

**MEMORANDUM OF UNDERSTANDING**

between the  
**BOARD OF EDUCATION OF FREDERICK COUNTY (BOARD)**  
and  
**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
and  
**FREDERICK COUNTY TEACHERS ASSOCIATION (FCTA)**

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*Continuity of Learning During the State and National Emergency  
Associated with Coronavirus/COVID-19*

Pursuant to the declaration of both a state and a national emergency associated with Coronavirus/COVID-19, Frederick County Public Schools (FCPS) has been ordered to close schools with a final re-opening date yet to be determined. Given there are significant health and safety concerns regarding Coronavirus/COVID-19 which relate to the continuity of learning, FCPS and the Frederick County Teachers Association (FCTA) desire to work cooperatively to address these unique and emergent issues that are not fully addressed in the collective bargaining agreement (CBA).

The following Memorandum of Understanding (MOU) is developed regarding working conditions and expectations of working given these challenging and unique circumstances. This MOU is dated April 20, 2020, and shall remain in effect until the first day teachers in FCPS officially return to school for preparation of in-person instruction after the Coronavirus/COVID-19 pandemic or at the conclusion of the 2019-2020 school year.

The Board of Education of Frederick County (Board), FCPS, and the FCTA, by their signatures below, agree to the following terms and conditions relating to the working conditions of the certificated, professional personnel covered by the Negotiated Agreement:

1. Any continuity of learning requirements shall not require work beyond the negotiated 7.5-hour duty day inclusive of a 30-minute lunch break. Staff will be available to administration, to the extent possible, via work email or phone during their regular work hours. It is understood that some of the work might be done at alternate days and times at the discretion of the employee.
2. All remote instruction, office hours and/or in-service days during this period shall be counted toward the required work year pursuant to the CBA for bargaining unit employees.
3. All professional development and instructional work including the design, delivery, and assessment of instruction shall be completed in compliance with the guidance issued by the Maryland Department of Health and the Governor's office regarding Coronavirus/COVID-19.
4. With respect to the delivery of special education services, bargaining unit employees who experience difficulties managing teaching responsibilities due to technological constraints, or considering technological demands, shall make their best efforts to implement all documented accommodations and modifications in light of these extraordinary circumstances. If there are questions and concerns, the teacher should direct them to the appropriate special education administrator for support.

5. FCPS shall facilitate and assume responsibility for convening of the Individualized Education Program (IEP) team electronically where it is possible and within legally issued guidance to best meet compliance under the Individuals with Disabilities Education Act (IDEA).
6. FCPS is responsible for directing and supporting teachers in the delivery of continuity of learning for students, and teachers are considered acting within the scope of their duties in providing such instruction. Teachers will make every effort to engage students in learning and, with the exception of identified individuals who serve on the student support team, will not be required to track down students who do not log on for instruction.
7. The Maryland State Board of Education is scheduled to discuss waivers associated with COMAR 13A.07.04 on April 28, 2020. Based on the outcome of that meeting, the parties agree to revisit negotiation of terms relating to expectations for observations/evaluations for the 2019-2020 school year and upon agreement add any changes as an addendum to this MOU.
8. If parents have consented for their child/children to participate in online and/or telephonic instruction with teachers, then they should be notified that audio and video recordings of the instruction is strictly prohibited. Similarly, teachers shall be prohibited from making audio or visual recordings of students during online instruction.
9. Teachers delivering live video instructions or conferencing will be in compliance with FCPS issued guidelines as linked below. These guidelines are subject to change based on best practices identified with delivery of continuity of learning. Support and training will be offered to teachers.

#### FCPS Video Conferencing Guidance

If any changes are made to the above guidance, notification will be provided to FCTA.

10. FCPS will be responsible for providing all technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver instruction in a remote environment. FCPS will also be responsible for providing all technology, training, and technological assistance necessary for all students to access the remote learning and will coordinate the copying and/or distribution of any other physical materials (books, worksheets, packets, etc.) deemed essential to student learning.
11. If a teacher is unable to complete his/her professional obligations due to illness of self or a family member, or criteria under the Families First Coronavirus Response Act (FFCRA), and has available accrued contractual or statutory leave, including leave pursuant to the FFCRA, FCPS will seek a substitute teacher to fulfill the duties.
12. The Board agrees to maintain compensation for active employees for the remainder of the 2019-2020 school year.
13. 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 FCPS workers' compensation policy and will be evaluated in accordance with criteria under workers' compensation laws. If it is found to be a compensable claim by the Maryland Workers' Compensation Commission, then all contractual benefits shall apply.

14. Returning to Work After School Closure

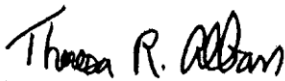
- a. Every effort will be made to notify teachers at least two (2) days prior that they are to physically report back to their work sites.
- b. The day before students return to school is to be designated as a day where students continue to complete their assignments remotely and teachers are given the opportunity to transition back and prepare for the return of students after the conclusion of the emergency shutdown.
- c. Upon the re-opening of schools and other work sites, FCPS will continue to provide cleaning and disinfecting materials at each school that are qualified for use against SARS-CoV-2 by the U.S. Environmental Protection Agency. Schools will also be provided hand sanitizer for existing dispensers in the buildings, and soap and paper towels or electric hand dryers in every bathroom.

15. The parties recognize that this MOU is based upon extreme and unusual circumstances and does not establish precedent or commit the Board or FCTA to future obligations. While the parties have made a good faith effort to be inclusive of all employee situations, it is recognized that any matter not specifically covered by this MOU will be addressed at the time it becomes known by FCPS.

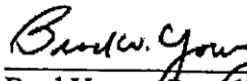
16. This MOU shall not alter the terms of the CBA, except as written above. All other terms of the CBA shall remain in full force and effect.

17. The parties agree that nothing contained within this MOU shall limit or restrict the Superintendent's authority or the Board's authority as stipulated under Board policy, FCPS regulation or Maryland law; and any portion of this MOU deemed illegal by a court of law, the Maryland State Board of Education or the Maryland Public School Labor Relations Board will be deemed null and void.

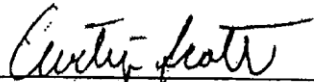
18. FCPS and FCTA agree to revisit the terms and conditions of this MOU should any future announcements from the President, the Governor and/or the Maryland State Board of Education require the adjustment or alteration of any conditions contained herein.



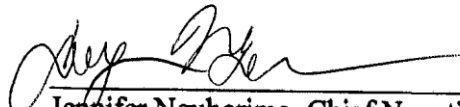
Dr. Theresa R. Alban, Superintendent  
Frederick County Public Schools



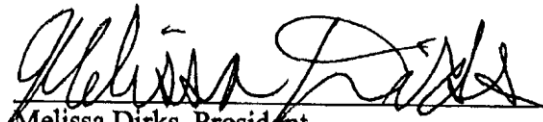
Brad Young, President  
Board of Education of Frederick County



Curtis Scott, Chief Negotiator  
Board of Education of Frederick County



Jennifer Nguherimo, Chief Negotiator  
Frederick County Teachers Association



Melissa Dirks, President  
Frederick County Teachers Association