

**MEMORANDUM OF UNDERSTANDING**

between

**THE BOARD OF EDUCATION OF FREDERICK COUNTY**

and

**THE FREDERICK COUNTY TEACHERS ASSOCIATION ("FCTA"),**

**THE FREDERICK ASSOCIATION OF SCHOOL SUPPORT EMPLOYEES ("FASSE"), and**

**THE FREDERICK COUNTY ADMINISTRATIVE AND SUPERVISORY ASSOCIATION ("FCASA")**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Board of Education of Frederick County (the "Board") and the FCTA, the FASSE, and the FCASA ( the "Associations") (collectively, the "parties").

**WHEREAS**, the Board and the Associations are parties to collective bargaining agreements ("CBAs"); and

**WHEREAS**, there are significant health and safety concerns regarding Coronavirus ("COVID-19") which relate to and surround the safe reopening of school buildings and facilities for in-person instruction in Frederick County Public Schools ("FCPS"); and

**WHEREAS**, the Board and the employee Associations desire to work cooperatively to address unique and emergent issues that may not be specifically addressed in the current CBAs.

The following represents a good faith effort to address specific changes of the 2020-2021 school year as a result of health and safety restrictions imposed by state and federal mandates that impact the operation of public schools.

**HEALTH AND SAFETY**

1. Social distancing, safety and cleaning protocols will be established, implemented and enforced through the Board/FCPS Maintenance and Operations staff, and in conjunction with the Maryland Department of Health ("MDH") and the Centers for Disease Control and Prevention ("CDC").  
<https://drive.google.com/file/d/1y5rNhg1xgowr42yEJWeXZtYTBa5JzbYD/view?usp=sharing>  
[https://fcps-md.safeschools.com/training/launch/course\\_work/9584A00E-3E16-11EB-9BAE-4B44A4ADD7B8?course\\_work\\_after=2020-12-11&course\\_work\\_before=2021-06-15](https://fcps-md.safeschools.com/training/launch/course_work/9584A00E-3E16-11EB-9BAE-4B44A4ADD7B8?course_work_after=2020-12-11&course_work_before=2021-06-15)

The Board shall adhere to cleaning protocols to ensure the safe use of the school's recreational facilities for recess or physical education, such as changes to how playgrounds, pools, athletic fields and gyms can be used while maintaining appropriate social distancing and carrying out necessary cleaning.

2. Staff who are required to work in close physical proximity to meet the educational and/or behavioral needs of students shall be provided daily with personal protective equipment ("PPE").<sup>1</sup> The required PPE is dependent on the needs of the students in consultation with the Department of Special Education. Staff will be provided the appropriate PPE based on student needs. Staff assigned to lunch duty may request an additional face shield or face covering. PPE will be replaced or cleaned and disinfected according to CDC and MDH guidelines.

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<sup>1</sup> For example desk shield, gloves, gowns, masks or face shields.

The requirements governing face coverings will be communicated regularly and strictly enforced. Masks will be provided for staff and/or visitors. Employees and students will be subject to progressive discipline for failure to adhere to the requirements regarding face coverings:

**FCPS Face Covering Expectations, Exceptions Form, and Progressive Discipline**

3. The Board will provide each classroom with proper cleaning supplies such as a spray bottle of approved solution and microfiber cleaning cloths that will be replaced daily for employees to clean handhelds/wearables or other work tools and equipment or surfaces before/after use. Active ingredients will be labeled.
4. The Board agrees that all staff will be trained on new health and safety protocols and the proper use/re-use and storage of PPE prior to the start of any in-person instruction so they can model use for students and instruct students on how to properly follow health and safety protocols. Best practices for cleaning and disinfecting equipment and supplies at home will be shared with students and parents.
5. Staff will continue to be trained on how to de-escalate situations in which students refuse to follow the health and safety protocols, including seeking assistance from the building administrator to address students who are not complying with safety protocols or otherwise endangering the safety of others.
6. When employees or students exhibit symptoms of COVID-19 or test positive, protocols as established by MDH and CDC including quarantine, testing, notification and cleaning will be followed. See Appendix A for a sample FCPS communication about the process which occurs.
7. The Board has established a COVID-19 dashboard that will include providing information about positive cases by school. The dashboard can be viewed at: <https://www.fcps.org/update/dashboard>
8. An employee will be provided paid COVID-19 sick leave if the employee is unable to work (or unable to telework) due to a need for leave because the employee:
  - a. has been advised by a health care provider or local health department guidelines to self-quarantine related to COVID-19; or
  - b. is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

Note: Employees are not eligible for paid leave for travel related quarantine, but may take their own leave, leave without pay during the quarantine, or return to work upon obtaining a negative COVID-19 test result.

This provision is applicable through June 30, 2021, and retroactive to January 1, 2021.

9. The Board agrees to provide the health room staff with separate areas for first aid and routine medication distribution which are isolated from students and staff experiencing COVID-19 related symptoms. Students and staff who show symptoms of COVID-19 will be isolated from the school population until they can safely be transported home. Although the Board does not have authority to direct the work of non-FCPS employees, the Superintendent will work directly with the Health Officer for the FCHD to prioritize and

partner together to ensure that each school has appropriate staff coverage for the health room when students are present.

10. The Board and the Associations have identified the importance of communicating information to employees about the maintenance and operations of the FCPS ventilation systems. Maintenance has modified ventilation schedules and enacted enhancements that can reasonably increase the delivery of clean air and dilute potential contaminants in school buildings. Maintenance will continue to consult the guidelines for schools as recommended by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), the CDC, MDH, and MSDE in response to COVID-19 and make additional modifications as warranted. Building ventilation systems will be continually monitored for proper operation during daily building inspections and ongoing preventive maintenance efforts. Information on this topic is linked below and will be updated if changes are made, which will be communicated to FCPS employees through Find Out First messages and through the respective employee Associations. <https://www.fcps.org/update/reopening-english>
11. Under state and federal law, employees have the right to file a complaint if they believe there may be a violation of safety workplace standards or health hazards at work. No reprisals or discipline will be taken against any employee who makes disclosures of an unsafe violation or unhealthy work environment. <https://www.dllr.state.md.us/labor/mosh/workerpage.shtml>  
<https://employment.findlaw.com/workplace-safety/my-work-is-unsafe-because-of-covid-19--what-are-my-rights-.html>
12. If the school system moves to an all virtual instructional model, instructional staff will be provided the choice of working from home or in the school building. Under any other model that brings students into the building for instruction, instructional staff are required to report to work in the school building.

## **CLASSROOMS**

13. If it becomes necessary to modify classes/subjects where social distancing is typically not practical or the activity creates an increased risk of exposure (e.g. band, chorus, physical education) regarding the appropriate modifications and efforts made to reduce the risk of infection, the building administrator will discuss the circumstances with the teacher and, if applicable, with the instructional assistant or special education instructional assistant.
14. a. At the secondary level, the Board will ensure that classroom and all work spaces allow for six feet between student and/or teacher desks. Learning stations, sinks, and other classroom spaces that must be used by students will also allow for six feet of distance.  
  
b. At the elementary level, Principals will collaborate with staff to develop a plan to return the maximum number of students who wish to attend in-person for instruction. Students will begin returning four days per week on May 10, 2021, but no later than May 17, 2021, with the following criteria being applied:

(i) CDC guidelines regarding three feet social distancing between students will be applied with the understanding meal times will be maintained at the six feet distancing.

(ii) Change in teacher assignment will be minimized to the greatest extent possible, and exceptions may only be made if approved by the Elementary Director in consultation with the Principal and the affected teachers.

(iii) Principals will implement two asynchronous learning days on Wednesdays to support the transition to more students returning. Teachers who need to participate in IEP meetings on these two days will be paid their per diem hourly rate of pay for work which is beyond the duty day and has been approved by the Principal.

(iv) Bus transportation will be modified to allow greater ridership of students and include additional spacing of an empty seat around the driver and assistant. The impact of this provision will be monitored by the Board to determine if resuming to a twenty-two student capacity is warranted. Car ridership will be encouraged.

(v) Human Resources will recruit additional temporary staff to provide breakfast/lunch time coverage, with first opportunity provided to FASSE staff members who may be interested. Also, Cabinet will evaluate options for central office staff who may be available to provide coverage as a last resort.

NOTE: The parties acknowledge the measurement is to obtain and reinforce six feet or three feet spacing between individuals. The parties recognize this spacing applies universally to classroom spaces equipped with a variety of desk types in FCPS including oversized work desks/tables, trapezoid tables, science tables, art tables, drafting tables, pre-K work stations, etc. In addition, the parties acknowledge that the movement of students in their work spaces is anticipated and the expectation will be communicated and reinforced of the six feet or three feet spacing rule.

In the event a teacher believes a classroom is not conducive to consistently meeting six feet or three feet spacing, the teacher will notify the building administrator so that a re-evaluation of the space occurs and options evaluated for compliance.

Principals will also be encouraged, where possible, to provide more than six feet or three feet spacing between individuals to also address variances which may occur due to natural movement of individuals in their classroom work space. Six feet between an identified teaching station and students' seating will be provided.

15. The Board shall supply classroom materials for each student to minimize sharing when possible and, when not possible, will establish processes for quarantining or cleaning materials between uses by different students.
16. FCPS will be responsible for providing technology equipment, supplies, training, and technological assistance necessary to deliver instruction in the prescribed teaching environment. FCPS will also be responsible for providing all technology, training, and technological assistance necessary for all students to access the learning environment and will coordinate the copying and/or distribution of any other physical materials (books, print materials, packets, etc.) deemed essential to student learning. The parties recognize that this does not prevent a teacher from providing materials to an individual student.

17. School-aged children of staff members will be able to report to and remain in their parent's classroom or work area during the arrival block and post-dismissal block, provided the employee is able to fulfill all work-related responsibilities without interruption and provided the employee is able to work and fulfill responsibilities from a designated area where child (ren) can be closely monitored. If leaving the area for any reason, child (ren) must be accompanied by the parent, and all social distancing guidelines and mask requirements must be followed at all times.

### **COMPENSATION, LEAVE, WORK ASSIGNMENTS AND ENVIRONMENT**

18. Staff <sup>2</sup> not having in-person teaching responsibilities on Wednesdays may work remotely.
19. Staff members who coach or supervise extra-curricular or co-curricular activities shall be compensated stipends in accordance with the parameters of the assignment as may be modified due to COVID-19 and completed in accordance with the FCPS modified plan for athletics and extra-curricular activities.
20. Americans with Disabilities Act (ADA) or non-ADA related requests will be processed per expedited procedures established by Human Resources and frequently asked questions (FAQs) are available to employees. These procedures will be shared with the Association Presidents and UniServ Directors.

### **FOOD SERVICE <sup>3</sup>**

21. Adjustments to school lunch schedules, cleaning protocols, social distancing protocols (i.e. including crowding and clustering), distribution plans, staffing needs, and roles will be communicated to food service personnel in a timely manner unless an emergency prevents, and employees can provide input to their immediate supervisor which will be shared with the Chief Financial Officer.

### **TRANSPORTATION <sup>3</sup>**

22. Adjustments to school-related transportation schedules, cleaning protocols, social distancing protocols (i.e. including crowding and clustering), staffing needs, and roles will be communicated to bus drivers and transportation personnel in a timely manner, unless an emergency prevents, and employees can provide input to their immediate supervisor which will be shared with the Chief Operating Officer.

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<sup>2</sup> Staff includes special education instructional assistants (SEIAs) and instructional assistants (IAs); school-based secretaries may have the opportunity to telework if approved as an option by the Principal.

<sup>3</sup> The Board does not anticipate implementing a reduction in force for Food Service or Transportation employees for the remainder of the 2020-2021 school year. In the event instruction is restricted to an all virtual model, the Board and FASSE will work collaboratively in providing alternative work duties for the remainder of the 2020-2021 school year.

23. Bus drivers will not screen students for COVID-19 or COVID-19-like illness symptoms. However, if a bus driver or assistant becomes aware that a student is exhibiting COVID-19 symptoms, they will immediately contact their supervisor for instructions. The bus driver shall try to isolate the student from others on the bus and possibly deny the student entrance onto the bus while waiting for direction from the supervisor on how to resolve the situation.

#### **SPECIALIZED SERVICES**

24. Staff will comply with the Individuals with Disabilities Education Act (“IDEA”) to ensure services are provided to special education students.
25. The Board will communicate any changes necessary to meet Individualized Education Plan (“IEP”) obligations due to COVID-19. The Board will provide staff training and appropriate technologies and learning materials to ensure student needs are addressed per the IEP.

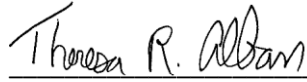
#### **TRAUMA INFORMED PRACTICES**

26. The Board and the Associations recognize that events related to COVID-19 have caused stress, which can impact staff and student health and well-being. The Board will provide continued resources to address the mental well-being of all stakeholders through Employee Assistance Programs (“EAP”) and student support services.

#### **GENERAL TERMS**

27. It is understood that all provisions of the CBAs between the Board and the Associations shall remain in full force and effect except to the extent such provisions have been modified by this agreement. It is further understood that nothing in this agreement precludes employees from seeking contractual, federal or state leave/benefits to which the employee may be entitled.
28. This MOU does not constitute a waiver of the bargaining unit work and serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the CBAs due to exigent circumstances.
29. This agreement is not setting precedent or past practice and is only effective during the Maryland State of Emergency related to the COVID-19 pandemic. It will not become part of the CBAs and relates to a unique situation. This does not obligate bargaining unit members to use online learning in the future beyond this state of emergency.
30. A representative group of both parties will meet virtually once per month to communicate updates, share feedback and problem solve concerns. Additional meetings may be scheduled at the request of the Superintendent or the Association Presidents based on identified topics that may be of concern to the Board or the respective Associations.

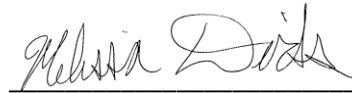
Dated this 3<sup>rd</sup> day of February, 2021, effective until June 30, 2021, recognizing it could terminate earlier should all COVID-19 restrictions be removed during the 2020-2021 school year. NOTE: The parties agreed to amendments under Sections 8 and 14 effective May 4, 2021.



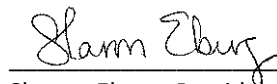
Dr. Theresa R. Alban, Superintendent  
Frederick County Public Schools



Curtis Scott, Chief Negotiator with FCTA  
Board of Education of Frederick County



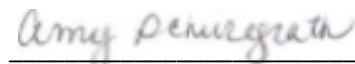
Melissa Dirks, President  
FCTA



Sharon Eburg, President  
FASSE



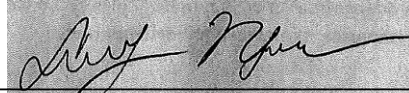
Timothy Thornburg, Chief Negotiator with FCASA  
Board of Education of Frederick County



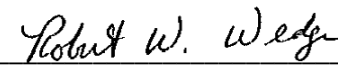
Amy Schwiegerath, President  
FCASA



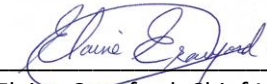
Jay Mason, President  
Board of Education of Frederick County



Jennifer Nguherimo, Chief Negotiator  
FCTA



Robert Wedge, Chief Negotiator with FASSE  
Board of Education of Frederick County



Elaine Crawford, Chief Negotiator  
FASSE



Daniel Besseck, Jr., Chief Negotiator  
FCASA

## APPENDIX A

*When a report of a confirmed case of COVID-19 is received, FCPS administrators conduct a case investigation to identify any close contacts of the individual and follow the **Maryland State Department of Education and MDH Decision Aid: Exclusion and Return for Laboratory Confirmed COVID-19 Cases and Persons with COVID-19-like Illness in Schools, Child Care Programs, and Youth Camps** to isolate and quarantine the appropriate individuals.*

*We collaborate with our FCPS Health Services Specialist and the Frederick County Health Department (FCHD) for reporting and contact tracing of each case. During contact tracing, it was determined that 2 individuals who tested positive for COVID-19 are part of the same cohort. This information was reported to MDH who has determined these cases to meet the criteria of an outbreak of COVID-19.*

*During our case investigations, any close contacts of the individuals who tested positive for COVID-19 were contacted directly and advised to quarantine at home, monitor their health, and to contact their healthcare provider for any health concerns.*

*While we believe the risk of exposure to others to be low, we are sharing this information out of an abundance of caution and to be transparent with our valued School Community. The FCPS Health Specialist in collaboration with the FCHD COVID-19 School Liaison will be reporting COVID-19 case information to MDH every day until the outbreak is determined to be cleared.*

*School X will continue to provide in person small group instruction at this time. School staff follow all health and safety protocols including mitigating strategies during this pandemic. We are following guidance for social distancing, use of face coverings, handwashing, and sanitizing and disinfecting all work spaces. The health and safety of our community is our highest priority.*