

Office of the Superintendent of Schools
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

March 18, 2025

MEMORANDUM

To: Members of the Board of Education

From: Thomas W. Taylor, Superintendent of Schools

Subject: Amendment to the Agreement Between Montgomery County Education Association and Board of Education of Montgomery County for the School Years 2023–2027 Contract

☐ Information ☒ Action

Superintendent Recommendation:

The superintendent recommends that the Board of Education approve the amendment to the Montgomery County Education Association agreement for the School Years 2023–2027 contract.

WHEREAS, Section 6-408 of the Education Article, Annotated Code of Maryland, requires the Board of Education to enter into negotiations with designated employee organizations concerning salaries, wages, hours, benefits, and other working conditions; and

WHEREAS, the parties have a negotiated agreement for July 1, 2023, through June 30, 2027, which recently was subject to a limited reopener to address specific items within the current agreement; and

WHEREAS, such changes demonstrate a commitment to fair and equitable working conditions, fostering open communication and accountability within the organization; and

WHEREAS, the Montgomery County Education Association properly was designated as the exclusive representative of the certificated educators employee unit for these negotiations; and

WHEREAS, said negotiations have occurred in good faith, as required by law and the agreement; and

WHEREAS, the parties have reached a tentative agreement on items in Article 5, Grievance Procedure; Article 17, Schedules and Workload; Article 20, Salaries; Article 21, Supplements; Article 22, Stipends and Other Compensation; and Article 23, Insurance, and

WHEREAS, the amended agreement reinforces our shared commitment to professional and operational excellence and seeks to document our commitment to employee rights and transparency, and

WHEREAS, the amended agreement duly was ratified on February 18, 2025, by the membership of the Montgomery County Education Association; now therefore be it

Resolved, That the Board of Education approve the amendment to Montgomery County Education Association Agreement for the School Years 2023–2027 Contract; and be it further

Resolved, That the president of the Board of Education and the superintendent of schools be authorized to sign the amended agreement, according to said agreement and the law.

TWT:DEE:MHS:mj

Attachment

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

This document includes the articles in which changes were made during this limited reopener: Articles 5, 17, 20, 21, 22, and 23.

- Language that is new is **underlined, in boldface type, and red.**
- Language that will be retained and is included here is not underlined and is not in boldface.
- Language that has been removed from the contract is ~~struck through and red.~~

Article 5 – GRIEVANCE PROCEDURE

A. 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 the Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any unit member having a **potential** grievance to discuss the matter with any appropriate member of the administration. Such **potential** grievance may be adjusted without intervention of the Association, providing that the adjustment is not inconsistent with the terms of this Agreement. The Association shall be notified and/or provided the right to be present any time an adjustment is made as a result of the informal level discussion to ensure consistency with the Agreement.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the superintendent and the Association and shall be stated in writing. ~~In the event If~~ a grievance is filed at such time that it would not normally be processed through all the steps in this grievance procedure by the end of the school year, the parties shall attempt to process such grievance prior to the end of the school year.
2. No grievance shall be initiated more than 15 duty days after the cause thereof has occurred or been discovered ~~except that this time may be extended by up to 14 calendar days to allow for attempts to resolve the issue through the informal process or no more than 45 duty days after the cause thereof has occurred or been discovered if the informal resolution process has been utilized.~~ Requests for extensions to the timelines to solve the grievance at the lowest level may be requested and will not be unreasonably denied.
3. **Representation Rights:** The grievant may be their own ~~representation~~ **representative** at the informal level or may request that MCEA (MCEA staff or building representative) be their representative. The grievant shall be represented by an MCEA representative at Level One and above. **The administrator responsible for responding to the potential grievance shall have the right to be accompanied by another administrator or MCPS representative but may not be accompanied by their Union representative. By mutual agreement other persons such as witnesses may also attend grievance meetings provided they agree to the confidential nature of the proceedings.**
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the superintendent **or designee** and the Association, and will be given appropriate distribution ~~so as~~ to facilitate operation of the grievance procedure.

5. **Released Time for Employees and MCEA Representatives:** Grievance meetings and/or hearings shall normally be scheduled ~~before or after the unit member's duty day unless otherwise agreed to by the parties~~ to minimize impact on instruction. Meetings scheduled during the duty day are eligible for substitute coverage and sufficient time will be allocated, should the meeting be in person, for travel time.
6. **Effect of Time Limits:**
 - a. **If a grievance is not processed by the Association at any level in accordance with the time limits of this Article, it shall be deemed withdrawn.**
 - b. **MCPS shall respond, in writing, within the time limits as provided in this Article. If MCPS fails to respond to the grievance at any level within the time limits, and an extension has not been agreed upon, the Association can appeal to the next level of this procedure, up to and including arbitration.**
 - c. **All time limits and grievance levels may be shortened, extended, or waived, but only by mutual written agreement.**
7. ~~6.~~ When it is necessary for a party in interest to attend a grievance hearing during the school day, the Association will assume one-half the cost of a substitute if one is employed.

C. Informal Process

1. A unit member with a **potential** grievance will first ~~discuss it with their~~ **attempt to resolve the issue with the lowest level supervisor with the authority to resolve the issue, which in most cases will be the principal or immediate supervisor. If a potential grievance does not relate to the principal or immediate supervisor and the remedy requested is not within the authority of the principal or immediate supervisor, the unit member may initiate the informal process with the administrator who has such responsibility and authority.**
2. **If the employee requests a meeting to discuss the potential grievance with the lowest level supervisor with the authority to resolve the issue, they will not be unreasonably denied. The lowest level supervisor will accept or reject the request for a resolution meeting in writing within five (5) duty days.**
3. The objective of this first meeting will be the informal resolution of the matter. An Association representative may be present at this informal level of the procedure and if chosen as their representative under Article 5, Section C.3, shall represent the grievant.
4. **The informal process may be waived by mutual agreement of the Association and Department of Labor Relations.**

D. Formal Process

1. Level One—
 - a. **Notice:** If the grievance ~~cannot be~~ **is not** resolved ~~informally at the informal level,~~ the Association may **file with the Department of Labor Relations, who will assign it to the lowest level supervisor with the authority to resolve the issue,** ~~with the principal or other appropriate official their grievance in writing on the jointly-developed form within 15 duty days~~ **after the cause thereof has occurred or been discovered and the informal resolution process has concluded** ~~and the cause thereof has occurred or been discovered.~~
 - b. **Waiver:** If the grievance is not presented within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal.
 - c. **Disposition:** The ~~individual with whom it was filed~~ **official designated to resolve the issue** shall have five duty days to **render a written decision** ~~respond.~~
2. Level Two—
 - a. **Notice** If the Association is not satisfied with the written disposition of their grievance at Level One, the Association may elevate the grievance to Level Two by filing notice in writing to the Department of Labor Relations within **fifteen (15)** ~~ten (10)~~ duty days after the Level One written disposition is received or due.

- b. **Waiver** If the grievance is not referred to the Department of Labor Relations within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal.
 - c. **Hearing Process** Within ten (10) duty days after receiving the written grievance from the Association, the Department of Labor Relations will
 - i. designate a hearing officer to schedule the Level Two meeting and;
 - ii. hold the Level Two meeting with the ~~aggrieved person and the~~ MCEA representative for the purpose of resolving the grievance.
 - d. **Disposition** The designated hearing officer shall render a decision in writing within **ten (10)** ~~five (5)~~ duty days of the meeting held with the aggrieved person.
3. **Level Three**
- a. **Notice** If the Association is not satisfied with the written disposition of the grievance at Level Two, the Association may elevate the grievance to Level Three by filing notice in writing to the **MCPS Representative** ~~superintendent or their designee~~ within five (5) duty days after the Level Two written disposition is received or due.
 - b. **Waiver** If the grievance is not referred to the superintendent or their designee within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal.
 - c. **Hearing Process** Within 10 duty days after receiving the written grievance from the Association, the superintendent's **designated hearing officer** ~~or their designee~~ shall **hold a hearing** ~~review the record~~ and render a decision in writing. The **hearing officer** ~~superintendent, or designee,~~ may request **additional** information directly from any party of interest. ~~in the grievance if they felt that additional information was needed.~~ Any such ~~written~~ information shall be shared with the other party. **The parties may agree to forgo a hearing and instead have the designated hearing officer render a decision based on a review of the record.**
4. ~~Level Four~~ — **Arbitration**
- a. **Notice:** If the Association is not satisfied with the written disposition of their grievance at Level Three, the Association may request arbitration within **fifteen (15)** ~~ten (10)~~ duty days after a decision by the **designated hearing officer** ~~superintendent or their designee~~ was received or due.
 - b. **Waiver:** If the grievance is not submitted to arbitration within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. If any question arises as to whether a grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will be ruled upon by the arbitrator before hearing the case.
 - c. **Arbitrator Selection Process:**
 - i. Within **fifteen (15)** ~~ten (10)~~ duty days following the date that notice of intent to arbitrate is filed, the parties will select an arbitrator that is mutually agreeable.
 - ii. If agreement on selection of a panel arbitrator cannot be reached, then, within **fifteen (15)** ~~ten~~ ~~(10)~~ duty days after such a written notice of a failure to agree, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.
 - d. **Disposition:**
 - i. The arbitrator so selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue their decision not later than **fifteen (15)** ~~ten (10)~~ days from the date of the close of hearings, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to them.

E. Class Actions

1. The Association may submit any class action grievance to the Superintendent or their designee by providing, in writing to the Department of Labor Relations, the following information:
 - a. the date or dates upon which the alleged violation occurred;
 - b. a statement of the specific provision or provisions of this Agreement alleged to be violated;
 - c. and the remedy sought.
2. Class actions shall be initiated at Level 3.
3. Within five duty days, the administrator with the authority to grant the requested remedy shall grant it or schedule to meet with the Association to discuss the request. If no administrator has the authority to resolve the grievance, the Superintendent or their designee shall address the issue or meet with the Association.
4. MCPS will issue a decision within 10 duty days from the meeting.
5. If MCPS fails to meet with the Association or issue a response, the Association may seek arbitration of the grievance.
6. All class action responses shall clearly articulate the decision and the rationale for the decision.

F. Voluntary Pre-arbitration Mediation

1. Either party may request grievance mediation when a case is appealed to arbitration. If both parties agree, the Federal Mediation and Conciliation Service's Grievance Mediation Program may be used. If the mediation does not result in a mutually satisfactory resolution, the case may proceed to arbitration.

G. Miscellaneous Rights, Protections, and Protocols

2. ~~6-~~ The parties shall develop a set of procedural guidelines for the conduct of grievance hearings.
3. ~~2-~~ All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
 - a. Upon request, MCPS shall furnish documentation and information that is necessary for full and proper discussion and understanding of subjects relevant and material to the grievance in question to the Union to the extent not prohibited by law.
 - b. A representative of the Union investigating a grievance shall have the right, with the written authorization of the bargaining unit member, to examine the contents of the unit member's personnel and/or worksite file.
5. ~~3-~~ All decisions rendered at all levels of the grievance procedure will be in writing, ~~setting forth the decision and the reasons therefore~~ clearly articulating the decision and the rationale behind it.
6. Transmittal - All decisions, and will be transmitted promptly to shared with the Association, and all parties in interest and to the Association.
- ~~5. The Association may submit any intended class action grievance to the superintendent or their designee by providing, in writing to the Department of Labor Relations, the following information: the date or dates upon which the alleged violation occurred, a statement of the specific provision or provisions of this Agreement alleged to be violated, and the remedy sought. The superintendent or their designee shall rule, within five duty days, if any other administrator has the authority to resolve the grievance. If no other administrator has the authority to resolve the grievance, the superintendent or designee shall, within 10 duty days from the initial submission of the grievance, respond or the Association shall be free to seek arbitration of the grievance.~~

H. Administrative Complaint Procedure

The administrative complaint procedure currently in use to process and resolve unit member complaints pertaining to the interpretation or implementation of Montgomery County Board of

Education policies or Montgomery County Public Schools regulations or rules ~~matters not covered by this Agreement~~ shall be continued.

Article 17 - SCHEDULES & WORKLOAD

B. Workday

2. Non-school based members.

a. Expectations for Collaborative and Individual Planning

- i. Unit members are responsible for managing collaboration and individual planning to effectively meet the needs of all students. In alignment with the MCPS performance standards, all unit members are expected to consistently and effectively engage in both collaborative and individual planning on a weekly basis.
- ii. Concerns related to effectively working as a team, worksite, or adhering to system goals may be addressed as performance standard issues.

- b. Non-school based unit members who provide direct services to students full-time will receive a comparable amount of individually managed planning time as do elementary school-based unit members per D.1.c & D.1.d below. ~~Other time during the workday is available for group-managed activities, including meetings and training.~~ If the employee spends less than full-time providing direct services to students, their individual planning time will be proportionate to the amount of time spent providing services for students weekly. The parties will continuously collaborate to identify the specific classifications that fall within this section.

classifications.

- i. MCPS, either through central office administrators, worksite level administrators, and/or other worksite level leaders, may direct use of unit member planning time according to the following provisions:

1. Such directed use of planning time shall be limited to two (2) times per month.
2. Except in an emergency, a minimum of forty-eight (48) hours advance notice of directed use of planning blocks should be provided.
3. A unit member's entire planning block will not be utilized, and a minimum of ten (10) minutes shall be left for use at the discretion of the affected individual unit member.

4. These limitations do not apply to:

- a. activities related to implementing a professional growth plan or support of the Peer Assistance and Review Program
- b. When teams are unable to accomplish the work as identified jointly by site coordinators, Team Leaders, and Program Support Specialists as appropriate, the supervisor/site coordinator, or designee shall provide the team with written feedback regarding concerns with the work of the team, and determine:
 - i. a timeline of when they will accomplish the work,
 - ii. how the team will communicate its progress to stakeholders.
 - iii. If at the end of the jointly agreed upon timeline the work is not completed, administration will determine supports and intervention to guide the completion of said work for the purpose of having the team return to governing the work themselves, as quickly as possible.
- c. No more than two and one-half (2.5) hours per month to attend staff meetings. No single meeting will last more than one-half (1.5) hours.

D. Elementary School Schedules

1. **Expectations for Collaborative and Individual Planning** When developing elementary schedules, teams will consider the need for both individually managed time and work that is defined by the leadership and completed in group settings. While
 - a. Unit members are responsible for managing collaboration and individual planning to **best effectively** meet the needs of **all** students. **In alignment with the MCPS performance standards, all unit members are expected to consistently and effectively engage in both collaborative and individual planning on a weekly basis.**
 - b. Concerns **related to** about effectively addressing **working as a** team, **worksite** school, and **or adhering to** system goals may be addressed as performance standard issues.
 - c. Teachers' **Unit members'** schedules will include at least seven (7) hours in a normal week for such instructionally related work.
 - d. **Planning requires a block of at least 20 minutes of uninterrupted time during the teacher work day.** Within the teacher on-site workday, teacher schedules will include a minimum of 3 hours and 45 minutes of time that is for individually managed planning and work during regular workweeks. Other time during the workday is available for group managed activities, including meetings and training.
 - e. ~~b.~~ Non-instructional time occupied with supervision of students prior to and after the official student day does not qualify as planning time.
 - f. ~~c.~~ Teams will determine when they will meet during the workday. This decision is contingent on teams being able to adhere to parameters identified by ILT. When teams are unable to identify meeting times that adhere to the outlined parameters, the ILT can determine when and how the team will meet. ~~Parameters must take into account the other duties assigned to teachers and the requirement to provide a minimum of 3 hours and 45 minutes for individually managed planning and work.~~
 - g. **MCPS, either through central office administrators, worksite level administrators, and/or other worksite level leaders, may direct use of unit member planning time according to the following provisions:**
 - i. **Such directed use of planning time shall be limited to two times per month.**
 - ii. **Except in an emergency, a minimum of forty-eight (48) hours advance notice of directed use of planning blocks should be provided.**
 - iii. **A unit member's entire planning block will not be utilized, and a minimum of ten (10) minutes shall be left for use at the discretion of the affected individual unit member.**
 - iv. **These limitations do not apply to:**
 - a) **legal and operational requirements of their job duties that occur in a worksite (e.g IEP meetings, family and caregiver meetings, etc.).**
 - b) **activities related to implementing a professional growth plan or support of the Peer Assistance and Review Program**
 - c) **team interventions as defined by Article 9.B.5.d-e**
 - h. ~~d.~~ For workweeks that result in an overall reduction in planning time, teams will determine how work will be accomplished. When a decrease in total available non-instructional time is unavoidable, it is expected that, except for emergencies, group meeting time will be adjusted to a greater degree than individually managed time. Teachers may volunteer to meet more than the above.
 - e. ~~Planning requires a block of at least 20 minutes of uninterrupted time during the teacher work day.~~
 - i. ~~f.~~ Every effort will be made to provide equitable distribution for this non-instructional time throughout the organization, in keeping with the desires of the staff and individual schedules.

~~However, In the event D.1.g.iv. must be implemented in a week,~~ at least one hour a week shall be uninterrupted.

- i. Planning time for part-time teachers will be prorated based on FTE, in accordance with Appendix C.
4. The Education Management Team (EMT), Individual Education Program (IEP), and building-level problem-solving meetings requiring the participation of classroom teachers shall be scheduled at times when coverage is available for their classroom, and not at times that result in loss of guaranteed ~~minimum~~ individually managed time, except as is needed to accommodate the schedule of a parent participating in the meeting or where there is no single time when all required participants are available. When such meetings preempt a teacher's lunch period, the unit member will be provided a duty-free lunch of no less than thirty (30) minutes at a different time.

F. Secondary School Schedules

1. Where the school is organized on a seven (7) period schedule, each classroom teacher will be assigned no more than five (5) regular classes. Classroom teachers of vocational subjects may be assigned to teach the equivalent of six (6) classes when organized on a multiple class schedule. The remaining periods are reserved for individual and collaborative planning as subject to F.2. below.
2. Expectations for Collaborative and Individual Planning
 - a. ~~Schedules must reflect the need for both individually managed work and time that may be structured by the ILT.~~ Unit members are responsible for managing collaboration and individual planning to ~~best~~ effectively meet the needs of all students. In alignment with the MCPS performance standards, all unit members are expected to consistently and effectively engage in both collaborative and individual planning on a weekly basis.
 - b. Concerns ~~related to about~~ effectively addressing working as a team, worksite school, and or adhering to system goals may be addressed as performance standard issues, taking into account workload and other mitigating factors.
 - c. ~~During a typical seven (7) period day, a school schedule will provide for a minimum of fifty percent (50%) of the total non-instructional time during the student day to be individually managed. The remaining time may be available for the work of teams/departments, including instructionally-related activities (IRAs) with students.~~
 - d. Central office administrators, worksite level administrators, and/or other worksite level leaders, may structure up to four planning periods per month as outlined below.
 - i. Except in an emergency, a minimum of forty-eight (48) hours advance notice of directed use of planning blocks should be provided.
 - ii. A unit member's entire planning block will not be utilized, and a minimum of ten (10) minutes shall be left for use at the discretion of the affected individual unit member.
 - iii. These limitations do not apply to:
 - a) legal and operational requirements of their job duties that occur in a worksite (e.g IEP meetings, family and caregiver meetings, etc.)
 - b) activities related to implementing a professional growth plan or support of the Peer Assistance and Review Program
 - c) team interventions as defined by Article 9.B.5.d-e
 - e. When there is an alternative schedule, the amount of time may be considered on a one-week or two-week basis.
 - f. It is recognized that special educators need increased flexibility to complete their legally mandated paperwork.
3. For work weeks that result in an overall reduction in planning, course-alike teams will determine how work will be accomplished. When a decrease in total available non-instructional time is unavoidable, it is expected that, except in emergencies, group meeting time will be adjusted to a greater degree than individually managed time.

Article 20 - SALARIES

A. Salaries

1. Effective July 1, 2023 ~~2025~~, all ten-month unit members will receive a cost-of-living adjustment of \$5,602 ~~3.25%~~. Effective July 1, 2024 ~~2026~~, all ten-month unit members will receive a cost-of-living adjustment of \$2,918 ~~3.25%~~. The annual salaries of all bargaining unit employees are set forth in the salary schedules attached hereto as Appendix A. Such salary schedules are hereby made a part of this Agreement.
4. **Step Increases**—The granting of step increases will be governed by the following provisions
 - a) The anniversary date for step-increase purposes for all unit members shall be July 1.
 - b) On July 1, 2023 of each year, all unit members eligible for a step increase will move up one step from their current step. ~~On July 1, 2024, all unit members eligible for a step increase will move up one step from their current step.~~
5. **FY 2012 Hire-in Rectification** - It is acknowledged that some employees missed a step increase in FY2012, due to the negotiated deferral of step increases, or had their hire-in rate adjusted back one step in FY 2012. ~~The Board and the Union have an ongoing commitment to negotiate with regard to this issue.~~ All impacted unit members shall be placed on their appropriate step on July 1, 2025.
6. **12-Month Employees**
 - a) The salary for 12-month employees will be equal to 117.5 percent of the salary for which those employees would qualify if employed in 10-month positions. ~~For Fiscal Year 2024, effective July 1, 2023, the cost-of-living adjustment for a 12-month employee will be \$6,583. For Fiscal Year 2025, effective July 1, 2024, the cost of living adjustment for a 12-month employee will be \$3,428.~~

Article 21 - SUPPLEMENTS

A. Supplements for Positions with Additional Responsibilities

- 7) **Elementary, ELD, Elementary Special Education, and MCITP Team Leaders**—All professional personnel on the professional salary schedule grades A–D who are assigned as elementary team leaders, elementary special education team leaders, or team leaders in the Montgomery County Infants and Toddlers Program or in ELD (with at least three other team members) will have their regular scheduled salary increased by \$1,700.

B. Supplements for National Certifications

1. **National Board for Professional Teaching Standards**—
 - b) Unit members who achieve National Board Certification but are not eligible under the Blueprint for Maryland's Future will have their regular scheduled salary increase by ~~\$2,125~~ \$2500 annually. In order to receive this supplement, NBPTS certification and First Class Maryland certification (as described in the Education Law) must be maintained.
2. **Other National Certifications, National Licensures, or Equivalent** – In order to promote high standards and continuing professional development, the parties agree that any unit member who has received national certification or credentialing in speech/language pathology, occupational therapy, physical therapy, school psychology, counseling, will have their regular scheduled salary increased by ~~\$2,125~~ \$2500 annually.
3. **Maintenance of Certification – Unit members who have National Board Certification and receive a Maintenance of Certification (MOC) are eligible for the following MOC increases: \$3,000 for MOC 1.**

Article 22 - STIPENDS AND OTHER COMPENSATION

A. General

1. It is the intention of MCPS to provide instruction and supervision by fully qualified sponsors in a variety of extracurricular activities for students, subject to available funds. This program ~~will~~ ~~shall~~ be voluntary, except for unit members covered in Section D of this article. It is also the intention of MCPS to utilize unit members as sponsors of activities and sports; however, if unit members are not available, non-unit members may be utilized to sponsor an activity or coach a sport. The supplementary pay schedule identifies certain stipend compensated activities. This does not mean that because an activity is listed for a stipend payment that all schools will participate or take steps to participate in all activities. The following conditions must be met before any activity is implemented: (1) the need for it has been established in advance by the principal and the staff; (2) the activity is assigned in addition to the regular teaching responsibility; and (3) it is an activity recommended by the principal and approved by the community superintendent.
6. The principal is responsible for posting a notice of sponsor vacancies for each of the activities to be conducted in the school. Qualified unit members who work in the same building for which a stipend vacancy is posted shall be given first consideration. Posting vacancies outside of the local school may take place, ~~but is not required~~ and should be on MCPS Careers. This notice shall fully explain the requirements for the appointment to the position, the general duties of the position, and the stipend to be paid. The principal need not post a vacancy notice if they have selected the satisfactorily evaluated incumbent.
7. Principals shall, ~~to the extent possible~~, notify all ~~school-based~~ unit members in writing of their stipend assignments prior to the start of the school year, unless the member is hired for the stipend assignment during the school year.

B. Stipends for Additional Professional Duties and Learning

1. **Supervising Student ~~Teachers~~ Interns**—A unit member who supervises a student teacher or graduate intern in an education program shall receive a stipend of \$50 per week for such supervision.

(No other changes in this section.)

D. Innovative School Year (ISY)

(No changes)

E. Extracurricular Stipends

2. ~~Classification II~~, Outdoor Education
 - i. **Classification II** - Teachers participating in the outdoor education programs at one of the outdoor education facilities used by MCPS shall be compensated by a stipend on a per diem basis. The stipend should be made available to classroom teachers accompanying the classes and other professional staff members of MCPS on grades A–D who are utilized as educational specialists. The amount of the stipend shall be \$150 ~~\$100~~ for each overnight stay at one of the outdoor education facilities.
 - ii. **Classification I** - The team member who organizes the outdoor education program for the school shall be compensated at the Classification I stipend rate for up to 40 hours for the organizing and planning activities, based on hours worked.
3. Classification III – Extracurricular activities that are standardized across all MCPS schools by level (as reflected in the table below).
4. ~~ECA Handbook Review—MCEA and MCPS agree to convene a workgroup to review and recommend changes to the ECA Handbook during school year 2023-2024 and every two years thereafter. The workgroup will examine and propose policy and procedures governing the allocation of funds for extracurricular activities. Each party shall appoint six (6) representatives. The workgroup's charges will include reviewing the ECA Handbook~~

~~in order to:~~

- ~~iii. —Review allocations of stipend assignments by school.~~
- ~~iv. —Recommend changes to current job descriptions and estimated hours required for each stipend activity.~~
- ~~v. —Promote equity in hours across each athletic and non-athletic activity.~~
- ~~vi. —Identify ways to increase the number of stipend opportunities at the elementary school level.~~
- ~~vii. —Report to MCPS and MCEA through the Operations & Contract ASLMC their recommendations.~~

4. MCEA/MCPS Stipend workgroup should reconvene biennially with the following charges:

- a. Review and recommend revisions to the ECA Handbook**
 - b. Propose recommendations for organizational support of the non-athletic ECA program, including funding sources, staff support services, and equity within the ECA program. The workgroup should convene biennially no later than February 1, and the recommendations report should be presented to OCA LMC no later than the last day of the same fiscal year with recommendations.**
 - c. Research data on co-curricular activities that have an expectation of additional work outside of the student day (e.g. music performances, art shows, yearbook). Explore whether to make recommendations for a separate level of ECAs to be instituted for co-curricular activities.**
 - d. Discuss best practices for paying out stipends (e.g. spread out evenly over each paycheck, 1 lump sum at some point in the year, 2 lump sums at the end of each semester), looking into whether there should be a consistent practice districtwide.**
 - e. Determine the viability of adding an additional full time instructional specialist to the ECA office to provide support and accountability to non-athletic ECAs to ensure that all students, regardless of race, gender, immigration status, economic status, etc., have access to high quality extracurricular activities.**
5. **Ineligible Personnel**—Athletic specialists, ~~consulting teachers~~, and ~~12-month unit members~~ are not eligible for payment of an extracurricular stipend. **12-month unit members**, ~~R~~esource teachers, resource counselors, **consulting teachers**, and content specialists are eligible **for payment of an extracurricular stipend** only if the following conditions are met:

(No changes in the remaining items of this section.)

11. Extracurricular Activities

Non-Athletic Stipends	School Level	FY 25	<u>Effective July 1, 2025</u>
After School Supervisor/Monitor Assistant	High	\$5,400.00	\$5,400.00
Choral Director	Elementary	\$1,296.00	\$1,296.00
Choral Director	Middle	\$1,800.00	\$1,800.00
Choral Director	High	\$5,400.00	\$5,400.00
Competitive Marching/Pep Band	High	\$2,970.00	\$2,970.00
Debate Coach	High	\$4,050.00	\$4,050.00
Drama Director	High	\$6,066.00	\$6,066.00
Drama Director (one production)	Middle	\$2,394.00	\$2,394.00
Drama Director (two productions)	Middle	\$4,788.00	\$4,788.00
Enrichment Activities (3-L14)	Elementary	\$450.00	\$450.00
Enrichment Activities (3-L16)	Elementary	\$450.00	\$450.00
Extracurricular Activities Director	High	\$5,670.00	\$5,670.50
Flag/Majorette and/or Rifle Team Sponsor (Band Director Sponsor)	High	\$1,530.00	\$1,530.00
Flag/Majorette and/or Rifle Team Sponsor (Separate Sponsor)	High	\$2,700.00	\$2,700.00
Forensics Coach	High	\$4,050.00	\$4,050.00
Instrumental Music Director	Middle	\$1,530.00	\$1,530.00
Instrumental Music Director	High	\$3,060.00	\$3,060.00
It's Academic	High	\$1,800.00	\$1,800.00
Jazz Ensemble Director	Middle	\$1,260.00	\$1,260.00
Junior Class Advisor	High	\$3,150.00	\$3,150.00
Marching Band Pre-Season	High	\$1,152.00	\$1,152.00
Marching Band/Pep Band Director	High	\$1,980.00	\$1,980.00
Math Olympiad Coach	Middle	\$1,710.00	\$1,710.00
Mathletes	High	\$2,106.00	\$2,106.00
Minority Scholars Program Sponsor	Middle	\$3,780.00	\$3,780.00
Minority Scholars Program Sponsor	High	\$4,860.00	\$4,860.00
Mock Trial Program	High	\$1,620.00	\$1,620.00
Music Theater Director	High	\$1,170.00	\$1,170.00
Newspaper Advisor	Middle	\$1,800.00	\$1,800.00
Newspaper Advisor	High	\$4,050.00	\$4,050.00
Outdoor Environmental Ed Organizer	Middle	\$720.00	\$720.00
Pep Band Director	High	\$1,080.00	\$1,080.00

Safety Patrol	Elementary	\$3,438.00	\$3,438.00
Senior Class Advisor	High	\$4,500.00	\$4,500.00
SGA	Middle	\$3,780.00	\$3,780.00
SGA	High	\$4,860.00	\$4,860.00
Stage Director	Middle	\$900.00	\$900.00
Stage Director	High	\$5,994.00	\$5,994.00
STEM Club	High	\$1,800.00	\$1,800.00
Student Service Learning (SSL)	High	\$3,600.00	<u>\$4,500.00</u>
Student Service Learning (SSL) Projected Enrollment: 1,001 to 1,500 -- SSL (Large)	Middle	\$1,800.00	\$1,800.00
Student Service Learning (SSL) Projected Enrollment: 501 to 1,000 -- SSL (Medium)	Middle	\$1,440.00	\$1,440.00
Student Service Learning (SSL) Projected Enrollment: Up to 500 -- SSL (Small)	Middle	\$1,200.00	\$1,200.00
Yearbook Advisor	Elementary	\$1,800.00	\$1,800.00
Yearbook Advisor	Middle	\$2,790.00	\$2,790.00
Yearbook Advisor	High	\$4,050.00	\$4,050.00
Athletic Stipends	School Level	FY25	<u>Effective July 1, 2025</u>
Assistant Athletic Specialist	High	\$5,670.00	\$5,670.00
Assistant Game Manager	High	\$2,916.00	
Athletic Coordinator	Middle	\$3,258.00	\$3,258.00
Baseball Jr. Varsity	High	\$3,546.00	<u>\$3,726.00</u>
Baseball Varsity	High	\$5,364.00	<u>\$5,926.50</u>
Basketball Ticket Manager	High	\$1,404.00	\$1,404.00
Basketball Scorer/Timer (Boys)	High	\$756.00	\$756.00
Basketball Scorer/Timer (Girls)	High	\$756.00	\$756.00
Basketball Scorer	Middle	\$288.00	\$288.00
Basketball Timer	Middle	\$288.00	\$288.00
Basketball (Boys)	Middle	\$1,476.00	\$1,476.00
Basketball (Boys) Jr. Varsity	High	\$4,248.00	<u>\$4,828.50</u>
Basketball (Boys) Varsity	High	\$5,814.00	<u>\$6,007.50</u>
Basketball (Girls)	Middle	\$1,476.00	\$1,476.00
Basketball (Girls) Jr. Varsity	High	\$4,248.00	<u>\$4,828.50</u>
Basketball (Girls) Varsity	High	\$5,814.00	<u>\$6,007.50</u>
Bocce (Coed) (Corollary)	High	\$2,070.00	<u>\$2,214.00</u>
Cheerleader—Plan 1/ Fall—Large Varsity Split—Sponsor 1	High	\$2,763.00	

Cheerleader—Plan 1/ Fall—Large Varsity Split—Sponsor 2	High	\$2,763.00	
Cheerleader—Plan 2/ Fall—Varsity	High	\$2,988.00	
Cheerleader—Plan 2/ Fall—Junior Varsity	High	\$2,349.00	
Cheerleader—Plan 2. Winter Varsity	High	\$2,367.00	
Corollary Sports Facilitator	High	\$2,484.00	<u>\$2,553.00</u>
Cross Country (Coed)	High	\$4,338.00	<u>\$5,634.00</u>
Cross Country (Coed) Assistant	High	\$4,068.00	<u>\$5,454.00</u>
Cross Country/Track and Field Meet Facilitator - Countywide (1)	High	\$2,484.00	\$2,484.00
Cross Country (Coed)	Middle	\$1,242.00	\$1,242.00
Diving Coach - Countywide (2)	High	\$3,708.00	\$3,708.00
Field Hockey Jr. Varsity (Girls)	High	\$3,096.00	<u>\$3,744.00</u>
Field Hockey Varsity (Girls)	High	\$4,374.00	<u>\$4,923.00</u>
Football Ticket Manager - 1 each high school	High	\$1,206.00	\$1,206.00
Football - Four Assistants	High	\$6,192.00	<u>\$7,146.00</u>
Football - Head Coach	High	\$7,182.00	<u>\$8,262.00</u>
Gen. Athletic Event Ticket Manager	High	\$2,952.00	\$2,952.00
Golf (Coed)	High	\$2,358.00	<u>\$3,636.00</u>
Gymnastics Club (Girls)	High	\$2,358.00	<u>\$2,623.50</u>
Indoor Track (Coed)	High	\$4,194.00	<u>\$5,976.00</u>
Indoor Track (Coed) Assistant	High	\$3,888.00	<u>\$5,886.00</u>
Intramural Coordinator	Middle	\$1,080.00	\$1,080.00
Intermural Director	Middle	\$1,116.00	\$1,116.00
Intramural Director (Coed)	High	\$684.00	\$684.00
Lacrosse Varsity (Boys)	High	\$3,924.00	<u>\$4,612.50</u>
Lacrosse Varsity (Girls)	High	\$3,924.00	<u>\$4,612.50</u>
Lacrosse (Boys) Jr. Varsity	High	\$3,060.00	<u>\$3,451.50</u>
Lacrosse (Girls) Jr. Varsity	High	\$3,060.00	<u>\$3,451.50</u>
League Coordinator (five for the County)	High	\$648.00	\$648.00
Night Game Manager	High	\$1,962.00	
Pole Vault Coach - Countywide (2)	High	\$3,060.00	\$3,060.00
Pompons	High	\$4,410.00	\$4,410.50
Soccer (Boys)	Middle	\$1,458.00	\$1,458.50
Soccer (Boys) Jr. Varsity	High	\$3,420.00	<u>\$3,744.00</u>
Soccer (Boys) Varsity	High	\$4,500.00	<u>\$4,923.00</u>
Soccer (Girls)	Middle	\$1,458.00	\$1,458.00
Soccer (Girls) Jr. Varsity	High	\$3,420.00	<u>\$3,744.00</u>

Soccer (Girls) Varsity	High	\$4,500.00	<u>\$4,923.00</u>
Softball (Boys)	Middle	\$1,386.00	\$1,386.00
Softball (Girls)	Middle	\$1,386.00	\$1,386.00
Softball (Girls) Jr. Varsity	High	\$3,546.00	<u>\$3,726.00</u>
Softball (Girls) Varsity	High	\$5,364.00	<u>\$5,926.50</u>
Softball (Coed) Corollary	High	\$2,070.00	<u>\$2,214.00</u>
Swimming & Diving	High	\$3,870.00	<u>\$4,374.00</u>
Team Handball (Coed) Corollary	High		
Tennis (Boys)	High	\$3,906.00	<u>\$4,090.50</u>
Tennis (Girls)	High	\$3,906.00	<u>\$4,090.50</u>
Ticket Manager: Countywide Athletic Events	High	\$3,600.00	\$3,600.00
Track Assistant (Coed) (Up to 3 per school)	High	\$4,428.00	<u>\$5,958.00</u>
Track Head Coach (Coed)	High	\$4,806.00	<u>\$6,138.00</u>
Volleyball (Boys) Varsity	High	\$4,158.00	<u>\$4,594.50</u>
Volleyball (Coed) Varsity	High	\$4,158.00	<u>\$4,594.50</u>
Volleyball (Girls) Jr. Varsity	High	\$3,078.00	<u>\$3,915.00</u>
Volleyball (Girls) Varsity	High	\$4,230.00	<u>\$5,107.50</u>
Weight Training Director (Coed)	High	\$1,620.00	\$1,620.00
Wrestling Jr. Varsity	High	\$4,752.00	<u>\$5,332.50</u>
Wrestling Varsity	High	\$6,210.00	<u>\$7,447.50</u>

<u>Proposed ECA Stipend</u>	<u>School Level</u>	<u>Effective July 1, 2025</u>
<u>Pickleball (Coed)(Corollary)</u>	<u>High</u>	<u>\$2,214.00</u>
<u>Flag Football (Girls)</u>	<u>High</u>	<u>\$3,339.00</u>
<u>Cheerleading - Fall - Varsity</u>	<u>High</u>	<u>\$5,454.00</u>
<u>Cheerleading - Fall - Jr. Varsity</u>	<u>High</u>	<u>\$4,342.00</u>
<u>Cheerleading - Winter - Varsity</u>	<u>High</u>	<u>\$4,549.00</u>
<u>Game Manager (2 per school)</u>	<u>High</u>	<u>\$2,439.00</u>

F. Summer School, Special Education and Other Summer Instructional Activities

(No additional changes in this Article until Item K.)

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

7. ~~For School Years 2023-2024 and 2024-2025, MCPS will allocate \$130,256 each year for this purpose.~~ The usage data and effectiveness will be analyzed and discussed during the contract reopener.

L. Classroom Moves Between Worksites (No change)

Article 23: Insurance

B. Medical Plans

MCPS will implement managed healthcare plans, which combine 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 care. The Benefit Plan shall include the following options:

1. There will be one (1) Point-of-Service (POS) plan.
2. There will be two (2) Health Maintenance Organization (HMO) Plans.
3. The Board agrees to pay the dominant share of premiums in accordance with the schedule and provisions below:

		<u>2026</u>	<u>2027</u>
HMO Plans	<u>88/12</u>	<u>87 / 13</u>	<u>86/14</u>
POS Plan	<u>83/17</u>	<u>82 / 18</u>	<u>81/19</u>
Dental, Vision, Rx, & Life	<u>83/17</u>	<u>82 / 18</u>	<u>81/19</u>

(1) Additionally, to make available the ability to maintain limited medical management with the healthcare plan, MCPS shall offer one (1) Point-of-Service (POS) plan and one (1) HMO plan with a "Basic Low" level of managed care. This POS plan will have \$200/\$400 deductible in network, and \$500/\$1,000 out of network. The premium cost-share will be in accordance with the schedule and provisions below:

	Deductible Individual/Family	2026	2027
Basic Low Medical Management HMO Plan (Does not include Kaiser)		80 / 20	79 / 21
Basic Low Medical Management POS Plan	\$200/\$400 (in network) \$500/\$1000 (out of network)	75 / 25	74 / 26

G. Supplemental Plans

3. **Vision Plan** The vision plan benefits will be as follows ('NVA Wholesale 1" option):

The system vision plan shall be modified to provide existing benefits on a 12-month cycle instead of an 18-month cycle.

(Note: This language will not appear in the contract but reflects agreement between the parties to be effective January 1, 2026.)

N. Joint Employee Benefits Committee

1. The joint SEIU-MCAAP/MCBOA-MCEA-MCPS committee, for the purpose of reviewing periodically the employee benefit plan, shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three members of the committee.
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, including but not limited to the services of a Health and Welfare

- Consultant/Employee Benefits Consulting Firm (Consulting Firm).
4. The committee will have pre-decisional involvement in the selection of such Consulting Firm, subject to full compliance with all confidentiality requirements in the process.

(No changes proposed in the remaining language except for renumbering.)

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDED AGREEMENT IN THE STATE OF MARYLAND UPON THE DATE INDICATED BELOW:

For Montgomery County Board of Education

Julie Yang
President

Date

For Montgomery County Public Schools

Thomas W. Taylor, Ed.D., M.B.A.
Superintendent of Schools

Date

For Montgomery County Education Association

David Stein
President

Date