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’ 2020-2023 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.

COVID-19 - General Considerations and Families First Coronavirus Response Act’s

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 CASE agree that as an adjunct to Safe Schools Training, all employees shall become familiar with and abide by the BCPS COVID-19 and Schools: Reducing the Risk guidelines which provide expectations for employees and important information relevant to staff who are working in BCPS schools, offices, and worksites during COVID-19 (see attached).
3. 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.

4. The Parties agree that CASE members who feel that they qualify for the Families First Coronavirus Response Act’s (FFCRA) (https://www.dol.gov/agencies/whd/pandemic/ffra-employee-paid-leave) Emergency Paid Sick Leave (for illness from coronavirus etc.) or Emergency Paid Family Leave (to care for a family member for reasons related to coronavirus, etc.) 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.

5. Employees who become ill with COVID must report their status to their supervisor/administrator. Supervisors/administrators 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.

6. Employees who are close contacts of persons in the community with COVID-19 disease should report this to their immediate supervisor, Health Service and the Nurse Case Manager in the Office of Absence Management and should remain home until cleared by Health Services to return to work.

7. The Parties agree and understand that employees who are determined to have had close contact with a person with COVID-19 disease 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 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.

**Compensation**

1. 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 2020-2021 budget year. This includes employees on a medical paid leave of absence.

2. 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.

**Working Conditions and Employee Rights and Responsibilities**

1. 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 2020-2021 budget year.

2. 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.

3. 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.

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

5. 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.

6. 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.

7. 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.

8. An administrator must be in the schoolhouse throughout the first semester if there are TABCO and/or ESPBC represented employees in the building.

9. Administrators may be directed to work from their buildings on an as needed basis or at the direction of their supervisor.

10. Administrators may work from their buildings at their discretion at any time with permission from their supervisors. Principals who do not have TABCO and/or ESPBC represented employees in their buildings may establish a schedule for the semester for the one day per week on which they will be in the schoolhouse. This schedule will be distributed to all staff so that they may know when they may have access to buildings.

11. The Parties agree that employees working remotely will:
   a. abide by their established work schedules. Employees shall work during scheduled work hours, and must remain available by phone, email, or video conference during that time. Deviations from established work schedules shall be coordinated with their supervisors/administrators,
   b. abide by the standards and procedures of the BCPS records retention program and Superintendent's Rule 2380, Records Retention. Employees shall protect the confidentiality, integrity, and accessibility of BCPS information at their remote work site, and
   c. ensure the security of documents and records and the privacy of conversations when discussing confidential or sensitive work matters. Employees shall safeguard documents and records when transporting them to and from their regular BCPS work location to their remote work site.

12. The Parties acknowledge that unless a state-of-emergency is declared by the Governor of Maryland, virtual instruction and remote work may occur on days in which a delayed opening, early dismissal or system closure for on-site workers occurs. Employees who are working on-site should follow instructions provided by BCPS inclement weather announcements.
Personnel Actions and Leaves

1. 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:

   d. 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.

   e. 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.

   f. 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.

   g. 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.

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

2. Evaluations – the Parties agree that administrators shall be evaluated in accordance with Education Article, Title 13A.07.06. Guidance regarding the evaluation of administrators shall be added to the MOU in accordance with directives provided by the Maryland State Department of Education.
Duration of MOU

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

2. 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.

3. The Parties agree that the current MOU dated July 6, 2020 shall remain in effect through Monday, September 7, 2020 and that this MOU will be in effect starting Tuesday, September 8, 2020 and will end on Friday, January 29, 2021 (the end of the first semester of the 20-21 school year) or upon the execution of a subsequent MOU by mutual agreement of the Parties or upon suspension of the state of emergency.

CASE:  Tom DeHart
Printed Name
Signature  9-3-2020
Date

BOE:  George M. Duque
Printed Name
Signature  September 3, 2020
Date