

**Collective Bargaining Agreement for Licensed Personnel**

*between*

The Montgomery County Public Schools

*and*

The Montgomery County Education Association

*January 1, 2024, through December 31, 2025*

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## **Section I. PREAMBLE**

This Collective Bargaining Agreement (the “Agreement”) is entered into between the Montgomery County School Board (“School Board”) and the Montgomery County Education Association (“MCEA”), following the School Board’s adoption of the Collective Bargaining Resolution on April 5, 2023 (“CBR”; attached hereto as **Appendix A**) and the election and certification of MCEA on September 19, 2023, as the exclusive representative for Licensed Personnel (definition restated below). The School Board and the MCEA recognize that cooperative relations between the School Board and its employees protects the public interest, advances the mission of the School Board, assures orderly school operations, improves the work environment for employees, and enhances the quality of education for students. The School Board and the MCEA have been afforded the opportunity to put forth proposals and bargain in good faith. Both parties agree this Agreement expresses the results of their negotiations.

## **Section II. EXCLUSIVE RECOGNITION**

In accordance with Section 40.1-57.2 of the Code of Virginia, 1950 as amended, and the CBR, the School Board has recognized MCEA as the Exclusive Representative (as defined in the CBR) for the purpose of collective bargaining (as defined in the CBR) for all Licensed Personnel, regardless of their status as members of MCEA, as defined in the CBR and restated below as follows:

Non-administrative employees whose school employment requires a license from the Virginia Board of Education or Virginia Board of Health. This includes, but is not limited to, all teachers, school counselors, instructional specialists, librarians, instructional technology resource teachers, school psychologists, social workers, speech pathologists, and department chairs.

## **Section III. SUBJECTS OF COLLECTIVE BARGAINING AGREEMENT**

In accordance with Section 6.B.2 of the CBR, the following two topics were selected by the parties to constitute the subjects of negotiation for this Agreement: (a) hours and scheduling and (b) evaluation procedures. Nothing in this Agreement shall be construed as prohibiting the parties to return to collectively bargain over these same or additional subjects, pursuant to the CBR.

## **Section IV. MCEA MEMBERSHIP**

The parties agree that, pursuant to Virginia law, employees of the Bargaining Unit have the right, but are not required, to become members of MCEA as a condition of employment with the School Board.

## **Section V. DEFINITIONS**

This Agreement adopts the definitions found in the CBR for all capitalized terms except as otherwise noted. In the event of a conflict in meaning between the CBR and this Agreement, this Agreement shall control. For purposes of this Agreement, the following definitions shall apply:

- A.** “Administrator”: Includes building principals, directors, and MCPS School Board Office Administration.
- B.** “Duty-Free”: A period of time in which a Bargaining Unit employee is unencumbered from the duties of instructing or supervising students.
- C.** “Elementary Schools”: Includes the following schools:
  - 1. Auburn Elementary
  - 2. Belview Elementary
  - 3. Christiansburg Primary
  - 4. Christiansburg Elementary
  - 5. Eastern Montgomery Elementary
  - 6. Falling Branch Elementary
  - 7. Gilbert Linkous Elementary
  - 8. Harding Avenue Elementary
  - 9. Kipps Elementary
  - 10. Margaret Beeks Elementary
  - 11. Price’s Fork Elementary
- D.** “Emergency”: An unanticipated, unavoidable operational necessity or declared emergency requiring immediate action, and which shall include, without limitation, unexpected or last-minute staff and/or substitute shortages.
- E.** “Planning Period” and “Planning Time”: Pursuant to Va. Code § 22.1-291.1, and its accompanying regulations, 8 VAC 20-131-5 and 8 VAC 20-131-240(H), as amended, Planning Period means a segment of time in Secondary Schools (defined below) during the instructional day that is unencumbered of any teaching or supervisory duties. Planning Time means a segment of time for elementary teachers for planning during the student’s school week.
- F.** “School Day”: The period of time in each school commencing with the first bell and ending with the last bell.
- G.** “Secondary Schools”: Includes the following schools:
  - 1. Auburn Middle
  - 2. Blacksburg Middle
  - 3. Christiansburg Middle
  - 4. Shawsville Middle
  - 5. Auburn High
  - 6. Blacksburg High
  - 7. Christiansburg High

8. Eastern Montgomery High
9. Montgomery Central

H. “Workday”: The daily period of time in which a Bargaining Unit employee is expected to perform their work duties and obligations arising out of their individual contract of employment with the School Board, applicable School Board policies and procedures, and federal and state law.

## **Section VI. HOURS AND SCHEDULING**

### **A. Workday and School Day**

1. The School Day for teachers in all elementary schools will begin at 8:30 a.m. EST and end at 4:00 p.m. EST. The School Day for teachers in all secondary schools will begin at 7:30 a.m. EST and end at 3:00 p.m. EST.
2. The Workday for school psychologists does not necessarily have to coincide with the School Day and shall be flexible in terms of start and end times, as determined by an Administrator in coordination with the school psychologist; *provided that* school psychologists shall work at least 7.5 hours per Workday.
3. The Workday for school nurses shall be 7 hours during each School Day, inclusive of a 30-minute duty-free lunch.

### **B. Meetings and Events After the School Day**

1. During the months that school is in session for students, Licensed Personnel shall be required to attend no more than a total of 180 minutes of meetings scheduled outside of the School Day each month; however, in the event of an Emergency, more than 180 minutes per month may be required
2. Licensed Personnel shall be required to attend the following events at their assigned school each academic year:
  - a. Back-to-School Night;
  - b. Fall Teacher-Caregiver Conferences;
  - c. Spring Teacher-Caregiver Conferences; and
  - d. Two additional events outside of the School Day.

### **C. Planning Time/Planning Period**

Teachers shall have Planning Time/Planning Period each School Day with a minimum of 85 minutes in elementary schools and 80 minutes in secondary schools; *provided that*, teachers shall not be required to attend more than two (2) mandatory meetings per month during their Planning Time/Planning Period, except in the event of an Emergency.

#### **D. Lunch**

All Licensed Personnel shall receive a 30-minute Duty-Free lunch within their Workday. Administrators will make reasonable efforts to schedule the lunch break in consultation with Licensed Personnel and to honor a lunch break that falls at a reasonable time and is consistent from day-to-day, except in the event of an Emergency.

#### **E. Caseloads**

Administrators shall make reasonable efforts to prevent special education caseloads from exceeding twelve (12) students per special education teacher.

### **Section VII. EVALUATION PROCEDURES**

#### **A. Professional Goals**

Licensed Personnel shall have a maximum of two (2) professional goals each year established through the annual performance evaluation process as set forth in MCPS Policy 5-4.5. Teachers will have the autonomy to choose one professional goal that is applicable to their teaching assignment. The second goal shall be established jointly by the teacher and their Administrator.

#### **B. Professional Development**

Reasonable efforts shall be taken to permit teachers to choose their professional development courses, which shall be provided pursuant to MCPS Policy 5-4.4.

#### **C. Lesson Plans**

Teachers shall have the autonomy to establish their own lesson plan format except in the event their assigned school or the individual teacher is on a plan of improvement. In the event an improvement plan is in place, teachers will be required to turn in their lesson plans to their Administrator for approval on a weekly basis. Otherwise, where lesson plans are not regularly required to be submitted weekly, lesson plans shall be immediately available upon request by an Administrator.

### **Section VIII. APPROPRIATIONS**

The parties agree that the School Board shall appropriate funds sufficient to implement the terms of this Agreement; *provided that* in the event of insufficient appropriation and funding by

the Montgomery County Board of Supervisors or other external source of funding beyond the School Board's control, the School Board shall not be bound by the provision(s) of this Agreement that cannot be funded, and either party may reopen negotiations regarding such provision(s), which shall commence a new collective bargaining period pursuant to the CBR.

#### **Section IX. DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification by MCEA, approval by the School Board, and execution by MCEA and the School Board and shall commence on January 1, 2024, and continue in effect through December 31, 2025. Negotiations for a successor collectively bargained agreement and the continuation of this Agreement shall be governed by the CBR.

#### **Section X. WORK STOPPAGE**

Pursuant to Va. Code § 40.1-55, as amended, any employee who, for the purpose of obstructing, impeding, or suspending any activity or operation of the School Board, strikes or willfully refuses to perform the duties of their employment in concert with two (2) or more other employees shall be deemed to have terminated their employment and shall be ineligible for employment with the School Board for a twelve (12)-month period, during which time they shall also be ineligible from accessing the School Board's grievance procedure.

#### **Section XI. GRIEVANCE PROCEDURE**

A grievance under this Agreement is a complaint, dispute, or controversy in which it is claimed that the School Board has failed in an obligation under this Agreement and/or which involves the interpretation or application of this Agreement. Grievances related to the subject matter of this Agreement may be initiated by Licensed Personnel and/or MCEA and shall be resolved in accordance with the grievance procedures of the School Board, as set forth in Section 5 (*Personnel*), Article 6 (*Employee Discipline and Grievance Procedures*) of the School Board's personnel policies and procedures; *provided that* the parties further agree that MCEA shall not initiate any grievance concerning subject matter that otherwise arises under the School Board's personnel policies and procedures.

#### **Section XII. SEVERABILITY**

If any provision or any part of any provision of this Agreement shall for any reason be held illegal or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision, or part thereof, had never been contained herein, but only to the extent of its illegality or unenforceability.

**Section XIII. HEADINGS; RECITALS**

The headings of this Agreement are for the convenience of the parties only. The Preamble of this Agreement is hereby incorporated as if restated herein.

**Section XIV. ENTIRE AGREEMENT; MODIFICATION**

This Agreement constitutes the entire Agreement between the parties. This Agreement may not be modified in whole or in part, by deletion or addition to, except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date below their signatures.

**MONTGOMERY COUNTY SCHOOL BOARD, VIRGINIA**

**MONTGOMERY COUNTY EDUCATION ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_