

Memorandum of Understanding
In Response to COVID-19

This Memorandum of Understanding (hereafter referred to as the "MOU") is between the Howard County Board of Education (the "Board" or "BOE") and the Howard County Administrators Association (the "Association" or "HCAA"). The Board and the Association will be referred to collectively as "the Parties." This MOU shall remain in effect until all schools and offices of the Howard County Public School System (HCPSS) are fully reopened for students and staff members or June 30, 2021.

WHEREAS, the Board and the Association are parties to the HCAA Collective Bargaining Agreement with a term of July 1, 2019 through June 30, 2022 (hereafter referred to as the "CBA"); and

WHEREAS, there are significant health and safety concerns regarding Coronavirus (COVID-19) which relate to and surround the continued safe opening of HCPSS schools, offices, and other facilities; and

WHEREAS, the parties seek to minimize the spread of COVID-19; protect students, employees, and the general public; and

WHEREAS, on March 12, 2020, State Superintendent of Schools Dr. Karen Salmon mandated the closure of all public schools in Maryland beginning March 16 for a period of two weeks in an effort to contain the spread of COVID-19; and

WHEREAS, after several extensions of the March 16th date, on April 17th Dr. Salmon mandated the closure of all public schools in Maryland through the end of the 2019-2020 school year in an effort to contain the spread of COVID-19; and

WHEREAS, on July 9, 2020 the Board of Education committed to virtual learning for the first semester;

WHEREAS, it is possible that HCPSS schools, offices, and other facilities could remain closed or partially closed for a longer period of time; and

WHEREAS, these building closures are an extraordinary and unprecedented measure; and

WHEREAS, the parties' collective bargaining agreement does not provide for these extraordinary, unprecedented and prolonged closures; and

WHEREAS, the Board and the Association, after discussion, desire to work cooperatively to address working conditions during this pandemic; and

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

1. Virtual Learning

- a. The Board shall provide HCAA members (both central office and school-based) with time during the workday to prepare with regard to expectations for supporting teachers and other staff members during any office or school building closure related to COVID-19, including but not limited to:
 - i. The design and delivery of instructional materials for use by educators.
 - ii. The development of Professional Learning for educators, both online (asynchronous) and virtual (synchronous) experiences.
 - iii. The support of educators responsible for the delivery of online instruction.
 - iv. Planning and preparation for virtual meetings (e.g., school-based staff meetings, parent conferences, IEP meetings; district-based ITL meetings, professional learning, etc.)
- b. HCAA recognizes that to effectively support virtual and/or hybrid learning for HCPSS students and staff, HCAA members may need to work hours beyond the regular work day. To support the well-being of HCAA members, the Board will
 - i. Maintain reasonable and when possible, equitable work expectations for both non-school-based and school-based administrators.
 - ii. Provide the necessary material resources to support an increased workload.
 - iii. Whenever possible, limit meetings for non-school-based administrators.
 - iv. When possible, engage additional human capital (e.g., retired employees, teachers seeking additional per diem work) to assist with the workload.
 - v. With supervisory approval, provide for limited "flex time" when required assignments extend well beyond the typical work day.
 - vi. Provide reasonable timelines for the delivery of instructional materials and/or professional development to support the instructional program.
 - vii. Provide additional opportunities for HCAA members to support their mental health through the Employee Wellness Program.
- c. The Board will be responsible for providing all technology, equipment, services, supplies, and technological assistance necessary for members to accomplish their job requirements in a remote environment.
- d. All work - including but not limited to the design and delivery of instructional materials, support to staff responsible for delivering said instruction, communication with parents, guardians, and other members of the education community - shall be in strict compliance with the guidance issued by the Maryland Department of Health and the Governor's office regarding COVID-19.
- e. The Board shall hold harmless and defend any Association member who is unable to provide support to staff, students and/or parents or guardians who have no internet access, whether that lack of access is temporary or sustained.

- f. Parents and guardians will be notified that audio and video recordings are not allowed. Any recording or photo of an Association member, especially one that is used inappropriately, shall be subject to applicable Board policies, including the Student Code of Conduct. Similarly, members shall be prohibited from making audio or visual recordings of communications with students, parents, and/or guardians during conference calls and/or remote meetings. The only exception to this provision is the mutually-agreed upon recording of an IEP meeting.

2. Continuation of Compensation

- a. The Board agrees to maintain compensation for HCAA members, as outlined in the Collective Bargaining Agreement, for the remainder of the 2020-2021 work year.
- b. Association members shall continue to accrue leave and other benefits as indicated in the Collective Bargaining Agreement.
- c. Association members requiring leave as the result of a situation not related to COVID-19 (e.g., non-COVID related illness, bereavement, etc.) will use their accrued leave.
- d. Normal payroll deductions will continue (e.g., medical/dental, pension contributions, etc.).
- e. Association members may continue to modify voluntary contributions (e.g., W-4 deductions, 403(b) contributions, etc.).

3. COVID-19 Leave

- a. If a HCAA member qualifies under the Families First Coronavirus Response Act (FFCRA), they shall be granted COVID-19 related paid leave in compliance with established provisions under the law, including subsequent amendments and/or additions to the law.
- b. If the HCAA member's leave extends beyond the leave provided under the FFCRA, the Board will consider extending emergency, paid sick leave based on medical circumstances.
- c. Self-Reporting
 - i. HCAA members will be encouraged to notify the Board in the event they have been diagnosed with COVID-19 or are experiencing symptoms compatible with COVID-19.

- ii. The Board shall establish confidential methods for self-reporting COVID-19 symptoms and/or diagnosis and shall inform HCAA members of those methods.
- iii. Privacy rights: In the event the Board learns – through member self-reporting or otherwise – that a HCAA member qualifies for COVID leave in accordance with the law, the Board will take appropriate action but in no event will it identify the member or share the member’s personally identifiable medical information unless to a school system employee(s) who, in their official capacity, must receive such information.
- iv. The principal will be notified if there is a confirmed case of COVID-19 affecting a staff member in their school.
- v. The Board shall not subject any HCAA member to disciplinary action of any sort for providing such notice, failing to provide such notice, or failing to provide timely notice of COVID-19 symptoms and/or diagnosis.

4. Working Conditions

- a. The Board may require Association members to perform work when schools are closed to students due to COVID-19 provided that any such assignment(s) meets the following conditions:
 - i. The work is reasonably related to the member’s job.
 - ii. The member is qualified to perform the work.
 - iii. The work does not unnecessarily expose members to a health risk.
 - iv. The work does not create unsafe or hazardous conditions or require the performance of tasks that unreasonably endanger the member’s health or safety.
 - v. The member is afforded flexibility in scheduling and performing the work.
- b. Teleworking
 - i. HCAA members shall have access to any new application(s) or software required to perform their job remotely, and will receive appropriate training and ongoing support for said application(s) or software.
 - ii. HCAA members will adhere to the Board’s Acceptable Use Policy.
 - iii. HCAA members will be held harmless if they are unable to telework due to the loss of access to the necessary technology because of lost power or degraded internet service that is no fault of the member.

- iv. If a malfunction of Board-issued equipment prevents the HCAA member from performing required tasks, the member shall immediately notify his/her supervisor of the malfunction.
- v. In the event a HCAA member is injured while working remotely, it is expected that the member will report the injury to the immediate supervisor in accordance with the Board's Workers' Compensation policy.
- vi. Upon a "return to work" clearance from their healthcare provider, a HCAA member currently on a leave due to a disability (e.g., maternity leave) may have the option to return from the leave of absence provided that the member is able to meet the continuous needs of telework.

c. Working On-site

- i. Should the Board make a decision to change or alter the instructional delivery model prior to the end of the first semester, Administrators will be notified as soon as possible, and the Board will seek input from and collaborate with the Association regarding any such change.
- ii. The Board will develop and implement cleaning protocols and processes for offices and schools according to the guidelines set forth by the Centers for Disease Control and Prevention (CDC), the Maryland Department of Health (MDH), and the Howard County Health Department (HCHD) in response to the COVID-19 pandemic. Particular attention will be paid to high-touch areas.
- iii. HCPSS will develop health and safety protocols and processes aligned to the guidelines of the Centers for Disease Control and Prevention (CDC), the Maryland Department of Health (MDH), and the Howard County Health Department (HCHD) HCPSS will continue to collaborate with HCAA regarding health and safety protocols as CDC and health department guidance changes.
- iv. Health and safety protocols for site-based work will be established and communicated to all staff and implemented with fidelity for the protection of all employees and students in the work place.
- v. HCPSS will ensure that school and office HVAC systems meet the health and safety protocols identified by the Centers for Disease Control and Prevention (CDC), the Maryland Department of Health (MDH), and the Howard County Health Department (HCHD). School-based administrators shall be provided access to HVAC records for their school, including any repairs and upgrades.
- vi. If a HCAA member is required to report to and/or work on-site for any length of time, as opposed to working remotely, the Board shall provide appropriate

protective gear (e.g., hand sanitizer, masks, etc.) in accordance with local, state, and federal guidelines related to COVID-19 in the workplace.

- vii. In offices where social distancing is not possible due to the proximity of desks, administrators may be assigned to work from another location within the building that allows for appropriate social distancing.
- viii. When the required on-site work can be accomplished by one member of the school's administrative team (e.g., picking up mail/other supplies; opening the school for staff), the remainder of the team can telework during that period. Principals will be required to assign such duties equitably.
- ix. Plexiglass will be added to any areas where administrators are required to meet with students, parents or other staff members and appropriate social distancing cannot be maintained.
- x. A supply of face masks will be available, and replenished as necessary, to distribute to staff, students and visitors who may need a mask.
- xi. Administrators who interact with students who are unable to fully comply with health/safety procedures due to a disability, a medical condition, display non-compliant behavior or are under 5 years old will be provided appropriate protective equipment (e.g., face shield, goggles, face mask, gloves, isolation gowns, etc.) to ensure protection for both the employee and the students.
- xii. No member shall be required or asked to perform work for which medical training or certification is necessary unless they have such training or certification.
- xiii. No member shall be required or asked to perform work that may create unsafe or hazardous conditions or that unreasonably endangers their health or safety.

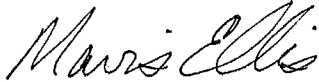
5. Additional Terms

- a. The parties recognize that this MOU is based upon extreme and unusual circumstances and does not establish precedent or commit the Board to future obligations.
- b. 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 through negotiations at the time it becomes known by the Association or the Board.

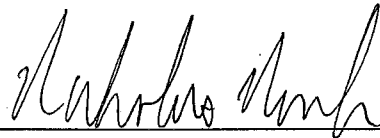
- c. This MOU does not constitute a waiver of any bargaining unit work and serves as a limited, one-time exception to the normal operating procedures pursuant to the CBA due to exigent circumstances.
- d. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.
- e. This MOU does not amend or limit the right of the Board as employer to take personnel actions.
- f. The Board and the Association agree to revisit the terms and conditions of this MOU should any future announcements from the President, Governor, and/or the Maryland State Department of Education require adjustment or alteration of any conditions contained herein.
- g. No section or sections of this MOU will become part of the CBA unless those sections are agreed upon during the collective bargaining process between the Association and the Board.
- h. This MOU will terminate on the 1st day all students in the Howard County Public School System return to schools for full time, in-person instruction after the COVID-19 pandemic.
 - i. Association representatives will be invited to participate in the Board's planning and preparation process for recovery of learning, including but not limited to students' eventual return to in-person instruction.
 - ii. If social distancing measures are still mandated or recommended by the Governor and/or the local health department when any form of in-person instruction resumes for students, the parties agree to revisit the terms and conditions of this MOU that pertain to the safety, health, and well-being of HCAA members.
- i. In the event a dispute between the parties arises in connection with this MOU that cannot be resolved informally, both parties agree to have a neutral mediator from the Federal Mediation and Conciliation Service (FMCS) facilitate non-binding mediation in an attempt to resolve the issue(s) prior to initiating any formal action.
 - i. Written documentation of the issue(s) will be provided to the respective parties in advance of the mediation.
 - ii. At the conclusion of the mediation, both parties agree to attempt to resolve the matter in the spirit with which this Section is intended.

- j. Any order from a local, state, or federal agency, which is contrary to this MOU, will supersede this memorandum.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding on the date set forth herein.



Chair, Howard County Board of Education



President, Howard County
Administrators Association

Date: November 30, 2020

Date: DECEMBER 2, 2020