

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

**Regarding: FY2025 Montgomery Virtual Academy (MVA) Closure and
Staff Development Teacher (SDT) Full-Time Equivalent (FTE) Modifications.**

WHEREAS, the June 11, 2024 decision to close the Montgomery Virtual Academy impeded the remaining staff's opportunity to apply for and earn new positions; and

WHEREAS Montgomery County Public Schools (MCPS) reduced Middle and High School SDT allocations by 0.4 FTE; and

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 the first day of Preservice 2026.

2. MVA Closure

a. Accumulated Sick Leave Payout. Any unit member assigned to work at the MVA who chooses to resign or retire within 60 days of being notified of the MVA closure shall receive a 35% sick leave payout. If the employee had previously received a 20% sick leave payout, they will receive an additional 15% payout under this Understanding, provided that they notified ERSC of their intent to retire or resign within the 60-day period.

b. Resignation Without Prejudice. Any unit member assigned to work at the MVA who resigned within 60 days of the date they were notified of the MVA closure shall have their resignation accepted without prejudice.

c. SSE Days and Supplements. Unit members in a position with SSE days assigned to work at MVA in SY23-24 who did not secure a position with SSE days before July 1, 2025, will be allowed to work their allotted SSE days from July 1, 2025, to the last duty day before preservice to support their school program or a related curriculum area in which they have expertise. Unit members assigned to work at MVA in SY23-24 will receive for one (1) year the supplement associated with their position at the MVA in SY23-24 (as described in Article 21 of the MCEA-MCPS CBA).

3. New Program for Medically Fragile Students: Enhanced Virtual / Blended Learning Program

a. First Right of Refusal. Any unit members assigned to work at MVA in SY23-24 who were involuntarily transferred as a result of the closure of MVA will have the first right of refusal to fill similar (comparable responsibilities, qualifications, job functions, and format of the work environment, i.e., virtual or hybrid), newly created positions if they wish to do so, provided they are qualified to fill the position.

b. Design Team. MCPS shall include MCEA on the design team for this new program and shall open impact bargaining over the working conditions of unit members.

4. Staff Development FTE Modification

a. Workload Balance. MCPS administration will meet with High School and Middle School Staff development teachers by the end of the first quarter of SY24-25 to review their job duties and responsibilities in light of reductions in SSE days and current course load. Administrators shall ensure that the SDT workload is commensurate with the allocation. MCPS will notify MCEA when all meetings have been completed, with the goal of finishing by the end of the first quarter.

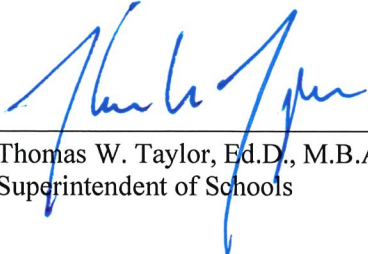
b. Summer Days. Staff Development Teachers whose allocations were reduced by .4 in FY 24 due to budget constraints in May of 2024 will be offered the opportunity to work 6 additional days prior to the end of the FY25 fiscal year. Staff who worked the previously allotted additional days may request payment for days worked this summer through the Department of Labor Relations, and with principal verification of time worked.

5. MCEA agrees to withdraw Grievance 2024gr1051.
6. The provisions of this MOU are only effective for the durations outlined above and are not intended to become part of the current collective bargaining agreements.
7. The provisions reflect agreements reached due to unique and temporary circumstances. They are not considered past practices or precedents for any future purposes.
8. Unless explicitly stated otherwise in this MOU, all provisions of the current collective bargaining agreements, will remain in effect during the period any portion of this MOU is active.
9. Any disputes regarding this MOU will be subject to the grievance and arbitration provisions in the current collective bargaining agreements.

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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



Thomas W. Taylor, Ed.D., M.B.A. Date
Superintendent of Schools 10-23-2024

For Montgomery County Education Association



Heather Carroll-Fisher Date
Executive Director 10-9-2024