

MEMORANDUM OF UNDERSTANDING

between the

BALTIMORE COUNTY PUBLIC SCHOOLS (BCPS)

and the

**BALTIMORE COUNTY PUBLIC SCHOOLS ORGANIZATION OF PROFESSIONAL
EMPLOYEES (OPE)**

The Board of Education of Baltimore County (“Board”) and the Baltimore County Public Schools Organization of Professionals Employees (OPE) (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 to address issues pertaining to COVID-19.

Whereas, the Parties seek to minimize the spread of COVID-19; protect the health of students, teachers, and educational support personnel, and the public during this pandemic; and

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

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

Now therefore, the Parties by their signatures below, agree to the following terms and conditions relating to the continuation of pay and working conditions of actively employed regular employees covered by the Agreement between the Board and OPE shall be in effect starting Saturday, January 30, 2021 or upon change to state or federal guidelines or the execution of a subsequent MOU by mutual agreement of the Parties during the state and national emergency associated with the Coronavirus/COVID-19 pandemic:

A. COVID-19 - General Considerations

1. The Board and OPE 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.
2. The Board and the Organization agree to revisit the terms and conditions of this Memorandum of Understanding 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.
3. The Board and OPE agree that all employees who are working on-site must complete Safe Schools BCPS COVID-19 training and sign the COVID-19 Employee Expectations and

Acknowledgement Form. The Parties further agree that OPE employees should review the attached BCPS Office of Health Services document entitled “*COVID 19 and Schools – Reducing the Risk*”.

4. The Parties 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 Board and the Organization agree that all employees at all worksites shall be required to wear face coverings inside BCPS facilities when in close proximity (less than six (6) feet) to other personnel and/or as defined and posted at the facility in accordance with CDC guidelines.
6. The Parties agree that non-BCPS personnel and students who may be given access to BCPS facilities and potentially come in contact with OPE members will be required to use face coverings and follow CDC recommended guidelines and school system protocols.

B. Compensation

1. The Board agrees to maintain compensation for regular BCPSOPE employees at their regular salaries and allow OPE employees to accrue appropriate leave and other benefits for the FY 21 budget year. This includes employees on Board approved paid leaves.
2. 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.

C. Working Conditions and Employee Rights and Responsibilities

1. The Parties recognize that the school system has been operational with some OPE employees reporting to their worksites and others working remotely observing normal work hours as BCPS follows state and county reopening guidelines as part of Maryland’s Roadmap to Recovery. The Parties also acknowledge that with improving conditions and in keeping with governmental recommendations and the BCPS health metrics, employees may be directed to report to their assigned worksites and resume their normal work schedules. The BCPS health metrics will be used to inform decisions regarding reporting to worksites.

2. The Parties acknowledge and understand that BCPSOPE represented employees 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 assigned during this time may also include participating in professional training activities. Such time will be viewed as compensated through the continuation of their regular compensation for the FY 21 budget year.
3. In addition to providing assistance outside of their normal duties, the Parties understand that BCPSOPE represented employees may be asked to report to their work locations on a modified schedule to perform essential functions that will enable them to facilitate remote working for themselves and/or others. Essential functions are those duties that are required to maintain an office's or department's operations as well as those tasks necessary to respond to unforeseen circumstance that may arise during the COVID-19 state of emergency BCPS closure. Whenever possible and when employees are equipped to do so, preference shall be given to performing essential functions remotely rather than having employees report to work locations.
4. The Parties understand that, as the school system moves to reopen in accordance with prevailing conditions and the State Roadmap to Recovery, some employees, when approved by their supervisors, may be allowed to perform their duties remotely.
5. The Board and the Organization agree that employees' duties and responsibilities do not necessarily change when working remotely. The Parties agree that if an employee's duties and responsibilities significantly change as a result of working remotely, supervisors shall ensure that any new duties are appropriate and within the position's classification and that any changes in job expectations are communicated to and understood by the employee.
6. The Parties agree that employees working remotely will:
 - a. 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,
 - b. 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
 - c. 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.
7. If an employee is not effective working remotely, the Parties agree that the supervisor may change the employee's assignment and require the employee to report to a worksite or develop an alternate work plan to ensure the success\productivity of the employee.

8. The Board will be responsible for providing all technology, equipment, supplies, remote training, and technological assistance necessary for bargaining unit members to work in a remote environment.
9. Employees will adhere to the Board's Acceptable Use Policy.
10. 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.
11. 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.
12. The Parties acknowledge that, unless a state of emergency is declared by the Governor of Maryland, virtual instruction and remote work may continue 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.

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

1. The Master Agreement between OPE and the Board shall be followed upon the resumption of full on-site and/or remote operations and is in force during the COVID-19 associated emergency situation 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.
 - b. All OPE 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 OPE represented employees will be removed from administrative leave and will be allowed to resume their duties.
 - c. Employees shall receive all due process rights, to include any in-person or remote meetings with administration prior to taking any disciplinary action, as defined in the Master Agreement.
 - d. 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.

2. In the event that federal, state or local law is enacted or amended to provide employee rights that are greater than those provided in this MOU or the parties' collective-bargaining agreement, those rights will prevail and the parties shall meet as soon as practicable to coordinate the provision of those benefits.
3. OPE employees are responsible for informing their supervisors of their inability to work and will advise their supervisors of the applicable form of leave (e.g. sick, personal business, vacation) that will be used by the supervisor to report the employee's absence.
4. The 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.
5. 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.
6. The Parties agree that OPE members who feel that they qualify for the [Families First Coronavirus Response Act's \(FFCRA\) Emergency Paid Sick Leave](#) or Emergency Paid Family 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.
7. Employees who become 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.
8. Employees who are exposed to COVID in their communities and who are not positive or who are awaiting test results must report their status to their supervisors and the Nurse Case Manager in the Office of Absence Management, remain at home, and may apply for FFCRA.

9. 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 the Nurse Case Manager in Absence Management.

E. Duration of MOU

1. OPE and the Board further agree to coordinate the appropriate dissemination of the MOU on a mutually agreed upon date.
2. The Parties recognize that this MOU is based upon extreme and unusual circumstances and does not establish precedent or commit the Board or OPE 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.
3. The Parties agree that this MOU will become effective on Saturday, January 30, 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 by federal, state, and/or local authorities.

BCPSOPE: **Nicholas P. Argyros**
Printed Name
Nicholas Argyros 1/29/2021
Signature Date

BOE: **George M. Duque**
Printed Name
George M. Duque 1/29/2021
Signature Date