

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

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 Maryland State Department of Education (MSDE), and

Whereas the Parties agree to the following definitions as provided in MSDE 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. For subject matters without NBC, the Office of Certification determines equivalency.
- (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. "Primarily responsible and accountable" means a teacher of record, or co-teacher (including special education teacher or English language development (ELD) teacher), who delivers instruction and is responsible for a student's or group of students' academic progress in a Pre-K to 12 public school setting.
- (iv) "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.
- (v) "Certified" means an individual holding a Maryland professional teaching certificate.
- (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 directly teaching and/or providing supervision of students rounded to two decimal places. The use of vacation, sick time, or other paid time off does not affect this percentage. For special education teachers and ELD teachers, teaching time includes but is not limited to co-teaching, assessing students, implementing IEP and MLL services, and working toward student goals and objectives.
- (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**
- (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

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

1. BCPS Career Ladder Level 3 teachers includes all teachers with an active NBC who teach a minimum of sixty percent (60%) of their working time. The Parties agree that these teachers shall receive the ten-thousand-dollar (\$10,000) NBC salary enhancement. Teachers meeting this requirement and who teach in a MSDE identified low performing school shall receive an additional seven-thousand-dollar (\$7,000) salary enhancement.
2. Teachers who have earned an NBC shall receive the following increases upon each of the following maintenances:
 - (i) First renewal of NBC – \$8,000 salary increase;
 - (ii) Earning a second maintenance of NBC – \$7,000 salary increase; and
 - (iii) Earning a third maintenance of NBC – \$6,000 salary increase.
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 x \$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-

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performing school and a 0.4 FTE at a non-identified school shall receive a salary increase of 0.6 x \$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 60% of their work time based on their classification as a 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.
9. Teachers actively working on National Board candidacy will receive one (1) approved Other Board Business Day per component (4 total) within the year the candidate is completing the component.
10. Teachers interested in pursuing an NBC will receive funding to cover the cost associated with their National Board candidacy if they meet the applicant eligibility requirement and as long as the member completes the required paperwork for the fee incentive program. If a candidate completes the process independently, they will not get financial assistance.
 - a. If a teacher pursuing their NBC is priority transferred every effort must be made to transfer them to an assignment where they can continue their pursuit. If they cannot be assigned in their area of pursuit, the principal/supervisor at their new assignment shall work with them so that they can continue their pursuit of NBC.
 - b. If a teacher pursuing their NBC is unable to complete required elements due to BCPS action other than termination, BCPS, not the teacher, will be responsible to pay MSDE back for the funding provided for NBC fees.

The Parties agree to review and update this memorandum as needed based on additional guidance that may be provided by MSDE throughout the 2024-2025 school year. This memorandum will expire on June 30, 2025.

TABCO: **Ben Forstenzer**
Printed Name

Jun 28, 2024

Signature Date

BOARD: **Joelle Bielski**
Printed Name

Jun 28, 2024

Signature Date