

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Montgomery County Public Schools**  
**And**  
**Montgomery County Education Association**

**Regarding: Coronavirus (COVID-19)**

This Memorandum of Understanding (MOU) is made by and between the Montgomery County Public Schools. Montgomery County Public Schools (MCPS) and Montgomery County Education Association (Association) will be referred to collectively as “the Parties.

**WHEREAS**, MCPS and the Association are parties to a **negotiated Agreement with a term of July 1, 2017, and ending June 30, 2020. (the “CBA”);**

**WHEREAS**, there are significant health and safety concerns regarding Coronavirus (COVID-19) which relate to and surround the continued safe opening and operation of school buildings and facilities; and

**WHEREAS**, on March 12, 2020, State Superintendent Karen Salmon mandated the closure **of all public schools in Maryland beginning March 16 for a period of two weeks in an effort to contain the spread of Coronavirus (COVID-19);**

**WHEREAS**, on March 25, 2020, State Superintendent Salmon mandated the closure of all public schools in Maryland for a period of four (4) additional weeks to contain the spread of **the Coronavirus (COVID-19) until April 24, 2020;**

**WHEREAS**, it is possible that schools could be closed for longer;

**WHEREAS**, MCPS communications related to school system operations shall be sent to all employees;

**WHEREAS**, these school building closures are an extraordinary and unprecedented measure; and

**WHEREAS**, the parties’ CBA does not provide these extraordinary, unprecedented, and prolonged closures; *and*

**WHEREAS**, MCPS and the Association, after discussion, desire to work cooperatively to address these unique and emergent issues.

**NOW THEREFORE**, intending to be legally bound hereby, the parties agree as follows:

1. MCPS, in collaboration with the exclusive bargaining representative, shall develop and provide a continuity of education plan to all employees that includes a daily schedule and delineates that each day worked remotely counts as the eight-hour work-day on which

the professional salary schedule is based. MCPS may direct professional employees to utilize an alternative mode of instruction, including but not limited to online instruction or assignments, other materials and assignments, or other alternative modes of instruction, to deliver instruction or provide assessment to students during any period of school building closure due to Coronavirus (COVID-19) concerns in the 2019-2020 school year.

2. MCPS shall provide staff with time during the contracted workday to prepare alternative instructional materials. MCPS shall appropriately train staff regarding expectations for alternative instruction, including online assignments, online instruction, delivery of instruction, and assessments during any school building closure related to Coronavirus (COVID-19).
3. All remote instruction, office hours and/or in-service days during this period shall be counted toward the required work year pursuant to the CBA for bargaining unit employees. MCPS and MCEA agree to continually assess the impact of the emergency closure on the Innovative School Year (ISY) calendar.
4. During the two weeks of emergency closure (March 16, 2020 through March 27, 2020) daily substitutes and Home and Hospital Teachers who were scheduled to work during the two weeks of emergency closure will be compensated at their regular rate of pay.
5. All professional development and instructional work including the design, delivery, and assessment of instruction shall be completed in strict compliance with the guidance issued by the Maryland Department of Health and the Governor's office regarding Coronavirus (COVID-19), which means there shall be no requirement or expectation of in-person instruction during any period of school building closure due to Coronavirus (COVID-19) concerns in the 2019-2020 school year.
6. Duty Day
  - a. The daily schedule for unit members shall not be required to exceed 240 minutes of direct instruction/front-facing time. The remainder of the daily schedule for unit members shall be flexible individual planning time to meet the needs of diverse learners in the remote learning program.
  - b. Direct service/instruction may be either synchronous (live) or asynchronous (pre-recorded).
  - c. Front-facing activities may include, but are not be limited to, the following:
    - i. Co-planning amongst colleagues to meet student needs
    - ii. Virtual office hours for follow up activities with students and parents
    - iii. Monitoring student activity
    - iv. Gathering formative and summative assessments of student learning
    - v. Providing feedback to students

- vi. Collaborating with other unit members and support staff
  - vii. Participating in professional development and staff meetings
  - viii. Participating in IEP meetings
  - ix. Parent/guardian phone calls
- d. Flexible, teacher-driven, individual planning time may include, but is not be limited to, the following activities:
- i. Planning instruction and/or services
  - ii. Sharing progress with students and families
  - iii. Grading
- e. The daily schedule for unit members who do not have a class of students assigned to them shall not be required to exceed 360 minutes of front-facing time.
- i. Flexible individual planning time may include, but is not be limited to, the following activities:
  - ii. Planning instruction and/or services
  - iii. Support continuity of learning plan with staff, students, and families
  - iv. Working with teachers of record
- f. In addition to above, for special educators who are—
- i. responsible for co-teaching and case management, the parties agree that the special educator will not attend live teaching sessions in order to focus on case management responsibilities. The special educator will participate in the collaborative planning process to modify and provide necessary accommodations required by the IEP.
  - ii. in self-contained classes and with case management responsibilities, a staff person will be assigned to aid with administrative supports including but not limited to sending emails, making phone calls, creating video conferencing links, and/or setting up IEP meetings with parents and guardians.
7. Teachers providing remote instruction will be provided the resources, information, and staffing support to meet students’ identified needs in IEPs and 504 plans, and to meet the requirements of IEPs and 504 plans to the greatest extent possible. MCPS shall work with the Association to address any provision of services or like issues impacting working conditions that emerge as a result of IEPs and 504 plans.
8. Teachers shall make a good faith effort to implement students’ IEPs and 504 plans, and inform their supervisors of any barriers to doing so (including but not limited to difficulties managing teaching/caseload responsibilities under the continuity of learning plan). If necessary, MCPS shall facilitate the convening of any IEP or 504 teams virtually in order to enable the provision of instructional services through the continuity of learning plan.
9. Teachers of record shall have a primary responsibility of instructing students. Other personnel without a full courseload shall assist in engaging students who are not reporting for online instruction.

10. Professional Growth System and Evaluations for Unit Members
  - a. Evaluations -- See Attachment A
  - b. Professional Growth System -- The PGS remains intact with the following exception:
    - i. No formal observations or Post Observation Conference Reports will be conducted during the period of remote learning.
11. Teacher Staffing Calendar—See Attachment B
12. MCPS and the Association agree that, to the extent possible, pre-recorded lessons will not contain personally identifiable information of students, and if the lessons do contain personally identifiable information, they will not be stored and will be destroyed within 48 hours. Prior to beginning live classroom instruction, teachers will:
  - a. inform students and parents/guardians prior to the start of a live lesson if the lesson will be recorded.
  - b. give clarification to students that parents and guardians, siblings, and nonstudents should not be observing the live lesson in order to protect student’s privacy rights, unless it is necessary for them to assist their student to enable them to participate in the lesson.
  - c. remind guardians (for younger students) who are helping a student access their lesson, that they must refrain from participating in the lessons and that they may not disclose any protected student information in any manner.
  - d. direct students to mute their microphone during instruction.
  - e. remind students that they may not record the lesson; remind all participants that they may not record the lesson and may not screen shot, photograph, or copy in any way, or distribute any image from the lesson.

MCPS will also communicate the above five expectations related to personally identifiable information and live classroom instruction to parents/guardians.
13. Unit members are encouraged to protect their privacy and professional reputation. If any situation arises during implementation of any distance learning plan that causes unit members to feel their privacy or professional reputation are in jeopardy, the educator should contact their supervisor immediately.
14. Educators shall not store data related to special education services on their personal devices. All data related to special education services should be stored in a teacher-designated remote folder. Should MCPS receive a subpoena request for data related to a lawsuit filed by a parent challenging their child’s special education services, MCPS will provide responsive documents from the teacher-designated remote folder.

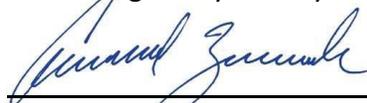
15. Bargaining unit members shall not physically return to schools until the Maryland State Department of Education, in consultation with the Governor of Maryland, declares that school buildings are to be reopened for instruction; or to retrieve personal belongings as part of a designated, scheduled date and time during a year-end closeout process if school buildings remain closed through the end of the school year.
16. MCPS will provide technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver remote instruction and to contact parents/guardians. MCPS will also provide technology, training, and technological assistance necessary for students to access the remote learning and will coordinate the copying and/or distribution of any other physical materials (books, worksheets, packets, etc.) deemed essential to student learning.
17. Should federal regulation allow for Families First Coronavirus Response Act (FFCRA) expanded family medical leave to be concurrently used with accrued MCPS leave, the parties agree to develop processes and procedures for the administration of a supplemental pay process.
18. Class Coverage
  - a. In the event that a teacher is unable to complete his/her professional obligations and has available accrued contractual or statutory leave, and/or leave pursuant to the FFCRA, during the month of April, there will not be a system to hire short-term substitutes for coverage. School leadership will develop school-based procedures for providing internal coverage. As soon as is logistically possible the school's leadership team will review their coverage protocols to, if necessary, improve upon them.
  - b. Volunteers shall be called upon first to provide emergency class coverage.
  - c. Unit members will be paid \$75 per day for emergency class coverage.
  - d. During the month of April, a training and onboarding program for substitute teachers will be implemented. MCEA and MCPS shall design the training and onboarding plan together.
  - e. After April 24<sup>th</sup>, if the closure has been extended, MCPS will activate the substitute management system.
  - f. Teachers that do not have a full courseload, including math content coaches, reading specialists, MYP coordinator, staff development teachers, etc., can be used to provide coverage. These teachers will be provided compensation at a \$60 rate for coverage provided for more than 4 hours in a day.
  - g. In lieu of one-to-one class coverage, in elementary schools, teachers of courses other than language arts, writing and mathematics, and in secondary schools, non-core course teachers may adjust their schedules, including moving virtual instructional days and pre-posting assignments and activities, to maintain continuity of instruction in the case of an absence.

- i. Support from other staff members to facilitate these shifts, including posting an announcement or communicating the rescheduling of virtual instruction to accommodate a teacher absent may be asked of professional staff, without being compensated for emergency class coverage. Teachers that do not have a full courseload (see 14.f above) may be asked to communicate rescheduling or post announcements for another teacher of record.
19. In lieu of the grading and reporting day scheduled for March 27, 2020, unit members will use their office hours scheduled on either Friday, April 17, 2020, Monday, April 20, 2020, or Tuesday, April 21, 2020, to complete grade preparations for marking period 3. All grades must be submitted 5:00 p.m. on April 21, 2020.
20. There shall be no loss of salary and benefits to any bargaining unit employee as a result of a school building closure, including loss of access to the necessary technology through loss of power or internet through no fault of the employee.
21. If MCPS reschedules school days for students that exceed the contracted workdays in the parties' collective bargaining agreement, the parties shall meet to negotiate the impacts of the extension within 24 hours of the announcement to extend the school year.
22. Triads will continue to meet using virtual platforms.
23. Instructional leadership teams shall continue to meet using virtual platforms.
24. Employees will adhere to the Montgomery County Board of Education's *User Responsibilities for Computer Systems, Electronic Information, and Network Security*, Regulation IGT-RA.
25. If a malfunction of equipment issued by MCPS prevents the employee from performing assigned tasks, the employee shall immediately notify their supervisor of the malfunction and MCPS will work to rectify the situation.
26. In the event an employee sustains a work-related injury while working remotely, it is expected that the employee will report the work-related injury to the immediate supervisor in accordance with the Montgomery County Board of Education's workers' compensation policy.
27. This MOU does not constitute a waiver of the bargaining unit work and serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the CBA due to exigent circumstances.
28. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.

29. MCPS and the Association agree to revisit the terms and conditions of this Memorandum of Understanding should any future announcements from the President, Governor and/or Maryland State Department of Education require the adjustment or alteration of any conditions contained herein.
30. MCEA and MCPS shall meet to collaboratively design a plan to reopen schools for bargaining unit members after the state-mandated closure.
31. This agreement is not setting precedent or past practice and is only effective during the Maryland State of Emergency related to the Coronavirus (COVID-19) pandemic. It will not become part of the CBA and is a unique situation. This does not obligate bargaining unit members to use online learning in the future beyond this state of emergency.
32. This MOU will terminate on the 1<sup>st</sup> day students in the Maryland public school system return to school for in-person instruction after the Coronavirus (COVID-19) pandemic.
33. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of the MOU.
34. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement in the state of Maryland upon the date indicated below:

For Montgomery County Public Schools

  
 \_\_\_\_\_ 4/15/20

Andrew M. Zuckerman                      Date  
 Chief Operating Officer

For MCEA

                      4/15/20  
 \_\_\_\_\_

Chris Lloyd                                      Date  
 President

  
 \_\_\_\_\_ 4/15/20

Heather Carroll-Fisher                      Date  
 Executive Director

## **Attachment A**

### Evaluation Submission Timelines

Activity	Updated Actions and Dates
<p>1. Underperforming Tenured Teacher final evaluations that are completed (three formal observations completed, signatures obtained and the document is ready for submission)</p>	<p>If the evaluation for the underperforming teacher has already been signed, prior to the March 13, 2020, submit to Yolanda Stanislaus, Director, Department of Professional Growth Systems by <b>Monday, April 20, 2020</b></p> <p>(A signature denotes receipt, not agreement of the content)</p> <p>Reviews and Presentations for PAR Inclusion will occur in Fall 2020</p>
<p>2. Underperforming Tenured Teacher final evaluations that are missing signatures on the final evaluation report</p>	<p>If the evaluation for the underperforming teacher is complete and missing the teacher signature, please obtain an electronic signature and submit it to Yolanda Stanislaus, Director, Department of Professional Growth Systems by <b>Monday, April 20, 2020</b></p> <p>(A signature denotes receipt, not agreement of the content)</p> <p>Reviews and Presentations for PAR Inclusion will occur in Fall 2020</p>
<p>3. Underperforming Tenured Teachers who had a <u>third formal observation</u> but the post-observation conference and POCR could not be completed in the prescribed timeframe because of the emergency school closure</p>	<p>If all 3 observations were conducted in accordance with the Professional Growth Systems procedures but the observer did not have an opportunity to conduct the post-observation conference for the third observation and final evaluation report, the principal will:</p> <ol style="list-style-type: none"><li>1. Schedule a post-observation conference with the teacher to finalize the observation report.</li><li>2. Provide the teacher with a copy of the observation report for signature. (A signature denotes receipt, not agreement of the content)</li></ol>

	<p>3. Complete the final evaluation report, obtain electronic signature and submit to Yolanda Stanislaus, Director, Department of Professional Growth Systems by <b>Monday, April 20, 2020.</b></p> <p>(A signature denotes receipt, not agreement of the content)</p> <p>Reviews and Presentations for PAR Inclusion will occur in Fall 2020</p>
<p>4. Underperforming Tenured Teachers who are in an evaluation year or in Special Evaluation for the 2019-2020 school year who <u>do not have a third formal observation</u> due to school closure</p>	<p>If the third observation is incomplete, the evaluation will be deferred until the Fall 2020 (December 1, 2020)</p> <p>Reviews and Presentations for PAR Inclusion will occur in January 2021</p> <p>If teacher is included for PAR support, they will receive a minimum of full year of Consulting Teacher support.</p>
<p>5. Teachers (Probationary and Tenured) who are meeting standard and the second observation was not completed prior to March 13, 2020</p>	<p>If the second observation was not completed in order to complete the final evaluation, the principal will complete a summative report of the teacher’s work and this will serve in lieu of a traditional POCR. The principal will complete the final evaluation, get an e-signature, and submit by June 15, 2020. This option will meet the state timeline for evaluation submission. The summative report will be designed by the PGS Implementation Team.</p>

**Attachment B**  
**FISCAL YEAR 2021 STAFFING CALENDAR FOR TEACHER-LEVEL POSITIONS**  
**LAST REVISED ON MARCH 31, 2020**

Date	Activity
<b>Wednesday, March 4, 2020–Thursday, April 9, 2020</b>	<ul style="list-style-type: none"> <li>Voluntary transfer season. <b>The voluntary transfer season is from Wednesday, March 4, 2020–Thursday, April 9, 2020.</b></li> <li>Principals can only interview voluntary and involuntary transferred teachers.</li> <li>Principals can make hiring recommendations via MCPS Careers/ATS for positions that have been advertised.</li> </ul>
<b>Thursday, April 9, 2020</b>	<ul style="list-style-type: none"> <li>Voluntary transfer season temporarily closes at 5:00 p.m.</li> <li><b>The voluntary transfer season is closed through Thursday, April 16, 2020, and will reopen on Friday, April 17, 2020.</b></li> </ul>
<b>Friday, April 10, 2020</b>	Applications for personal, professional/improvement, and overseas teaching leave are due.
<b>April 15, 2020</b>	Teachers on leave of absence are required to submit official notice of intent to return, to terminate employment, or to request an extension of leave that began prior to April 15, 2020, including child care leave (MCEA contract, Article 30I, 2e. and Article 30I, 2e.).
<b>Thursday, April 16, 2020</b>	<p style="text-align: center;"><b>OHRD and Office of School Support and Improvement Priority Assignment Meeting</b>  <b>Time: 12:00 p.m. –5:00 p.m.</b></p> <ul style="list-style-type: none"> <li>Notification of assignments of teacher priority assignments (MCEA contract, Article 25H).</li> </ul>
<b>Friday, April 17, 2020–Monday, July 20, 2020</b>	Voluntary transfer season reopens. Open contracted teachers and pre-qualified teachers are available to be recommended for hire in fields for which all priority placements have been made.
<b>Friday, May 1, 2020*</b>	The state of Maryland deadline for non-tenured teachers to resign without breach of contract. <b><i>MSDE is reviewing this date and will provide guidance about an alternative.</i></b>
<b>Monday, June 15, 2020</b>	Teachers whose child care leave began after April 1, 2020, must submit an extension of the original leave to ERSC no later than June 15, 2020 (MCEA contract, Article 30I, 2f.).
<b>Wednesday, July 15, 2020*</b>	<ul style="list-style-type: none"> <li>The state of Maryland deadline for tenured teachers to resign without breach of contract is Wednesday, July 15, 2020. <b><i>MSDE is reviewing this date and will provide guidance about an alternative.</i></b></li> <li>Applications for long-term child care leave and long-term family leave are due.</li> </ul>
<b>Monday, July 20, 2020</b>	Last day for voluntary transfers (MCEA contract, Article 24L).

*\*Activities with an asterisk are state deadlines. MCPS like all other school systems are waiting on direction from MSDE.*

**Changes, Additions, or Deletions to the Teacher Staffing Calendar**

Activity	Change/Addition/Deletion
Voluntary Transfer Season	Transfer season will end on Thursday, April 9, 2020. This accommodates for the two-week closure and closing the voluntary transfer season prior to spring break.
OHRD& OSSI Priority Assignment Meeting	Thursday, April 16, 2020
Voluntary Transfer Season	April 17, 2020- Monday, July 20, 2020