

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. 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/worksite 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. The Parties agree that all terms of the Agreement between the Board and TABCO shall remain in full force except for paragraph XXV – Teacher Evaluations of this MOU and the following:
 - 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 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 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. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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%.
- G. 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.

XXV. Teacher Evaluations – the Parties agree that, in keeping with Maryland State Department of Education (MSDE) guidance, all BCPS educators shall be evaluated for the 2019-2020 school year in accordance with the following:

A. **Non-Tenured Teachers** - In accordance with Maryland State Board of Education (MSDE) guidance, all non-tenured educators will be evaluated according to the following:

1. the Student Learning Objective (SLO) component will be removed from the 2019-2020 evaluation cycle.
2. all observations completed by March 13, 2020 will be used for scoring Domains 2 and 3.
3. there will be no scored observations during continuity of learning
4. the final evaluation rating for all non-tenured effective teachers in their third probationary year will be either effective or highly effective.
5. the final evaluation rating for all non-tenured teachers in their first or second probationary year will be either developing, effective or highly effective.

B. **Non-Tenured Teachers Recommended for Non-Renewal** - 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 with the following exceptions:

1. 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 Friday, May 29, 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.
2. Those educators determined “not proficient” by the PAR Panel shall be recommended to the Baltimore County Board of Education for non-renewal and shall be notified of the Board’s action no later than the newly MSDE established notification date of June 15, 2020.

H. **Tenured Teachers**

1. All tenured teachers will carry over their evaluation scores and ratings from the 2018-2019 school year for the 2019-2020 school year.
2. Teachers in a Summative Year:

5.15.2020

- a. To the extent practical, all tenured teachers in a summative year will be able to use artifacts for Domains 1 and 4 from the 2019-2020 school year during the 2020-2021 school year as relevant.
 - b. Observation scores will also carry over. At least one observation, however, will have to be done in the 2020-2021 school year and no less than two total observations during the 2019-2020 and 2020-2021 school year must be completed.
3. Teachers in Formative Years 1 or 2 - Teachers in Formative Year 1 or 2 will be in the same evaluation cycle for the 2020-2021 school year, the sole caveat being that administrators shall be able to move a teacher from a formative year to a summative year in accordance with the Master Agreement.
4. There will be no scored observations during Continuity of Learning.
5. All observations will be completed using the Observations Checklist/Feedback Form collaboratively developed by BCPS and TABCO.

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 June 30, 2020 at which time it will be reviewed, revised as needed and reissued.