

MEMORANDUM OF UNDERSTANDING

between

the BOARD OF EDUCATION OF FREDERICK COUNTY (BOARD)

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 (hereinafter known as “MOU”) is made and entered into by and between the Board of Education of Frederick County (hereinafter known as “Board”) and the Frederick County Teachers Association (hereinafter known as “FCTA”), the Frederick Association of School Support Employees (hereinafter known as “FASSE”), and the Frederick County Administrative and Supervisory Association (hereinafter known as “FCASA”) (FCTA, FASSE, and FCASA collectively hereinafter known as “the Associations”) in an effort to provide paid COVID-related leave to employees of the Frederick County Public Schools (hereinafter known as “FCPS”).

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Board, FCTA, FASSE, and FCASA (hereinafter collectively known as “Parties”) agree as follows:

PAID COVID-RELATED LEAVE

An employee who is unable to work or telework based upon a COVID-19 diagnosis shall be provided up to ten (10) paid COVID-related leave days in any event that the employee:

1. Must isolate or quarantine;¹ or
2. Care for a family member who must isolate or quarantine.²

COVID leave shall be approved upon an employee submitting supporting medical documentation. Any employee who used her/his own leave to isolate or quarantine or care for a family member who had to isolate or quarantine between July 1, 2021, and the effectuation of this MOU shall have leave restored. Supporting medical documentation shall also be needed in order to have leave restored.³

Employees shall not be eligible to receive paid COVID leave for travel-related quarantine or quarantine as the result of an employee or family member awaiting a medical procedure. In such instances, employees may take their own leave, leave without pay, or return to work upon obtaining a negative COVID test result from a medical professional.

¹ Isolation or quarantine shall include a directive from an employee’s supervisor. FCPS shall confirm the supervisor’s directive, which shall serve as supporting documentation.

² The term “family member” shall be defined in accordance with Family and Medical Leave Act regulations.

³ COVID-19 Antigen Self-Test results shall be considered valid unless fraud is suspected. Suspected fraud shall be investigated, and if warranted, appropriate discipline provided.

The undersigned Parties acknowledge that this MOU represents good faith negotiations between the authorized representatives of the Parties. Any part of the current *Negotiated Agreement* which was not expressly addressed in the MOU shall remain unchanged and in full force and effect, unless negotiated otherwise or contrary to law. Further, the Parties understand that the provisions, as detailed above, are temporary and shall cease immediately following the expiration of this MOU.

Dated this 18th day of January 2022, and effective through June 30, 2022.



Missy Dirks, President
Frederick County Teachers Association



Brad Young, President
Board of Education of Frederick County



Jen Nguherimo, UniServ Director
Frederick County Teachers Association



Dr. Michael D. Markoe, Interim Superintendent
Frederick County Public Schools




Sharon Eburg, President
Frederick Association of School Support Employees



Tim Thornburg, Chief Negotiator
Board of Education of Frederick County



Elaine Crawford, UniServ Director
Frederick Association of School Support Employees



Robert Wedge, Chief Negotiator
Board of Education of Frederick County



Dr. Danny Rumpf, President
Frederick County Administrative and Supervisory
Association



Dan Besseck, UniServ Director
Frederick County Administrative and Supervisory
Association