

**Collective Bargaining Agreement for
School Support Professionals**

between

The Montgomery County Public Schools

and

The Montgomery County Education Association

July 1, 2025 through June 30, 2026

Table of Contents

Section I.	PREAMBLE	1
Section II.	EXCLUSIVE RECOGNITION.....	1
Section III.	SUBJECTS OF COLLECTIVE BARGAINING AGREEMENT	1
Section IV.	MCEA MEMBERSHIP	1
Section V.	HOURS AND SCHEDULING.....	1
Section VI.	HEALTH AND SAFETY	3
Section VII.	APPROPRIATIONS.....	4
Section VIII.	DURATION OF AGREEMENT.....	4
Section IX.	WORK STOPPAGE	4
Section X.	GRIEVANCE PROCEDURE	4
Section XI.	SEVERABILITY	5
Section XII.	HEADINGS; RECITALS.....	5
Section XIII.	ENTIRE AGREEMENT; MODIFICATION	5

Section I. PREAMBLE

This Collective Bargaining Agreement (“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 May 24, 2024 as the exclusive representative for School Support Professionals (definition restated below). The School Board and 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 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 School Support Professionals, regardless of their status as members of MCEA, as defined in the CBR and restated below as follows:

All employees except Administrative Personnel and Licensed Personnel, as those terms are defined in the CBR, and other employees expressly excluded from coverage of the CBR.

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) health and safety. 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 School Support Professionals Bargaining Unit (“Employees”) have the right, but are not required, to become members of MCEA as a condition of employment with the School Board.

Section V. HOURS AND SCHEDULING

A. Work Hours

1. Montgomery County Public Schools (“MCPS”) shall determine Employees’ work hours and shall notify Employees in writing, at the beginning of each work year, of the time they shall report to and end work each workday. This information shall be set forth

- in Employees' letter of appointment. MCPS shall make every reasonable effort to provide Employees with a consistent daily work schedule.
2. If Employee work hours need to be adjusted to accommodate operational needs, supervisors shall first seek volunteers within their worksite or department. In the absence of volunteers, work hours shall be adjusted in order of reverse seniority, with the work hours of the least senior Employee in the impacted job classification changed first.
 3. Work assignments communicated to Employees outside of work hours are to be performed during work hours. Employees are not to perform work outside of work hours without prior permission. Employees will be appropriately compensated for all hours worked.

B. Communication

1. Except in cases of emergency, Employees shall be provided advance notice of changes in daily work hours, including advance notice of changes made by a Supervisor to the assignments they are expected to perform within their work hours. Whenever possible, such notice shall include information or guidance that furthers an Employee's ability to complete a new assignment successfully. Supervisors shall strive to communicate such changes as soon as possible via email. Supervisors shall also endeavor to communicate such changes in person.
2. Building Administrators shall hold meetings with all Employees in their department for the purpose of discussing Employee schedules and the work assigned Employees. These department meetings shall be held during work hours, preferably on teacher workdays. The first meeting is expected to take place within the first two weeks of the school year and every quarter thereafter. Surveys should be used to solicit anonymous feedback before the meetings. The parties agree that determination and distribution of Employee assignments and schedules remain School Board rights under Section 2.B of the Resolution and that the purpose of these department meetings is to meet and confer on the topics of Employee schedules and assignments.

C. Tracking Compensatory Time

Consistent with School Board Policy 5-3.6, each worksite or department shall maintain written records of Employee compensatory time. Such records shall include amount of compensatory time earned, the date on which the time was earned, compensatory time used by Employees, the date on which the time was used, and Employees' compensatory time balance. Compensatory time records shall be kept in an editable format. All overtime/compensatory time earned and used shall be properly recorded on comp-time sheets and forwarded to the Department of Human Resources at the end of each month.

D. Annual Leave Accrual

Employees eligible for annual leave under School Board Policy 5-7.5 may carry over unused annual leave from year to year, up to a maximum of 36 days. If an Employee has already accumulated 36 days of annual leave, any additional days earned will be converted to sick leave, up to a maximum of 5 days per calendar year.

E. Meal Break

Full-time Employees shall be provided each workday a 30-minute, paid, duty-free meal break. Supervisors shall confer with Employees on a meal break schedule and every effort will be made to schedule meal breaks not before the mid-point of the workday.

Section VI. HEALTH AND SAFETY

A. Health and Safety Training

1. MCPS shall incorporate into the on-boarding process for new Employees training that includes health and safety matters, including student health and safety. The training should occur within an Employee's first two weeks of employment and shall be specific to the Employee's job duties and/or department.
2. Throughout the school year, MCPS shall offer Employees professional development opportunities on health and safety matters. Professional development opportunities and materials shall be prepared at the departmental level and shall be relevant to Employees' job duties. All Employees with duties that require access to MCPS financial records, including back-up bookkeepers, shall receive training on financial safety and security.
3. Employees may participate in asynchronous professional development courses related to health and safety remotely.
4. All professional development and training referenced in this provision must occur during work hours.

B. Job Descriptions and Expectations

The parties agree that clearly defined performance expectations and job descriptions promote and protect the safety and well-being of all within MCPS. Employees shall be provided a job description that comprehensively addresses their duties as to the health and safety of employees and students. At the departmental level, there shall be a performance evaluation template for all Employee job titles related to health and safety job duties. The template shall be shared with Employees and available for their review upon request.

C. Family Medical Leave

Subject to adherence with Employee's Obligations as set forth in School Board Policy 5-7.6, Section 4, all full-time bargaining unit Employees with at least 12 months of service to MCPS are eligible for Family Medical Leave, regardless of whether they have worked at least 1,250 hours in the twelve months preceding their leave, for the Employee's own

serious health condition or the serious health condition of the Employee's spouse, parent, or child as those terms are defined in the FMLA.

D. Proper Equipment

1. MCPS shall provide the equipment necessary to ensure Employee safety and health in the performance of their duties, including, when applicable, uniforms, clothing for work performed in inclement weather, and protective equipment when working with hazardous materials. Employees shall be provided replacement equipment if during the course of work-related assignments the equipment is damaged or over the course of time with normal wear and tear becomes out of compliance with safety regulations or standards.
2. Custodial Employees shall be provided cleaning supplies and equipment necessary to perform their duties in a timely and safe manner.

Section VII. 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 VIII. 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 July 1, 2025 and continue in effect through June 30, 2026. Negotiations for a successor collectively bargained agreement and the continuation of this Agreement shall be governed by the CBR.

Section IX. 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 X. 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 School Support Professionals 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: Support Staff*) 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 XI. 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 XII. 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 XIII. 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: _____