MEMORANDUM OF UNDERSTANDING
between the
Baltimore County Public Schools (BCPS)
and
Education Support Professionals of Baltimore County (ESPBC)

The Board of Education of Baltimore County ("Board") and the Education Support Professionals of Baltimore County (ESPBC) (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 retroactive to July 6, 2020.

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 agree as follows:

1. The Board and the Association agree to revisit the terms and conditions of this Memorandum of Understanding (MOU) should any future announcements from the President, Governor, County Executive Officer and/or Maryland State Department of Education require the adjustment or alteration of any conditions contained herein. The Parties further recognize that all ESPBC employees will be required to return to work and observe normal work hours when BCPS reopens in accordance with state and county guidelines as part of Maryland's Roadmap to Recovery or when the state of emergency is lifted by the Governor. In accordance with the state, county, and CDC Guidance on Coronavirus (COVID-19), employees may return to work on a staggered school/office schedule or work remotely as appropriate.

2. The Baltimore County Public Schools (BCPS), and Education Support Professionals of Baltimore County (ESPBC) by their signatures below, agree to the following terms and conditions relating to the working conditions and pay of actively employed regular ten-month and twelve-month education support employees covered by the Master Agreement between the Board and the ESPBC:

   a. The Board agrees to maintain compensation for regular full-time and part-time
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ten-month and twelve-month benefited educational support employees at their regular rate of pay and that they will accrue appropriate leave and other benefits for the FY 21 budget year in accordance with the Agreement between the Board and ESPBC. This includes employees on Board approved paid leaves.

b. Twelve-month educational support employees who are working during school closures will also continue to be paid their regular rate of pay and when approved would be eligible for overtime pay, compensation time, or other benefits outlined in the Master Agreement between the Board and the ESPBC.

c. The Board, in collaboration with ESPBC, shall develop and provide a continuity of work/education plan to all employees which includes a daily schedule and delineates that all such time counts as work time, and how one 'reports' to work.

d. The Board and ESPBC agree to abide by CDC Guidance on Coronavirus (COVID-19) and CDC's Interim Guidance for Businesses and Employers as well as all state and federal laws, directives and guidance relative to Coronavirus (COVID-19) as it applies to the school system, its employees, their employment status and benefits.

e. The Board and ESPBC agree that employees should take their temperatures at home prior to reporting to work. Those with elevated temperatures or who feel ill should not report work and should contact their personal physicians immediately. The Parties further agree that employees who report to worksites shall do so with the appropriate face covering. Hand sanitizer shall be available at all BCPS worksites. The Board shall work in collaboration with the Association to provide safety guidelines and protocols for staff.

f. The Parties agree that non-BCPS personnel and students who may be given access to BCPS facilities and potentially come in contact with ESPBC members will be required to use face coverings and follow CDC recommended guidelines and school system protocols.

g. The ten-month and twelve-month education support employees covered by the Board-ESPBC Master Agreement acknowledge and understand they 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.

h. In addition to providing assistance outside of their normal duties, non-school based ESPBC employees may be asked to report to their work location on a modified schedule to perform essential administrative functions, including but not limited to picking up and processing mail and/or processing payroll. ESPBC employees may also have to perform essential functions at the work location that will enable them to facilitate remote working for themselves and/or others. If an ESPBC employee has a substantiated COVID-related reason for not reporting to a worksite as directed and depending upon the whether the essential functions of the position can be performed remotely, efforts shall be made to collaboratively develop an alternate work plan between the supervisor/administrator and the employee.

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i. 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.

j. The Board shall not hold any ESPBC member responsible who is unable to complete work responsibilities due to not having a device, internet access, or who is covered under the Families First Coronavirus Response Act. The employee is responsible for informing his/her supervisor of this inability to work and the supervisor will solicit volunteers before assigning the work to other employees. Employees who volunteer and complete their regular job responsibilities plus the additionally assigned work will be compensated hour for hour for the additional workload in accordance with the Master Agreement.

k. The Board will be responsible for providing all technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver instruction in a remote environment. The Board will coordinate the copying and/or distribution of any other physical materials (books, worksheets, packets, etc.) deemed essential to student learning.

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

m. 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.

n. 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.

3. The Master Agreement between ESPBC and the Board shall be followed upon the resumption of full on-site, partially 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 shall be filed in accordance with the Master Agreement. Grievances, appeals and arbitrations will be filed in accordance with the Master Agreement and/or Board policy. All communication relating to all grievances, appeals and arbitrations may be submitted electronically and hearings may be conducted by mutual agreement either remotely or in person. If conducted in-person, the hearings shall be held in strict compliance with the guidance issued by the CDC, the Maryland Department of Health and the Governor's office regarding Coronavirus (COVID-19) to include the use of face coverings and the maintenance of social distancing.

b. All ESPBC 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. If, however, completed investigations determine that
employees may be returned to work, the ESPBC represented employees will be removed from
administrative leave and will be allowed to resume their duties. Employees shall receive all due
process rights, to include any in-person or remote meetings with administration prior to
dispensing any disciplinary action, as defined in the Master Agreement. Meetings may be
conducted by mutual agreement either remotely or in person. If a meeting is conducted in-
person, it shall be held in strict compliance with the guidance issued by the CDC, the Maryland
Department of Health and the Governor’s office regarding Coronavirus (COVID-19) to include
the use of face coverings and the maintenance of social distancing. In either instance, the Parties
agree that the union shall be provided with documentation relevant to the disciplinary action
being considered at least twenty-four (24) hours prior to the hearing.

c. All ESPBC 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 duration of this MOU, the Board
agrees not to contest the decision of the Unified Sick Leave Bank committee.

4. The Parties agree that ESPBC members who feel that they qualify for the Families First
Coronavirus Response Act’s (FFCRA) Emergency Paid Sick Leave (for illness from
coronavirus) or Emergency Paid Family Leave (to care for a family member for reasons related
to coronavirus) shall contact the Office of Benefits and Leaves for further information and to
apply and submit required qualifying documentation. The Parties agree that those employees
who qualify and are approved for a FFCRA leave shall not be required to use personal time (sick
or vacation) and shall be paid in accordance with the provisions of the Act. The Parties further
recognize, however, that employees shall be required to use personal time (sick or vacation) once
FFCRA authorized leave is exhausted and that such absences shall be reported to the Absence
Management Office.

a. Employees who becomes ill with COVID must report their status to their
supervisor. Supervisors must report COVID cases to Health Services. Employees
with COVID may apply for FFCRA if they are too ill to report to a worksite or
work remotely. After two weeks of FFCRA, employees who are unable to return
to work will be required to use personal illness for their continued absence.
Employee must contact the Nurse Case Manager in the Office of Absence
Management to provide medical clearance documentation before returning to
work.

b. Employees who are exposed to COVID in their communities and who are not
positive or who are awaiting test results must report their status to their
supervisors and the Nurse Case Manager in the Office of Absence Management,
remain at home, and may apply for FFCRA.

5. The Parties agree and understand that employees who may be exposed to COVID-19 while
working at a BCPS worksite, shall be contacted by Health Services and shall be given dates of
mandatory exclusion (mandatory quarantine at home due to exposure) and shall be provided
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further Health Services' instructions relative to their absence and their return to work. Employees who are directed to quarantine and remain off work shall have the absence coded as “other board business”. Employees who become ill with COVID will report their status to Health Services and may apply for FFCRA and follow the procedures delineated in paragraph four (4). Employees who test positive for COVID or who are quarantined for possible COVID must provide return to work documentation to Nurse Case Manager in Absence Management.

6. 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.

7. The Parties recognize that this MOU is based upon extreme and unusual circumstances and does not establish precedent or commit the Board or ESPBC 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.

8. This MOU will be in effect starting Monday, July 6, 2020 and will end on Friday, August 28, 2020 or upon the execution of a subsequent MOU by mutual agreement of the Parties or upon suspension of the state of emergency.

ESPBC:  

Jeannette Young  
Printed Name  

Signature  

Date  

BOE:  

George M. Duque  
Printed Name  

Signature  

Date