

Memorandum of Understanding
between
The Baltimore County Public Schools (BCPS)
and the
Education Support Professionals of Baltimore County (ESPBC)

COVID Leave
&
Substituting, Providing Class Coverage, and Compensatory Services for the 22-23 School Year

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 in this Memorandum of Understanding (“MOU”) which addresses issues pertaining to COVID-19 and staffing and serves as a supplement to the Parties’ 2020-2023 Master Agreement (MA).

WHEREAS the Parties understand that their primary mission is the education of the county’s students, and

WHEREAS Coronavirus (COVID-19) is expected to continue to be circulating among students and staff during the 2022-2023 school year, and

WHEREAS the Parties agree that, where applicable, all terms of the MA between the Board and the Association remain in full force, and

WHEREAS the Parties recognize that the MA does not address some of the necessary health and safety measures that must be taken to prevent the spread of all contagious diseases in order to maintain in-person instruction and work consistent with guidance from the Maryland Department of Health (MDH), the Maryland State Department of Education (MSDE) and the Center for Disease Control (CDC), and

WHEREAS staffing may become a challenge for school in the 2022-2023 school year, and

WHEREAS the Parties recognize that school administrators need flexibility in addressing and resolving the unique challenges that these shortages may present, and

WHEREAS the Parties agree that, to the maximum extent possible, administrators will be expected to secure substitute teachers to address vacancies and provide coverage and understand that this too may be difficult,

Now therefore, the Parties agree to the following:

Section I: COVID Infection

- A. Students and staff who show symptoms of COVID-19 will be isolated from the school or the workplace population until they can safely be transported home.
- B. Employees who become ill with COVID must report their status to their immediate supervisor/administrator and to OHSCOVID@bcps.org.

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- C. The Board agrees that if a person with a confirmed case of COVID-19 has entered a worksite, the Board will notify local/state health officials and all staff and parents of the potential exposure. The Board shall follow the guidance from the Baltimore County and Maryland Department of Health if there is an outbreak of COVID at a school or worksite.
- D. The Board will ensure that it will protect the privacy of its employees during these processes.

Section II. COVID-19 Testing and Leave

- A. The Board will provide, as available, FDA authorized rapid antigen covid tests to all ESPBC represented employees for their use at home on an as needed basis.
- B. During the 2022-2023 school year, BCPS shall authorize up to two (2) COVID-19 leaves of up to five (5) business days for each documented employee COVID infection. Documentation must be in the form of a positive FDA approved PCR test or a **verified** rapid antigen test. Verification must be from a health provider, pharmacy, or laboratory.
- C. The Parties agree that the COVID leave must be taken consecutively and may not be used intermittently and is not intended for use to care for a family member.
- D. The Board agrees that the COVID-19 leave shall not be monitored in the Integrated Disability Management Program or the Employee Attendance Monitoring Program.
- E. The Office of Employee Absence and Risk Management will inform the employee and supervisor of whether an employee has been granted a COVID-19 leave and the return-to-work requirements. If granted, the COVID-19 leave shall be coded as "other board business".
- F. The Parties agree that if COVID-19 leave is denied, the Office of Employee Absence and Risk Management shall advise employees of their options which include the following:
 - 1. Use of personal illness leave,
 - 2. Apply for sick leave bank if personal illness leave has been exhausted,
 - 3. If ineligible for the Family and Medical Leave Act (FMLA), take the time unpaid, or
 - 4. Apply for unpaid leave under FMLA.
- G. Employees who use their two (2) COVID leaves and who become reinfected with COVID will be required to use personal illness leave.

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Section III. Substituting, Tutoring, Coverage, and Compensatory Services

A. ESPBC Represented Employees Substituting and Providing Coverage for Classroom Teachers

1. ESPBC represented school-based employees who volunteer to substitute or provide coverage for a teacher during their regular schedule at their assigned school locations are eligible for twenty dollars (\$20) per hour in addition to their regular hourly rate.
2. ESPBC represented school-based employees include instructional paraeducators, interpreters, occupational and physical therapy assistants, school- and non-school based office professionals and other ESPBC represented employees.
3. Article 6.19.2 of the ESPBC Master Agreement allows for paraeducators to be used to “cover for teachers...for short periods of time up to a maximum of three (3) hours per duty day”. Paraeducators who volunteer to provide coverage beyond the three hours are eligible for the twenty dollars (\$20) per hour in addition to their regular hourly rate.
4. ESPBC staff funded by restricted grants, such as IDEA and Title I, may only receive increased compensation for voluntarily substituting or voluntarily providing coverage related to their current job description. Grant funded paraeducators may volunteer to provide limited coverage, as necessary, for classroom teachers only, using content developed by a certified teacher to reinforce learning and skill development.
5. ESPBC represented employees noted above who volunteer to substitute or cover a class(es) will be paid at their regular hourly rate plus an additional twenty dollars (\$20) per hour for any portion of the voluntary class coverage.
6. Non-school based ESPBC represented employees who are deployed or who, with supervisor approval, volunteer to provide support to schools shall be paid at their regular hourly rate plus an additional \$20 per hour. ESPBC represented employees may be used to provide classroom coverage or support to school front offices.

B. ESPBC Represented Employees Providing or Assisting with Tutoring, Compensatory Education Recovery Services or Reviews

1. ESPBC qualified bargaining unit members who work outside of their regular duty hours to provide tutoring, compensatory education/recovery services or compensatory

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education services for students with an IEP shall be compensated at their hourly rate plus twenty dollars (\$20) per hour.

2. Bargaining unit members shall receive compensation for one (1) hour a week preparation in addition to the time they work directly with the students.
3. Compensation shall be for work performed outside of normal duty hours.

C. General Consideration

1. Paraeducators who are less than a 1.0 FTE are NOT eligible to receive additional pay for time worked outside of their regular schedule.
2. Long-term substitutes who are working full time may NOT be used for coverage. Long-term substitutes receive compensation for six (6) hours and forty-five (45) minutes daily and cannot exceed this time worked.
3. Long term substitutes who are working less than a full day schedule may volunteer to cover classes outside of their schedule.
4. Long term substitutes who volunteer outside their schedule shall not be paid at the class coverage approved additional hourly rate. They shall be paid at the appropriate long-term rate.
5. Long-term substitutes cannot volunteer to give up their thirty (30) minutes unpaid lunch to cover classes.

If necessary, the Parties agree to meet to discuss the need to modify and reissue this memorandum. Otherwise, this memorandum will expire on June 30, 2023.

ESPBC: Jeannette Young
Printed Name

Jeannette Young
Signature

8/29/2022
Date

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BOARD:

George M. Duque

Printed Name

George M. Duque

Signature

8/29/2022

Date