

MEMORANDUM OF UNDERSTANDING

between the

BOARD OF EDUCATION OF FREDERICK COUNTY (BOARD)

and

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)

and

FREDERICK COUNTY TEACHERS ASSOCIATION (FCTA)

*Virtual Learning for the State and National Emergency
Associated with Coronavirus/COVID-19*

Pursuant to the July 29, 2020 decision by the Board of Education of Frederick County (Board) to deliver instruction virtually for all students with some limited small group in-person instruction and with teachers and instructional staff coming into the building on a voluntary basis for 2020-2021, this Memorandum of Understanding (MOU) is entered into for the 2020-2021 school year as an Addendum to the Negotiated Agreement between the Board and the Frederick County Teachers Association (FCTA) to outline working conditions as a result of unique circumstances presented by the Coronavirus/COVID-19 pandemic and associated restrictions.

This Agreement is dated September 14, 2020, and shall remain in effect until the Board approves an instructional model for Frederick County Public Schools (FCPS) to replace the current virtual learning model.

The Board and the FCTA, by their signatures below, agree to the following terms and conditions relating to the working conditions:

1. Any virtual learning requirements shall not require work beyond the negotiated 7.5-hour duty day inclusive of a 30-minute lunch break. Such requirements will not require part-time teachers to work beyond their allocated hours. Staff will be available to administration, to the extent possible, via work email or phone during their regular work hours, with the understanding a teacher is required to work his/her assigned synchronous schedule. It is understood that some of the asynchronous work might be completed on alternate days and times, which will be agreed upon between the teacher and the principal.
2. Given that virtual instruction requires time to develop new pedagogy and reconfigure lessons from in-person instruction, additional planning will be provided to meet these needs.
3. Reporting to the building while the primary delivery of instruction is virtual will be voluntary for all unit members.
4. Access to a teacher's workspace and materials will be reasonably available to all unit members. However, if a unit member chooses to access the building, he/she will inform the administrator to ensure proper coordination for cleaning occurs. Building operating schedules will be modified to increase the period of time in which outside "fresh" air is introduced into the school building, and ventilation systems will continue to be monitored to ensure proper operations as recommended by the Centers for Disease Control and Prevention (CDC) and the American


Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE). CDC guidelines for cleaning and disinfecting, and the proper use of face coverings, will be followed. The Board shall make available, at no cost to employees, any required protective gear outlined by the State or CDC guidelines for the reopening of schools.

5. All remote instruction, office hours and/or in-service days during this period shall be counted toward the required work year pursuant to the collective bargaining agreement (CBA) for bargaining unit employees.
6. 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.
7. With respect to the delivery of special education services, bargaining unit employees who experience difficulties managing Individualized Education Program (IEP) compliance due to technological reasons 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 coordinator for support.
8. FCPS shall facilitate and assume responsibility for convening of the IEP team electronically where it is possible and within legally issued guidance to best meet compliance under the Individuals with Disabilities Education Act (IDEA).
9. FCPS is responsible for directing and supporting teachers in the delivery of instruction for students, and teachers are considered acting within the scope of their duties in providing such instruction and engaging students in learning and will follow up as appropriate with the student support teams to address concerns.
10. Understanding that flexibility is required during these unprecedented times, the parties agree that there should be equity of workload to the extent possible. Educators will not be assigned two jobs that require more time than their contract allows (1.0 or otherwise).
11. At the present time, the observation/evaluation process must still occur in accordance with COMAR 13A.07.04. Therefore, virtual observations/evaluations will occur. The Teacher Evaluation Work Group will meet in September to determine if other changes outside of COMAR are warranted prior to observations beginning October 1, 2020.
12. It is a general expectation that students attend live instruction, or have access to recorded lessons and/or recorded Google Meet sessions, to ensure flexibility for families who may not be able to access instruction during the scheduled time. Teachers will deliver such instruction and conferencing in compliance with FCPS issued guidelines as linked below. These guidelines are subject to change based on best practices identified with virtual learning. Support and training will be offered to teachers. [Google Meet FAQ](#) and [FCPS Guidelines for Recording, 1:1 Sessions, and Break Out Rooms](#)
13. FCPS will be responsible for providing technology (including a laptop with a webcam), equipment, supplies, training, and technological assistance necessary for bargaining unit

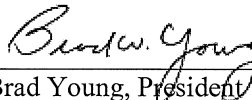
members to deliver instruction in a virtual teaching environment. FCPS will also be responsible for providing all technology, training, and technological assistance necessary for all students to access the virtual learning and will coordinate the copying and/or distribution of any other physical materials (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.

14. The Board agrees to evaluate the current budget by October 15, 2020, to determine if there are operational savings or grant monies available to reimburse teachers for technology related equipment and supplies needed to provide instruction in a virtual learning environment. The parties to this Agreement will subsequently meet to evaluate and provide a recommendation based on that information by November 1, 2020.
15. 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.
16. In recognition that teachers have already completed their Flexible Professional Time (FPT) by participating in an extensive amount of training and professional learning in order to facilitate the change from continuity of learning to virtual instruction by the start of the school year, the completion of the FPT form will be waived for the 2020-2021 school year.
17. In the event an employee is injured while working virtually, 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.
18. Returning to Work After Virtual Instruction
 - a. Every effort will be made to notify teachers at least two (2) weeks prior that they are to physically report back to their work sites.
 - b. The day before students return to school for in-person instruction 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 virtual learning.
 - c. Upon teachers fully returning to 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.
19. 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.


20. 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.
21. 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.
22. The Board and FCTA agree to revisit the terms and conditions of this MOU should any future announcements from the President, the Governor, the Frederick County Health Department, and/or the Maryland State Board of Education require the adjustment or alteration of any conditions contained herein.
23. The parties commit to addressing concerns in a productive, proactive manner through consistent communication and will provide joint communication as much as possible.



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



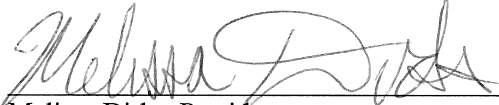
Brad Young, President
Board of Education of Frederick County



Curtis Scott, Chief Negotiator
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Jennifer Nguherimo, Chief Negotiator
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Melissa Dirks, President
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