

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS
AND
BALTIMORE TEACHERS UNION, AMERICAN FEDERATION OF TEACHERS,
LOCAL 340, AFL-CIO (TEACHER CHAPTER)
AND
THE BALTIMORE TEACHERS UNION, AMERICAN FEDERATION OF TEACHERS,
LOCAL 340 (PARAPROFESSIONAL AND SCHOOL REALTED PERSONNEL
CHAPTER) AFL-CIO
CONCERNING THE COVID-19 PANDEMIC**

This Memorandum of Understanding (hereinafter "MOU") is entered into this _____ day of _____, 2022, between the Baltimore City Board of School Commissioners (hereinafter "Board") and the Baltimore Teachers Union, American Federation of Teachers, Local 340, AFL-CIO ("BTU"), and the Baltimore Teachers Union, American Federation of Teachers, Local 340 (Paraprofessional and School Related Personnel Chapter) AFL-CIO (hereinafter "BTU/PSRP").

WHEREAS, the Board and the BTU are parties to a written negotiated agreement for the period July 1, 2022 through June 30, 2023 (hereinafter the "BTU Teacher Agreement"); and

WHEREAS, the Board and the BTU/PSRP are parties to a written negotiated agreement for the period July 1, 2020 through June 30, 2022 (hereinafter the "BTU/PSRP Agreement") which has been extended by agreement of the parties pending completion of negotiations for a successor agreement; and

WHEREAS, the parties wish to supplement the aforesaid agreements for a limited portion of the terms of said agreements.

NOW THEREFORE, it is agreed by and between the Board and the BTU and the BTU/PSRP that the terms of this MOU shall supplement the aforesaid agreements for the period set forth below.

I. Safety Protocols

The Board shall require that every worksite and school adhere to the health and safety guidelines and standard operating procedures set forth in the most current version of the "Health & Safety Guide: Operating Procedures, Guidelines, and Best Practices" document or any successor document however named.

II. Hand Sanitizer and Soap

The district will provide sufficient soap and running water, and where running water and soap are not available, hand sanitizer in schools to meet the health and safety guidance on hand washing and sanitization from the CDC.

III. Ventilation

The Board shall follow guidance from the CDC and American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) on ventilation and air exchange rates. Building ventilation systems will also be monitored for proper operation during regular walkthroughs. Complaints of ventilation systems not operating properly shall be assessed for repairs within forty-eight (48) hours and repairs will be completed as soon as practicable. When deemed appropriate by Operations, affected spaces shall be supplied with temporary air purification units until repairs are complete.

IV. Employee Protection

The Board recognizes that many teachers and PSRPs have children and family circumstances that may result in occasional unexpected interruptions to virtual instruction. Teachers and PSRPs shall not be subject to discipline if and when virtual instruction is occasionally and briefly interrupted by such circumstances. The provisions of this paragraph shall not apply to staff working in the Virtual Learning Program.

There shall be no loss of salary and benefits to any employee in either the BTU Teacher or PSRP bargaining units as a result of an inability to perform any mode of distance learning because of an event at the employee's home while engaging in distance teaching which resulted from situations such as a loss of access to the necessary technology through computer failure, loss of power, or loss of internet through no fault of the employee. In any such event, the employee should immediately contact her/his supervisor to report the failure or loss and promptly comply with further direction from the employee's supervisor and City Schools Instructional Technology Department.

V. School or Classroom Closure Due to COVID-19

If the Board or CEO determines that an entire school must be temporarily closed for COVID-19-related reasons, all school staff will be notified electronically and/or in writing as soon as practicable of the closure, the reason(s) for the closure, the expected duration of the closure (if known), and the plan for continuation of instruction during the period of closure.

If a teacher and/or PSRP bargaining unit member tests positive for COVID-19 and the decision is made to send the teacher's and/or PSRP's cohort and/or close contacts home, all staff who are a part of the teacher's cohort and/or close contacts (including itinerant staff, e.g. RSP's, ESOL, special educators) will be notified electronically and/or in writing as soon as practicable of the fact that an individual in their cohort-or close contacts-tested positive, the action taken with respect to that cohort or close contacts, the expected duration of that action (if known), and what, if any,

actions other staff members should take as a result of that action known at the time of notification. The Board will follow all applicable steps in the “Notification For Potential COVID-19 Exposure” and all amendments or updates thereto.

VI. Permission Leave

Up to 5 days of permission leave will be granted one time to employees who test positive for COVID and the district can confirm that the employee had legitimate exposure to a positive COVID case at their work site.

VII. Waiting Rooms for Distance Learning

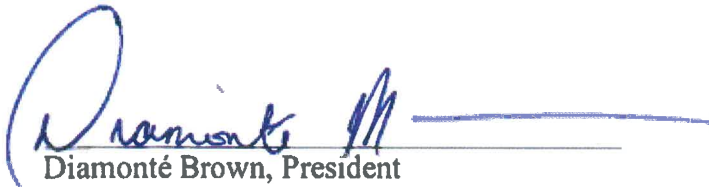
The Board will implement a waiting room in Zoom to limit access to classes to (a.) students enrolled in and assigned to the class; (b.) authenticated City Schools employees; and (c.) other authorized visitors. The Board will maintain this waiting room feature during any period of virtual instruction unless a different option becomes available for safe and secure access to such classes; in such event, the Board will promptly notify BTU of the planned implementation of the alternative methodology.

VIII. Duration

1. The provisions of this MOU shall only be in effect for the durations set forth below. They are not intended by the parties to become a part of their current collective bargaining agreements.
2. Except as otherwise expressly stated in this MOU, all provisions of the current collective bargaining agreements between the parties shall continue in effect during the period that all or any portion of this MOU remains in effect.
3. The provisions of this MOU reflect agreements that have been reached by the parties as a result of unique and temporary circumstances and will not be regarded by either party as constituting past practice or setting precedents for any other purpose.
4. The provisions of this MOU shall commence on July 1, 2022 and shall remain in effect until June 30, 2023. Furthermore, if, all or any individual schools are returned to full virtual or hybrid instruction models due to COVID-19 infection issues, the provisions of this agreement shall once again be applicable to bargaining unit employees at those affected schools for the duration set forth in the first sentence of this paragraph.
5. Any disputes regarding the provisions of this MOU shall be subject to the grievance and arbitration provisions set forth in the current collective bargaining agreements between the parties.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding as of the day first written above.

On behalf of the Baltimore Teachers Union, American Federation of Teachers, Local 340, AFL-CIO:


Diamonté Brown, President _____ Date 9.2.2022

On behalf of the Baltimore Teachers Union, American Federation of Teachers, Local 340 (Paraprofessional and School Related Personnel Chapter) AFL-CIO:


Diamonté Brown, President _____ Date 9.2.2022

On behalf of the Baltimore City Board of School Commissioners:



Johnette Richardson, Board Chair _____ Date 9/19/2022



Sonja B. Santelises, CEO _____ Date 9/19/2022

Approved as to form and legal sufficiency:



Sheryl Atkins _____ Date 9/19/2022