

**MEMORANDUM
OF UNDERSTANDING
between the
BALTIMORE COUNTY BOARD OF EDUCATION
and the
TEACHERS ASSOCIATION 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’ 2024-2027 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: Compensation

- A. Special educators, speech language pathologists, physical therapists, and occupational therapists, shall be compensated for case management work outside of the regular duty day in the amount of thirty-nine dollars and ten cents (\$39.10) per hour with no more than four (4) hours of extra duty compensation per pay period. The case manager will share the scope of the case management work with the principal who shall approve the work outside of the duty day. Documentation must be submitted to Payroll no more than two pay periods after the dates worked.
- B. Special educators who assume case management responsibilities for a true vacancy as determined by the Department of Human Resources shall be compensated for work outside of the regular duty day in the amount of thirty-nine dollars and ten cents (\$39.10) per hour.

Each 1.0 FTE vacancy would allow a school to compensate up to two special education certified employees for up to four (4) hours per pay period of additional case management.

- C. School counselors who cover a true vacancy as determined by the Department of Human Resources, shall be compensated for case management work outside of the regular duty day in the amount of thirty-nine dollars and ten cents (\$39.10) per hour with no more than four (4) hours of extra duty compensation per pay period. The school counselor will share the scope of the work with the principal to obtain approval prior to working outside of the duty day; denials must have an explanation and the school counselor shall have the opportunity to modify their request. Documentation must be submitted to Payroll no more than two pay periods after the dates worked.

Section II: Additional case management time during the duty day.

If a special educator needs additional case management time (in addition to the 325 unassigned minutes per week, what is already provided per the current MA, and this current MOU) they shall notify their principal seventy-two (72) hours in advance in order to share the identified need and indicate additional time. A maximum of sixty (60) minutes per pay period shall be granted.

The Department of Staff Relations and Employee Performance Management will continue to monitor the use of case management efficiencies created in collaboration with TABCO and the Board of Education.

Section III: Professional Development Days

Special educators will be provided three (3) hours on professional development days (on November 1, 2024, January 29, 2025, and March 31, 2025) for planning and case management. Special educators are permitted to work remotely provided that they can access the student data systems.

Section IV: Vacancies

A meeting with representatives from TABCO, Human Resources and The Department of Staff Relations and Employee Performance Management, will be held at the beginning of each quarter to review the vacancy report for special educators, speech language pathologists, physical therapists, and occupational therapists.

Section V: 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 2024-2025 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 26, 2024, until the last day of the 2024-2025 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

Ben Forstenzer (Aug 27, 2024 17:43 EDT) Aug 27, 2024
Signature Date

BOARD: **Joelle Bielski**
Printed Name

Joelle Bielski (Aug 27, 2024 18:03 EDT) Aug 27, 2024
Signature Date