

**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 (MA).

WHEREAS the Parties understand that the education of the county’s students must continue remotely or in-person during the 21-22 school year, 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 agree that, where applicable, all terms of the MA between the Board and the Association remains in full force, and

WHEREAS the Parties recognize that the MA does not address the extraordinary, unprecedented, but necessary health and safety measures that must be taken to maintain in-person instruction/work or to re-open schools/worksites 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 Association agree to abide by [CDC Guidance on Coronavirus \(COVID-19\)](#) 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 the Association 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.
- D. The Board shall work with the Association to address any issues around working conditions that emerge as a result of any virtual model for instruction.
- E. 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.
- F. No TABCO represented employee may be required to work beyond the contractually established 191 teacher days. If the Board reschedules school days for students that exceed the 191 contracted workdays in the Parties' Master Agreement, the Board shall compensate bargaining unit employees at their daily rate for each additional day worked beyond the contracted work year.
- G. 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.
- H. After an interruption of in-person instruction of 6 weeks or more, educators may be required to report to schools/worksites in advance of the resumption of in-person instruction for students. As per the Master Agreement, all instructional staff will be allocated two (2) full days or equivalent for preparation of their classrooms prior to any students returning for in-person instruction.
- I. The reassignment of educators for COVID related reasons shall be temporary. Affected employees shall be returned to their original assignments once circumstances allow. 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 shall be consistent with the Agreement's administrative transfer process outlined in Article XV - Transfers and Assignment.
- J. Employees will adhere to the Board's Acceptable Use Policy, Board Policies, and Superintendent Rules.

Section II: COVID 19 Vaccination and Testing

- A. Due to continuing concern regarding variants of the virus that may be more contagious and/or dangerous, the Parties believe it is in the best interest of BCPS employees for the Board to adopt a mandatory COVID-19 vaccination program. Adopting such policy will contribute positively to maintaining a safe workplace for employees, students and school community members who visit BCPS' school buildings.
- B. The Association and the Board recognize that vaccines are recommended for all and therefore agree to require that employees provide proof of vaccination. The Parties further agree that all unvaccinated BCPS employees will be required to participate in BCPS' regular asymptomatic testing up to two times per week and, as applicable, quarantine and isolate consistent with established protocols.
- C. The Parties agree to strongly recommend educators who have deferred vaccination for COVID-19 to consult with their health care provider for information about the benefits and risks of the vaccine on their health. The Parties recognize and agree, however, that employees who still choose not to be vaccinated will submit to regular testing up to two times per week. The Board and the Association further agree that any employee who chooses not to provide proof of vaccination will be required to submit to weekly testing.
- D. BCPS shall provide school-based employees with a schedule for weekly testing thereby precluding employees to take personal leave to get tested. Employees who miss the opportunity to be tested during the time allotted at their school or office location may go to another school or office location within 24 hours of their original opportunity.
- E. Employees may choose to get weekly testing (either a PCR or rapid test) done at a non-BCPS location. However, it is agreed that employees who do not choose to have their tests performed at BCPS shall get tested outside of their work hours or use leave during the duty day. The Parties agree that employees will be responsible for submitting results to their supervisors within 48 hours of the original testing opportunity provided at their school or office.
- F. The Parties agree that any employee who is required to be tested and refuses to do so according to the BCPS timetable will be subject to discipline, up to and including termination.
- G. BCPS will not disclose any employee's vaccination status to an employee's co-workers. Only immediate supervisor's and central office health administrators who have a need to know will have access. All data collected will be maintained on a Health Portability and Accountability Act (HIPAA) complaint form via Smartsheet and will not be placed in any other BCPS database or record.
- H. The Board agrees to maintain its COVID-19 website - [COVID19 - Baltimore County Public Schools \(bcps.org\)](https://www.bcps.org/COVID19) - with the most current information, COVID data specific to

BCPS and Baltimore County, and guidance for employees. The Association agrees to disseminate information about the website and recommend it as a resource.

Section III: Worksite COVID Health, Safety & Cleaning Considerations

- A. All BCPS employees are required to wear a face covering when they report to a work location and while traveling throughout BCPS buildings. Masks shall be worn in classroom and non-classroom settings to include hallways, lobbies, and meeting spaces.
- B. The Board recognizes the most protective mask is one that is well-fitting and provides the highest filtration that a person can comfortably tolerate. The Board will provide a supply of surgical masks that can be used to augment filtration from the employee's mask. KN95 masks will be distributed to employees who are interested in using them. The Board will make every effort to provide KN95 masks to all TABCO represented employees but makes no guarantee that its supply of kn95 masks will provide a tight fit for each person's face.
- C. 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 Association members will be required to use face coverings and follow CDC recommended guidelines and school system protocols.
- D. BCPS will provide safe and clean environments by ensuring daily cleaning of classrooms and school buses/vans in accordance with Baltimore County Department of Health and CDC guidelines. All cleaning will involve the use of Environmental Protection Agency (EPA) approved germicidal agents that kill coronavirus.
- E. Frequent cleaning and disinfection of high-contact surfaces and shared items will be performed at least daily. Hand washing before and after touching of shared items shall be promoted and sufficient supplies of soap, paper towels, and hand sanitizer shall be maintained in all schools.
- F. 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.
- G. 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.
- H. The Board shall turn off water fountains and bottled water shall be available, but staff and students shall be encouraged to bring their own.

- I. Physical distancing will be maintained to the greatest extent possible, considering school enrollment and facility constraints. To maximize physical distancing for students and employees, the following practices shall be used during times of moderate, substantial, and high transmission as appropriate in each setting:
 1. Use classroom and cafeteria configurations that provide maximum separation between students.
 2. Plan arrival, dismissal and change of classes to reduce gatherings of students in any area (e.g., use of one-way traffic in hallways, sending students immediately to classrooms upon arrival at school, staggered departure at end of day etc.).
 3. Restrict field trips to day trips only, with plans to reduce exposure to large crowds.
 4. Plan for supervision of restrooms, locker rooms, and school lockers to prevent congregation of students.

- J. Each worksite shall have a health and safety team that includes Association chosen representation from 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*.
 1. 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.
 2. 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.
 3. 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.

- K. 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.

- L. Nothing in this MOU 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.
- M. 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.
- N. 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.
- O. 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.
- P. The Board shall develop guidelines for staff and students that include symptom screening and identification of close contact/potential exposure to someone diagnosed with COVID-19. 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.
- S. 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 areas that lack proper HAVC systems.
- T. 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.
- U. 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.
- V. 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.

Section IV: COVID Exposure and Quarantine

- A. Students and staff who show symptoms of COVID-19 will be isolated from the school population until they can safely be transported home.
- B. Employees who become ill with COVID must report their status to their immediate supervisor/administrator. Supervisors/administrators must report COVID cases to Health Services.
- C. Employees who are exposed to COVID should report their status to their administrator/supervisor and should email OHSCOVVID@bcps.org. Employees should follow the current medical guidance for OHSCOVVID; some will be required to quarantine. The Parties agree that any employee who is under quarantine and who can work remotely may do so and will not be charged personal leave.
- D. Employees who are directed to quarantine and remain off work as a result of a verified workplace COVID exposure shall have the absence coded as "other board business" and shall not be required to use personal illness leave. Employees who become ill with COVID will report their status to Health Services.

- E. 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:
 - 1. 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.
 - 2. The Board will ensure that it will protect the privacy of its employees during these processes.

- F. The Parties agree that BCPS will accept FDA authorized rapid antigen tests for either negative or positive tests. A certified positive rapid antigen test shall be accepted in order to authorize a 10-day COVID leave.

Section V. COVID-19 Testing and Leave

- A. The Board will provide PCR tests through an outside vendor for all employees regardless of vaccination status. Employees may go to any site for testing.

- B. The Board will provide, as available, FDA authorized rapid antigen covid tests to all TABCO represented employees for their use at home on an as needed basis.

- C. The Parties agree that effective January 3, 2022, BCPS shall authorize a COVID-19 leave of up to ten (10) business days for each documented employee COVID infection. Documentation must be in the form of a positive FDA approved PCR test or a verified rapid antigen test.

- D. Employees are required to report positive test results to the Office of Health Services (OHS) by completing the Microsoft Form located on the COVID-19 leave page of the Office of Benefits, Leaves, and Retirement internet web page prior to applying for COVID leave.

- E. The Parties agree that the COVID leave must be taken consecutively and may not be used intermittently and is not intended for use to care for a family member.

- F. The Board agrees that the COVID-19 leave shall not be monitored in the Integrated Disability Management Program or the Employee Attendance Monitoring Program.

- G. The Office of Employee Absence and Risk Management will inform the employee and supervisor of whether an employee has been granted a COVID-19 leave and the return-to-work requirements. If granted, the COVID-19 leave shall be coded as "other board business".

- H. The Parties agree that if COVID-19 leave is denied, the Office of Employee Absence and Risk Management shall advise employees of their options which include the following:
1. Use of personal illness leave,
 2. Apply for sick leave bank if personal illness leave has been exhausted,
 3. If ineligible for the Family and Medical Leave Act (FMLA), take the time unpaid, or
 4. Apply for unpaid leave under FMLA.
- I. The Board agrees to return up to ten (10) personal illness leave days to any TABCO represented employee who used that leave due to a case of COVID-19 during the 2021-2022 school year. The Board shall return said days if the employee can provide proof of a positive COVID-19 diagnosis and the corresponding use of personal illness days as a result of said documented infection.

Section VI. Virtual Instruction

- A. Virtual Learning Program (VLP)
1. The Parties agree to the establishment and staffing of BCPS's 2021-2022 Virtual Learning Program in response to the needs of families who have opted for their students to attend school virtually.
 2. The Board agrees to provide bargaining unit members assigned to the VLP with all appropriate technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver instruction virtually.
- B. Return to Remote Instruction from In-Person Instruction
1. The Board agrees that it will inform TABCO of the results of meetings to discuss a potential system move to virtual learning. The Board further agrees to provide timely and specific metrics of COVID positivity rates and student and staff attendance figures as part of this process.
 2. The most current COVID guidelines established by the state shall be used by BCPS to make decisions to close and reopen schools, worksites and/or the school system. Any decision to close schools and worksites will be made in consultation with the Office of Health Services.
 3. Decisions to temporarily transition a grade, a school, a program and/or the system to virtual learning will include but not be limited to the following considerations:
 - i. Number of staff testing positive*
 - ii. Number of students testing positive*
 - iii. Number of staff in quarantine
 - iv. Number of students in quarantine
 - v. Number of staffing vacancies
 - vi. Special program considerations
 - vii. Additional relevant information

*Consistent with the [Maryland Department of Health definition](#), five percent or more of unrelated students/teachers/staff (minimum of 10 of these individuals) testing positive for COVID-19 in a 14-day period is a consideration. However, please note that the 5 percent threshold does not automatically result in school closure. If a

decision is made for a temporary transition to virtual learning, parents/guardians at the school will be notified.

4. Should the Board decide to transition a school to temporary remote instruction, teachers will be given two (2) hours to plan and provide synchronous instruction for the first day on a 2-hour delayed opening schedule.
5. The Board will be responsible for providing all appropriate technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver instruction remotely.
6. The Board will coordinate the copying and/or distribution of physical materials (books, worksheets, packets, etc.) deemed necessary to support student learning.
7. In the event that it becomes necessary to return to remote non-school based instruction after the initiation of in-person 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. Educators needing or choosing to work from their home schools must submit a request to their administrator with the following information: date(s), reason for reporting to school, and the length of time expected to be in the school.
8. 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.
9. Educators are expected to fulfill instructional expectations and to be available and responsive during the respective hours comprising their normal duty day. If an educator is unable to work their duty day, they are required to submit the appropriate release time request into SEMS.
10. Educators shall exercise their professional expertise in designing instruction that meets the needs of their students and is based on established grade level curriculum aligned to identified standards and course requirements. Live synchronous learning shall consist of whole group and small group instruction. Both synchronous and asynchronous instruction will take into consideration the developmentally appropriate needs of students.
11. If, while working remotely, a malfunction of Board-issued equipment prevents the educator from performing assigned tasks, the employee shall immediately notify his/her supervisor of the malfunction.
12. In the event an educator is injured while working remotely, the employee shall report the injury to their immediate supervisor in accordance with the Board's worker's compensation policy. The Board shall have the right to investigate and determine whether injuries sustained by the employee were in conjunction with work duties and included in the Board's workers' compensation coverage.

Section VII: Classroom Conditions

- 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). 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. The Board will ensure that physical distancing in classrooms is maintained to the greatest extent possible, considering enrollment and classroom constraints and that desks face the same direction. Physical distancing at learning stations, sinks, and other classroom spaces that must be used by students will also be maintained to the maximum extent possible and will be clearly marked.
- C. 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.
- D. If it becomes necessary to modify classes/subjects where social distancing is typically not practical or the activity creates the potential for an increased risk of exposure (band, chorus, physical education), the administrator will consult with the teacher(s) to determine appropriate modifications to decrease risk of infection.

Section VIII: Educator Schedules, Assignments, Instructional Requirements and Responsibilities

- A. Educators shall be provided a minimum of 325 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.
- B. Educators shall not be involuntarily assigned to class coverage or other duties during their scheduled planning or instructional time.
- C. 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 purposed only.
- D. 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.
- E. 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.
- F. Special educators and related service providers who are case managers shall be provided with a minimum of one (1) hour of case management time per week in addition to their regular scheduled planning time.
- 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.

Section IX: Compensation

- A. 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.
- B. Class Coverage - Educators who volunteer to give up assigned planning time or have their planning time imposed upon to provide coverage for a class shall be compensated at an hourly rate of \$75. Educators shall be paid for any portion of their planning time that may be used to provide coverage.
1. Time for educators shall be reported on the "Class Coverage-Base form located on the [Office of Payroll's web page](#)
 2. Principals are expected to make every effort to ensure educators only provide coverage in emergency situations and that coverage is for the shortest amount of time possible. Administrators are expected to seek to fill vacancies or identify a substitute teacher as soon as possible.

3. Workload issues that may arise will be addressed by leadership in collaboration with the respective collective bargaining unit to reach a mutually acceptable resolution.
- C. 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.
- D. Teachers who volunteer to participate in the Access to Instruction for Students in COVID Exclusion Program and who provide tutoring to students after school or on Saturdays will be paid an hourly rate of \$75.
- E. School nurses assigned to schools that close and revert to virtual learning due to COVID may volunteer to cover at other BCPS schools. Nurses who volunteer, will be paid a daily stipend of \$250 per day for those days voluntary coverage is provided at their regular school of assignment.
- F. School nurses who conducted after hours contract tracing for which they were paid at the \$39.31 per hour rate shall be eligible for retroactive pay up to the newly established \$75 per hour rate. Payment of the difference between the two rates shall be paid based upon submitted appropriate documentation.
- G. School nurses whose work extends beyond their regular duty day because of COVID related responsibilities shall be paid \$75 per hour. COVID-related responsibilities and work hours shall be documented and submitted to the Office of Health Services.

Section X: Educator Observations and Evaluations

- A. The Parties agree that VLP educators shall be observed and evaluated in accordance with their respective evaluation cycle (i.e., Summative, Formative 1, Formative 2) in accordance with Article XIII of the Master Agreement using the modified Charlotte Danielson Framework for Teaching tools and rubrics for remote instruction. VLP educators shall develop and submit two (2) Student Learning Outcomes (SLO) in accordance with established guidelines.
- B. All educators providing in-person instruction shall be observed and evaluated in accordance with their respective evaluation cycle (i.e., Summative, Formative 1, Formative 2) in accordance with Article XIII of the Master Agreement using the respective Charlotte Danielson Framework for Teaching tools and rubrics. Educators providing in-person instruction/services shall develop and submit two (2) Student Learning Outcomes (SLO) in accordance with established guidelines.
- C. Observations for VLP and In-Person Educators. For the 21-22 school year, non-tenured teachers in their first probationary year shall be formally observed in accordance with

Article XIII of the Master Agreement. Non-tenured teachers in their second and third summative probationary year only shall be formally observed twice during the 21-22 academic year. When teacher performance warrants, administrators may conduct more formal observations.

- D. Mid-Year Evaluations for Non-Tenured VLP and In-Person Educators – Mid-year evaluations shall be given to all non-tenured ineffective teachers in their first probationary summative year. Mid-year evaluations for developing, effective, and highly effective non-tenured teachers in their first, second and third probationary summative years will not be required for the 21-22 school year.
- E. Mid-year Evaluations for Ineffective Tenured VLP and In-Person Educators in a Second Consecutive Summative Year – Mid-year evaluations are required for all ineffective tenured in their second consecutive summative year.
- F. Mid-year Assessments for Ineffective Tenured VLP and In-Person Educators in a Regular Summative or Formative Year – Mid-year assessments are required for all ineffective tenured teachers in their regular summative year. Mid-year assessments are also required for teachers observed to be ineffective in a formative year and who are being recommended for conversion to a summative year.

Section XI: 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. The member shall suffer no adverse consequences resulting from EAP engagement or services.
- 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 XII: 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 2021-2022 school year. It will not become part of the Agreement, but solely relates to a unique situations not covered by the Agreement.
- C. The Parties agree that this MOU will become effective on Wednesday, January 5, 2022. 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.

TABCO: **Cindy L. Sexton**
Printed Name
Cindy L. Sexton 1/26/2022
Signature Date

BOARD: **George M. Duque**
Printed Name
Gm Duque 1/26/2022
Signature Date