



This Memorandum of Understanding (hereinafter referred to as "MOU") is made by and between the Howard County Board of Education (the "County Board" or "BOE") and the American Federation of State, County and Municipal Employees, Council 67, Local 1899 (the "Association" or "AFSCME") regarding the County Board providing paid administrative leave for employees covered under the bargaining unit that test positive for COVID. The County Board and Association will be referred to collectively as "Parties."

The County Board recognizes that the Center for Disease Control (CDC) mandates a isolation period of five (5) days for individuals that test positive for COVID. To ensure the continued safety and health of all employees and students, as well as to mitigate the transmission of COVID, the County Board has entered this MOU with the Association.

## TERMS

Parties agree that paid administrative leave will be provided for up to six (6) consecutive calendar days, beginning with the date of testing, if the **employee** tests positive for COVID for a maximum of two (2) incidents. A second incident that occurs within thirty (30) calendar days from the first positive test will not be eligible for paid administrative leave. The number of paid days provided by the County Board to the employee is subject to change if the CDC changes and/or reduces its mandate on the isolation period relating to COVID infection.

## FURTHER,

To qualify and receive paid administrative leave for COVID, the employee must submit a positive PCR test or documentation from a medical provider that demonstrates the employee tested positive for COVID. Home tests will not be accepted.

## FURTHER,

Employees will be provided paid administrative leave for COVID for a maximum of two (2) separate instances. Paid administrative leave may only be used during the period of isolation as mandated by the CDC. Any unused days cannot be saved to be used for a subsequent instance.

## FURTHER,

If after the mandatory isolation period, if the employee is still experiencing symptoms and is too ill to return to work, the employee must use their own sick leave, other accrued

leave, or take time off without pay until the employee is able to safely return to the workplace.

FURTHER

As the employee will be paid administrative leave, they are expected to complete other tasks that support their position at home as directed by their supervisor.

FURTHER,

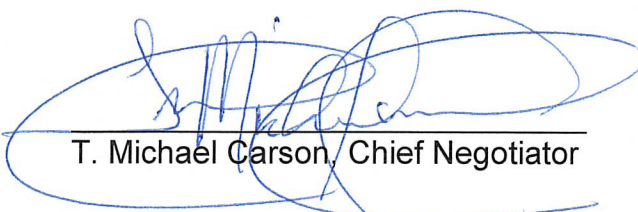
The County Board will retroactively readjust sick leave balances of employees that tested positive for COVID. The retroactive period will begin with COVID cases that started on August 22, 2022, and last until the execution of this agreement. To qualify for retroactive paid administrative leave for testing positive for COVID and having to isolation as mandated by the CDC, one of the following conditions shall be met:

- Employee provides proof of a positive PCR test; or
- Employee provides documentation from a medical provider indicating a that they had a positive diagnosis and the date of the test; or
- Employee provides past written communication where they notified their principal, supervisor, or a health provider at the site that they were absent due to testing positive for COVID. Email and text are acceptable; or
- The employee's supervisor provides a written statement that the employee informed them or a health provider at the site they were absent due to COVID.

Paid administrative leave for COVID that is readjusted will be considered one (1) of the two (2) qualifying incidents as referenced in this MOU under **Terms**.

It is mutually agreed that the terms and conditions for paid administrative leave for COVID outlined in this MOU will terminate if the CDC eliminates the mandatory isolation period. If the CDC changes the isolation period, the number of days will be adjusted accordingly. This MOU will expire at the end of the 2022-2023 school year or before, depending on CDC mandates.

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



T. Michael Carson, Chief Negotiator

Date: 10/19/2022



Robert Coleman, Local 1899 President

Date: