

## MEMORANDUM OF UNDERSTANDING

Between Montgomery County Public Schools  
And Montgomery County Education Association (MCEA)

Regarding: **Virtual Academy** For the 2021-2022 School Year

This Memorandum of Understanding is made by and between the Montgomery County Public Schools (MCPS) and Montgomery County Education Association (MCEA), referred to collectively as "the Parties," effective July 1, 2021, and is to be considered an Addendum to the Negotiated Agreement for School Years 2021 – 2022.

Montgomery County Public Schools and Montgomery County Education Association have engaged in negotiations over the impact of the establishment of the Virtual Academy.

It is the intent of the parties that the Virtual Academy be primarily staffed with full-time educators and that except for emergency and unforeseen conditions, there will be no subcontracting of work that can be effectively performed by available unit members. The CBA shall apply on scope of duties, unit definition, caseloads for special education and ESOL teachers.

### **Terms:**

#### **1. Teacher duty day:**

- a. In elementary and middle schools the teacher duty day will be the standard 7 hours plus a scheduled duty free lunch period of at least 30 minutes and an additional unscheduled hour. This is consistent with the negotiated agreement.
- b. For high schools there will be three blocks of 3.5 hours scheduled. A full-time assignment for a teacher will be two of the three blocks every day plus the additional unscheduled hour. An educator's thirty (30) minute duty-free lunch period shall occur between blocks.

#### **2. High School Schedule for Virtual Academy**

The scheduling and assignments for high schools will assure that class load and individually managed and collaborative planning time are equivalent to the terms of Article 17, Schedules and Workload, Section F, Secondary School Schedules, Subsection 1 of the Negotiated Agreement. During a typical week the school schedule will provide for 450 minutes of planning time, a minimum of fifty percent (50%) of which will, during the student day, be individually managed. The remaining time may be available for the work of teams/departments, including instructionally related activities with students. This is in addition to the five hours per week of unscheduled time under the contract.


#### **3. Initial Staffing of Virtual Academy**

- a. Timelines established in the CBA and the Teacher Staffing Calendar will apply.
- b. No more than one staff member may be taken from any grade level (elementary), team or department at any individual school.
- c. The maximum number of unit members selected from any individual school will be:
  - 1) 2 from any school designated as "most poverty impacted"

- 2) Elementary schools – based on student enrollment
  - i. Less than 350 students 3
  - ii. 351 – 575 students 4
  - iii. 576 or more students 5
- 3) Middle schools – based on student enrollment
  - i. Less than 650 students 3
  - ii. 651 – 950 students 5
  - iii. 951 or more students 6
- 4) High schools – based on student enrollment
  - i. Less than 1,850 students 5
  - ii. 1,851 – 2,500 students 6
  - iii. 2,501 or more students 7


- 4. Staff will be asked to report, in-person, for various Virtual Academy functions during the year. Notice at least twenty-four (24) hours will be given whenever possible.
- 5. Staff working remotely from their homes will ensure that there is appropriate provision made for any other members of the household to allow for teaching to remain their priority.
- 6. MCPS will provide the communication facilities necessary for teachers to interact with students and families.
- 7. MCPS will provide teacher-issued technology (laptops or chromebooks, document camera) to all teachers and will provide mobile hotspots as needed to support connectivity issues for teachers not working from an MCPS location. If connectivity issues are not resolved with the provided mobile hotspot, the teacher may need to report to an MCPS location in order to complete their teaching work.
- 8. Unit members who volunteer to teach additional classes beyond the teacher duty day defined above will be paid at their hourly rate (annual salary divided by 1560, the number of hours paid in a 195-day school year. This is consistent with the negotiated agreement. The time calculation for such work will be the actual teaching time plus 20% for planning time.
- 9. This MOU expires June 30, 2022. During the 2022 school year the parties will negotiate any issues specific to the Virtual Academy as part of regular negotiations for a successor Agreement.

For Montgomery County Public Schools:

  
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 Monifa B. McKnight, Ed.D.  
 Interim Superintendent of Schools

Date: 06/23/2021

For MCEA:

  
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 Heather Carroll-Fischer  
 Montgomery County Education Association

Date: 06.25.2021