

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Montgomery County Public Schools (MCPS)**  
**and**  
**Montgomery County Education Association (MCEA)**  
**Regarding: Innovative School Year Calendar for 2021-2023**

Montgomery County Public Schools (MCPS) and the Montgomery County Education Association (MCEA) agree to adopt the FY22 school year calendar, and specifically agree to waive inconsistent provisions of the current negotiated Agreement between MCEA and the Board of Education of Montgomery County (BOE). The provisions afforded to below specifically refer to MCEA bargaining unit members who are in 10-month school-based positions (hereafter "teachers").

WHEREAS, MCPS applied for and was awarded a waiver to the 2016 Governor's executive order to MCPS on the number of student instructional days for Arcola and Roscoe Nix Elementary School; and

WHEREAS, in 2018, MCPS established an extended school year for students at Arcola and Roscoe Nix Elementary Schools; and

WHEREAS, 30 additional instructional days will be added to the work calendar for staff at these locations; and

WHEREAS, it is acknowledged that with additional instructional time, it will increase the responsibility for staff; and

WHEREAS, it is acknowledged that while research shows that additional instruction time is effective for student achievement, the work calendar associated with this shift might not be the best fit for all employees; and

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

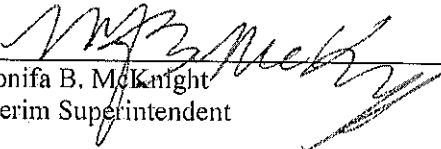
1. Teachers at schools implementing the innovative school year calendar will be paid at a rate consistent with the applicable Summer Supplemental Employment (SSE) rate and schedule for 30 student instructional days.
2. A stipend in the amount of \$3,000 will be paid to bargaining unit members who work the entire extended school year in schools with innovative school year calendars. The stipend will be paid in one payment of the full paycheck following the beginning of the innovative calendar schools' school year.
3. The stipend will be prorated based on the teacher's FTE allocation at an innovative school year calendar school.
4. In the event a bargaining unit member voluntarily leaves before the end of the school year, the unit member will be required to repay the prorated portion of the stipend based on the number of duty days. MCPS will work with the member to develop an appropriate payroll deduction repayment plan. Where desired, the MCEA unit member will be entitled to have a union representative present during all repayment discussions.
5. MCPS and MCEA agree that for the 2021-2022 school year, eligible 10-month bargaining unit members at the innovative school year calendar schools who complete their regular schedules between July 12, 2021, and August 20, 2021, will receive an additional premium equal to the amount and terms agreed to during the MCEA summer school impact bargaining (\$200/wk).

6. MCPS will provide the regular annual written salary notification process and will provide an explanation of the per diem to teachers at innovative school year calendar schools.
7. Title I, Part A Grant funded central office teacher-level staffing at each innovative school year calendar school will be reallocated through the Division of Title I and Early Childhood Programs and Services to enable the assignment of a 1.0 teacher-level position at each school. This position will support staff with the implementation and monitoring of innovative programming that supports critical thinking, inquiry based and problem solving skills across content areas.
8. MCPS will not require a two-year employment commitment for teachers at schools with an innovative school year calendar.
9. MCPS agrees that teachers currently assigned to schools with an innovative school year calendar will have the option of opting out of that school assignment for the following year, should the innovative calendar be continuing at this location in the subsequent school year. Requests by non-tenured teachers who wish to transfer from innovative school year calendar schools will be evaluated on a case by case basis. Staff who choose to opt out will be considered involuntary transfers and will be given priority placement status pursuant to Article 25 of the MCEA negotiated Agreement, provided they notify MCPS by the second Friday in April.
10. Teachers in the innovative school year calendar schools will be granted three (3) additional days of personal leave.
11. Additional sick leave will accrue for teachers at the rate of one day per every 20 days worked or prorated in proportion to time worked for regular part-time unit members in accordance with the current negotiated Agreement. As a result, teachers working in a school with an innovative school year calendar will earn more sick leave than peers in a traditional calendar school.
12. School allocations will be adjusted to address extended time and need for materials, this includes an enhanced plan for innovative school year calendar schools to leverage the CopyPlus services.
13. Up to five (5) Summer Supplemental Employment (SSE) days will be available for designated bargaining unit members (staff development teachers, counselors, reading specialists, media specialists, and grade-level team leaders) and must be coordinated with each school's administration in determining scheduling their use.
14. The parties agree that sufficient staffing will be allocated for the instructional programming and student supervision. Further, the parties agree that in accordance with the negotiated Agreement MCEA unit members may be required to do certain student supervision duties during their workday; and with the exception of the Maryland Meals for Achievement (MMFA) program, unit members will not be required to perform breakfast, lunch, or lunchtime recess duties. However, unit members may on a voluntary or emergency basis provide coverage during these times.
15. MCPS and MCEA both agree that a joint implementation committee will meet six times per school year beginning in early August (adding additional meeting times as the committee agrees is appropriate) to assess the effectiveness of the program and opportunities for improvement. The implementation committee will be established and composed of SEIU, MCEA, and MCAAP bargaining unit members from the innovative school year calendar schools, along with appropriate MCPS central services representatives.
16. Proposed changes to the parties' collective bargaining agreement, or the working conditions of teachers, are subject to impact bargaining and are to be negotiated between MCEA and MCPS.

17. Consistent with existing practice, MCPS agrees to engage MCEA in bargaining related to applicable benefits negotiated with other units.
18. MCPS and MCEA both affirm that all existing contractual agreements, not in conflict with these provisions, will remain in effect.
19. This agreement shall be enforceable under the grievance and arbitration provisions contained in the current collective bargaining agreement between the parties.
20. This agreement shall remain in effect through the 2022 - 2023 school year. Either party may reopen this agreement as part of the contract and compensation reopener negotiations during FY 2022 including reviewing compensation and incentives for bargaining unit members in the two innovative calendar schools, with the understanding that, unless incorporated or otherwise addressed in the subsequently ratified contract, the provisions shall have no force or effect after the end of the 2022-2023 school year. The agreement to waive these provisions may be extended by mutual agreement of MCPS and MCEA.

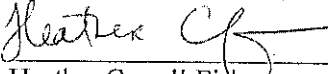
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN THE STATE OF MARYLAND UPON THE DATE INDICATED BELOW:

For Montgomery County Public Schools

  
\_\_\_\_\_  
Monifa B. McKnight  
Interim Superintendent

6-3-21  
Date

For Montgomery County Education Association

  
\_\_\_\_\_  
Heather Carroll-Fisher  
Executive Director

6-14-2021  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Montgomery County Public Schools (MCPS)**

**and**

**Montgomery County Education Association (MCEA)**

**Regarding: Innovative School Year Calendar for 2021-2023—COVID-19 ADDENDUM**

Montgomery County Public Schools (MCPS) and the Montgomery County Education Association (MCEA) agreed to adopt the FY2022 school year calendar, and specifically agreed to waive inconsistent provisions of the current negotiated Agreement between MCEA and the Board of Education of Montgomery County (BOE). The adopted calendar includes 30 additional instructional days to establish an extended school year for students at Arcola and Rosco Nix elementary schools.


The parties agree to this Addendum regarding health and safety protocols is expressly made for additional instructional days over the summer and in consideration of the ongoing impacts of COVID-19 along with the expectation that teaching and learning resume in-person, in-building for the 2021–2022 school year in all schools, including the innovative calendar schools.

1. MCPS will be guided by the health and safety guidelines and standard operating procedures set forth in the most current version of the CDC “Health & Safety Guide: Operation Procedures, Guidelines, and Best Practices,” the “Maryland Together: Maryland’s Recovery Plan for Education,” and Guidance from the Chief Health Officer of Montgomery County Maryland.
2. The parties will continue to observe protocols outlined in the February and April 2021 MCEA and Multi-Union MOUs, except where superseded by updated guidance from the above referenced federal, state, and local authorities.

This Addendum to the Innovative School Year Calendar MOU shall remain in effect from July 12, 2021, through August 20, 2021. Following this time period, the Nix and Arcola elementary schools will follow COVID-19 related health and safety guidance that is established for all schools for the 2021-2022 school year.

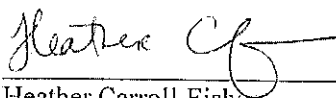
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