

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

Regarding: Emergency Closure Virtual Plan School Year 2022-2023

This Memorandum of Agreement (MOA) is made by and between the Montgomery County Public Schools (MCPS), the Montgomery County Education Association (MCEA), the Service Employees International Union, Local 500 (SEIU), and the Montgomery County Association of Administrators and Principals/Montgomery County Business and Operations Administrators (MCAAP/MCBOA) (collectively, the “parties”).

Whereas, the MCPS 2022-2023 school calendar includes two days more than the 180 required by the state; and

Whereas, the need to make-up future inclement weather closures may result in the extension of the school year, which is an outcome MCPS would like to avoid; and

Whereas, MSDE has authorized MCPS to shift to virtual instruction on an inclement weather day to avoid the need for additional make-up days beyond those already required due to weather-related closures; and

Whereas, MCPS, MCEA, SEIU, and MCAAP/MCBOA have engaged in negotiations over the impacts to bargaining unit members resulting from a shift to virtual instruction where there is inclement weather;

Therefore, the parties agree as follows:

1. **Duration.** This MOA shall be effective on the date this MOA is fully executed, unless otherwise indicated, and shall expire on June 30, 2023.
2. **Wages.** All employees shall be paid just as they are paid on traditional inclement weather days.
3. **Virtual Instruction.**

- a. On days where there is an emergency condition, MCPS may declare a school or system closure or a shift to virtual learning. When deciding whether to close a school or the system, MCPS may consider factors including, but not limited to, operational and instructional needs and compliance with the state-mandated requirements for the number of instructional days.
 - b. Virtual learning will be synchronous or live, teacher-led instruction. However, teachers may prepare emergency asynchronous lessons that can be used if they have issues connecting due to power or other unforeseen circumstances.
 - c. Each day of emergency condition virtual instruction will begin with a 2-hour delay before the start of instruction to provide for teacher planning and preparation. Synchronous instruction on those days shall use the 2-hour delay bell schedule.
4. **Notification.** When MCPS is considering virtual instruction, impacted staff will be provided notification by noon the day before the expected weather event. The message will contain, at a minimum, that staff should take home all necessary materials for virtual learning and instruction, in anticipation of a potential weather event. In order to set staff up for success, MCPS shall ensure students and families are provided sufficient notification to take home all necessary materials for virtual learning.
5. **Virtual/Remote Work**
- a. When schools shift to virtual learning due to an emergency condition, essential school-based employees shall report to work. Non-essential school-based employees may work remotely provided they have work that can be done at an alternative site. Non-essential school-based employees who cannot work remotely will be granted emergency leave.
 - b. Employees (including substitute teachers and paraeducators) who are working remotely/virtually shall be provided the necessary equipment to support their virtual work. Employees (including substitute teachers and paraeducators) who need equipment for virtual work are encouraged to request the necessary equipment as soon as possible.
6. **Miscellaneous.**
- a. The parties reserve the right to engage in additional negotiations as details from the MCPS plan develop and/or change.
 - b. Except as otherwise expressly stated in this MOA, all provisions of the current collective bargaining agreement between the parties shall continue in effect during the period that this MOA remains in effect.

- c. This agreement reflects a unique situation and is not setting precedent or past practice. Nothing contained in this MOA will become part of any party's CBA or will obligate a bargaining unit member or MCPS beyond the expiration of this MOA as described in Paragraph 1.

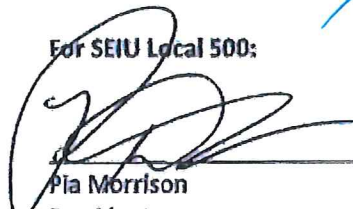
IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the dates indicated below.

For Montgomery County Public Schools:

 1.4.2023

Monifa B. McKnight, Ed. D. Date
Superintendent of Schools

For SEIU Local 500:

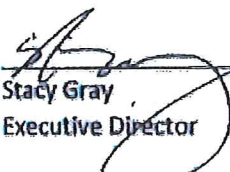
 12/7/22

Pia Morrison Date
President

For MCAAP/MCBOA:

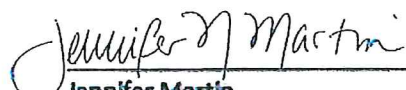
 12/6/22

Dr. Christine C. Hardy Date
President

 12.6.2022

Stacy Gray Date
Executive Director

For MCEA:

 12/07/2022

Jennifer Martin Date
President

 12/07/2022

Heather Carroll-Fisher Date
Executive Director