MEMORANDUM OF UNDERSTANDING
Between
The Board of Education of Baltimore County
And
The Teachers Association of Baltimore County (TABCO)
Related to COVID-19

The Board of Education of Baltimore County ("Board") and the Teachers Association of Baltimore County (TABCO) (hereinafter jointly referred to as "Parties") hereby enter into this Memorandum of Understanding ("MOU") retroactive to March 30, 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 by their signatures below, agree to the following terms and conditions relating to the continuation of pay and working conditions of actively employed ten-month and twelve-month employees covered by the Agreement between the Board and TABCO during the state and national emergency associated with the Coronavirus/COVID-19 pandemic:

I. The Board and TABCO agree to abide by current 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.

II. The Board and the Association agree to revisit the terms and conditions of this Memorandum of Understanding should any future announcements from the President, Governor, County Executive and/or Maryland State Department of Education require the adjustment or alteration of any conditions contained herein.

III. The Board agrees to maintain compensation for regular full-time and part-time ten-month and twelve-month benefited educators at their regular salaries. All TABCO represented employees will accrue appropriate leave and other benefits. This includes employees on a medical paid leave of absence and other Board approved paid leaves.

IV. The ten-month and twelve-month employees covered by the Board-TABCO Negotiated Agreement (hereinafter "Master Agreement") acknowledge and understand they may be required to work their assigned positions or to 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 salary for the FY 21 budget year.

V. SY 20-21 Summer Remote and Re-Engagement Instructional Programs

A. Educators participating in summer remote learning are expected to fulfill instructional expectations including but not limited to online instruction, check-ins with students, hold office hours to answer emails or calls from students, provide other materials and assignments, or other alternative modes of instruction, to deliver instruction or provide assessment to students or support to schools. Educators shall be available and responsive during the period of time encompassed by their normal duty day.

B. Educators participating in summer student Re-Engagement Instructional Programs shall be required to provide in-person instruction at selected school facilities. The Board agrees to abide by CDC guidelines relative to resumption of in-person instruction. The Board and the Association further agree that educators and students shall be required to wear face coverings inside BCPS facilities at all times other than when alone in a closed office or alone in a classroom or in the bathroom or when eating.

C. Educators may record themselves delivering instruction but are prohibited from making audio or visual recordings of students during on-line instruction.

D. If a staff member cannot fulfill the requirements as defined in the education/work plan, the staff member will put the required release time request into SEMS.

E. The Board shall provide staff with time during the contracted summer school workweek to prepare alternative instructional materials. The Board shall appropriately train staff regarding expectations for alternative instruction and work, including online assignments, online instruction, delivery of instruction, and assessments during any school building closure related to COVID-19.

F. All professional development and instructional work including the design, delivery, and assessment of instruction conducted for summer remote learning or on-site Student Re-Engagement Programs shall be completed in strict compliance with the guidance issued by the CDC, the Maryland Department of Health and the Governor’s office regarding Coronavirus (COVID-19).

G. Educators will be provided the resources, information, and staffing support to address the needs of enrolled students with IEPs and 504 plans and/or necessary to meet the requirements of IEPs and 504 plans. The Board shall
work with the Association to address any provision of services or like issues impacting on working conditions that emerge as a result of IEPs and 504 plans.

H. With respect to the delivery of special education services, bargaining unit employees who experience difficulties managing teaching responsibilities due to technological constraints, or in light of technological demands, shall make their best efforts to consider all documented accommodations and modifications in light of these extraordinary circumstances. If there are questions and concerns, the educator should direct them to the Office of Special Education or the appropriate Special Education administrator for support.

I. The Board shall facilitate the amendment to the IEP outside of the team process, if possible, or by convening of the IEP team electronically where it is possible to do so and with the parent’s consent in order to modify the IEP or 504, as necessary, in order to enable the provision of instructional services through distance learning.

J. 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.

K. There shall be no loss of salary and benefits to any bargaining unit employee as a result of a school building closure, including loss of access to the necessary technology through loss of power or internet through no fault of the employee.

VI. Employees will adhere to the Board’s Acceptable Use Policy.

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

VIII. In the event an educator 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. The Board retains the right to investigate and determine whether injuries sustained by the employee working remotely and in conjunction with work duties, are covered by the Board’s workers’ compensation coverage.
IX. This MOU does not constitute a waiver of the bargaining unit work and serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the Master Agreement to exigent circumstances.

X. This agreement is not setting precedent or past practice and is only effective during the Maryland State of Emergency related to the COVID-19 pandemic. It will not become part of the Master Agreement and is a unique situation. This does not obligate bargaining unit members to use online learning in the future beyond this state of emergency.

XI. All TABCO represented members who are on sick leave, utilizing the sick leave bank or FMLA shall continue to receive compensation and benefits as defined by law and in accordance with system policies and procedures. For the duration of this MOU, the Board agrees not to contest the decision of the Sick Leave Bark committee.

XII. The parties reserve all rights pursuant to the law and the Master Agreement and acknowledge the non-precedent setting nature of the MOU.

XIII. The Parties agree that all terms of the Agreement between the Board and TABCO shall remain in full force except as follows:

A. All grievances, requests for administrative appeals pursuant to Md. Ed. Code Ann., §4-205 or §6-202 and requests for arbitration 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 after March 30 may be submitted electronically and hearings may be conducted remotely or in person. The TABCO represented member shall elect either a remote hearing or an in person hearing. If the hearing is for a disciplinary case BCPS shall provide all the relevant documentary evidence to be discussed in the hearing at least 24 hours prior to the remote hearing. If the TABCO represented member elects an in-person hearing, 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 staff members placed on Administrative Leave pending the completion of an investigation will remain on Administrative Leave with full pay and benefits until BCPS can fully complete its investigation and the member has received all due process rights, to include any in-person meetings with administration, prior to the dispensing of any disciplinary action as defined in the Master Agreement. If completed investigations determine that employees may be returned to work, the TABCO 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 any disciplinary action, as defined in the Master Agreement.
Agreement. BCPS shall provide all the relevant documentary evidence to be discussed in the meeting at least 24 hours prior to the remote meeting. If the TABCO represented member elects that the meeting be 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.

C. The Parties agree that TABCO 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.

D. 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 further Health Services’ instructions relative to their absence and their return to work.

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.

This MOU will be in effect starting Monday, July 6, 2020 and ending Friday, August 28, 2020, or upon a change to state or federal guidelines or the execution of a subsequent MOU by mutual agreement of the Parties or upon the suspension of the declared state of emergency.

TABCO:  
Cindy L. Sexton  
Printed Name  

\[ \text{Signature} \]  \[ 7/6/2020 \]  

BOE:  
George M. Duque  
Printed Name  

\[ \text{Signature} \]  \[ 7/6/2020 \]  

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