

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Montgomery County Public Schools (MCPS)**

**And**

**Service Employee International Union (SEIU Local 500)**

**Regarding: Impacts of COVID-19 School Closure**

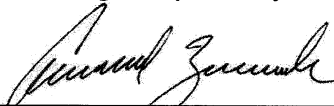
Montgomery County Public Schools and SEIU Local 500 have engaged in negotiations over the impacts to bargaining unit employees resulting from the closure of schools due to the COVID 19 pandemic. In order to support the continuity of learning and of overall school system operations in these uncertain times, and to ensure that employee's needs and rights are supported, the parties agree to the following:

1. The status of employees, including compensation and leave status are set forth in Appendix A, to this MOU, and by reference, made a part of this agreement.
2. MCPS shall provide the resources necessary to ensure that any work done in an MCPS facility can be performed safely, including providing employees with safety equipment, protective clothing, and social distancing protocols, consistent with the risk to exposure to the COVID 19 virus, associated with the work being performed.
3. Where there is not sufficient work to do for certain employees, MCPS may create alternate work assignments where necessary, 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. When such work performed is in a higher classification, the employees shall receive the higher rate of pay for all such work performed, in accordance with the terms of the negotiated Agreement.
4. 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 wireless internet access devices (MiFi), 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. Employees may, however, choose to use their own technology as a matter of personal preference.
5. School plant operations employees shall be given orientation and training for the use of any cleaning agents or cleaning protocols that vary from those normally used and followed.
6. The deadline for application for student debt relief funds shall be extended through April 24, 2020.
7. The parties agree to time limit extensions for filing, responding and appeals for grievances and administrative complaints to thirty (30) calendar days following when the period of remote student learning ends.

8. Employees receiving peer assistance through the SSPGS prior to March 30, 2020 shall have their six (6) month support period frozen as of that date, with the remainder of their six (6) month support period occurring when the period of remote student learning ends and the school system has resumed normal operations, including the employee having resumed their normal responsibilities.
9. Employees who were under a 90-day special evaluation as of March 6, 2020 shall have the evaluation period frozen as of that date, resuming when the period of remote student learning ends and the school system has resumed normal operations, including the employee having resumed their normal responsibilities.
10. The parties have agreed to certain changes to the upcoming involuntary transfer season. Those changes are attached as Appendix B of this MOU and by reference made a part thereof.
11. 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.
12. Except as otherwise provided for in this MOU, this agreement shall remain in effect until such time when the period of remote learning ends and the school system has resumed normal operations.

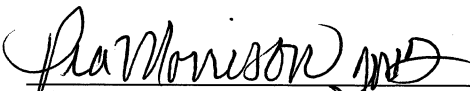
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN THE STATE OF MARYLAND UPON THE DATE INDICATED BELOW:

For Montgomery County Public Schools

  
\_\_\_\_\_  
Andrew M. Zuckerman  
Chief Operating Officer

4/8/20  
Date

For SEIU Local 500

  
\_\_\_\_\_  
Pia Morrison, President  
Service Employees International Union Local 500

4/8/20  
Date

## Appendix A

### Work performed during the Maryland Governor's Stay at Home Order

1. Except in emergency and/or highly unusual circumstances beyond MCPS's reasonable control, no SEIU represented employee shall be required to perform work on site subject to the provisions outlined in this document.
2. Where there is an operational need for work to be performed that cannot be done remotely, MCPS shall seek employees who voluntarily want to perform such work. Those who elect to work such assignments shall be paid at time and one half (1.5) times their regular rate of pay for all such time spent performing such duties, regardless of their FLSA status.
3. Employees who do not elect to work assignments referenced in paragraph 2 shall continue to receive their regular rate of pay while MCPS operates for remote learning under the Gubernatorial Executive Order, signed on March 30, 2020.
4. In an emergency and/or highly unusual circumstance beyond MCPS paragraph 2 shall continue to receive their regular rate of pay while MCPS operates such employee(s) shall be compensated at two (2) times their regular rate of pay for all time spent performing such duties, regardless of their FLSA status.
5. These provisions are in place while the "Stay at Home" order issued by the Governor of Maryland on March 30, 2020 is in effect. The parties shall negotiate substitute provisions based on subsequent executive orders, or other conditions which may exist at the time the stay at home order of March 30, 2020 is lifted.
6. Paragraph 2 of this provision does not apply to SEIU represented employees who are accessing an MCPS facility for the purpose of retrieving materials, including technology devices, for working remotely, and where no work is expected to be performed by the employee while at the facility.

## Appendix B

### FISCAL YEAR 2021 STAFFING CALENDAR FOR PARAEDUCATOR POSITIONS REVISED DRAFT March 26, 2020

Date	Activity
<b>March 30, 2020- Thursday, April 8, 2020</b>	<ul style="list-style-type: none"> <li>• Principals notify paraeducators who are involuntary transfers (SEIU Local 500 agreement, Article 19, Section Q.2, Article 21).</li> <li>• Paraeducators who have a reduction in hours must be notified in writing and by phone call.</li> <li>• Approved requisitions will be released upon confirmation of a vacant position and after the Paraeducator Staffing Form 425-9 has been received and accepted.</li> </ul>
<b>Thursday, April 9, 2020</b>	Priority assignments (involuntary transfers) are due to the Office of Human Resources and Development (OHRD) using the online Paraeducator Staffing Form 425-9. The form is an interactive PDF and can be filled out and submitted electronically. Adobe Acrobat Reader 8 or 9 is needed to complete this form. Contact the Help Desk to obtain a copy of the current version of Adobe Acrobat.
<b>Tuesday, April 14, 2020</b>	<p><b>Priority Assignment Transfer Information Meeting conducted by webinar Zoom or Google Meet</b></p> <p style="text-align: center;"><b>PDO Course Number: TBA      Time: TBA</b></p> <p>This meeting is only for paraeducators who have been involuntarily transferred or are returning from leave. Access information will be sent to paraeducators identified as involuntary transfers.</p>
<b>Wednesday, April 15, 2020- Tuesday, May 19, 2020</b>	<p>Voluntary transfer season. <b>The voluntary transfer season is from Wednesday, April 15, 2020- Tuesday, May 19, 2020.</b></p> <p>Principals can only interview and recommend for hire:</p> <ul style="list-style-type: none"> <li>• Voluntary and involuntary transferred paraeducators can apply for positions.</li> <li>• Paraeducators cannot increase their hours.</li> <li>• Paraeducators can voluntarily decrease their hours.</li> <li>• Promotional opportunities into paraeducator positions are not available.</li> <li>• External candidates are not eligible for hire into paraeducator positions.</li> </ul>
<b>Thursday May 20, 2020- Friday, May 22, 2020</b>	<p><b>Voluntary transfer season temporarily closes at 5:00 p.m. on Tuesday, May 19, 2020. The voluntary transfer season is closed through Friday, May 22, 2020, and will reopen on Tuesday, May 26, 2020.</b></p> <ul style="list-style-type: none"> <li>• Paraeducator positions that close on or before May 19, 2020 may interview and hire.</li> </ul>
<b>Thursday, May 21, 2020</b>	Supporting Services Staffing Team Priority Assignment Meeting
<b>Friday, May 22, 2020</b>	Notification of assignments of supporting services priority assignments.
<b>Monday, May 25, 2020</b>	Holiday—Schools and offices closed.
<b>Tuesday, May 26, 2020</b>	<p>Voluntary transfer season reopens. Current paraeducators, employees seeking paraeducator positions, and external candidates interested in paraeducator positions are eligible to apply and be recommended for hire into paraeducator positions.</p> <p>During this time, paraeducators may:</p> <ul style="list-style-type: none"> <li>• Change work locations</li> <li>• Increase hours</li> <li>• Decrease hours</li> </ul> <p>External candidates may also be hired into paraeducator positions.</p>

## Changes, Additions, and/or Deletions to the Paraeducator Staffing Calendar

Activity	Change/Addition/Deletion
Online Paraeducator Staffing Form Webinar Support	Pre-recorded Google Meet will be sent to all principals to provide information that would be provided at the training. In addition, staffers are accessible for direct support.
Window to identify and notify involuntary transfers	Closure of the window is April 8, 2020. Timeframe is longer than three weeks to accommodate for two-week closure.
Notification to Involuntary Transfers	Notification cannot be made in person. Notification will be made by phone and email.
Voluntary Transfer Season	Decreased length of time.
Supporting Services	Date change.
Priority Assignment Meeting	
Notification of assignments of supporting services	Date change.
priority assignments	
Voluntary transfer season reopens. New hires can be considered.	Date change.

## Paraeducator Staffing Calendar Revisions that are Different Than Current SEIU Contract

Contract Article	Revision	Rationale
Article 19Q2	Notifications to involuntary transfers will occur over a 3.5-week window rather a three-week window.	During the weeks of emergency closing, 10-month employees were not supposed to work or engage in activities related to work.
Article 19Q4	An involuntary transfer window that is five weeks rather than six weeks.	To make priority placements of involuntarily transferred employees before Memorial Day.
Article 19Q5	The meeting is still being held, but through a virtual platform.	State and federal mandate to only have gatherings of 10 people or less makes it impossible to host an in-person meeting. All employees are being asked to default to telework.

### Language (Areas to Bargain)