The Board of Education of Baltimore County ("Board") and the Baltimore County Public Schools Organization of Professionals Employees (OPE) (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 OPE during the state and national emergency associated with the Coronavirus/COVID-19 pandemic:

1. The Board and OPE 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, County Executive Officer 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 BCPSOPE employees at their regular salaries and allow OPE employees to accrue appropriate leave and other benefits for the FY 21 budget year. This includes employees on Board approved paid leaves.
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 BCPSOPE 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 FY 21 budget year.

6. The Parties recognize that the school system has been operational with some OPE employees reporting to their worksites and others working remotely observing normal work hours as BCPS follows state and county reopening guidelines as part of Maryland’s Roadmap to Recovery. The Parties also acknowledge that with improving conditions and in keeping with governmental recommendations, employees may be directed to report to their assigned worksites and resume their normal work schedules.

7. The Parties understand that a final BCPS Telework Agreement is being drafted and will be shared prior to being finalized. As we move to reopen in accordance with prevailing conditions and the State Roadmap to Recovery, some employees, when approved by their supervisors, will be allowed to perform their duties by teleworking for part of their work week. The Parties agree that employees who are approved to work remotely will be required to sign the BCPS Telework Agreement.

8. The Board and the Organization agree that all employees at all worksites shall be required to wear face coverings inside BCPS facilities when in close proximity (less than six (6) feet) to other personnel and/or as defined and posted at the facility in accordance with CDC guidelines.

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

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

11. 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.

12. 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.
13. In addition to providing assistance outside of their normal duties, BCPSOPE represented employees may be asked to report to their work location on a modified schedule to perform essential functions. BCPSOPE 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. Essential functions are those duties that are required to maintain an office’s or department’s operations as well as those tasks necessary to respond to unforeseen circumstance that may arise during COVID-19 state of emergency BCPS closure. Whenever possible and when employees are equipped to do so, preference shall be given to performing essential functions remotely rather than having employees report to work locations.

14. The Master Agreement between OPE 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 shall be filed in accordance with the Master Agreement.
   b. All OPE 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 OPE 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 taking any disciplinary action, as defined in the Master Agreement. 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.

15. 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.

16. OPE employees are responsible for informing their supervisors of their inability to work and will advise their supervisors of the applicable form of leave (e.g. sick, urgent personal business, vacation) that will be used by the supervisor to report the absence.

17. The Parties agree that OPE 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.

18. 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. Employees placed on mandatory exclusion should apply for FFCRA.

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

20. This MOU will be in effect starting Monday, July 6, 2020 and ending 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. August 28, 2020 is the last duty prior to the return of school-based personnel and the beginning of the school year. By that date, we will know how we will address instruction and how the situation may impact all personnel and operations throughout the system.

BCPSOPE:    Nicholas P. Argyros
Printed Name

Nicholas P. Argyros

Signature  Date

BOE:    George M. Duque
Printed Name

Signature  Date