

MEMORANDUM OF UNDERSTANDING
Between Montgomery County Public Schools
And
Montgomery County Education 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.

WHEREAS, MCPS and the Association are parties to a negotiated Agreement with a term of July 1, 2018, and ending June 30, 2020. (the “CBA”);

WHEREAS, the negotiated Agreement has been extended through September 30, 2020, or until a successor Agreement is ratified to provide for the orderly resolution of differences as the legally prescribed impasse procedure is completed;

WHEREAS, there are significant health and safety concerns regarding Coronavirus (COVID-19) with implications for staff and students;

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

WHEREAS, the parties’ CBA does not fully address these extraordinary, unprecedented risks to staff and students; 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, effective August 27, 2020, the parties agree as follows:

1. Return to buildings

- a. Decisions around when and in what manner students and staff may return to in-person instructional models in MCPS school buildings will be made by MCPS in consultation with MCEA and the other associations/unions and considering the direction of the Montgomery County Chief Health Officer.
- b. MCPS shall notify MCEA at least forty (45) days prior to the return to in-building instruction.
- c. MCPS agrees to meet with MCEA within two (2) business days of the notification to return to in-person instructional models to negotiate the impacts and implementation of the return plan. This includes, but is not limited to negotiating all necessary health and safety equipment and protocols to be implemented that are intended to maximize the safety and well-being of students and employees, alike. Additionally, MCPS agrees to negotiate with MCEA over the health and safety concerns and accommodations for staff who are at risk

of Coronavirus infection. In determining the parameters and guidance for onsite work, including in-person student instruction, MCPS and MCEA will meet and agree upon the implementation of health, safety, and operational measures consistent with guidance and best practices provided by federal, state, and local health officials, as well as industry experts and associations.

- d. Central office, in collaboration with school Instructional Leadership Teams, will approve access and assist in establishing schedules to allow for educational staff to voluntarily access classrooms and school buildings when appropriate. Building access will only be available when health and safety guidelines can be met, when no legal restrictions prevent access, and when the building is appropriately staffed by a building administrator or by a trained teacher leader for the day. Educators may volunteer to be the teacher leader in the building to facilitate access to the building. Access schedules will be posted for all staff. Schools shall establish school access procedures and guidelines which must include time-stamped sign in and sign out procedures, and which may include requiring health attestations, access points and procedures, restructured building use guidelines and negotiated personal protective equipment use regulations.
- e. In determining the parameters and guidance for onsite work, including in-person student instruction, MCPS and MCEA will meet and agree upon the implementation of health, safety, and operational measures consistent with guidance and best practices provided by federal, state, and local health officials, as well as industry experts and associations
- f. MCPS shall work with bargaining unit members to engage in an interactive process to determine reasonable accommodations for those who are at greater risk of Coronavirus infection due to age or other underlying health issues in accordance with state and federal employment laws (including but not limited to ADA and ADEA) and CDC, and EEO guidelines. Reasonable accommodations include but are not limited to, allowing a member to work remotely, providing an alternate work assignment, or granting “usual and imperative leave with pay” until they are able to return to work as determined by their medical provider. Additionally, MCPS agrees to negotiate with MCEA over the health and safety concerns and accommodations for staff who are at risk of Coronavirus infection.
- g. During the period of virtual-only learning, MCPS will not require MCEA unit members to enter locations other than MCPS facilities, where MCPS does not have the ability to enforce compliance with federal, state, local, and MCPS guidelines to conduct official MCPS business. At the time that the district returns to a blended virtual and/or in-person model or if an operational or instructional need arises during the period of virtual learning, MCPS and MCEA will meet to address the requirements to reduce risk for staff, including a tiered approach to providing services and provide for staff safety.
- h. The parties agree to organize the work schedule of itinerant and non-school based educators by prioritizing operating from one physical work site to provide services remotely where ever feasible. The parties agree to review the work of itinerant staff to determine what services can realistically be provide remotely and attempt to set up reasonable locations for providing such service. Further, the parties will continue to address how services are provided in any setting in a manner to reduce risk to staff and students.

2. School Year

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.

3. Duty Day

During times when the district is providing only virtual or blended learning and instruction the following will apply.

- a.** All blended virtual learning instruction days, and/or in-service days during this period of virtual learning or blended instruction shall be counted toward the contractual work year pursuant to the CBA for bargaining unit employees.
- b.** The daily schedule for unit members shall not be required to exceed 300 minutes of synchronous or live teacher led instruction.
- c.** The remainder of the daily schedule for unit members shall be inclusive of individual and group managed planning time to meet the needs of all learners in the online learning program.
- d.** Educator will be provided 450 minutes per week for individually managed planning and preparation time, in addition to the unmanaged 60 minutes a day outside of the scheduled duty day.
- e.** Educator will be provided with 225 minutes per week for group managed planning and preparation time. Activities that may take place during group managed time may include, but are not limited to the following:
 - i.** Co-planning
 - ii.** Data analysis
 - iii.** Monitoring student engagement and well being
 - iv.** Collaborating with other unit members and support staff
 - v.** Professional Development
- f.** Schools will seek to provide additional time in the day for teachers to facilitate additional time to plan, supports students, communicate with families and offer professional development opportunity.
- g.** Teachers, with approval of their principal and ILT, may be allowed to develop a non-contiguous teaching schedule to allow for them to attend to personal needs and to better support their students. For example, they may choose to move a period/module of planning time from the middle of the day to the end of the day, or later in the evening. Parents will be notified at least two days in advance of resulting schedule changes.
- h.** Teaching teams may choose to meet after school, before school or in the evenings, should all team members agree to the schedule. They may choose to flex some of their planning time or use the one hour of unscheduled time in the duty day to accomplish this.

4. Class Coverage

During times when the district is providing only virtual or blended learning and instruction the following will apply.

- a.** Class coverage includes instructing all or some of the students in an unavailable teachers' class(es) or attending to other professional obligations (e.g. IEP meeting) on their behalf.
- b.** Leadership teams will develop plans to provide for coverage in the event that a teacher is unable to complete their professional obligations.
- c.** During the course of virtual or blended instruction, the use of the IRA or additional planning time provided to classroom teachers of record for coverage of instruction will be suspended.
- d.** Unit members will be paid \$75 for covering the entirety of an absent teachers schedule for class coverage.

- e. Teachers that do not have a full course load, 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 for more than one period/mod or class.
- f. Teachers who cover parts of an absent/unavailable teacher's day shall have the stipend prorated to the amount of instruction covered.
- g. Staff who volunteer shall be called upon first to provide emergency class coverage.
- h. Special Educators and ESOL teachers shall not be required to provide class coverage.

5. Grading and Reporting

- a. Educators will be required to abide by established grading and reporting policies and practices. MCPS is returning to the district's grading and reporting program.
- b. The parties agree that the district will return to its established Evidence of Learning assessment program and that any new assessments will be implemented in compliance with the existing collective bargaining agreement and the Less Testing More Learning Act, or as mandated by MSDE to support the Recovery Plan for Education.

6. Special Education Services

- a. Teachers providing remote instruction will be provided the working technology, training, 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.
- b. Teachers of record shall have a primary responsibility of instructing students. Schools through consultation with the ILT and Triad may designate staff without a full course load to provide support for blended online learning and engaging students who are not reporting for online instruction. These designated staff members will not include Related Services providers
- c. Special educators with caseloads over 18 will be provided additional supports customizable to a school and teacher's need, supports will be provided by reevaluated staffing, additional substitute days, paraeducator support, additional para hours, and additional secretarial support. Special educators/related service providers may also request a review of their caseload and schedule if they have workload concerns. Related services providers with large caseloads should be given access to additional supports in line with the same support received by special educators.
- d. MCPS will continue to work on integration efforts where available between the state's MOIEP system and the district's student information system to reduce data entry requirements for special educators/related service providers on or around the beginning of the school year in an effort to streamline reporting processes and reduce the impact on special educator time. Further, the MOIEP workgroup will reconvene by mid-September to review progress and options of the integration between the new student information system and state MOIEP to identify ways to streamline the documentation process.
- e. Special educators/related service providers who find they need to work beyond the duty day to accomplish assigned work should discuss workload concerns with their immediate supervisor.
- f. 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.

- g.** Special educators/related service providers will make a good faith effort to implement student IEPs/ Individual Distance Learning Plans (IDLPs) as written. Providers will document all communications with families regarding service implementation challenges and the implementation of services.
- h.** Educators will provide and document services outlined in an IDLP. The IDLP will align with each students' IEP and describe the delivery of special education services in the distance format.
- i.** Special education teachers and case managers will revisit the IDLP developed during the Continuity of Learning in the spring 2020 and will update the IDLP in collaboration with parents/guardians. Teachers shall make a good faith effort to implement students' IEP and 504 plans and shall inform their supervisors of any barriers to doing so (including but not limited to difficulties managing teaching/caseload responsibilities). If necessary teachers shall convene IEP or 504 teams virtually in order to enable the provision of instructional services through the continuity of learning plan.
- j.** Special educators will comply with processes developed by OSE to meet the special education mandates of federal and state law, which have not been waived or relaxed during distance learning. Neither MCPS nor MSDE have the power to waive obligations under FAPE and therefore cannot support decision-making that is not consistent with the requirements of the IDEA. These mandates include timelines and documentation associated with assessment, IEP team meetings, and specially designed instruction. Should federal or state obligation be waived, relaxed or adjusted, MCPS and MCEA shall reconvene to discuss protocols consistent with new guidance. In order to comply with IDEA and MSDE, special educators and related service providers must:
 - i.** Follow IDLP process, revised based on feedback from staff during COL
 - ii.** Provide direct services according to the IDLP
 - iii.** Document all services provided, to enable MCPS to respond to state complaints and prove compliance with the IEP according to IDEA
 - iv.** Collect data to be able to mark progress on measurable IEP goals and objectives
 - v.** Complete MA logs and documentation to ensure accurate, timely and non-fraudulent reimbursement of related services
 - vi.** Ensure compliance with IDEA timelines for meetings, assessment and parent communication (e.g., 5-day documents)
- k.** MCPS will provide adequate clerical support and additional substitute coverage time to special educators/related service providers responsible for case management tasks to assist in the scheduling of meetings, preparation of parent letters, and the photocopying and dissemination of IEP meeting notes.
- l.** MCPS will centrally review school plans for caseload management and how special education and related services are provided, to identify and ensure additional supports are provided in a timely manner. Schools will marshal school resources, especially secretarial support, to document student support and provide additional planning time and extra clerical support where possible.

7. ESOL Services

- a.** MCPS recognizes the need for additional supports for the ESOL program and agrees that during the period of virtual learning, and in alignment with MSDE guidance, potential English Learners will not be evaluated using the state English language proficiency

- assessment tools for identification/placement of English Learners ordinarily used in a face-to-face environment (WIDA Screener and KWAPT).
- b.** Potential English Learners for whom a language other than English is indicated on two or more of the three questions on the home language survey (HLS), MCPS will use a grade-level adjusted questionnaire instead of traditional assessments to assess language proficiency (during the period of virtual learning) to formally identify English Learners. The questionnaire score sheet results will be entered in a new Google form.
 - c.** The questionnaire will be administered virtually or by phone (if an online connection is not available) to any newly enrolled student who is a potential English Learner to determine ESOL eligibility.
 - d.** Students identified as English Learners through this language proficiency questionnaire during the virtual learning period will not be retested when school buildings reopen. The questionnaire will serve as the official (sanctioned by United States Department of Education) standard entry process while we remain in a virtual learning mode.
 - e.** Testing assessors (TAs) in the ESOL testing and accountability center (ETAC) will follow the same pre-COVID [enrollment](#) process and administer the updated questionnaire to international students who are potential English Learners whether they are enrolled directly at a school or through the international office in an effort to reduce disruptions to student learning at the school level.
 - f.** MCPS will provide ongoing training opportunities for all ESOL teachers, resource teachers, and content specialists.
 - g.** The ESOL record will be created in Synergy by the testing assessor in the ETAC after the student is enrolled in school. The testing assessors will be responsible for enrolling the identified English Learners in the ESOL Program in Synergy. Enrollment staff may reach out to parents to get clarification on HLS results.
 - h.** The Parent Notification Letter and English Learners Accommodations forms must be completed within the designated time frame (45 days).
 - i.** MCPS will centrally monitor and work with schools to ensure that newly identified English Learners are sectioned and enrolled in the appropriate ESOL teaching section (ES schools) or ESOL course (secondary schools).
 - j.** ETAC will support schools with reassessment and sub coverage can be provided additionally to ensure reassessment is completed. If school-based ESOL educators are required to conduct these reassessments, MCPS will provide ESOL educators access to the available online tools to reduce the workload created by reassessing students. MCPS will continue to work with MSDE on enhancements to the MSDE approved online screening technologies including potential use of the WIDA screener.
 - k.** MCPS will centrally monitor and work with schools to provide ESOL teachers, resource teachers, and content specialists with additional supports customizable to a school and teacher's need. These supports may include additional substitute days, parent community coordinator support, additional paraeducator hours, compensation for work directed to be performed outside of the duty day, and additional support to complete administrative support. Educators should meet with their immediate supervisor to request any necessary support.
 - l.** ESOL educators who find they need to work beyond the duty day to accomplish these tasks should discuss workload concerns with their principal/supervisor. MCPS and MCEA agree to coordinate and meet to discuss opportunities for improving services to English Learners and further streamlining these virtual processes.

8. Professional Learning

MCPS and MCEA agree that engaging in ongoing, high-quality professional learning increases staff capacity to deliver differentiated distance learning that expands opportunities to learn and unleashes students' potential.

- a.** MCPS shall provide professional learning opportunities for staff to support their growth and development as teachers in the use of virtual instructional platforms and associated instructional pedagogies, to improve and enhance their cultural competency and to support the county's SEL learning plan.
- b.** MCPS shall appropriately train staff regarding best practices for alternative instruction, including design of online assignments, and delivery of instruction and assessing student learning on a virtual platform.
- c.** Teachers may use the 16 hours of professional time to engage in individually driven professional development activities outside of the duty day.
- d.** All professional learning and instructional work including the design, delivery, and assessment of instruction shall be completed in compliance with the guidance issued by the Maryland and Montgomery County Departments of Health and the state and local executive offices regarding Coronavirus (COVID-19).
- e.** To the extent feasible, priority will be given to providing professional development during the duty day. When mandatory professional development is scheduled outside the duty day, staff will be compensated, in compliance with the provisions of the CBA.
- f.** Professional development should be driven by educators and focused on adapting to new instructional platforms and pedagogies. MCPS will ensure educators are given a meaningful opportunity to provide timely input and feedback to inform the design and development of professional learning for teachers.
 - i.** The professional development available to classroom-based educators should be extended to all educators who provide support for other educators (e.g., 12-month instructional specialists, staff development teachers, resource teachers, school-based content specialists, media specialists, and elementary reading specialists) with Tier 1 pay.
 - ii.** Every effort will be made to provide substitute coverage for educators participating in professional development during the duty day. Only in emergency situations, not to exceed five days, should 12-month instructional specialists, staff development teachers, resource teachers, school-based content specialists, media specialists, elementary reading specialists and math content coaches be called upon to teach additional classes, virtually or in a physical location.
 - iii.** If these educators are called up to cover additional courses due to professional learning needs, their other work duties will be proportionally reduced.
- g.** Recordings made by staff for the purposes of professional learning and development will be stored on the cloud for the duration of the school year.

9. Pre-service Schedule

Instructional leadership teams in consultation with their teams will have the flexibility to design the Pre-Service schedule that fits best for their school based on the allotted hours mentioned below.

- a.** Unit members assigned classroom responsibilities shall have at least three uninterrupted days scheduled prior to the start of student virtual learning, during which time the unit member will be allowed to prepare their virtual classroom and materials. These days will include up to four (4) hours of online compliance training requirements and up to one (1) hour for a scheduled MCEA member meeting to include MCEA building representative

elections. No other meetings or duties shall be required of the unit member during the three-day period.

- b. During the two leadership managed days, 8 hours are reserved for required synchronous meetings/professional development. It is the intention that these 8 hours be spread out as evenly as possible over the two days. In addition, two (2) hours of the leadership managed days will be reserved for collaborative team planning. School level teams will be able to determine how these two (2) hours for collaborative team planning are accomplished with approval from the school leadership team. Flexibility will also be provided for educators who are on multiple teams or PLCs or are the only educator for their content or level. The remaining time will be allotted for additional required tasks, such as supply pick up in buildings, case management and additional required asynchronous professional learning.
- c. Unit members will not be required to physically distribute student learning materials during this time.
- d. Sample schedule:

<i>Monday August 24</i>	<i>Tuesday August 25</i>	<i>Wednesday August 26</i>	<i>Thursday August 27</i>	<i>Friday August 28</i>
<i>Unmanaged</i>	4 hours meetings 1 hour collaborative planning 2 hours synergy training	Unmanaged & compliance training & MCEA meeting	4 hours meetings 1 hour collaborative planning 2 hours of orientation	Unmanaged

10. Communication

- a. MCPS and MCEA realize that communication and collaboration are key to a sustainable, valuable, and robust virtual education program. MCPS will collaborate with MCEA to develop explicit communication plans, wherever possible.
- b. MCPS will continue and work to improve current processes that engage association presidents to share communication plans and planned messages before they are shared with the broader community.
- c. MCEA unit members will not be expected to read or respond to communications (e.g. email, phone calls, texts) s outside of their contractual duty day including weekends.
- d. All educators will have access to Language Line to better communicate with students and their families. MCPS will provide training for and advertise the availability of Language Line to staff
- e. MCPS unit members who are directed to translate materials and communications for students and parents will receive Tier 2 pay for each hour worked to translate a document(s).

11. Professional Growth System and Evaluations

- a. MCEA and MCPS commit that the Professional Growth System and Evaluations will:
 - i. Maintain a fair and supportive TPGS that reflects agreements made by the

- Implementation team and holding as much as possible to past practice
- ii. Provide teachers with adequate resources and reasonable expectations reflective of the unique challenges during distance learning
 - iii. Provide qualified observers with guidance as to how to support teachers, observe teaching and provide feedback during distance learning
- b. MCEA and MCPS are committed to ensuring that all students have access to a skillful teacher. As a result, high-quality teaching and learning must continue to occur. Teachers are supported through the essential elements of the Teacher PGS, including the Teacher PGS Standards. As such, formal observations and evaluations will be implemented through a virtual platform.
 - c. MCEA and MCPS are committed to providing all novice MCPS teachers with a consulting teacher. Experienced teachers who are new to MCPS may also have an opportunity to have a consulting teacher, if the principal perceives a need for such support. As a result, the new date to request a consulting teacher for an underperforming new-to-MCPS teacher is Friday, October 16, 2020.
 - d. If the teacher began teaching on the first day of school, the administrator will need to submit their request and two formal observations (one observation must be announced) to the director of Department of Professional Growth Systems.
 - e. If the teacher began their teaching assignment after Monday, September 14, 2020, the administrator will need to submit their request and one formal announced observations and one informal observation, with evidence of a post-observation conference and acknowledgement of the informal observation post conference to the director of Department of Professional Growth Systems.
 - f. MCEA unit members will only complete one Student Learning Objective (SLO) for the 2020-2021 school year, during the second semester, pending state approval. Should MSDE waive this requirement, no SLO will be required.

12. Teacher Transfer and Staffing Calendar

- a. The parties agree to use the regular meeting schedules and processes to address hiring and transfer seasons.
- b. The parties agree to meet and negotiate over the impacts and implementation within 48 hours of any changes to the teacher transfer process and staffing calendar.

13. Privacy, Nondisclosure and Technology

- a. 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.
- b. MCPS values educator privacy and will communicate district policies that protect educators from being recorded by third parties during live instruction.
- c. Teachers who need to remove a student from a live class or limit access to virtual classroom tools, like discussion boards for disciplinary actions, should notify their administration. Teachers have discretion to mute students or turn off a student's camera in order to maintain an orderly school environment, but should notify their administration if they find that they must regularly mute or discontinue student video due to disciplinary infractions.
- d. MCPS will provide guidance to parents on appropriate levels of support and engagement during live Zoom classes.
- e. MCPS will create processes for staff to report issues arising during live Zoom classes.

- f. MCPS will provide technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver and support 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, instruments, art supplies, manipulatives, etc.) deemed essential to student learning.
- g. Employees will adhere to the Montgomery County Board of Education's *User Responsibilities for Computer Systems, Electronic Information, and Network Security, Regulation IGT-RA*.
- h. 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.
- i. MCPS is committed to providing new Chromebooks for classroom teachers and district-wide instructional resources.
- j. Mi-Fis will be made available, as MCPS is able to obtain them, to educators who need dependable internet access to perform their duties. MCPS will make every effort to work with educators who need reliable internet, but are not able to receive a MiFi device due to supply issues. A process for the distribution of Mi-Fis is being coordinated through schools.
- k. MCPS is committed to providing appropriate, functioning, and updated technology to provide all students a robust educational program.
- l. 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.
- m. MCPS agrees to coordinate with schools to provide a check out process for onsite school materials, library books and small technology items, for example document cameras and headphones, following similar policies to the checkout of media materials.
- n. Schools, in concert with central office will develop plans to provide teacher needed supplies and materials, for example, paper, pens and notepads.
- o. MCPS will expand the capability of Chromebooks by providing access to a virtual network that enables the chrome book to run and use the Microsoft Windows platform.
- p. MCPS will share information to unit members around available subscription services and will do so during preservice.
- q. Teachers may use the existing school process for requesting access to subscription based services.
- r. MCPS will provide teachers with the ability to access printed materials via copy plus.

14. Recording Synchronous Instruction

- a. Virtual lessons will be recorded for students to view within 72 hours.
 - Teachers will post lessons to their myMCPS Classroom—no artistic editing is required
 - Access to the video will be limited to students in the class with MCPS email accounts
 - An educator's recording of a lesson may incorporate additional lesson resources used to enhance the lesson activities (including but not limited to lesson resources using Nearpod, Screencastify, Google Slides, and others)
- b. MCPS will require precautionary measures to protect student and staff privacy.
- c. MCPS will provide ongoing training and supports to staff on best practices for integrating technology into instruction, using virtual platforms, and recording lessons and mandatory

precautionary measures associated with recording instruction. This will include stipend and in-service professional learning opportunities.

- Technology instructional specialists will be available to support educators who reach out through the technology HelpDesk or school-based ITSSs for assistance with recording and posting videos.
- d. MCPS is committed to protecting student and staff privacy through implementation of the mandatory precautionary measures. If a unit member becomes aware of inappropriate sharing, altering, or screen capturing of video, the following actions will be taken:
 - Students and families will not be able to access synchronous recordings until an investigation is complete. School administrators will arrange for the student to recover learning during this period of investigation.
 - If a unit member becomes aware of a code of conduct violation, unit member should provide a link to the recording to their principal to determine whether the video should be maintained as part of a student's record and next steps.
 - Report the unauthorized use or dissemination to their principal
 - Take screenshots or document the unauthorized sharing, if possible, and provide it to their principal
 - Principal will work with central office staff to determine who has accessed the video and will take appropriate measures which will be communicated to the staff member(s) impacted by the altered content.
 - Legal representation of any bargaining unit member will be provided in accordance with Article 12 F of the negotiated Agreement.
- e. If a video is stored, recorded, or shared in violation of these established rules, students can face disciplinary and/or corrective action, including but not limited to:
 - Loss of privilege to access recorded videos
 - Written Warning
 - Disciplinary Measures
- f. If a unit member learns that a lesson or image has been shared with anyone outside of the class, the staff member will:
 - Report the unauthorized use or dissemination to their principal
 - Take screenshots or document the unauthorized sharing, if possible, and provide it to their principal
 - Principal will work with central office staff to determine who has accessed the video and will take appropriate measures which will be communicated to the staff member(s) impacted by the altered content.
- g. The recorded lessons will not be used in the professional growth system evaluation process or be documented by MCPS as an informal or formal observation, unless the need arises for an educator to record their class for the purpose of obtaining certification with the state.
 - Teachers' TPGS evaluation data will include students who attended live instruction.
- h. Educators who make a good faith effort to meet expectations will not be disciplined for issues related to recording of lessons.
- i. Educators will be provided access to student reports through myMCPS Classroom of students who accessed synchronous recordings.

15. Substitutes

- a. During the first quarter, MCPS will open the substitute management system to currently trained substitutes, certificated teacher candidates who did not secure full time teaching

- positions, long-term substitutes from the second semester of FY2020 and a pool of no less than 150 additional substitutes who will be trained to teach during the period of virtual and blended learning.
- b. Quarterly, MCPS will review the number of teacher leave requests, registered substitute jobs in the sub management system and evaluate its operational needs regarding the number of substitutes trained to teach during the period of virtual and blended learning. If additional substitutes are needed, MCPS will reopen the training pool each quarter to recruit and train additional potential substitutes.
 - c. In an effort to reduce disruptions to student learning and workloads, MCPS will work to identify and provide specialized training to substitute cohorts interested special education and ESOL.
 - d. MCEA and MCPS shall collaborate to revise and update the training and onboarding plan for substitutes teaching during the period of virtual and blended learning.
 - e. The list of currently trained substitutes will be available and shared on or before Thursday, September 1, 2020. This list will be updated at least quarterly, or as necessary to reflect availability.
 - f. In order for an educator to gain a substitute, the absence must be placed in the Substitute Management System.
 - g. School teams will need to discuss building-based substitute processes and procedures and alter and/or develop to match a virtual learning environment.

16. Extra-Curricular Activities

- a. MCPS is committed to the continuation of stipends for staff in an effort to support student achievement.
- b. Substitutes are eligible for hire to support these programs.
- c. Extracurricular activity stipends will be paid at the current stipend rate.
- d. MCPS and MCEA will collaborate on how, under state guidance, to determine ways to adjust, enhance and continue the extracurricular programs.
- e. All sponsors will receive a portion of the stipend, based on an established amount of hours of work, to engage with students virtually during the fall semester. Additional stipend payments will be made during the spring semester. No stipends will be prepaid for later work.

17. Home to School Communication

- a. MCPS will engage with MCEA to ensure educators have the ability to share input on needed trainings and services.
- b. MCPS will ensure that available systems, including but not limited to the new Student Information System, will be available to strengthen both school to home and home to school engagement and communication.
- c. MCPS will ensure that the Student Information System and associated systems have embedded automated translation services to support communication between home and school.
- d. MCPS will continue to provide translation services for both electronic and print materials/communications and Language Line Services or a comparable system for staff. This is in addition to the use of support staff to assist in the translation of materials.
- e. To support teachers engaging effectively with students, parents and guardians, MCPS will strive to provide bilingual tech support to students and families.

18. COVID-19 Leave Process

- a.** 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 in accordance with the FFCRA to obtain such a test and to see a doctor. The employee shall be granted paid leave under or consistent with the FFCRA while waiting for test results. Should the employee(s) test positive for COVID-19, leave with pay shall be extended for the entire period of recovery. Employees who believe they have been exposed to COVID-19 shall receive leave under and/or consistent with the FFCRA for testing and self-quarantining. If the employee's quarantine and recovery period extend 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.
- b.** MCPS is committed to implementation of the FFCRA, in the event that FFCRA is not reauthorized, MCPS and MCEA will meet promptly within two business days to develop leave plans in alignment with the provisions of the FFCRA, save those surrounding non-illness child care. Should the FFCRA not be authorized, MCPS will work with MCEA to develop flexible applications to take child care leave as defined in the negotiated Agreement, including the option to opt in during the school year.
- c.** Staff who are exposed to Coronavirus, or believe they have been exposed, should immediately contact their supervisor to inform them. Staff who have been exposed or are believed to be exposed shall work remotely during their period of quarantine. Staff who are exposed, or are believed to be exposed, should not return to a physical environment until they have received a confirmed negative COVID-19 test. It will then be that staff person's choice to return to a physical environment, related to a work place infection, after the period of quarantine and after a confirmed negative test.

19. Non-School Based and 12-Month Educators

- a.** Recognizing the differences in duties assigned to 12-month instructional specialists and other non-school based unit members, the parties agree to meet and negotiate a side letter to this MOU in an effort to address concerns related to workload of these employees. This meeting should take place within two business days of the ratification of this MOU, or on a mutually agreeable timeline.
- b.** MCPS will extend the completion date of online Compliance Training to September 8, 2020 for all 12-month unit members who do not have unsupervised access to students.

20. Teacher Voice and Leadership:

- a.** Collaborative leadership is even more vital during remote work. MCPS leadership structures should continue to meet using virtual platforms including Triads and instructional leadership teams.
- b.** Additional effort to ensure that MCPS leadership structures account for teacher voice using digital tools will be made in collaboration with MCEA.

21. 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.

22. This MOU does not constitute a waiver of MCEA claims to 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. Recognizing the unique challenges of working from home, MCPS reiterates that the current contractual provisions around work beyond the contractual duty day remain in effect and are subject to the grievance process.

23. 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.
24. MCPS and the Association agree to revisit the terms and conditions of this MOU should any future announcements from the President, Governor and/or Maryland State Department of Education, and the local chief health officer require the adjustment or alteration of any conditions contained herein.
25. This agreement is not setting precedent or past practice and is only effective during the term of this agreement and will not become part of the CBA and is a unique situation. This does not obligate bargaining unit members to use online learning or virtual student instruction in the future beyond this state of emergency.
26. The parties reserve all rights pursuant to the law and CBA, except as expressly stated in this MOU, and acknowledge the non- precedent setting nature of the MOU.
27. 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 EXECUTED THIS AGREEMENT IN THE STATE OF MARYLAND UPON THE DATE INDICATED BELOW:

For MCPS

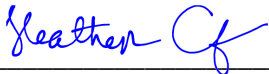


Monifa B. McKnight
Deputy Superintendent

08/30/2020

Date

For MCEA



Heather Carroll-Fisher
Executive Director

8/30/2020

Date