

Agreement

This agreement is entered into by and between the Montgomery County Board of Education and the Montgomery County Education Association.

The applicable provisions of the Annotated Code of Maryland governing collective bargaining in Maryland public school systems, and the terms of the existing collective bargaining agreement provide that:

“If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education and such actions 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.”

Therefore, in light of the Montgomery County Council’s recent action on the Fiscal Year (FY) 2012 Operating Budget, the parties have entered negotiations and have reached agreement on the following modifications to the collective bargaining agreement.

1. **Salaries**—The salary schedules in effect for FY 2011 shall remain in effect for FY 2012. Step increases and new or additional longevity supplements will not be implemented during FY 2012.
2. **Thanksgiving Holiday**—Effective beginning in FY 2012, all unit members on duty on the Wednesday before the Thanksgiving holiday will be allowed to leave work two (2) hours early without charge to leave.
3. **Health Care Cost Containment**—The parties agree to continue to work together with the other two employee organizations through the Joint Work Group on Health Care Cost Containment to develop recommendations to reduce overall health insurance plan costs. Any recommended changes will be the subject of future negotiations.
4. **Tuition Reimbursement**—The parties agree to establish a Joint Work Group on Tuition Reimbursement, together with the other two employee organizations, during the FY 2012 school year to monitor and analyze tuition reimbursement usage. Any recommended changes in tuition reimbursement policies will be the subject of future negotiations.
5. **Athletic Stipends**—see attached.
6. **Reopener**—Section C of Article 31 (Duration) is replaced with the following:
 - C. Reopened Negotiations—The parties shall reopen negotiations during FY 2012 for FY 2013 and FY 2014 on the following:
 - a. Economic provisions originally negotiated for FY 2010 and not implemented as a result of renegotiations
 - b. Other economic provisions of the Agreement, including:
 - a. salary compensation
 - b. all elements of the health insurance benefit plans

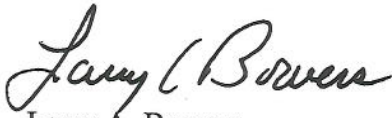
- c. implementation dates for delayed salary steps and delayed longevity compensation
- d. tuition reimbursement programs
- c. During FY 2012, either party may reopen up to two Articles of this Agreement for negotiations.

7. **Other Terms and Conditions**—All other terms and conditions of the current collective bargaining agreement shall remain in full force and effect.

The above represents the full and complete agreement between the bargaining teams over changes to the current collective bargaining agreement.

IN WITNESS THEREOF:

For the Board:



Larry A. Bowers
Chief Operating Officer

For the Association (MCEA):



Thomas Israel
Executive Director

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7th day of July, 2011.

**MONTGOMERY COUNTY
BOARD OF EDUCATION**



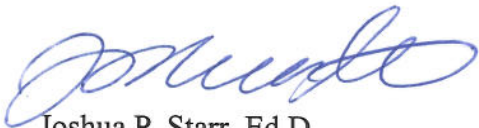
Christopher S. Barclay
President

**MONTGOMERY COUNTY
EDUCATION ASSOCIATION**



Douglas Prouty
President

MONTGOMERY COUNTY PUBLIC SCHOOLS



Joshua P. Starr, Ed.D.
Superintendent of Schools

For the MCEA Agreement:

5. Athletic Stipends: Article 20 Section I—The hourly rate for the stipend program will not change for FY 2012. However, in light of the budget reduction of \$750,000 in the athletics budget, changes will be made for FY 2012 based on the following program changes:

- a. Article 20 Section F will read as follows for FY 2012: Fall Coaches—high school coaches of fall sports, assistant athletic directors who are not coaching a fall activity, marching band directors, and cheerleader and pompon sponsors who are scheduled to participate in preschool activities have four hours per day built into the stipend for any days prior to the first scheduled day of work for 10-month teachers.
- b. Art. 20 Sec. J—Post-season compensation shall be calculated at a flat rate of \$50 per round advanced.
- c. Art. 20 Sec. K—Athletic stipends are adjusted as follows:
 - i. All junior varsity athletic stipends will be reduced to reflect a reduction in hours due to the elimination of 1–3 games per sport (at 5–6 hours per game) and 3 practices per game (3-hour practice each).
 - ii. The stipend for the high school intramural director will be reduced based on a reduction in hours from 75 to 38 from \$1050 to \$532.
 - iii. All varsity athletic stipends will be reduced to reflect a reduction of 3 practice sessions per season (3-hour practice each).
 - iv. Middle school athletics stipends will be reduced based on a reduction of one game and two practices each in middle school boys' and girls' basketball, soccer, and softball.
 - v. The stipend for the middle school athletic coordinator will be reduced based on a reduction of 4 hours of work time from \$2590 to \$2534.
 - vi. The stipend for high school coed and boys' volleyball will be reduced by one game and three practices each from \$3430 to \$3234.
 - vii. High school varsity cheerleading will be adjusted from 3 seasons to 2 seasons (fall and winter to continue).
 - viii. High school junior varsity cheerleading will be adjusted to one season (fall only).
- d. In addition, the parties acknowledge the Board of Education's decision to eliminate high school developmental girls' golf.