

**Memorandum of Understanding
between
Montgomery County Public Schools
and
Montgomery County Education Association**

Regarding: FY2026 Central Office Reorganization.

WHEREAS MCPS has eliminated 95.5 FTEs, and created 124 new FTEs (as of January 26, 2025); and

WHEREAS MCPS has established Cross-Functional Teams (CFTs) to support schools, educators and students; and

WHEREAS the effectiveness of CFTs is dependent on structured collaboration with schools to assess and address school needs; and

WHEREAS MCPS and MCEA recognize the importance of clear communication, professional learning, workload balance, and equitable access to resources for all impacted MCEA unit members; and

WHEREAS MCPS and MCEA seek to promote transparency, equity, and collaboration in decision-making related to CFTs;

NOW THEREFORE, the parties agree as follows:

1. **Duration.** This Memorandum of Understanding (MOU) shall be effective on the date all parties have signed the MOU and shall expire on June 30th, 2026.
2. **Cross-Functional Teams (CFTs)**
 - a. **Guiding Principles.** Equity, transparency and collaboration shall be guiding principles in the work of CFTs, as articulated by the tenants of Facilitative Leadership.
 - b. **Workspace and Supplies.** MCPS shall ensure that MCEA unit members on CFTs have a dedicated workspace at each school location or a designated workspace at a central office location to support their work. Each workspace shall include access to necessary supplies and printing resources to effectively carry out their responsibilities. The workspace at the school or central office location may be a shared space.
 - c. **CFT Assignments.** During preservice week, all school staff shall receive information about their assigned CFT and central office division points of contact and a detailed outline of CFT areas of support.

d. Communication.

- i. MCPS shall ensure alignment of messaging, priorities, and directives within CFTs, across CFTs, between CFTs and other central office-based groups and between CFTs and schools.
- ii. MCPS shall ensure a communication path exists between CFTs, elementary and secondary schools, special schools, discrete services, related student support services, and remaining divisions in central office.

e. Time Sensitive Needs. MCPS and MCEA recognize that staff may need to prioritize cases of student crises, urgent needs, or other time sensitive matters over attending CFT meetings, and shall have the flexibility to do so. Such cases include and are not limited to court dates for truancy, due process hearings, manifestation meetings, mediations, expulsion hearings, IEP meetings, and administrative review meetings. If staff are unable to attend part or all of a CFT meeting for such reasons, they will inform the CFT director at the time the scheduled conflict is made known.

f. School-Level Input. Identifying school needs shall be a collaborative process between individual schools and CFTs, ensuring school-level input in the implementation of CFT support. In accordance with Article 9 B. 3., the Instructional Leadership Team (ILT) is recognized as the school's decision-making body in collaboration with the principal. All stakeholders of the CFTs, including central office division and school leadership, share responsibility for ensuring that collaborative decision-making is transparent, data-driven, and aligned with the district goals.

g. Supervision for CFTs. All members of the CFTs are accountable to the School Leadership Director while being supervised and evaluated by a subject-matter expert supervisor. This dual-reporting structure ensures alignment between school-based priorities and system-wide instructional initiatives, fostering effective collaboration between school and central office leaderships.

3. Collaboration

a. Staff Well-Being. MCPS shall prioritize transparent communication, timely decision-making, and staff well-being in any transitions. Transition refers to moving from one job to another or implementing operational changes due to reorganization, including those resulting from position reductions within existing central office divisions.

b. Feedback Mechanism. MCPS shall work with MCEA through the Operations and Contract Administration Labor Management Committee (LMC) to develop a structured feedback mechanism to assess and improve CFT collaboration with and impact on schools and other central office divisions throughout the 2025-2026 academic year.

4. Professional Learning

- a. **Professional Leave.** MCPS shall provide professional leave for required professional learning in SY2024-2025 to all 10-month MCEA unit members transitioning to 12-month positions.
- b. **Tier 1 Rate.** Any required CFT-related professional learning that occurs outside of the duty day for MCEA unit members shall be compensated at the Tier 1 rate, as outlined in Article 22 I of the MCEA-MCPS Collective Bargaining Agreement (CBA).
- c. **Summer Training.** All affected 12-month unit members shall be notified by May 9, 2025, of any professional learning responsibilities scheduled for summer 2025.
- d. **Leave Approvals.** All previously approved leave shall be honored, regardless of any change in supervisor. Leave requests submitted by impacted 12-month unit members after the announcement of training dates shall not be unreasonably denied. It's the responsibility of the employee to inform the new supervisor of preapproved leave.

5. **Workload Balance**

- a. **Workload Equity.** MCPS shall ensure that MCEA unit members affected by the central office reorganization have a workload that is commensurate with their allocation.
- b. **Workload Prioritization.** MCPS supervisors shall have the first meeting with affected MCEA unit members on CFTs by May 9, 2025, to notify them of projected caseloads, discuss workload prioritization, and clarify the distribution of responsibilities. MCPS supervisors shall prioritize communication with impacted unit members remaining in central services divisions by June 1, 2025. Beyond June 1, 2025, MCPS supervisors shall prioritize ongoing collaboration with impacted unit members remaining in central services divisions regarding workload priorities and distribution of responsibilities.
- c. **Staffing Transitions.** MCPS will meet with current MCEA unit members in central services divisions that are experiencing reductions in staff to support an effective transition with minimal operational disruption in order to limit the impact on support for students.

6. **Early Retirement Incentive.** By June 2025, the joint Labor Management Collaboration Committee will discuss potential early retirement options and incentives for impacted members eligible for retirement within the 2025-2026 academic year.

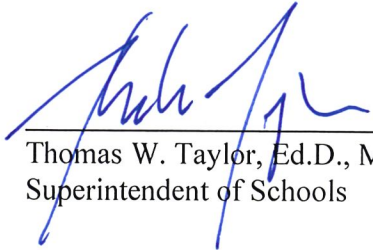
7. **Non-Precedential.** The provisions of this MOU reflect agreements that have been reached by the parties as a result of unique and temporary circumstances and will not be regarded by either party as constituting past practice or setting precedents for any other purpose.

8. **Relation to Negotiated Agreements.** The provisions of this MOU are not intended by the parties to become a part of the current respective collective bargaining agreement. Except as otherwise expressly stated in this MOU, all provisions of the current collective bargaining agreement between the parties shall continue in effect during the period that all or any portion of this MOU remains in effect.
9. **Disputes.** Any disputes regarding the provisions of this MOU shall be subject to the grievance and arbitration provisions set forth in the current collective bargaining agreements between the Parties.

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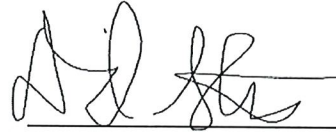
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN THE STATE OF MARYLAND UPON THE DATE INDICATED BELOW:

For Montgomery County Public Schools:



Thomas W. Taylor, Ed.D., M.B.A. Date
Superintendent of Schools 4.2.2025

For Montgomery County Education Association:



David Stein Date
President 03-25-2025