

MEMORANDUM OF UNDERSTANDING
Between Montgomery County Public Schools
And
Montgomery County Education Association (Association)
Regarding: COVID-19 Recovery Plan for Education
2020-2021 School Year

This Memorandum of Understanding (MOU) is made by and between the Montgomery County Public Schools (MCPS) and Montgomery County Education Association (Association) referred to collectively as “the Parties,” effective as of the date of signature by the Parties until June 16, 2021, or whenever a state or local order, or other governing legal requirement causes MCPS to shift to a model other than virtual or blended virtual and in-school learning, whichever comes first.

Montgomery County Public Schools and MCEA have engaged in negotiations over the impacts to bargaining unit employees resulting from guidance from the Montgomery County Health Officer on health and safety concerns regarding Coronavirus (COVID-19), including the risk of viral infection, and the implications for in-building school operations. MCPS and MCEA have an ongoing commitment to ensuring that all employees are working in a safe and healthful environment, where the safety and well-being of employees and the students they serve are always the first priority.

1. MCPS agrees to the identification of site-based safety committees at all MCPS work sites, to provide guidance and support to practices necessary to minimize risk to employees and students. The parties (MCPS and the three employee unions) further agree to work collaboratively to define the specifics of the membership, scope of work and operating expectations of this committee. An existing decision-making group may be used for this purpose. Membership may vary from site to site; however, it is imperative that it is inclusive of representation from all applicable bargaining units chosen by the unit employees at the site. An existing group may be expanded through addition of up to three representatives of a bargaining unit not already having that many members of the group for consideration of safety committee issues. Such specifics shall be jointly determined by the parties beginning upon ratification of this MOU and concluding no later than two (2) weeks following the first day students begin receiving instruction based in school buildings. Should an unresolved dispute arise within a site-based safety committee the concerned party may advance the issue to OEELR who will involve the appropriate Union representative(s) and central office administrator(s) in attempting to resolve the dispute. Whenever possible, a meeting will be held within two business days and the matter resolved within three business days. If it is not resolved within the above timeframe, it will be advanced to the Superintendent’s designee for resolution.
2. Employees who reasonably believe that their health and safety is in jeopardy should report their concerns to their supervisor. Nothing in this Agreement will interfere with an employee’s statutory rights guaranteed under the Maryland Occupational Safety and Health (“MOSH”) and Occupational Safety and Health Act (“OSHA”) in the event the employee believes the Board has failed to maintain a safe and healthy working environment. Both parties are interested in having situations where the spread of COVID is a risk be reported promptly.
3. The Board will require that every worksite and school, as well as all employees, adhere to the health and safety guidelines and standard operating procedures set forth in the most current version of the CDC “Health & Safety Guide: Operation Procedures, Guidelines, and Best Practices,” the “Maryland Together: Maryland’s Recovery Plan for Education,” and Guidance from the Chief Health Officer of Montgomery County Maryland. This may include modifications or adjustments in subject areas such as band, chorus, and physical education, where local administration will work with the teacher(s) and other appropriate parties to minimize risk of infection.

4. MCPS will provide unusual and imperative leave with pay for employees to receive the required COVID vaccinations if it is necessary for this to occur during the normal workday. MCPS will work with MCEA to identify and communicate existing COVID testing providers and seek quality testing at lowest cost to MCPS employees.
5. Upon arrival to any MCPS facility or building, all individuals and employees shall be required to sign-in for the purposes of contact tracing. The site-based safety committees will determine the appropriate location for entry and/or sign-in.
6. MCEA unit members will not be asked to monitor medical areas.
7. There shall be a designated administrator to serve as a point of contact for employees to self-report if they have symptoms of coronavirus, been diagnosed with coronavirus, are waiting for test results, or were exposed to someone with coronavirus within the last 14 days.
8. In the event a student or staff member has received a positive COVID-19 test result, but has never exhibited symptoms, the student or staff member may return to the school building 14 days after the initial positive test, unless local health guidance standards are revised to indicate otherwise.
9. In the event a student or staff member who was exhibiting symptoms of COVID-19 receives a negative test result or other alternative diagnosis, the employee may return to work once fever-free for 24 hours without the use of fever-reducing medication or the employee is no longer exhibiting any other symptoms without the use of medication for 24 hours.
10. MCPS agrees that if a person with a confirmed case of COVID-19 has entered a school, MCPS will follow the directives of the DHHS in regard to mitigation measures, staff quarantine and communication to the school community, including staff.
11. After a confirmed case of COVID-19, the board agrees that if a person with a confirmed case of COVID-19 has entered a school, MCPS will follow the directives of the DHHS in regard to mitigation measures.
12. The Board shall require and clearly communicate that face coverings must be used by all persons in the school building. Additionally, the Board shall:
 - a. Maintain a supply of face coverings and replace coverings when they become worn or need to be cleaned.
 - b. Provide all visitors entering the building with a disposable mask, if they do not have one.
 - c. Train staff and students on how to use, safely store, and when and how to clean or replace PPE.

13. Buildings

MCPS shall address ventilation and filtration systems to maximize/enhance indoor air quality standards within each teaching space. In doing so, the Board shall consider or address the following areas:

- a. Review each building and each HVAC system from maximizing ventilation and increasing filtration within existing systems.
- b. Improve central air and teaching space filtration in existing systems where possible.
- c. Consider running the HVAC system at maximum outside airflow for 2 hours before and after a building or school is occupied.

- d. Use of portable high efficiency particulate air (HEPA) fan/filtration systems to enhance air cleaning.
- e. Modify the control system to maximize and modify air flow.
- f. Consider possible or partials building closures, when equipment is not functioning as intended.

For members working in non-teaching spaces, if their work can be done remotely, the employee will have the option to work virtually. If their work cannot be done remotely, the Board will secure a workspace that complies with the principles outlined above.

- 14. The Board shall provide staff involved in cleaning/disinfecting required PPE per CDC guidelines and provide training on the use, storage, and disposal. Any cleaning product provided meets OSHA/MOSH/CDC standards for use in schools.
- 15. MCPS will provide sufficient soap and hand sanitizer in schools to meet the health and safety guidance on hand washing and sanitization from the CDC & MSDE guidelines.
- 16. MCPS shall turn off water fountains. Water filling stations shall remain on. In schools where they do not have water filling stations, water cooler stations will be provided. Staff and students shall be encouraged to bring their own.
- 17. MCPS will provide each classroom with cleaning supplies for employees to clean handhelds/wearables or other work tools and equipment or surfaces before/after use. Any cleaning product provided will meet the most current EPA standards for use in schools.
- 18. The Board agrees that all staff will be trained on new health and safety protocols and the proper use/re-use and storage of PPE prior to the start of any in-person instruction so they can model use for students and instruct students on how to properly follow health and safety protocol.
- 19. The parties agree that if a staff member has been directed to quarantine, the staff member shall notify the designated administrator and the staff member shall be reassigned to a remote position. If remote work is not possible, they shall be granted unusual and imperative leave with pay.
- 20. The parties share an interest in not having staff unnecessarily in the building. Educators who are predominantly providing virtual instruction will not normally be expected to report to a physical worksite other than as needed for essential functions that may not involve virtual instruction. Should a unit member be expected to report to the physical worksite for an essential function that does not require full workday, arrangements may be made between the unit member and the appropriate supervisor for the member to work remotely for the part of the day that does not need to be on-site. In such situations, the travel time between on-site and off-site locations will not be counted as part of the employees' regular workday.
- 21. Unit members who have been informed by Federal, State, or Local officials, DHHS or MCPS that they have been directly exposed to COVID should inform a supervisor and follow quarantine protocols, which may include a switch to remote work.
- 22. In the event that FFCRA is not reauthorized, or an alternative put in place, and/or if the employee's quarantine and recovery period extends beyond the 80 hours allocated under FFCRA, the employee shall be granted unusual and imperative leave with pay for the duration of their quarantine and isolation. MCPS shall grant unusual and imperative leave with pay to accommodate members of staff who test positive or whose family members test positive for COVID-19. Unusual and imperative leave with pay shall be available for:

- a. Those who are subject to Federal, State, or Local quarantine or isolation orders related to COVID-19
- b. Those who care for or live with a person that has been subject to federal, state, or local quarantine orders related to COVID-19 or has been advised to self-quarantine.
- c. Those advised by a healthcare provider to self-quarantine due to COVID-19.
- d. Those individuals who are experiencing COVID-19 symptoms and are seeking a medical diagnosis.
- e. Those who must care for a child whose school or place of care is unexpectedly shut down, or care provider is unavailable, for reasons related to COVID-19.
- f. Those that are going to get tested, due to symptoms, for COVID-19.
- g. Staff who test positive for COVID-19
- h. Staff who are providing care for someone who has tested positive for COVID-19.

MCPS reserves the right to revisit use of unusual and imperative leave, should, through contact tracing, it be determined that the individual has exposed themselves due to nonessential travel and gatherings above the current Montgomery County guidance. This provision will be applied uniformly and MCPS will not exercise its rights under such leave arbitrarily, capriciously, or without good reason.

23. The parties understand there may be a temporary need for new duties for staff members during virtual/partial in-person learning in order to provide necessary services. Any new duties shall be assigned on a voluntary basis. Staff members shall be qualified, have the necessary training, and not be exposed to an increased health risk. If there are insufficient volunteers, employees, without compromising any agreed upon ADA accommodations, may temporarily be assigned work utilizing inverse seniority. When schools reopen for all students, an employee's job duties shall revert to his/her regular job description/ expectations.
24. Part-time unit members who are available to provide coverage and/or class support at times that are outside their regularly assigned workday will be compensated at the hourly substitute rate for the time that they provide such additional coverage/support.
25. It is understood that IEPs will follow state and federal guidelines. When appropriate, IEP meetings and evaluations will be conducted virtually, unless there are extenuating circumstances. Further, it is of a high priority that appropriate opportunities will be created for staff to work one on one with students with appropriate ventilation and PPE in order to complete special education tasks.
26. During times when MCPS begins hybrid/blended learning, MCPS will not require MCEA unit members to enter locations other than MCPS facilities, or other compliant public facilities, where MCPS or other governmental agency does not have the ability to enforce compliance with federal, state, local, and MCPS guidelines to conduct official MCPS business. MCITP service providers will follow the guidelines set forth by DHHS the lead agency for MCITP. If DHHS requires that MCITP staff resume services in facilities other than MCPS facilities, or other compliant public facilities, MCPS and MCEA will promptly resume bargaining to discuss requirements to reduce risk for staff, including a tiered approach to providing services and providing for staff safety.
27. Staff working with students in the special education discrete programs will receive additional PPE and training, to meet programmatic needs, with a focus on keeping staff and students safe.
28. Both MCPS and MCEA agree that the risk of exposure to COVID-19 cannot be eliminated, only mitigated. The parties acknowledge that educator preference is a factor in returning to physical MCPS workspaces. Final staffing decisions will be determined after parents have notified the school of their final intent to return. Should an educator be required to return to a physical worksite and they initially elected to have their children remain in virtual instruction, the educator will have the opportunity to

switch their children to in-person instruction. Nothing in this proposal would prevent MCPS from altering its plan based upon increased preference among parents for in-person education.

29. MCPS will consider requests for COVID related telework for compelling personal reasons, including having immunocompromised person(s) living at home, being a parent or guardian of an at-risk group, inability to obtain childcare or having a child participating in virtual learning, when the instructional program allows, that are not covered by the Americans with Disability Act. Requests that can be accommodated based on a school or office's operation needs, shall not be unreasonably denied. In the event that there are not enough educators with a preference for in-building, in-person instruction, to accommodate the students requesting in-person instruction, to meet the school's operational needs, the schools will empower teams/departments to reach a consensus that will best meet the staffing needs of their students. If a team/department cannot come to a consensus, ILT will make a recommendation and the principal will decide.
30. Unit members who choose not to return to face-to-face instruction when assigned, will not be forced to resign or retire and may choose to use their available leave or go on extended unpaid leave until the end of the school year. Unit members choosing this option must submit their request for such leave no later than one calendar week after being notified of their assignment to face-to-face instruction. The date of the start of their leave will be determined based on the start of in-person instruction.
31. Staff who choose to resign may do so without penalty or prejudice. Employees who end their employment will owe MCPS the monetary value of any negative earned leave upon separation as outlined in the union contract.
32. If an employee, during the duration of this MOU, returns from leave after 60 days, the system will make every effort to return them to their position, should it remain vacant.
33. Bargaining unit members on long term leave may voluntarily access courses in PDO, including CPD courses. CPD course rates will be, for the duration of virtual learning, charged at the active staff rate.
34. Unit members who are moved temporarily into open or new positions will be returned to their original roles/position, subject to contractual limitations, when the adjustment is no longer needed or at the end of the 2021 school year.
35. Staff meetings will be held virtually during virtual/partial in-person learning. Staff may have their onsite duty day adjusted by a school's ILT to allow for staff to move off site.
36. The provisions of this MOU shall only be in effect for the durations set forth below. They are not intended by the parties to become a part of their current collective bargaining agreements.
37. 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.
38. Except as otherwise expressly stated in this MOU, all provisions of the current collective bargaining agreements, including the August 2020 MOU, between the parties shall continue in effect during the period that all or any portion of this MOU remains in effect.
39. The provisions of this MOU shall remain in effect until June 30, 2021. or until such earlier date on which MCPS Schools resume on a system-wide basis regular in-school instruction for students. Even

upon such resumption of in-school instruction, any provisions of this MOU directly related to virtual instruction shall remain in effect through June 30, 2021, for any employees approved to continue working remotely during that period. Furthermore, if, after resumption of such in-school instruction, all or any individual schools are returned to full virtual or hybrid instruction models due to COVID-19 infection issues, the provision of this agreement shall once again be applicable to bargaining unit employees at those affected schools for the duration set forth in the first sentence of this paragraph.

40. 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.
41. Both parties have agreed to move the following topics that were raised in these discussions to the joint bargaining table with all MCPS unions: systemic inequality language, additional compensation/hazard pay, classroom setup days, instructional models, and trauma informed practices.

INFANTS & TODDLERS

1. This agreement covers the 2020-2021 school year and any SSE days prior to July 1, 2021 associated with bargaining unit member positions, or until the school system returns to primarily in-person learning for students. MCITP staff members will collaborate with their direct supervisor and the families receiving services to determine their weekly work schedule.
2. MCPS will help to facilitate and expedite case management tasks, review signature protocols, eliminating signatures when appropriate, providing digital signature solutions and adjusting forms to allow for digital signatures. We will maintain the current agreement regarding caseload prior to COVID. These supports may include reevaluating staffing, paraeducator support, and additional secretarial support, as necessary. MCITP bargaining unit members may also request a review of their caseload and schedules if they have workload concerns.
3. MCITP staff members shall not normally be required to enter a non-MCPS facility, such as a family home or third-party childcare facility, to complete their work or provide services. Members will physically report to one primary worksite when they are not approved for virtual work.
4. MCITP staff will be given access to professional development opportunities in an effort to increase their ability to provide appropriate services to families.

NON SCHOOL BASED AND 12-MONTH UNIT MEMBERS

1. This agreement covers the 2020-2021 school year or until the school system returns to primarily in-person learning for students, whichever occurs sooner. Nothing in this agreement will preclude bargaining unit members from volunteering or a supervisor asking for staff to voluntarily work from MCPS locations, supporting on-site work at a school or arranging to work from an MCPS location other than their assigned location.
2. **Duty Day** - Non School-Based & 12-month Unit Members, may, in coordination with their supervisor adjust their weekly work schedule as these educators and their supervisor determine given the

priorities and scope of the work. Adjustments may reasonably take into account personal and familial obligations in determining how to complete a 40 hour/week schedule.

3. Non School-Based & 12-month Unit Members assigned to work on curriculum development, professional development, or other school-system projects to support virtual or hybrid learning models may adjust their work schedules as reasonable under the circumstances with the approval of their supervisor. When work extends beyond 40 hours per week the unit member and supervisor may will agree on options in writing to flexibly adjust the unit member's schedule. Where practical volunteers may be sought first to complete this work.
4. **Assignments and Workload** - The parties recognize that providing educational services in the current health crisis may require modifications and adjustments to working hours, tasks, and other aspects of work. Non School-Based & 12-month Unit Members who are given new assignments out of necessity due to virtual and/or hybrid learning will be given an opportunity to discuss with their supervisor, 1) the assignment requirements, 2) the impacts on their regular workload, 3) and be given guidance on how these demands are to be prioritized. If additional assignments are given, the supervisor and unit member will discuss options for prioritizing completion of the assignments or adjusting the workload of Non School-Based & 12-month Unit Members to reasonably allow work to be completed within the regular work week.
5. MCPS recognizes that Non School-Based & 12-month Unit Members have personal commitments, relationships, and priorities and supervisors shall work together with staff to establish protocols to support opportunities to balance work and personal lives. Such efforts create an environment which promotes the health and well-being of all involved. Examples will include but not be limited to articulating within teams' general expectations of work time (i.e. duty day), and personal time when a person is not available (i.e. beyond the duty day or while on leave). Should members not be able to resolve workload issues with immediate supervisor, concerns will be elevated to associate superintendent.
6. Recognizing not all staff members have access to district provided technology which enables timely communication in the new work environments the use and access to personal contact information shall be jointly discussed and mutually agreed upon. Emergency contingency communication plans shall be included in these understandings:
 - a. Assignments or requests from supervisors should be made as reasonably agreed to by the supervisor and the staff member.
 - b. Assignments shall not normally be communicated via text message or phone call before 8 a.m. or after 6 p.m. on duty days, nor shall members be expected to check or respond to communications outside this time period.
7. A Non School-Based or 12-month Unit Member who is asked to serve in an acting capacity for an administrative position for a period of two consecutive work weeks or more during the virtual or hybrid learning model shall be paid a salary that normally would be assigned to them if they were assigned permanently to that position. A request to serve in an acting role shall be provided to the MCEA unit member in writing.
8. **Technology** - MCPS will increase access to technology to enable Non School-Based & 12-month Unit Members to complete more work and tasks remotely. MCPS will support the use of technology

to effectively and efficiently complete work via approved alternative schedules and/or locations. MCPS will continue to utilize virtual communication platforms for collaborative work as appropriate and reasonable.

9. **Professional Development** - MCPS and MCEA recognize the vital importance of training and continuing education in this unprecedented time. A well-trained, effectively functioning staff is necessary if Montgomery County Public Schools is to achieve its goal of providing high-quality education for every student during the pandemic. MCPS and MCEA will work collaboratively to identify and support professional learning that will improve the efficiency of Non School-Based & 12-month Unit Members in their current jobs and the importance of assisting staff to meet MCPS program or service needs.
 - a. Recognizing the importance of time as a valuable resource, time for professional development/professional learning is provided using a variety of options that are collaboratively determined by MCPS and MCEA.
 - b. Unit members may attend professional meetings outside of MCPS with professional leave and supervisor approval.
 - c. To the extent feasible, priority will be given to providing professional development during the duty day. When required professional development is scheduled outside of the duty day, schedules will be adjusted accordingly.
 - d. Non School-Based & 12-month Unit Members required to provide training previously supplied by vendors will have their regular workload adjusted to allow for preparation and development of these trainings.

10. **Communication** - Supervisors and administrators will use differentiated approaches to regularly gather feedback, provide opportunities to share workload concerns and to explore best practices with Non School-Based & 12-month Unit Members.

For Montgomery County Public Schools:

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For MCEA:

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