

Memorandum of Understanding
Related to COVID-19

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Howard County Board of Education (the "County Board," or "BOE") and the Howard County Education Association (the "Association" or "HCEA"). The County Board and Association will be referred to collectively as "the Parties." This MOU is dated March 30, 2021 and shall remain in effect until June 30, 2021.

WHEREAS, the County Board and the Association are parties to the HCEA and HCEA-ESP Collective Bargaining Agreements with terms of July 1, 2019 through June 30, 2021 (hereafter jointly and severally referred to as the "CBA");

WHEREAS, there are significant health and safety concerns regarding Coronavirus (COVID-19) which relate to and surround the continued safe opening and operation of school buildings and facilities; and

WHEREAS the parties seek to minimize the spread of COVID-19; protect students, employees, and the public in the provision of educational services; and

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

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

1. Definitions

- a. "School" refers to an employee's primary worksite, which may be a school or an office building.
- b. "Employee" refers to unit members for whom the terms of this agreement will be applicable based on their assignment.

2. Hybrid Learning

- a. The County Board, in consultation with HCEA, the exclusive bargaining representative, shall develop and provide a hybrid learning plan to all employees which includes a daily schedule and delineates that all such time counts as work time. The County Board may direct employees to utilize an alternative mode of instruction, including but not limited to online instruction or assignments, other materials and assignments, or other alternative modes of instruction, to deliver instruction or provide assessment to students during any period of school buildings closure and/or hybrid instruction due to Coronavirus (COVID-19). Should the Board make a decision to change or alter instructional delivery models prior to the end of the school year, the Association will be notified as soon as practical. The Board will seek input from and collaborate with the Association regarding any such change.

- b. The County Board shall provide employees with time during the contracted workday to prepare employees regarding expectations for hybrid instruction, including online assignments, online instruction, delivery of instruction, and assessments. All certificated employees and education support professionals whose work requires them to support student instruction will be provided the time outlined in the CBA for planning, preparation and collaboration.

In addition to the time allocated in the CBA, an additional 120 minutes per week will be provided on Wednesdays for certificated employees in no less than 30-minute increments of self-directed time to planning for virtual hybrid learning. An additional 30-minute chunk of self-directed time will be provided either inside or outside the student day. In cases of emergency where the district needs the member to participate in an urgent non-school based PD on a Wednesday, the district has the right to rearrange PIP and planning times on that day. Planning minutes previously guaranteed in the CBA cannot be rearranged in this manner.

Administrators will make every effort to ensure the non-instructional time designated in the school schedule is prioritized for self-directed teacher planning time

Meetings during the workday should be limited and occur only as needed for the implementation of the school program. No school-based employee should be required to attend more than the number of staff meetings as delineated in the current CBA (1 beyond the duty day and not more than 2 during the workday per month) unless an emergency arises. Other department, team, grade level, etc. meetings that coordinate instruction and programming should occur as needed, but not more than once a week unless initiated by the members of the team, department, or grade level. Every effort should be made to keep additional meetings to a minimum.

- c. Beginning the first workday of the 2020-21 school year for all employees, all remote and hybrid instruction, office hours and/or in-service days during this period shall be counted toward the required work year pursuant to the CBA for 10- and 11-month bargaining unit employees. All professional development and instructional work including the design, delivery, and assessment of instruction shall be completed in strict compliance with the guidance issued by the Maryland Department of Health and the Governor's office regarding Coronavirus (COVID-19).
- d. The County Board shall hold harmless and defend any employee who is unable to provide instruction to students who have no device or internet access. Educators are encouraged to contact students and their families to participate in the online instruction. However, teachers shall not be required to make excessive attempts to track down students who do not log on for instruction.

- e. Formal observations should not occur prior to April 1, 2021 to provide time for educators to adapt their teaching to a hybrid format.
- f. The Board and Association recommend that post observation conferences be scheduled to allow for a timely debrief of the observation and for reflective dialogue between the observer and teacher.
- g. It is understood that although the Evaluation Framework for each employee group is still in effect, employees will not be penalized if components of the evaluation are not able to be observed or are not applicable due to changes in the hybrid delivery model.
- h. Student Learning Objectives (SLOs) will be implemented in the second semester, unless MSDE waives the inclusion of student growth data for the 2020-21 school year due to the pandemic. Pursuant to the SLO goal setting process outlined in the CBA, sufficient time will be provided for the setting of Student Learning Objectives. Elementary educators will establish SLOs by the end of January in preparation for second semester implementation. Secondary educators will set goals no later than the end of February. It is understood that due to the change in the implementation timeline, SLOs will represent growth for only one semester in the identified learning target. A mid-SLO implementation check to revisit appropriateness of targets and make necessary adjustments should occur no later than April 30th.
- i. Tenured teachers who are on full evaluation will have only one observation during the school year, if they had one or two observations last year (2019-20) as part of their full evaluation cycle. Tenured teachers who are on a full evaluation cycle, who had no observations during last school year (2019-20), will have two observations this year (2020-21) based on the Evaluation Framework.
Non-tenured teachers will have four observations in compliance with the Evaluation Framework. To allow for an open dialogue between the administrator and the teacher prior to the observation being finalized and due to the nature of virtual instruction, post-observation conferences are recommended for all observations.
- j. In the event changes to the evaluation procedures for Education Support Professionals (ESP) resulting from the pandemic or virtual hybrid learning plan are necessary, this topic will be revisited by the Board in collaboration with the Association prior to the end of April 2021. Any changes in process or the evaluation form will be communicated to employees within one week of a change in procedure.
- k. Parents shall be notified that audio and video recordings of the instruction are not allowed. Any recording or photo of an employee, especially one that is used inappropriately, shall be subject to County Board policies, including the student code of conduct. Similarly, employees shall be prohibited from making audio or visual recordings of students during on-line instruction.
- l. Board policies and expectations pertaining to student and employee conduct remain in effect. (Certificated Agreement Article 6; ESP Agreement Article 9)
- m. The County Board will be responsible for providing all technology, equipment, services, supplies, training, and technological assistance necessary for employees to accomplish their duties in a remote environment and will comply with section 6 of this agreement.

- The County Board will coordinate the copying and/or distribution of any other physical materials (books, worksheets, packets, etc.) deemed essential to student learning.
- n. Employees who need materials or resources to perform their work that are not available at their work site should submit a request to their administrator. School based funding should be used for the purchase of necessary materials. If school based funding is depleted the request can be forwarded to the content supervisor or Central Office leadership to determine if funds are available from another source. Employees are not expected to purchase materials or resources to use in the performance of their work assignment.
 - o. For those educators who are still virtual, the County Board shall continue to use school-based procedures for educators to checkout instructional technology, or access materials that are normally available to support instruction in a face-to-face environment that would also be beneficial for providing virtual instruction. The check-out process will ensure that all educators in the building will have access to any resources that are not available to every educator as part of standard classroom equipment. This process should ensure that all educators in the building will have access to these resources should they need them for instruction. (i.e. document cameras, LCD projectors, content specific resources).
3. **Compensation:** The County Board agrees to maintain compensation for regular full-time and part-time employees for the remainder of the 2020-2021 work year. With continued compensation, employees shall continue to accrue leave and other benefits.
- a. Employees requiring leave as the result of situation not related to COVID-19 (i.e., non-COVID related illness, bereavement, etc.) will use their accrued leave. No leave is deducted from employee accounts for a school closure during which employees are not scheduled to work.
 - b. Normal payroll deductions will continue (i.e., medical/dental, mandatory pension contributions, state and federal deductions, etc.) Employees may continue to modify voluntary contributions such as additional W-4 deductions and 403(b) and 457(b) contributions.
 - c. Employees understand their work year may be extended to fulfill contractual work days based on BOE calendar adjustments. Adjustments to the calendar made by the Board must be communicated to employees no later than one week after the Board meeting in which the decision occurred. Decisions that result in a-reduction in the number of contractual workdays or the application of the waiving of employee workdays will be discussed and agreed upon by both parties. Employees further 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 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 rate of pay for the 2020-21 budget year.

4. Leave

- a. Employee self-reporting: Employees will be encouraged to notify the County Board in the event they have been diagnosed with COVID-19 or are experiencing symptoms compatible with COVID-19. The County Board shall establish confidential methods for doing so and shall inform employees of such methods. To encourage self-reporting, the County Board shall not subject any employee to disciplinary action of any sort for providing such notice, failing to provide such notice, or failing to provide timely notice.
- b. Privacy rights: In the event that the County Board learns – through employee self-reporting or otherwise – that an employee qualifies for COVID leave in accordance with the law, the County Board will take appropriate action but in no event will it identify the employee or share the employee’s personally identifiable medical information beyond the County Board employees who, in their official capacity, must receive such information.
- c. Employees that are identified by a federal, state or local health department (“health department”) as a close contact or as having a positive COVID test and requested to quarantine, and who are physically able to telework, will be permitted to do so for the quarantine period identified by the health department. Documentation provided by the health department must be provided by the employee to the HCPSS.
Failure to include or address other COVID related leave or telework situations in this MOU permits the parties to maintain their respective interpretations regarding current contractual obligations relative to accrued leave benefits. The intentional omission in this regard should not be construed to constrain possible remedies of any outstanding grievances pursuant to COVID related leave or telework.
- d. Staff who were initially denied their ADA request, who then appealed and were granted their appeal for the same health condition(s) which were listed in their initial request, will be reimbursed any paid leave they used while waiting for their appeal. If they’ve been made to take leave without pay for those situations, they will be reimbursed pay for those leave days.

- 5. When schools are closed to students:** When a building is inaccessible to students due to COVID-19, the County Board shall continue compensation of all employees of that school at each employee’s regular rate of pay as specified in section 1 of this MOU. No employee shall be charged or docked with use of leave while the school remains closed and employees are not scheduled to work.

- a. Work during school closure: The County Board may require employees to perform work when any school is closed to students due to COVID-19 provided that any such assignment meets the following conditions:
 - i. The work is reasonably related to the employee’s job.
 - ii. The employee is qualified to perform the work.
 - iii. The employee is paid at their regular rate of pay for all time spent performing the work; and such time counts toward the required work year outlined in the CBA.
 - iv. The work does not unnecessarily expose students or employees to a health risk.

- v. The work does not create unsafe or hazardous conditions or require the performance of tasks that unreasonably endanger their health or safety.
 - vi. The employee is afforded reasonable flexibility in scheduling and performing their work.
- b. Leaves of absence during school closures
- vii. When schools are closed to students and employees are working, employees will utilize their own leave.
 - viii. Upon a “return to work” clearance from their healthcare provider, an employee currently on a leave of absence due to a disability may have the option to return from a leave of absence provided that the employee is able to meet the continuous needs of telework.
6. **Teleworking:** All employees working remotely (telework) shall have the technology, equipment, services, supplies, training, and technological assistance necessary to perform their jobs and collaborate with their co-workers.
- a. **Equipment:** All employees who are teleworking shall be issued the following equipment, as necessary, in order to perform their assigned duties:
 - ix. A laptop with a built-in webcam.
 - x. If the employee does not have reliable internet access from their telework location, a hotspot will be provided. Costs associated with the hotspots will be paid using funds budgeted for professional development pursuant to Articles 12 and 13 in the HCEA-ESP and HCEA agreements, respectively. A process will be established for distribution with priority for staff who have demonstrated financial or geographic connectivity needs, or multiple children and staff accessing the internet from home.
 - xi. Instructional materials and on-line platform to conduct distance learning.
 - b. If an employee does not have access to the equipment delineated in this section and the board is not able to provide for any reason, the employee can be assigned an alternate assignment, including on-site at a HCPSS location, in order to support the educational plan, subject to the provisions of Paragraph 7 below.
 - c. Employees shall receive appropriate training and will have access to ongoing support for any new application or software required to perform their jobs.
 - e. Employees 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 lost or degraded internet service that is no fault of the employee.
 - f. Employees will adhere to the County Board’s Acceptable Use Policy.
 - g. If a malfunction of County Board-issued equipment prevents the employee from performing assigned tasks, the employee shall immediately notify his/her supervisor of the malfunction.
 - h. 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 County Board’s workers’ compensation policy. All injury claims (whether occurring on

location or while teleworking) will be reported to the County's Third Party Administrator and will be reviewed for compensability.

7. **Working onsite:** In the event that the County Board requires employees to work on site or employees choose to voluntarily work on site, as opposed to working remotely, any such assignment shall meet the following conditions:
- a. No employee shall be required, asked, or permitted to perform work for which medical training or certification is necessary unless they have such training or certification.
 - b. Any work processes or directives for the use of technology in the performance of an employee's job will not require the use of the employees' personal device. Should a process be implemented that requires the use of technology such as electronically signing in and out of the building an alternate process will be established for any employee who does not have access to the required technology or who chooses not to use their personal device for work related functions.
 - c. The County Board shall make available, at no cost to employees, appropriate protective gear in accordance with local, state and federal guidelines related to COVID-19 in the workplace. Employees who work 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 in their care. Consideration will be given to a request by an employee for additional equipment based on assignment and the nature of the interactions that will need to occur between the employee and the students they are assigned. If an employee's request is denied the decision can be forwarded to the Director of Staff Relations for review and decision.
 - d. 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. HCPSS will develop and maintain 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 HCEA regarding health and safety protocols as CDC and health department guidance changes. Concerns about failure to fully implement any established protocol should be reported immediately to the site administrator to restore full compliance with the established protocols.
 - e. HCPSS will develop cleaning 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). Employees will not be expected to perform cleaning duties that are not part of their regular assignment.

- f. Teachers will have priority in using their assigned instructional space during the school day during hybrid learning. Any classroom or physical space that is used by other agencies based on established building use policies will be respectful of the fact that employees may have personal items and materials in those work spaces. Should any materials be destroyed, lost, or otherwise made unusable, an employee should notify their direct supervisor immediately upon discovery of the circumstance. Employee materials will be replaced in accordance with school system policies.

8. Supplemental Pay

- a. Employees providing virtual academic support via an evening program will be compensated at the following rates with total gross compensation not to exceed \$80 per night or \$480.00 per pay period:
Virtual academic support instruction: \$30/Hr
Planning: \$20/Hr
Employees providing hybrid academic support via an evening program will be compensated at their per diem rate.
- b. Teachers who freely and willingly volunteer to substitute during their daily preparation time will be compensated at \$55 per preparation period. This is not precedent setting and sunsets with this MOU. Teachers may not be mandated to do this.
- c. ESP who provide sub coverage for less than a half day will be paid \$18/hour (15+ minutes is rounded up to the next hour) in addition to their regular rate of pay. ESP who provide half or full day coverage will be paid according to the rates in the negotiated agreement. This does not apply to coverage for IEP/other meetings or classroom monitoring. This is not precedent setting and sunsets with this MOU.

- 9. Additional terms of this MOU:** The parties recognize that this MOU is based upon extreme and unusual circumstances and does not establish precedent or commit the County Board to future obligations. While the parties have made a good faith effort to be inclusive of all employee situations, it is recognized that any negotiable matter not specifically covered by this MOU will be addressed through negotiations at the time it becomes known by HCEA or the County Board.
- a. This MOU does not constitute a waiver of the bargaining unit work and serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the CBA due to exigent circumstances.
 - b. 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.
 - c. This MOU does not amend or limit the right of the County Board as employer to take personnel actions.
 - d. The County 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 the Maryland State Department of Education require the adjustment or alteration of any conditions contained herein.

- e. This MOU is not setting precedent or past practice. It will not become part of the CBA and is a unique situation. This does not obligate employees to use online learning in the future beyond the length of the MOU.
- f. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of the MOU.
- g. In the event of a dispute between the parties arising under or 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) engage in non-binding mediation to attempt to resolve the outstanding issues prior to initiating any formal action. Written documentation of the issues will be forwarded to the respective parties in advance of the meeting. At the conclusion of the meeting, both parties will agree to attempt to resolve the matter in the spirit with which this Section is intended.
- h. Any legitimate order from a local, state or federal agency, which is validly issued pursuant to the issuing governmental unit's legal powers, is binding on the HCPSS, and is contrary to this MOU will supersede this memorandum.

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



Chair, Howard County Board of Education



President, Howard County Education Association

Date: _____ April 22, 2021

Date: March 29, 2021