

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF CARROLL COUNTY
AND THE
CARROLL COUNTY EDUCATION ASSOCIATION, INC.**

This Memorandum of Understanding (hereinafter "MOU") is entered into this _____ day of September, 2020, between the Board of Education of Carroll County (hereinafter the "Board") and the Carroll County Education Association, Inc. (hereinafter the "Union").

WHEREAS, the Board and the Union are parties to a written negotiated agreement for the period of July 1, 2020 through June 30, 2021 (hereinafter the "Agreement"); and

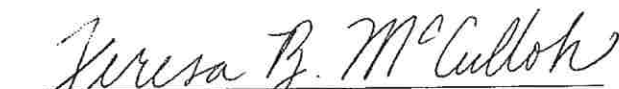
WHEREAS, the Board and the Union desire to memorialize the intention of the Board with respect to the payment of extra duty remuneration during the 2020-2021 school year.

NOW THEREFORE, it is agreed by and between the Board and the Union as follows:

- a. That for the entire 2020-2021 school year, the Board will pay all extra duty remuneration amounts referenced in Article XXIII of the Agreement even if some of those duties are unable to be performed during all or part of the school year due to the current COVID-19 school schedule adjustments.
- b. However, if at any subsequent point during the 2020-2021 school year, schools are reopened to an extent that allows these extra duties to resume, the employees who received extra duty remuneration earlier in the school year without having performed those duties will perform those previously compensated but unperformed duties to the fullest extent possible for the balance of the school year without entitlement to any compensation in excess of the amounts set forth in the Agreement.

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

On behalf of the Carroll County Education Association, Inc.:



Teresa McCulloh, President

9/25/2020
Date



Nathan Curtis, Chief Negotiator

9/25/2020
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF CARROLL COUNTY
AND THE
CARROLL COUNTY EDUCATION ASSOCIATION, INC.**

This Memorandum of Understanding (hereinafter "MOU") is entered into this 19~~th~~ day of November, 2020, between the Board of Education of Carroll County (hereinafter the "Board") and the Carroll County Education Association, Inc. (hereinafter the "Union").

WHEREAS, the Board and the Union are parties to a written negotiated agreement for the period of July 1, 2020 through June 30, 2021 (hereinafter the "Agreement"); and

WHEREAS, the Board and the Union desire to memorialize certain additional temporary agreements that have been reached between the parties as a result of the ongoing COVID-19 pandemic;

NOW THEREFORE, it is agreed by and between the Board and the Union as follows:

1. Board-Mandated Quarantines

Any CCEA bargaining unit member (hereinafter "employee") who is directed by the Board to quarantine due to a positive COVID-19 test result, the presence of suspected COVID-19 symptoms, or a potential workplace exposure to COVID-19 will be allowed to work remotely if her/his work is capable of being performed in that fashion. If an employee is directed to quarantine by the Board due to a positive test result for COVID-19 and is too ill from COVID-19 to work, the employee will be provided paid administrative leave for the duration of the quarantine period as defined by the Maryland Department of Health or such earlier time as the employee receives a negative result from a PCR COVID-19 test required by the Board. If an employee is directed to quarantine by the Board due to the presence of suspected COVID-19 symptoms or a potential workplace exposure to COVID-19, and her/his work cannot be performed remotely, the employee will be provided paid administrative leave for the duration of the quarantine period as defined by the Maryland Department of Health or such earlier time as the employee receives a negative result from a PCR COVID-19 test required by the Board, and further subject to the following condition: after the second quarantine for any combination of these two reasons, any further quarantine will only qualify for paid administrative leave for the period of time until the employee receives a negative result from a PCR COVID-19 test required by the Board.

2. Observations

The Board recognizes the need for flexibility in regard to formal observations of staff during the pandemic. Administration will provide 24-hours' notice of a formal observation and will allow the employee at least five (5) days of teaching in the current instructional model before having a formal observation.

3. Resignations

Employees who find it necessary to resign due to COVID-19-related circumstances and wish to maintain their teaching certificate should submit a request in writing with a supporting statement to the Director of Human Resources. The request will be carefully evaluated and may be granted based on COVID-19-related circumstances.

4. Duration

- a. The provisions of this MOU shall only be in effect for the duration set forth below. They are not intended by the parties to become a part of their current collective bargaining agreement.
- b. Except as otherwise expressly stated in this MOU, all provisions of the current collective bargaining agreement between the parties shall continue in effect during the period that this MOU remains in effect.
- c. 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.
- d. The provisions of this MOU shall remain in effect until June 30, 2021, or until such earlier date on which the Board resumes on a system-wide basis regular in-school instruction for students.
- e. Any disputes regarding the provisions of this MOU shall be subject to the grievance and arbitration provisions set forth in the current collective bargaining agreement between the parties.

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

Teresa B. McCulloh
Teresa McCulloh, President

11/19/2020
Date

Nathan Curtis
Nathan Curtis, Chief Negotiator

11/19/2020
Date

On behalf of the Board of Education of Carroll County:

Steve Lockard
Steven A. Lockard, Ed.D., Superintendent

11/25/2020
Date

James R. Whattam
James R. Whattam, Chief Negotiator

11/19/20
Date

Memorandum of Understanding

Between the Board of Education of Carroll County (Hereinafter “County Board” or “Board”)

and

the Carroll County Education Association (Hereinafter “Association” or “CCEA”)

Regarding the

Recognition of Employees Providing In-Person Instruction and Workplace Health and Safety Items.

WHEREAS, the ongoing COVID-19 pandemic requires modifications to the traditional school model; and

WHEREAS, the Carroll County Public Schools (CCPS) Reopening and Recovery Plan defines the modified school operations for the 2020-21 school year;

WHEREAS, CCPS initially opened in the enhanced, full virtual model, moved to the hybrid model for approximately one month in the fall, returned to the enhanced, full virtual model, and is moving back to the hybrid model effective January 7, 2021;

WHEREAS, even during the periods of the enhances, virtual model certain CCEA-represented employees continued to provide direct, in-person instructions to students in designated schools and programs;

WHEREAS, the Master Agreement between the Board and the Association does not provide for all extraordinary or unprecedented needs under these modified operations; *and*

WHEREAS, the County Board and the Association, after discussion, desire to work cooperatively to recognize certain employees for exceptional delivery of in-person instruction and to proactively address workplace health and safety items;

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

1. This MOU does not constitute a permanent modification of the Master Agreement and does not extend beyond the time periods stipulated herein.
2. This MOU shall not alter any terms of the Master Agreement. All other terms of the Master Agreement shall remain in full force and effect.
3. This agreement is not setting precedent or past practice.
4. The Board shall remit a one-time recognition bonus in the amount of \$500 to all CCEA-represented employees who provided direct, in-person instruction to students during the time

period (November 19, 2020 to January 7, 2021) that CCPS reverted from the hybrid model to the enhanced, virtual model in all designated schools and programs:

- a. CCPS shall produce a list of all individual employees in this class for CCEA to review;
 - b. Upon review of the employee list, CCPS shall notify each individual employee of the recognition stipend; and
 - c. The stipend shall be remitted in the first possible payroll period after the above employee notification is made.
5. The Board and the Association agree to establish a Pandemic-Related Health and Safety Committee which will meet at least two times each month ~~monthly~~ from January through June 2021:
- a. The purpose of the Committee shall be to proactively provide updates on pandemic-related practices, procedures, and/or initiatives, to respond to pandemic-related questions or concerns, and to facilitate communication of pandemic-related items;
 - b. The Board shall designate a core membership consisting of the Director of Special Education, the Director of Human Resources, the Director of Facilities Management, and the Chief Operating Officer. Other CCPS staff members may participate as appropriate based on meeting agenda items;
 - c. CCEA shall designate UniServ Director, Nathan Curtis, and CCEA President, Teresa McCulloh as representatives to the committee. Other CCEA members may participate as appropriate based on meeting agenda items;
 - d. CCPS shall provide the virtual platform the committee meetings and coordinate the scheduling and meeting finalization.

For the Board of Education



For CCEA



Memorandum of Understanding

Between the Board of Education of Carroll County (Hereinafter “County Board” or “Board”)

and

the Carroll County Education Association (Hereinafter “Association” or “CCEA”)

Regarding

Establishing a specific pay rate for educators participating in CCPS student academic recovery and compensatory services programs.

WHEREAS, the ongoing COVID-19 pandemic as posed numerous challenges and disruptions to the 2020-21 school year; and

WHEREAS, the pandemic has placed burdens on CCPS officials, employees, parents, and students; *and*

WHEREAS, the Board and the Association, desire to work cooperatively in mutual recognition that our students’ academic recovery and educational services are best provided by our own exceptional employees.

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

1. This MOU does not constitute a permanent modification of the Master Agreement and does extend beyond the time periods stipulated herein.
2. This MOU shall not alter any terms of the Master Agreement. All other terms of the Master Agreement shall remain in full force and effect, including Article XXIII, #10 for all other purposes.
3. This agreement is not setting precedent or past practice.
4. The Board shall pay all educators who participate in-person in the CCPS Academic Recovery and Compensatory Services programs during summer 2021 at an hourly rate of \$60 instead of the negotiated hourly rate of \$36.09 for providing direct instruction to students.
5. The Board agrees to add one day of leave to the sick leave balance of each educator who participates in the full CCPS Academic Recovery and Compensatory Services programs during summer 2021.
6. The Board and the Association agree that educators will be selected for the CCPS Academic Recovery and Compensatory Services programs for summer 2021 through the following process:

1. Volunteers will be sought among educators in each school or program;
2. If additional educators are required, volunteers from across the system will be sought;
3. Appropriate certification is required for participation in each program.

For the Board of Education

A handwritten signature in cursive script, appearing to read "Charles J. Ryan", written over a horizontal line.

For CCEA

A handwritten signature in cursive script, appearing to read "Stephen...", written over a horizontal line.