

MEMORANDUM OF UNDERSTANDING
between the
BALTIMORE COUNTY PUBLIC SCHOOLS (BCPS)
and
**EDUCATION SUPPORT PROFESSIONALS OF BALTIMORE
COUNTY (ESPBC)**

The Board of Education of Baltimore County ("Board") and the Education Support Professionals of Baltimore County (ESPBC) (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 seek to minimize the spread of COVID-19; protect the health of students, teachers and educational support personnel, and the public during this pandemic; and

Whereas, the Parties understand that the education of the county's students must continue in a modified fashion during the duration of school building closures; and

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

Now therefore, the Parties agree as follows:

COVID-19 - General Considerations

1. The Board and the Association agree to revisit the terms and conditions of this Memorandum of Understanding (MOU) should any future announcements from the President, Governor, County Executive Officer and/or Maryland State Department of Education require the adjustment or alteration of any conditions contained herein. The Parties further recognize that all ESPBC employees will be required to return to work and observe normal work hours when BCPS reopens in accordance with state and county guidelines as part of Maryland's Roadmap to Recovery or when the state of emergency is lifted by the Governor. In accordance with the state, county, and CDC Guidance on Coronavirus (COVID-19), employees may return to work on a staggered school/office schedule or work remotely as appropriate.

2. The Board and ESPBC 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 (COVID-19) as it applies to the school system, its employees, their employment status and benefits.

3. The Board and ESPBC agree that all employees who are working on-site must complete Safe Schools BCPS COVID-19 Guidelines for the Workplace training and sign the COVID-19 Employee Expectations and Acknowledgement Form. The Parties further agree that ESPBC employees should review the attached BCPS Office of Health Services document entitled *"COVID 19 and Schools – Reducing the Risk"*.

4. The Board and ESPBC agree that employees should take their temperatures at home prior to reporting to work. Those with elevated temperatures or who feel ill should not report to work and should contact their personal physicians immediately. The Parties further agree that employees who report to worksites shall do so with the appropriate face covering. Hand sanitizer shall be available at all BCPS worksites. The Board shall work in collaboration with the Association to provide safety guidelines and protocols for staff.

5. The Parties agree that non-BCPS personnel and students who may be given access to BCPS facilities and who potentially may come in contact with ESPBC members will be required to use face coverings and follow CDC recommended guidelines and school system protocols.

Compensation

1. The Baltimore County Public Schools (BCPS), and Education Support Professionals of Baltimore County (ESPBC) by their signatures below, agree to the following terms and conditions relating to compensation of actively employed regular ten-month and twelve-month education support employees covered by the Master Agreement between the Board and the ESPBC:

a. The Board agrees to maintain compensation for regular full-time and part-time ten-month and twelve-month benefited educational support employees at their regular rate of pay and that they will accrue appropriate leave and other benefits for the FY 21 budget year in accordance with the Agreement between the Board and ESPBC. This includes employees on Board approved leaves.

b. Twelve-month educational support employees who are working during school closures will also continue to be paid their regular rate of pay and when approved would be eligible for overtime pay, compensation time, or other benefits outlined in the Master Agreement between the Board and the ESPBC.

c. During the State and National Emergency Associated with the Coronavirus/ COVID-19, normal payroll deductions will continue (i.e. medical/dental, mandatory pension contributions, state and federal deductions, union dues, etc.). Employees may elect to modify voluntary contributions such as additional W-4 deductions and 403(b) and

457(b) contributions.

Working Conditions and Employee Rights and Responsibilities

1. The Baltimore County Public Schools (BCPS), and Education Support Professionals of Baltimore County (ESPBC) agree to the following terms and conditions relating to working conditions of actively employed regular ten-month and twelve-month education support employees covered by the Master Agreement between the Board and the ESPBC:

a. The Board, in collaboration with ESPBC, shall develop and provide a continuity of work/education plan to all employees which includes a daily schedule and delineates that all such time counts as work time.

b. All ESPBC employees shall not use Kronos for normal clock in or clock out effective with the start date of this MOU and shall not be subject to discipline for its non-use.

c. ESPBC employees are responsible for informing their administrators/supervisors of their inability to work and will advise their administrators/supervisors of the applicable form of leave (e.g. sick, personal business, vacation) that will be used by the administrator/supervisor to record the leave in Kronos. Supervisors will review Kronos timecards for accurate leave reporting. If an employee is expected to be out for ten (10) days due to personal illness, supervisors shall send a Report of Extended Absence to the Absence Management Office

d. The ten-month and twelve-month education support employees covered by the Board - ESPBC Master Agreement acknowledge and understand they may be required to work their assigned positions or provide assistance outside of their normal duties so long as those duties are reasonably related to the employee's job and the employee is qualified to perform the work. Work that falls beyond the scope of an employee's job classification or grade may only be assigned upon mutual agreement between the administrator/supervisor and the employee. Work assigned during this time may also include participating in professional training activities.

e. In addition to providing assistance outside of their normal duties, non-school based ESPBC employees may be asked to report to their work location on a modified schedule to perform essential administrative functions, including but not limited to picking up mail from BCPS mail sites and processing it and/or processing payroll. ESPBC employees may also have to perform essential functions at the work location that will enable them to facilitate remote working for themselves and/or others. If an ESPBC employee has a substantiated COVID-related reason for not reporting to a worksite as directed, and depending upon whether the essential functions of the position can be performed remotely, the administrator/supervisor, if possible, shall work collaboratively with the employee to develop an alternate work plan.

f. From August 31, 2020 through September 11, 2020, at least one school-based twelve-month or ten-month office professional (front office and/or guidance) may be asked to be on duty on a rotating as-needed basis in the schoolhouse to assist with preparing, coordinating, and supervising the distribution of instructional materials for staff and students.

g. Beginning Monday, September 14, 2020, at least one twelve or ten-month school based office professional (front office and/or guidance) shall be scheduled on a rotating and

an as-needed basis to provide front-office coverage and administrator support.

h. Similarly, beginning Monday, September 14, 2020, administrators of schools with no requirement to support teachers with internet access problems or provide in-person instruction will be required to be in their schools once a week throughout the first semester to check on their buildings and to carry out routine business that cannot be addressed remotely. One ten or twelve-month (front office and/or guidance) ESPBC office professional may be scheduled as needed on a rotational basis to report to school to support the administrator.

i. Administrators who do not have teachers in their buildings shall establish a schedule for the semester for the day on which they will be in the schoolhouse. This schedule will be distributed to staff so that teachers and ESPBC staff will know when they may have access to buildings to secure supplies and/or equipment.

j. School health assistants shall support student instruction and shall perform tasks within the scope of their job classification. Health assistants will be given assignments by their school administrator and may volunteer for Office of Health Services assignments.

k. The Parties agree that all staff reporting to school buildings shall complete a log that includes their names, a contact phone number, the time they enter the building and the time they exit the building. The Parties further acknowledge and agree that all current Baltimore County Health Department, BCPS Office of Health and CDC mitigation guidelines will be followed by all employees reporting to school buildings to work.

l. The Board shall not hold any ESPBC member responsible who is unable to complete work responsibilities due to not having a device, internet access, or who is covered under the Families First Coronavirus Response Act. Employees are responsible for informing their supervisor of their inability to work. Supervisors will solicit volunteers before assigning the work to other employees. Employees who volunteer and complete their regular job responsibilities plus the additionally assigned work will be compensated hour for hour for the additional workload in accordance with the Master Agreement.

m. The Board will be responsible for providing all technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to support the BCPS 2020-2021 Reopening Plan. The Board will coordinate the copying and/or distribution of any physical materials (books, worksheets, packets, etc.) deemed essential to student learning.

n. Employees will adhere to the Board's Acceptable Use Policy.

o. If a malfunction of Board-issued equipment prevents the employee from performing assigned tasks, the employee shall immediately notify his/her supervisor of the malfunction.

p. Employees working remotely will:

(i.) abide by their established work schedules. Employees shall work during

scheduled work hours, and must remain available by phone, email, or video conference during that time. Deviations from established work schedules shall be coordinated with their supervisors/administrators,

- (ii.) abide by the standards and procedures of the BCPS records retention program and Superintendent's Rule 2380, *Records Retention*. Employees shall protect the confidentiality, integrity, and accessibility of BCPS information at their remote work site, and
- (iii.) ensure the security of documents and records and the privacy of conversations when discussing confidential or sensitive work matters. Employees shall safeguard documents and records when transporting them to and from their regular BCPS work location to their remote work site.

q. If an employee is not effective working remotely, that the Parties agree the administrator/supervisor shall share the concern with the employee and shall provide the employee with an opportunity to demonstrate improvement. Administrators/supervisors shall develop an alternate work plan to ensure the success/productivity of the employee and, if improvement is not demonstrated, may change the employee's assignment, and may require the employee to report to a worksite on a scheduled basis.

r. In the event an employee 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 and the Board retains the right to investigate and determine whether injuries sustained by the employee working remotely and in conjunction with work duties are compensable pursuant to the Board's workers' compensation coverage.

s. All ESPBC 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 ESPBC EDA sponsors verified by respective administrators as meeting EDA objectives shall be paid based on the negotiated rates for the respective position(s) identified in the Appendix F of the Master Agreement between ESPBC and the Board of Education of Baltimore County. Payment for these services shall be fifteen dollars and fifty cents (\$15.50) per hour and shall be paid in accordance with instructions provided in the EDA Procedures Manual – All Sponsors - https://intranet.bcps.org/offices/staff_relations/eda/. Sponsors shall not earn more than the compensation designated for each EDA category.

2. The Parties acknowledge that unless a state-of-emergency is declared by the Governor of Maryland, virtual instruction and remote work may occur on days in which a delayed opening, early dismissal or system closure for on-site workers occurs. Employees who are working on-site should follow instructions provided by BCPS inclement weather announcements.

Personnel Actions, Leaves and the Families First Coronavirus Response Act Emergency Paid Sick Leave

1. The Master Agreement between ESPBC and the Board shall be followed upon the

resumption of full on-site, partially on-site, and/or remote operations with the following considerations:

a. Grievances/Administrative Appeals/Arbitrations - All grievances, 4-205 administrative appeals and requests for arbitrations shall be filed in accordance with the Master Agreement. Grievances, appeals and arbitrations will be filed in accordance with the Master Agreement and/or Board policy. All communication relating to all grievances, appeals and arbitrations may be submitted electronically and hearings may be conducted by mutual agreement either 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.

b. 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.

c. Administrative Leave - All ESPBC represented employees placed on administrative leave pending an investigation will remain on administrative leave with full pay and benefits until the Board can fully complete their investigation. If, however, completed investigations determine that employees may be returned to work, the ESPBC represented employees will be removed from administrative leave and will be allowed to resume their duties.

- (i.) Employees shall receive all due process rights, to include any in-person or remote meetings with administration prior to dispensing any disciplinary action, as defined in the Master Agreement.
- (ii.) Meetings may be conducted by mutual agreement either remotely or in person. If a meeting is conducted in-person, it 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, the Parties agree that the union shall be provided with documentation relevant to the disciplinary action being considered at least twenty-four (24) hours prior to the hearing.

2. All ESPBC 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.

3. The Parties agree that ESPBC members who feel that they qualify for the Families First Coronavirus Response Act's (FFCRA) (<https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave>) Emergency Paid Sick Leave (for illness from coronavirus etc.) or Emergency Paid Family Leave (to care for a family member for reasons related to coronavirus, etc.) shall contact the Office of Benefits and Leaves for further information and to apply and submit required qualifying documentation. The Parties agree that those employees who qualify and are approved for a FFCRA leave shall not be required to use personal time (sick or vacation) and shall be paid in accordance with the provisions of the Act. The Parties further recognize, however, that employees shall be required to use personal time (sick or vacation) once FFCRA authorized leave is exhausted and that such absences shall be reported to the Absence Management Office.

4. Employees who becomes ill with COVID must report their status to their supervisor/administrator. Supervisors/administrators must report COVID cases to Health Services. Employees with COVID may apply for FFCRA if they are too ill to report to a worksite or work remotely. After two weeks of FFCRA, employees who are unable to return to work will be required to use personal illness for their continued absence. Employee must contact the Nurse Case Manager in the Office of Absence Management to provide medical clearance documentation before returning to work.

5. Employees who are in close contact with persons in the community with COVID19 disease should report this to their immediate supervisor, Health Service and the Nurse Case Manager in the Office of Absence Management and should remain home until cleared by Health Services to return to work.

6. The Parties agree and understand that employees who are determined to have had close contact with a person with COVID-19 disease 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.

Duration of MOU

1. ESPBC and the Board further agree to coordinate the appropriate dissemination of the MOU on a mutually agreed upon date.

2. If federal, state or local law is enacted or amended to provide employee rights that are greater than those provided in this MOU or the parties' collective-bargaining agreement, those rights will prevail and the parties shall meet as soon as practicable to coordinate the provision of those benefits.

3. The Parties recognize that this MOU is based upon extreme and unusual circumstances And does not establish precedent or commit the Board or ESPBC to future obligations. While the parties have made a good faith effort to be inclusive of all employee situations, it is recognized that any matter not specifically covered by this MOU will be addressed at the time it becomes known by the Board.

4. The Parties agree that the current MOU dated July 6, 2020 shall remain in effect through Monday, September 7, 2020 and that this MOU will be in effect starting Tuesday, September 8, 2020 and will end on Friday, January 29, 2021 (the end of the first semester of the 20-21 school year) or upon the execution of a subsequent MOU by mutual agreement of the Parties or upon suspension of the state of emergency.

ESPBC: Jeannette Young
Printed Name

Jeannette Young 9/2/2020
Signature

BOE: George M. Duque

George M. Duque September 2, 2020
Signature