

MEMORANDUM OF UNDERSTANDING
between
The Board of Education of Baltimore County (Board)
and the
Teachers' Association of Baltimore County (TABCO)

School Year 2022-2023

National Board-Certified Teacher Salary Increase Eligibility and Compensation

Whereas the Board of Education of Baltimore County (Board) and the Teachers' Association of Baltimore County (TABCO) (hereinafter jointly referred to as the "Parties") recognize that, subject MD Code, Education, § 6-1009(2), beginning July 1, 2022, teacher salary increases associated with the career ladder shall, at a minimum, include salary increases for becoming a NBC teacher and being a NBC teacher teaching at a low-performing school as identified by the Board, and

Whereas the Parties agree to the following definitions as provided in Maryland State Department of Education Guidance on National Board Certification Eligibility issued on April 22, 2022:

- (i) "NBC" means National Board Certification issued by the National Board for Professional Teaching Standards.
- (ii) "NBC teacher" means a "teacher" who holds an active National Board Certification
- (iii) "Teacher" means a certified public-school employee who is primarily responsible and accountable for teaching students in a class. "Teacher" does not include curriculum specialists, instructional aides, attendance personnel, psychologists, social workers, clerical personnel, an individual with a Resident Teacher Certificate, or an individual with a certification for career professionals.
- (iv) "Certified" means an individual holding a Maryland professional teaching certificate.
- (v) "Primarily responsible and accountable" means a teacher of record, or co-teacher (including special education teacher or ESOL teacher), who delivers instruction and is responsible for a student's or group of student's academic progress in a Pre-K to 12 public school setting.
- (vi) "Working time" is defined as the individual's total contractual working time, in hours, in a school year, excluding duty free lunch time, rounded to two decimal places.
- (vii) "Teaching time" means the amount of time, in hours, in a school year that a teacher is scheduled to be directly teaching students, rounded to two decimal places. Planning time shall be considered as part of teaching time. The use of vacation, sick time, or other paid time off does not affect this percentage.
- (viii) "Percent of time teaching" is teaching time divided by working time, rounded to two decimal places multiplied by 100, and

Whereas the Parties agree that teaching time shall be based on the one hundred and eighty (180) day student year and the six (6) hours and forty-five (45) minutes student day and shall be calculated in the following manner

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- (i) 6.75-hour student day x 60 minutes = 405 minutes per day x 180 student days = 72,900 minutes in the school year
- (ii) 30 minutes per day duty free lunch x 180 days = 5,400 minutes in the school year
- (iii) 72,900 minutes in the school year minus 5,400 duty free minutes = 67,500 minutes of working time
60% - Teacher of Record
- (iv) 67,500 (teacher yearly classroom instruction time) x **60%** = 40,500 minutes of classroom instruction for teachers during the school year
- (v) 40,500 minutes divided by 180 student days = 225 minutes of teaching time during each instructional day divided by 60 minutes = 3.75 hours
50% - Lead teacher
- (vi) 67,500 (teacher yearly classroom instruction time) x **50%** = 33,750 minutes of classroom instruction for teachers during the school year
- (vii) 33,750 minutes divided by 180 student days = 187.50 minutes of teaching time during each instructional day divided by 60 minutes = 3.13 hours

Whereas the Parties agree that all individuals whose job duties meet the statutory description of NBC teacher – Level 3 in Md. Code, Education §§ 6-1002 (f)(3) and 6-1003(a) must teach a minimum average of sixty percent (60%) of their working time to be eligible for the salary increase, and

Whereas the Parties also agree that the remaining time of said teachers shall be spent on other teacher activities including improving instruction, identifying, working with, and tutoring students who need additional help, working with the most challenging students, and leading or participating in professional learning, and

Whereas the Parties agree that individuals whose job duties meet the statutory description of Lead Teacher, level 4A-1 in Md. Code, Education, §§ 6-1002(f)(i)(1) and 6-1004(b)(4) must teach a minimum average of fifty percent (50%) of their working time to be eligible for the salary increase, and

Whereas the Parties agree that the nonteaching duties of these teachers would include being responsible for mentoring peers and serving as an expert resource on content and pedagogy, and

Now therefore, prior to the formal adoption of a BCPS career ladder, the Parties agree that,

1. NBC Level 3 teachers includes all **teachers of record** with an active NBC who teach sixty percent (60%) of their working time. The Parties agree that these teachers shall be eligible for the ten-thousand-dollars (\$10,000) NBC general incentive salary increase. Teachers

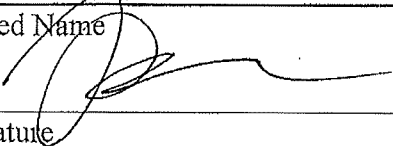
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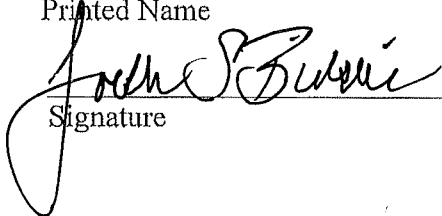
meeting this requirement and who teach in a Board identified low performing school shall be eligible for an additional seven thousand dollars (\$7,000) NBC low performing school incentive salary increase.

2. Teachers whose job duties meet the statutory description of **lead teacher** Level 4A-1 and who teach fifty percent (50%) of their working time. The Parties agree that these teachers shall be eligible for the ten-thousand dollars (\$10,000) NBC general incentive salary increase. Teachers meeting this requirement and who teach in a Board identified low performing school shall be eligible for an additional seven thousand dollars (\$7,000) NBC low performing school incentive salary increase. It is agreed that following job titles may be considered a Lead Teacher.
 - a. Department Chair
 - b. Teacher Staff Development
 - c. Resource Teacher
 - d. Instructional Support Teacher
 - e. Reading Specialist
3. Teachers whose employment status is below a 1.0 full time equivalency (FTE) shall have their base salary increased by the full amount of all salary increases and then adjusted down to reflect the appropriate FTE status (e.g., a teacher who is a 0.5 FTE and who is eligible for the \$10,000 NBC salary increase should receive a salary increase of $0.5 \times \$10,000$ or \$5,000).
4. Eligible teachers who are assigned teaching time between two schools in which one is identified as a low-performing school and the other is a non-identified school shall receive the FTE equivalent of the \$7,000 increase (e.g., a teacher who is a 0.6 FTE at a low-performing school and a 0.4 FTE at a non-identified school shall receive a salary increase of $0.6 \times \$7,000$ or \$4,200).
5. Teachers who achieve NBC prior to the end of the school year will have their payment prorated.
6. Eligible teachers who work in both a teaching and non-teaching role shall receive the full salary increase if they meet all eligibility requirements. The total working time, however, shall be calculated for all working time and not just the "teacher" portion of their FTE.
7. Administrators shall be provided with guidance and shall be asked to verify that teachers with an active NBC teach for at least 50% or 60% of their work time based on their classification as a teacher of record or lead teacher.
8. An NBC teacher that receives the salary increase for teaching at a Low-Performing school will not lose the salary increase while teaching at the same school, even if the school ceases to be low performing.

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The Parties agree to review and update this memorandum as needed based on additional guidance that may be provided by MSDE throughout the 2022-2023 school year. This memorandum will expire on June 30, 2023.

TABCO: **Ben Forstenzer**
Printed Name

Signature
10/19/22
Date

BOARD: **Joelle Bielski**
Printed Name

Signature
10/19/22
Date