

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE PICKERINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**  
**AND**  
**THE PICKERINGTON EDUCATION ASSOCIATION**

This Memorandum of Understanding (“MOU”) is made by and between the Pickerington Local School District Board of Education (the “Board”) and the Pickerington Education Association (the “Association”) (collectively “the Parties”).

**WHEREAS**, the Board and the Association are currently parties to a collective bargaining agreement (“Agreement”); and

**WHEREAS**, the Parties wish to memorialize the agreements and understandings regarding the Virtual Learning Academy (VLA) for the 2022-2023 school year; and

**WHEREAS**, the Parties wish to memorialize their agreements and understandings on this matter into this MOU;

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The system for student learning and instruction within the Virtual Learning Academy (VLA) during the 2022-2023 school year shall follow the plan adopted by the Pickerington Schools Board of Education.
2. All current and newly created certified positions assigned to the VLA shall be part of the PEA bargaining unit. For purposes of this MOU and the CBA, the VLA shall be considered a building.
3. Bargaining Unit Teachers assigned to the VLA shall have a job description and shall be newly trained, or provided refresher training, whichever is applicable, on the online learning program no later than August 15, 2022.
4. Bargaining Unit Teachers assigned to the VLA will not be required to work more than their contractual eight (8) hours each day (including a duty-free 30-minute lunch break) and will be assigned specific SPT (Structures Professional Time) and PPT (Professional Planning Time) time. Any variation of the above requirement shall be approved by the VLA building coordinator.
5. Students enrolled in the VLA shall be counted as part of the assigned Bargaining Unit VLA Teacher of record’s roster. There shall be a maximum of seventy (70) VLA pupils assigned to each Bargaining Unit VLA teacher of record’s roster.
6. Bargaining Unit Teachers assigned to grades 1-6 of the VLA shall not be required to manage or instruct in-person students.

7. Teachers of online courses shall have one period during the student school day for monitoring student progress, providing students with feedback, and conducting student-to-teacher meetings that may be required.
8. Upon expiration of this MOU, the Association does not waive any right to claim providing and planning all direct instruction to VLA students as exclusive bargaining unit work.
9. This MOU shall not create precedent or past-practice regarding the Class Size provisions of Article 41 and/or the interpretation or application of any other provision of the Agreement.
10. This MOU contains the entire agreement between the Parties as to the matters set forth herein. There are no other understandings or agreements between the Parties in relation thereto, oral or otherwise, except as expressly set forth herein.
11. All other terms and provisions set forth in the 2021-2023 collective bargaining agreement shall remain in effect through June 30, 2023 unless modified, in writing, by mutual agreement of the parties.
12. This MOU shall be deemed effective immediately upon execution by the parties and shall expire on June 30, 2023.

**SO AGREED:**

Pickerington Education Association

Pickerington Local School District

Board of Education

Read Harris                      8/15/2022  
PEA President                      Date

Chris P.                              8/16/22  
Superintendent                      Date