

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”) which address issues pertaining to COVID 19 and serves as a supplement to the Parties’ 2020-2023 Master Agreement.

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:

**Section I: General Considerations**

- A. 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.
- B. 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.
- C. The Board and TABCO agree that as an adjunct to Safe Schools Training, all employees shall be trained in and abide by the BCPS COVID-19 Guidelines for the Workplace which provides important information relevant to staff who are working in Baltimore County Public Schools (BCPS) schools, offices, and worksites during COVID-19.

- D. The Parties agree that non-BCPS and other BCPS personnel and students who may be given access to BCPS facilities and potentially come in contact with TABCO members will be required to use face coverings and follow CDC recommended guidelines and school system protocols.
- E. 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. All employees are required to wear a mask when they report to a BCPS work location and must be worn while traveling throughout the building. Spray disinfectant will be available for staff to use at the worksite. Disinfecting hand solution will be maintained outside of the school cafeteria. Soap will be maintained in all restrooms. All worksites must ensure all social distancing measures are in place and maintained daily. BCPS will follow CDC, federal and state recommended guidelines regarding maintaining HVAC systems. Members may be required to report to schools/worksites in advance of an officially declared date for the resumption of the 2020-2021 school year for students. Upon request, the Board agrees to provide TABCO with proof of HVAC certification for those buildings in which union members are working on a continual basis.
- F. Educators needing access to the internet or who choose to work from their classrooms or who must provide some in-person instruction as part of course requirements (e.g. CTE) shall be allowed to work/teach from their home schools in coordination with their administrators.
- G. Educators who need or who choose to work from their home schools must request permission of their administrator to report to their school and include the following:
  - 1. Date(s)
  - 2. Reason for reporting to school
  - 3. Length of time expected to be in school
- H. Educators who need or choose to work from their home schools shall complete a log that includes their name, their contact phone number, the time they enter the building, and the time they exit the building. The Parties further acknowledge and agree that all current Baltimore County Health Department, BCPS Office of Health and CDC mitigation guidelines will be followed by all employees reporting to school buildings to work.

## **Section II: Compensation**

- A. 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.
- B. 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 2020-2021 budget year. Employees will not be directed to work beyond the normal workday of 6 ½ hours. If an employee accepts a request to work beyond their normal workday, the employee shall be compensated at the employee's per diem rate.

### **Section III: Working Conditions and Employee Rights**

- A. 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 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, hold office hours to answer emails or calls from students, 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 2020-2021 school year. Staff may be required to deliver live on-line lessons/instruction to students to provide specially designed instruction, small-group or one-on-one intervention, or tele-health services such as counseling, psychological services or social work. The student day will consist of a combination of synchronous, asynchronous, and independent learning, with a break for lunch/recess. Those types of virtual learning models, along with a break for lunch/recess for the elementary and lunch for secondary will total 6.5 hours for the student day. It will be up to the individual educators' professional expertise to design instruction that suits the needs of their students based on established grade level curriculum aligned to identified standards and course requirements. Live synchronous learning will consist of whole group and small group instruction. Both synchronous and asynchronous instruction will take into consideration the developmentally appropriate needs of students. Whole group special area instruction may take place in the mornings on Wednesdays. Maryland Board of Education Guidelines will be adhered to regarding synchronous and asynchronous instruction.
- B. Teachers shall be provided a minimum of 400 minutes of planning time per week. The allocation of planning time shall be in accordance with Articles 10.13.3 and 10.13.4 of the Master Agreement.
- C. Office hours shall be exclusive of individual planning time and can include meetings with parents, students and other staff members as professional responsibilities require. Such meetings shall be established by mutual agreement between the educator and the other person(s) involved.

- D. Faculty meetings shall be conducted on Mondays in accordance with Articles 10.7.2 and 10.14 of the Master Agreement between the Board and TABCO.
- E. The Parties agree that teachers requiring schedule adjustments shall provide justification supporting their requests to their administrators. Upon approval the administrator shall collaborate with the teachers to develop, when possible, an alternative schedule that provides flexibility within the duty day/school week.
- F. Educators will be supplied with a minimum of two (2) emergency contact numbers they can call during the regular duty day. One (1) number will be an administrator they can contact, and the other number will be a counselor or other social/emotional support person for emergency purposes.
- G. 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.
- H. All alternate/virtual 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.
- I. 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.
- J. 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.
- K. 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.
- L. Educators shall not be assigned to class coverage or other duties during their scheduled planning or instructional time.

- M. Special educators and related service providers who are case managers shall be provided with a minimum of 1 hour of case management time per week in addition to their regular scheduled planning time.
- N. 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
- O. Educators, except for Speech Language Pathologists (SLP), are prohibited from making audio or visual recordings of students during on-line instruction, but may video tape themselves, allowing students to access the instruction later. SLPs may audio record a student to obtain a language sample as part of IEP data collection and/or for assessment purposed only.
- P. The Board will be responsible for providing all appropriate 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. The Board will also coordinate with staff to provide access to their worksite to pick up docking stations and monitors to assist with remote instruction. Removal of equipment shall be in accordance with required checkout and/or inventory procedures.
- Q. 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 including poor internet service. It may become necessary for bargaining unit members to report to a BCPS worksite to access internet service.
- R. 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.
- S. The Parties agree that school nurses, as part of their school duties, may support the Baltimore County Health Department. It is further agreed that nurses shall not be directed to provide this support and that it shall be solely on a volunteer basis for two day per week and shall be given during their normal duty day. School nurses will voluntarily select from the following assignments: immunization clinics (at regional clinic on-site), testing clinics (regional on-site), hotline support (remote), outbreak management (remote), contact tracing (remote) and results unit (remote). Since work in outbreak and/or contact tracing requires significant training, nurses who did this work in the Spring will be given preference. It is understood that these assignments will be to enhance nurses' professional readiness for a return to face-to-face learning and

will be consistent with their responsibilities/roles as delineated in their current job description. It is further understood that BCPS will cover all liability as if they were working for BCPS during their regular workday.

- T. 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.
- U. All Extra Duty Activities (EDA) sponsors of student activities (negotiated, non-negotiated, coaches and athletic directors) will be asked to provide the principal with their plan for conducting their EDA virtually. Approved EDA sponsors verified by respective administrators as having satisfactorily completed such duties shall be paid the full EDA compensation as specified in Appendix D of the TABCO Master Agreement. EDAs that are held until the start of the second semester due to the inability to implement virtually will be paid at 50% of the EDA compensation. Fall/Winter Sports Coaches shall be compensated 40% of the stipulated stipend for work completed up to the end of the first semester and the remaining 60% with the completion of the school year.
- V. Employees will adhere to the Board's Acceptable Use Policy.
- W. 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.
- X. 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.

#### **Section IV: Personnel and Leaves**

The Parties agree that all terms of the Agreement between the Board and TABCO shall remain in full force.

- 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 TABCO Master Agreement. All communication relating to all grievances, appeals and arbitrations may be submitted electronically and hearings may be conducted remotely or in person. If conducted in-person, 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. In either instance (remotely / in person) all documentation relevant to the grievance, 4-205 appeal or arbitration hearings will be provided to the member at least twenty-four (24 hours) prior to the hearing date and time.
- 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. If conducted in-person, 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. In either instance (remotely / in person) all documentation relevant to the grievance, 4-205 appeal or arbitration hearings will be provided to the member at least twenty-four (24 hours) prior to the hearing date and time.
- C. Every effort will be made to schedule all §4-205 appeal hearings, filed prior to the Board-level, within 20 business days of receipt of the §4-205 appeal to ensure that individuals receive a response in a timely manner. This will allow the individuals the ability to make decisions that involve employment opportunities and allow them to truly exercise their right to resign if deemed appropriate.
- D. All TABCO 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 duration of this MOU, the Board agrees not to contest the decision of the Unified Sick Leave Bank committee.
- E. The Parties agree that TABCO members who feel that they qualify for the Families First Coronavirus Response Act's (FFCRA) (<https://www.dol.gov/agencies/whd/pandemic/ffcra-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.

- F. Employees who becomes 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.
- G. Employees who are exposed to COVID in their communities and who are not positive or who are awaiting test results must report their status to their supervisors and the Nurse Case Manager in the Office of Absence Management, remain at home, and may apply for FFCRA. Any employee, who is under quarantine. and can work remotely may do so and not be charged personal leave.
- H. 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 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
- I. Members seeking religious holiday leave shall submit an email request in accordance with the Master Agreement.

## **Section V: Educator Evaluations**

- A. Teacher Observations– the Parties agree that guidance regarding the observation of teachers shall be added to the MOU in accordance with guidance provided by the Maryland State Department of Education. It is further agreed that no formal observations shall be conducted prior to September 28, 2020.
- B. Teacher Evaluations - the Parties agree that guidance regarding the observation of teachers shall be added to the MOU in accordance with guidance provided by the Maryland State Department of Education.

## **Section VI: Duration of Agreement**

- A. 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.

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