



**NOTICE OF DETERMINATION THAT AN IMPASSE IN NEGOTIATIONS  
HAS BEEN REACHED  
(Pursuant to Education Article, Title 6, Subtitle 4, Section 6-408(e)(1) or  
Subtitle 5, Section 6-510(e)(1))**

Pursuant to the Requests filed by the public school employer [ ] and /or the employee organization [XX], the Public School Labor Relations Board (PSLRB) has determined from the facts that an impasse has been reached in negotiations between:

Frederick County Public Schools  
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Public School Employer

and

Frederick County Teachers Association  
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Employee Organization

This determination was made by the PSLRB on August 12, 2021.

An impasse in negotiations has been reached as to the following matters (Matters in Dispute):

- Service credit for support staff who become teachers
- Active-duty military assignments
- Concurrent teaching
- Blueprint collaboration process language
- Career Ladder Work Group
- Workplace free of bullying/harassment
- Parity for FCTA
- Middle School planning time
- Elementary School planning time
- High School planning time
- Increasing Pay for Teacher Leadership from 2.5 to 5 per diem days

- 10 minutes at the start of the workday without students
- Process and procedures for involuntary transfer
- Quarterly hours for each special educator and 504 case managers
- Additional per diem for OIEP after hours
- Teacher assignments
- End user technology vetting
- Per diem pay for curriculum writing
- Activity Compensation stipends
- Step + \$1,500
- Eliminate steps 1-3 on all lanes and steps 26/27 on lanes 4-6
- Rectify the per diem pay for 11-month work group
- Implement of 11-month work group recommendations, provide opportunity for per diem days, and jointly review data regarding staffing formulas
- Eliminate the three years of service credit on lanes 3 and 4
- Remove teaching responsibilities from ADs
- \$1200 retention bonus
- After hours family invited events
- End of term grading deadlines
- Transfer interviews

1. (a) Within ten (10) calendar days after the Determination Date, the public employer and the employee organization each shall file with the PSLRB its “last and best offer” as to each of the Matters in Dispute. Said filing shall be sent to Erica L. Snipes, Executive Director of the PSLRB, and a copy shall simultaneously be served on the other party. Filing and service must be in person or by U.S. mail, return receipt requested. A party’s “last and best offer” as to a particular Matter in Dispute shall be the offer that it made to the other party with regard to that Matter immediately before a Request for a determination that an impasse had been reached was filed with the PSLRB.
- (b) Within five (5) calendar days after the Determination Date, the public school employer and the employee organization shall “select a mediator” in accordance with the selection process set forth in Title 6, Subtitle 4, Section 6-408(e) or Subtitle 5, Section 6-510(e). (The relevant statutory sections are attached hereto). The term “select a mediator” means that the parties have begun the selection process.
- (c) Within fourteen (14) calendar days after the Determination Date, the public school employer and the employee organization shall “commence mediation.” The term “commence mediation” means that the parties have selected a mediator, and that he or she has agreed to serve.
- (d) The public employer and the employee organization each or jointly shall notify the Executive Director of the PSLRB (by e-mail or in other written form) promptly after each of the deadlines set forth in sections (a), (b) and (c) above have been met.

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATIONS BOARD

A handwritten signature in blue ink, appearing to read "Morgan", is written over a faint, light blue grid background.

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Elizabeth M. Morgan, Chair

Date: August 12, 2021