

**Agreement between
Montgomery County Association of Administrators and Principals
and Board of Education of Montgomery County, Rockville,
Maryland for July 1, 2023 and June 30, 2025**

The following amendments to the 2020-2023 negotiated Agreement are recommended. Deletions are indicated with a ~~strike out~~ and additions are indicated with underlining.

Article 1 – Collaboration

Section E, Collaboration Between the Leadership of MCAAP, Other MCPS Unions, and MCPS Leadership
In continued collaboration, the JPLC will make recommendations to the designee of the Superintendent to ensure that trainings are more accessible through innovative delivery models (i.e. remote opportunities) and provision of more dates to complete the trainings.

Section F, Joint Collaboration Committee

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

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

To review feedback for the revised principal handbook.

Section G, Collaboration Projects

Subsection 5, Leadership Career Opportunities

~~The parties will monitor and make recommendations to the parties of leadership opportunities available for unit members and to determine other opportunities that should be considered, such as relevant certification programs.~~ In order to ensure a positive, productive and skilled workforce, MCAAP and MCPS agree to jointly develop a career pathways program for current and aspiring certificated and uncertificated administrators. The program components should include, but are not limited to, career counseling, job shadowing, coaching/mentoring opportunities and writing support. The goal of this program is to prepare administrators for a variety of school-based and central office leadership positions. LDAC will also be involved in the design committee.

Section G, subsection 7 Extended Leadership Program,

The Extended Leadership Program (ELP) encourages and recognizes administrators for leadership contributions beyond those inherent in their primary job. Persons, either individually or collectively (e.g. committee or task force), can be nominated for recognition, request workplace resources, and/or receive a monetary award under this program. The ELP can be initiated through self-nomination or by a colleague, a supervisor, a committee participant, a community member, MCPS, MCAAP, or any other person who has knowledge of the nominee's extended leadership contributions. Persons may make a request for workplace resources or nominate themselves for recognition.

Section G, subsection 13, Test Coordinator Responsibilities v-vi

v. MCPS will engage in conversations with outside partners (eg. College Board, IB) to revise how programs are managed from registration to payment to implementation to review how they can support this work.

vi. A workgroup will be established to review the job of School Testing Coordinators, to study the amount of time needed to complete the duties and responsibilities, staffing needs at the school level, accommodations, training, etc. and will make recommendations to address concerns.

Section H, Blueprint for Maryland's Future, new

H. Blueprint for Maryland's Future

General Provisions— The Parties recognize the importance of the Blueprint for Maryland's Future and are committed to its successful implementation. In this regard, the Parties agree to establish a comprehensive and coordinated rollout plan that aligns with the Blueprint requirements and meets the evolving needs of the school administrators, students, and the broader education community.

1. **Rollout Plan**— To ensure the effective alignment of our existing structures and resources with the Blueprint requirements, the Parties agree to:
 - a. Develop a phased rollout plan, with clearly defined stages, specific goals, measurable outcomes, and realistic timelines;
 - b. Prioritize key elements of the Blueprint based on their immediate impact and the current capacity of our school system;
 - c. Regularly review and adjust the rollout plan in response to the feedback from the stakeholders and the emerging needs of our schools.
2. **Workload Management**
Acknowledging that the implementation of the Blueprint may lead to an increase in workloads, the Parties are committed to developing and implementing strategies that will ensure the most important work is prioritized, and that workloads are manageable and fairly distributed among all unit members.
3. **Implementation Team**
To ensure broad-based input and collaboration in the planning and implementation of the Blueprint, the Parties agree to:
 - a. Establish a workgroup/task force/implementation team composed of stakeholders from across the system, including but not limited to school administrators, teachers, support staff, students, and parents;
 - b. Ensure the workgroup/task force/implementation team has clearly defined roles, responsibilities, and decision-making processes;
 - c. Provide the workgroup/task force/implementation team with the necessary resources, training, and support to effectively carry out their responsibilities.
4. **Communication and Updates**
Recognizing the importance of transparency and ongoing communication in the successful implementation of the Blueprint, the Parties agree to:
 - a. Create a Blueprint MCAAP Advisory Group (MAG).
 - b. Develop and implement a comprehensive communication plan that keeps all stakeholders informed about the progress of the Blueprint implementation, including regular updates at ADC.
 - c. Establish feedback mechanisms that enable all stakeholders to contribute their perspectives and suggestions for the improvement of the Blueprint implementation.

Article 6 – Grievance Procedure

Section D, Formal Process, subsection 1. a., Step One

- a. If the claim cannot be resolved using the informal process, the unit member then submits the grievance to their supervisor in writing within ten (10) duty days of the response at the informal step, or no later than thirty (30) duty days after the initiation of the informal process, if there is no response at the informal level. The unit member may be represented by the Association during Step One but it is not required. 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.

Section E, Formal Process, subsection 4 k-n

- 12. All forms related to the grievance process will be reviewed periodically to ensure alignment with the contractual language on the grievance process.
- 13. Consistent training for those who have to be involved in the grievance process with periodic refresher training for unit members and Executive Leadership.
- 14. MCPS will prepare webinars covering grievance-related subject matter to create a pool of resources that unit members can call upon on demand.

<u>Grievance Level</u>	<u>Submission Timeline</u>
<u>Informal or Step One</u>	<u>15 duty days after the cause has occurred or should have been discovered.</u>
<u>Step One</u>	<u>10 duty days within response at the informal step or 30 days after initiation of the informal process if there is no response at the informal level</u>
<u>Step Two</u>	<u>Appeal to Association within 5 duty days of Step One response; Association appeal to supervisor within 5 duty days of grievant appeal.</u>
<u>Step Three</u>	<u>Appeal within 10 duty days of receiving Step Two response.</u>

Article 7 – Association Rights and Privileges

Section F

F. Association officers and/or representatives will be permitted to draw on a bank of days in order to perform Association business. The Board shall contribute 115 days (920 hours) per year to this bank, in addition to days contributed by unit members in accordance with Article 8. The Board and the Association shall agree to appropriate procedures to assure the proper use of these days. MCPS will provide MCAAP with monthly updates on UBL usage.

Section H

H. The donated leave described in Article 8D will be used for MCAAP’s President’s salary and benefits. Additionally, it will be used for Union Business Leave and professional development funds, as collaboratively determined by MCPS and MCAAP.

Article 8 – Association Dues Deductions

Section D

Each member of MCAAP/MCBOA will annually, on or about November 1, contribute one day or eight (8) hours of personal leave (or annual leave if personal leave is exhausted) to the leave bank, available for use by MCAAP/MCBOA, as described in Article 7 of this Agreement. MCPS will provide MCAAP quarterly updates on the leave fund balance.

Article 12 – Productivity and Professional Workforce

Section A, subsection 1, Leadership Development Advisory Committee (LDAC), new g-h

- g. The committee will develop a comprehensive professional learning plan on system initiatives for all unit members.
- h. The committee will co-collaborate in creating a handbook that includes information to enhance onboarding and non-school-based leader experiences.

Section A, subsection 4, Time and Resources for Professional Development new i-ii

i Specific examples that will actively grow the capacity of the unit members' skills throughout the year include, but are not limited to: 1) identifying opportunities for administrators to shadow others in different positions and offices to learn about other positions within the organization, 2) allowing leaders to mentor other leaders who seek professional coaching and mentoring, 3) developing a time-specific internship experience for central services and MCBOA positions as determined through an application process, 4) creating cohorts to engage in similar learning, and 5) allow members to use micro-credential experiences that will allow them to gain skills and knowledge relevant to their roles and responsibilities. Additionally, unit members will be given the professional leave time to participate in these shadowing experiences.

ii MCAAP and MCPS agree there is a need to strengthen the onboarding process for new administrators or administrators who have changed positions. When appointed into a new role, there will be job-specific onboarding provided to central services and MCBOA members and they will benefit from a mentoring program. MCPS will provide the human and financial resources to implement a comprehensive onboarding program.

Section A, subsection 7, University Partnerships

7. University Partnerships

MCPS agrees to align college and university partnerships with educational institutions that offer doctoral and master's degrees, program certificates, and technical programs. Partnerships with institutions that have programs that address needs for school-based, central office, and operations administrators will be pursued and developed.

Section E, Summer Calendar and Required Summer Training

E. Summer Calendar and Required Summer Training

1. On before March 1st each year MCPS will publish the identified required school-based and non-school based summer meetings, trainings, and other major administrative, operational, and instructional programming.
2. MCPS will collaborate with MCAAP in the development of the comprehensive summer calendar. Once a draft calendar is developed, the joint workgroup will present the draft calendar to at least the elementary school PLC and one MAG for feedback. The final version of the calendar will be shared at ADC before being published.
3. MCPS shall not add required training after the calendar is approved and published, except as may be necessary due to changes to federal, state, local, or system requirements and after consultation with MCAAP.

Section F, Comprehensive Calendar

F. Comprehensive Calendar

1. MCPS commits to publishing a comprehensive calendar of standing meetings, training, and events to be published by July 1st of each year.
2. To minimize scheduling conflicts and to enhance work-life balance, the parties commit to consulting with the MCPS Comprehensive Calendar before scheduling system wide, school-based, and non-school based training, meetings, or other events.

Section G, Workload Distribution and Workforce Coverage Support

G. Workload Distribution and Workforce Coverage Support—MCPS and MCAAP recognize that administrators have high demands on their time and skills, and the importance of maintaining the well-being, workload, and life balance for administrators while promoting efficiency at work. As such, the parties agree

to establish a workgroup to examine current staffing models, including but not limited to options for school-based decisions on staffing allocations, with focus on equitable needs and workload and life balance, with dedicated subgroups for elementary, central services, and transportation.

1. When a vacancy exists because an administrator leaves an office or school and that position is unfilled, the remaining administrator(s) and leadership will collaborate to distribute the work of that vacant position.
2. The parties will create a process to support the remaining administrator(s) required to assume additional responsibilities as a result of the vacancy. The process will allow for requisite support to be given to the existing administrator(s) and that requisite support may include additional temporary staff or compensation.
3. When there is a change in leadership in a school or office and whenever possible, there will be transitional support provided for the incoming leader. This support may include (but is not limited to) the departing leader being available to onboard the incoming leader, hiring temporary staff to assist with the transition, or receiving support from a supervisor and/or colleague.
4. To support high school administrators who have high volume times of the year for event coverage, MCPS and MCAAP will collaboratively develop a process to request additional support for individual events.

Section H, Workload Distribution and Workforce Coverage Support

H. Title I Schools— With guidance from the Maryland State Department of Education (MSDE), Title I schools are identified yearly by MCPS based upon high numbers or high percentages of children from low-income families to help ensure that all children meet state and local academic standards. The parties recognize the importance of having dedicated, highly-qualified administrators that can lead a Title I school with a focus on academic benchmarks and family engagement goals.

1. Recruitment and Retention of Administrators

- a. The hiring process for Title I School principalships will be differentiated to attract qualified candidates with the skills and experience necessary to lead a Title I school. MCAAP will collaborate with the Office of Human Resources and Development and the MCPS Appointments Committee to identify innovative ways to recruit and retain Title I principals using a streamlined hiring process.
- b. Regularly scheduled information sessions will be held to provide detailed insights into the requirements for leading a Title I school, including federal requirements. These sessions will be made available to all prospective administrators, including current administrators seeking to transition into Title I school leadership.
- c. A pool of administrators who have expressed interest in positions at Title I schools will be established. This pool will be utilized to help fill vacancies and new positions at Title I schools, while not restricting the consideration of other qualified candidates outside of the pool. Transfer procedures in other employee organization contracts will be honored.
- d. Administrators who have expressed interest in becoming a Title I school administrator will be provided with comprehensive pre-transfer information and training. This will include, but not be limited to, training on Title I compliance, budgeting, parent and community engagement, and curriculum development. MCAAP and MCPS shall jointly develop and implement this pre-transfer training program.

2. Professional Development

- a. Each experienced principal, newly appointed to a Title I school, shall be assigned an experienced coach or mentor for the first one to two years. This mentorship will be non-evaluative and aimed at providing support, guidance, and shared knowledge to help the new principal succeed.
- b. A structured and intentional professional development program will be established specifically for Title I administrators. This program will include research-based, targeted training, addressing the unique challenges and opportunities of leading Title I schools.

- c. An option will be considered for a different onboarding experience for new principals that may start earlier than the conventional July 1st start date. This early start option will provide additional time for orientation, planning, and acclimatization, aiming to facilitate a smoother transition into the role.
- 3. **Staffing**
 - a. A workgroup will be established to further examine the Title I staffing model and structure, with a specific focus on the elementary staffing model and structure. This workgroup will be a continuation of the staffing model workgroup previously agreed upon by MCAAP and MCPS.
 - b. To the extent possible, given budget and vacancy considerations, Title I schools with newly-appointed principals and principals with new Title I designation will be held harmless for administrative and involuntary placements.
- 4. **Innovation in Title I Schools**
 - a. A pilot program for Student-Based Budgeting may be initiated in selected Title I schools. This budgeting approach aims to allocate resources equitably and responsively based on individual student needs. MCAAP and MCPS will collaborate closely during the implementation and evaluation of this pilot program, with both parties committed to ensuring transparency, equity, and the best interests of students and staff.
 - b. **Autonomy in Curriculum Exploration.** Principals at Title I schools shall be allowed the autonomy to explore and propose the implementation of research-based curriculum not already a part of the existing system curriculum. Proposals for curriculum will be reviewed by the Office of Curriculum and Instruction and will take into consideration the curriculum's impact on student achievement, alignment with existing MCPS curriculum, federal and state requirements, and feasibility within budget and resources.

Article 14 – Salaries and Compensation

Section A, Step Increases

- 1. ~~Year 1 (FY21FY24) Step equivalency advances during the 2020-21 Year under Section A below will be determined in accordance with the separate Memorandum of Understanding providing for an operating budget review and certain specified commitments contingent on the review dated September 30, 2020. There will be no step advancement for members of the bargaining unit. FY 2024 --~~ For fiscal year 2024, there will be no step advancement for members of the bargaining unit.
- 2. ~~Year 2 (FY 22FY25) Salary schedules in effect on or after July 1, 2021, are subject to reopening of negotiations in accordance with Article 5, Negotiations Procedure, by either MCAAP/MCBOA or MCPS. Further, either side may reopen two (2) additional items of their choosing with the result of said negotiations to go into effect July 1, 2021. FY 2025-~~ For fiscal year 2025, step 10 on grades O, P, and Q of the MCAAP salary schedule will be increased to 2.98% over step 9. In addition, the MCAAP and MCBOA salary schedules will have two steps added. The new steps will have an increment value of 2.25% over the previous step. There will be no additional adjustment to the salary schedule amounts for FY25. All eligible unit members will receive a step.
- 3. ~~Salary schedules in effect on and after July 1, 2022, are subject to reopening of negotiations in accordance with Article 5, Negotiations Procedure, by either MCAAP/MCBOA or MCPS. Further, either side may reopen two (2) additional items of their choosing with the results of such negotiations to go into effect July 1, 2022.~~
- 4. ~~Effective December 17, 2022 (or the first day of the pay period in which December 17, 2022 falls), July 1, 2024, eligible bargaining unit members shall receive a step increase.~~
- 5. ~~There shall be a work group to study salary scale redesign to determine if an adjustment to the salary schedule is necessary. If the work group determines an adjustment is needed, it shall make one or more recommendations with respect to how the salary schedule should be redesigned. The resulting recommendation(s) shall be presented during bilateral negotiations over the next negotiated Agreement during the fall of 2022. The resulting recommendation(s) are not binding upon either party. There shall be a work group to study the MCAAP and MCBOA salary schedule redesign. This work group will function within the duration of this agreement and make recommendations in time for negotiating a successor to this agreement, fiscal year 2026.~~

Section B, Salary Schedules and Pay Adjustments

1. **Effective July 1, 2020-2023**, the salary schedules shall be detailed as below. Salary scales will be subject to ~~change pending the operating funding of the operating budget. budget review (Article 14 A.1).~~ The most recent salary scales are published online on ERSC's web page. Effective July 1, 2023, the MCAAP and MCBOA salary schedules shall be increased by 7.0%.
2. **Off-Schedule Salary Adjustments** Bargaining unit employees who are off schedule for FY24, due to the FY 2013 and FY 2014 increases, are accordingly compensated at pay rates that are not shown on the ~~above salary schedules~~. These salaries are subject to ~~change pending funding of the operating budget review (Article 14 A.1).~~
3. **11-Month Salary**—Unit members employed on an 11-month basis as assistant school administrators are paid on salary lane N-11, which is 92.67 percent of the salary on Grade N of the salary schedule.
4. ~~The MCAAP and MCBOA salary schedules shall be increased by 3.35% effective on December 17, 2022 (or the first day of the pay period in which December 17, 2022 falls).~~

**Salary Scales will be updated and included **

Section C, Supplements, subsection 3, a,

- a. **AP/ASA/Coordinator Supplement.** Each comprehensive high school assistant principal, assistant school administrator, and administrative coordinator will receive an annual salary supplement of ~~\$2,500~~ \$3,000 for the additional duties and responsibilities assigned to only high school assistant principals, assistant school administrators, and administrative coordinators.

Section C, Supplements, subsection 6

6. Large School Supplement—Each principal and school business administrator assigned to an identified “outlier” school (very large) will receive an annual salary supplement of \$1,000. Schools eligible for this supplement will be determined each year based on enrollment. The Joint Collaboration Committee will review this process, including the criteria and appropriate enrollment date, prior to each new fiscal year.

Section D, Stipends, subsection 3-7

3. **Peer and Assistance Review (PAR) Panels**—Each unit member participating on the Teacher PAR Panel and the Supporting Services PAR Panel will receive an annual stipend of ~~\$1,000~~ \$1,500.
4. **Central Service Building Administrator Stipend**—Each central service administrator who is designated as building administrator at an identified location will be provided a ~~\$1,000~~ \$1,500 stipend. Those buildings that are eligible for this stipend will be reviewed annually by the Joint Collaboration Committee. Consideration may be given to the annual rotation of this responsibility.
5. **Principal Developer** – Each unit member serving as a principal developer will receive an annual stipend of \$2,500 for fulfilling that responsibility.
6. **Large Bus Depot Manager** – Bus Depot Managers serving a “Large Bus Depot,” defined as a depot out of which more than 200 routes originate, will receive an annual stipend of \$1,000.
7. **Small School Support Compensation**- a “small high school” defined as a school with 3 or fewer assistant principals and/or assistant school administrators. Each of three small high schools will be granted \$6,000 to be used by the school principal to provide support for evening hours activities. How the funds may be used will be decided upon by the parties after a collaborative conversation between the principals of the three eligible schools. The funds may not be used to provide additional compensation to administrators at the small high schools.

Article 15 Work Schedules and Workdays

Section D, Non-Instructional Days, Summer, Winter, and Spring Breaks

D. **Non-Instructional Days, Summer, Winter, and Spring and Winter Breaks**

Opportunities to work remotely is an effective way to recruit and retain excellent employees, honor professionalism, increase flexibility, improve employee productivity, reduce the amount of time employees spend commuting to and from work, ease traffic congestion, reduce the environmental impact of car emissions, conserve office space and promote a healthy balance between home and work.

On non-instructional days ~~During~~ summer, winter or spring breaks ~~or summer~~ MCAAP/MCBOA unit members may ~~choose~~ request to work remotely for all or a portion of the hours subject to the following conditions:

1. Employees must identify, in advance, sufficient and appropriate work that can be performed off-site together with the technology or other resources to properly perform the work and be available to be contacted.
2. The supervisor will give favorable consideration to this request, with the understanding that the supervisor may deny approval based on documented evidence of misuse of such opportunities by the unit member or the operational needs of the school or office.
3. Employees requesting to work remotely are expected to perform the identified functions during the scheduled work time.
4. Employees wanting to be off from otherwise scheduled work for any of the time in question must take accrued leave.

Article 17 Employee Benefits

Section J, Retirement/Pension Plans

1. MCPS commits to provide retirement information sessions that are specific to MCAAP/MCBOA retirement details.
2. MCPS will provide clear and current communications to unit members regarding the retirement process, including assuring that the 'Understanding Your Retirement' ERSC publication remains current.
3. The Board agrees that any modifications in the retirement and pension plan benefits will be announced 90 days in advance of the effective date of the implementation of such changes. It agrees further that the Association will be consulted about the proposed changes and will be given an opportunity to provide its views and suggestions. Unit members planning to retire should contact the ERSC as early as possible.

Article 18 Employee Claims

A unit member may be reimbursed for repair or replacement of clothing or other personal property damaged or destroyed in the performance of their duties, taking into consideration depreciation. Personal property possession must have been reasonable or proper under the circumstances and the damage or destruction must not have been caused in whole or in part by the negligent or wrongful act of the employee. Any damage or destruction will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions. Damage to a unit member's motor vehicle will be reimbursed for out-of-pocket expenses, not to exceed ~~\$200~~ \$500, provided that the unit member can produce the proof that their motor vehicle was damaged ~~as a result of their enforcement of school regulations~~ while on duty. All claims must be submitted to the Small Claims Review Board for its decision. The maximum reimbursement under this Article shall not exceed ~~\$900~~ \$1,500 for claims that are approved by the superintendent or designee.

Article 19 Vacancies and Transfers

Subtitle I - Vacancies

Section C

C. Administrative vacancies will be advertised on the current electronic system for a minimum of five (5) full workdays. Unit members will have four (4) workdays in which to apply. To expedite the filling of vacancies under unusual circumstances, MCPS may consult with the president/designee of MCAAP to determine if a waiver of the five-day advertising requirement is necessary and appropriate. ~~Vacancies shall be posted for a minimum of two days. Unit members will have four (4) workdays in which to apply.~~ Upon agreement, vacancies shall be posted for a minimum of two full workdays. Unit members who have submitted a request for a transfer to the position that is advertised will be included as applicants. Unit members who have not submitted a request for transfer must submit their application or résumé in writing via MCPS Careers to the Office of Human Resources and Development (OHRD) within the expressed time limits in order to be considered for specific advertised vacancies. Every effort will be made to contact unit members as to the status of their candidacy prior to the interviews.

Section D

D. Unit members may be asked to interview for positions for which they did not apply. In such cases, the unit member may accept or decline the opportunity without prejudice.

1. A timeline for the hiring process will be shared with MCAAP and the community (as appropriate) for each administrative vacancy. The timeline shall include the dates that the vacancy is advertised, estimated dates of interviews, and dates for hiring / board approval. Periodic updates will be shared with MCAAP and the community (as appropriate) on the status for filling the vacancy once the position is posted.
2. OHRD will communicate regularly with MCAAP during the peak hiring season about the status of vacancies.

Section H

H. A transition process between a retiring and incoming administrator will be created.

Subtitle II - Transfers

Section C

C. When a member is involuntarily transferred, OHRD will provide the member with written communication that provides information related to the involuntary transfer process and timeline.

Section J

J. Reorganization - When a reorganization of a department or office is required the following will occur:

1. An OHRD Representative and the immediate supervisor will meet with unit members to provide them with information regarding the process and contractual language that applies to position or office reorganization, abolishment and reconstitution. The information will also be provided to the member in written form.

2. OHRD will provide coaching to unit members on best practices related to writing a cover letter that addresses when a member has been affected by a reorganization or abolishment of position.

3. In the event of an office or department reorganization, a team that includes a MCAAP member, a representative from OHRD, and a representative from the impacted office/hiring manager will use objective criteria to evaluate and determine if there are significant changes to a job description that would merit the employee to reapply.

4. When a member reapplies for a position they currently hold due to a reorganization, the members current performance in that position will be considered.

5. A member with a minimum of an effective rating on their most recent evaluation can request a letter from OHRD that explains a reorganization resulted in a position change.

Article 20 - Leaves

Section B, subsection 6, Disposition of accumulated sick leave at termination of service or death

a. For FY 2024, at the time of their termination after five (5) years of MCPS service, any unit member who has performed their duties satisfactorily shall receive termination pay at their current salary rate for 25% of their accumulated sick leave. After a unit member has completed twenty-five (25) years of MCPS service, the termination pay described in this paragraph shall be for 35 percent of the unit member's accumulated sick leave if notice is given to ERSC before March 1st for separation effective July 1 of that year, or 30 percent if separation is effective October 1 of that year. After a unit member has completed thirty (30) years of MCPS service, the termination pay described in this paragraph shall be for 30 percent of the unit member's accumulated sick leave provided at least 30 days advance notice is given to ERSC. In the event of an employee's death, such amount shall be paid to the employee's estate.

b. For FY 2025, at the time of their termination after five (5) years of MCPS Service, any unit member who has performed their duties satisfactorily shall receive termination pay at their current salary rate for 25% of their accumulated sick leave. After a unit member has completed twenty (20) years of satisfactory MCPS service, the termination pay described in this paragraph shall be for 35 percent of the unit member's accumulated sick leave if notice is given to ERSC before March 1st for separation effective July 1 of that year, or 30 percent if separation is effective October 1 of that year. Unit members who have completed a minimum of 30 years of satisfactory MCPS service and give at least 30 days advance notice to ERSC, shall receive termination pay at their current salary rate for 30% of their accumulated sick leave. In the event of an employee's death, such amount shall be paid to the employee's estate.

c. For FY 2026 and beyond, at the time of their termination after five (5) years of MCPS service, any unit member who has performed their duties satisfactorily shall receive termination pay at their current salary rate for 25% of their accumulated sick leave. If a unit member has completed fifteen (15) years of satisfactory MCPS service the termination pay described in this paragraph shall be for 35 percent of the

unit member's accumulated sick leave if notice is given to ERSC before March 1st for separation effective July 1 of that year, or 30 percent if separation is effective October 1 of that year. Unit members who have completed a minimum of 30 years of satisfactory MCPS service and give at least 30 days advance notice to ERSC, shall receive termination pay at their current salary rate for 30% of their accumulated sick leave. In the event of an employee's death, such amount shall be paid to the employee's estate.

Article 21 - Protection of Unit Members

Section E

E. If a unit member is being grieved, the member will be informed of the purpose of the grievance. MCPS will offer a pre-grievance meeting for the unit members that includes representation from MCPS and the Association to provide information regarding the nature of the grievance and the process.

Article 23 - Recrediting of Former Service Credits

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

The individual previously was employed for a minimum of five years.

The individual is reemployed within a ~~three~~ five-year period.

Article 24 - Discipline and Discharge

Section A

A. Unit members on administrative leave will be placed on unusual and imperative leave with full pay when under investigation by the administration or outside agencies. Unit members will be informed of the reason(s) at the time the leave begins purpose of the investigation to the extent possible, timelines of the investigation, and the possibility of temporary reassignment. The Office of Human Resources and Development will update the employee on the status of the investigation on a regular basis.

Appendix B - MCPS-MCAAP Work-Life Expectations

Communication Expectations

Section 2.0, subsection 2.4

2.4. When planning meetings, training, or other events at which a unit member's attendance will be expected, the MCPS Comprehensive Calendar will be a starting point for scheduling. Additionally, individual calendars, already scheduled project deadlines, and workload should be considered.

Article 27 - Duration

Agreement between Montgomery County Association of Administrative
and Principals (MCAAP/MCBOA) and the
Board of Education of Montgomery County
For ~~September~~ July 1, 2020 2023 through June 30, ~~2023~~ 2025

A. This Agreement shall be for a ~~three~~ two-year period, beginning ~~September~~ July 1, 2020 2023, and ending June 30, ~~2023~~ 2025.

B. ~~The~~ During the first year of this agreement, the parties agree to limited negotiations related to Article 14, Salaries and Compensation, during FY 2021 and FY 2022 of this Agreement two (2) non-wage/benefits items each of their choosing.

C. **Reopening of Negotiations.** In the event that during the life of this Agreement SEIU Local 500 or MCEA compensation structures are adjusted in a proportion greater than provided to members of MCAAP/MCBOA in the above modification of Article 14.B of this Agreement, MCAAP/MCBOA may reopen negotiations regarding the adjustment of amounts in Article 14.B.