

**MEMORANDUM  
OF UNDERSTANDING  
BETWEEN  
THE BALTIMORE COUNTY BOARD OF EDUCATION  
AND  
THE TEACHERS ASSOCIATION OF BALTIMORE COUNTY (TABCO)**

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 addresses issues pertaining to COVID 19 and serves as a supplement to the Parties’ 2020-2023 Master Agreement.

**WHEREAS** the Parties understand that the education of the county’s students must continue in a modified fashion either remotely or in-person during the duration of school building closures; and

**WHEREAS** there are significant health and safety concerns regarding Coronavirus (COVID-19) which relate to and surround the safe re-opening of school buildings and facilities for in-person instruction, and

**WHEREAS** the Parties’ MA does not address the extraordinary, unprecedented, but necessary health and safety measures that must be taken to re-open worksites for remote or in-person instruction and work consistent with guidance from the Maryland Department of Health (MDH), the Maryland State Department of Education (MSDE) and the Center for Disease Control (CDC), and

**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 Board and the Association, desire to work cooperatively to address these unique and emergent issues, and

**WHEREAS** the Parties are required to reduce to writing matters regarding the wages, hours, and working conditions of public-school employees,

**NOW THEREFORE**, intending to be legally bound hereby, the parties agree as follows:

**Section I: General Considerations**

- A. The Board and the Associations 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 Associations 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 the Associations 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. The Board shall work with the Association to address any issues around working conditions that emerge as a result of any virtual or hybrid model for instruction.
- F. No member of the bargaining unit shall be required to physically return to school/worksites until they are sanitized and declared safe for employees. All employees are required to wear a face covering 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.
- G. 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. As per the MA, all staff will be allocated two (2) full days or equivalent for preparation of their worksite prior to any students returning to hybrid instruction.
- H. Should the Board make the decision to return to full distance learning, teachers will be given at least two (2) duty-days to plan and prepare for the change.
- I. BCPS will follow CDC, federal and state recommended guidelines regarding maintaining HVAC systems. 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.
- J. 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 or hybrid 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. The Parties also agree that, upon the return of educators to school buildings and the implementation of the BCPS reopening plan and in-person instruction for students, all educators shall return all equipment to their assigned worksites.
- K. 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.
- L. In the event that it becomes necessary to return to remote instruction after the initiation of hybrid instruction, 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.
1. 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:
    - a. Date(s),
    - b. Reason for reporting to school, and
    - c. Length of time expected to be in the school.
  2. Educators who need to 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/worksites to work.
- M. The Parties acknowledge that, after the initiation of hybrid instruction, 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. During hybrid instruction BCPS will announce through usual means any school delays, early dismissals, or school closures as a result of inclement weather. When schools are dismissed early, instruction, in-person and virtual, will not continue for that day.
- N. The Parties agree that for the week of Easter Monday and Memorial Day, Wednesday will become a synchronous instruction day. For these weeks, synchronous instruction shall take place on Tuesday and Wednesday and Thursday and Friday for the respective cohort of students.
- O. All alternate/virtual instruction, office hours and/or in-service days during the period of remote instruction shall be counted toward the required contractual teacher duty days pursuant to the Master Agreement.

- P. 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.
- Q. Employees will adhere to the Board's Acceptable Use Policy, Board Policies, and Superintendent Rules.
- R. 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.
- S. 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 II: Guidelines for the Continuation of Remote Instruction and the Safe and Sustained Return of Students and Staff to In-Person or Hybrid Instruction**

- A. The most up to date COVID metrics established by the state shall be used by BCPS to inform decisions for the reopening of schools and worksites to students and staff in general or to groups of students. These metrics shall also be used to make decisions to close schools, worksites and/or the school system. Any decision to close schools and worksites will be made in consultation with the county Department of Health.

*Example: Current metrics dictate that schools or worksites should offer limited or no in-person programs unless the seven (7) day average positivity rate is equal to or less than 5%, and the case rate average over a seven (7) day period is fifteen (15) cases per 100,000 population. An increase over the 5% / 15 per 100,000 (this also takes into consideration new variants which may begin to have an impact in Baltimore County) and the percentage increase in change over a 7-day period falls between 15% - 20% would trigger consultation with the Department of Health and an analysis of all related factors to determine if schools or the school system should close.*

- B. Decisions to return a school, program and/or the system to virtual learning would occur:
  - 1. If there is a COVID outbreak, as defined by the Maryland Department of Health (<https://coronavirus.maryland.gov/pages/school-resources>), in a worksite, school or classroom and/or the Baltimore County Department of Health recommends closure of a worksite, classroom, or school.

2. If the Baltimore County Department of Health recommended school system closure, in response to increasing rates of COVID in the county, increased hospitalizations, or other public health concerns.
3. In the case of insufficient staffing in a school or worksite due to quarantine or isolation of staff.
4. In the case of widespread staffing shortages due to quarantine or isolation of staff.

### **Section III: Worksite COVID Health & Safety Considerations**

- A. Each worksite shall have a health and safety team that includes Association representation from each bargaining unit that are chosen by each bargaining unit. Other individuals may be added to the health and safety team on an as needed basis. This team shall be responsible for collaboratively addressing established building level health and safety issues, plans and protocols and ensuring that supplies and materials are appropriately stocked and available to the school staff. This team will follow the updated *Safety Emergency Management Team COVID Mitigation Checklist*.

Serious recurring issues that violate *Safety Emergency Management Team COVID Mitigation Checklist* shall be brought to the administrator's attention. If issues are not satisfactorily addressed at the building level within two (2) duty days of identification, it shall be moved by either the Health & Safety team or administrator/supervisor to the Chief of School Climate and Safety for review and investigation. If, upon assessment of the identified problem(s) in collaboration with health department authorities, closure is deemed necessary, the worksite in question may be partially or totally closed to employees. All affected employees will revert to working remotely during the closure until the health and safety issues have been corrected.

If the Health and Safety Team reasonably believes their health and safety is in jeopardy, the administrator/supervisor will contact the Community Superintendent to determine if closure is deemed necessary.

When emergency situations arise that need immediate attention, the administrator/supervisor will contact the Community Superintendent to determine if closure is deemed necessary. In these cases, the Health and Safety Team may not be convened in advance of the recommendation to close.

- B. The Board and Association agree that concerns about failure to follow health mitigation strategies may be anonymously reported to the Department of School Safety. A safety manager will conduct an immediate unscheduled visit to monitor compliance and address concerns. If the Department of School Safety in consultation with the county department of health determines that worksite health and safety conditions are

unsuitable for staff, the worksite in question will remain closed or will close and all staff will work remotely until all health and safety issues are remediated.

- C. Nothing in this agreement or the MA will be considered to limit or interfere with any employee's rights under §6-902 of the Maryland Education Article (whistleblower statute). Nothing in this Agreement will interfere with an employee's right to file a complaint with or provide information to the Maryland Occupational Safety and Health ("MOSH") in the event the employee believes the Board has failed to maintain a safe and healthy working environment. No employee will be retaliated against for exercising their rights under 6-902.
  
- D. The Board agrees that all facilities including school buildings, offices, outbuildings, and buses/vans will be thoroughly cleaned and disinfected in accordance with Baltimore County Department of Health (BCDH) and CDC guidelines before being used by students or staff.
  
- E. Scheduled and increased routine cleaning and disinfection will be performed throughout the school day. Routine cleaning and disinfecting should include all door handles, stairwell railings, all desks, tables and countertops, all light switches, all regularly used computer equipment, touch screens, and any other frequently touched surfaces.
  
- F. The Board and the Association agree that social distancing strategies will be implemented and enforced. Given the unique space and needs of the school, the Board and Association will reach consensus on the strategies to be utilized in each location. Strategies include but are not limited to:
  - 1. Ensuring staff and students maintain six feet of physical distance while in the school building, including classrooms and all instructional areas. All classrooms desks, tables and learning centers must be approximately spaced apart with a minimum of six (6) feet of distance. Adjustments would be made in accordance with guidance from the CDC.
  - 2. Prohibiting parents/guardians and other visitors from entering the building unless necessary and by appointment.
  - 3. Avoiding the gathering of students in common areas, to include suspending use of lockers, restricting hallway use, and staggering bathroom use.
  - 4. Designing learning groups and schedules that minimize interaction between large groups of students such as cohorts, teachers moving between classrooms instead of students where curricular needs/interests of students can still be met, A/B day, etc.
  - 5. Staggering arrival and dismissal times, lunch, recess, and class changes
  - 6. Establishing and communicating procedures for arrival/dismissal to eliminate waiting areas and lines to the greatest extent practicable. Where lines are unavoidable, ensure 6 feet of distance between individuals that are clearly marked with tape.
  - 7. Encouraging the use, when possible, of outdoor space and larger indoor spaces for classes.

8. Adjusting the layout or seating in break rooms and other common areas to reflect physical distancing practices.
  9. Prohibiting gatherings or meetings of employees of 10 or more during working hours.
  10. Permitting employees to take breaks and lunch outside, or in other areas where physical distancing is attainable.
  11. Limiting, to the extent possible, the sharing of handheld equipment, phones, desks, workstations, and other tools and equipment between or among employees and students
  12. Ensuring that operating hours allow downtime between work shifts and times when different groups of students move throughout areas of the school building, to allow for thorough cleaning.
- G. The Board agrees to limit access to buildings to those individuals who work at the worksite or who must have access for operational/contractual reasons. The Parties agree to maintain a record of all persons entering worksites for the purpose of contact tracing. All visitors, contractors, drivers, and vendors will be screened upon arrival and advised that they are required to wear face coverings and follow social distancing protocols while on the premises.
- H. The Board agrees to limit building use after school hours by the public. When the building is used by the public, for any reason, all areas accessed during such use shall be cleaned and disinfected in accordance with Baltimore County Department of Health (BCDH) and CDC guidelines before staff and students are required to use the space again. All visitors will sign into any location upon arrival and will be required to wear face coverings and follow social distancing protocols while on the premises.
- I. The Board agrees, to modify, to the extent possible, building traffic flow to minimize contact between and among staff, students, and vendors including one-way entrances and exits. The Board will use signage and indicate with tape or other more permanent markings the direction of foot traffic in hallways, entrances, exits (inside and outside) and, mark all shared physical spaces (lunchroom, gymnasium, etc.) to indicate a six-foot distance between spaces.
- J. The Board agrees to provide the health office with separate areas for first aid and routine medication distribution which are isolated from students and staff with flu/COVID symptoms.
- K. The Board shall develop screening protocols for staff and students that include symptom screening and identification of close contact/potential exposure to someone diagnosed with COVID-19 to be performed prior to boarding a bus or entering any school building. Employees shall self-report to their administrators, supervisors, or school nurse if they have symptoms of coronavirus, have been diagnosed with coronavirus, are waiting for test results, or were exposed to someone with coronavirus within the last 14 days.

- L. Students and staff who show symptoms of COVID-19 will be isolated from the school population until they can safely be transported home.
- M. The Board agrees that if a person with a confirmed case of COVID-19 has entered a worksite, the Board will notify local/state health officials and all staff and parents of the potential exposure. The Board shall follow all CDC recommendations, including but not limited to:
  - 1. Closing the worksite for the amount of time needed to thoroughly clean and disinfect the area, classroom(s) or facility.
  - 2. Implementing additional strategies, if necessary, to prevent spread of the virus, which may include increased social distancing, cancellation of trips or large gatherings, increased space between desks, avoiding mixing students in common areas, staggering arrival/dismissal, limiting public access, etc.
  - 3. Requiring staff members who have been identified as close contacts of a co-worker or student with COVID to quarantine in accordance with Maryland Department of Health and CDC guidance. During this time, the Board agrees to place the employee on paid administrative leave. This time will not count towards any federal or state leave to which the employee may be entitled. The employee should monitor for symptoms during this time. Upon completion of the quarantine period, the employee may return to the worksite as long as the employee has not developed symptoms of COVID or tested positive for COVID.
  - 4. The Board will ensure that it will protect the privacy of its employees during these processes.
- N. After a confirmed case of COVID-19, staff, except for those who are involved in cleaning and disinfecting per CDC/MDH/MSDE guidelines, shall not be required to return to the facility until the cleaning process is complete and additional mitigation measures, if any, have been implemented.
- O. The Board shall fix and/or upgrade ventilation, if inadequate. In doing so, the Board shall consider or address the following areas:
  - 1. Review results of annual maintenance and the implementation status of any necessary system upgrades resulting there from,
  - 2. Ensure adequate air flow and air quality based upon the occupancy of the space,
  - 3. Eliminate HVAC air recirculation,
  - 4. Improve central air filtration,
  - 5. Provide fans to increase circulation of outdoor air as much as possible making sure that they do not blow from one person onto another,
  - 6. Open windows where possible and ensure fans are available to increase air flow,
  - 7. Run HVAC systems at maximum outside airflow for 2 hours before and after a building or school is occupied,
  - 8. Inspect local exhaust ventilation in areas such as restrooms and kitchens, fix or upgrade if inadequate, and
  - 9. Use portable high efficiency particulate air (HEPA) fan/filtration systems to enhance air cleaning in all area that lack proper HAVC systems.

- P. The Board shall install handwashing and hand sanitizer stations throughout all schools, worksites, and facilities, including at all entrances and exits to the school. All handwashing stations and bathrooms shall be stocked with adequate soap and paper towels. Bathrooms will be checked regularly throughout the day and soap and paper towels will be replenished as needed. All sinks shall be in properly functioning order.
- Q. The Board shall turn off water fountains and bottled water will be provided as needed to individuals, but staff and students shall be encouraged to bring their own.
- R. The Board will provide each work area with proper cleaning and sanitizing supplies, for employees to clean handhelds/wearables or other work tools and equipment or surfaces before/after use.
- S. The Board agrees that the Office of Health Services will provide training to all school health services staff who in turn will train school staff prior to return using a standardized program. All staff will be trained on new health and safety protocols and the proper use/re-use and storage of PPE prior to the start of any in-person instruction so they can model use for students and instruct students on how to properly follow health and safety protocols. Protocols for parents to ensure sanitizing of personal handheld devices should be published and issued to students and parents.
- T. The Board agrees that all staff will be trained on how to de-escalate situations in which students refuse to follow the health and safety protocols. Should staff need assistance with students who are not complying with safety protocols or otherwise endangering the safety of others, staff will notify the building Principal, director or immediate supervisor who shall immediately remove the student and notify the educator on how the matter was resolved.
- U. The Board will establish protocols to protect the confidentiality of student and staff medical information. All staff will be trained on those protocols.

#### **Section IV: Classroom Conditions, Educator Schedules, Assignments, Instructional Requirements and Responsibilities**

- A. Classrooms will be cleaned and disinfected according to CDC/MDH/MSDE guidelines (desks, tables, countertops, door handles, light switches, computer equipment, other frequently used surfaces) after each school day. After being cleaned no entry shall be allowed to the classroom until the following school day. Staff will not be required to clean any work areas including classrooms. Nor will staff be required to clean their classrooms after students have had their lunch in class.
- B. If it becomes necessary to modify classes/subjects where social distancing is typically not practical or the activity creates an increased risk of exposure (band, chorus,

- physical education), the administrator Board will consult with the teacher(s) to create appropriate modifications to decrease risk of infection.
- C. The Board will ensure that classroom spaces allow for six feet between student and/or educator desks and desks will face the same direction. Learning stations, sinks, and other classroom spaces that must be used by students will also allow for six feet of distance which will be clearly marked.
  - D. The Board shall supply classroom materials for each student to minimize sharing including but not limited to books, pens, tablets, crayons, notebooks, manipulatives, art supplies, science supplies and equipment, etc.
  - E. The Board shall adhere to cleaning protocols to ensure the safe use of the school's recreational facilities for recess or physical education, such as changes to how playgrounds, pools, athletic fields, and gyms can be used while maintaining appropriate social distancing and carrying out necessary cleaning.
  - F. The reassignment of educators for COVID related reasons shall be temporary. Affected employees shall be returned to their original assignments once regular instruction resumes. If, however, staffing adjustments are necessary, reassignments will be made in accordance with the Superintendent's authority to make such adjustments in the best interest of the school system and consistent with the Agreement's administrative transfer process.
  - G. Caseloads and work expectations for nurses, health assistants, social workers, counselors, special educators, and related service providers will be in accordance with the negotiated agreement or accepted professional guidance regarding workload. The Parties agree that the aforementioned service providers shall not be required to work beyond their regular duty day. Educators who are required to work beyond their duty day shall be appropriately compensated. The Association and the Board shall meet to find a mutually acceptable resolution if there are workload issues.
  - H. The Board, in collaboration with the Associations, 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.
  - I. Educators are expected to fulfill instructional expectations 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.
  - J. 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.
- K. Staff may be required to deliver live on-line lessons or in-person 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.
  - L. In a remote or hybrid learning model, the student day may consist of a combination of synchronous, asynchronous, and independent learning, with a break for lunch/recess. Synchronous and asynchronous instruction shall be in accordance with Maryland Board of Education Guidelines. Virtual or hybrid 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.
  - M. BCPS' hybrid model includes asynchronous instruction on Wednesdays. Teachers shall be allowed to teach remotely as long as Wednesdays remain asynchronous. The Parties agree and understand that teachers shall be required to report to and instruct from their assigned schools on Wednesdays once asynchronous instruction is suspended.
  - N. 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.
  - O. Teachers shall be provided a minimum of 320 minutes of planning time per week. This allocation of planning time shall be accommodated by allowing teachers 120 minutes of planning time on Wednesday afternoons. The additional planning time shall be provided only as long as asynchronous instruction takes place on Wednesdays. Once instruction becomes totally synchronous on Wednesdays, the Association and the Board shall meet to determine how much planning time will be appropriate vis-à-vis the prevalent instructional model. The allocation of planning time shall be in accordance with Articles 10.13.3 and 10.13.4 of the Master Agreement.
  - P. 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.

- Q. Educators shall not be assigned to class coverage or other duties during their scheduled planning or instructional time.
- R. 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 the Association.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. 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 because 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.

- Y. 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.
- Z. Educators, except for Speech Language Pathologists (SLP) and those working towards National Board Certification, 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 purposes only.
- AA. Educators who are working towards National Board Certification (NBC) may record students only under the following conditions:
1. educators must clearly identify the class / lesson which will be recorded,
  2. educators must identify the length of time the class / lesson to be recorded,
  3. educators, using the NBC Student Release Form, shall obtain the written permission of the parent or legal guardian of each student who will be recorded,
  4. educators will also need to sign the NBC Adult Release Form,
  5. the video / audio recording will be kept in a safe secure location.
- BB. 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 days 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.
- CC. Consulting Teachers, ESL teachers, itinerant resource teachers and related service providers (e.g., Speech Language Pathologists, Occupational Therapists, Physical Therapists, Social Workers) assigned to more than one school campus will comply with BCPS' mitigation plan, including strict social distancing, face mask use, and daily screening. To support contact tracing, staff will be required to follow an established schedule for their school visits, maintain a daily list of students serviced, classes/schools visited and sign in at all schools. Staff shall schedule service/visits/classes ensuring exposure to the minimum number of students per day.

- DD. Teachers report back no more than one (1) week prior to their students' return whether students choose hybrid or virtual instruction.

## **Section V: Personnel Compensation, Leaves, Grievances and Appeals**

- A. The Parties agree that all terms of the Agreement between the Board and the Association remain in full force.
- B. It is understood and agreed that nothing in this MOU precludes employees from seeking contractual, federal, or state leave and or benefits to which they may be entitled.
- C. The Parties agree that 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.
- D. When teachers volunteer to cover a class and it takes from the 320 minutes assigned planning time, the teacher will be compensated at their hourly per diem rate for any portion of their planning time that was used to provide coverage. The Parties agree that every effort will be made to ensure teachers are only tasked to provide coverage for other teachers in emergency situations and that coverage will be for the shortest amount of time possible. The Parties further agree that administrators will seek to identify a substitute teacher as soon as possible. If there are workload issues, the Association and the Board shall meet to reach a mutually acceptable resolution.
- E. 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.
- F. 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.

- G. Board has decided to voluntarily extend the provisions of the Families First Coronavirus Response Act's Emergency Paid Sick Leave and the Emergency Paid Family Leave through March 31, 2021. The amount of leave and rate of pay will mirror the maximums permitted as per the FFCRA provisions through the Department of Labor that were effective from April 1, 2020 through December 31, 2020.
- H. The Parties agree that employees are ineligible for Emergency Paid Sick Leave and/or the Emergency Family and Medical Leave Expansion Leave if they have already utilized the maximum FFCRA leave entitlement between April 1, 2020-December 31, 2020 or if they are requesting partially paid expanded Family and Medical Leave and have already utilized the maximum 12 weeks under the standard unpaid Family and Medical Leave Act (FMLA) within the previous 12 months prior to their leave request.
- I. The Parties agree that TABCO members who feel that they qualify for the Families First Coronavirus Response Act's (FFCRA) 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.) (<https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave>) 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.
- J. Employees who become ill with COVID must report their status to their immediate 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.
- K. 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 administrators/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.
- L. 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.

- M. The Parties agree that the Board will not issue blanket denials for requested ADA accommodations and will engage in an interactive process with the employee requesting ADA accommodations to ensure the employee’s safety and well-being. ADA accommodations shall be considered for staff who provide medical documentation supporting the medical condition at places the employee at higher risk for severe consequences from coronavirus as identified by the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>). ADA accommodations may include remote work or staggered work schedules.
- N. Members seeking religious holiday leave shall submit an email request in accordance with the Master Agreement.
- O. 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.
- P. 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.

- Q. 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.

## **Section VI. Educator Observations/Evaluations for the 2020-2021 School Year**

In accordance with guidance provided by the Maryland State Department of Education, the following considerations relative to teacher observations and evaluations shall be in effect for the 2020-2021 school year:

- A. Baltimore County Public Schools (BCPS) and TABCO recognize the importance of monitoring and fostering good professional practice through teacher observation and evaluation. Due to the Covid-19 Pandemic and the necessity to provide instruction virtually, it is agreed that the BPCS' evaluative model shall be adjusted to reflect the new instructional environment and provide appropriate evaluative feedback to teachers.
- B. BCPS will continue to use the Framework for Teaching domains and a reduced number of identified components to gather and align data to inform reflective practice. The reduced number of components considered during an observation and evaluation is in response to limitations arising from online learning and remote instruction. This reduction in components within each domain are reflected in the modified *Observation Tool for Remote Learning* and the end-of-year evaluation tool that will be used for teachers in their summative and formative years in the 2020-2021 school year.
- C. BCPS recognizes that teachers will enter a learning curve as they transition to hybrid instruction. The Parties acknowledge and agree that teachers shall be allowed to choose to teach anywhere along the virtual instruction continuum and shall not be penalized for choosing one style over another. It is further understood and expected that some teachers will adapt more quickly and perform more effectively than others. BCPS will encourage administrators to strive to assist and support teachers in successfully transitioning to the new styles of hybrid teaching and shall not penalize them as long as they are striving to improve and are not harming students.
- D. The *Framework for Teaching Indicator Rubric for Remote Teaching and Learning* shall be used as a reference for both teachers and principals regarding the BCPS teacher evaluation system during the 2020-2021 school year. It includes those agreed upon domain components that will be considered. It also provides possible virtual classroom "look fors". These are not intended to be used as a checklist but rather examples of

virtual resources that may be observed during remote teaching and learning. The Parties agree that teachers shall not be penalized for not choosing to incorporate the tools listed as examples. We need to add more language to address hybrid learning as well as flexibility in hybrid observations/evaluations.

- E. It is agreed that, due to the loss of the online evaluation system, all observations and end-of-year evaluations for educators will be completed using the appropriate paper forms for both summative and formative years.
- F. One teacher observation for effective tenured summative teachers only may be carried over from the 2019-2020 school year. Effective tenured teachers in formative year 1 or 2 shall be observed once during the 2020-2021 school year.
- G. All teachers of record will create and submit two Student Learning Outcomes (SLO) to their administrators for approval. All teachers will complete and submit their SLOs to their administrators for scoring no later than the NEW DEADLINE of Friday, March 19, 2021.
- H. Observations That Were Completed on Effective Teachers Prior To the Ransomware Attack - In those cases where the formal observation report cannot be retrieved, principals may, using the observation form, complete a new report by filling in all the required personal information (e.g., name, school of assignment subject etc.) and assigning the earned overall rating only. The following statements may be included in the form's general comments section for summative and formative year teachers:
  - 1. *Summative Year Observation - Due to the November 24, 2020 ransomware attack on BCPS' online systems, observations that were submitted are irretrievable. Because of this, the original formal observation report that was completed and submitted to Human Resources for this educator on <DATE> has been lost. I attest that I completed the observation, and that the educator received an overall rating of <developing; effective; highly effective>.*
  - 2. *Formative Year Observation - Due to the November 24, 2020 ransomware attack on BCPS' online systems, observations that were submitted are irretrievable. Because of this, the original formal observation report that was completed and submitted to Human Resources for this educator on <DATE> has been lost. I attest that I completed the required formative year observation, and that the educator continues to have an overall rating of <effective; highly effective>.*
- I. Completing Outstanding First Semester Teacher Observations – Outstanding observations will be scheduled for the remainder of the first semester. All pre- and post-observation conferences will be conducted, and all requisite observations will be completed prior to the end of the first semester.

- J. Observations That Were Completed on Ineffective Teachers Prior To Ransomware Attack - Principals will attempt to retrieve all pertinent documentation and copies of completed observation reports. If this is not possible, every attempt will be made to complete the requisite number of observations for the teacher before the end of the first semester ensuring that observations are reasonably spaced (minimum of 10 duty days).

The Parties agree that recommendations for the non-renewal of probationary teachers or for the dismissal of tenured summative year 2 teachers will not be submitted without supporting documentation and the requisite number of completed observations. Similarly, recommendations for the conversion of formative year teachers to a summative year will not be affected without the required documentation.

- K. Mid-Year Evaluations for Ineffective Non-Tenured (Probationary) Teachers - The non-renewal process for those non-tenured teachers evaluated ineffective at mid-year based on required documentation shall proceed in accordance with the Maryland Education Code, Annotated. Recommendations for non-renewal shall be based on the requisite observations and documentation.

Ineffective probationary teachers in years 1, 2, or 3 will receive two (2) observations in the second semester. SLOs will be submitted to administrators for scoring no later than Friday, March 19, 2021.

- L. Mid-Year Evaluations for Developing, Effective and Highly Effective Non-Tenured Teachers - No mid-year evaluations will be required for developing, effective and highly effective non-tenured teachers in their first, second or third summative years.

- M. Mid-Year Evaluation for Ineffective Tenured Teachers in Summative Year 2 - Ineffective tenured teachers in a second consecutive summative year will receive a mid-year evaluation based on the requisite number of observations and documentation. All mid-year evaluations must be completed for these teachers by the end of the first semester. Administrators shall submit their documentation packets to their executive directors.

Administrators will conduct two (2) observations in the second semester. SLOs will be submitted to administrators for scoring no later than Friday, March 19, 2021.

- N. Mid-Year Assessments for Ineffective Tenured Teachers in a Regular Summative Year or Formative Year 1 or 2 - Ineffective tenured teachers in a regular summative year and ineffective tenured teachers in a formative year receive a mid-year assessment. All mid-year assessments must be completed for these teachers by January 29, 2021, the end of the first semester. Administrators shall submit a request for a PAR tenured teacher review along with their documentation packets to their executive directors.

A Consulting Teacher (CT) will be assigned to conduct the tenured teacher review and shall submit observation reports to the PAR Panel. Administrators also will conduct

two (2) observations in the second semester. SLOs will be submitted to administrators for scoring no later than Friday, March 19, 2021.

- O. End-of-Year Evaluations – All end of year evaluations shall be completed and signed by educators in accordance with the Master Agreement.

## **Section VII: SOCIAL-EMOTIONAL AND PHYSICAL WELL BEING**

- A. The Board and the Association recognize that events related to COVID-19 and/or social injustice may have had significant impact on staff and student performance. The Board will continue to seek input from students and staff and will provide continued resources to address the wellbeing of all stakeholders.
- B. The Board will promote-a continuum of social-emotional and physical wellness services and supports for employees, students, and families, including but not limited to services for grief, anxiety, panic, and depression which can be triggered by a pandemic and/or social injustice.
- C. The Board will promote professional development aligned to a continuum of social-emotional and physical wellness services to support staff and students for signs of food and housing insecurity; exposure to domestic violence; abuse; or other traumas.
- D. The Board will promote and ensure that the services and supports offered through the Employee Assistance Program are known and accessible to all employees. Services offered do include mental health, substance-use disorders, and work/life resources.
- E. The Parties agree that all policies, protocols, and requirements shall be clearly outlined in language that can be easily understood and distributed to staff, families and students in advance of their applicability. This includes all necessary amendments to the student and staff code of conduct.

## **Section VIII: DURATION**

- A. This MOU does not constitute a waiver of the bargaining unit work. Due to exigent circumstances, it serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the MA.
- B. This MOU does not set precedent or establish past practice and is only effective during the Maryland Governor's declared state of emergency related to the COVID-19 pandemic. It will not become part of the Agreement, but solely relates to a unique situation. This does not obligate bargaining unit members to use online learning in the future beyond this state of emergency.

- C. The Parties agree that this MOU will become effective on Tuesday, February 16, 2021. It is further agreed that this MOU shall remain in effect until the last student day of the school year or until such time as the Parties determine by mutual agreement that circumstances dictate the need for a new MOU or upon the suspension of the state of emergency.
- D. The parties agree to meet virtually at least twice each month or upon request to discuss issues, concerns, and successes regarding matters outlined in this Agreement.