MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTGOMERY COUNTY PUBLIC SCHOOLS
AND
MONTGOMERY COUNTY EDUCATION ASSOCIATION

Regarding: Virtual Academy For the 2022-2023 School Year

This Memorandum of Understanding is made by and between the Montgomery County Public Schools (MCPS) and Montgomery County Education Association (MCEA) The parties, having engaged in good faith negotiations over working conditions at the Montgomery Virtual Academy (MVA), agree as follows:

1. **Intention.** The parties’ intent is that the MVA be primarily staffed with full-time educators and that except for emergency conditions there will be no subcontracting of work that can be effectively performed by available unit members. The negotiated Agreement shall apply on scope of duties, unit definition, caseloads for special education and ESOL teachers.

2. **Duration.** This MOU shall be effective on the date all parties have signed the MOU and shall expire on June 16, 2023 or on the last day of school for students, whichever comes later.

3. **Teacher Duty Day.** Schedule, and Assignment. Article 17, Schedules and Workload, of the negotiated Agreement shall apply to the teacher duty day, the schedule, and assignment for teachers working at the MVA. This shall include the standard 7-hour day, the 30-minute duty free lunch, and the allocation of planning time.

4. **In-Person Obligations.** Staff will be asked to report, in-person, for various MVA functions during the year. At least seven (7) days’ notice will be given, except where circumstances require that the staff member report for an in-person function on less than seven (7) days’ notice, in which case MCPS will give as much notice as possible.

5. **Remote Location Expectations.** 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. **Technology.** MCPS will provide a physical location at an MCPS space for any staff who needs access to reliable internet, technology, and phone communication with students and parents. MCPS will provide technology (laptops or Chromebooks, document camera) to all educators so that educators are able to complete their responsibilities from a remote location. This may include mobile hotspots as needed to support connectivity issues for educators not working from an MCPS location. If connectivity issues are not resolved with the provided mobile hotspot, the educator may report to an MCPS location,
which may include a local school if space is available or another suitable location (such as a public library) in order to complete their work. The decision as to whether an educator should report to an MCPS or other suitable location to complete their work is not intended to take away the ability to work remotely, but to ensure that the work can be completed, and shall be made in consultation with the MVA administration to identify an appropriate space.

7. **Additional Classes.** 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.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the dates indicated below.

For Montgomery County Public Schools:  

![Signature]

Monifa B. McKnight  
Superintendent of Schools  
3.2.2023

For Montgomery County Education Association:

![Signature]

Heather Carroll-Fisher  
Executive Director  
01-24-2023