

**THIS SUMMARY IS NOT PART OF THE
MEMORANDUM OF UNDERSTANDING, BELOW.**



The Union Difference:



BCPS Offered:	TABCO Fought For & Won:
No guarantee on pay for any educators during distance learning.	TABCO fought & protected our members' pay through June 30 th or until we return school in SY 19-20, whichever comes first (Sec. XVI).
No protection for observations and evaluations during continuity of learning.	TABCO members will help write the checklist for evaluating remote instruction and will protect against unreasonable expectations (Section XXIV, C8).
No protection in the tenure evaluation process.	TABCO protected vulnerable educators from career impacting ratings. Nearly all struggling educators will have next school year to get back on track. Members should not have to worry about tenure right now! (Section XXIV, C).
No guarantee of necessary equipment to work remotely.	TABCO won language ensuring that BCPS must provide equipment, training and technical assistance to educators for continuity of learning (Section XIV).
Building administrators could determine your work day.	TABCO fought for and won reasonable limits on work time given the global crisis (Section V).
No guidance for special educators.	TABCO fought for and won specific language around the complicated issues of providing ongoing education to children with IEPs and 504 plans. TABCO members continue to advocate around special educator work requirements (Section IX).
No guarantees of extra pay if the school year is extended.	Board will compensate bargaining unit employees at the employee's daily rate for each additional day of work beyond the contracted work year. Alternatively, notwithstanding any other provisions of this MOU, in no event shall a bargaining unit employee be required to work beyond their contractual number of days pursuant to the Master Agreement.
No guarantees on EDA pay.	TABCO fought and won full EDA pay for year-long EDAs as long as educators continue providing EDA content virtually. EDA's are a critical part of our yearly pay and TABCO has protected them (Sections XXIV, E, F, G and H.)

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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 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 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 for the remainder of the 2019-2020 school year. 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 2019-2020 budget year.

- V. The Board, in collaboration with TABCO, shall develop and provide a continuity of education/work 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. Educators are expected to fulfill instructional expectations as delineated below and are to be available and responsive during the period of time encompassed by their normal duty day. 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. The Board may direct professional employees to utilize an alternative mode of instruction, including but not limited to online instruction, check-ins with students for a minimum of once per week, hold office hours to answer emails or calls from students for a minimum of two (2) hours per day, other materials and assignments, or other alternative modes of instruction, to deliver instruction or provide assessment to students or support to schools and offices during any period of school building closure due to Coronavirus (COVID-19) concerns in the 2019-2020 school year. Staff may be required to deliver live on-line lessons/instruction to students in order to provide specially designed instruction, small-group or one-on-one intervention, or tele-health services such as counseling, psychological services or social work.
- VI. The Board shall provide staff with time during the contracted workday 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.
- VII. All alternate instruction, office hours and/or in-service days during the period of Continuity of Instruction shall be counted toward the required contractual teacher duty days pursuant to the Master Agreement.
- VIII. All professional development and instructional work including the design, delivery, and assessment of instruction shall be completed in strict compliance with the guidance issued by the Maryland Department of Health and the Governor's office regarding Coronavirus (COVID-19), which means there shall be no requirement or expectation of in-person instruction during the mandated closures.
- IX. 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.
- X. 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.

- XI. 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.
- XII. Educators are prohibited from making audio or visual recordings of students during on-line instruction.
- XIII. No member of the bargaining unit shall be required to physically return to the school/worksites until they are sanitized and declared safe for employees. Members may be required to report to schools/worksites in advance of an officially declared date for the resumption of the 2019-2020 school year for students.
- XIV. 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.
- XV. 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.
- XVI. If the Board reschedules school days for students that exceed the contracted workdays in the parties' Master Agreement the Board shall compensate bargaining unit employees at the employee's daily rate for each additional day of work beyond the contracted work year. Alternatively, notwithstanding any other provisions of this MOU, in no event shall a bargaining unit employee be required to work beyond their contractual number of days pursuant to the Master Agreement.
- XVII. Employees will adhere to the Board's Acceptable Use Policy.
- XVIII. 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.
- XIX. 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.

- XX. Once it is determined how the closure will affect/has affected state minimum days and hours of instruction for students, the Board and TABCO will negotiate how to make up time of ten-month employees for time that was paid but not worked consistent with the contractual maximums.
- XXI. 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.
- XXII. 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.
- XXIII. The parties reserve all rights pursuant to the law and the Master Agreement and acknowledge the non-precedent setting nature of the MOU.
- XXIV. This MOU shall not alter the terms of the Master Agreement between the Board and TABCO, except as follows. All other terms of the Agreement shall remain in full force and effect.
 - A. All grievances, requests for administrative appeals pursuant to Md. Ed. Code Ann., §4-205 or §6-202 and requests for arbitration shall be deemed to have been stayed for the duration of the mandated closure. No stated timelines, whether calculated by calendar or duty days, shall apply to 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. Grievances, appeals and arbitrations filed after March 27, 2020 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.
 - B. All staff members placed on Administrative Leave pending 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 any disciplinary action as defined in the Master Agreement.
 - C. Pending further guidance from the Maryland State Department of Education (MSDE), educators shall be evaluated for the 2019-2020 school year in accordance with the following:

1. The non-renewal process for those non-tenured probationary teachers evaluated as ineffective shall proceed in accordance with the Maryland Education Code, Annotated and the Master Agreement.
2. The Peer Assistance and Review (PAR) Panel shall conduct a review of those non-tenured probationary teachers who have been recommended for non-renewal and who have requested a hearing before the Panel. The hearing shall be conducted and concluded remotely as soon as practicable but no later than Thursday, May 7, 2020 and in accordance with PAR program procedures. The PAR Panel shall determine whether:
 - a. the teacher is not proficient and should be recommended for non-renewal, or
 - b. the teacher is proficient and should be retained in PAR and reassigned to another school for another summative probationary year in the 2020-2021 school year.
3. If the currently established mandatory notification date of May 1, 2020 is not adjusted by MSDE and it becomes impossible to provide affected teachers with the requisite notification, those teachers who had been recommended for non-renewal shall be retained, shall continue in PAR and shall be reassigned to a new school.
4. If the Maryland State Board of Education adjusts the aforementioned mandatory notification date, those teachers determined by PAR to not be proficient shall be recommended to the Baltimore County Board of Education for non-renewal and shall be notified of the Board's action in accordance with the newly established date.
5. Tenured educators who, in the 19-20 school year, were in summative year 1 or who were recommended for conversion of their formative year to a summative year and who received mid-year notification that they were at risk of having their end-of-year overall rating lowered and who did not have a tenured teacher review due to the COVI-19 emergency closure of schools shall have a tenured teacher review and PAR panel hearing completed no later than October 30, 2020. If the PAR panel determines that the teacher is not proficient, the teacher shall:
 - a. be admitted to PAR and assigned a consulting teacher for the remainder of the 2020-2021 school year, and
 - c. have the 2020-2021 school year re-designated as their second summative evaluative year, and
 - d. be placed on a second class certificate and have their salary frozen on step.
6. Tenured educators who, in the 2019-2020 school year, were in summative year 2 and who received mid-year notification that they were at risk of having their end-of-year overall rating lowered and who did not receive two observations in the second semester, shall not receive an end-of-year rating

and shall have the 2020-2021 school year designated again as their summative year 2.

7. Tenured educators who, in the 19-20 school year, were in a summative year 2 and who received an effective or highly effective rating on their mid-year evaluation shall be dismissed from the Peer Assistance and Review program and shall be reinstated to a first class certification status and have their salary freeze lifted and shall have the 20-21 school year designated as their formative 1 evaluation year.
 8. All other effective educators in either a summative or a formative year shall receive an end-of-year evaluation in accordance with Article XIII of the Master Agreement. The end-of-year rating shall be based on already completed observation(s) and/or a modified observation checklist to assess teacher effectiveness during the period of remote instruction. The modified observation checklist shall be developed by an ad-hoc committee comprised of representatives of the Association, the Council of Administrative and Supervisory Employees (CASE) Board and provided to principals and staff.
- D. All TABCO represented members who were on sick leave, utilizing the sick leave bank or FMLA continued to receive compensation and benefits as defined by law without incurring any additional loss of sick days, sick leave bank days or FMLA days during the closure period of March 16, 2020 through March 27, 2020. For the duration of this MOU, the Board agrees not to contest the decision of the Sick Leave Bank committee.
 - E. All Extra Duty Activities (EDA) sponsors of student activities (negotiated, non-negotiated, coaches and athletic directors) verified by respective administrators as having satisfactorily completed such duties as of March 16, 2020 shall be paid the full EDA compensation as specified in Appendix D of the Agreement.
 - F. Beginning after April 3, 2020, those EDA sponsors of student activities (negotiated, non-negotiated, coaches and athletic directors) who had not satisfactorily completed the duties may elect to provide continued enrichment activities as related to their EDAs and to meet with their respective groups via online meetings. These sponsors will present to their respective administrators a plan detailing how they will continue enrichment activities as they relate to their EDA and when they will meet with their respective groups via online meetings. These EDA sponsors (negotiated, non-negotiated, coaches and athletic directors) will keep a log of such activity and will provide evidence of meetings as required. Satisfactory completion of this requirement will allow the EDA sponsors of student activities (negotiated, non-negotiated and coaches and athletic directors) who chose to implement a plan for continued enrichment to students via on line meetings, eligible to receive the full EDA compensation for the 2019-2020 school year as specified in Appendix D of the Agreement.

- G. All Student Activity and Other Activity EDA sponsors (negotiated, non-negotiated, coaches and athletic directors) shall be paid seventy percent (70%) of the extra compensation specified in Appendix D of the Agreement. Once MSDE identifies a date that staff may return to school buildings, with the approval of the school principal and having an agreement on necessary closeout procedures, EDA sponsors (negotiated, non-negotiated, coaches and athletic directors) may return to the school to complete the necessary procedures related to the EDA including, but not limited to inventory of supplies, working with the school bookkeeper and/or administrative assistant to complete all necessary accounting transactions. EDA sponsors needing to complete closeout the aforementioned closeout procedures will then be compensated the remaining 30% of the EDA if completed by June 30, 2020. If no closeout procedures are required, the EDA compensation rate for the sponsor will remain at 70%.

- H. Members seeking religious holiday leave as result of spring break being curtailed shall submit an email request to the Department of Staff Relations and Employee Performance Management in accordance with the Master Agreement.

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 terminate on the June 30, 2020 or on the first day students in the Maryland public school system return to school for in-person instruction, whichever occurs first.