

**Collective Bargaining Agreement for  
Administrative Personnel**

*between*

The Montgomery County Public Schools

*and*

The Montgomery County Education Association

*January 1, 2025 through December 31, 2026*

## **Table of Contents**

## **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 September 19, 2023, as the exclusive representative for Administrative 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. Additionally, the School Board and MCEA recognize that Administrative Personnel are entrusted with independent decision-making and autonomous exercise of sound professional judgment regarding daily operations of Montgomery County Public Schools. The School Board is committed to providing comprehensive support to Administrative Personnel to help ensure their success. 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 Administrative Personnel, regardless of their status as members of MCEA, as defined in the CBR and restated below as follows:

Principals, assistant principals, heads of schools, chief officers, and supervisors who are required by their job description to have an endorsement issued by the Virginia Department of Education in administration and supervision preK-12 and who have authority to hire, suspend, layoff, recall, or discharge other employees or to effectively recommend such actions to the Superintendent and/or the Board. This unit shall not include the Superintendent, Assistant or Deputy Superintendents, or Directors.

## **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 Administrative Personnel 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. HOURS AND SCHEDULING**

##### **A. Work Day and School Day.**

1. *Secondary Administrators*: The Work Day for Administrative Personnel in all secondary schools will begin at 7:15 a.m. and end at 3:45 p.m. unless there are extenuating circumstances.
2. *Elementary Administrators*: The Work Day for Administrative Personnel in all elementary schools will begin at 8:00 a.m. and end at 4:30 p.m. unless there are extenuating circumstances.
3. *Non-School-Based Supervisors*: The Work Day for Administrative Personnel who are not school-based will begin at 8 a.m. and end at 5 p.m.
4. For the purposes of this Agreement, an “extenuating circumstance” is defined as an unanticipated need related to MCPS operations, administration, and/or education programs.

##### **B. Meetings.**

During the months that school is in session for students, every reasonable effort will be made so that Administrative Personnel will be required to attend no more than one off-site or out-of-building meeting per month. Any such meeting shall not exceed 240 minutes in length unless there are extenuating circumstances.

##### **C. After-School Events.**

During the months that school is in session for students, school-based Administrative Personnel will be required to attend a maximum of eight school events per month outside of the Work Day. Each Principal has discretion in deciding Administrative Personnel attendance at their school events, subject to the requirement that the presence of an administrator is required at most school events.

#### **D. E-Mail Reply.**

For e-mail communications to Administrative Personnel from the Superintendent, an Assistant or Deputy Superintendent, a Director (“School Board Office supervisor”), or any administrative assistant communicating on behalf of a School Board Office supervisor, Administrative Personnel are expected to respond via e-mail within 24 hours, if a response is warranted, as determined by the School Board Office supervisor. However, Administrative Personnel shall not be expected to reply outside of the Work Day. For all e-mail communications from a School Board Office supervisor received outside of the Work Day, Administrative Personnel are expected to send a response, if warranted, within the next Work Day. Administrative Personnel may, but shall not be expected to, reply to an e-mail communication from a School Board Office supervisor in fewer than 24 hours.

### **Section VI. EVALUATION PROCEDURES**

#### **A. Shared Decision-Making.**

Before implementing a school- or county-wide initiative that will be considered as part of the summative evaluations of Administrative Personnel, MCPS shall create an opportunity for feedback from such Administrative Personnel. Feedback shall be solicited, via means including but not limited to, survey, e-mail, and/or staff meetings. This process does not apply to initiatives required by federal or state law or regulation or emergency situations.

#### **B. Summative Evaluations.**

1. *Evaluator:* All Administrative Personnel summative evaluations shall be completed by assigned evaluators.
2. *Criteria:* In a summative evaluation, Administrative Personnel who are principals shall be evaluated only on the performance standards required by the Virginia Board of Education *Guidelines for Uniform Performance Standards and Evaluation Criteria for Principals*.
3. *Gathering Information; Sources of Information:* To complete a summative evaluation, an evaluator may conduct observations, site visits, and staff surveys and may rely upon objective measures of student progress and other relevant sources of data or documentary evidence.
4. *Right to Respond:* If Administrative Personnel disagree with any part of their summative evaluation, they may submit a written statement of disagreement. The statement will be reviewed by the evaluator and included in the summative evaluation record.

### **C. Staff Evaluation.**

For all non-probationary employees with five or more years of experience in their chain of command, Administrative Personnel shall have professional autonomy in determining applicable evaluations, provided that summative evaluations are required on an annual basis. Additional evaluations, including formal evaluations and walkthroughs, are at the discretion of Administrative Personnel, unless an employee is on a plan of improvement.

## **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 January 1, 2025, and continue in effect through December 31, 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 (i.e., Scheduling and Evaluation Procedures) may be initiated in accordance with Part II of the Procedure for Adjusting Grievances 8VAC20-90-10 *et seq.* as modified below; *provided that* the parties further agree that neither Administrative Personnel nor MCEA shall initiate

any grievance under this Section X concerning subject matter that otherwise arises under the School Board's personnel policies and procedures. The right of Administrative Personnel to file a grievance pursuant to Part III of the Procedure for Adjusting Grievances 8VAC20-90-10 *et seq.* is not altered by this Agreement.

Recognizing that grievances should begin and be settled promptly, a grievance must be initiated within 15 business days following either the event giving rise to the grievance, or within 15 business days following the time when the grievant knew or reasonably should have known of its occurrence. Grievances shall be processed as follows:

1. Step 1 – Informal. The first step shall be an informal conference between the grievant and the Superintendent/designee. The grievant shall state the nature of the grievance and the Superintendent/designee shall attempt to adjust the grievance. The informal conference will take place within 5 business days of the grievant's initiation of the grievance. It is mandatory that the grievant present the grievance informally prior to proceeding to Step 2.

2. Step 2 – Formal. If for any reason the grievance is not resolved informally in Step 1 to the satisfaction of the grievant, the grievant may appeal and must do so by filing a written grievance appeal on the required form within 15 business days following the event giving rise to the grievance, or within five business days after the Step 1 conference, whichever is later, specifying on the form the specific relief expected. Regardless of the outcome of Step 1, if a written grievance appeal is not, without just cause, filed within the specified time, the grievance will be barred.

A meeting shall be held between the Superintendent (or designee or both) and the grievant (or designee or both) within five business days of the receipt by the Superintendent of the written grievance. At such meeting the grievant or other party involved, or both, shall be entitled to present appropriate witnesses and to be accompanied by a representative other than an attorney. The Superintendent (or designee or both) shall respond in writing within five business days following such meeting.

The Superintendent/designee may forward to the grievant within five days from the receipt of the written grievance a written request for more specific information regarding the grievance. The grievant shall file an answer thereto within 10 business days, and the meeting must then be held within five business days thereafter. If the grievance is not resolved to the satisfaction of the grievant in Step 2, the grievant may request a decision by the School Board pursuant to Step 3.

3. Step 3 – Decision by the School Board.

a. If a grievant elects to request a decision by the School Board, they must notify the Superintendent in writing within five business days after receipt of the Step 2 decision or the due date thereof. Upon receipt of such notice, the Board may hold a hearing on the grievance, may elect to have the hearing conducted by a hearing officer appointed by the School Board consistent with the procedures in § 22.1-311 of the Code of Virginia, or may make its determination on the basis of the written evidence presented by the grievant and the recommendation of the Superintendent.

b. In any case in which the School Board elects to hold a hearing or elects to have a hearing officer conduct the hearing, the hearing shall be set within 30 days of the School Board's receipt of the notice required by subdivision 3(a) of this section (Step 3), and the grievant must be given at least 15 days' written notice of the date, time, and place of the hearing.

1. The grievant and the Superintendent may be represented by legal counsel or other representatives. The hearing shall be private, unless the grievant requests a public hearing. The School Board or the hearing officer, as the case may be, shall establish the rules for the conduct of the hearing. Such rules shall include the opportunity for the grievant and the Superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine witnesses. Witnesses may be questioned by the School Board or the hearing officer.
2. In the case of a hearing conducted by the School Board, the School Board's attorney, assistants, or representative, if they represented a participant in the prior proceedings, the grievant, the grievant's attorney or representative and, notwithstanding the provisions of § 22.1-69 of the Code of Virginia, the Superintendent shall be excluded from any executive session of the School Board that has as its purpose reaching a decision on the grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative, and the Superintendent, may join the School Board in executive session to assist in the writing of the decision.
3. A stenographic record or tape recording of the hearing shall be taken. However, the recording may be dispensed with entirely by mutual consent of the parties. If the recording is not dispensed with, the two parties shall share the cost of the

recording equally, and if either party requests a transcript, that party shall bear the expense of its preparation.

c. In the event of a hearing conducted by a hearing officer, the recommendation of the hearing officer shall be based exclusively upon the evidence presented at the hearing. Upon the hearing officer's own motion or upon application by either party to the grievance, the hearing officer may reopen the hearing for the purpose of hearing after-discovered evidence upon a finding of good cause by the hearing officer at any time before the recommendation is due. The hearing officer shall transmit a written recommendation and a record or recording of the hearing to the School Board as soon as practicable and no more than 10 business days after the hearing.

d. In the event of a hearing by a hearing officer, the School Board may make its decision upon the record or recording of such hearing or the School Board may elect to conduct a further hearing to receive additional evidence. The School Board must hold such further hearing as soon as practicable and must give written notice of the time and place of such further hearing to the Superintendent and the grievant within 10 business days after the Board received the record or recording of the initial hearing. The notice must specify each matter to be inquired into by the School Board. The School Board shall determine the procedure to be followed at such further hearing.

e. In the event of a hearing before the School Board, the School Board shall give the grievant its written decision as soon as practicable and no more than 30 days after the hearing. The decision of the School Board shall be reached after considering the evidence and information presented at the School Board hearing.

f. In the event of a hearing before a hearing officer followed by a further hearing by the School Board, the School Board shall give the grievant its written decision as soon as practicable and no more than 30 days after such further hearing. The decision of the School Board shall be reached after considering the record or recording of the initial hearing, the recommendations of the hearing officer, and the evidence and information presented at the further hearing before the School Board.

g. In the event of a hearing before a hearing officer in cases in which no further hearing is conducted by the School Board, the School Board shall give the grievant its written decision as soon as practicable and no more than 30 days after receiving the record or recording of the hearing. The decision of the School Board shall be reached after considering the record or recording of the hearing and the recommendations of the hearing officer.

h. The School Board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.

**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: \_\_\_\_\_