

**MEMORANDUM OF UNDERSTANDING
BETWEEN MONTGOMERY COUNTY PUBLIC SCHOOLS
AND
MONTGOMERY COUNTY EDUCATION ASSOCIATION,
MONTGOMERY COUNTY ASSOCIATION OF ADMINISTRATORS AND PRINCIPALS,
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500**

Regarding: COVID-19 Leave for the 2022-2023 School Year

This Memorandum of Understanding (MOU) is made by and between the Montgomery County Public Schools (MCPS) and the Montgomery County Education Association (MCEA), the Montgomery County Association of Administrators and Principals (MCAAP/MCBOA), and the Service Employees International Union, Local 500 (SEIU), referred to collectively as “the Parties.”

Pursuant to the Resolution adopted on September 9, 2021 by the Montgomery County Board of Education (the Board), as amended by the Resolution adopted on October 5, 2021, all MCPS employees during the 2021-2022 school year were required to provide COVID-19 vaccination verification, unless exempted pursuant to an approved medical exemption. Subsequent to the amended Resolution, MCPS also accepted and approved religious exemption requests from the vaccination requirement. Individuals with an approved exemption were required to submit to regular COVID-19 testing as determined by MCPS.

The parties, having engaged in good faith negotiations over COVID-19 leave for all employees during the 2022-2023 school year, agree as follows:

1. **Duration.** This MOU shall be effective on the date it is fully executed by all Parties and shall expire on June 30, 2023.
2. **Vaccination and Testing.**
 - a. Employees who have not yet provided verification of their COVID-19 vaccination may provide any of the following documents to demonstrate compliance with the Board’s amended resolution:
 - i. A vaccination verification provided by the employee’s health insurance provider;
 - ii. A letter from the employee’s primary care physician;
 - iii. A Maryland Department of Health Immunization Certificate (MDH Form 896) (accessible free of charge on <https://www.marylandvax.org>); or
 - iv. A handwritten vaccination card marked at the time the vaccination is administered.
 - b. Employees who were previously vaccinated and have provided proof of vaccination or, if not previously vaccinated, who provide adequate proof of vaccination shall not be required to undergo regular COVID-19 testing.
 - c. Employees required to submit to regular COVID-19 testing will be provided rapid home test kits to self-administer. A supply will be available at each worksite. All employees will be informed of where in their worksite they can obtain test kits. Employees may choose

to take a PCR test in lieu of the rapid home test kit, but will not be provided with leave to be tested. Employees need only report a COVID-19 positive test result.

- d. An employee's proof of vaccination or booster and documentation in support of medical or religious exemption will be electronically submitted directly by the employee to a central MCPS repository through a secure platform. MCPS will store the records it receives in a confidential, secure medical record maintained separately from personnel files, and will limit access to that information to the extent possible to health professionals, designated IT professionals whose services are necessary to maintain the document repository, those involved in coordinating MCPS' COVID-19 response, and those involved in the leave or pay approval process.
 - e. The Board may use and disclose vaccination information that it receives for its legitimate business purposes, provided appropriate confidentiality protections are in place. Legitimate business purposes may include but are not limited to: protecting the health and safety of students, employees, and community members, those in the workplace, and business partners; managing employee leave, benefits, and accommodations; ensuring compliance with Board policies; and meeting legal and regulatory requirements. The Board will obtain the employee's consent when required to do so by applicable state or federal law before disclosing vaccination records to third parties.
3. **Close Contacts.** Vaccinated unit members who have a close contact with a known COVID-19 positive individual are recommended to be tested as per the CDC guidelines. Such individuals will be able to test either at their work site or at home using a rapid home test kit provided by MCPS. A supply will be available at each worksite. All employees will be informed of where in their worksite they can obtain test kits. Employees may choose to take a PCR test in lieu of the rapid home test kit, but will not be provided with leave to be tested. Employees need only report a COVID-19 positive test result.
4. **Employees with COVID-19 Symptoms or a Positive Diagnosis or Test Result.**
- a. Individuals exhibiting COVID-19 symptoms are encouraged to stay home and self-administer a rapid home test or receive a PCR test from a healthcare facility. MCPS will provide rapid home test kits to self-administer. A supply will be available at each worksite. All employees will be informed of where in their worksite they can obtain test kits. If the test results are positive, the employee shall report the result to their supervisor and through MCPS' COVID positive reporting form.
 - b. Employees with a positive COVID-19 diagnosis shall comply with the CDC's guidelines for isolation. MCPS shall provide all employees with an update in the event the CDC guidance changes subsequent to entering into this MOU.
5. **Leave.**
- a. All employees shall be advanced seven (7) days of COVID-19 sick leave (the number of hours actually loaded to the employee's leave balance will equal the number of hours they work over a 7-day span as of the date the MOU is fully executed or, for new

employees hired after the MOU is executed, as of the date of hire). Use of this leave shall be limited to those employees with a positive COVID-19 test result, documented by a photograph of a rapid home test kit, written documentation of a rapid antigen or PCR test result, or a doctor's note. Retroactive application of COVID leave to an absence between July 1, 2022 and the date the MOU is fully executed may also be supported by an email or text communication between the employee and their supervisor.

- b. The COVID leave described in paragraph 5(a) may be used to care for a family member. "Family" for the purposes of this section shall be defined as a spouse, child, parent, adult child incapable of self-care, sibling, or anyone who regularly lives in the employee's household, for whom the employee has a durable medical or personal representative power of attorney, or who raised the employee in lieu of a parent.
- c. If, after exhausting the leave provide for in paragraph 5(a), a unit member contracts COVID-19, the unit member may request up to five (5) days of additional COVID-19 leave, provided the unit member submits a PCR test to the timekeeper along with the leave request.
- d. Except as otherwise indicated, COVID-19 sick leave may be used in one-day increments. Employees with work that is portable and who are approved for telework or who are caring for a family member may use COVID-19 sick leave in hourly increments. Employees caring for a family member who use COVID-19 sick leave in hourly increments must wear a mask while on-site for the balance of their work day.
- e. Once an employee has exhausted the COVID-19 sick leave, they will be required to use their earned or advanced sick leave. The use of sick leave (or illness-in-family leave) shall be guided by the standard procedures for use of such leave, except that an individual using COVID sick leave for their own COVID-19 positive diagnosis shall not be required to submit a doctor's note or return to work slip if the period they are out of work is less than ten (10) days in total.
- f. Short-term substitutes are not eligible to receive COVID-19 sick leave. Long-term substitutes are eligible to receive seven (7) days of COVID-19 sick leave (the number of hours actually loaded to the long-term substitute's leave balance will equal the number of hours they work over a 7-day span as of the date the MOU is fully executed or, for new employees hired after the MOU is executed, as of the date of hire), which only may be used while in a long-term substitute assignment. Long-term substitutes will only receive one allocation of COVID-19 sick leave regardless of the number of long-term assignments they work.
- g. Unused COVID-19 sick leave will not roll over into the next school year, is not transferrable into a different leave category, and cannot be cashed out at the end of the year if unused.
- h. The COVID-19 sick leave may be applied retroactively to July 1, 2022, provided that the employee submits proof of a COVID-19 positive diagnosis. Documentation may include one of the following: a photograph of a rapid home test kit, a PCR test result, or a doctor's

note. Employees seeking retroactive application of COVID-19 leave to an absence between July 1, 2022 and the date the MOU is fully executed may also support the leave request by an email or text communication between the employee and their supervisor.

6. **Masking.** All unit members shall comply with the MCPS guidelines on face covering as detailed in the Fall 2022 Reopening guide revised August 15, 2022. The Fall 2022 Reopening guide states as follows:

According to the Maryland State Board of Education, masks are no longer mandatory in Maryland public schools and local school districts may decide how to use masks to maintain safe, in-person learning. The CDC recommends universal indoor masking at the high community risk level when COVID-19 transmission is high in the community-at-large and in healthcare settings (including school nurse's offices). Masks will be made available to all staff and students, and supported for individuals who choose to wear a mask at any COVID-19 community risk level. Masking may be temporarily recommended or required in local outbreaks, high risk situations, or, more broadly, when COVID-19 community transmission is high.

In accordance with the Reopening guide, MCPS:

- a. Shall make a disposable mask available to students, staff, and visitors entering the building.
- b. Shall maintain and distribute a supply of face coverings to itinerant employees for clients and the client's families.
- c. May temporarily impose stricter masking guidelines in the event of a COVID-19 outbreak, an increase in community risk, or based on recommendations provided by the CDC, the State of Maryland, the Montgomery County Board of Health, and the Montgomery County Department of Health and Human Services. MCPS shall provide the associations with no less than 24 hours' notice of an event requiring the imposition of stricter masking guidelines.

At any community risk level, individual employees' decision to wear a mask indoors will be respected.

7. **Students with COVID-19 Symptoms.**

- a. No MCPS bargaining unit member will be required to handle used COVID-19 testing/bio-hazard materials or provide coverage for a school health suite or for the COVID-19 isolation room, except for in true emergency situations.
- b. If a student exhibiting COVID-19 symptoms is unable to independently report to the health room for evaluation, a staff member (on a rotational basis when possible) may be called upon to supervise the student to the destination. This can safely occur maintaining physical distancing, mask wearing and other safety measures.

- c. An emergency situation is defined as an unplanned and unavoidable occurrence. For example, lunch and bathroom breaks for health room technicians and nurses would not be considered an emergency situation.

8. **Event of a COVID-19 Outbreak.** In the event of a switch to a system-wide or whole school virtual model due to a COVID-19 outbreak, MCPS will provide notification to the impacted staff no later than noon the day before the switch will take place. To prepare for this change in operations, staff will have one day of preparation where students will participate in remote asynchronous learning. Full virtual, teacher-led instruction will then take place.
 - a. **Instructional Staff.** Instructional staff will use the asynchronous learning day for planning time. No less than twenty percent (20%) of the planning time, but no more than thirty percent (30%) of the planning time, will be for collaborative planning, unless otherwise agreed by the team to exceed thirty percent (30%). The remainder of the time will be spent for individual unit member planning.
 - b. **Non-instructional Support Staff.** If the shutdown, or hybrid work schedule involves a reassignment of Non-instructional Support Staff Professionals, consideration shall be given to individualized needs of the Support Staff Professional (i.e., location of assignment in relation to current assignment, available transportation, familial obligations, secondary employment obligations and/or skill set) before assigning coverage duties.
 - c. Unless on approved leave, all 10-month employees shall work and be paid on the asynchronous learning day.

9. **New Hires.** New hires or rehires must present documentation of a completed COVID-19 vaccination series to MCPS prior to their orientation date prior to starting employment or submit to regular asymptomatic testing in accordance with paragraph 2 of this MOU.

10. **Mitigation Measures.**
 - a. The Board commits to continuing all COVID-19 mitigation measures based on recommendations made by the CDC and requirements from the State of Maryland, the Montgomery County Board of Health, and the Montgomery County Department of Health and Human Services, including but not limited to screening, testing, masking, ventilation, cleaning and disinfection, and proper implementation of isolation policies.
 - b. MCPS will provide the resources and training to ensure that all work done at MCPS can be performed safely and is consistent with the level of risk to exposure to the COVID-19 virus.
 - c. MCPS will ensure that all PPE provided:
 - i. meets the CDC, OSHA, and MOSH guidelines and standards for use in schools;

- ii. is distributed to worksites in unopened packaging, clean, and without contamination to ensure the health and safety of all staff;
- iii. is provided to each individual staff member so there is no sharing of PPE equipment;
- iv. is inclusive of appropriate PPE, differentiated to meet the unique instructional and/or operational needs of the students being served or job duties/responsibilities (i.e., face shields, gloves, gowns or masks), and consistent with the CDC and MSDE recommendations;
- v. is without rotation and will be replaced when damaged or destroyed;
- vi. is inclusive of sufficient soap and hand sanitizer stations at worksites; and
- vii. is inclusive of disposable disinfecting wipes and other necessary cleaning materials.

11. Site-Based Safety Committees.

- a. MCPS agrees to the identification of site-based safety committees at all MCPS work sites, including non-school based sites, to provide guidance and support to practices necessary to minimize risk to employees and students.
- b. The Parties further agree to work collaboratively to define the specifics of the membership, scope of work and operating expectations of this committee. Membership may vary from site to site; however, it is imperative that it is inclusive of representation from all applicable bargaining units chosen by the unit employees at the site. An existing decision-making group may be used for this purpose and may be expanded through addition of up to three representatives of a bargaining unit not already having that many members of the group for consideration of safety committee issues.
- c. Should an unresolved dispute arise within a site-based safety committee the concerned party may advance the issue to the Department of Labor Relations who will involve the appropriate Union representative(s) and central office administrator(s) in attempting to resolve the dispute. Whenever possible, a meeting will be held within two business days and the matter resolved within three business days. If it is not resolved within the above timeframe, it will be advanced to the Superintendent's designee for resolution in collaboration with the unions.

12. No Termination. No unit member shall be terminated due to illness or absence as a result of their own personal illness as a result of COVID-19 infection, or while caring for an immediate family member as a result of COVID-19 infection, for any reason, including but not limited to the lack of available leave. In situations where the unit member cannot return to work, procedures in place for short-term, long-term, or other qualifying available leave shall be followed.

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

14. Non-Precedential. The provisions of this MOU reflect agreements that have been reached by the parties as a result of unique and temporary circumstances and will not be regarded by either party as constituting past practice or setting precedents for any other purpose.

15. **Relation to Negotiated Agreements.** The provisions of this MOU are not intended by the Parties to become a part of their current respective collective bargaining agreements. Except as otherwise expressly stated in this MOU, all provisions of the current collective bargaining agreement between the parties shall continue in effect during the period that all or any portion of this MOU remains in effect.

16. **Disputes.** Any disputes regarding the provisions of this MOU shall be subject to the grievance and arbitration provisions set forth in the current collective bargaining agreements between the Parties.


IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the dates indicated below.

For Montgomery County Public Schools:

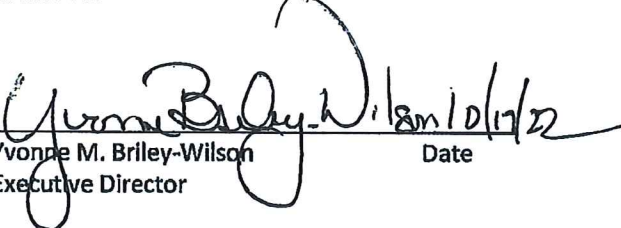
For Montgomery County Education Association:

 _____ Monifa B. McKnight, Ed.D. Superintendent of Schools	10-21-2022 Date	 _____ Heather Carroll-Fisher Executive Director	October 17, 2022 Date
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**For Montgomery County Association of
Administrators and Principals:**


 _____ Stacy Gray Executive Director	10-17-2022 Date
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**For Service Employees International Union,
Local 500:**

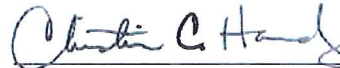
 _____ Yvonne M. Briley-Wilson Executive Director	10/17/22 Date
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Joint MOU COVID-19 Leave for the
2022-2023 School Year


For Montgomery County Education Association:

 October 17, 2022
Jennifer Martin Date
President

**For Montgomery County Association of
Administrators and Principals:**

 October 17, 2022
Dr. Christine C. Handy Date
President

**For Service Employees International Union,
Local 500:**

 October 17, 2022
Pia Morrison Date
President