MEMORANDUM OF UNDERSTANDING

between the
Baltimore County Public Schools (BCPS)
and the
Baltimore County Public Schools Council of Administrative and Supervisory Employees (CASE)

The Board of Education of Baltimore County ("Board") and the Baltimore County Public Schools Administrative and Supervisory Employees (CASE) (hereinafter jointly referred to as "Parties") hereby enter into this Memorandum of Understanding ("MOU"), which is incorporated into the Parties’ 2019-2020 Master Agreement to address issues pertaining to COVID-19.

Whereas, the Parties seek to minimize the spread of COVID-19; protect the health of students, teachers and educational support personnel, and the public during this pandemic; and

Whereas, the Parties understand that the education of the county’s students must continue in a modified fashion during the duration of school building closures; and

Whereas, the Parties are required to reduce to writing matters regarding the wages, hours and working conditions of public school employees,

Now therefore, the Parties by their signatures below, agree to the following terms and conditions relating to the continuation of pay and working conditions of actively employed regular employees covered by the Agreement between the Board and CASE during the state and national emergency associated with the Coronavirus/COVID-19 pandemic:

1. The Board and CASE agree to abide by CDC Guidance on Coronavirus (COVID-19) https://www.cdc.gov/coronavirus/2019-ncov/index.html and CDC’s Interim Guidance for Businesses and Employers as well as all state and federal laws, directives and guidance relative to Coronavirus as it applies to the school system, its employees, their employment status, benefits and working conditions.

2. The Board and the Organization 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.

3. The Board agrees to maintain compensation for regular CASE employees at their regular salaries and allow CASE employees to accrue appropriate leave and other benefits for the remainder of the 2019-2020 budget year. This includes employees on a medical paid leave of absence.
4. During the State and National Emergency Associated with the Coronavirus/COVID-19, normal payroll deductions will continue (i.e. medical/dental, mandatory pension contributions, state and federal deductions, union dues, etc.) Employees may elect to modify voluntary contributions such as additional W-4 deductions and 403(b) and 457(b) contributions.

5. The Parties acknowledge and understand that CASE represented employees may be required to work their assigned positions or provide assistance outside of their normal duties so long as those duties are reasonably related to the employee's job and the employee is qualified to perform the work. Work assigned during this time may also include participating in professional training activities. Such time will be viewed as compensated through the continuation of their regular compensation for the 2019-2020 budget year.

6. The Board shall not hold any CASE member responsible who is unable to complete work responsibilities due to not having a device, internet access, or who finds themselves in a situation covered under the Families First Coronavirus Response Act. The employee is responsible for informing his/her supervisor of their inability to work.

7. The Board will be responsible for providing all technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to work in a remote environment.

8. Employees will adhere to the Board's Acceptable Use Policy.

9. If a malfunction of Board-issued equipment prevents the employee from performing assigned tasks, the employee shall immediately notify his/her supervisor of the malfunction.

10. In the event an employee is injured while working remotely, it is expected that the employee will report the injury to the immediate supervisor in accordance with the Board's workers' compensation policy and the Board retains the right to investigate and determine whether injuries sustained by the employee working remotely and in conjunction with work duties are compensable pursuant to the Board's workers' compensation coverage.

11. The Master Agreement between CASE and the Board shall be followed upon the resumption of full on-site and/or remote operations with the following considerations:

   a. Grievances/ Administrative Appeals/ Arbitrations: All grievances, 4-205 administrative appeals and requests for arbitrations are deemed to have been frozen in time and no timelines are deemed to have been run, nor have penalties been incurred for the period of March 16, 2020 through March 27, 2020. Disputes occurring on or after March 30, 2020 shall be filed in accordance with the Master Agreement.

   b. All CASE represented employees placed on administrative leave pending an investigation will remain on administrative leave with full pay and benefits until the Board can fully complete their investigation and the employee has received all due process rights, to include any in-person meetings with administration prior to any disciplinary action, as defined in the Master Agreement.

   c. If completed investigations determine that employees may be returned to work, the CASE represented employees will be removed from administrative leave and
will be allowed to resume their duties. Upon resumption of normal operations, employees will receive all due process rights, to include any in-person meetings with administration prior to any disciplinary action, as defined in the Master Agreement.

d. All CASE represented employees on sick leave, eligible for sick leave bank regardless of their claim status, utilizing the sick leave bank or utilizing FMLA will continue to receive compensation and benefits as defined by law without incurring loss of sick days, sick leave bank days or FMLA days for the period from March 16 through March 27, 2020.

e. All employees on an approved paid leave shall receive compensation and benefits for the duration of this MOU.

12. In the event that federal, state or local law is enacted or amended to provide employee rights that are greater than those provided in this MOU or the parties’ collective-bargaining agreement, those rights will prevail and the parties shall meet as soon as practicable to coordinate the provision of those benefits.

13. The Parties recognize that this MOU is based upon extreme and unusual circumstances and does not establish precedent or commit the Board or CASE to future obligations. While the parties have made a good faith effort to be inclusive of all employee situations, it is recognized that any matter not specifically covered by this MOU will be addressed at the time it becomes known by the Board.

14. Evaluations

   a. School based Administrators Not New to their Role - All principals and assistant principals in their second year or longer in their current role:
      (i.) Will carry over their evaluation scores and rating from the 2018-2019 school year to the 2019-2020 school year and
      (ii.) Will use artifacts for Leadership standards from the 2019-2020 school year during the 2020-2021 school year as relevant.

   b. School based Administrators New to their Role – All principals and assistant principals new to their role this year will be evaluated this year. No EOY evaluation rating lower than “developing” will be given. In accordance with State Board of Education action, the Student Learning Component will be removed for the 2019-2020 evaluation cycle.

15. CASE and the Board further agree to coordinate the appropriate dissemination of the MOU on a mutually agreed upon date.

16. This MOU will expire on the first day students in the Maryland public school system return to school for in-person instruction.
05.07.2020

CASE: Tom DeHart
Printed Name

Signature 5-7-2020 Date

BOE: George M. Duque
Printed Name

Signature 5-7-2020 Date