

MEMORANDUM OF UNDERSTANDING  
Between Montgomery County Public Schools  
And

Service Employee International Union Local 500 (SEIU)

Regarding: COVID-19 Recovery Plan for Education—In-person Learning Operations and  
Impact on the 2020-2021 School Year and Summer of FY 2022

This Memorandum of Understanding is made by and between the Montgomery County Public Schools (MCPS) and Service Employee International Union (SEIU Local 500), 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 to shift to a model other than virtual or blended virtual and in-school learning. Items 23, 24, and 33 of this MOU are effective until August 6, 2021, as they relate to summer school operations. Upon implementation this MOU replaces the previous MOU dated August 29, 2020.

Montgomery County Public Schools and SEIU Local 500 have engaged in negotiations over the impacts of COVID-19 to bargaining unit employees resulting from guidance from the Montgomery County Health Officer on health and safety concerns and the implications for in-building school operations. MCPS and SEIU Local 500 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.

In order to support the recovery of learning and of overall school system operations in these uncertain times, and to ensure that employee’s needs and rights are supported, the parties agree to the following:

1. Following guidance from the Maryland Health department and local DHHS offices, remote work should be a primary option for all staff members who are able to perform their duties off-site. Core operational needs that can only be performed onsite should be identified and a schedule created to minimize exposure, which may include rotating staff to perform essential on-site duties.

Central guidance, expectations, and protocols concerning how staff members who are able to perform their duties off-site should be scheduled will be developed and shared with SEIU and all worksites. This will be revisited and revised as phased-in school attendance progresses.

2. The administration, in collaboration with the Triad and/or other collaborative body at the site, will consider the feasibility of developing a rotating working schedule to perform the on-site essential/operational needs of the district for all schools and non-school based offices. Through this process, the essential in-person operational work of the work site will be identified.
3. In an effort to ensure the safety of office employees and to reduce the exposure and spread of COVID-19, during such time as MCPS remains in a full or partial virtual model MCPS may, as appropriate to the setting:
  - a. Enable remote call forwarding for calls to secretarial staff while working remotely,
  - b. Avoid overlap in the use of common spaces within offices unless proper social distancing protocols can be followed,
  - c. Minimize parent and community entrance into MCPS buildings including such things as encouraging remote on-line student central enrollment/registration and posting uniform signage at all entrances to MCPS buildings indicating that anyone entering the building must wear a mask in compliance with CDC guidelines to enter the building.

- d. The site-based-based safety committee should review local practices regarding materials left at the school by visitors and assure that this is handled safely.
  - e. Additionally, MCPS shall:
    - i. Maintain a supply of face coverings and replace coverings when they become worn or need to be cleaned.
    - ii. Provide all visitors entering the building with a disposable mask, if they do not have one.
    - iii. Train staff and students on how to use, safely store, and when and how to clean or replace PPE.
4. MCPS 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. If there is conflict between the above resources, the issue will be advanced to the Superintendent’s designee for resolution in collaboration with the unions.
  5. MCPS will organize COVID-19 updates and information into a single Covid-19 related portal. MCPS will share the link in the bi-weekly ERSC ePaystub notification.
  6. Both parties are committed to working collaboratively to ensure appropriate safety measures are adopted to mitigate any health risks to students and staff.
  7. 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. At non-school work sites the site/building administrator will facilitate the establishment of the 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 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 in collaboration with the unions.
  8. 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 regards to mitigation measures, staff quarantine and communication to the school community, including staff. MCPS will update its disclosure protocols for how employees shall be kept informed of any reported cases of COVID 19 among employee's, in line with Maryland Department of Health and Montgomery County Health and Human Services updated guidance.
  9. 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-base safety committees will determine the appropriate location for entry and/or sign-in.

10. MCPS will address workspace and office conditions by implementing a combination of risk mitigation approaches. 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. All measures put in place will be in accordance with the recommended guidelines for schools reopening as appropriate.
11. MCPS shall address ventilation and filtration systems to maximize/enhance indoor air quality standards within each workspace. In doing so, MCPS shall consider and 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 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.

This information shall be publicized on the MCPS COVID-19 portal for review.

12. 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 symptom-free for 24 hours without the use of symptom-reducing medication. If the CDC updates or changes guidelines regarding staff or students returning to schools after exposure and/or negative testing, MCPS will update its guidelines in accordance with the CDC guidelines.
13. 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.
14. MCPS 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. All new employees must complete this safety training before reporting to work on-site.
15. On February 12, 2021, up to three hours of required staff development will be offered to MCPS employees preparing to return to in-person work. For members of the SEIU bargaining unit who are not 12-month employees and who are scheduled for a No-Work-No-Pay day on February 12 the following options will apply:
  - a. They may participate in the training on February 12 along with their colleagues and they will be compensated at their regular hourly rate of pay for the time required.
  - b. The training will be available remotely and they may participate on their own schedule any time before March 1 or March 15, whichever is relevant to the employee's involvement with students being in-person in the building. If the training occurs outside their regular paid work schedule, they will be compensated at their regular hourly rate of pay for the three hours.
  - c. They may make arrangements with their supervisor to participate during regularly scheduled work time on a different day, if that is possible and feasible, and they will not receive additional compensation.

Note: “Regular hourly rate of pay” will be at the standard or at the premium rate, whichever is appropriate under the Negotiated Agreement.

16. Work sites will make accommodations for shared workspaces that align with the most updated 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. Any perceived conflicts will be addressed by the site safety committee or, if necessary, through the Triad, and then by contacting OEELR for appropriate problem resolution processes in collaboration with the unions.
17. The parties agree that if a staff member has been directed by MCPS or qualified health provider to quarantine, due to possible exposure to COVID-19, the staff member shall notify the designated administrator and the staff member shall be reassigned to a remote position. The SEIU Job Match Partnership will be utilized as appropriate for this purpose. If remote work is not possible, they shall be granted unusual and imperative leave with pay.
18. 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 paid 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 health care 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 it be determined, through contract tracing, that the individual has exposed themselves due to nonessential travel and gatherings above the current Montgomery County chief health officers’ guidance. This provision will be applied uniformly and MCPS will not exercise its rights under such leave arbitrarily, capriciously, or without good reason.
19. 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 program allows, that are not covered by the Americans with Disability Act. Requests that can be accommodated based on a school of office’s operation needs shall not be unreasonably denied.
20. Unit members who choose not to return to on-site work 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 on-site work. The date of the start of their leave will be determined based on the start of on-site work.

21. Where there is not sufficient work to do for certain employees, MCPS may create alternate work assignments within the work of the SEIU bargaining unit where necessary and appropriate, and if so employees shall be provided with professional development sufficient to be successful in the performance of responsibilities which may be different during this period. The SEIU Local Job Match Partnership will be used as appropriate to facilitate this action. Such scheduling shall be consistent with the terms of the current collective bargaining agreement. The parties will meet promptly (within five (5) duty days of a request) to resolve any questions regarding such issues.
22. Employees who are working remotely shall be given clear guidelines and expectations with regard to their work assignments and shall be provided with the technology necessary to perform such work. MCPS has committed to provide chrome books and/or wireless internet access devices (MiFi) based on job assignments, if available. Employees shall not be required to use technology in the performance of their work which is not provided to them by the school system.
23. SEIU bargaining unit employees may be offered an opportunity to work additional temporary part-time (TPT) hours, not exceeding 8 total in a day, to provide coverage and other related assistance at their schools. Employees will be compensated at their regular rate of pay or the base pay for the position, whichever is higher based on the current negotiated Agreement and this MOU. Employees may decline a request to work additional hours without negatively affecting the employee's current assignment or hours of work.

#### **24. Compensation for Class Coverage**

Any SEIU bargaining unit member who is selected to provide coverage and/or lead the instruction will receive class coverage compensation in accordance with Article 7, Section F, of the Negotiated Agreement. This class coverage premium will apply in any situation where the unit member is alone in the classroom / learning space with students (and another paraeducator or a Classroom Monitor) even if the students are being taught remotely by a regular teacher or substitute teacher. Between March 1 and August 6, 2021, the premium coverage rate will increase by \$2.50 per hour for all hours of such coverage.

#### **25. COVID Supplemental Pay**

Unit members who reported to MCPS work sites for part or all of their work time during the period between October 15, 2020, and February 28, 2021, will receive COVID Supplemental Pay as follows:

- a. Approved 10-month and 12-month SEIU bargaining unit members working in designated public-facing assignments (e.g. Food distribution; Chromebook distribution; and student materials distribution) or impacted work environments where CDC recommended physical distancing cannot always be implemented (e.g. food production, some major construction sites) will receive a COVID-19 pay differential of 50% per hour for the hours worked performing the public-facing work or work in non-physically distanced work environments.
  - i. Public-facing means coming in close contact (6 feet or less) with non-MCPS individuals in the course of the work assignment for periods of 15 minutes or more at a time, or with the same individual for a total of 15 minutes per day.
  - ii. The impacted work environments are work situations where recommended physical distancing between individuals is not possible because of the nature of the work or the layout of the work area.

- iii. There will be a committee established inclusive of one representative each from the union, the department involved and the OEELR to evaluate and resolve any unapproved applications.
    - b. Except for the time compensated under paragraph A above, employees asked or required to work on-site at MCPS work sites will receive a one-time payment based on the following scale of total hours so worked during the designated period of time:
      - i. 20 - 40 hours -- \$100
      - ii. 41 - 80 hours -- \$200
      - iii. 81 - 140 hours -- \$300
      - iv. 141 – 200 hours -- \$400
      - v. Over 200 hours -- \$500
    - c. Employees seeking such supplemental pay will complete the appropriate MCPS form indicating the number of hours worked in each of the above-described situations during the identified period of time. Known documentation may be provided or referenced. It is recognized that in some situations documentation may not be available. In any event, the employee will complete the form and submit it to their supervisor for verification signature. If there is not agreement between the employee and the supervisor, the employee may file an appeal to the Office of Employee Engagement and Labor Relations (OEELR) within 5 duty days of receipt by employee of the supervisor’s refusal to sign. OEELR will collaborate with a designated SEIU representative to review such appeals and resolve them. All forms requesting this supplemental pay must be submitted to the immediate supervisor no later than April 23, 2021, and any appeals must be processed and resolved by May 7, 2021 or be subject to the grievance procedure. Payment of the supplemental pay will be in the June 4, 2021, paycheck.
26. The parties may agree by mutual consent, to negotiate subsequent provisions or amendments to the COVID-19 differential agreement as local public health conditions, and/or CDC guideline changes warrant. The parties further agree that given the fiscal conditions we will regularly reevaluate the fiscal impact of this differential pay provision.
27. The parties agree to continue collaborative efforts to adjust timelines when necessary for scheduling investigative interviews, disciplinary hearings, and appeals for grievances and administrative complaints.
28. MCPS shall work with employees who are at greater risk due to age and/or other underlying health issues in accordance with the law (ADA and ADEA) and EEO guidelines, interactive process, contractual leave provisions. Should such accommodations not be possible, the employee(s) shall be permitted to telework from home, provided alternate work assignment within the bargaining unit, and be considered as a priority for access to the Job Matching Bank opportunities.
29. 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. In such instances MCPS shall grant employees leave to obtain a COVID test and/or to see a doctor. The employee shall be granted paid leave under or consistent with the FFCRA while waiting for test results.

30. Should the employee(s) test positive for COVID 19, leave with pay shall be extended for the entire period of recovery.
31. Should the Federal, State or Local government enact legislation that provides for additional paid leave benefits related to COVID 19 for which MCPS employees are excluded, the Parties will meet promptly to assess how such benefits shall be offered to bargaining unit employees.
32. Each party reserves the right to raise additional issues for subsequent impact bargaining as circumstances warrant. Once subsequent agreements have been reached, they shall become an addendum to this MOU.
33. The provision of this agreement shall be subject to the grievance procedure as outlined in the existing collective bargaining agreement between SEIU and MCPS.
34. The parties shall negotiate subsequent provisions to this agreement as public health conditions warrant; applicable to state and local orders and/or health guidelines change.

**35. Reopened Impact Bargaining Upon Availability of Additional Funds**

MCPS agrees to notify SEIU and/or all three unions when and if it receives additional funding for FY21 that is not earmarked for restricted non-compensation uses. Once the notification occurs MCPS agrees to reopen impact bargaining with SEIU and/or all three employee unions within 5 duty days of a request to do so to further negotiate. Any funds available for use in future fiscal years will be addressed through regular reopened compensation negotiations for FY22 and/or FY23.

For Montgomery County Public Schools:

For SEIU Local 500:

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Monifa B. McKnight  
Deputy Superintendent

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Pia Morrison, President  
Service Employees International  
Union Local 500

Date: \_\_\_\_\_

Date: \_\_\_\_\_