

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

**Regarding: COVID-19 Vaccination and Testing
And Recovery Plan for 2021-2022 School Year**

This Memorandum of Understanding (MOU) is made by and between the Montgomery County Public Schools (MCPS) and Montgomery County Education Association (MCEA) referred to collectively as “the Parties,” effective as of the date of signature by the Parties until June 16, 2022 or whenever a state or local order, or other governing legal requirement causes MCPS to lift all COVID restrictions, whichever date comes first. This Amended MOU replaces the MOU executed on October 11, 2021 by MCEA and on October 14, 2021 by MCPS.

Montgomery County Public Schools and MCEA have engaged in negotiations over the impacts to bargaining unit employees resulting from 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.

Accordingly, the Parties agree as follows:

Vaccination and Testing

- (1) Satisfactory proof of vaccination shall include a state-issued Department of Health Certificate of COVID Vaccination, a vaccination verification provided by the employee’s health insurance provider, or a letter from the employee’s primary care physician attesting to the employee’s vaccine status. A handwritten vaccination card will be accepted as temporary verification only through December 15, 2021, in order to allow currently vaccinated employees time to obtain the written proof of vaccination mentioned above and will be accepted as temporary verification for thirty days after the date a currently unvaccinated employee completes the full course of the vaccination in order to allow sufficient time for the employee to obtain the written proof of vaccination mentioned above. Employees who provide adequate proof of vaccination shall not be required to undergo regular asymptomatic testing as described in paragraph 3.
- (2) The Board may require any eligible employee to receive a vaccination booster and provide proof of the booster vaccination. Any employee who fails to undergo the booster vaccination shall be required to undergo regular asymptomatic testing as described in paragraph 3. The vaccination card will be accepted as proof of vaccination until thirty days after the electronic certificate becomes available.
- (3) (a) All unvaccinated employees are required to undergo regular asymptomatic PCR testing provided once per week, and as applicable, quarantine and isolation consistent with agreed upon protocols.

(b) Where onsite COVID testing is available, unvaccinated employees required to undergo PCR testing shall be provided a weekly test by the onsite vendor provided that the onsite testing is available during any given week.

- (c) In the event onsite testing is unavailable, the unvaccinated employee shall be provided up to two hours of unusual and imperative leave to be tested and may be tested at a Montgomery County Department of Health and Human Services testing site or at any other site where testing is made available at no cost to the employee, including at a location provided by MCPS. The unvaccinated employee will make every effort to schedule the test at a time when class coverage shall not be required.
 - (d) Rapid COVID testing and home test kits will not satisfy the testing requirement.
 - (e) An unvaccinated employee who obtains the vaccination may provide proof of completion, in accordance with paragraph 1, of the full course of the vaccination and will thereafter be relieved of the obligation to undergo regular asymptomatic testing.
- (4) It is highly recommended that anyone who seeks a vaccination consult with their healthcare provider regarding whether to obtain a COVID-19 vaccination if they have not already done so. Consultation with a healthcare provider is not required to satisfy the vaccination requirement under this agreement.
- (5) Proof of vaccination and/or booster or medical or religious exemption will be electronically submitted directly by the Employee to a central MCPS repository through a secure platform. The Board will store any records of COVID vaccination status that it receives in a confidential, secure medical record maintained separately from personnel files, and will limit access to that information to the extent possible to health professionals, those involved in the process of contact tracing, designated IT professionals whose services are necessary to maintain the document repository, those involved in coordinating MCPS' testing and/or vaccination efforts, and those involved in the leave or pay approval process.
- (6) The Board may use and disclose vaccination information that it receives for its legitimate business purposes, provided appropriate confidentiality protections are in place. Legitimate business purposes may include but are not limited to: protecting the health and safety of students, employees, and community members, those in the workplace, and business partners; managing employee leave, benefits, and accommodations; ensuring compliance with Board policies; and meeting legal and regulatory requirements. The Board will obtain the employee's consent when required to do so by applicable state or federal law before disclosing vaccination records to third parties.
- (7) Employees who are unable to receive the vaccine and/or the vaccination booster outside of the duty day shall receive up to a maximum of two hours of unusual and imperative leave per vaccination dose if they receive the vaccine and/or booster, and up to four hours on the day immediately after the date upon which the vaccination dose is received to recover from side effects during the time the employee is scheduled to work. The Board's timekeeping policies apply to the recording of vaccination time; the record must be accurate and must include all time spent obtaining the vaccine.
- (8) (a) A vaccinated employee or an unvaccinated employee with an approved medical or religious exemption who contracts COVID shall receive unusual and imperative leave for up to 80 hours during the individual's scheduled duty days, not to exceed a period of ten total days, to allow the employee to isolate as needed.

(b) Unvaccinated employees without an approved medical or religious exemption who contract COVID, or are required to quarantine due to a direct exposure or close contact, shall be required to use sick, annual, personal, or unpaid leave.

(c) An employee who is required to care for a family member who has been ordered to isolate or placed in quarantine because they have contracted COVID or have had a direct exposure or close contact shall receive unusual and imperative leave for up to 80 hours during the individual's scheduled duty days, not to exceed a period of ten total days.

(d) An employee who is required to care for a dependent because the dependent's school or daycare has closed or shifted to virtual instruction due to a COVID outbreak has the choice to either take unusual and imperative leave (subject to the 80-hour limit and subsection (e) below) or, in consultation with the school administration to continue to teach virtually from a remote location. In determining whether to teach virtually, the school administration and teacher shall consider instructional and operational needs. If a teacher chooses to teach from a remote location after consultation with the school administration while isolating, students will remain in their assigned classroom and be monitored and assisted by a substitute teacher. If the school is not able to secure a substitute teacher to serve as a monitor, the school may assign a staff member who is not a teacher of record for another group (or other groups) of students.

(e) Additional hours of unusual and imperative leave may be granted on a case-by-case basis. Employees requiring additional unusual and imperative leave shall submit MCPS Form 430-1C (<https://ww2.montgomeryschoolsmd.org/departments/forms/pdf/430-1c.pdf>) with the appropriate documentation.

(f) An employee requesting leave to care for a family member shall be required to provide documentation that the family member is required to quarantine or isolate or that the dependent's school or daycare has closed or shifted to virtual instruction due to a COVID outbreak, which will be electronically submitted directly by the employee to a central MCPS repository through a secure platform. Acceptable documentation may include a positive COVID test result, an order from the employee's home state, or a letter from the individual's physician to confirm the quarantine or isolation requirement or an official or public communication from the school or daycare to confirm the closure or shift to virtual instruction at a school or daycare.

(g) "Family" for the purposes of this section shall be defined as a spouse, child, parent, adult child incapable of self-care, sibling, or anyone who regularly lives in the employee's household, for whom the employee has a durable medical or personal representative power of attorney, or who raised the employee in lieu of a parent.

(h) Remote work performed while in isolation or in quarantine shall not count against the hours of unusual and imperative leave provided for in this Agreement.

(i) Unit members experiencing COVID-like symptoms who, per MCPS directives, stay home awaiting test results will be entitled to unusual and imperative leave for the days leading up to a negative or positive PCR test result. To ensure unit members are properly paid, they shall submit MCPS Form 430-1C (<https://ww2.montgomeryschoolsmd.org/departments/forms/pdf/430-1c.pdf>) with a copy of the

PCR test results. MCPS may initially enter that time as sick leave provided that the entry is corrected to reflect unusual and imperative leave and the used sick leave is restored to the unit members sick leave balance.

- (9) Vaccinated unit members who have a close contact with a known COVID-19 positive individual are recommended to be tested as per the CDC guidelines. Such individuals will be able to test either at their work site or, if their work site is not providing testing within the CDC's recommended window, will be given two (2) hours of unusual and imperative leave to be tested off-site. Unit members may also choose to be tested off-site during off-duty hours, but will not receive unusual and imperative leave if they do so.
- (10) Effective August 30, 2021, new hires or rehires must present documentation of a completed COVID-19 vaccination series to the Board prior to their orientation date prior to starting employment or submit to regular asymptomatic testing in accordance with paragraph 4 of the agreement.
- (11) The Board commits to continuing all COVID-19 mitigation measures as recommended by the CDC and as required by the State of Maryland, the Montgomery County Board of Health, and the Montgomery County Department of Health and Human Services, including but not limited to screening, testing, masking, distancing to the extent possible, ventilation, cleaning and disinfection, and proper implementation of quarantine/isolation policies.
- (12) No unit member shall be terminated due to illness or absence as a result of their own personal illness as a result of COVID-19 infection, or while caring for an immediate family member as a result of COVID-19 infection, for any reason, including but not limited to the lack of available leave. In situations where the unit member cannot return to work, procedures in place for short-term, long-term, or other qualifying available leave shall be followed.
- (13) Unit members who choose not to receive the vaccine may resign without prejudice or use any earned annual or personal leave in their accounts. Upon exhaustion of earned leave, employees may take unpaid leave of absence up to June 30, 2022. Unit members may elect to have continued participation in the MCPS employee benefit plan by assuming the full cost of the premiums while on unpaid leave. The unit member must notify OHRD of the election to resign or use leave by no later than November 15, 2021, and may submit a request in writing at least one month before the employee desires to return to the Chief of OHRD to return to their previous position (if leave is taken for less than 60 days) or to a vacancy that OHRD determines the unit member is qualified to fill (if leave is taken for more than 60 days). An unvaccinated unit member who takes leave and then returns must provide proof of vaccination in accordance with this Agreement. In the event the deadline to comply with the vaccine mandate is delayed, the deadline to notify OHRD of the decision to resign or use leave will be extended to the same deadline. Anyone who has already given such notice will be assumed to remain in their position until the first duty day after the delayed deadline, unless the unit member indicates otherwise.
- (14) This agreement shall supersede the Memorandum of Understanding regarding COVID-19 Vaccination and Testing entered into on August 23, 2021.

Recovery Plan

(15) Virtual and Remote Work/Telework.

(a) Definitions:

- (i) *Virtual*: A mode of completing work via a computer or computer network.
- (ii) *Remote Work/Telework*: Practice of working from an alternate remote work location.
- (iii) *Appropriate Space*: A physical space in an MCPS facility or a space secured by MCPS for the purposes of work, a meeting, or other event that adheres to safety guidelines as recommended by the CDC and as required by the State of Maryland, the Montgomery County Board of Health, and the Montgomery County Department of Health and Human Services.

(b) All meetings, whether involving employees working in a teaching or non-teaching space, shall be conducted either in a virtual or hybrid manner with appropriate space made available for those who wish to participate in-person and appropriate access provided for those who wish to participate virtually. MCPS shall not be required to adjust the start of a meeting time to accommodate an employee's need to commute home to virtually attend a meeting.

(c) All employees participating in a meeting virtually shall do so in a professional manner and will engage appropriately.

(d) Remote work shall be permitted in accordance with MCPS Regulation GEH-RA, Teleworking, or any successor or amended policy MCPS may implement. If remote work is not feasible or approved, employees may participate in meetings virtually from an MCPS facility and MCPS shall make every reasonable effort to secure an appropriate space from which work can be performed.

(e) Back-to-School Night (BTSN) shall be offered virtually. Unit members may opt to engage in BTSN from a different location if they do so in a professional manner and engage appropriately.

(f) Events requiring external non-MCPS guests to be in an MCPS facility shall be conducted either fully virtually or in an outside space, except as outlined below.

(i) Parent-Teacher Meetings and IEPs

The default method for holding parent-teacher meetings and IEP meetings shall be virtual. When parents/caregivers do not have access to virtual meetings, the meeting will be held in-person in an appropriate space. Mask-wearing and social distancing guidelines shall be followed.

(ii) Events Where Unit Member Participation is Related to an Essential Function of the Job Description/Job Type

Events that are central to the educational program such as performance events (e.g. plays, choral concerts, band concerts, etc.), should be held outdoors whenever possible. If an

outdoor venue is not appropriate or available and the event is held, the unit member shall be expected to attend.

(iii) Indoor Events Safety Planning

- (1) If MCPS makes a system-wide/large scale decision that certain types of events are required that may need to be held indoors, the decision on how to hold it, including but not limited to additional mitigation measures, shall be made by the administrator with the site-based safety committee, in consultation with the ILT (if different and/or when appropriate), the affected unit member(s), and the affected school community group.
 - (2) For site-specific events that may need to be held indoors, the decision on how to hold it, including but not limited to additional mitigation measures, shall be made by the administrator with the site-based safety committee, in consultation with the ILT (if different and/or when appropriate), the affected unit member(s), and the affected school community group.
 - (3) Should an unresolved dispute arise, the concerned party may advance the issue to the Department of Labor Relations 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.
- (g) Any professional development shall be conducted in a hybrid manner with appropriate space made available for those who wish to participate in-person and appropriate access provided for those who wish to participate virtually, except for professional development trainings that can only be completed in-person (i.e., CPR training, CPI training, etc.), which shall be conducted within an appropriate space.

(16) Additional Mitigation Practices.

All school-sponsored activities shall practice all mitigation measures as recommended by the CDC and as required by the State of Maryland, the Montgomery County Board of Health, and the Montgomery County Department of Health and Human Services, including but not limited to screening, testing, masking, distancing to the extent possible, ventilation, cleaning and disinfection, and proper implementation of quarantine/isolation policies.

(17) External MCPS Facilities/Worksites

- (a) For MCEA unit members who visit homes, and other non-MCPS settings, each work environment is unique.
- (b) If in-person services are to be delivered, all people in the non-MCPS setting, including the client, will practice mitigation measures as recommended by the CDC. These mitigation measures (e.g., social distancing, face shields, gloves, gowns, or masks), will be differentiated to meet the unique instructional and/or operational needs of the students being served, or job

duties/responsibilities being performed, and consistent with the CDC and MSDE recommendation.

- (c) If a client and/or anyone in the non-MCPS setting will not commit to the mitigation measures in (5)(b), the following options are available for them to receive services:
 - (i) Outdoor services without a mask. The provider will be responsible for practicing social distancing by sitting within the distance recommended by the CDC guidelines.
 - (ii) Virtual Services
- (d) The parties shall work together to create the process and documentation required to facilitate a client's selection of indoor, outdoor, or virtual services.

(18) Non-School-Based and 12-Month Unit Members.

- (a) Non School-Based and 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 agree in writing to flexibly adjust the unit member's schedule. Where practical, volunteers may be sought first to complete this work.
- (b) 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 and 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 and 12-month unit members to reasonably allow work to be completed within the regular work week.
- (c) MCPS will maintain the current agreement regarding caseload for unit members assigned to the Infants and Toddlers program (MCITP) prior to COVID and will allow MCITP staff to use client-provided materials for assessment purposes when in the client's home. MCITP bargaining unit members may also request a review of their caseload and schedules if they have workload concerns. Existing collaborative structures shall be used to address programmatic changes that impact the work of unit members.

(19) Quarantine Teaching Procedures

- (a) When a teacher must isolate or quarantine, or must care for a family member in quarantine or isolation, but students are able to attend school, the teacher has the choice to either take leave (see above to determine the type of leave indicated), or, in consultation with the school administration to continue to teach virtually from a remote location. In determining whether to teach virtually, the school administration and teacher shall consider instructional and operational

needs. If a teacher chooses to teach from a remote location after consultation with the school administration while isolating, students will remain in their assigned classroom and be monitored and assisted by a substitute teacher. If the school is not able to secure a substitute teacher to serve as a monitor, the school may assign a staff member who is not a teacher of record for another group (or other groups) of students.

- (b) When an entire class is quarantined or ordered into isolation and the teacher is not required to isolate or quarantine, instruction will continue through a virtual platform. Unless a special accommodation is made, the teacher will work from their primary work site and shall still be responsible for any regular non-teaching responsibilities. Except as described in (d) or (e), below, the teacher will be given 1 day for planning to prepare for virtual instruction.
- (c) When an entire class and the teacher are required to quarantine or ordered into isolation, instruction will continue through a virtual platform. The teacher has the choice to either take leave (see above to determine the type of leave indicated), or, in consultation with the school administration, to continue to teach virtually from a remote location. If the teacher chooses to teach virtually, except as described in (d) or (e), below, the teacher will be given 1 day for planning to prepare for virtual instruction.
- (d) Where the teacher is responsible for providing instruction to the same students for the majority of the school day, the planning day shall include at least a 30-minute morning virtual meeting with the students and a 30-minute afternoon virtual meeting with the students. Teachers are also encouraged, but not required, to have a virtual, asynchronous plan for the remainder of the student day. The ILT shall prepare a school virtual contingency plan that must include the aforementioned 30-minute meetings.
- (e) Where the teacher is not responsible for providing instruction to the same students for the majority of the school day, the instruction for each period shall be conducted asynchronously using Canvas or another virtual platform for distribution of instruction to the students and the teacher shall be available to connect with the students at designated times, but for no less than a total of 45 minutes, which may be divided into two segments as needed.
- (f) Teachers shall not be required to teach simultaneously in person and virtually. In an elementary homeroom section, if a student or students require virtual instruction, the affected team will decide how to address the situation so that all teachers are teaching exclusively either virtually or in-person. In a secondary general education classroom, if a student or students require virtual instruction, the affected department will decide how to address the situation so that all teachers are teaching exclusively either virtually or in-person.
- (g) When an itinerant staff must isolate or quarantine, but students are able to attend school, the staff has the choice to continue to provide service virtually from a remote location or take leave. (See above to determine the type of leave indicated.) If staff choose to deliver services from a remote location while isolating, students will receive services in the classroom/location typically utilized for their services and be monitored by a substitute teacher. If no substitute teacher is identified to serve as a monitor, the school may assign a staff member who is not a teacher of record for another group (or other groups) of students.

- (h) When a staff member who provides home-based services must isolate or quarantine, but clients/students are able to receive services, the staff has the choice to continue to provide service virtually from a remote location or take leave. (See above to determine the type of leave indicated.)
- (21) In the event of a switch to a system-wide or whole school hybrid model due to a COVID-19 outbreak, the affected unit members will be given one (1) day of planning time to prepare materials. No less than twenty percent (20%) of the planning time, but no more than thirty percent (30%) of the planning time, will be for collaborative planning, unless otherwise agreed by the team to exceed thirty percent (30%). The remainder of the time will be spent for individual unit member planning.
- (22) In some cases, it may be necessary to seek volunteer elementary homeroom teachers to serve on special assignment in the virtual academy. Combining in-person classes for this purpose will be limited to a combined in-person class total of no more than 85% of the recommended class enrollment, per MCPS guidelines, rounded up to the nearest whole number. The teacher on special assignment shall maintain their school assignment and seniority. The teacher will be required to fulfill the same non-classroom duties as prior to the special assignment (e.g. hallway duty, bus duty, etc.). Teachers on special assignment to the virtual academy will attend staff meetings and collaborative planning meetings with the virtual academy rather than at their worksite.
- (23) 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.
- (24)(a) No MCPS bargaining unit member will be required to handle used COVID-19 testing/bio-hazard materials or provide coverage for a school health suite or for the COVID-19 isolation room, except for true emergency situations.
- (b) The designated school health services professional will escort students displaying COVID-like symptoms to the triage room except for true emergency situations. In the event health professionals are not available and the student is unable to independently report to the triage room, a staff member (on a rotational basis when possible) may be called upon to supervise the student to the destination. This can safely occur maintaining physical distancing, mask wearing and other safety measures.
 - (c) An emergency situation is defined as an unplanned and unavoidable occurrence. For example, lunch and bathroom breaks for techs and nurses would not be considered an emergency situation.
- (25) All unit members shall comply with the MCPS guidelines on face covering as announced on August 7, 2021. MCPS 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.

(d) Maintain and distribute a supply of face coverings for clients and families of itinerant employees.

In the event MCPS wishes to amend their guidelines on face covering to be more stringent than the guidelines set by the CDC, State of Maryland, and/or Montgomery County Government, MCPS and MCEA shall meet to negotiate the impacts. Notwithstanding this obligation to meet, MCPS may amend the August 7, 2021 guidelines to remain consistent with the guidelines set by the CDC, State of Maryland, and/or Montgomery County Government.

(26) MCPS will continue to provide COVID-19 updates and information into a single COVID-19 related portal. MCPS will share the link in the bi-weekly ERSC ePaystub notification.

(27) Open/Close Status for Individual Worksites - MCPS will inform the Maryland Department of Health, MSDE, and Montgomery County Department of Health and Human Services when multiple unrelated positive cases are confirmed in a building. Any decision to close schools and worksites will be made by the State and County Departments of Health. Decisions to return a school, program and/or the system to virtual learning would occur through coordination with the Maryland Department of Health, The Montgomery County Department of Health, and in accordance with local, state, and national guidelines.

(28) For the purposes of contact tracing, upon arrival to any MCPS facility or building, all individuals and employees shall be required to sign in.

(29) There shall be a designated administrator to serve as a point of contact for employees to self-report if they have symptoms of coronavirus, have been diagnosed with coronavirus, are waiting for test results, or were exposed to someone with coronavirus within the last 14 days.

(30) 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.

(31) MCPS will be responsible for the development of a best practices and procedures document related to COVID issues. Furthermore, MCPS will provide the resources and training to ensure that all work done at MCPS can be performed safely and are consistent with the level of risk to exposure to the COVID-19 virus. MCPS will ensure that all PPE provided:

(a) meets the CDC, OSHA, and MOSH guidelines and standards for use in schools,

(b) is distributed to worksites in unopened packaging, clean, and without contamination to ensure the health and safety of all staff,

(c) is provided to each individual staff member so there is no sharing of PPE equipment,

(d) is inclusive of appropriate PPE, differentiated to meet the unique instructional and/or operational needs of the students being served or job duties/responsibilities (i.e., face shields, gloves, gowns or masks), and consistent with the CDC and MSDE recommendations,

- (e) is without rotation and will be replaced when damaged or destroyed,
- (f) is inclusive of sufficient soap and hand sanitizer stations at worksites, and
- (g) is inclusive of disposable disinfecting wipes and other necessary cleaning materials.

(32)MCPS will address workspace and office conditions by implementing a combination of risk mitigation approaches in accordance with the most updated version of the CDC "Health & Safety Guide: Operation Procedures, Guidelines, and Best Practices," the "Maryland K-12 School and Childcare COVID Guidance" and Guidance from the Chief Health Officer of Montgomery County Maryland guidelines for schools reopening as appropriate. These approaches may include but are not limited to strategies such as maximizing ventilation and increasing filtration, modifying operations to maximize social distancing, and/or modifying/adjusting seats, furniture, and workstations to increase physical separation. 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.

(33)HVAC Mitigations (Office Locations and Space)

- (a) Office space occupancy density is significantly lower than that of our school buildings. While MCPS is taking steps to improve ventilation and filtration systems in offices, the primary air system approach is to maintain or increase ventilation rates at current design, increase filter efficiencies to the greatest extent possible, and most importantly, minimize occupants. In collaboration with the site-based safety committees and to ensure that appropriate and reasonable mitigation measures are in place to accommodate safe office space occupancy, MCPS will review specific office situations with building administrators. It is recognized that mitigation actions will be customized based on the needs at each individual location.
- (b) Mitigation measures may include one or more of the following strategies:
 - i) Decrease occupancy in areas where outdoor ventilation cannot be increased.
 - ii) Increase air filtration to as high as possible without significantly reducing design airflow.
 - iii) Increase airflow to occupied spaces when possible.
 - iv) Check filters to ensure they are within their service life and appropriately installed.
 - v) Operate the HVAC system at maximum outside airflow for 2 hours before and after the building is occupied.

(34)HVAC Mitigations (Student-Occupied Spaces)

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 partial building closures, when equipment is not functioning as intended.
- (35) Without disclosing the name(s) of individuals, or any protected information, employees shall be kept informed of any reported cases of COVID 19 among employees and/or students at their respective worksites and whether the employees had potential exposure as determined through contact tracing.
- (36) 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 to be reported promptly.
- (37) Site Based Safety Committees
- (a) MCPS agrees to the identification of site-based safety committees at all MCPS work sites, including non-school based sites, to provide guidance and support to practices necessary to minimize risk to employees and students.
 - (b) 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. 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 decision-making group may be used for this purpose and 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.
 - (c) Such specifics shall be jointly determined by the parties beginning upon ratification of this MOU.
 - (d) Should an unresolved dispute arise within a site-based safety committee the concerned party may advance the issue to the Department of Labor Relations 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 in collaboration with the unions.
- (38) The provisions of this MOU shall only be in effect for the durations set forth above. They are not intended by the parties to become a part of their current collective bargaining agreements. 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.

- (39) 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.
- (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) MCPS and MCEA shall meet at the end of each school quarter or upon request of either party to review the terms of this MOU.
- (42) In the event a change is necessary in order to address the COVID pandemic (e.g., variants), and this agreement does not already address the relevant change, the parties agree to meet to negotiate the impacts of the new change.

Workload

(43) Class Coverage.

- (a) Educators who lose or voluntarily give up any portion of their assigned planning time during their regular work schedule at their assigned locations to provide coverage shall be eligible for compensation at the agreed upon flat rate of fifty-five dollars (\$55.00) per hour or portion thereof. Educators shall be paid this amount for any portion of their planning time that may be used to provide coverage.
- (b) Educators who do not have a full course load (e.g. math content coaches, reading specialists, MYP coordinator, staff development teachers, etc.), who lose or voluntarily give up any portion of their normally assigned work schedule at their assigned locations to provide coverage shall be eligible for compensation at the agreed upon flat rate of fifty-five dollars (\$55.00) for any hour or portion thereof spent on coverage.
- (c) Educators who must provide coverage for portions of classes or whole classes reassigned to their supervision while they are teaching shall be eligible for compensation at the agreed upon flat rate of fifty-five dollars (\$55.00) per hour or portion thereof.
- (d) Staff who volunteer shall be called upon first to provide coverage. If after every effort is made to secure a volunteer, no volunteer is available, the supervisor may assign coverage duties. MCPS shall make every effort to distribute these duties equitably.
- (e) The coverage rates of pay are retroactive to December 10, 2021. All represented employees under paragraph 43(a) who substituted/provided coverage and who submitted an Authorization Form: Emergency Class Coverage Program – Teachers (MCPS Form 430-10M) will be eligible for retroactive pay. All represented employees under paragraph 43(b) or 43(c) who are able to provide documentation (e.g., evidentiary email, time sheet, text message request and response,

MCPS Form 430-10M, or other official communication) that coverage was provided will be eligible for retroactive pay.

- (f) The parties will finalize a process for tracking the work outlined in 43(b) and 43(c) within twenty (20) duty days of the signing of the agreement, which will include the submission of supporting documentation, verification by a supervisor, and a deadline by which the submission must be made.
- (g) Retro payments will be included in payroll no later than 3 pay periods after the execution of this MOU.

(44) Grading.

- (a) In the event MCPS allows for students to submit late work, for the submission of quarterly grades, teachers will be provided until 5:00pm on Monday following the scheduled grade submission deadline to complete their review of the student's late work.
- (b) For the remainder 2021-2022 school year, elementary learning skills grades shall be reported based on a homeroom teacher's observations throughout the quarter, provided that the teacher will be able to justify and support the assessment if questioned by a parent or their supervisor. Students with disabilities receiving services in the general education setting will be assessed by the homeroom teacher; students with disabilities participating in self-contained classes will receive a grade in the area of learning skills by the special education teacher / the teacher of record.

(45) Work-Life Balance. 12-month unit members received five (5) days during the winter break and will receive two (2) days during the spring break as paid holidays. 10-month unit members shall receive 4 additional personal days and there will be no professional development requirement on February 1, 2022, which is designated as a professional day in the MCPS calendar.

(46) Missed Duty-Free Lunch. Educators losing any portion of their duty-free lunch for required coverage, and who are unable to take a 30-minute lunch period at another time during their regular work schedule at their assigned locations, shall be paid a flat rate of fifty-five dollars (\$55.00) if the educator is providing classroom coverage or thirty dollars (\$30.00) if the educator is providing non-class coverage (e.g. student lunch, recess).

(47) Compensatory Services Review.

- a. MCEA represented educators who are case managers and who review data after regular duty hours in order to make determinations for compensatory education/recovery services for children and students with an IEP or IFSP in MCPS or MCITP during the 2020-2021 during the 2020-2021 school year and are currently enrolled for the 2021-2022 school year shall be compensated at the flat rate of fifty-five dollars (\$55.00) per hour. For the purposes of this section, educators will be paid for 2.5 hours per case to complete the mandatory documentation, contingent upon the completion of all CRS discussions by February 28, 2022.

- b. Educators include special educators, related service providers (speech language pathologists, occupational therapists, physical therapists, DDH Interpreters), IEP Chairs, department chairs, teachers of the visually impaired, teachers of the deaf/hard of hearing, school counselors, school psychologists, all providers listed on the IEP for services and supports.
- c. Compensation shall be for work performed after normal duty hours. The parties will finalize a process for tracking this work within ten (10) duty days of the signing of the agreement.
- d. The number of cases for which an educator shall be compensated shall be based upon the results of a survey by MCPS to verify the number of compensatory services reviews conducted by the responding educator beginning on September 11, 2021.

(48)**Time for Planning.** On March 24, 2022 and May 18, 2022, which were designated by the Board of Education as early release days, there will be no professional development or meetings planned for teachers. MCEA unit members will be able to use the time at their discretion for professional needs. Unit members will not be required to be on site.

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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:



Monifa B. McKnight
Interim Superintendent of schools

Date: 1-28-22

For MCEA:



Jennifer Martin
President

Date: January 27, 2022



Heather Carroll-Fisher
Executive Director

Date: January 27, 2022