


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

January 21, 2021

MEMORANDUM

To: Members of the Board of Education

From: Jack R. Smith, Superintendent of Schools 

Subject: Language for Draft Policy ACA, Nondiscrimination, Equity, and Cultural Proficiency (PMC-12-10-20-02)

**Question**

During the *Discussion of draft Policy ACA, Nondiscrimination, Equity, and Cultural Proficiency*, Mrs. O'Neill requested that staff research the legality of adding the word "placement" to the policy on page 17 at lines 766-767 as suggested by Mrs. Smondrowski. Would the addition of that language impact federal or state laws given that the language came straight from COMAR?

**Response**

The addition of the word "placement" would not violate federal or state employment laws. However, the addition of the word "placement" has the potential to conflict with the negotiated agreements between the Board of Education and the Montgomery County Education Association (MCEA); the Service Employees International Union Local 500 (SEIU Local 500); and the Montgomery County Association of Administrators and Principals (MCAAP). The Draft Policy ACA, *Nondiscrimination, Equity, and Cultural Proficiency*, is attached (Attachment A).

The provisions regarding "transfer" of staff, as set forth in the MCEA 2018–2020 Negotiated Agreement Article 17, *Staffing*; Article 24, *Voluntary Transfer*; Article 25, *Involuntary Transfer*; and Article 26, *Transfers from Schools that are Closing* (Attachment B) set forth transfer criteria that include consideration of length of service, area of competence and experience, and major or minor field of study, which are identified as "significant factors."

The provisions regarding "transfer" of staff, as set forth in the SEIU Local 500 2018–2020 Negotiated Agreement Article 21, *Hours Reduction and Involuntary Transfers* (Attachment C), set forth transfer criteria in the case when a reduction in staffing allocation to a school or office occurs. These transfer criteria give "primary consideration to preserving employee work hours, based on seniority, unless such consideration would adversely impact the needs of the student and/or the employer operations in the principal or administrator's reasonable judgment."

The provisions regarding “placement” or “transfer” of staff, as set forth in the MCAAP 2018–2020 Negotiated Agreement Article 19, *Vacancies and Transfers* (Attachment D) include four distinct permutations of the terms “placement” and “transfer” that include “involuntary transfer,” “voluntary transfer,” “administrative placement,” and “reclassification.” Provisions set forth in Article 19 address when advertisement of the position may be expedited, as in the case of an administrative placement, and criteria for filling vacancies that include quality of job performance, length of service in MCPS and/or the position, areas of competence, certification, and major and/or minor fields of study.

A substantial portion of the amendments proposed to draft Policy ACA, *Nondiscrimination, Equity, and Cultural Proficiency*, under review by the Board Policy Management Committee, responds to requirements set forth in revised Code of Maryland Regulations (COMAR) 13A.01.06, *Educational Equity* (Attachment E). The term “equity lens” is defined in COMAR 13A.01.06.03.B(4) to mean “that for any program, practice, decision, or action, the impact on all students is addressed, with strategic focus on marginalized student groups.” COMAR 13A.01.06.04.C further requires “that an equity lens be used in all staff recruiting, hiring, retention, and promotion processes” and “that an equity lens be used in reviews of staff, curriculum, pedagogy, professional learning, instructional materials, and assessment design.” These passages of COMAR are quoted directly in Policy ACA, *Nondiscrimination, Equity, and Cultural Proficiency*, in sections A, B.6, and E.10.f.

Further, existing language in the MCEA Negotiated Agreement addresses the intent of “equity lens,” as required by COMAR 13A.01.06, as follows:

*MCEA Negotiated Agreement Article 25, Involuntary Transfer: In addition, because the parties believe that there are educational benefits for all students to be taught by a diverse staff, MCPS will consider diversity in the transfer process. Diversity is defined broadly to include gender, race, and ethnicity. In the event that other significant factors are equal, a unit member’s length of MCPS service will prevail, except for the SYSTEMWIDE effort to promote increased diversity in the workforce (p. 56).*

If you have questions, please contact Mrs. Stephanie P. Williams, acting general counsel, Office of the General Counsel, via e-mail.

JRS:SPW:smd

Attachments

Copy to:

Dr. McKnight	Mr. Marella
Ms. Stratman	Ms. McGuire
Mr. Turner	Dr. Nixon
Dr. Wilson	Ms. Webb
Mrs. Williams	

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Related Entries: ACD, ACF, ACH, ACH-RA, ACG, BMA, GAA, GBA-  
RA, GBH, GEG-RA, JHF, JHF-RA

Responsible Offices: Chief **of Teaching, Learning, and  
Schools**~~Academic Officer;~~  
~~Chief Operating Officer~~  
~~Chief of School Support~~**Engagement,  
Innovation, and Operations**  
~~Improvement~~

Nondiscrimination, Equity, and Cultural Proficiency

A. PURPOSE

To affirm the Montgomery County Board of Education's desire to create an educational community guided by its five core values—Learning, Relationships, Respect, Excellence, and Equity

**To affirm — that the Board's is deeply committed to providing every student equitable access to the educational rigor, resources, and supports that are designed to maximize the student's academic success and social/emotional well-being, and** ~~ensuring that all students are supported to succeed and all staff are empowered to do their best work.~~

31

To assert the Board's belief that each and every student matters, **each student's individual characteristics are valuable**, and in particular, that educational outcomes should never be predictable by any individual's actual or perceived personal characteristics, and that equity demands intensive focus and attention to eliminate all gaps in student achievement.

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To establish and promote a framework that prepares all students to live and work in a globally-minded society;<sup>7</sup> and fosters a positive learning environment that embraces all unique and individual differences;<sup>7</sup> **and, uses an equity lens to consider the impact of any program, practice, decision, or action on all student groups with a strategic focus on marginalized student groups.**

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COMAR  
13A.01.06.03.B(4)

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To affirm the Board's unwavering commitment that all staff will be culturally proficient, and demonstrate mutual respect without regard to any individual's actual or perceived personal characteristics.

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55 B. ISSUE

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Discrimination in any form will not be tolerated. It impedes Montgomery County Public Schools' (MCPS) ability to discharge its responsibilities to all students and staff, and achieve our community's long-standing efforts to create, foster, and promote equity, inclusion, and acceptance for all.



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63 The Board recognizes that equity goes beyond meeting the  
64 letter of the law. Equity also requires proactive steps to  
65 identify and redress implicit biases and structural and  
66 institutional barriers that too often have resulted in  
67 identifiable groups of students and staff being unjustifiably  
68 or disproportionately excluded from or underrepresented in  
69 key educational program areas and sectors of the workforce,  
70 as well as over-identified in student discipline actions.  
71 Continued vigilance is necessary to end identified inequities  
72 that students and staff experience because of their actual or  
73 perceived personal characteristics.

74

75 For the purposes of this policy, the following definitions  
76 are used:

77

78 1. ***Anti-racist* means opposed to racism**

79

80 2. **Antiracism is a process that requires that all members  
81 of the MCPS community actively identify, interrupt and  
82 dismantle racist beliefs, interactions, practices, and  
83 policies so that we expand and unleash every students'  
84 potential academically and socially-emotionally.**

85

86 ~~4.~~ 3. *Cultural proficiency* is the ongoing process of becoming  
87 knowledgeable of one's own culture, as well as the  
88 cultures of others in order to foster an appreciation,  
89 understanding, and respect for varying cultural  
90 expressions that exist in the actions and interactions  
91 of an organization; and, to strengthen and enrich the

92 organization and the community at large with the  
93 presence and contributions of many cultures.

94

95 ~~5~~.4. *Discrimination* includes actions that are motivated by an  
96 invidious intent to target individuals based on their  
97 actual or perceived personal characteristics, as well as  
98 acts of hate, violence, insensitivity, disrespect, or  
99 retaliation—such as verbal abuse, harassment, bullying,  
100 slurs, threats, physical violence, vandalism, or  
101 destruction of property—that impede or affect the  
102 learning or work environment. Discrimination also  
103 includes conduct or practices that may be facially  
104 neutral but that have an unjustified disparate impact  
105 based on individuals' actual or perceived personal  
106 characteristics. Discrimination encompasses racism,  
107 sexism, and other forms of institutional prejudice in  
108 all their manifestations.

109

110 ~~6~~.5. *Equity* is the commitment to ensure that every student  
111 and staff member, without regard to their actual or  
112 perceived personal characteristics, is given the  
113 individual challenges, support, and opportunities to  
114 exceed a rigorous common standard in order to be prepared  
115 for academic and career success.

116

COMAR  
13A.01.06.03.B(4)

6. ***Equity lens* means that for any program, practice,  
decision, or action, the impact on all students is  
addressed, with strategic focus on marginalized student  
groups.**

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120

121

122 7. *Implicit bias* refers to the attitudes or stereotypes  
 123 that affect our understanding, actions, and decisions.  
 124 These biases, which encompass both favorable and  
 125 unfavorable assessments, may be activated involuntarily  
 126 and without an individual's awareness or intentional  
 127 control.

128 8. *Personal Characteristics* include race, ethnicity, color,  
 129 ancestry, national origin, **nationality, ethnicity,**  
 religion, immigration status, sex, gender, gender  
 132 identity, gender expression, sexual orientation, family  
 133 **structure**/parental status, marital status, age, **ability**  
**(cognitive, social/emotional, and physical)** ~~or mental~~  
 disability, poverty and socioeconomic status, language,  
 136 or other legally or constitutionally protected  
 137 attributes or affiliations.

138 ~~9.~~  
 139 9. ***Racism means the systemic oppression of a racial group***  
 140 ***to the social, economic, and political advantage of***  
 141 ***another. Racism plays out in multiple levels:***  
 142 ***internalized, interpersonal, institutional, systemic,***  
 143 ***and systematic.***  
 144  
 145

COMAR  
13A.01.06.03.B(5)

COMAR  
13A.01.06.03.B(5)

146 C. POSITION

147

148 1. The Board expects the district to develop and promote a  
149 culture of high expectations for all students and staff  
150 performance **and maintain environments** that will **be**

COMAR  
13A.01.06.04.C(1)

152

**equitable, fair, safe, diverse, and inclusive; and**  
eliminate inequities of opportunities, raise the level  
of achievement for all students, and significantly  
address achievement gaps.

153

154

155

156 ~~1-2.~~ **The Board prohibits the use of language and/or the**  
157 **display of images and symbols which promote hate and can**  
158 **be reasonably expected to cause substantial disruption**  
159 **to school or district operations or activities.**

160

161 ~~2-3.~~ The Board expects all students and staff to conduct  
162 themselves in a manner that demonstrates mutual respect  
163 without regard to an individual's actual or perceived  
164 personal characteristics.

165

166 ~~3-4.~~ The Board prohibits discrimination, by students and  
167 staff, of any kind, directed at persons because of their  
168 actual or perceived personal characteristics.

169

170 ~~4-5.~~ The Board commits to modelling the expectations in this  
171 policy, and expects all Board and MCPS reports,  
172 presentations, and decision making to take into account  
173 the equity implications of this policy.

174

175 ~~5-6.~~ The Board also expects and promotes the following:

176

- 177 a) Collaboration among staff, students,  
178 parents/guardians, and the community:  
179
- 180 (1) Staff are expected to work together and with  
181 students, parents/guardians, and community  
182 members to ensure that each school and work  
183 site is free from discrimination.  
184
- 185 (2) Parents/guardians are encouraged to establish  
186 expectations for their children that are  
187 consistent with the beliefs, intentions, and  
188 obligations set forth in law and as reflected  
189 in this policy, and to collaborate with MCPS  
190 staff to meet these expectations.  
191
- 192 (3) Staff are expected to promote engagement of  
193 all parents/guardians in their children's  
194 education and work to remove barriers that  
195 impede their active participation without  
196 regard to actual or perceived personal  
197 characteristics.  
198
- 199 (4) MCPS shall seek broad participation on task  
200 forces, committees, commissions, and other  
201 advisory bodies which represent diverse  
202 communities, cultures, languages, and  
203 perspectives.  
204
- 205 b) Equality of educational opportunities.  
206

207 (1) The Board is committed to addressing  
 208 disparities in levels of access to factors  
 209 critical to the success of all students,  
 210 including **the following:**

211

212 (a) Resources, including challenging and  
 213 creative courses, programs, and  
 214 extracurricular activities;

215

216 (b) Effective and qualified teachers,  
 217 leaders, and support staff;

218

219 (c) Adequate facilities and equipment;

220

221 (d) Updated technology;

222

223 **(e)** Quality education materials;

224

225

COMAR  
13A.01.06.01.B

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~~(e)~~ **(f) Practices and procedures that provide for  
 educational equity and ensure that there  
 are not obstacles to accessing  
 educational opportunities for any  
 student; and**

228

229

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231

~~(f)~~ **(g)** Sufficient funding.

232

233

This commitment is, and must continue to be,  
 234 evident in how resources are allocated,  
 235 including an intentional strategy of providing  
 236 additional funding to students in greater

237 need, as well as to schools that serve larger  
238 numbers of students in need.

239

240 (2) MCPS will work to identify and address  
241 structural and institutional barriers that  
242 could prevent students from equitably  
243 accessing educational opportunities in all  
244 schools.

245

246 (3) MCPS will expect the equitable administration  
247 of disciplinary consequences as one of the  
248 essential components to equitable access to  
249 educational opportunities in schools.

250

251 (4) ~~MCPS will take proactive steps to help English~~  
252 ~~language learners overcome language and other~~  
253 ~~barriers so they can meaningfully participate~~  
254 ~~in their schools' educational programs.~~ **work**  
255 **toward empowering English Language Learners to**  
256 **master academic English to thrive in school,**  
257 **college, careers, and as global citizens.**

258 MCPS will provide access to rigorous  
259 coursework and equal access to comparable  
260 academic programs both among schools and among  
261 students within the same school without regard  
262 to actual or perceived personal  
263 characteristics.

264

265 (5) MCPS will encourage all students to pursue  
266 their goals and interests, without regard to  
267 historical barriers or stereotypes. Students

268 will be provided wide access to various and  
269 multiple opportunities to enroll in  
270 challenging programs and participate in a wide  
271 variety of school activities, including  
272 athletics, extracurricular and non-academic  
273 programs, to enrich their perspectives and to  
274 prepare for meaningful and fulfilling work in  
275 their chosen careers.

276

277 (6) MCPS will promote and encourage schools,  
278 classrooms, work sites, and school-sponsored  
279 representations (including mascots, logos,  
280 team names, chants, or musical accompaniments)  
281 to be inclusive and bias-free, **antiracist**, and  
282 to provide a welcoming climate for all.

283

284 (7) MCPS will provide a culturally responsive  
285 Prekindergarten to Grade 12 curriculum that  
286 promotes equity, respect, **antiracist**  
287 **thinking**, and civility among our diverse  
288 community, accurately depicts and represents  
289 the distinctive contributions of our global  
290 community, and provides opportunities for  
291 staff and students to model cultural  
292 proficiency in every school and program. The  
293 curriculum shall enable staff to model and  
294 students to develop the following attitudes,  
295 skills, and behaviors:

296

297 (a) Value one's heritage and the heritage of  
298 others;



299

300

(b) Respect, value, and celebrate diversity as an essential component of a healthy and thriving community;

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(c) Value the richness of cultural pluralism and commonality;

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(d) Develop and promote inclusive relationships and work effectively in cross-cultural environments; and

308

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311

(e) Confront and eliminate stereotypes related to individuals' actual or perceived personal characteristics.

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315

(8) Instructional materials used in MCPS schools will reflect the diversity of the global community, the aspirations, issues, and achievements of women, persons with disabilities, ~~and~~ persons from diverse racial, ethnic, and cultural backgrounds, **as well as persons of diverse gender identity, gender expression, or sexual orientation.**

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COMAR 13A.01.06.03.C(5)
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c) ~~Training~~ **Professional learning** and education to achieve districtwide cultural proficiency.

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327

MCPS will encourage effective collaboration among staff, parents/guardians, and community members by offering opportunities to enhance cultural

328

329

330 proficiency, creating districtwide engagement, and  
331 promoting understanding and resolution of  
332 differences and disagreements.

333

334 d) Equality of employment opportunities-

335

336 (1) MCPS shall continue to monitor and promote a  
337 diverse workforce and take appropriate action  
338 to create a district free of implicit bias and  
339 discrimination in all aspects of employment.

340

341 (2) MCPS will take positive steps to eliminate  
342 structural and institutional barriers to  
343 recruiting, hiring, retaining, and promoting  
344 a diverse workforce.

345

346 (3) MCPS will identify staff positions in which  
347 individuals from diverse backgrounds are  
348 underrepresented, and promote a diverse  
349 workforce by actively recruiting and/or  
350 promoting qualified candidates, consistent  
351 with negotiated agreements. For example, MCPS  
352 will continue to recruit staff to positions  
353 that are nontraditional for their gender.

354

355 (4) MCPS will empower staff to promote the Board's  
356 core values and beliefs expressed in this  
357 policy in daily interactions with peers,  
358 students, parents/guardians and members of the  
359 community.

360

## 361 D. DESIRED OUTCOMES

362

363 1. Every school and work site will embody a culture of  
364 respect, grounded in the Board's core values, that  
365 promotes understanding, respect, civility, acceptance,  
366 and positive interaction among all individuals and  
367 groups.

368

369 2. Structural and institutional barriers to educational and  
370 employment opportunities will be eliminated.

371

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COMAR 13A.01.06.04.C(1)
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374

3. MCPS schools and work sites will be **equitable, safe,**  
**diverse, inclusive, and** free of discriminatory acts of  
hate, violence, insensitivity, and disrespect.

375

376 4. Educational outcomes shall not be predictable by actual  
377 or perceived personal characteristics, and gaps in  
378 student achievement will be significantly reduced.

379

380 5. MCPS students and staff will become models in the  
381 community of civility, acceptance, respect, and positive  
382 interactions.

383

384 6. The educational experiences of all students will be  
385 enriched by providing exposure to staff from many  
386 backgrounds reflecting the pluralistic nature of the  
387 community, thereby providing settings for education that  
388 promote understanding of diversity and contribute to the  
389 quality of the exchange of ideas inherent in the  
390 educational setting.

391

## 392 E. IMPLEMENTATION STRATEGIES

393

394 1. The Board will address disparities in levels of access  
 395 to resources critical to the success of students by  
 396 implementing an intentional strategy of providing  
 397 additional funding to students in greater need, as well  
 398 as to schools that serve larger numbers of students in  
 need; **and ensuring equitable access to effective  
 teachers for all students.**

COMAR 13A.01.06.04.C(6)
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402 2. MCPS will engage with staff, students,  
 403 parents/guardians, and the entire community to build and  
 404 sustain a culture emblematic of the ideals of this  
 405 policy.

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407 3. MCPS will identify **a process for analyzing data to  
 develop goals, objectives, strategies, and timelines for  
 the implementation of equitable and culturally competent  
 practices in each school.** ~~Multiple~~ multiple indicators

COMAR 13A.01.06.04.C(11)
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411 **are** necessary to monitor student outcomes, engagement,  
 412 and school climate, and specific data ~~that~~ will be  
 413 used to ensure accountability for student, school, and  
 414 districtwide performance; to reduce variability in  
 415 outcomes; and to ensure that academic outcomes will not  
 416 be predictable by actual or perceived personal  
 417 characteristics and can be assessed and reported  
 418 transparently to the public.

419

420 4. Programs, curricula, instructional materials, and  
 421 activities, including athletics, extracurricular and  
 422 non-academic programs and activities, will provide all

423 students with the knowledge, skills, attitudes, and  
424 behaviors **that promote cultural proficiency and anti-**  
425 **racist behaviors that enable students** to live and work  
426 together in our increasingly diverse county, state,  
427 nation, and world.

428

429 5. MCPS will provide **tailored and differentiated**  
430 professional ~~development and training~~**learning** to **build**  
431 **capacity for cultural responsiveness and antiracism to**  
432 **address areas of inequity by the system;** and ensure that  
433 all staff are culturally proficient and possess the  
434 skills, knowledge, and beliefs about social-emotional  
435 learning and the mental health of students to create a  
436 learning environment that is student-centered and meets  
437 the individual and diverse needs of students.

438

439 6. Staff will foster welcoming **and psychologically safe**  
440 environments for all by **leading and** encouraging  
441 respectful and civil discourse and interactions among  
442 all staff, students, parents/guardians, and community  
443 members at all times; and, use resources, such as  
444 interpreters and translated documents, to remove  
445 cultural or linguistic barriers that may prevent  
446 families from engaging with their children's education.

447

448 7. ~~Strategies will be~~**Specific strategies will be**  
449 **identified, communicated and** used to prevent  
450 discrimination and procedures will be followed to  
451 resolve, monitor, and analyze such incidents **of**  
452 **discrimination** if they occur.

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COMAR  
13A.01.06.04.C(4)

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COMAR  
13A.01.06.04.C(12)

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8. MCPS will **identify partnerships and** work cooperatively with the **Montgomery County Executive, the Montgomery County Council, local law enforcement agencies, other county agencies, community groups, business organizations, and other stakeholders** to increase equity and reduce discrimination for students and staff.

9. A statement summarizing this Board policy of nondiscrimination, will be prominently included in MCPS publications and on the MCPS website. Any publication that states the Board policy of nondiscrimination in English will also be translated into those languages for which translation and interpretation services are most frequently requested by parents/guardians of MCPS students.

10. The superintendent of schools will designate an appropriate lead office to implement this policy, with support from other offices as appropriate, and assume responsibility for:

a) Monitoring and ensuring MCPS compliance with all federal, state, and local nondiscrimination laws **and MSDE reporting requirements;**

b) **Identifying the method of evaluation to measure the effect of equitable practices districtwide and in schools;**

b)c) Promptly investigating, and resolving complaints of discrimination;

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COMAR  
13A.01.06.04.C(13)

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COMAR  
13A.01.06.04.C(7-8)

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d) **Designating an individual responsible for the facilitation, monitoring, and implementation of system equity initiatives;**

e) Increasing awareness of the Board's values and expectations under this policy;

f) **Requiring that an equity lens be used in reviews of**

-

1) **staff, curriculum, pedagogy, professional learning, instructional materials, and assessment designs; and**

2) **all staff recruiting, hiring, retention, and promotion processes;**

g) ~~Providing training and outreach to improve~~ **professional learning and regarding antiracism, equity and cultural proficiency; and conducting outreach to support the application of these concepts in professional conduct and practice; and**

h) Maintaining appropriate records.

11. The superintendent of schools may direct an employee who exhibits insensitive behavior as evidenced by violating the values and expectations expressed in this policy, to participate in additional training regarding cultural proficiency. Continued insensitivity will not be tolerated by the Board and may result in further

515 disciplinary action, including dismissal, consistent  
 516 with the *MCPS Employee Code of Conduct*.

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518 F. REVIEW AND REPORTING

519

520 1. The superintendent of schools will -

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COMAR  
13A.01.06.04.C(10)

a) ensure that equity be addressed in the Local Every  
 Student Succeeds Act (ESSA) Consolidated Strategic  
 Plan;

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COMAR  
13A.01.06.04.C(3)

b) disaggregate student data to analyze trends and  
 identify gaps, and use such data to support the  
 creation of equitable solutions; and

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529

530 a)c) provide the public and the Board with regular  
 531 updates on the implementation of this policy and  
 532 efforts undertaken by the district to create an  
 533 equitable school system that fulfills the Board's  
 534 core values.

535

COMAR  
13A.01.06.04.B

2. This policy will be reviewed every three years in  
 accordance with the Board of Education's policy review  
 process.

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541 Related Sources: MCPS Culture of Respect Compact<sup>1</sup>; Student Code  
 542 of Conduct in MCPS; MCPS Employee Code of

<sup>1</sup> *Culture of Respect Compact among Montgomery County Public Schools, Montgomery County Education Association, Service Employees International Union Local 500, and the Montgomery County Association of Administrators and Principals*



543 Conduct; MCPS Guidelines for Respecting  
544 Religious Diversity; MCPS Guidelines for  
545 Student Gender Identity; U.S. Constitution  
546 U.S.C.), Amendment 14; Title VI of the Civil  
547 Rights Act of 1964, 42 U.S.C. § 2000d et seq.;  
548 Title VII of the Civil Rights Act of 1964, as  
549 amended, 42 U.S.C. § 2000e et seq.; Title IX  
550 of the Education Amendments of 1972, 20 U.S.C.  
551 § 1681 et seq.; 34 Code of Federal Regulations  
552 (CFR), Part 106, 34 CFR Part 100; Individuals  
553 with Disabilities Education Act (IDEA), 20  
554 U.S.C. § § 1400-1487; Section 504 of the  
555 Rehabilitation Act of 1973, as amended, 29  
556 U.S.C. § 794; Americans with Disabilities Act  
557 (ADA), 42 U.S.C. § 12131 et seq.; Section 1981  
558 of the Civil Rights Act of 1866, 42 U.S.C. §  
559 1981; Age Discrimination in Employment Act of  
560 1967, 29 U.S.C. §§ 621-634; Equal Pay Act of  
561 1963, 29 U.S.C. § 206(d); Equal Rights  
562 Amendment to the Maryland Constitution's  
563 Patient Protection Affordable Care Act, 42  
564 U.S.C. § 18001 et seq.; Maryland Constitution  
565 Declaration of Rights (Article 46); Annotated  
566 Code of Maryland, State Government Article,  
567 Title 20, Human Relations; Annotated Code of  
568 Maryland, Education Article 6-104, 7-424.1;  
569 Code of Maryland Regulations (COMAR)  
570 13A.05.01.

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572 *Policy History:* Adopted by Resolution No. 595-69, November 11,  
573 1969; amended by Resolution No. 16-72, January 11, 1972; amended

574 by Resolution No. 536-77, August 2, 1977; amended by Resolution  
575 No. 240-96, March 25, 1996; amended by Resolution No. 323-96, May  
576 14, 1996; amended by Resolution No. 249-03, May 13, 2003; amended  
577 by Resolution No. 318-17, June 26, 2017; copy edits December 11,  
578 2019-; **amended** \_\_\_\_\_ .

579

580 Note: Tenets of Board policies *ACB, Nondiscrimination, ACE,*  
581 *Gender Equity, GBA, Workforce Diversity,* and *GMA, Human Relations*  
582 *Training of MCPS Staff,* were incorporated into Resolution No. 318-  
583 17 amendments to this policy, and were rescinded upon adoption of  
584 amended Board Policy ACA on June 26, 2017.

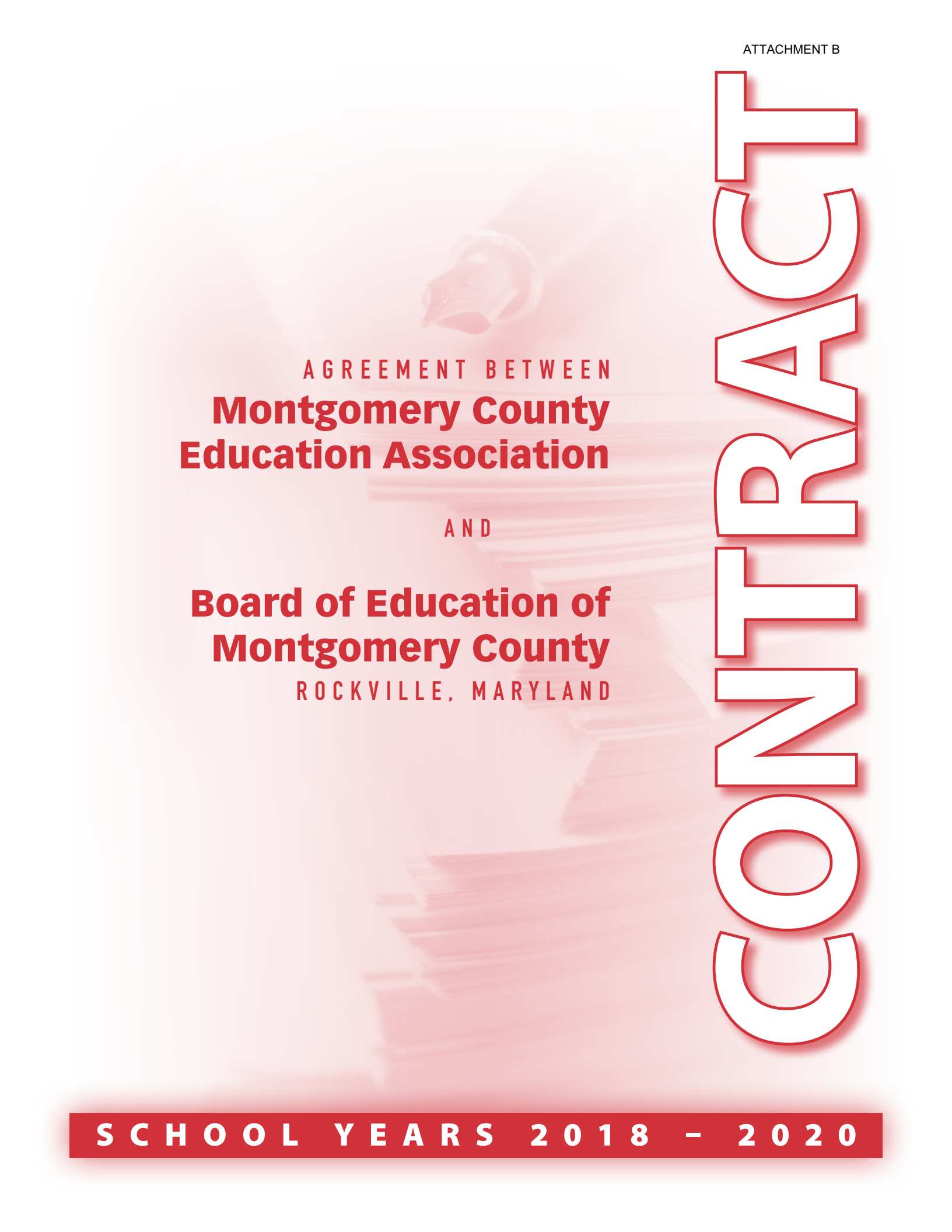
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AGREEMENT BETWEEN  
**Montgomery County  
Education Association**

AND

**Board of Education of  
Montgomery County**  
ROCKVILLE, MARYLAND

**CONTRACT**

**SCHOOL YEARS 2018 - 2020**

**S. Assessments**

1. Elementary schools will be provided with a pool of substitute teacher time to assist Kindergarten teachers with responsibilities for administering base-line assessments during the initial fall assessments. The classroom teachers and the school administration will determine collaboratively how the assessment and instructional responsibilities are shared.
2. Middle school teachers teaching high school credit classes with required end-of-semester assessments will be provided with release time so that they can score the assessments within the prescribed timeframes.

**T. Impact Statements**

1. The parties agree that to achieve continuous improvement, change is sometimes necessary. In order for change to be implemented effectively, infrastructure needs must be part of the planning. Recognizing that time is an essential resource, the Board agrees that Time Impact Statements will be used in the planning process for the following:
  - Administrative regulation changes or new regulations
  - New assessments
  - New curriculum
  - New technology
  - New system-mandated instructional and/or classroom practices
2. Time Impact Statements are assessments of the additional time, or range of time, estimated for unit members to properly implement proposed initiatives. The parties agree that such proposals will include written Time Impact Statements, prior to final consideration and approval. To the extent feasible, Time Impact Statements will identify and assess the time necessary, and by whom, in order to prepare for and implement such initiatives. It is recognized that, in some instances, the change will involve using existing time and resources in a different way rather than simply adding time or resources. In such instances, that realignment will be identified and there may be no need for additional time or resources.
3. The parties will work with the other two employee organizations to develop impact statements that will identify and assess the impact of proposed decisions on staff time, resources needed, and processes in schools and offices to implement the changes. Impact statements will be developed for all new initiatives, including those being considered in the budget process, new curriculum and assessments, new technology and systems, and new or revised regulations that may have an impact on the operation of schools and offices. MCEA and its members will have opportunities to provide input into the decision-making process.

4. To the fullest extent possible and reasonable, opportunities for participation in decision making about school-system initiatives will occur during all stages of development and implementation.

- U. The Board will make every reasonable effort to reduce paperwork for special educators and ESOL teachers by taking steps, where possible, such as the elimination of redundant paperwork and implementation of the auto-population of fields when transferring data from OASIS to OSS.

# 17

## ARTICLE STAFFING

- A. 1. The Board will make a conscientious effort to guarantee that no self-contained elementary class will exceed the number of students per classroom proposed in the current budget. If any class exceeds these numbers, every effort will be made to provide a paraeducator for that teacher. In secondary schools, the Board will make a conscientious effort to reduce the number of classes that are above the desired maximum-class-size guidelines in the academic subjects as proposed in the current budget. **In the event of a dispute over this article, the parties will meet in a good-faith effort to resolve it.** In order to address this issue:
  - a. The Office of School Support and Improvement (OSSI) will provide MCEA with the annual staffing guidelines for local schools, including the elementary art, music, and physical education guidelines.
  - b. OSSI will keep MCEA informed of oversized-class reports and the allocation steps taken to reduce the number. MCEA will keep OSSI informed of what it learns of the conditions and impacts in specific classrooms.
  - c. OSSI will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs, as necessary, to assist individual schools in understanding and applying the guidelines for developing schedules for teachers in these disciplines in elementary schools.
  - d. **The parties will work together through existing joint problem-solving committees to make recommendations on staffing levels,** for student services personnel and other specialists, that will improve the quality of service provided to students and local schools.

- e. The Office of Human Resources and Development will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs, as necessary, to assist in the transfer and placement of teachers in those disciplines.
2. The classroom teacher is the key member of the professional staff, and the degree of teacher time which is available to students for instructional purposes is a major index of educational quality. In recognition of the fact that the appropriateness of a specific ratio of pupils to each classroom teacher may vary in relation to such factors as subject requirements, pupil characteristics, and school size, no prescriptive and detailed ratio is set forth herein. In staffing schools with classroom teachers, however, school administrators should regard ratios ranging from one classroom teacher for each 28 pupils to one for each 25 pupils as the arrangement that will be approximated following assignment of all professional personnel in the local school system. Each elementary school should be staffed with or have available resource personnel in order to provide a comprehensive program of instruction in all areas of the curriculum.
  3. In making staffing decisions, the community superintendent and the principal shall give careful consideration to the views of the faculty.
- B. Staff allocations shall not include special staff allocations that are provided as the result of federally or locally funded programs for disadvantaged students.
  - C. Staff allocations for elementary and secondary counselors, elementary and secondary media specialists, teacher specialists, reading teachers, and speech teachers will be made as additions to the regular classroom teacher allocations.
  - D. The Board agrees that the following numbers of specialists are indicative of the goals that it would like to attain, where possible and practical, in terms of the budget authorized by the County Council:
 

<b>1. Elementary Schools</b>	
Reading Specialists	Not less than one for every two schools
Music Teachers—Instrumental	Not less than one for every five schools
Art Teachers	Not less than one for every 500 students
Guidance Counselors & Social Workers	This program is to be expanded as budget permits, with a continual evaluation to be carried out
Music Teachers—Vocal	Not less than one for every 500 students

- |                                    |   |
|------------------------------------|---|
| <b>Physical Education Teachers</b> | Not less than one for every 450 students and not less than one for every 23 classes |
| <b>Media Specialists</b>           | Not less than one per school  |
2. **Secondary Schools**

Guidance Counselors	Not less than one for every 300 students
Media Specialists	Not less than one for every 500 students
  3. **Student Services Personnel** (including pupil personnel workers, school psychologists, social workers, community coordinators)
 

	Not less than one for every 2,000 students
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  4. **Speech and/or Hearing Therapists** Not less than one for every 1,800 students
- E. Elementary art, vocal music, and physical education teachers shall be assigned to no more than two schools if possible and in no case more than three schools.
  - F. **Substitute Coverage**
    1. In the event a teacher of elementary art, music, and physical education, or an ESOL teacher, when appropriate, is absent, a fully qualified substitute will be hired.
    2. For those schools with only one media specialist, the principal has the administrative authority to decide to provide a fully qualified media substitute or, if not available, a qualified substitute within the appropriate level from the professional list. For those elementary schools in which media specialists provide regularly scheduled instructions, a substitute may be hired for days on which such instruction is scheduled.
    3. For those elementary schools in which counselors provide regularly scheduled instruction, a substitute may be hired for those days on which such instruction is scheduled.
  - G. **Secondary Part-time Teachers**  
Part-time teachers in secondary schools using a seven-period schedule will be allocated at least 0.2 FTE for each full class taught (5 standard periods per week or 10 standard periods per two weeks or the equivalent when there is an alternate schedule), not to exceed 1.0 FTE. This will apply whether the teacher works part time in a single school or in a combination of schools.



5. a. If an employee who is required to pay a representation fee is employed in a unit position on a part-time basis or for less than a full contract year, the representation fee for that employee for said contract year will be a pro rata portion of the annual fee, based on annual salary.
  - b. If the employment of an employee who is required to pay a representation fee is terminated (voluntarily or otherwise) before MCEA has received the full amount of the representation fee to which it is entitled, said employee will be liable to MCEA for the unpaid portion of the fee.
6. If an employee who is required to pay a representation fee fails to do so, MCEA may take appropriate steps—including the commencement of legal action against the employee—to collect the amount in question. MCPS will not be required to terminate a unit member's employment or take disciplinary action against a unit member for failing to pay a representation fee.
7. Consistent with Section 6-407 (c) (4) of the Education Article of the Annotated Code of Maryland, the obligation to pay a representation fee will not apply to an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this paragraph for an exemption from the obligation to pay a representation fee for any contract year, an employee must—
    - a. Submit to MCEA and MCPS prior to October 1 of each contract year, or within 30 days after being hired into a unit position, whichever is later, a written statement setting forth the basis of his or her religious belief;
    - b. During said contract year pay an amount equal to the representation fee to a nonreligious, nonunion charity or to such other charitable organization as may be agreed upon by said employee and MCEA; and
    - c. Prior to the end of said contract year furnish to MCEA and MCPS written proof of such payment.
  8. This section will not apply to home and hospital teachers, or short-term substitutes, as defined in the Substitute Teacher Agreement, but will apply to long-term substitutes, as defined in said Agreement. Promptly after receiving the quarterly list referred to below, MCEA will bill long-term substitutes who are required to pay a representation fee for a pro-rata portion of the annual fee, based on the number of days actually worked during the quarter in question. MCEA will send a written communication to each long-term substitute who is required to pay a representation fee informing the employee of his or her obligation.
  9. Within 10 days after the end of each month MCPS will submit to MCEA a list of all employees who were hired into positions during said month. Within 10 days after the end of each quarter, MCPS will submit to MCEA a list of all employees who were employed as long-term substitutes during said quarter. These lists will include the names, job titles, and dates of employment for all such employees.
  10. MCEA shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this Article, or in reliance of any list, notice, or assignment furnished under any such provisions, including the representation fee language. MCEA will assume primary responsibility for the defense of any such claim. Counsel for MCPS will be permitted to enter an appearance and will be kept fully apprised of litigation developments by counsel for MCEA, but MCEA will not be responsible for any legal fees MCPS may incur in this regard.

## 24 ARTICLE VOLUNTARY TRANSFERS

- A. It is in the best interest of the school system and the union to provide maximum opportunities for employees to seek positions that are the best matches with skills and abilities. It is also critical to give administrators and school staff the most simplified, timely, and open access to the pool of internal and external candidates. It is also in both parties' interest to ensure that the transfer process supports the instructional program, takes students' needs into consideration and that all vacancies are reported in an accurate and timely manner. Seniority in MCPS will be considered a factor in the transfer process; however, because the parties believe that there are educational benefits for all students to be taught by a diverse staff, MCPS also will consider diversity in the transfer process. Diversity is defined broadly to include gender, race, and ethnicity.

The voluntary transfer of unit members shall be affected by appropriate members of the administrative staff, using the following procedures:

### B. Transfers and Job Fairs

1. Open Job Fairs will be held in the second semester of each year. At this time, the unit members will be provided access to interview appointments with the school staff where they are seeking a transfer. Priority placement teachers, part-time teachers seeking full-time positions, and full-time teachers seeking

part-time positions will be invited to participate in the Job Fairs. The Job Fairs are reserved for internal unit members only, whose assignments are determined by principal selection. Those whose positions are not selected by principals (speech pathologists, occupational therapists, and others) should continue to work with immediate supervisors to seek a transfer.

2. A minimum of four Job Fairs will be held: two elementary, one middle, and one high. All Job Fairs will be completed at least three weeks prior to the close of the initial voluntary transfer season. Each school will participate in one Job Fair. All schools will participate in the Job Fairs with adequate staff to conduct interviews. Schools will post their vacancies on MCPS Careers and unit members can apply to specific vacancies or to schools at which they are interested in working. Schools may accept interview requests from all levels and subjects. Unit members will make appointments during the week before the Fairs by applying through MCPS Careers. Appointments may not be requested prior to the announced date before the Fair. Interviews will occur at the Job Fair at 20- to 30-minute intervals. Interviews will not be limited to projected vacancies. The process for application and interviews for new schools will be advertised and conducted prior to March of the year in which the school opens.
3. Unit members who are unable to secure an interview or attend the Job Fairs can apply through MCPS Careers for schools to which they would like to transfer. Principals are encouraged to interview at times other than the Job Fairs, but are not required to do so.
4. The Office of Human Resources and Development will publish an annual web page describing transfer procedures, including timelines and telephone numbers to contact for information before the end of February each year.

- C. Transfers will be allowed during this first voluntary transfer window across certification areas and school levels, except in previously identified "tight" fields where such transfers will not be approved until all priority placements in that certification area have been cleared. Human Resources and MCEA will meet prior to the transfer season to review the data on Priority Placements and vacancies to jointly identify "tight" fields.

The voluntary transfer process will close temporarily at the end of the business day on a Friday that is at least three weeks after the last Job Fair and will reopen following completion of comparable priority placements.

#### D. Posting of Vacancies

It is in the best interest of the school system and unit members that all vacancies be posted during the transfer season. All teacher vacancies are required to be posted on MCPS Careers. The posting of vacancies will be

monitored for accuracy by the Office of School Support and Improvement and the Office of Human Resources and Development.

#### E. Twelve-month Job Postings

Vacancies for any 12-month positions in the bargaining unit will be posted on MCPS Careers. Interested transfer candidates, along with those seeking a promotion and outside candidates, will interview directly with supervisors for the posted vacancy. If the vacancy occurs during the school year, and an internal transfer candidate is selected, that candidate may be required to remain in the current position until a replacement is identified. Identification of a replacement will be given high priority by Office of Human Resources and Development staff.

#### F. Electronic Résumé Bank

Unit members will be able to post their résumés and job profiles on MCPS Careers so that all principals and supervisors will be able to review unit members' résumés. All part-time teachers seeking full-time positions, and full-time teachers seeking part-time positions, will inform the Office of Human Resources and Development via MCPS Careers. When appropriate vacancies arise, the Office of Human Resources and Development will inform unit members of these vacancies.

#### G. Monitoring Transfers

The Office of Human Resources and Development will compile and provide information to the Office of School Support and Improvement and MCEA on the numbers of transfers from individual schools.

The associate superintendent for human resources and development will present data related to the MCPS Careers and transfer process to the LMCC each year to make recommendations jointly for changes in the process no later than the end of December.

#### H. Transfers usually will not be approved for—

1. personnel who are in their first two years of employment in the bargaining unit;
  2. personnel who are requesting transfer out of their field of preparation and certification;
  3. personnel who are included in the PAR Program for the following year by the PAR panel; and
  4. an individual completing his/her fourth semester of employment, who has all effective ratings on his/her most recent evaluation, will be allowed to participate in the Job Fairs and in the voluntary transfer process.
- I. If a voluntary transfer approved for the good of the school system causes a unit member to move from a field in which he/she holds a standard or advanced professional certificate to a field in which he/she does not hold a standard or advanced professional certificate, the unit member will sign a statement of understanding



that will verify that the unit member is aware of the following:

1. That he/she will have to take additional coursework in order to become fully certificated in the field to which he/she is reassigned.
  2. That a reasonable period of time, but in no case more than two years, will be established by the Board of Education to enable the unit member to meet the new requirements. A unit member who does not meet these requirements will have his/her certificate rated as Class II.
- J. Principals will notify the Department of Recruitment and Staffing as soon as they have determined whom they will request for a given vacancy.
- K. The Office of Human Resources and Development shall notify the unit member, in writing, and those concerned with the transfer when it is affected.
- L. No voluntary transfers will be affected after July 20, unless both releasing and receiving principals agree. MCEA will be notified of any new vacancies that occur after July 20. Occurrence of such vacancies will be reviewed by the Office of School Support and Improvement and the Office of Human Resources and Development.
- M. Whenever a unit member transfers, the effective date will be the first full pay period after the unit member is assigned to begin work.
- N. **Open Contracts**—Unit members interested in career opportunities such as guidance counselor, reading specialist, or media specialist may be eligible for open contracts in these fields (and others as identified by the Office of Human Resources and Development). The Office of Human Resources and Development will advertise the process in the spring of each year by which internal candidates can be considered for open contracts.
- O. **Best Practices**—The Office of Human Resources and Development and MCEA will develop a joint communication about “Best Practices” to use during the transfer process. The communication will be posted on the transfer web page. The communication will be available for new principals to review and will be included in MCEA’s Résumé Writing & Transfer Process workshops. The best practices to be encouraged will include the critical need to advertise all vacancies, and notification of interviewees and interviewers, when vacancies have been filled or when an applicant is no longer interested or available.

## 25 ARTICLE INVOLUNTARY TRANSFERS

- A. When a unit member is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment.
- B. Notice of an involuntary transfer will be given to the unit member as soon as possible.
- C. A unit member’s length of MCPS service, area of competence and experience, and major or minor field of study will be considered significant factors in the involuntary transfer process. In addition, because the parties believe that there are educational benefits for all students to be taught by a diverse staff, MCPS will consider diversity in the transfer process. Diversity is defined broadly to include gender, race, and ethnicity. In the event that other significant factors are equal, a unit member’s length of MCPS service will prevail, except for the SYSTEMWIDE effort to promote increased diversity in the workforce. The parties will jointly develop implementation procedures for this SYSTEMWIDE effort. In determining “area of competence” in elementary schools, involuntary transfer decisions will be made within the group of those similarly certified (and not job code).
- D. Unit members in split location assignments who are involuntarily transferred out of one of their locations will be asked if they prefer to retain the other part of their assignment or to be treated as a full-time involuntary transfer. If the preference is to retain the other part(s) of the assignment, the Office of Human Resources will attempt to find an appropriate match. If an appropriate match cannot be found, the employee may be placed in a new full-time position. An employee preferring a new full-time placement is not guaranteed a single location assignment if none is available.
- E. A unit member may grieve an involuntary transfer that is alleged to be based on arbitrary or capricious reasons.
- F. Unit members being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is made. Unit members will be able to indicate their preference of assignment. An effort will be made to honor the unit member’s geographic preference, as indicated on the preference sheet, if a vacancy in the teacher’s area of certification is available.
- G. When it becomes necessary for a unit member to transfer because of changes in enrollment or program, the Office of Human Resources and Development will give the transfer of the unit member priority in filling known vacancies.



**H. Priority Placements**

1. Placement of unit members on involuntary transfers and returnees from leave will occur at a SYSTEMWIDE meeting scheduled after the close of the voluntary transfer season and prior to July. Meetings will be organized by school level (one for elementary, one for secondary). Community superintendents, principals who have vacancies and those who have placed teachers on the involuntary list, appropriate human resources representatives, and MCEA will be invited. Except as noted below, the voluntary transfer process will reopen on June 6.
  2. In the event that all involuntary placements cannot be made at the SYSTEMWIDE meeting, placements will continue to be made by the Office of Human Resources and Development and the Office of School Support and Improvement, in consultation with MCEA. Appropriate notices of any continuing closed fields will be posted online by the Office of Human Resources and Development. The placement process in such fields shall continue until all such placements are completed. At that point, the voluntary transfer process for that field will reopen, and notice of such shall be posted online.
  3. Priority placements will be completed prior to any change of a part-time member to full-time or a full-time member to part-time or any new hire is assigned.
  4. Priority placements whose initial placement did not meet their preference criteria will notify the Office of Human Resources and Development in writing of their wish to have their folders identified for continued review. These unit members are encouraged to send résumés and cover letters to principals at schools with vacancies that more closely meet their preferences.
- I. Unit members who are involuntarily transferred will be notified individually by the school principal and given the opportunity to attend a meeting held by the Office of Human Resources and Development to receive appropriate information. Every effort will be made to notify the unit member of the need for an involuntary transfer prior to the Job Fairs.
  - J. When an involuntary transfer is necessary, an effort will be made by the principal and appropriate community superintendent to allow a unit member to voluntarily place himself/herself on the involuntary transfer list.
  - K. An article will appear in MCPS Careers late in May regarding the status of unit members being involuntarily transferred and returning from leave and the procedure used to reassign them. Information also will be presented in MCPS Careers regarding the procedure for retirement.
  - L. Vacancies will not be held or frozen because a principal is on leave. Involuntary placements will continue, regardless of the availability of the principal.

- M. Any unit member who might need to be involuntarily transferred will be reassigned to his/her same position if an appropriate vacancy occurs at a later date. The unit member who has been involuntarily transferred should, however, have the option of determining whether he/she is to be reassigned to the original school if he/she has already been assigned to another position. No changes will be made if the vacancy occurs after July 20, unless the two participating community superintendents, principals, and the teacher agree to the change.

## 26 ARTICLE

## TRANSFERS FROM SCHOOLS THAT ARE CLOSING

- A. Immediately following the Board decision to close a school, a representative from the Department of Recruitment and Staffing shall contact the appropriate community superintendent to arrange a meeting with all the staff of the school. The community superintendent and representatives from the Department of Recruitment and Staffing then will meet with the total staff to discuss transfer procedures shortly after the decision has been made to close the school. Thereafter, if the school is not closing in that school year, another meeting will be held in the spring of the year in which the school actually closes.
- B. Personnel representatives shall also schedule individual conferences with those unit members who have requested such a conference to discuss, at mutually agreeable times, such matters as certification and transfer.
- C. Before filling any vacancies in a receiving school, the principal from the designated receiving school will arrange to interview all teachers from the designated closing school who express a preference to follow students to the receiving school.
- D. In filling any vacancies in a receiving school, the principal will consider the following significant factors: certification, length of service in MCPS, area(s) of competence, major or minor field of study, and whether the unit member would follow the students to the receiving school. Where more than one applicant is acceptable to the principal, the opportunity to follow students to the receiving school will receive additional consideration.
- E. School-based Unit Members in Positions Working Other than 10- or 12-Month Schedules
  1. Vacancies occurring in such positions in closing schools will be filled on an acting/temporary basis with candidates from either inside or outside the school, using the normal process for filling such vacancies.
  2. Such vacancies in all schools will be filled on an acting/temporary basis, unless filled by a person already in the job class or in the "pool" described.

3. Any unit member who has satisfactory evaluations and is in such a position in a closed school or who is involuntarily transferred will be placed in a "pool." As future openings in the job class occur, the principal having the opening must consider persons from the "pool," leave returnees who have been in that job class, or voluntary transfers currently in that job class.
  4. The principal must hold interviews from among those eligible after considering the specific qualifications needed to fill the position. If, because of program needs, the principal is unable to identify someone from the "pool," a leave returnee, or a voluntary transferee to fill the position, the principal may, with the approval of the appropriate community superintendent and associate superintendent of human resources, assign an acting person to the position until the end of the school year.
  5. Those positions being filled on an acting basis will be re-advertised yearly and filled by someone from the "pool," leave returnee, or voluntary transferee. This process will continue until all members of the "pool" have been assigned. Requests to extend an acting assignment beyond one year must be approved by the deputy superintendent.
  6. Employees in an acting capacity are guaranteed pay as stipulated for the position.
  7. These employees will be reinstated to their former school and position if they assume an acting assignment after January 1. All other employees in acting capacities prior to January 1 will be involuntarily transferred to appropriate vacancies as they develop.
  8. Applicants may request from the Department of Recruitment and Staffing an explanation of why they were not selected for the position.
  9. If a unit member in the "pool" or currently holding such a position refuses to be interviewed or turns down a position that is offered, he/she will no longer be considered in the "pool."
  10. Any unit member in such a position, whose school is closing and is not assigned by the date the school is closed, will be guaranteed his/her "normal" paid duty days for that summer and will have the option of receiving his/her salary differential for one year only while in the "pool," or electing not to receive the differential and being allowed to accept the sponsorship of stipended activities.
- F. Voluntary Transfers from Closing Schools in Year(s) Prior to Actual Closing**
1. Any unit member of a closing school who is selected for a promotion would be allowed to assume the new responsibilities.
  2. Unit members of a closing school should be allowed to apply in the usual way for voluntary transfers.

Principals and community superintendents and the Office of Human Resources and Development should carefully screen transfer requests to ensure that the school maintains an outstanding staff in the years leading up to its closure. Voluntary transfers will be permitted only under very carefully scrutinized conditions.

3. Requests for voluntary transfers out of receiving schools will be treated as all other voluntary transfer requests.

## 27 ARTICLE

### TWELVE-MONTH POSITIONS

- A. These positions are defined as positions other than those on the A–D grades.
- B. All vacancies in the above-defined positions will be published in MCPS Careers immediately following the decision to fill such positions. Individual vacancies in those categories containing a large group of persons will be advertised as a classification and not on an individual school basis, so that a person may be given adequate consideration for any one of the vacancies that may exist in any given category.
  1. During the school year, MCPS Careers will carry the vacancy list for these positions. Persons who desire to apply for such vacancies will submit their application, in writing, to the Office of Human Resources and Development within the time limit expressed in MCPS Careers in which the vacancy was published. The receipt of all applications will be acknowledged promptly by the Office of Human Resources and Development.
  2. Unit members may apply for the above-defined positions, which may become vacant during the summer months. Positions will be advertised in a summer employment bulletin. Applicants will inform the Office of Human Resources and Development of their summer addresses.
- C. In the notice of vacancies in MCPS Careers, qualifications, duties, and rates of compensation will be clearly stated. Where qualifications and duties may vary from the accepted qualifications for a position, the variations will be specified.
- D. Upon written request, the superintendent or his designee will explain in writing to an applicant the reason he/she was not appointed.
- E. All appointments made to positions on the above-defined positions will be listed in MCPS Careers.
- F. In filling vacancies, consideration will be given to the presently employed unit members. Their MCPS service,

**AGREEMENT**

**between**

**SEIU Local 500, CTW**

**and**

**Board of Education of  
Montgomery County**

**for the**

**School Years**

**2018 – 2020**

**Rockville, Maryland**

- program is offered
- c. Priority for cafeteria managers in schools with an Extended Learning Opportunities (ELO) program will be given to staff that work in the schools where these programs operate during the summer.
3. Employees who worked the prior summer (successfully)
  4. Employees who lost 1.5 or more hours per day due to budget cuts or reductions in allocations.
  5. MCPS seniority.
- B. The Department of Financial Services will prepare a listing of all employees who have had hours reduced by one hour or more per day and these employees will be contacted to inform them of the summer employment opportunities.
  - C. There also are situations where the work that needs to be completed is during the 10-month work year for permanent SEIU employees, in which case non-MCPS temporary employees will need to be hired to complete the work. This work normally is in the Department of Materials Management and the Office of the Chief Technology Officer. These situations will be kept to a minimum while recognizing and meeting the needs of the school system and the hiring offices. All such positions will be advertised so that Local 500 bargaining unit employees who are interested and whose schedules allow them to perform the work without additional overtime pay may apply.
  - D. When other MCPS departments have summer work opportunities, these openings will be posted for all eligible Local 500 employees to apply.
  - E. MCPS will provide the Union with the advertisements prior to their posting
  - F. Upon request, MCPS will provide the Union with available information regarding the estimated number of vacancies, and the names and assignments, including the anticipated duration of the assignment, for each such person hired.
  - G. A school year SEIU unit employee who is selected for a summer position will be paid at the grade of the summer position. Where a summer position requires the same license as required of the employee's school year position the employee will be paid for the summer work at the rate within the range of the summer position that is closest to but not greater than the employee's current rate in their school year position.

## ARTICLE 21

### HOURS REDUCTIONS AND INVOLUNTARY TRANSFERS

- A. **When a reduction in staffing allocation to a school or office occurs**, the following procedures shall be followed in determining which bargaining unit employees within a job family, if any, will be impacted by an hours reduction or placement onto the involuntary transfer list.

1. Bargaining unit employees within the job group or groups potentially impacted by the change will be notified of the potential for hours reductions and involuntary transfers and be offered an opportunity to voluntarily reduce hours, or seek placement on the involuntary transfer list. All communication between an employee and his or her administrator regarding such considerations will be kept confidential.
  2. When reductions in hours cannot be achieved through voluntary reductions or transfers, reductions will be determined by the principal or administrator, giving primary consideration to preserving employee work hours, based on seniority, unless such consideration would adversely impact the needs of students and/or the employer operations in the principal or administrator's reasonable judgment.
  3. The needs of students would be considered to be adversely impacted where a program or service to a student or students cannot effectively or appropriately be provided due to reduction of an employee with unique skill or knowledge, not possessed by a more senior employee.
  4. The operational needs of a school or office would be considered to be adversely impacted where a reduction in hours or involuntary transfer following a seniority standard would result in the school or office not being able to adequately implement its program or which will substantially and negatively impact a program.
- B. Paraeducators who are involuntarily transferred or whose hours are reduced are covered by Article 19.Q and it's subparts.
- C. If additional temporary work becomes available following the reduction in a work location within a classification the principal or administrator will consider first employees who work at the site who have experienced an involuntary reduction in work hours for the additional assignment where such assignment will not conflict with the employee's permanent assignment.

## ARTICLE 22 RIGHTS OF THE UNION

- A.
1. The SEIU Local 500, as exclusive representative of supporting services employees, has the right to present its views to the Board of Education, provided a mutually acceptable agenda and time can be arranged.
  2. The Board of Education recognizes that the officers of SEIU Local 500 elected representatives, and stewards, not to exceed two per school and not to exceed four each in the Carver Educational Services and Lincoln Centers, are authorized to act for the Union, as are staff representatives. Union matters will be conducted at times least disruptive to school system business.

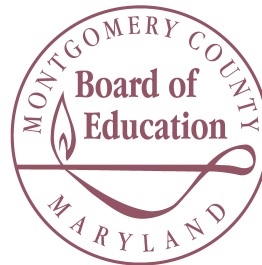
# AGREEMENT

Between



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

and



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

for the

**School Years  
2018–2020**



## ARTICLE 19

# VACANCIES AND TRANSFERS

### Subtitle I—Vacancies

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

### Subtitle II—Transfers

- A. Definitions
  - 1. **Involuntary Transfer**—A unit member whose position has been abolished or is transferred to an assignment that the individual did not request.
  - 2. **Voluntary Transfer**—A unit member who requests and receives a transfer or reassignment.
  - 3. **Administrative Placement**—The filling of a vacancy by the superintendent or designee in lieu of the stated advertisement and selection process.
  - 4. **Reclassification**—The re-grading or change in responsibilities or duties of a position.
- B. In effectuating involuntary transfers, the affected employee's quality of job performance, length of service in MCPS and in his/her current position, areas of competence, certification, and major and/or minor fields of study will be considered.
- C. When an involuntary transfer or reassignment of a unit member is deemed necessary, the affected unit member will have the opportunity to make known to his/her immediate supervisor and/or other appropriate administrators his/her career goals and individual needs regarding the proposed transfer,

prior to a final placement. A unit member whose position has been abolished will be interviewed for A&S advertised vacancies for which they apply and are qualified for a period of up to 12 months after the notification that the position is abolished.

- D. The employee served such notice may request a written explanation of the reasons for such transfer or a conference with the superintendent or his authorized designee to discuss the transfer and shall be given such written explanation or granted such a conference no later than five workdays after the request is received by the office of the superintendent or his authorized designee. The employee shall have the right to be accompanied and assisted by a representative of the Association at any such conference.
- E. A unit member who is involuntarily transferred for other than disciplinary reasons to another position on a lower pay scale shall continue to be paid the annual salary in effect on the date prior to the effective date of the transfer until his/her annual salary on the new grade exceeds this guaranteed salary, at which time the unit member will be placed on the new schedule.
- F. The provisions of this Article shall not apply to principal interns who are removed from their respective positions in accordance with program criteria. Likewise, a person acting in a bargaining unit position shall not have the protection of this Article when returned to his/her former position.
- G. The provisions of this Article will not apply when the position is filled through administrative placement. However, the Association will be notified when a vacancy is going to be or has been filled by administrative placement. Where feasible, the Association will be notified in advance, with the opportunity to offer comments on the advisability of the administrative placement.
- H. The parties understand that, except where conditions necessitate otherwise, acting positions shall normally be for periods less than one year.
- I. The procedures incorporated in this Article shall be subject to the grievance and arbitration procedures; however, the merits of the decision to fill a vacancy with a particular individual shall not be subject to the grievance or arbitration procedure.

### Subtitle III—Reclassification

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

## ARTICLE 20 LEAVES

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

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

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



## Code of Maryland Regulations, Title 13A Maryland State Board of Education, 13a.01.06 Educational Equity

### Sec. 13a.01.06.01. Purpose

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The purpose of this chapter is to establish as a matter of policy and priority that:

A. Each Maryland public school will provide every student equitable access to the educational rigor, resources, and supports that are designed to maximize the student's academic success and social/emotional well-being;

B. Each local school system's procedures and practices provide for educational equity and ensure that there are no obstacles to accessing educational opportunities for any student; and

C. Achievement will improve for all Maryland students and achievement gaps will be eliminated.

### Sec. 13a.01.06.02. Scope

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This chapter applies to all local school systems, the Maryland State Department of Education, and entities that provide educational services to children birth-age 21, including licensed childcare facilities and programs.

### Sec. 13a.01.06.03. Definitions

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A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Accountability measures" means those Maryland accountability framework indicators in place to guarantee oversight of opportunities, resources, and educational rigor that will lead to achievement for all students.

(2) "Educational equity" means that every student has access to the opportunities, resources, and educational rigor they need throughout their educational career to maximize academic success and social/emotional well-being and to view each student's individual characteristics as valuable.

(3) "Educational opportunities" means all students have access to rigorous, well-rounded academic programs and experiences that enrich their educational career and prepare them for academic and career success.

(4) “Equity lens” means that for any program, practice, decision, or action, the impact on all students is addressed, with strategic focus on marginalized student groups.

(5) “Individual characteristics” means the characteristics of each individual student, which include but are not limited to:

- (a) Ability (cognitive, social/emotional, and physical);
- (b) Ethnicity;
- (c) Family structure;
- (d) Gender identity and expression;
- (e) Language;
- (f) National origin;
- (g) Nationality;
- (h) Race;
- (i) Religion;
- (j) Sexual orientation; and
- (k) Socio-economic status.

#### Sec. 13a.01.06.04. Requirements — Educational Equity in Maryland

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A. The Maryland State Department of Education shall establish systems of structure and support for school systems, students, teachers, and other stakeholders that ensure educational equity and excellence.

B. Each local school system shall develop an educational equity policy and regulations, to be reviewed every 3 years, with the goal of providing educational equity to all students.

C. The policy and regulations shall:

- (1) Be designed to create and maintain environments that are equitable, fair, safe, diverse, and inclusive;
- (2) Be based on the goal of providing educational equity for all students;
- (3) Direct the identification and utilization of resources to provide equitable access to educational opportunities and services, by among other steps, the use of disaggregated student data to analyze trends and identify gaps and equitable solutions;

- (4) Identify partnerships with the Maryland State Department of Education, local government agencies, and stakeholders to support educational equity;
- (6) Ensure equitable access to effective teachers for all students;
- (7) Require that an equity lens be used in all staff recruiting, hiring, retention, and promotion processes;
- (8) Require that an equity lens be used in reviews of staff, curriculum, pedagogy, professional learning, instructional materials, and assessment design;
- (9) Provide the access and opportunity for all students to successfully read on level by the end of grade 2;
- (10) Direct that equity be addressed in the Local Every Student Succeeds Act (ESSA) Consolidated Strategic Plan;
- (11) Identify the school system's process for analyzing data to develop goals, objectives, strategies, and timelines for the implementation of equitable and culturally competent practices in each school;
- (12) Identify the method of evaluation to measure the effect of equitable practices in the school system and schools; and
- (13) Designate an individual responsible for the facilitation, monitoring, and implementation of the system equity initiatives within the Local ESSA Consolidated Strategic Plan.

## Sec. 13a.01.06.05. Monitoring and Reporting

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A. Each local school system shall:

- (1) Address implementation of the equity policy through its Local ESSA Consolidated Strategic Plan;
- (2) Beginning September 1, 2019, include its equity initiatives as an integrated component of its Local ESSA Consolidated Strategic Plan; and
- (3) Beginning September 1, 2020, and every 3 years thereafter, in its Local ESSA Consolidated Strategic Plan, submit to the State Superintendent an analysis of the results of the accountability measures related to data collected on achieving equity goals and objectives that will be published and made accessible to the public.

B. The Maryland State Department of Education shall:

- (1) Conduct needs assessments for the Department and local school systems;

(2) Convene the Network for Equity and Excellence in Education with representation from each local school system and other stakeholders to review Statewide progress and to develop implementation and peer review guidelines for this chapter;

(3) Develop a guide for implementation of equity initiatives at the local level which includes sample components of high-quality equity policies, guidance around how to apply an equity lens within priority birth-age 21 focus areas as defined by the Department, and strategies on how to measure and evaluate the application of an equity lens; and

(4) Review and assess progress of the Department and local school systems on implementing the requirements of this chapter.

C. Beginning December 1, 2020, and every 3 years thereafter, the State Superintendent shall report progress on the implementation of this chapter to the State Board, publish the data, and make it easily accessible for public viewing.

D. Beginning in 2020 and annually thereafter, the State Board of Education and the Superintendent will recognize schools, school staff, and local school systems that demonstrate the most significant advances in promoting equity and excellence.

### **Sec. 13a.01.06.9999. Administrative History**

Effective date: November 18, 2019 (46:23 Md. R. 1066)