

**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 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 work done in the 2025-2026 school year showed great promise for this new approach to observations, but both Parties agree data should be collected on the use of this approach with educators who are non-tenured and tenured in summative years,

NOW THEREFORE, intending to be legally bound hereby, the Parties agree as follows to advance the work of the BCPS Teacher Professional Growth System completed during school year 2025-2026.

- 1) Systemwide, educators who are effective or highly effective in a formative year shall be observed in the following manner:
 - a) In formative years one and two, tenured educators will receive either one (1) formal observation or a minimum of three (3) semi-formal observations as mutually determined by the teacher and evaluator. In a semi-formal observation, teachers will receive feedback on each performance area observed and substantiated with objective, observational data and will receive feedback on all four (4) performance areas by the end of the year. No ratings will be assigned. If semi-formals are mutually agreed to, the first semi-formal shall be held in the first semester. If any semi-formal is less than effective, then all of 13.5 must be followed.

- 2) In order to advance the work completed in the 2025-2026 school year, the semi-formal option shall be available to educators in a summative year in the schools that participated in the pilot. Educators in a summative year in these schools shall be observed in the following manner:
 - a) All educators in their first and second probationary year shall be observed multiple times each semester. This includes a minimum of one (1) formal observation and may include either a second formal observation or two (2) semi-formal observations per semester as mutually agreed upon by the teacher and evaluator. There shall be either a semi-formal observation or a planning conference before the first formal observation. The first formal observation of the first semester shall be conducted during the first quarter. In the event the first formal observation of the semester is rated less than effective, a second formal observation will be conducted by a different qualified observer. In the event that the first semi-formal observation is less than effective, the educator and administrator shall move forward with formal rather than semi-formal observations for the semester. If after the first formal observation the educator and the administrator agree to use semi-formals then the educator is waiving their right to 13.3.4.
 - b) All educators in their third probationary year or beyond shall be observed at least twice, once each semester. The observations can be conducted as one (1) formal observation or two (2) semi-formal observations each semester as mutually determined by the teacher and evaluator. If semi-formals are mutually agreed to, the first semi-formal shall be held in the first quarter. If the educator's performance is trending towards an ineffective rating in either semester, a formal observation will be required. If that formal observation is rated less than effective, then follow the Master Agreement language at 13.6.1.1 and 13.6.1.2. Teachers will receive feedback on each performance area observed and substantiated with objective, observational data and will receive feedback on all four (4) performance areas by the end of the year.
 - c) All tenured educators in their summative year shall be observed at least twice, once each semester. The observations can be conducted as one (1) formal observation or two (2) semi-formal observations each semester as mutually determined by the teacher and evaluator; observation alternatives are also an option per 13.7 of the Master Agreement. If semi-formals are mutually agreed to the first semi-formal shall be held in the first quarter. If the educator's performance is trending towards an ineffective rating in either semester, a formal observation will be required. If the formal observation is rated less than effective, the Master Agreement language in 13.6.1.1 and 13.6.1.2 shall be followed accordingly. Teachers will receive feedback on each performance area observed and substantiated with objective, observational data and will receive feedback on all four (4) performance areas by the end of the year.
- 3) Observations shall be rated effective, developing, or ineffective.

- 4) Following all formal and semi-formal observations, a post-observation conference shall be held within three (3) duty days of the observation with the person who conducted the observation and will be preparing the written observation report. During the post-observation conference, the observer shall ask the educator clarifying questions to inform the written report.
- 5) Ongoing assessment of the program: the parties shall meet monthly to review and evaluate data on this pilot. In the first meeting, the Parties shall collaboratively determine the data to be collected, and the success criteria used to evaluate the data. This assessment shall inform next steps.
- 6) The Parties agree that this MOU will be effective from July 1, 2026, until the last day of the 2026-2027 school year.

TABCO: **Ben Forstenzer**
Printed Name

Ben Forstenzer (Jun 15, 2026 12:43:34 EDT) Jun 15, 2026
Signature Date

BOARD: **Joelle Bielski**
Printed Name

Joelle Bielski (Jun 15, 2026 13:14:13 EDT) Jun 15, 2026
Signature Date