drug over the generic drug.
- d. **Formulary Drug Class (a.k.a., “Primary Drug Class”)** 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 drugs 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 are considered as maintenance medications under the plan and 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. If such subsequent maintenance drug prescriptions are purchased at a retail pharmacy, the plan shall only pay 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 plans 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. 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 non-generic.
- h. 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.
- i. Participants in the Kaiser Permanente HMO shall have their prescription coverage provided by Kaiser in conjunction with their medical plan. The co-pays shall be \$5 for all prescriptions at Kaiser pharmacies (including mail order) and \$10 at other participating pharmacies (including Giant, Safeway, and CVS).

4. Life Insurance

The Board agrees to cover each unit member with term life insurance consistent with the current *Your Benefit Plan* booklet or such other amount as agreed to by the joint MCAASP-MCPS committee. In addition, the Board will provide eligible unit members with the opportunity to purchase additional term life insurance, at group rates, 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 he or she meets insurance company underwriting requirements. The unit member will pay the full cost of additional life insurance purchased under this provision.

D. Dual-Employee Households

Whenever a husband and wife are both employed by MCPS and eligible to participate in the Employee Benefits Plan, one of the following enrollment options will be available:

- 1. Each may choose to be covered separately under a single plan.
- 2. One employee may choose medical coverage that would include his/her spouse as a dependent. The other may enroll in any other benefit plan, but not in a medical plan.

3. If one employee chooses a plan covering other dependents, the other may enroll in a single plan. In no event will any employee or dependent be covered by two MCPS plans.

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 dependent under his/her spouse's plan will be permitted to continue in that plan as the covered employee.

E. Domestic Partner Coverage

Health plan coverage shall be available to same-sex domestic partners of unit members.

F. General Liability Coverage

The Board agrees to continue to carry a comprehensive general liability policy in which employees are named insureds while acting within the scope of their duties with limits of liability at not less than \$1,550,000.

G. Tax Deferred Annuities and Deferred Compensation Plans

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

H. Joint Employee Benefits Committee

1. MCAASP and MCPS will participate in a multi-union Joint Employee Benefits Committee (JEBC) for the purpose of reviewing the employee benefits plan periodically. The JEBC shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three (3) members of the committee.
2. The committee shall select and monitor the performance of the health care plan administrators.
3. It is understood that the committee shall utilize the bid process if required by state law or MCPS regulation to contract for outside services required to assist the committee.
4. The Board shall indemnify and hold MCAASP, 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 Committee is also charged with developing options for enhancing the MCPS supplemental pension plan. Such options may be the subject of future negotiations between the parties.

I. Flexible Spending Accounts

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

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

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 ERSC as early as possible.

K. Sick Leave Bank

Unit members shall be eligible to participate in the MCAASP Sick Leave Bank. All rules and guidelines governing the uses of the sick leave bank shall be established by mutual consent of MCAASP and MCPS.

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 his/her 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 his/her motor vehicle was damaged as a result of his/her 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 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.
- B.** Bargaining unit vacancies will be advertised electronically for a minimum of five (5) full workdays. Unit members will have four (4) workdays in which to

apply. Unit members who have submitted a request for a transfer to the position which 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 to the associate superintendent of human resources 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. To expedite the filling of vacancies during the summer, school-based vacancies may be posted for a minimum of two days. 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.

- C. 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 from the class description for a position, the variations will be specified.
- D. In filling vacancies, applicants' quality of job performance, length of service in MCPS, areas of competence, certification, and major and/or minor fields of study will be considered. In any involuntary transfer, the workforce diversity policy of MCPS will take precedence over a unit member's length of service in MCPS. When two finalists are determined to be equally qualified, the internal candidate will be given preference for selection.
- E. Upon written request, the superintendent or his designee will explain in writing to an applicant the specific reason(s) he/she was 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 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 regrading or change in responsibilities or duties of a position.
- B. 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 his/her immediate supervisor and/or other appropriate administrators his/her 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 advertised vacancies for which he/she applies and is qualified for a period of up to 12 months after the notification that the position is abolished.
 - C. 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.

- D. 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 his/her annual salary on the new grade exceeds this guaranteed salary, at which time the unit member will be placed on the new schedule.
- E. The provisions of this Article shall not apply to principal trainees and administrative 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 his/her former position.
- F. 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.
- G. The parties understand that, except where conditions necessitate otherwise, acting positions shall normally be for periods of less than one year.
- H. 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.

ARTICLE 20

LEAVES

The following leave regulations, compliant with the *Education* volume of the *Annotated Code of Maryland* and the *Code of Maryland Regulations* apply to all unit members. Terms used in the following sections are defined as follows:

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

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

Immediate family—child, parent, brother, sister, husband, wife. 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 the 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 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 his/her original position within MCPS, or to an equivalent position if the original position has been eliminated.
4. Upon return from an 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 his/her 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 his/her earned salary. A unit member must reimburse the system for any amount of indebtedness for advanced sick leave not covered by his/her earned salary.
6. **Disposition of accumulated sick leave at termination of service or death**—At the time of his/her termination after five (5) years of service with MCPS, any unit member who has performed his/her duties satisfactorily shall receive termination pay at his/her current salary rate for one-fourth of his/her 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 credited membership service with MCPS, 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 he/she is unable to report for duty.
 - b. A unit member on sick leave shall notify the appropriate official as to the progress of his/her illness and the date of his/her 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.

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 his/her immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one (1) year. 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 his/her recommendation.

1. **Eligibility**—All unit members are eligible to apply.
2. **Benefits**—Unit members may contribute to the retirement system while on leave, according to the provisions of the MCPS Retirement System. 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, providing a health certificate from the attending physician is submitted attesting to the unit member's physical fitness to perform his/her duties. Reassignment will be made when there is a vacancy for which the unit member is qualified. 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

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

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 his/her 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 his/her 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 his/her representative, must file an injury report with ERSC within 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 he/she is unable to carry out the duties of his/her 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 his/her physician and to inform his/her principal or other appropriate official monthly of the approximate date he/she can return to his/her regular assignment. A unit member may be carried on full 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 his/her regular assignment, be given an alternative work assignment, be placed on sick leave, or 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 (1) 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 ten months and employed for one or two additional months of duty shall not be eligible for annual leave.
2. **Method of computing annual leave**—All eligible personnel shall earn annual leave as follows:
 - 0–3 years of creditable service—15 days
 - 4–15 years of creditable service—20 days
 - 16+ years of creditable service—26 days
3. **Accumulation of annual leave**
 - a. For any one year, a 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. Each June, beginning June 2009, unit members with at least five (5) years of administrative experience with MCPS, and who have accumulated at least 280 hours of annual leave, will be permitted to "cash out" up to four (4) days of such annual leave and deposit the monetary value of the leave in an available 403(b) plan of the employee's choice.

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.

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. If written advance approval of annual leave is subsequently rescinded by the associate superintendent, 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

Professional leave, which will prepare the unit member for greater usefulness in his/her employment may be granted to a unit member by the Board of Education 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 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 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 served in MCPS at least seven consecutive years uninterrupted by any other leave of a 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.
- c. **Salary allowance**—Unit members granted sabbatical leave shall receive one-half (½) 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 the 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 he/she 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 he/she agrees to return to service in MCPS for a two- or three-year period immediately following the leave of absence. If the unit member fails to return and remain for the specified time, he/she shall refund any monies paid to him/her or on his/her behalf by the Board 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 his/her responsibility to notify the superintendent or designee. 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 him/her or on his/her behalf for which he/she may be liable as a result of the change in leave status.

2. **Leave for Professional Improvement (Extended Periods such as a Semester or School Year)**—Upon recommendation of the superintendent or designee, leave of absence, without pay, for study or other professional improvement may be granted to eligible unit members by the Board of Education for a period not to exceed one year.

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 years of satisfactory service**

- (1) **Eligibility**—Unit members become eligible for a leave of absence for professional improvement without pay, for up to one full year after three (3) years of satisfactory service with MCPS, uninterrupted by any other leave of a semester duration or more, except for sick, child care, military, or exchange leave.
- (2) **Benefits**
 - (a) During the unit member's period of leave, his/her contributions to the Employee Benefit Plan shall be paid by the Board.
 - (b) During the unit member's period of leave, his/her contributions to the MCPS Retirement System shall be paid by the Board.
 - (c) Credit on the salary schedule for up to 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 he/she agrees 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, he/she shall refund any monies paid to him/her or on his/her 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 his/her 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 him/her or on his/her behalf for which he/she is liable as a result of the change in leave status will be refunded to the Board.

b. After one year of satisfactory service

- (1) **Eligibility**—Unit members become eligible to apply for a leave of absence without pay for professional improvement for up to one full year after one year of satisfactory service in MCPS.
- (2) **Benefits**—Credit on the salary schedule for up to 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 his/her 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 course work, 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 completion of professional responsibilities

With prior approval from the appropriate administrator, a unit member may be granted professional leave with pay to complete job-related responsibilities that may be completed offsite.

I. Child Care/Adoption Leave

1. Any unit member who will become an adoptive parent or who wishes leave to care for his/her 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 his/her child, placement for adoption, or foster care.
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. Use MCPS Form 430-1 for short-term leave.

3. Unit members wishing leave in excess of sixty (60) consecutive duty days for a period not to exceed eighteen (18) months must use MCPS Form 430-1 for long-term child care/adoption leave without salary. The unit member's position will not be held for his/her 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 he/she is 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 his/her 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 may, upon written application, and with the approval of the superintendent, be granted leave of absence without pay, in accordance with state regulations. A copy of the military orders must accompany the request for leave. This leave applies to individuals who are drafted or who volunteer for service 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 his/her separation from the armed forces or return to inactive duty was under conditions other than a dishonorable discharge.

- (2) He/she makes application within 90 days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within 90 days after the termination of his/her first period of enlistment in case he/she has voluntarily entered or written 90 days after the return to inactive duty in the case of a member of the Reserves, for reinstatement to the Board.
 - (3) He/she makes application for reinstatement within 90 days from the date of separation from such service or return to inactive duty or within 90 days after discharge from a hospital, provided such hospitalization is directly connected with, related to, and immediately follows his/her separation from the armed forces 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 that he/she would have received if he/she had remained continuously in the Board's service. If he/she is not qualified to perform the duties of his/her prior position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the employ of the Board, he/she shall be reemployed in such comparable position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay rate, or the nearest approximation thereof consistent with the circumstances of his/her case.
- c. **Retirement**—The unit member, upon reinstatement, shall submit to the MCPS Retirement System an official verification of the length of military service.

2. **Military leave for training purposes**

- 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 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 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 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 15 days while on active duty in addition to the 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 his/her selective service obligation by working for 24 months in an institution approved by the state in which he/she resides, and who is not entitled to veterans' benefits, and
 - b. Class 1-A-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 his/her obligation shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time his/her leave began. Unit members who are conscientious objectors, and who are Class 1-A-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 his/her 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.

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, he/she shall be returned to his/her 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 superintendent, 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 he/she is unable to report to work, provided the unit member is not a party to the civil or criminal case, except as defendant in an action regarding his/her authorized MCPS duties. 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.

O. Compensatory Leave

Unit members shall not earn or be granted compensatory leave.

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

All unit members are expected to report for duty when schools are closed, or take annual or personal leave, unless the superintendent or designee has announced that the central office is closed. When all schools and the central 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 automatically granted emergency leave.

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. Effective July 1, 2008, all unit members may be granted up to five 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 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 the school principal or 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 MCAASP 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 Section 6-111 of the *Annotated Code of Maryland, Education* [Volume], shall apply.
- B. Where the unit member is charged with personal liability arising from the appropriate performance of his/her duties and responsibilities, he/she will be protected by the MCPS liability coverage, and will be provided the legal assistance for his/her defense and will be fully indemnified against any monetary judgment or fine levied against him/her by a court or administrative body.
- C.
 1. Where intervention in any fight or physical struggle which takes place in any school building, on school grounds, or at any approved school activity or function where the unit member is acting in his/her official capacity between or among students or any other persons results in injuries not covered by Section A above, the provisions of Section 7-307 of the *Annotated Code of Maryland, 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 him/her harmless from any award or decree against him/her.
 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 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 his/her duties and responsibilities, which the unit member reasonably believes to be in violation of Section 27-123 (Harassment) or 124 (Stalking), or Section 26-101 (a), (b), or (c) (Disturbance or threats), of the *Annotated Code of Maryland*, the school system will take reasonable and appropriate actions designed to protect the employee and prevent the continuation of the offensive conduct.

ARTICLE 22

FAIR PRACTICES

- A. There will be no reprisals of any kind taken against any employee because of his/her membership in the Association or his/her legal representational functions on behalf of the Association.
- B. The Board shall not discriminate against any unit member with regard to his/her 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 his/her assigned functions during duty hours or violate local, state, national law or be prejudicial to his/her effectiveness in his/her 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. 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. In any investigative meeting or interview with an employee that is conducted by the Office of Human Resources and that may lead to demotion, suspension, or discharge, the employee will be advised that he/she has the right to have a Union representative present.
- J. 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.
- K. No unit member shall be held responsible for the loss of money in his/her custody, unless it is demonstrated that the loss is due to the negligence of the unit member. Unit members shall not take school funds home.

ARTICLE 23

REREDITING OF FORMER SERVICE CREDITS

A former employee, upon reappointment to a permanent or conditional position in the same classification, 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 Section 6-202 of the *Annotated Code of Maryland, 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 him/her 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 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 upon 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 his/her 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.

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 on probationary status as defined within the PGS shall be laid off first.
2. If further reductions are required, unit members' 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 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 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 months. If the member is not recalled, or refuses an assignment before the end of the initial six-month 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, he/she 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 or more years and less than 12 years of creditable service will receive one month's salary for each year of creditable MCPS service up to a limit of six months' salary.
 2. Terminated unit members with 12 or more years of creditable service will receive one month's salary for each year of creditable MCPS service up to a limit of 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 MCAASP/MCBOA UNIT

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.

ARTICLE 27

DURATION

This entire Agreement is for a three-year period, beginning February 26, 2008, and ending June 30, 2010.

For the Board:
/s/
Larry A. Bowers
Chief Operating Officer

For the Association:
/s/
Edythe A. Miller
Executive Director

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 25th day of February, 2008.

Montgomery County
Board of Education

/s/
Nancy Navarro
President

Montgomery County Association of
Administrative and Supervisory
Personnel

/s/
Rebecca Newman
President

Montgomery County Public Schools
/s/
Jerry D. Weast
Superintendent of Schools

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