

**MEMORANDUM
OF UNDERSTANDING
between the
BALTIMORE COUNTY BOARD OF EDUCATION
and the
TEACHERS ASSCOATION OF BALTIMORE COUNTY (TABCO)**

The Board of Education of Baltimore County (“Board”) and the Teachers Association of Baltimore County (“TABCO”) (hereinafter jointly referred to as “Parties”) hereby enter in this Memorandum of Understanding (“MOU”) which serves as a supplement to the Parties’ 2020-2024 Master Agreement (MA).

WHEREAS the Parties understand that their primary mission is the education of the county’s students, and

WHEREAS the Parties agree that, where applicable, all terms of the MA between the Board and the Association remain in full force, and

WHEREAS the Parties, desire to work cooperatively to address potential emergent issues that may arise, and

WHEREAS the Parties are required to reduce to writing matters regarding the wages, hours, and working conditions of public-school employees, and

WHEREAS the Parties recognize that the teacher evaluation process is meant to be a collaborative process with the goal of developing educator skills and improving student instruction, and

WHEREAS the Parties further recognize that it is intended to foster ongoing professional growth by affording educational leaders the opportunity for one-on-one professional development discussions with their teachers, and

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

Section I: Educator Schedules, Assignments, Instructional Requirements and Responsibilities

- A. Educators shall be provided with a minimum of three-hundred and twenty-five (325) minutes of planning time per week. The allocation of planning time shall be in accordance with Articles 10.13.3 and 10.13.4 of the MA.
- B. Educators shall not be involuntarily assigned to class coverage or other duties during their scheduled planning or instructional time.
- C. Special educators and related service providers who are case managers shall be provided with a minimum of ninety (90) minutes of case management time per week in addition to

their regular scheduled planning time. Planning time may be separated into one sixty (60) minute session and one thirty (30) minute session.

- D. Non-emergency faculty meetings shall be limited to three (3) per month except in the case of emergencies in accordance with the MA at Article 10.14.

Section II: Compensation

A. General Considerations Regarding Coverage

1. The Parties agree that every effort will be made to ensure teachers are only tasked to provide coverage for other teachers in emergency situations and that coverage will be for the shortest amount of time possible. If there are workload issues, the Parties shall meet to reach a mutually acceptable resolution.
2. The Parties agree that, to the maximum extent possible, administrators will be expected to secure substitute teachers to address vacancies and provide coverage.

B. Teaching an Additional Class Period in Middle and High Schools

1. Middle and high school teachers who volunteer to teach an additional class period and assume all associated responsibilities shall be compensated at the flat rate of seventy-five dollars (\$75) per hour.
2. The Parties acknowledge that the associated responsibilities include planning, recording, and submitting grades, meeting with students, meeting with parents, etc.
3. Teachers who do not wish to continue to teach an additional class may opt out by providing written notification to their administrator a minimum of two (2) weeks prior to the end of the marking quarter.

- C. Elementary Educators and Additional Students - Elementary school teachers who have five (5) or more students added to their classes for forty-five (45) minutes or more due to a teacher absence or vacancy shall be compensated at the flat rate of seventy-five dollars (\$75) for each day that the additional students are assigned.

Section III: Hiring of Educators

A. General Educators in High Needs Schools

1. Two-thousand-dollar (\$2,000) sign-on bonus upon hire.
2. An additional two-thousand-dollar (\$2,000) sign-on bonus for a newly hired employee at the conclusion of the 2023-2024 school year.
3. Incumbent and new hires in high needs schools will be provided release time for two (2) duty days (Friday, December 22, 2023, and Friday, May 17, 2023). All students will engage in asynchronous instruction, provided by the Office of Teaching and Learning, on said days.
4. Incumbent staff moving from a school not listed as a high needs school to a school on the high needs list will receive four-thousand-dollars (\$4,000) in two (2) increments of two thousand dollars (\$2,000). The first increment will be paid no later than September 29, 2023, and the second increment at the conclusion of the 2023-2024 school year.

B. Special Educators

1. Two-thousand-dollar (\$2,000) sign on bonus upon hire.
2. Two-thousand-dollar (\$2,000) for newly hired special educators paid at the conclusion of the 2023-2024 school year.
3. Four-thousand-dollar (\$4,000) bonus for dually certified teachers moving into a special education position paid at the conclusion of the 2023-2024 school year.
4. Special Education Teacher Incentives in addition to extra planning time described in Section I, Sub Section C, above.
 - a. No coverage during allocated case management periods.
 - b. 3-hour early dismissal from 3 of the 5 professional development days. BCPS will schedule the three (3) shorter sessions for special educators.
 - c. Compensation for work outside of the regular duty day in the amount of thirty-eight dollars and sixty-two cents (\$38.62) per hour with no more than eight (8) hours of extra duty compensation per pay period. The teacher will share the scope of the case management work with the principal to obtain approval prior to working outside of the duty day, denials must have an explanation and the special educator shall have the opportunity to remedy their request. Documentation must be submitted to Payroll no more than two pay periods after the dates worked.
 - d. The parties agree to start a joint work group to review the elements currently required for a Baltimore County Individualized Educational Plan (IEP) with the goal of reducing the amount of work these IEPs require. The work group will meet at least three times before winter break 2023 and report out recommendations before Wednesday, January 10, 2024. Any changes to IEP requirements will be implemented by the start of the 2nd semester of the 2023-2024 school year.

Section IV: Vacancies

- A. A meeting with representatives from TABCO, Human Resources and The Department of Staff Relations and Employee Performance Management, will be held no later than Monday, August 21, 2023, Monday, October 30, 2023, Monday, January 8, 2024, and Monday, March 25, 2024, to review the vacancy report and address the following:
 1. If there are more than three hundred (300) vacancies, excluding counselors, nurses, school psychologists, social workers and related service providers, the MOU will be updated to reflect compensation for teachers who volunteer or who are mandated to cover classes using the language from the MOU which expired on Tuesday, June 13, 2023.
 2. Discussion regarding compensation for retention of teachers in critical areas.
- B. Based on individual school vacancy rates the parties will meet at either party's request to address the staffing and workload needs of those schools including but not limited to compensation incentives.

Section V: Educator Observations and Evaluations

- A. The Parties agree that VLP educators shall be observed and evaluated in accordance with their respective evaluation cycle (e.g., Summative, Formative 1, Formative 2) in

accordance with Article XIII of the MA using the Charlotte Danielson Framework for Teaching tools. VLP educators shall develop and submit two (2) Student Learning Outcomes (SLOs) in accordance with established guidelines.

- B. All probationary educators providing in-person instruction shall be observed and evaluated in accordance with Article XIII of the MA using the respective Charlotte Danielson Framework for Teaching tools and rubrics. Educators providing in-person instruction/services shall develop and submit two (2) SLOs in accordance with established guidelines.

Section VI: Teacher Development Plans, Observations, and Evaluation

A. Qualified Observers

1. The school's appraisal team shall be comprised of the supervisor/administrator and assistant principal.
2. The supervisor/administrator and assistant principal function as qualified observers.

B. Department Chairs (DCs)

1. DCs, Team Leaders, Professional Development Teachers, and Department of Academics Resource Teachers are not and may not function as qualified observers. DCs, Team Leaders, Professional Development Educators, and Department of Academics Resource Teachers may support the appraisal team as content area specialists.
2. DCs, Team Leaders, Department of Academics Resource Teachers and Professional Development Teachers may model instructional strategies, the implementation of curriculum in the classroom, conduct peer observations and engage educators in reflective discussions and data driven dialogue for the purpose of providing effective coaching. Verbal and/or written coaching feedback shall not be directly used in the formal evaluation process.
3. DCs may participate in pre- and post-observation conferences as content area specialists but only if the teacher agrees.

C. Pre- and Post-Observation Conferences

1. Teachers should be afforded the opportunity to participate in a pre-observation conference with the person(s) who will be conducting the observation and will be preparing the written observation report.
2. A teacher may opt to NOT have a pre-observation conference.
3. A post observation conference must be held within three (3) duty days following the observation with the person(s) who conducted the observation and prepared the written observation report. A content expert, who may not have been in the observation, may participate, with teacher's consent, to provide content expertise. The written observation report must be provided to the teacher within seven (7) duty days of the observation conference.
4. Written feedback is intended to provide guidance on professional growth and should be objective, based on data collected during the observation. Feedback should be written in cause/effect or claim, evidence, impact form.

5. Commendations/recommendations should be provided as well as next steps to be taken to assist with teacher professional growth. There is not a minimum or maximum number of next steps. However, next steps should be reasonable and attainable and not overwhelming.

D. Observations – General Considerations

Articles 13.6.2 and 13.8.2 require that observations last at least thirty (30) minutes. It however allows a qualified observer to spend less time observing a tenured educator in a summative or formative year if the instructional activity requires less time OR if, in the estimation of the qualified observer, the lesson is at least effective. The following guidelines apply:

1. Probationary and ineffective tenured teachers must be observed a minimum of two (2) times each semester on reasonably spaced occasions.
2. Probationary and ineffective tenured teachers are to be observed by more than one qualified observer each year; the same qualified observer cannot perform all observations.
3. Tenured teachers in a summative year must be observed a minimum of once each semester. One of the required observations can be a mutually agreed upon alternative such as presenting at a school-based workshop, providing professional development to staff members, etc.
4. Tenured teachers in a formative year must be informally observed and have the scores from two SLOs recorded on the end of the year evaluation.
5. Educators shall not be formally observed in classes in which curriculum or technology is being piloted or field tested.

E. Guidance for Observations

COMAR requires all evaluations be based on two (2) observations annually. The TABCO MA requires summative tenured teachers be observed twice annually, formative tenured teachers be observed once annually, and probationary teachers be observed four times per school year. The following guidance is provided regarding the observation of teachers for the remainder of this school year:

1. All tenured teachers in a summative year shall be observed twice, once per semester.
2. All tenured teachers in a formative year shall be informally observed once per year. All tenured teachers in a formative year, with the minimum required number of students to produce SLOs, will submit two SLOs and scores will be recorded on the end of the year evaluation form. Educators who do not submit SLOs shall be informally observed twice.
3. If a principal chooses, the regular observation and evaluation process outlined in the MA can resume at any time.
4. All teachers in their first probationary year shall be observed twice per semester.
5. All teachers in their second and third probationary year shall be observed twice for the 2023-2024 school year.
6. Administrators may observe teachers on more occasions should they feel it necessary based on the teacher's performance.

F. New ELA Curriculum

1. Educators who are exclusively implementing the new Houghton Mifflin Harcourt (HMH) curriculum (e.g., departmentalized grade levels) shall not be observed in the first quarter.
2. Educators implementing both HMH and other curricula, may only be observed in non-HMH curricula in the first quarter.
3. First year teachers with a start date of August 21, 2023, or later are exempt from the above language.

G. Individualized Educator Assistance Plans

1. If an assistance plan is needed for an educator, it shall be mutually developed with the educator and the standard BCPS educator assistance plan form shall be used.
2. The assistance plan should focus on no more than two or three components of performance needing improvement and should be written as measurable goals that are evidence driven.
3. The assistance plan shall be revisited on an ongoing basis to apprise the educator of improvements demonstrated, identify supports needed, and identify continued shortcomings.

H. Teacher Development Plans (TDPs) - Teachers will not complete TDPs for the 2023-2024 school year.

I. Teacher Evaluation

1. Probationary teachers in years one, two, or three should receive a mid-year evaluation and an end of the year evaluation. Both evaluations are rated and with an overall rating based on the body of evidence collected throughout the first semester and the school year respectively.
2. Tenured teachers observed to be ineffective in a summative year should receive a mid-year assessment that does not carry an overall rating.
3. Tenured teachers rated ineffective in a summative year should receive an end of the year evaluation with an overall rating based on the body of evidence collected.
4. Tenured teachers in a formative year rated effective should receive an end of the year evaluation without assigning an overall rating. The rating from the last summative year carries over through both formative years.
5. Probationary and tenured teachers who are at risk of or are rated ineffective must follow the timelines found on the Department of Staff Relations and Employee Performance Management Schoology page.
6. If a formative year teacher is observed to be ineffective, it is possible to convert the formative year to a summative one. Steps outlined in Article XIII of the MA must be followed. The timeline for ineffective tenured teachers in a formative year located on the Department of Staff Relations and Employee Performance Management Schoology page should be consulted.

Section VII: Duration

- A. This MOU does not constitute a waiver of the bargaining unit work. Due to exigent circumstances, it serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the MA.
- B. This MOU does not set precedent or establish past practice and is only effective during the 2023-2024 school year. It will not become part of the Agreement, but solely relates to unique situations not covered by the Agreement.
- C. The Parties agree that this MOU will be effective from Monday, August 28, 2023, until the last day of the 2023-2024 school year or until such time as the Parties determine by mutual agreement that circumstances dictate the need for a new MOU.

TABCO: Ben Forstenzer
Printed Name

Signature 8/17/23
Date

BOARD: Joelle Bielski
Printed Name

Signature 8/17/23
Date

