# AGREEMENT

**between the**

**BALTIMORE TEACHERS UNION**
**AMERICAN FEDERATION**
**OF TEACHERS, LOCAL 340**
**AFL-CIO**

**AND**

**BALTIMORE CITY BOARD**
**OF**
**SCHOOL COMMISSIONERS**

**2016-2019**

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## PREAMBLE

This Agreement is entered into effective the 1st day of July, 2016, between the Baltimore City Board of School Commissioners and the Baltimore Teachers Union, American Federation of Teachers, Local 340, and reduced to writing in accordance with Sections 4-301, 4-304 and 6-408 of the Education Article of the Annotated Code of Maryland.

## ARTICLE I

## Recognition

### 1.1 Recognition

The Baltimore City Board of School Commissioners, hereinafter referred to as the Board, recognizes the Baltimore Teachers Union pursuant to the Annotated Code of Maryland, as the employee organization which is duly elected and certified exclusive representative of the Board's employees who are in the professional educational public school employee unit. The Board further recognizes the Baltimore Teachers Union as the employee organization authorized to administer the Agreement.

### 1.2 Unit Members

Whenever used in this Agreement, the term "Employee" shall mean all classroom teachers (pre-K-12), counselors, librarians (and/or their successor job title and/or classification), psychologists, social workers, home and hospital teachers, department heads, master teachers, academic coaches, instructional associates, instructional support teachers, educational associates, speech-language pathologists, audiologists, occupational therapists, physical therapists, facilitators, consulting teachers, IEP Team Associates, pupil personnel worker, teacher – mentor, teacher – staff developer, and art, music, and physical education resource teachers.

The term "Employee" shall also refer to any person hired for the unit by BCPSS who is required by State Law to hold a professional license or certification from the Maryland State Department of Education but who does not hire, terminate and/or evaluate other employees.

**1.3 Part Time Employees**
All permanent part-time employees covered by this Agreement shall receive full insurance benefits. Leave benefits shall be accumulated on a pro-rata basis. Salary benefits shall be calculated on a pro-rata basis related to hours worked.

**1.4 Temporary Employees**
A temporary employee excluded from the bargaining unit is one who is hired for a period of up to six (6) months and is so informed in writing at the time of hire and who is hired to fill a temporary job or for a special project or to replace any employee on leave.

**1.5 Definitions**
Where used in this Agreement, the following definitions shall apply:

**"School"** shall usually mean any work location or functional division or group.

**"Principal"** shall usually mean the administrator of any work location or functional division or group who has direct responsibility for supervising members of the bargaining unit.

**"Building Representative"** shall mean the officially designated agent of the Union in any work location or functional division or group.

The term **"Board"** and/or **"BCPSS"** shall include the Baltimore City Board of School Commissioners or its designated representatives.

The term **"Union"** shall mean the Baltimore Teachers Union or its designated representative.

The term **"Teacher"** shall refer to all members of the bargaining unit unless otherwise indicated.

**"Clinicians"** shall include all psychologists, social workers, speech-language pathologists, occupational therapists, physical therapists and audiologists.

**"Union Chapter Committee"** shall mean the five (5) employees elected by the Union membership in each school.

**"Emergency"** used in this Agreement shall mean any unforeseen situation of which the party (s) had no prior knowledge.



**"System-wide seniority"** is based upon the length of continuous service as calculated from the date of appointment as a full-time teacher in the Baltimore City Public School System. Continuous service includes all time spent in the actual employment and on the payroll of the Board including all authorized paid leave time. Time spent on any approved leave of absence without pay or on layoff status up to two (2) years from the date of layoff shall not be considered a break in continuous service for the purpose of seniority status. However, the actual time spent on the approved leave or on layoff status shall not be counted in the employee's seniority.

**"Second endorsement"** shall mean an additional certification in a subject area other than the one for which the employee is presently assigned.

**"CEO"** wherever used in this Agreement is understood to mean the Chief Executive Officer or his designee.

**"School Oversight Committee"** whenever used in this Agreement shall refer to the team in designated schools responsible for planning and implementing the changes in rules, responsibilities, and relationships among its staff as the school carries out its educational program.

**"Department Heads"** work with department personnel in planning and coordinating department instructional programs for maximum educational benefits to the students.

**"I.E.P. Team Associates (ITAs)"** are school based staff members who report to the principal and who work with students with disabilities.

**"Conditional Teacher"** shall mean an employee who holds a conditional teaching certificate as issued by the Maryland State Department of Education.

**"Baltimore Professional Practices and Student Learning Program (BPPSLP)"** is the program developed by the Board and the Union to encourage teacher and staff leadership, give teachers and staff decision making responsibilities and reward teachers and staff for the valuable work they do.

**"Career Pathways"** are called Standard, Professional, Model, and Lead.

**"Interval"** is the term used to describe movement on the pay scale within a Career Pathway.

**"Achievement Units (AUs)"** describe the knowledge and skills that are necessary for an educator to move up the new pay scale.

**"School-Based Options (SBO)"** is a process by which certain schools may vote to modify selected sections of Article VII, limited to 7.1, 7.2, 7.3, and 7.8.

**"Tenure"** is the expectation of continued employment by the Board after completing a probationary period that is governed under the terms of the Regular Teacher Contract set forth in COMAR and Education Article Sections 6-201(f) and 6-202.

## ARTICLE II

## Union Rights and Responsibilities

### 2.1 Union Leave

Any employee elected as an officer of the Union or who is appointed to the Union's staff shall, under proper application, be given leave of absence without pay. Any employee who is elected as an officer of the Union shall, upon proper application, be given a leave of absence with pay for the term of his/her office subject to the Union's prompt reimbursement on a monthly basis for all costs incurred by the Board for the Union officer's complete pay and benefits as they currently exist and as such pay and benefits may be modified during the course of the Union officer's term of office. The Board agrees to recommend to the Teachers' Retirement Board that time spent on leave be granted as service credit for retirement and that the employee be permitted to pay regular monthly contributions. Upon their return to service, they shall be placed in an assignment comparable to that which they left. The employee shall be granted salary credit and seniority for up to six (6) years spent on leave working for the Union. Such leave shall not be granted for more than seven (7) persons in any one (1) year.

To avoid a possible break in service, or a loss of benefit amount, BCPSS shall permit the Union at Union expense under the law to purchase service credit for bargaining unit members on Union leave.



### 2.2 Transaction of Official Business

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Upon their arrival, they shall apprise the principal or school staff assigned to the office of their identity and purpose.

### 2.3 Union Meetings

Upon one (1) day's notice to the administrator of the school, an authorized representative of the Union shall have the right to schedule meetings in the building before or after regular duty hours or during the lunch time of the employee(s) involved, or during the rescheduled day when employee(s) are not assigned to, nor involved in other duties. The notice requirement may be waived by the principal involved.

### 2.4 Union Communications

The Union, as exclusive representative, shall have the use of the school system's interdepartmental mail and email facilities, the right of distribution of materials to teachers' mailboxes in schools, and the use of bulletin board space, provided these rights do not interfere with the operation of the school system. Individuals and organizations other than the Union shall not be permitted to use the school system's interdepartmental mail and email facilities, or the right of distribution of materials to teachers' mailboxes.

The Union shall have space on at least one existing bulletin board in each school. Said bulletin board space shall be located in the teachers' lounge unless another site is mutually agreeable to both parties. The Board shall place a link to the Union's website on the home page of the School System's website.

### 2.5 Board Communications

The Board shall supply the Union with notification, through City Schools Inside, of all Board Policies and Regulations, press releases, all CEO's Memoranda and Bulletins including online posting on the school system's website, relating to employees generally or to any substantial group of employees concerning the interpretation or application of the terms and conditions of this Agreement and/or relating to wages, hours, or conditions of employment. All task force reports submitted to the Board in public session, including the purpose and membership of said task force, shall also be supplied to the Union.

**2.6 Employee Lists**

A. No later than November 1 of any school year, the Board shall provide the Union with a list of all employees as defined in Article 1.2 which shall include their names, Employee Identification Number, home addresses, work email addresses, date of birth, date of hire, pathway, interval, job title, addresses and building assignments. Each month of the school year the Board shall provide the Union with a list of all changes such as resignations, promotions, and new appointments.

B. In addition, BCPSS shall notify the Union in writing once each calendar month in the same format as Section 2.6.A. after it hires any new unit employees.

**2.7 Dues Checkoff**

A The Board agrees to deduct Union dues from the pay of any employee in the unit who authorizes such deduction in writing. Such authorization shall be continued from year to year unless revoked in writing between June 1 and June 30. With respect to all dues deducted by the Board pursuant to such authorization, the Board agrees to remit said dues to the Union bi-weekly. The Board shall, within thirty (30) days of the Union's and the Board's ratification of the Agreement, make all changes necessary to its human resources management system to insure that no employee is dropped from dues checkoff due to a change in assignment or location. The Board shall supply the Union with a monthly computer payroll printout showing those teachers for whom dues have been deducted.

B. The Union shall indemnify and save the Board harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Board for the purpose of complying with any of the provisions of this section, and the Union assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the Board or its designee.



**2.8 Equal Representation**

As exclusive representative, the Union will represent equally and to the best of its ability all members of this bargaining unit without regard to membership in, or participation in the activities of the Union.

**2.9 Exclusivity**

The rights set forth in this Article are for the exclusive use of the Union and shall not be granted to any other group or organization. Only the Baltimore Teachers Union shall be recognized or permitted to represent any group of teachers concerning wages, hours, or conditions of employment.

**2.10 Area Representatives' Leave**

Upon advance request and approval by the appropriate administrator, four (4) area representatives shall each be allowed three (3) days per month with pay in order to conduct Union business. Request for such leave shall be made at least five (5) days in advance.

**2.11 Building Representative Announcements**

Upon prior notice to the appropriate administrator, the Building Representative may make announcements after the conclusion of any faculty meeting.

**2.12 Seniority List**

A list specifying the system-wide seniority of each member of the bargaining unit shall be prepared and forwarded to the Union within thirty (30) days following the last day of the school year. On or before August 1 of each year, BCPSS shall furnish the Union a list containing the name, home address and work location assigned for the next school year for any teacher who is transferred or assigned to a new work site for the next school year.

**2.13 Requests for Records re: Wages, Hours, Conditions of Employment**

Upon request and availability, the Board shall provide the Union with statistics and/or records relating to wages, hours and conditions of employment. Any costs involved in the preparation of said information shall be paid for by the Union.

**2.14 Committee on Political Education (COPE) Deductions– Political Action Check-off**

The Board agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the monthly amount authorized by the employee for political action. A list of the employees from whom the deductions have been made and the amount deducted from each, and a list of the employees who had authorized such deductions, shall be forwarded to the Union no later than thirty (30) days after such deductions were made. The authorization form shall read as follows:

"I hereby authorize the Baltimore City Board of School Commissioners to deduct from my salary the bi-weekly sum of $ _____ and to forward that amount to the Baltimore Teachers Union Political Committee. This authorization is signed freely and voluntarily and not out of any fear of reprisal and with the understanding that the Baltimore Teachers Union Political Committee is engaged in joint fund raising efforts with the AFL-CIO. This voluntary authorization may be revoked at any time by notifying the Board of School Commissioners and Baltimore Teachers Union Political Committee in writing of the desire to do so."

(Signed)_____(Name)
_____(Address)
_____ (Identification Number)

**2.15 Representation Fee**

**A. Implementation of Representation Fee**

All employees who are covered by this Agreement but who are not members of the Union shall (as a condition of employment) pay to the Union each month their fair share of the cost of services rendered by the Union that are chargeable as a representation fee. The determination of the fee, collection, escrow, disputes, and other procedures relating to the representation fee shall be governed exclusively by the terms and conditions that are described in Article 2, Section 2.15 of this Agreement and in Addendum IV of this Agreement.

**B. Amount and purpose of Representation Fee**

On or before August 20 in each contract year, the Union will determine its calculation of the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under Section 6-401 et seq. of the Education Article, Annotated Code of Maryland.



C. Notice to Employees

On or before September 10 in each contract year, the Union will send a written notice following the criteria outlined in Addendum IV of this Agreement to each employee in the unit who is required to pay such a fee under Article II, Section 2.15.A.

**D. Collection of Fee**

The Board shall automatically withhold from the bi-weekly salary of each employee who is not a member of the Union the representation fee as calculated on a bi-weekly basis, at such time as provided in Addendum IV.

**E. Indemnity**

The Union shall indemnify and save the Board harmless and shall provide a defense of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Board or City of Baltimore for the purpose of complying with any of the provisions of this section, and the Union subject to the conditions outlined in Addendum IV of this Agreement assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the Board or Designee to the Union.

**2.16 Building Representative Leave**

A. Provided instructional services will not be diminished and with advanced approval of the Building Principal, BTU Building Representatives shall be released for up to one (1) period per week to conduct Union business. To accommodate this provision, Building Principals in the secondary schools may consider releasing Building Representatives from homeroom assignments, and in elementary schools may consider using one (1) additional resource period or the assignment of a paraprofessional.

B. Management, recognizing the important role a Building Representative plays in the schools, accordingly will make every effort to avoid the transfer of any elected Building Representative.

C. The Union will supply the Office of Labor Relations a list of Building Representatives and any changes, as changes occur.

D. The Office of Labor Relations shall not reproduce or distribute this list to anyone.

**2.17 Building Representative Assignment**
Effective July 1, 2000, no employee who has been a Building Representative for more than three (3) years of continuous service in a particular school shall be reassigned involuntarily out of that school to another work location. This provision notwithstanding, BCPSS may transfer a Building Representative if for just cause consistent with Sec. 16.5 of this Agreement, a reduction in force or a special circumstance related to proven employee misconduct. No Building Representative for more than three (3) years of continuous service in a particular school shall be transferred solely as a result of the adoption of this section. There shall be no involuntary reassignment of a Building Representative without the written approval of the CEO. If there is a negative change in a Building Representative's evaluation, it shall be reviewed by the CEO. Each Building Representative shall receive 3 AUs per year for being a Building Representative.

**2.18 Union Liaison**
The Board shall appoint at least two (2) BCPS union liaisons to facilitate the movement of union issues.

## ARTICLE III

## Management Rights

**3.1 Management Rights**
The Union agrees that the Board has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, and the powers of authority which the Board has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the Board. Notwithstanding any provision of this Agreement, the Board reserves the right to make all employment decisions necessary to comply with federal and state laws.

## ARTICLE IV

## Grievance and Arbitration

**4.1 Objective**
It is the declared objective of the Board and the Union to encourage prompt resolution of grievances. The Board and the Union recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible.



**4.2 Definition**
A grievance is a violation, misapplication, or misinterpretation of any provision of this Agreement or of a policy of the Board of School Commissioners which affects the terms and conditions of employment.

**4.3 Procedures**
**Step 1: School or Office**
An employee shall present his complaint orally to the appropriate administrator, within ten (10) school days after knowledge by the employee of the facts giving rise to the act or condition which is the basis of the complaint. The employee, or his representative, and the administrator shall confer with the view of arriving at a mutually satisfactory resolution. All matters, whether or not they meet the definition of a grievance as defined in Section 4.2, may be discussed at this stage.

The administrator shall render a written decision which shall be communicated to the employee or Union representative within five (5) school days of the conference. Only grievances as defined in Section 4.2 may be pursued to Step 2.

**Step 2: Appropriate Executive Director or designee**
If the dispute is not resolved at Step 1, the grievant may appeal by forwarding in writing to the Executive Director of Elementary/Middle or Secondary Schools, as appropriate, or next appropriate supervisor, in writing within five (5) school days after he has received the Step 1 decision.

The Step 2 administrator shall schedule a meeting with the parties concerned within seven (7) school days of the receipt of the appeal at which time the aggrieved employee shall be afforded an opportunity to be heard. The Step 2 administrator shall issue a written decision within five (5) school days after the meeting.

**Step 3: CEO**
The Step 2 decision may be appealed in writing to the CEO within five (5) school days after the Step 2 decision has been received.

The CEO, or his designated representative shall meet with the aggrieved employee within ten (10) school days of the appeal. The aggrieved employee will receive at least two (2) school days notice of the meeting and shall be afforded an opportunity to be heard. The CEO, or his designated representative, shall communicate his written decision to the aggrieved employee not later than ten (10) school days after the meeting.

**Step 4: Board of School Commissioners**
The Step 3 decision may be appealed in writing to the Board within five (5) school days after the Step 3 decision has been received. The Board, sitting as a whole, by committee, or by designee, shall hear the grievance within fifteen (15) school days following receipt of the appeal and shall render its decision not later than ten (10) school days following said hearing. The Board, at its option, may waive Step 4, in which case the Union may press the matter to arbitration.

**Step 5: Arbitration**
Within ten (10) days following receipt of the Step 4 decision, the Union may move any unresolved grievance to arbitration by notifying the Board in writing of its intention to do so. Thereafter either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Maryland Sub-Regional or Regional Area. An arbitrator shall be chosen by alternately striking names from the list, with the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

The arbitrator shall be without power to add to, subtract from, change or alter any provision of the Agreement, Board Policy or of applicable State or local law. The Arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

The arbitrator shall not hear or decide more than one (1) grievance unless mutually agreed otherwise.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Union.

**4.4 Time Limits**

A. Except for Step 1, time limits shall begin for both parties upon the day after receipt of the grievance or the day after receipt of the response.

B. To avoid any disputes as to the date of submission or receipt of a grievance, appeal, decision, or notice of hearing, all notices of hearings and/or decisions shall be mailed by school officials by certified or registered mail return receipt requested, with the date of mailing or postmark and the date of receipt recorded thereon. As an option, such correspondence may be hand delivered but must be signed, timed, and dated by the receiver.

C. By mutual agreement in writing, time limits may be extended.

D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure to submit a grievance within the specified time limits or to appeal a grievance to the next successive step or to arbitration within the specified time limits shall be deemed to be a waiver of the grievance and/or acceptance of the decision rendered at that step.

E. In the event a grievance is filed after May 15 of any year, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is mutually agreeable to the parties. All other grievances filed on or after May 15 will be considered at a time mutually agreeable to the parties, but no later than the beginning of the next school term.

F. If a grievant fails to appeal a decision at any level within the prescribed time limit, he shall have been deemed to have waived further processing of that grievance.

**4.5 General Provisions**

A. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all participants to be present.

B. Meetings are to be scheduled at mutually convenient times. Attendance by an aggrieved employee or employee witnesses at grievance meetings held during school hours shall constitute authorized absence without loss of pay. Either party may have such witnesses or persons in interest in attendance as the party shall deem necessary.

C. The Union shall have the right to initiate or appeal a grievance at any step of the grievance procedure. Only the Union may appeal a grievance to the Board and to Arbitration.

D. If a grievance arises from the action of an authority higher than a Step 1 administrator, such grievance may be initiated at the next appropriate step of the grievance procedure.

E. Any grievance not commenced under the provisions herein stipulated within eighteen (18) school days after the grievant knew (or should have known) of the conditions upon which such grievance is based shall be null and void.

F. No reprisals of any kind shall be taken by the Board or the School Administration against any teacher because of his participation in this Grievance Procedure.

G. The administration shall furnish the Union with such information that is requested which is directly related to the grievance.

H. If a grievance affects a group or class of teachers, the Union may submit such a grievance in writing to the CEO directly and the processing of such a grievance will begin at Step 3.

**4.6 Grievance Forms**

The grievance shall be filed on the mutually agreed upon grievance form which shall contain the following information:

- Name and position of the aggrieved employee;
- A statement of the grievance and the facts involved, including relevant dates;
- A reference to the applicable provisions of the Board Policy, if any;
- The corrective action requested;
- Signature of the aggrieved employee; and,
- Date and time submitted.



**4.7 Joint Grievance Meeting**

A. Once each month, the Labor Relations Associate, and any other representative(s) of BCPSS that the CEO and/or Board may find appropriate, shall meet with the Union President(s) to discuss specific grievances which are pending at Steps 3, 4, & 5.

B. Should it become apparent at a Joint Grievance Meeting conducted under Sec. 4.7.A. that BCPSS and the Union shall be unable to agree on how a particular grievance is to be resolved, the Union may advance the grievance directly to arbitration at Step 5, without first completing either Step 3 or 4. Notice of an intent to arbitrate a particular grievance that has been discussed shall be given in writing within five (5) days after the Joint Grievance Meeting; if notice is not given, then the grievance shall proceed through the steps of the grievance procedure before being submitted to arbitration.

## ARTICLE V

## Compensation and Related Matters

**5.1 Compensation**

**Wage Rates**

A. All current active bargaining unit members who were on the payroll in the 2016-2017 school year shall receive a stipend of 1% of their 2016-2017 salary by no later than 15 days or the next full pay period after ratification, whichever is earlier. Eligible former employees who were on the payroll in the 2016-2017 school year shall receive a stipend of 1% of their 2016-2017 salary within 30 days following ratification. The parties shall open this Agreement for negotiations over wage rates only in and for Fiscal Year 2018. The parties shall open this Agreement for negotiations over wage rates for Fiscal Year 2019 and shall, in addition, open the Agreement for Fiscal Year 2019 (only) over matters described in Section 5.1.B and the applicable salary scales.

B. Having opened this Agreement for both FY'18 and FY'19, the parties agree to add the following:

The 2016-2017 salary schedules shall be increased by 1% on July 1, 2017 and increased by 1.5% on January 1, 2019 Supplemental salary scales remain in effect and shall be increased by 1% on July

1, 2017, and increased by 1.5% on January 1, 2019, e.g. coaches, clinicians, department heads, etc.

All current active bargaining unit members who were on the payroll in the 2016-2017 school year shall receive a retroactive pay adjustment that reflects the year-to-date increase by no later than 15 days or the next full pay period after ratification, whichever is earlier. Employees shall receive wages as they are shown on the salary schedules in Addenda I and II.

C. It is a goal of the Baltimore City Board of School Commissioners and the BTU to support salary levels for teachers comparable to competitive area districts. Adjustments to the salary schedule for future years shall be determined by the following methods:

1. A list of districts shall be identified and current salary schedules obtained from these districts.

2. Benchmark positions are the minimum and maximum positions on each lane of the schedule.

3. The benchmark positions shall be averaged for all districts in the sample.

4. The Board will cooperate with BTU requests for revenue or expenditure estimates.

5. Once implemented, the schedule shall remain in effect until modified through subsequent agreements.

D. New teachers shall receive each day both a $75.00 stipend and a $50.00 bonus each day for required attendance during the orientation week prior to the opening of the school year.

E. There shall be no pyramiding of stipend differentials or adjustments to base wages, or salary schedules for any new class or group of employees. For new classes or groups of employees, where more than one rate applies, the highest stipend, differential or adjustment will be paid. This provision will apply in its entirety only to new groups and classes of unit employees.

F. Persons transferring from any Paraprofessional Salary Scale to the Teachers' Salary Scale shall be given credit for salary scale placement at the rate of one interval for every two years service as a Paraprofessional with a maximum of five intervals.



**5.2 Baltimore Professional Practices and Student Learning Program (BPPSLP)**

The Board and the BTU believe that the BPPSLP has encouraged teacher and staff leadership, given teachers and staff decision making responsibilities and rewarded teachers and staff for the valuable work they do.

**Career Pathways**

Career Pathways are called Standard, Professional, Model and Lead. Interval is the term used to describe movement on the pay scale within a Career Pathway. Each Career Pathway has a number of intervals. Achievement Units (AUs) describe the knowledge and skills that are necessary for an educator to move up the new pay scale. When educators accumulate twelve (12) AUs they move one interval along a Career Pathway.

The BTU and the Board will continue to develop and facilitate the various components of the BPPSLP and create a research base and body of evidence upon which the Program will improve professional practices, increase student learning, and increase career acceleration and opportunities.

**A. Joint Oversight Committee**

There shall be a Joint Oversight Committee to provide oversight of all planning development and implementation of the BPPSLP. The Committee will be composed of ten (10) members, five (5) appointed by the Board and five (5) appointed by the Union which shall include the CEO, the BTU President, and their designees, which must meet within thirty (30) days of ratification of the Agreement. The Committee will, among other things:

- Define the full scope and objectives of the BPPSLP
- Assess the needs of the district for programs needed by students and the capacity of the professional staff to meet those needs
- Identify educational and professional activities that need to be engaged in by staff, evaluated for effectiveness, and to serve as a basis for compensation decisions

- Create and oversee a system for ensuring reliability and validity of evaluations conducted by principals including, but not limited to observations of teaching to ensure inter-rater reliability.
- Determine whether there are worksites that have experienced significant change in the proportion of teachers receiving lower evaluations as compared to the previous school year. If so, an investigation shall be conducted including the examination of the evidence used in reaching the decisions. The investigation shall be conducted by representatives appointed by the CEO and the President of the Union.
- Create and oversee the process to select members to Professional Peer Review committees, designate their responsibilities, and provide general operating oversight of their work
    - Teachers will apply to the President of the BTU consistent with the application process developed by the Joint Oversight Committee to serve on Peer Review committees.
- If necessary, create subcommittees including but not limited to a subcommittee to ensure that peer reviewers are within the same subject area and grade-level configuration (e.g. elementary, middle, and high school).
- Review and affirm the administrative and infrastructure capacity of the system and certify that the program is ready for implementation
    - The infrastructure must provide the ability for teachers to view all data related to quality control and be integrated into the registration process for Achievement Units (AUs)
- Certify that the district has the resources to implement and sustain this program
- By no later than March 31, 2019, recertify that: 1) the district has the administrative capacity to implement the BPPSLP, 2) the district has developed an infrastructure to implement the BPPSLP, and 3) standards related to implementation, systems of support, and professional context including teaching and learning conditions have been adopted by the Joint Oversight Committee. If the Joint Oversight Committee does not so recertify, the BPPSLP shall terminate on March 31, 2019, and the contract shall be reopened for a cost of living increase on the then existing pay scale.



**B. Joint Governing Panel**

There shall be a Joint Governing Panel ("JGP") composed of four (4) members, two (2) appointed by the Board and two (2) appointed by the Union. The Joint Governing Panel will:

- Adopt an AU development process consistent with standards for systems of support, professional development, and professional learning communities which include evaluation systems to determine their effectiveness based on multiple measures that
    - Provide a continuum of teacher support based on a teacher's ability to meet teaching standards and the career stage of the teacher
    - Are aligned with the professional teaching standards
    - Focus on teachers' work with students
    - Use and are informed by teacher evaluation data
    - Are intensive and ongoing
    - Give teachers a say in improving the system based on regular and timely feedback
    - Engage with ideas and colleagues as part of the normal workday
- Develop a menu of AUs for educators in all content areas and grade levels including the following categories:
    - Professional development activities;

- Contributions to student learning;
- Contributions to colleagues; and
- Overall contributions to the school and district.

- Assign AU coordinators to help teachers accumulate AUs.
- Assign teachers who are currently BTU learning reps who will help teachers navigate the promotion process to move to Model and Lead Pathways.
- Implement a system to track teachers' accumulation of AUs
- Continue to develop a menu of AU opportunities. Any AUs accumulated from July 1, 2016 to June 30, 2019 will be banked and applied in increments of 12 (an interval). Any AUs remaining in the bank when pathway movement occurs shall remain in the bank on the pathway in which they were earned.
- Continue to develop a rubric for movement to Model and Lead Pathways to be used by the Professional Peer Review Committee to evaluate the scope and impact of professional practice
- Assist the SBO waiver process and implementation

**C. Career Advancement**

- Standard, Professional, and Model teachers represent the classroom career
- There shall be no limit on the number of teachers placed in the Standard, Professional, or Model Pathways
- Lead Teacher is a promotional opportunity.
- Interval movement within all Pathways requires twelve (12) AUs, which may be may be earned in a number of ways, including:



**AUs may be earned in the following manner:**

- **Professional Activities** in the following categories:
  - Professional development activities;
  - Contributions to student learning;
  - Contributions to colleagues;
  - Overall contributions to the school and district;
  - Other approved AUs
- **Eligible coursework** (e.g., in pursuit of certification, recertification, etc.) accumulated from July 1, 2016 to June 30, 2019 will be converted to AUs.
  - One college credit equals one AU.
  - Unit members seeking initial certification shall not be eligible for AUs for coursework.

- **AU Credit for Annual Evaluation**
  - Highest rating on Evaluation ( Proficient or Highly Effective) = 12 AUs
  - Second highest or middle rating on Evaluation (Satisfactory or Effective) = 9 AUs
  - Any rating above Unsatisfactory or lowest rating (Developing) that requires support or intervention = 3 AUs
  - Failure of Principal to Issue an Annual Evaluation within contractual time limits results in an Effective Rating
  - If the CEO places an employee on mandatory Administrative Leave with pay for a period of time that results in the failure of the issuance of an Annual Evaluation the individual shall receive no lower than an Administrative Satisfactory/Effective rating on his Annual Evaluation.

- An employee may move from Standard Pathway to Professional Pathway by either transitioning through the highest interval within the Standard Pathway, or approval by the Professional Peer Review Committee.

- For an employee to move beyond the Professional Pathway to Model or Lead Teacher he or she must obtain approval by the Professional Peer Review Committee.

- For promotion into the Lead Teacher Pathway, a teacher will be placed into a pool of eligible candidates by the Professional Peer Review Committee. Principals will then interview the first five candidates by date of entry into the pool and content area.

    - Supplemental salary schedules remain in effect, and increased by COLAs, e.g. coaches, clinicians, department heads, etc.

- Continual differential across all Pathways

- Movement for teachers at the top of the Scale in Professional, Model, and Lead Pathways and Longevity

    - Longevity payments based on accumulation of 24 AUs shall be provided in the amount of 1% of current salary.

    - Teachers will receive a 1% increase in salary upon earning recertification.

**D. Model and Lead Teachers**

Model and Lead Teacher status shall be reviewed every five years.

If the Model teacher has a Developing or Ineffective rating he or she shall remain on the Model pathway and shall retain their current pay level but shall not be eligible for interval movement until he or she has proficient/highly effective evaluations for three (3) out of five (5) years.



**E. Evidence of Success**

By no later than March 31, 2019, the Joint Oversight Committee must certify that a research base and body of evidence upon which the BPPSLP concept has improved professional practices, increased student learning, and increased career acceleration and opportunities as evidenced by increased interval and Pathway movement and Lead Teacher placement. If the Joint Oversight Committee does not so certify, the BPPSLP shall terminate on March 31, 2019, and the then existing pay scale shall be converted into a traditional salary scale based upon steps and lanes with no loss of salary or benefits.

**5.3 Health and Welfare Related Matters**

**A. Health Insurance**

1. The Blue Cross/Blue Shield Preferred Provider Network (PPN) in effect during the 2015-2016 school year shall continue in effect.

2. For those employees in the Blue Cross/Blue Shield Preferred Provider Network (PPN), 81.5% of the actual premium shall be paid by the employer and 18.5% shall be paid by the employee. Employee co-pays for office visits shall be $5.00 for primary physician and $10.00 for specialists. Commencing January 1, 2019, for those employees in the Blue Cross/Blue Shield Preferred Provider Network (PPN), 81% of the actual premium shall be paid by the employer and 19% shall be paid by the employee. Commencing January 1, 2019, employee co-pays for office visits shall be $10.00 for primary physician and $20.00 for specialists.

3. The Board shall provide a prescription drug benefit plan for employees and eligible dependents enrolled in health benefit plans offered. Generic substitutes shall be mandatory, unless the employee's or eligible dependent's treating physician determines that a brand drug is medically necessary. Employee cost (co-pay) of the drug prescription will be $10.00 for generic drugs, $15.00 for brand drugs, and $30.00 for non-preferred drugs and a monthly premium cost to employees of $4.20 (10 months only). A single co-pay of $10.00 for generic drugs, $15.00 for brand drugs, and $30.00 for non-preferred drugs shall be

charged for a ninety (90) day fill either at the pharmacy or through optional mail order.

4. Employees covered by this Agreement are eligible for a Health Maintenance Organization ("HMO") alternative to the Blue Cross/Blue Shield PPN coverage. The employer shall contribute the same dollar amount it contributes for the employee's current Blue Cross/Blue Shield PPN coverage. The employer share of the premium for HMOs and the Blue Cross/Blue Shield Point of Service ("POS") shall be 95% and employee share of the premium shall be 5%. Commencing January 1, 2019, the employer share of the premium for the HMOs and Blue Cross/Blue Shield POS shall be 94% and the employee share of the premium shall be 6%, plus $5.00 for individuals, $10.00 for two (2) persons, and $15.00 for families per pay.

5. The employer shall provide the additional health and welfare benefits of Blue Cross/Blue Shield second surgical opinion, alcoholism treatment programs and a hospice care program for employees. The employer, Union, and Provider will work together to provide a booklet of health care benefits for unit members, except as provided in 5.2.A.1

6. An employee shall be entitled to a Hospital Bill Audit Gainsharing payment of $33^{1}/_{3}$% of an overpayment (or other billing error resulting in an overpayment to the health care provider), up to a maximum of $500 to the employee for each incident. In order to qualify for the Gainsharing payment, the employee must: (i) identify an overpayment of more than $250 (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent; and (ii) notify the BPCSS Office of Benefits Management of the error within 30 days after receipt of an Explanation of Benefits from the Health Plan. Payment shall be due and made only if the error is verified, and the amount overpaid actually is recovered to the Board's benefit.

7. Eligible dependents under the age of 26 shall be covered by BCPSS Health Plans, General Prescription Drug, and Vision Care Programs.



8. Medical and Prescription Drug Schedule of Benefits

   A detailed listing of benefits can be found in the health plan comparison chart distributed during annual open enrollment. No benefit available through December 31, 2016 shall be discontinued because it is excluded from the table which follows:

Preferred Provider Network
Summary of Benefits
Commencing January 1, 2019

| Plan Feature | In-Network | Out-of-Network |
|---|---|---|
| Employee Annual Deductible | None | None |
| Co-insurance | 100% of allowed benefit (no service restrictions) | 80% of allowed benefit (no service restrictions) |
| Employee Annual Out-of-Pocket Maximum (excludes mental health) | $400 | $2,000/individual<br>$4,000/family |
| Lifetime Maximum Benefit | Unlimited | Unlimited |
| Inpatient Hospital (facility and doctor charges) | 100% | $100 deductible, 80% up to $1500 out-of-pocket/ admission |
| Outpatient Hospital (facility and doctor charges) | 100% | 80% of allowed benefit |
| Emergency Care in a Hospital | $50.00 co-pay by employee; waived if admitted to hospital; Commencing January 1, 2019, $100 co-pay with $10 copay for urgent care | $50.00 co-pay by employee; waived if admitted to hospital; Commencing January 1, 2019, $100 co-pay with $10 copay for urgent care |
| Surgical Expenses | 100% | 80% |
| Doctor's Office Visits | $10.00 co-pay for primary physician, $20.00 co-pay for specialists | 80% allowed benefit (no co-pay) |
| Preventive Care<br>Routine physical + related services<br>Gyn exam<br>Mammogram<br>All Servcies | 100% at one per year<br><br>100% allowed benefit (no co-pay) | 80% at one per year<br><br>80% allowed benefit (no co-pay) |
| Well-Child Care | 100% allowed benefit | 80% allowed benefit |
| Hospice | 100% allowed benefit | 100% allowed benefit |
| Inpatient Mental Health | Pays same as medical | Pays same as medical |
| Inpatient Substance Abuse | Pays same as medical | Pays same as medical |
| Outpatient Mental Health | Pays same as medical | Pays same as medical |
| Outpatient Substance Abuse | Pays same as medical | Pays same as medical |

## Point of Service
## Summary of Benefits
## Commencing January 1, 2019

| Plan Feature | In-Network | Out-of-Network |
|---|---|---|
| Employee Annual Deductible | $0.00 | $0.00 |
| Co-insurance | 90% | 70% |
| Employee Annual Out-of-Pocket Maximum | $1,000/individual<br>$2,000/family | none |
| Lifetime Maximum Benefit | Unlimited | Unlimited |
| Inpatient Hospital (facility and doctor charges) | 90% | 70% of allowed benefit, pre-auth required |
| Outpatient Hospital (facility and doctor charges) | 90% | 70% of allowed benefit |
| Emergency Care in a Hospital<br><br>Urgent Care | $100.00 co-pay by employee; waived if admitted to hospital<br><br>$10 co-pay | $100.00 co-pay by employee; waived if admitted to hospital<br><br>$10 co-pay |
| Surgical Expenses | 90% | 70% |
| Doctor's Office Visits | $10.00 co-pay for primary physician, $20.00 co-pay for specialists | 70% of allowed benefit |
| Preventive Care<br>Routine physical + related services<br>Gyn exam<br><br>Mammogram | 100% at one per year<br><br>100% at one per year<br><br>Covered in full | $5 co-pay per visit, 70% of allowed benefit<br><br>$10 co-pay per visit, 70% of allowed benefit<br>$10 co-pay per visit, 70% of allowed benefit |
| Well-Child Care | Covered in full | $5 co-pay per visit, 70% allowed benefit |
| Hospice | 90%<br>Outpatient: pre-auth required | 70% of allowed benefit<br>Outpatient: pre-auth required |
| Inpatient Mental Health | 90%, pre-auth required | 70% of allowed benefit, pre-auth required |
| Inpatient Substance Abuse | 90%, pre-auth required | 70% of allowed benefit, pre-auth required |
| Outpatient Mental Health | $10 co-pay per office visit, covered in full all other services | 70% of allowed benefit |
| Outpatient Substance Abuse | $10 co-pay per office visit, covered in full all other services | 70% of allowed benefit |



## Health Maintenance Organization
## Summary of Benefits

| Plan Feature | In-Network |
|---|---|
| Employee Annual Deductible | N/A |
| Co-insurance | 100% |
| Employee Annual Out-of-Pocket Maximum (excludes mental health) | Individual: $1,100<br>Family: $3,600<br>Includes mental and nervous coverage. The following services do not apply to out-of-pocket maximum:<br>• Outpatient drugs, supplies, and supplements, including blood, blood products, and medical foods<br>Inpatient and outpatient infertility services |
| Lifetime Maximum Benefit | Unlimited |
| Inpatient Hospital (facility and doctor charges) | 100% |
| Outpatient Hospital (facility and doctor charges | 100% |
| Emergency Care in a Hospital<br><br>Urgent Care | $100 co-pay (waived if admitted)<br><br>$10.00 co-pay per visit |
| Surgical Expenses | 100% |
| Doctor's Office Visits | $5.00 co-pay for primary physician, $10.00 co-pay for specialists |
| Preventive Care<br>Routine physical + related services<br>Gyn exam<br>Mammogram | 100% at one/yr.<br><br>100% at one/yr.<br>100% per schedule of freq. |
| Well-Child Care | 100% |
| Hospice | 100% |
| Inpatient Mental Health | 100% |
| Inpatient Substance Abuse | 100% |
| Outpatient Mental Health | $5 copay per visit |
| Outpatient Substance Abuse | $5 copay per visit |

9. Dental Schedule of Benefits

A detailed list of benefits can be found in the materials distributed during annual open enrollment. No benefit available through December 31, 2016 shall be discontinued because it is excluded from the table which follows:

DHMO
Summary of Benefits

| Plan Feature | Employee Co-pay - Network Only |
|---|---|
| Preventive and Diagnostic Services<br>• Examination<br>• Cleaning<br>• x-rays | <br>$0<br>$0<br>$0 |
| Minor Restorative<br>• Fillings and extractions<br>• Oral surgery<br>• Endodontic services[1]<br>• Periodontal services[1] | <br>$0<br>$40-$196 based on specific service<br>$45-$310 based on specific service<br>$25-$145 based on specific service |
| Major Restorative<br>• Crowns<br>• Bridges<br>• Complete Dentures | <br>$92-$190 based on specific service<br>$115-$291 based on specific service<br>$249-$264 based on specific service |
| Complete Orthodontics | $1,850 co-pay |

DPPO "Buy Up" Option (Voluntary)
Summary of Benefits

| Plan Feature | In Network/Out of Network |
|---|---|
| Class I (Preventative) | 100%/100% |
| Class II (Basic/Restorative) | 80%/80% |
| Class III (Major) | 60%/60% |
| Annual Deductible per Member (does not apply to Class I services) | $50/$50 |
| Orthodontia Lifetime Max | $1,500/$1,500 |

[1] *Additional employee co-pay if approved specialist performs services.*



10. Vision Schedule of Benefits

A detailed listing of benefits can be found in the materials distributed during annual open enrollment. No benefit available through December 31, 2016 shall be discontinued because it is excluded from the table which follows:

Vision Plan B
Summary of Benefits

| Plan Feature | Participating / Non-Participating |
|---|---|
| Exam | 100%/$25.00 |
| Lenses<br>• Single<br>• Bifocal<br>• Bifocal progressive<br>• Trifocal | <br>100%/$20.00<br>100%/$33.00<br>100%/$40.00<br>100%/$47.00 |
| Frames | Retail allowance up to $70.00/$25.00 |
| Contact Lenses<br>• Medically necessary<br>• Cosmetic, replace single vision lens<br>• Cosmetic, replace bifocal lens | <br>100%/$135.00<br>Retail allowance up to $45.00/$45.00<br>Retail allowance up to $45.00/$45.00 |
| Frequency for Benefit | Exam + one pair of eye glasses or contact lenses once every 24 months |

Vision "Buy-Up" Option (Voluntary)
Summary of Benefits

| Plan Feature | Participating / Non-Participating |
|---|---|
| Exam | 100%/Reimbursed Up to $40 |
| Lenses<br>• Single<br>• Bifocal<br>• Bifocal progressive<br>• Trifocal<br>• Lenticular | <br>100%/$41.50<br>100%/$67.00<br>100%/$100.50<br>100%/$89.50<br>100%/$156.50 |
| Frames | Retail allowance up to $130.00/$29.50 |
| Contact Lenses<br>• Medically necessary<br>• Cosmetic, replace single vision lens<br>• Cosmetic, replace bifocal lens | <br>100%$135.00<br>Retail Allowance up to $71.00/$71.00<br>Retail Allowance up to $71.00/$71. |
| Frequency for Benefit | Exam + one pair of eye glasses or contact lenses once every 12 months |

11. All benefit programs available under this Sec. 5.2. shall be exempt from taxation as ordinary income in accordance with I.R.C. Sec. 125 or successor provision of the Internal Revenue Code.

12. The employer shall remit an annual payment of $650.00 (to be paid bi-weekly) to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a BCPSS Health Care Plan. If, after waiving coverage under any BCPSS Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of employment or deletion of benefits (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a BCPSS Health Care Plan and consequently relinquish the waiver payment. The employee must notify the BCPSS Employee Benefits Division within 30 days after a qualifying event occurs in order to enroll in a BCPSS Health Care Plan. The employer shall apportion the payment should an employee either enter or leave a BCPSS Health Care Plan within a calendar year.

13. The employer shall design and offer a High Deductible Health Plan with a Health Savings Account starting in January 1, 2019.

**B. Health and Welfare**

1. The employer shall contribute not less than $400 to a health and welfare fund which shall consist of life insurance, optical services and dental insurance. The optical program will include fashion frames as allowed. The Board will pay $25 toward the cost of physical exams.

2. The employer shall provide life insurance of $70,000.00.

3. The Joint Health Insurance Committee, named by the Board and named by the Union shall be established to review and report on quarterly usage and cost reports provided by the health plan administrators. The committee shall also assist in analyzing and the development of the RFP that will be subject to the Board's approval for the selection of plan administrators by the Board. This committee shall meet at least on a monthly basis and shall submit a quarterly report to the Board of School Commissioners. On a quarterly basis, the Health Insurance Program shall send to the Union all utilization, expenditures and financial data. The Board and the Union shall begin to jointly develop and implement a jointly administered wellness plan by no later than November 1, 2017 for implementation by July 1, 2018.

4. In the event an employee eligible under the FMLA or military leave is on leave without pay for personal illness, the Employer shall continue to pay its share of the cost of Blue Cross/Blue Shield PPN, Blue Cross/Blue Shield POS and HMO coverage for a period not to exceed ninety (90) days, provided the affected employee continues to assume his appropriate contribution for said coverage.

5. A. The health insurance vendor shall be selected by the Board through the process of competitive bidding. The process of competitive bidding is based on updated RFP's reviewed by the Union. Any health care vendor selected through competitive bidding must provide "At least the same level and type of benefit coverage" as provided under the 2013-2016 Agreement.

   B. In the event there is a dispute about whether "At least the same level and type of benefit coverage" is provided by any potential vendor, the following procedure shall be used to resolve that dispute:

   A tripartite panel including a representative of the Board, a representative of the Union, and a neutral third party that is acceptable to the Board and the Union shall, within five (5) working days of the declaration of a dispute, schedule a hearing(s) on this matter. The panel shall have fifteen (15) working days from the conclusion of the hearing(s) to issue a final and binding decision limited solely and exclusively to a determination of whether "At least the same level and type of benefit coverage" is provided by a potential vendor.

**C. Joint Health and Welfare Labor Study Committee**

1. The Prescription/Drug Program shall be considered a proper subject for the review.

2. In the event either the state or federal government pass legislation mandating all employers to participate in a national or statewide health care plan, it is agreed to by the parties to this Agreement that the employer contributions for the employees' health care that were negotiated into the Agreement prior to the passage of such state or federal law shall continue to be a part of this Agreement, but they shall upon the effective date mandating participation in such state or federal law, first be applied to the premium cost of such plan, with any remaining amount to be used to purchase supplemental coverage for any items covered under the current health care plan.

**5.4 Travel Allowance**

The employer shall provide a travel allowance at the rate established and published by the Internal Revenue Service (IRS) to those employees who use their personal automobiles for approved BCPSS business during the course of the work day.

**5.5 Master Teachers, Department Heads, and Coaches**

A. Master Teachers, Department Heads, and Coaches shall be compensated as set forth in their respective scales in the Addendums of this Agreement.

B. The Department Head of Physical Education responsible for Interscholastic Athletics shall be paid as a Department Head I and as a Director of Athletics.

C. If there is no Department Head of Physical Education responsible for Interscholastic Athletics, a procedure shall be developed by the Board and the Union to establish a list of employees who are qualified to fill Athletic Director positions. If a school qualifies by the number of staff for the position of Department Head, the Department Head and Director of Athletics shall be the same person.

Currently employed Department Heads of Physical Education who are serving as Directors of Athletics shall be held harmless.



## ARTICLE VI

## Teacher Employment

**6.1 Area of Assignment**

In order to ensure that students are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with regulations of the Bylaws of the Maryland State Board of Education and, in an emergency, to subjects or classes outside the scope of their teaching certificates, their major or minor fields of study or areas in which the teacher is not prepared to teach.

**6.2 Teacher Assignment**

A. No later than thirty (30) days prior to the end of the school year, all teachers shall be given an opportunity to voluntarily fill out preference sheets indicating their preferences, in order of priority, of grade level and type of program on that grade level, with the understanding that where reasonably possible such preferences will be honored.

B. Not later than the last work day for teachers in June all teachers shall be given written notice of their assignments for the forthcoming year. Teachers shall be given an opportunity to discuss their assignments with their Principals. If the Principal proposes changes to the assignment which may include transfer to another school, all teachers affected shall be notified promptly. Changes in teachers' assignments later than the fifteenth day of August preceding the commencement of the school year shall be made only in an emergency situation. An emergency situation shall be defined as provided for in Article I, Section 1.5.

C. No change in assignment during the school year shall be made without ten (10) school days notice and discussion prior to the change.

D. Any assignment in addition to or in lieu of the normal teaching schedule, during the regular school year, shall not be obligatory but shall be with the consent of the teacher. Such assignments will be given to teachers regularly employed in the school system on a rotating basis.

**6.3 Reduction in Force**

A. In any reduction of educational personnel necessitated as a result of budgetary actions, or declining enrollment, educational personnel shall be laid off solely on the basis of certification in the subject field assignment, qualifications, and on system-wide seniority counted from the most recent date of employment. The employee with the least amount of seniority shall be identified for layoff. In addition, an individual employee's second endorsement shall apply if the employee has teaching experience in the area of second endorsement and the Board has a need in a specific second endorsement subject area. A violation of this procedure only, may be the subject of a grievance. Decisions to layoff by the Board are not subject to the grievance procedure. Systemwide seniority shall be defined as per Article I, Section 1.5.

B. At least fifteen (15) days prior to finalizing the reduction in staff, the Board will meet with the Union to explain and discuss the proposed reduction. The Board will provide the following information:

1. A seniority list of all employees.

2. Statistics on attrition.

3. Information on certification.

C. The CEO and the Board of School Commissioners shall determine the areas in which recall is to take place and the number of persons to be recalled. Tenured teachers will be recalled first in reverse order of layoff. Non-tenured teachers will then be recalled. No teachers will be hired in areas where a layoff has occurred until the teachers laid off have been recalled, have declined, and/or failed to accept a recall. The right to recall shall expire two (2) years after the date of layoff.

D. At the time an employee is notified that he is to be laid-off, the Board shall advise him of his recall rights. Employees shall be recalled in reverse order of layoff. At the employee's request the Board shall supply information which will help such employee to qualify himself in another area.



E. The Board shall notify surrounding district(s) of the layoff and that affected employees are available for employment.

F. The Board shall give each employee notice of recall either by certified or registered mail to the last known address supplied by the employee, and the employee must respond to such notice in some verifiable manner within fourteen (14) days after receipt thereof. If an employee fails to respond within the required time, the employee shall be deemed to have terminated his employment with the Board.

G. Any employee who has been laid off in accordance with the layoff procedures and is recalled shall be resumed to his position or a vacant position with all the rights and benefits due him prior to his layoff. This shall include, but not be limited to, seniority status and tenure.

## ARTICLE VII

## Teacher Hours and Working Conditions

**7.1 School Year**

A. The Board shall determine the starting dates for new teachers and returning teachers for the school year after an evaluation of the prior school year and in consultation with the Union.

At the beginning of the school year, at least the equivalent of one (1) full day in at least half day increments shall be guaranteed for teachers to prepare their room, with no meetings or other assigned responsibilities.

1. The length of the school year shall be one hundred and eighty (180) days for students

2. The length of the school year shall be a maximum of one hundred and ninety (190) days for teachers.

B. There shall be two (2) breaks during the school year, each of no less than five (5) working days. One break shall be in the month of March or April or both. One break shall be in December.

**7.2 School Week**

The school week for secondary teachers and those teachers in departmentalized and middle schools shall be in accordance with the following chart showing various scheduling options and except in cases where school faculties indicate otherwise, five (5) forty-five (45) minute duty-free lunch periods.

| Teaching Periods per week | Preparation Periods Per week |
|---|---|
| 25 (8 period day) | 10 |
| 25 (7 period day) | 5 |
| 20 (5 period day) | 5 |
| 15 (4 period day) | 5 |

**7.3 School Day**

A. The length of the school day shall be seven (7) hours and five (5) minutes inclusive of the arrival and departure time.

B. The reporting time for elementary school and K-8 school teachers shall be fifteen (15) minutes prior to the time designated as the official homeroom period. The reporting time for high school and middle school teachers shall be ten (10) minutes prior to the time designated as the official homeroom period. In the event there is no homeroom period during the instructional day or there is no homeroom period, reporting time for elementary school and K-8 school teachers shall be fifteen (15) minutes prior to the beginning of the student instructional day and ten (10) minutes for high school and middle school teachers. Leaving time shall be upon the completion of the teacher's responsibility but in no event less than ten (10) minutes for elementary school and K-8 school teachers and no less than five (5) minutes for high school and middle school teachers after the conclusion of the instructional day.

C. It is further agreed that the teacher will provide extra time either within or outside of the teacher's school day for the benefit of the needs of his students as shall be determined by the teacher.

D. For the purposes of leaves (i.e., sick, personal) a half-day of leave time shall be defined as three (3) hours and thirty-two (32) minutes minimum, from the start of or prior to the end of the work day.



E. A joint committee composed of three (3) members appointed by the Board and three (3) members appointed by the Union shall meet within thirty (30) days of the date of the ratification of this Agreement to address the additional salary payable to members of the bargaining unit for work performed beyond the seven (7) hour and five (5) minute duty day and/or beyond the one hundred and ninety (190) duty day school year at every Charter, Transformation, Innovation, New Schools Initiative, Turnaround School, Restart, or any other newly created school that operates with an extended school day and/or extended school year. A specific Memorandum of Understanding for each such school shall be negotiated no later than August 15, of each school year.

**7.4 Lunch Periods**

Every teacher in the elementary and secondary school shall be entitled to a daily, duty-free, uninterrupted forty-five (45) minute lunch period; but where the pupils have a regular lunch period of less than forty-five (45) minutes due to modular scheduling, the duty-free period shall coincide with such regular periods of less than forty-five (45) minutes. The above does not preclude the right of individual faculties to shorten the lunch period so long as there is a minimum of three-fourths (3/4) of the faculty in agreement with the arrangements as well as with the appropriate adjustment of the time. The faculty vote will be by secret ballot. However, in no event shall employees have less than a thirty (30) minute duty-free, uninterrupted lunch period unless the students have a regular lunch period of less than thirty (30) minutes, in which case the duty-free period shall be the same as the regular lunch period.

**7.5 Teaching Schedules**

A. Secondary teachers shall not be required to teach continuously for more than three (3) periods, nor three (3) hours where double periods are used. Elementary teachers shall not be required to teach continuously for more than three (3) hours.

B. Every effort shall be made to see that no secondary teacher is required to teach more than two (2) different subjects or grade levels.

**7.6 Class Size**

Pupil-teacher ratios/class size shall be established by BCPSS each year based upon financial and student needs. Class size as reported in the budget shall be posted.

**7.7 Class Coverage**

Teachers, including but not limited to classroom teachers, special area teachers, and clinicians, shall not be required to take another teacher's classes except in an emergency. Examples of an emergency are the following: a sudden illness of a teacher during the school day, or awaiting the arrival of an obtained substitute, and other situations mutually accepted by the teacher and the principal.

**7.8 Available Preparation Time**

A. The Board will provide three (3) forty-five (45) minute preparation periods per week for all elementary school teachers.

B. When children are under the supervision of the physical education teacher, librarian, music resource teacher, or art resource teacher, the classroom teacher, at his option, may leave the teaching area and use that period as a preparation period. The teacher shall not be assigned any other duty at that period.

C. The Board will maintain a list of substitute teachers who will be used for resource teachers' absences. This list should be available to each principal.

D. Each school having a rescheduled day shall allow thirty (30) minutes of that time for teacher preparation and planning.

E. Collaborative Planning

1. For secondary schools that have scheduled more than the five (5) preparation periods per week set forth in Article 7.2, principals may use one (1) of the additional preparation periods for collaborative planning.

2. For secondary schools that have not scheduled more than the five (5) preparation periods per week set forth in Article 7.2, principals may use one (1) of the five (5) preparation periods for collaborative planning.

3. For elementary schools that have scheduled more than the three (3) preparation periods per week set forth in Article 7.8A, principals may use one (1) of the additional preparation periods for collaborative planning.



4. If BCPSS desires to have a collaborative planning period in an elementary school, it shall add a fourth preparation period which may be used for that purpose.

5. If the number of a teacher's weekly preparation periods is reduced due to an unforeseen circumstance, that teacher's preparation time will not be further reduced for collaborative planning.

**7.9 Non-Teaching Duties**

The Board acknowledges that a teacher's primary responsibility is to teach and that his energies should be utilized to this end. Therefore, the Board agrees that teachers shall not be required to perform the following:

- School cafeteria duty
- Before-and after-school playground duty
- Lunchtime playground duty
- Collection of money for insurance, savings stamps, charities, and PTA dues
- Accessioning library books
- School-wide detention duty
- Lavatory duty
- Office duty
- The duplication of school-wide or departmental teaching materials.

To eliminate problems within the school related to safety and/or discipline, the teachers and the principals will meet to develop a plan.

**7.10 Transportation**

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor.

**7.11 Substitutes**

A. No teacher shall be required to obtain the services of a substitute in the event of his absence. In the case of a scheduled absence, however, the teacher may assist in securing a substitute.

B. Members of the bargaining unit, unable to report to work, will be able to call the pertinent information to a particular telephone number established for this purpose.

C. Except where there is a budget control freeze or where funds are not available for permanent filling of a position, a long-term substitute position shall not be used as a replacement for any recall procedure.

D. Provided funds are available, substitutes shall be provided for resource teachers in the event of illness for a full school day.

**7.12 Split Classes**

Every effort will be made to minimize the use of split classes in elementary schools. This is not intended to preclude experimental, innovative, or specialized classes. A "split class" for the purpose of this section is a mixture of elementary pupils from different defined grade levels assigned to one teacher or one room for a continuous and extended period of time.

**7.13 Classroom Interruptions**

Classroom interruptions shall be kept to a minimum. Principals shall establish schedules for the use of the intercom services in each school, including staff use. The schedule shall be posted. Deviations from the schedule shall be made only in an emergency or when other means of communication are not possible or feasible.

**7.14 Determination of Grades**

A. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Baltimore City Public School System based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible.

B. Once a teacher has provided evidence documenting a grade, no undue pressure should be applied to the teacher by the principal in an effort to force the teacher to change that grade.



C. If a principal of a school feels it is necessary to change a pupil's grade in any subject at the end of the grading period, the principal shall consult with the teacher who issued the original grade and give his reasons in writing for the necessary change to the teacher. If a change in grade is made, it shall be recorded and logged (on a log kept by the Area Academic Officer) as the principal's grade and not the teacher's grade.

**7.15 Meetings**

A. The principal and/or other administrator and the Union Chapter Committee in each school shall meet at least once a month during the school year, or additionally if mutually agreed, to discuss areas of concern. No decisions reached in these meetings will modify or alter the terms of this Agreement. No more than five (5) members of the Union Chapter Committee shall attend these meetings.

B. Teachers shall be required to attend one (1) faculty meeting per month for no more than one (1) hour in length. The notice for faculty meetings shall be given to the teachers involved at least three (3) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda if such desire is expressed to the principal at least two (2) days prior to the meeting. The agenda shall be posted one (1) day prior to the meeting.

C. For the purpose of familiarizing teachers new to the system with the bargaining representative and collective bargaining Agreement, the Union shall be provided with reasonable time on the agenda to address such employees at an orientation meeting or training program scheduled by the Board. The Board shall notify the Union at least five (5) days prior to the scheduled meeting. The Union shall communicate a confirmation of its intent to appear at the meeting within twenty-four (24) hours of the Board's notice.

D. The Union recognizes the need for increased participation by parents in the education process of their children. If parent/teacher organization meetings are scheduled, teachers shall be required to attend three (3) meetings a year. Teachers shall have input as to the agenda and time of the meeting.

**7.16 Lesson Plans**

A. Teachers responsible for the instruction of students shall prepare lesson plans as an essential part of their teaching responsibilities. The format and organization of lesson plans are best determined by the individual teacher. Every lesson plan should include an indication of the objectives, content materials and procedure for reference. The principal or supervising administrator may suggest a particular format or organization. However, where the principal has personally substantiated need for specific organization of lessons plans, the teacher may then be required to utilize a suggested form in the preparation of lesson plans. The request for daily lesson plans should not be used as a disciplinary measure.

B. Any request to review a teacher's plan book shall be made directly to the teacher. If problems exist the result of the review will be discussed with the teacher in a personal conference.

C. Probationary teachers may be required to follow a particular form of lesson plan for the first two years.

D. Students with disabilities may be instructed by special education and/or general education teachers. BCPSS shall identify these students, and it shall deliver a current Individualized Educational Plan (IEP) to the teachers to whom the students are assigned. A teacher's lesson plans must reflect the last IEP for the student that is delivered to the teacher. This requirement may be satisfied by placement of a copy of the last IEP with the Lesson Plan Book.

E. BTU and BCPSS shall monitor application of Sec. 7.16.D.1. of this Agreement through the Joint Committee that is organized under Sec. 18.12.A.

**7.17 Rescheduled Day**

The rescheduled day is an effort to provide staff with continuous and uninterrupted time during the school day for staff development activities, workshops, and seminars which cannot be scheduled because of time constraints within the regular work week. Decisions regarding rescheduled day activities shall be made jointly by the school administrator and the faculty.



**7.18 State Mandated Assessments**

BCPSS shall make available in the schools in which the teachers are expected to administer the State Mandated Assessments copies of all current reference books and manuals that are prepared for teachers by MSDE about the State Mandated Assessments. BCPSS shall notify teachers in the schools about conferences or training programs organized by MSDE about the State Mandated Assessments in which teachers may participate.

**7.19 School Based Options**

The Board and the BTU have jointly agreed to the following terms regarding School Based Options "SBO":

**A.**

- The CEO and the BTU President shall monitor SBO waivers and implementation.
- The Joint Governing Panel shall assist the SBO waiver process and implementation.
- An independent audit and electronic online survey will be conducted yearly with input by the BTU on content of survey, scope of the audit and the final report.
- All schools are available for full implementation of SBO subject to CEO and BTU President monitoring of SBO waivers and implementation.

**B. Safeguards & Protections**

1. SBO limitations
   - SBOs shall be limited to selected parts of Article VII – specifically sections 7.1, 7.2, 7.3., and 7.8.
2. Implementation of SBO
   - Any additional hours or school days worked as a result of SBO votes shall be paid pro-rata at the contract rate.
   - 80% vote of teachers is required by secret ballot vote.

- All proposals for contract waivers must be submitted to the CEO and the Union President fourteen (14) days prior to a vote on the waiver.

- Vetoes (Vetoes can be implemented *before* submission of SBO to teachers for vote) by the:

  o Building rep

  o BTU president

  o CEO

- Unless renewed all SBO's shall sunset at the end of the school year.

- There shall be no more than one (1) waiver of any contract provision per vote.

- There shall be no retaliation or arbitrary or capricious action by principals against any teacher, including, but not limited to, negative evaluations or transfer out of school for any position taken on an SBO issue.

- The Board will comply with Article 6.2.B.

**C. Charter Schools**

If a charter school's authorization includes an extended school day, the procedures of Section 7.19.B shall not apply; however compensation for the extended school day shall be negotiated pursuant to Section 7.3.E. If a charter school's authorization does not include an extended school day, but the charter school seeks to add an extended school day to its program, the procedures of Sections 7.19.B and 7.3.E shall apply.

**7.20 Workload**

The parties agree to form a committee with equal representation from the Union and the Board to consider teacher workload and the impact on student learning and shall report the outcome to the CEO.



## ARTICLE VIII

## Teacher Facilities, Materials, Supplies, and Equipment

**8.1 Furniture**

Newly ordered desks will be capable of being locked. The Board will provide each teacher a serviceable desk, chair, and access to a telephone for school business purposes. A telephone will be made available for teachers to use for school business. Teachers and principals shall arrange this use to provide reasonable privacy during the call. During the work day, teachers may make personal phone calls only if the calls cannot be made at any other time.

**8.2 Restrooms**

The Board will provide, within physical constraints of existing buildings, accessible, well-lighted, clean restrooms with adequate sanitary facilities including toilet paper for exclusive use of teachers.

**8.3 Dining Facilities**

The Board will provide, within physical constraints of existing buildings, a separate dining area for the use of teachers.

**8.4 Supplies**

A. Principals and/or administrators in charge shall advise the faculty of the amount of funds available to the school for the purchase of supplies and materials. On or before a specific date to be established in each school, each teacher may submit in writing to the principal a suggested list of supplies and books for his/her pupils. Upon request, a teacher may review the actual order placed for textbooks and supplies.

B. Textbooks in the schools which are ready for distribution will be made available for use during the first full week of the school year to teachers who have need of them.

C. If supplies are in the school, they shall be made available to teachers as needed.

**8.5 Instructional Materials**

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and

questionnaires, computers, and similar materials are the tools of the teaching profession.

B. Efforts shall be continued to seek and use instructional materials which reflect the contribution and presence of diverse ethnic and cultural groups.

C. 1. Selection of instructional materials for each school shall be made by a committee of teachers chosen by the faculty within that school.

2. On a City-wide basis, a central committee for each discipline shall be established jointly by the Union and BCPSS for book selection on all levels in which at least half of the committee shall include teachers from each Area of which no fewer than two (2) of the total number of teachers on the committee shall be appointed by the Union.

3. For each school year, the committee referred to in Sec. 8.5.C.2 shall be composed of as many Union appointed teachers as specified above as long as the committee retains at least some teachers that had prior experience on such committee.

D. The Board shall provide a teacher reference library in each school and include therein teacher reference materials which are reasonably requested of the school and which are within the allocated budget of the school.

E. Small but selective libraries shall be established for each secondary classroom. The Board shall allocate some library funds for the purchase of books and periodicals chosen by the classroom teacher for teaching purposes.

F. Funds allotted to the shop and vocational programs shall be used exclusively for those designated purposes.

G. The Board shall provide all teachers assigned to laboratory and shop classes with protective clothing and safety equipment, required by local, state and federal law.

**8.6 Classrooms**
The Board shall be responsible for maintaining a standard of cleanliness in each teacher's classroom.



**8.7 Sanitary and Health Related Supplies**
The Board shall supply appropriate sanitary and health related materials such as rubber gloves, bleach and disinfectant as required by the Health Department or other local, state or national agencies to meet the universal health standards.

**8.8 Infectious Diseases**
BCPSS shall adhere to OSHA and MOSH standards, and to all accepted public health protocols, to assure adequate work place protection for personnel potentially exposed to infectious diseases such as, but not limited to, tuberculosis, hepatitis, whooping cough (pertussis), meningitis, ringworm, conjunctivitis, and HIV/AIDS.

**8.9 Emergency Closing of Schools**
In the event that a school must be closed due to emergencies resulting from unforeseen problems with the physical plant, BCPSS shall make reasonable effort to notify teachers of their alternate assignments before reporting time.

In the event that all schools are closed due to a weather or other emergency, employees assigned to School Headquarters at North Avenue may take liberal leave if School Headquarters is open.

**8.10 Mold in BCPSS Buildings**
BCPSS shall adhere to OSHA guidelines on mold. If any mold growth is found, it shall be promptly remediated pursuant to OSHA guidelines.

## ARTICLE IX

## Evaluation

**9.1 Evaluation**

A. A copy of the Board's revised Performance-Based Evaluation System (PBES) approved on September 23, 2003, and any subsequently revised PBES shall be distributed by the employer to each teacher at the beginning of each new school year.

B. The Board and the Union agree that because it is official Board policy, the success of the current PBES and any subsequently revised PBES shall require all BCPSS staff and administrators to faithfully undertake the roles and responsibilities that are described in the document, and all staff and administrators also must carefully follow each of the steps contained therein.

C. Tenured and non-tenured teachers shall be notified of a year-end unsatisfactory performance evaluation on or before May 1. No unsatisfactory performance evaluations may be issued after that date.

D. The principal will make every effort to perform at least one classroom observation in the case of an unsatisfactory evaluation.

E. The process for evaluations shall remain the same: teachers shall continue to be evaluated by school-based personnel; clinicians and others shall continue to be evaluated by specialists in their fields. In accordance with State guidelines, BTU and the Board shall negotiate that portion of the evaluation tool that is not determined at the State level.

F. Principal Training

1. The Board shall require contract training with all principals (collaborative with BTU and the Office of Human Capital).

2. The CEO or designee and the BTU President or designee shall organize required training for all principals on professional development for effective, fair, objective, and consistent teacher evaluations.

**9.2 Certification**

A. Certified employees shall be obligated to give the same notice to the Board as is required by COMAR Sec. 13A.12.05.03. (Suspension and Revocations – Reporting Procedures).

B. The Board shall accept documentation for the renewal of a certificate within one hundred (100) days of the date listed under "Period of Validity" on the certificate. If a teacher submits the necessary documentation for renewal of a certificate before the expiration of the certificate, the Board shall not offer the teacher a conditional certificate. The Board shall submit to the Maryland State Department of Education documentation received from teachers for renewal of a certificate within ninety (90) days of the expiration of the certificate.



**9.3 Notice of Appeal**

When BCPSS issues an unsatisfactory evaluation to a teacher, and when either the CEO or BCPSS issues a notice to a teacher of re-certification to a second class certificate, BCPSS shall include in that correspondence to the teacher a notice that advises the teacher of possible grievance and appeal rights under State law, the Board's policies, COMAR, and the Negotiated Labor Agreement.

## ARTICLE X

## Transfers

**10.1 Voluntary Transfers**

A roster shall be developed and maintained throughout the year of those teachers who request transfers. This roster will be used to select teachers for transfers at the end of the first semester and/or for the following school year. Teachers requesting transfers shall list their choices of new assignment in order of priority. Teachers shall be placed on the roster in order of their qualifications, and the filing dates of their transfer requests. If equally qualified candidates file on the same date, system-wide seniority shall be used to determine their placement on the roster.

All requests shall be processed by the Chief Human Capital Officer. If a teacher does not receive a requested transfer, he shall be notified of the reason in writing and his name shall remain on the transfer roster. On a quarterly basis, the Chief Human Capital Officer shall send the Union a copy of the updated transfer list. No voluntary transfer shall be denied for reasons that are arbitrary, capricious, unreasonable or based on personal preference.

**10.2 Involuntary Transfers**

Involuntary transfers shall be made in such a way as to prevent undue disruptions of the instructional programs. Such transfers may result from a Principal's recommendation, as appropriate, and then to the Chief Human Capital Officer, a directive of other governmental agencies, compliance with staffing requirements defined by the Board of School Commissioners, or judicially imposed.

When an involuntary transfer results from directives of other governmental agencies, it shall be made on the basis of the system-wide seniority of the teachers within the affected school. Teachers shall be notified of a transfer at least ten

(10) school days prior to the effective date of the transfer, unless by law, the special education teacher is required to be transferred in less than ten (10) school days. A teacher may request a meeting with the persons responsible for the transfer. This meeting (the three (3) day meeting), if requested, shall take place within three (3) school days of the transfer notice. The teacher shall be provided with the reasons for the transfer at this meeting. If unsatisfied with this meeting, the Union may request an additional meeting with the appropriate administrator to further discuss the reasons for the transfer. Reasons shall not be arbitrary, capricious or unreasonable. The Board and Administration will make every effort to minimize the number of involuntary transfers. Both parties will strive to accomplish all meeting requirements within the same ten (10) day period. If a three (3)day meeting is requested, the transfer shall not be carried out until after the three (3)day meeting and subsequent appeal meeting with the Instructional Leader Executive Director, the Executive Director of Secondary Schools, or appropriate BCPSS administrator have taken place.

## ARTICLE XI

## Promotions

**11.1 Promotions**

A. It is the policy of the Board to select the best qualified applicant for a promotion.

B. The Board and the Union acknowledge that a promotional policy has been adopted. If any changes are proposed for this policy, the Union will have full participation and involvement in any discussions.

C. A promotion is the movement of an employee to a higher level of responsibility, authority, or range of duties resulting in a higher annual salary.

D. Notice of all promotional and professional opportunities during the school year shall be posted in all schools and/or the BCPSS website. Notice shall be posted in all schools and/or the BCPSS website at least fifteen (15) work days prior to the closing date for applications. In the event such opportunities arise outside the school year, the Board shall notify the Union twenty (20) calendar days prior to the closing date for the application.



E. The posting shall include a description of the duties, the required qualifications, location, salary range, deadline for submission of application, and any other pertinent information.

## ARTICLE XII

## Academic Freedom

**12.1 Academic Freedom**

The Board will continue to recognize that the personal life of a teacher is not an appropriate concern and shall not warrant the attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the work day. Teachers will be assured freedom of individual expression and protection from censorship or restraint which might interfere with their obligation to present fairly all sides of issues in their teaching functions.

## ARTICLE XIII

## Teacher Protection

**13.1 Teacher Protection**

A. If a teacher, in connection with his employment, is subjected to assault or battery, he shall immediately report the incident and the circumstances to his Principal. The Principal shall forward the report to the Executive Director of Elementary/Middle or Secondary Schools, as appropriate, with a copy to the Union.

B. A student involved in an assault on a teacher may be removed from the school by the Principal or other appropriate administrator in accordance with Board rules and State law.

C. The alleged assault will be promptly investigated. The report of this investigation shall be forwarded to the Board and to the Union . The teacher has the right to have a conference with the appropriate Executive Director prior to a decision relating to the student's placement in the school. If there is an objection to the placement decision, the teacher has the right to request a fair hearing.

D. If the assault is by a pupil or a non-pupil and the teacher wishes to file criminal charges, the Principal or their

appropriate staff will promptly report the incident to the proper law enforcement authorities.

E. In either case (pupil or non-pupil), the Board agrees to cooperate with the teacher by complying with any lawful request by the teacher for information in the Board's possession relating to the incident or the person involved.

F. In cases involving an assault upon a teacher, the security officer shall, upon request of the teacher involved, provide the necessary advice and assistance including assistance in securing proper warrants, investigation of assaults, filing of juvenile petitions, calling for Police Department assistance, accompanying the teacher to court and sharing information relevant to the assault incident.

G. If a teacher files criminal charges against a student, the student shall not return to the teacher's class until after final determination of criminal charges. In any event, the Board shall attempt to place the student in another school pending final determination. In all cases the actions described herein are subject to the order and direction of appropriate judicial authority.

H. A joint committee of three (3) Union representatives and three (3) Board representatives shall be established to study and propose responses to the issues of teachers' personal property destroyed, stolen or damaged by students or others on school property, as a result of accident, vandalism or theft. The committee shall issue findings and recommendations to be presented to the CEO for his/her consideration.

**13.2 Liability Insurance**
The Board shall provide comprehensive liability insurance to any teacher in accordance with State law. Such insurance shall provide, within the limits of the coverage, indemnification against damages sustained by him by reason of an action or claim against him arising out of his employment.

**13.3 Legal Counsel**
If criminal or civil proceedings are brought against any teacher as a result of any action or inaction on the part of the teacher during the course of his employment, the Board shall furnish in accordance with State law legal counsel to defend him in such proceedings upon his request.



**13.4 School Visitors**
The present policy for visitors in the school building shall continue in effect. This policy provides for visitor registration, proof of identification, and statement of business, under penalty of law (cf. Baltimore City Code Article 18, Section 1-38). Teachers shall be notified prior to visitors being sent to the classroom. Efforts will be made to escort visitors when appropriate.

**13.5 Safe Schools and Secure Schools**
The Board shall maintain safe and secure schools. The Board shall continue to institute safety procedures including visitor passes, school police officers, when appropriate, student identification badges in senior high schools and any other preventive measures including adequate and operational public address systems in every school.

There is a strong connection between discipline and academic success. When a student becomes a disciplinary problem through actions or non-attendance, the student risks falling behind in the learning process. Students who experience continuing behavior problems may be recommended for an alternate education program suited to the student's specific needs and in compliance with federal and state special education mandates.

BCPSS shall continue to monitor schools in an effort to improve safety and security in the schools, and to take such action as may be appropriate such as its recent allocation of funds for school security.

**13.6 HIV Policy**
The Board will follow the policy guidelines for management of children with AIDS and/or HIV and HIV-related illnesses. The Union shall be notified prior to any changes in these guidelines.

**13.7 Employee Assistance**
A. The Board shall institute an EAP program which provides for mental health counseling, treatment for alcohol and drug abuse and treatment for stress-related illness. These services shall be available on a voluntary basis and without cost to the employee although, if voluntary, they may be funded in part by the employee's health insurance benefits under 5.2 of this Agreement.

B. All employees using the EAP shall be assured confidentiality. Without prior consent from the employee, an employee's medical records from the EAP cannot be used to justify or document discipline or removal from service. There may be Medical Review Officer (MRO) review of fitness for duty, and the MRO may report the MRO's overall conclusions.

**13.8 Diversion Program**

The Board shall continue to sponsor the Diversion Program that it administers in conjunction with the Office of the State's Attorney for Baltimore City. Consistent with the memorandum entitled Introduction/Purpose Diversion Counseling Program dated April 23, 1999, the Diversion Program shall provide group counseling for bargaining unit members who either are in the process of being charged or who are charged with an offense committed during the course of their employment against a minor who is a public school student. The counselor who leads the meetings shall be selected, jointly, by the Office of the State's Attorney for Baltimore City, the Board and the Union. In necessitous circumstances, BCPSS, with the participation of the State's Attorney and the Union, may alter the program.

## ARTICLE XIV

## Professional Development

**14.1 Tuition Reimbursement**

A. The Board shall pay a portion of the cost of tuition fees for courses taken by teachers up to and including twelve (12) credit hours per school year in an educational field or related area approved by the Board. Tuition reimbursement payments by the Board shall be taxed only as required by IRS rules and regulations. Reimbursement will be in accordance with the following percentages:

1. Up to and including Master's Degree – 75% tuition reimbursement

2. Beyond Master's Degree - 50% tuition reimbursement



B. Teachers with less than five (5) years of continuous service receiving tuition reimbursement shall be required to remain an employee of the Board for two (2) school years following the reimbursement. Teachers with more than five (5) years of continuous service shall be required to remain an employee of the Board for the entire year following the reimbursement. In that regard, the teacher shall be required to sign a reimbursement agreement. Teachers with less than five (5) years of continuous service who voluntarily terminate employment shall return 75% of all tuition reimbursement monies to the Board for the previous two (2) school years. Teachers with more than five (5) years of continuous service who voluntarily terminate employment shall return 100% of all tuition reimbursement monies to the Board for the previous semester. Teachers who retire from the BCPSS are not required to reimburse the Board.

C. Teachers who minimally hold a standard professional certificate and who obtain a post graduate degree in a critical shortage area as identified by BCPSS (e.g. math, science or special education) will receive a $1,500 payment not to be added to the base rate. Such payment shall be paid at $500 per school year, in June, over a three (3) year period. Only full time classroom teachers are eligible and payment shall be contingent upon the teacher receiving a satisfactory evaluation each year.

D. The grade requirement for tuition reimbursement shall be "B" or better.

E. Applications for course approval and proof of passing shall be hand delivered (receipt provided) or made by certified mail to the Office of Human Capital, Attention: Tuition Reimbursement, 200 E. North Avenue, Baltimore, Maryland 21202.

F. The deadlines for submitting applications for approval of tuition reimbursement shall be as follows:

1. October 1 – Fall semester

2. February 1 – Spring semester

3. July 1 – Summer semester

Note: A tuition payment statement or bill with a canceled check must accompany the completed application. Should any deadline fall on a weekend or holiday, applications shall be due the following workday.

G. The Board shall notify all applicants of course approval within fourteen (14) calendar days of application.

H. If all appropriate information and documentation that a course has been passed is completed and submitted by the specified deadline in Article XIV, Section E & F, payment for tuition reimbursement shall be made within forty (40) school days.

**14.2 Professional Development**

A. The Board and the Union mutually recognize the importance of professional development, and that it must be designed and delivered to teachers at all levels. To that end, the parties agree to work together to provide professional development for teachers that is focused on content and pedagogy, is research-based, work related, continuous and consistent with the goals and objectives of the Master Plan of BCPSS. Professional development must be designed and delivered to assure/promote:

1. Individual and school improvement;
2. Improved student achievement;
3. Implementation of strategic plans;
4. Compliance with MSDE mandates; and
5. Achieving goals and objectives of the Board's Master Plan.

B. Important to the success of professional development and the performance based evaluation system is the commitment of each teacher to meet or exceed the requirements and criteria set forth by the Board. It is understood that all teachers are mandated to participate in the ten (10) days of scheduled professional development activities as designated in the approved school calendar. Clearly, the commitment of each teacher to meet or exceed the Board's criteria is essential to the success of the professional development program and to the performance based evaluation system.



C. A Joint Committee of no more than three (3) employees designated by the Board and three (3) Union representatives shall be formed to make educationally appropriate decisions regarding teacher professional development. The first meeting of the Joint Committee shall be convened by August 15th.

1. The Joint Committee will work cooperatively to develop a system-wide menu of recommended professional development opportunities.
2. Outcomes/programs recommended by the Joint Committee shall be made in writing to the Chief Academic Officer (CAO) by September 15th.
3. The CAO shall have the final authority to approve items submitted by the joint Committee. If the Joint Committee's recommendation(s) are modified or rejected, the CAO shall provide the reason(s) in writing to the Joint Committee within ten (10) days.

**14.3 Individual Development Plans (IDP)**

A. Each year every teacher shall submit a plan for individual professional development to his/her Principal as part of the Performance Based Evaluation System. The approved IDP is intended to provide teachers with an opportunity to design their own professional growth plans based on their individual needs and personal goals, except as noted in 14.3 B. The IDP shall be updated annually and must demonstrate improved levels of skill and knowledge in subject content and classroom practice.

B. If a teacher's observation(s) include specific recommendations designed to address an identified area(s) of needed improvement in the teacher's performance, the IDP must address the identified area(s) of need through the performance improvement process. Recommendations must be directly related to the teacher's classroom performance.

C. Teachers may choose professional development opportunities offered through the Board, the BTU Teacher Center or through other programs designed to address performance improvement.

## ARTICLE XV

## Leaves of Absence

**15.1 Communicable Disease**

A. An employee who is absent because of contact with a communicable disease which requires isolation under the City Health Code, but who does not have the disease himself, shall be paid full salary for such time as the Health Commissioner of Baltimore City declares the staff member subject to isolation.

B. When an employee has contracted a communicable disease as defined above including Tuberculosis, Chicken Pox, Hepatitis, and Measles and there exists a number of cases of that disease among those students with whom the employee has had direct contact, as determined by the School System's Medical Officer, that employee shall suffer no loss of pay or accumulated sick leave for any days that the employee is absent from school. Prior to approval of this leave with pay, medical verification of the employee's illness shall be required.

C. Tests required by the Board to vaccinate or diagnose such diseases shall be paid for by the Board.

**15.2 Sick Leave**

A. Each employee shall be granted sick leave with pay during leaves of absence because of personal illness. Teachers shall at the beginning of each school year be credited with fifteen (15) work days of sick leave. Any unused sick leave shall be carried forward from year to year and accumulated up to a maximum of three-hundred and fifteen (315) days.

B. Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from childbirth. The Board and the Union recognize that there is a presumption that this disability will occur in most cases for a period of four (4) weeks before and six (6) weeks after delivery. Upon termination of such disability, the teacher must return to work unless she resigns or requests a leave of absence.

C. A full time teacher shall have four (4) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave. In the event that both parents are Board employees, they may divide the use of paid adoption leave between themselves or either one may use the full four (4) weeks. In order to receive this leave, an employee must complete a Request for Leave Form and attach documentation from the adoption agency.

D. Up to five (5) days of accumulated sick leave may be used by the teacher in the case of illness in the teacher's immediate family as defined in Board rules.

E. Whenever medical verification is required as a result of the present Board policy, said verification shall only state that the employee was absent for medical reasons and is now capable of returning to work.

F. Sick Leave for new teachers shall be at the rate of ten (10) days per year for the first two years. When the new teacher receives their election to tenure they will receive 5 days for each of the two years (a total of 10 days) added to their sick leave total.

**15.3 Sick Leave Conversion**

**A. Annual**

1. The sick leave year for conversion purposes begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year.

2. For conversion purposes, a teacher's annual sick leave allotment will be treated as if the total number of sick leave days given for the year were divided by the total months of employment during a year and subsequently credited monthly. The posting of the full allotment of sick leave days on September 1st has no affect on this process.

3. For every four (4) days of sick leave accumulated during the sick leave year, an employee may convert one (1) day to cash, at his rate of pay at the time of conversion, and retain the remaining three (3) days in his sick leave account. A maximum of three (3) days of sick leave may be converted to cash. An employee's days of personal business leave which, unused, have been accumulated as sick leave is not subject to annual sick leave conversion.

4. An employee may convert to cash either all or none of the days to which he is entitled. Conversion of only some of the days to which an employee is entitled is not allowed.

5. Payment for sick leave conversion will not be included in the employee's regular salary check, but will be made by a separate check. These checks will be issued no later than December 24 each year, and will include the usual deduction for taxes and Social Security.

**B. Upon Termination**

In addition to the above sick leave conversion, employees who are pensioned or who elect to terminate their BCPSS service without pension and have completed at least twenty (20) years of service, regardless of age, shall be entitled to convert one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of their retirement and/or termination from BCPSS service.

**15.4 Sick Leave Bank**

A. The Sick Leave Bank will continue in effect.

B. Effective July 1, 1980, membership in the bank was voluntary for all employees. Thereafter, all new employees who request membership will be assessed one day of sick leave for deposit in the bank.

C. A member of the bargaining unit may participate in the bank only after:

1. Filing application with the Sick Leave Bank Committee;

2. Submitting satisfactory medical evidence of the illness;

3. Submitting evidence of having exhausted all accumulated leave;

4. Satisfying such other criteria as may be established by the joint committee which includes an evaluation of the teacher's past sick leave usage record.



D. A joint committee of six (6) members, half named by the Board and half named by the Union, will administer the Sick Leave Bank and establish specific procedures for its utilization.

E. Any employee who contributed one day to the Sick Leave Bank shall not be charged a sick leave day for the purpose of sick leave conversion. The day will be drawn from the prior year's accumulated sick leave, except in the event that the employee has no sick leave, in which case that day will be drawn from the current year.

F. New employees must join the Sick Leave Bank within the first thirty (30) days of their employment or lose their right to do so.

G. Employees may relinquish their membership in the sick leave bank at any time; if they do so, however, they will lose both their contribution in the Sick Leave Bank and their right to rejoin the bank at a later date.

H. A member will lose the right to utilize the Sick Leave Bank if his employment with the Baltimore City Public School System is terminated.

I. All contributions will remain in force and cannot be returned even upon cancellation of a membership. In no case will the granting of leave from the bank cause a member to receive more than his or her annual salary.

J. All unused sick leave days in the bank at the end of a school year shall be carried over to the next school year.

**15.5 Job-Related Injury**

A. Employees who sustain injuries occurring in connection with their assigned duties and not as a result of their own negligence shall be eligible for leave of absence without loss of pay up to a maximum of one year from the date of the job-related injury. The leave is subject to the approval of the Board's MRO or designee. The employee shall submit to re-examination by the Board's MRO or designee periodically as required, but at least every three (3) months. In any case where the injury requires an extended leave of absence the Board may request that the employee be considered for retirement because of accidental disability.

No employee shall be entitled to receive Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving his or her full salary for job injury leave as outlined above.

B. Absence due to disability resulting from an assault will be covered by an assault leave. This leave will not be charged to sick leave. The teacher will be in full pay status for the duration of the disability.

C. There will be a Joint Union/BCPSS Oversight Committee established to review all employees rejected or released on the basis of decisions made by the Board's MRO or designee.

D. The Union and the Board's MRO or designee shall meet quarterly or more frequently as needs dictate to review and discuss problems of unit members who must report to the clinic because of job-related injuries.

**15.6 Personal Business Leave**

A. An employee shall be granted one (1) day leave of absence each year for necessary personal business without loss of pay. If unused, such personal business leave shall be accumulated as sick leave, but not subject to annual sick leave conversion.

B. Each employee shall be permitted to use up to three (3) days per year of accumulated sick leave for necessary personal business which shall be non-cumulative from year-to-year and shall be treated as sick leave.

C. A request for personal business leave either on the day before or after a holiday or on the two (2) days preceding the last day for students in June may be honored only upon satisfactory justification by the employee that said business cannot be rescheduled to a day other than those mentioned above. Recommendation for approval of the personal business leave mentioned in the above paragraph will be made by the school Principal to the Executive Director of Elementary/Middle or Secondary Schools, as appropriate.

D. Personal leave shall not be unreasonably denied provided that the employee requests such leave at least two (2) working days in advance. In bona fide emergency situations, the two (2) days' notice may be waived. Except as stipulated in paragraph C above, employees shall not be required to give explanation other than that the leave is being requested for personal business.



**15.7 Field Trips**

It is not the policy, when permission has been granted, to require teachers to use sick or personal leave when they take students on field trips.

**15.8 Other Leaves of Absence Without Pay**

Employees may be granted leaves of absence without pay upon recommendation by the CEO and approval of the Board of School Commissioners, according to the policies and procedures of the Rules of the Board of School Commissioners.

**15.9 Sabbatical Leave**

A. Employees who have served as full-time employees for a period of seven (7) or more consecutive years, including probationary or elected service, in BCPSS may be granted sabbatical leaves of absence. The first such leave may be granted after the seventh (7th) consecutive year of active service, and additional leaves after each successive period of seven (7) years of active service. Accrued service shall not entitle any person to more than two (2) semesters of sabbatical leave in a period of eight (8) consecutive years.

B. A study leave of one (1) year in length or a military leave of two (2) years in length shall not be construed as breaking the continuity of services, but neither is to be counted as part of the seven (7) years service requirement.

C. A sabbatical leave shall be granted only to those persons who have been on active duty during the year immediately preceding the sabbatical leave year and who are on active duty at the time the leave is to be effective.

D. For purposes of determining eligibility for sabbatical leave, active service shall be construed as service of such length and quality as to qualify for a full service salary increment for each year. Time spent on sabbatical leave shall count towards eligibility for further movement on the salary scale but shall not count as active service for purposes of determining eligibility for a subsequent sabbatical leave.

E. Fully-degreed provisional teachers who subsequently are elected to tenure shall be permitted to count the two (2) years of provisional service to election as part of the period of seven (7) consecutive years of service.

F. Sabbatical leave may be granted for the purpose of study and travel or for such other purposes as may be recommended by the CEO and approved by the Board. Employees on sabbatical leaves may not enter into gainful employment except upon the approval of the CEO.

G. During the period of sabbatical leave, each staff member shall receive one-half (1/2) of his regular salary. In the cases of persons receiving salary differentials, an additional deduction of fifty percent (50%) of the salary differential shall be made for the period of the leave.

H. During the period of sabbatical leave, each employee shall be entitled to all of the privileges and opportunities which he would enjoy if he were on active duty. Upon his return from leave, he shall have the same right of returning to the position he occupied prior to his leave which he would enjoy had he remained on active duty. He shall not be transferred in the normal course of administrative operation.

I. The method of selecting staff members to be granted sabbatical leaves shall be as follows: In order to continue the services of the schools at a high level, the number of staff members to whom sabbatical leave is granted shall be determined at any time by the number of qualified substitutes who are available for replacement purposes. From among all those staff members eligible for leave by virtue of their service, those individuals who have served longest in BCPSS without receiving any sabbatical leave shall be given first consideration. The Board shall grant sabbatical leave to some qualified applicants. The sum of individuals on leave in any one (1) year is not to exceed three percent (3%) of the unit. This maximum quota of three percent (3%) shall be distributed throughout the system so as to prevent any undue absence from any one (1) school, from any single department within a school, or from any single division of the school system.



J. Any employee to whom sabbatical leave is granted shall be required, as a condition of the granting of the leave, to agree to return to BCPSS for at least one (1) year following the expiration of his leave. As an option to this service requirement, any individual may, if he so elects, return to the BCPSS the salary which he received during the period of leave.

K. Application for sabbatical leave must be submitted to the Chief Human Capital Officer no later than the close of the work day on December 15. Action by the Board shall be completed no later than June 1 of the school year.

L. Notices shall be sent to all applicants of the Board's action on their request, and stated reasons for denial of a teacher's request shall be provided in writing to the individual with a copy to the Union.

M. Individuals on Sabbatical Leave shall receive an Administrative Satisfactory or Effective, with no AUs, on the annual evaluation. Coursework taken during Sabbatical Leave may be banked for AUs to be applied at the next evaluation following return from Sabbatical.

N. The Board shall notify the Union on an annual basis, on February 1 of all applications for sabbatical leave and all grants of sabbatical leave.

**15.10 Professional Meetings**

With the permission of the CEO, leave without loss of pay shall be granted to employees in order to attend professional meetings.

**15.11 Matrimony**

Leave of absence, for the purpose of marriage, shall be granted with loss of full pay and shall not exceed ten (10) working days.

**15.12 Military Spouse**

An employee may obtain a leave of absence with loss of full pay for a period not to exceed twenty-five (25) working days in any one (1) school year to spend time with the spouse who is in military service outside the Baltimore area. Matrimony leave within the same school year shall be included in these twenty-five (25) days. Unless the employee returns to duty on or before the expiration date, resignation may be requested by the CEO.

**15.13 Family Leave**

A. Teachers shall at their request be granted a leave of absence without pay for child-bearing and/or child-rearing for such period of time as they specify but not to exceed one (1) year. Upon application, said leave may be extended up to, but not beyond, the beginning of the school year (September 1) following the child's third birthday.

B. Application for such leave shall be made as soon as possible but normally at least ninety (90) days prior to the effective date.

C. Teachers adopting an infant shall, at their request, receive the same leave without pay as set forth in paragraph A above which shall commence upon the teacher's receiving de facto custody of said infant or earlier, if necessary, to fill the requirements for adoption. Application for adoption leave shall be made as soon as possible.

D. Upon expiration of leave, an employee's reassignment to active duty shall be contingent upon the existence of a vacancy for which the employee is qualified. Exceptions to the foregoing may be made in the case of an employee whose parental leave begins during a given semester, as follows:

1. If parental leave begins prior to October 1 or March 1 of a given semester, the employees shall be returned to the previous position at the beginning of the following semester.

2. If the parental leave begins on or after October 1 or March 1 of a given semester, the employee shall be returned to his previous position at the beginning of the following semester or of the next following semester. The above two exceptions shall apply provided that the employee notifies the Chief Human Capital Officer of his intention at least twenty (20) calendar days prior to the start of the semester of his planned return.



**15.14 Graduation Exercises**

A. Leave of absence for attendance at senior high school or college graduation exercises shall be granted an employee as follows:

1. A one (1) day leave of absence without loss of pay to attend his own graduation.

2. A one (1) day leave of absence without loss of pay to attend the graduation exercises of spouse or child.

3. All other graduation leave shall be with loss of full pay provided that such leave may be charged to personal business leave with no loss of pay if the employee so elects.

4. The leave that is available under this Sec. 15.14. shall be for a graduation exercise that is to occur on a regularly scheduled work day, unless the institution at which the graduation exercise is to occur is at a distance of more than one hour and one half by automobile travel from Baltimore City.

**15.15 Religious Holidays**

A. An employee may be absent for two (2) full days with pay for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when members of the employee's religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry on their regular professional or business activities.

B. Religious leave may be charged to personal business leave with no loss of pay if the employee so elects.

**15.16 Bereavement Leave**

A. In the case of the death of a parent, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, husband, wife, child, or grandchild (including those in this group who are step, half-blood or foster relations), or in the case of the death of a member of the immediate household of an employee, the employee shall be granted a leave of absence without loss of pay for a period not exceeding four (4) consecutive working days beginning with the date of death except that no day during this period on which the employ-

ee has been on duty shall be counted in computing the length of the leave.

B. In the case of the death of a relative not mentioned in Paragraph A above, the employee shall be granted a one (1) day leave of absence with no loss of pay to attend the funeral. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

**15.17 Funeral of Member of Faculty**
Two (2) members of a school faculty may be designated by a school faculty to attend the funeral of a member of the faculty without loss of pay.

**15.18 Military Leave**
A. A military leave of absence shall be granted with loss of full pay to employees who enlist, are inducted, or are recalled as reserve officers, members of the organized reserves, or members of the National Guard for service in our military forces.

B. Employees, including those persons assigned to positions between the close of school in June and the opening of school in September, who have been inducted or enlisted in the Armed Services, or have been recalled as reserve officers, members of the organized reserves, or members of the National Guard for service in our military forces before they report for active duty in BCPSS shall be given military leave of absence.

C. Employees who enter military service shall, upon return to service with BCPSS, be assigned to a position equivalent to that held when leave commenced.

D. Leaves of absence to permit an individual to engage in civilian work related to some military activity shall not be approved except where unusual circumstances exist.

E. All employees who are members of the military or naval establishments of the United States of America or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year except by special recommendation of the CEO and special action of the Board, without loss of pay for the working days included in the leave.



F. A one (1) day leave of absence without loss of pay shall be granted for a physical examination when required by military authorities.

**15.19 Benefit Continuation**
During an unpaid leave of absence, the employee shall be carried on the payroll on inactive status and, at his discretion, may make arrangements with the Department of Finance to continue the group health benefits at the employee's expense. Employees shall not accrue any leave time until they return to active pay status. The Board shall have no obligation to provide insurance benefits during an unpaid leave of absence.

**15.20 Jury Duty**
Employees who are required to perform jury service in any court (city, federal or county) shall be paid their regular salary. Employees shall notify their appropriate administrator at the time they first receive notice that they may be called to serve as a juror.

**15.21 Leave for BCPSS/Union Service.**
The Board and the Union agree that the Board will cover the cost of the salary and benefits for up to three (3) employees providing services to both the Union and BCPSS. The Board shall provide no fewer than four (4) classrooms in the Center for Quality Teaching for the BTU Professional Development Center.

**15.22 Leave-Miscellaneous**
Employees who are on extended leave greater than sixty (60) days, except employees who are placed on administrative leave with pay by the CEO, shall receive an "administrative Satisfactory/Effective" rating on their annual evaluation with no AUs. Coursework taken during extended leave may be banked for AUs to be applied at the next evaluation following return from extended leave.

## ARTICLE XVI

### General

**16.1 Effects of Agreement**
This Agreement shall constitute Board policy on the specific subject matters contained herein for the terms of said Agreement and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its Administrative Regulations and/or policy statements and take such other legal action as may be necessary in order to give full force and effect to the provisions of this Agreement.

**16.2 Notification and Discussion**
Before the Board adopts a policy which affects teachers' wages, hours, or any other conditions of employment not covered by the terms of this Agreement, the Board will notify the Union in writing of its intentions at least thirty (30) days prior to the anticipated change. The Union will have the right to discuss with the Board the anticipated change provided it files such a request with the Board within ten (10) days after the receipt of said notice.

**16.3 Printing of Agreement**
The Union shall make arrangements for the printing of this Agreement, the cost of which the Board agrees to share with the Union. The Agreement shall be printed in a timely manner, within thirty (30) to forty-five (45) days of execution of the Agreement.

**16.4 Negotiations Procedure**

A. On or about November 1 of the year preceding the expiration year of the then current Agreement, either of the parties desiring to open negotiations for a successor Agreement shall give written notice of such an intention to the other party.

B. The negotiations shall be geared insofar as possible to the budget-making process. The parties agree that the first negotiation session following the notice required above shall be convened not later than the first week of December of the year preceding the expiration year of the then current Agreement. Subsequent negotiating sessions and procedures shall be established by mutual consent.



**16.5 Just Cause**
No teacher shall be disciplined, reduced in rank or compensation, suspended, or discharged without just cause. All discipline shall take place at a meeting called for that purpose. Teachers shall have the right to have a union representative present at any such meeting.

The BTU shall be sent a copy of all statements of charges for suspension or dismissal at the same time the statement of charges is mailed to the employee.

**16.6 Master Plan**
The Board and the Union agree that it is in the best interest of all stakeholders in the BCPSS that the parties to this Agreement work towards the realization of the goals set forth in the BCPSS Master Plan and its updates.

## ARTICLE XVII

### Student Discipline

**17.1 Student Disciplinary Procedure**
The Board's procedure on student disciplinary problems shall continue in force.

**17.2 Student Discipline Committee**

A. The Board shall make every effort to provide system-wide training on classroom management and a positive school climate.

B. There should be a transition orientation for every sixth and ninth grader to assist students in adjusting to new school environments.

C. There should be immediate actions taken to reduce inappropriate special education referrals, particularly at the elementary school level.

D. The Board shall make every effort to provide staff development for teachers involuntarily transferred to a different school level.

E. The Board and the Union shall form a committee composed of five (5) individuals appointed by the Union and five (5) individuals appointed by the CEO and five (5) students selected by ASCBC for the purpose of considering issues related to student culture, climate,

equity, social justice, and discipline. The committee shall meet no later than November 1, 2017 and as many additional times as is necessary in order to present a report to the CEO and Union President by no later than March 16, 2018 in order to make appropriate recommendations to the Board.

**17.3 Classroom Discipline**

Teachers are responsible for the maintenance of discipline in the classroom through the use of appropriate instructional activities and materials, classroom management techniques, human relations skills, and referrals to available resources. However, there may be times when a student's behavior is disruptive to the educational program, and in such situations the teacher may remove the student from the classroom and refer the student to the Principal or his designee. The student will not be returned to the referring teacher's classroom until the principal or his designee has discussed the student's misbehavior with the teacher at the earliest mutually agreed upon time.

## ARTICLE XVIII

## Unit Subdivisions

**18.1 Home and Hospital Teachers**

A. Full-time Home and Hospital Teachers will continue to be paid on the same salary scale as other teachers in the system.

B. The duty day for teachers and other teacher-level personnel working directly with children in the Home and Hospital Instruction School shall be the same as other teachers.

C. Home teachers shall be allowed two (2) hours per week of scheduled time to prepare lessons.

D. Hospital schools shall receive service by the interoffice mail system four (4) days per week.

E. All Home and Hospital teachers (full time/field assigned) shall be issued a cellular telephone. The telephone shall be used for emergency situations.



**18.2 Library Media Specialist**

A. The Board shall provide students with library resource services in every school staffed by a certified School Library Information Media Specialist.

B. A position entitled School Library Information Media Specialist shall be instituted for librarians. There shall be a joint committee composed of school-based Library Media Specialists and personnel from the Office of Media and Technology to review job descriptions for School Library Information Media Specialists and develop a format for evaluation. The report of this committee shall be implemented upon completion and adoption by the Board.

C. Any committee formed by the CEO or his/her designee to study and evaluate School Library Information Media Specialists in the school system shall have no less than three (3) School Library Information Media Specialist representatives on it.

D. The Board shall make every effort to assign School Library Information Media Specialists to one (1) school location.

E. Principals shall continue the present practice of using fixed scheduling in elementary schools, fix-flexible in pre-k-8 schools, and flexible scheduling in high school to include planning time and class scheduling. Librarians shall not be regularly assigned advisory classes or homeroom classes.

F. The current Book, Audio/Visual Technology Review Committee shall continue for the duration of the Agreement.

G. Library instructional classes shall not be interrupted for purposes of distributing or repairing audio/visual equipment.

H. School Library Information Media Specialist shall be responsible for submission of reports commensurate with their responsibilities.

I. Except in an emergency, no School Library Information Media Specialists shall be required to teach courses other than those in their area of responsibility or to

substitute for absent teachers. Allegations of abuse or misuse of this provision shall be promptly addressed by the CEO or his/her designee.

J. Materials and supplies purchased with media center funds shall be distributed to the School Library Media Center.

K. The School Library Information Media Specialist shall be allotted two (2) consecutive days per school assignment per year solely for the purpose of the inventory of Library Media Center materials.

L. Within a flexible scheduling model in conjunction with the schedule models fixed, fix-flexed, or flexible, specific grade/class assignments shall be the professional decision of the principal, in cooperation with the School Library Information Media Specialist, based on the individual program of the individual school.

M. School Library Media Specialists shall be included on any Library and Media Services curriculum writing committees.

N. School Library Media Specialists shall have a computer for book circulation, completion of reports, and to meet every day librarian duties.

"Middle Schools" are schools with grades 6 to 8.

"High Schools" are schools with grades 9 to 12.

**18.3 School Social Workers**

A. The Baltimore City Public Schools' Office of Human Capital shall review all professional position announcements prior to their publications to determine whether a social work background is appropriate for the position.

B. The Board shall continue to provide appropriate supervision and support to School Social Workers by qualified personnel trained in the field of school social work.

C. School Social Workers shall be provided with confidential, but not dedicated, work space when testing and counseling children, as well as access to a telephone, desk, lockable file cabinet, and computer with special education programs.



D. School Social Workers shall be provided by the Central Office with the necessary forms and supplies in sufficient quantity to perform their assigned tasks.

E. The Board shall seek the input of the training and expertise of the School Social Workers in the planning and implementation of Board programs designed to ameliorate some of the factors that impact upon the total school community such as non-attendance to school and the drop out rate, teen pregnancy and preventing child abuse and/or neglect, teen killings and suicide and drug use as well as alternative educational settings.

F. Baltimore City Public Schools shall provide twelve (12) hours per year of Category 1 approved continuing education through the Office of Related Services with the support of the Office of Special Population.

G. Social Workers who accompany students to the Hospital (EP) and stay with them into the evening shall be granted flex time.

H. School Social Workers shall be provided with sufficient supplies such as legal pads, tests, test protocols, plain paper, etc. to perform assigned tasks.

I. Related Service Provider supervisors/coordinators shall have input into use of and planning for five (5) of ten (10) systemic professional development days for clinicians.

**18.4 Department Heads**

A. Department Heads shall not be required to act as the school disciplinarians.

B. Department Heads shall be released from teaching assignments as follows:

| Size of Full-Time Staff | Classification | Reduced Teaching Load |
|---|---|---|
| 4-6 | IV | 5 Periods/Week |
| 7-9 | III | 10 Periods/Week |
| 10-15 | II | 15 Periods/Week |
| 16 and over | I | 20 Periods/Week |

C. If as a result of reduction in the number of full-time staff, a Department Head position is eliminated said Department Head shall be considered on layoff status for said position only. No other employee shall be hired as a Department Head until the Department Heads in the same school on layoff status have been recalled, have declined and/or have failed to accept a recall. The fillings of said vacancy shall be based on qualifications and seniority. Department Heads reassigned in non-Department Head positions shall continue their Department Head differential for one (1) year.

**18.5 Counselors**

A. Newly ordered file cabinets for Counselors will have locks. No Counselors shall be held accountable, unless through their own negligence, for the loss of school records unless there is a secure place for storage.

B. Counselors, although generally working the same overall hours as teachers, shall be allowed to use flexible hours if it improves their service to pupils. Counselors who are required to work beyond the duty day where their presence is required in a school or at a school function shall be paid a stipend at the teacher rate for all hours worked.

C. The duty of maintaining school attendance records and of coordinating school transportation services shall not be assigned to Counselors.

D. Counselors shall not be required, except in an emergency, to handle homeroom assignments, schedule or score large-scale tests, prepare school master schedules, complete entries and withdrawals and schedule conferences between classroom teachers and parents. Cross reference Section 7.7.

E. Every effort will be made, in accordance with the BCPSS Master Plan adopted and updated by the Board, to provide school counselors with access to computers, telephones, private consultation space and clerical services.

F. The Board will make every effort to reduce the caseload of Counselors. In furtherance of this objective, a committee shall be established consisting of three (3) members selected by the Union and three (3) members selected by the Board to review the current status of the effort.



G. The Board and the Union will form a committee with three (3) members appointed by each to review the utilization and effectiveness of school counseling services and make recommendations to improve services to students. One additional task of the committee shall be to develop a counselor evaluation instrument.

H. Substitutes shall be hired for counselors out for long-term illness.

I. Counselors shall have access to clerical services.

J. A new evaluation instrument for Counselors shall be developed with input by a committee comprised of Board and Union representation and, if approved, for implementation, development, and piloting by no later than the beginning of the 2018-2019 School Year.

**18.6 Educational Associates**

A. Educational Associates positions will be evaluated to determine their proper responsibilities including whether the position shall be performed on a ten (10) or twelve (12) month basis. Those positions which are determined to be 10-month shall have their salary level adjusted in the amount of 10.5/12 as compensation for following administrative hours, when they work in an office.

B. Employees determined as filling ten (10) month positions shall, if they work beyond ten (10) months, perform only special functions.

C. Regularly scheduled work performed during July and August shall only be performed by twelve (12) month employees.

D. Ten (10) month employees who work at their normal assignments during the summer shall be compensated at their regular daily rate.

E. Ten (10) month employees wishing to work during the summer, and for whom the Board cannot offer summer work, will have their names placed on a list maintained by the Board by office location. The Board shall offer

in writing, to other City agencies, the opportunity to solicit the expertise and skill of these employees.

F. By mutual agreement of the staff and supervisors, flex time may be allowed at those work sites where it is feasible.

G. Educational Associates who are required to work on weekends or holidays shall be paid an additional amount based on their daily rate of pay for all hours worked on these days with a guaranteed minimum of four (4) hours or the number of hours worked.

H. When schools are closed due to inclement weather, all Educational Associates shall be released as soon as their responsibilities have been met.

**18.7 Speech-Language Pathologists**

A. The recommendations of the American Speech-Language Hearing Association that caseloads not exceed forty (40) students per Speech-Language Pathologist shall be considered when scheduling.

B. The Board will attempt to identify, in advance, those individuals who wish CFY supervision and the Speech-Language Pathologists with ASHA certification to provide this supervision. Principals will be apprised of the availability of this service and arrangements will be made through the appropriate Network Team members. The Speech-Language Pathologists identified to provide this supervision should be given consideration for schedule adjustments.

C. The Speech-Language Pathologists shall not be assigned homeroom duties nor will they act as substitutes in the absence of classroom teachers.

D. The supervision of student clinicians and CFY candidates shall continue to be voluntary.

E. Professional development sessions for Speech-Language Pathologists shall be held during school hours. These sessions shall consist of discipline specific presentations on professional topics, policies, and procedures and allow for the exchange of information between and among Speech-Language Pathologists.



F. Speech-Language Pathologists shall be eligible to apply for I.E.P. team chairperson positions.

G. Speech-Language Pathologists shall be provided office space and access to a telephone, copy machine, desk, lockable file cabinets for secure storage of records as required by IDEA. Speech-Language Pathologists shall be provided with access to computers, peripherals, and appropriate software to be used in assessment therapy and administrative processes.

H. The program environment of the Speech-Language Pathologist shall be a private, quiet location in order that students may receive effective therapy in accordance with their IEPs.

I. The opportunity to conduct assessments, FAPE services, ESY Treatment Services, special projects, home and hospital services, and infant and toddler services during school, after school, and summer will be offered first to Baltimore City Public Schools Pathologists before being offered to contractual personnel.

J. Speech-Language Pathologists shall be evaluated as Clinical Staff. Clinical skills will be evaluated by a certified Speech-Language Pathologist. Should the Board organize a committee to review, amend or revise the evaluation instrument or evaluation procedure for Speech-Language Pathologists, one member of the committee shall be a "teacher level" Speech-Language Pathologist who shall be appointed by the Union.

K. The Board shall provide each Speech-Language Pathologist with copies of valid, current tests and test protocols in quantities appropriate to the number and diversity of students assigned to each Speech-Language Pathologist. These materials shall be for the exclusive use of the Speech-Language Pathologist.

L. Speech-Language Pathologists shall receive the clinicians' stipend.

M. Related Service Provider supervisors/coordinators shall have input into use of and planning for five (5) of ten (10) systemic professional development days for clinicians.

**18.8 Physical Education**

A. There shall be a Physical Education committee to study elementary physical education programs, the development and utilization of instructional staff, materials and equipment used in the program, with the object of recommending to the CEO and the Board better ways to deliver services to students. The Physical Education committee shall be made up of three (3) certified Physical Education members designated by the Union and three (3) members by the Board. The committee shall begin on November 1, 2017 and end on July 1, 2018. Dates may be extended by mutual agreement. The committee shall reconvene every other year.

B. Transfers of Physical Education teachers shall be limited in frequency. The provisions in Article 7.7 shall apply to Physical Education Teachers.

C. Guidelines promulgated by the CEO for the scheduling of handicapped students in physical education classes shall be distributed to Physical Education teachers.

D. The Board shall provide professional development for Physical Education Teachers. There shall be an opportunity for Physical Education teachers to attend sessions to receive training on teaching physical education to exceptional children.

E. Elementary and middle school Physical Education teachers shall be given input into the development of schedules in each school in which they are assigned.

F. Appropriate adult supervision shall be provided in male and female locker rooms, and each school, in consultation with the School Improvement Team, is responsible for developing a support plan.

G. Only qualified Physical Education substitutes shall be provided for Physical Education teachers on long-term illness.

H. Every teacher who has coaching responsibilities shall be given traveling time for reporting to that assigned duty, provided such release time shall not interfere with the assigned teaching responsibilities of the teacher.

I. The provisions of Section 6.1 shall apply to Physical Education Teachers.



**18.9 Athletics**

A. It is the responsibility of the Director of Athletics to make proper requests for assistance in crowd control at interscholastic athletic activities.

B. Game administration and organization shall be the responsibility of the Director of Athletics.

C. All Coaches shall meet the minimum requirements established by the CEO. Priority shall be given to employees of the Baltimore City Public Schools who meet the requirements. All coaches, including those who are not regular BCPSS employees, shall be paid in accordance with the approved coaching stipends set forth in Addendum II.

D. No Coach shall be disciplined, reduced in rank or compensation, suspended, or discharge without just cause.

E. One representative appointed by the Union shall serve as a member of the Rules on Athletics Revision Committee.

F. An absence of a Coach on a regular work day, excluding sick leave, shall not prevent said Coach from performing his duties as a Coach on that particular day.

G. The Board will explore the possibility of paying Coaches and Directors of Athletics separate paychecks for coaching.

H. The Board shall provide professional security for all athletic contests deemed necessary by the Board.

**18.10 Business Education**

A. Business Education teacher skills shall be considered in determining their assignments.

B. In senior high schools, the Board shall provide serviceable computers appropriate to the number of students scheduled in the typing class.

C. All available business education equipment shall be distributed equitably according to need throughout the system.

**18.11 Career and Technology Education**

A. The Board shall maintain compliance with applicable established safety requirements and will continue its efforts to assign students where there are adequate work stations.

B. The Board shall maintain compliance with and adherence to the standards of the Maryland Occupational Safety and Health Act. The Board shall eliminate obvious safety hazards which are brought to its attention which may exist in shop areas, such as those involving storage facilities for volatile fluids.

C. The Board shall comply with curriculum standards approved and mandated by the State Board of Education.

D. In high schools, the Board shall provide appropriate technology for each student in the classroom.

**18.12 Special Education**

A. A special Teacher-Board Committee composed of six (6) members selected by the Union and six (6) members selected by the Board, shall be continued to advise the appropriate Director of Special Education on the following areas:

1. Curriculum.
2. Responsibilities and duties of teachers providing services for students receiving special education.
3. Supervision of Special Education teachers.
4. The availability of appropriate materials and supplies for a support system for Special Education teachers will be continued.
5. Appropriate assignment and use of Paraprofessionals.
6. The special education classes in relation to the severity of disability and intensity of services.
7. The issue of inclusion.
8. A series of Special Education in-service workshops shall be provided by the Board for the following classifications of employees:
   Non-Special Education Teachers
   Administrators
   Educational Assistants



The topics of said workshops shall be based on the result of current assessment of needs forms. The Committee may continue its work in succeeding school years.

B. The resource bank previously developed for use by Special Education teachers shall be continued. Such a bank will include testing materials needed to perform the appropriate Special Education assessments and services. These materials are to be located at an appropriate central office for use by teachers. Materials on loan to Special Education teachers are to be treated as any other BCPSS property.

C. In-service programs in special education for teachers shall continue.

D. All Special Educators will be provided with Maryland Online training.

E. A calendar of Special Education staff development activities shall be issued.

F. The Board will provide training in Special Education discipline for new teachers and teachers in need of assistance.

G. Training in vocational career education will be available to secondary Special Education teachers.

H. The Board will provide training for all staff on the new graduation requirements and their impact on Special Education students.

I. Teachers assigned to programs for students with emotional disabilities shall have access to psychiatric consultation resource services for their students on a regular basis.

**18.13 Master Teachers**

A. Master Teachers with full-time teaching duties shall not be expected to perform the full range of Master Teacher duties, as determined by the principal.

**18.14 School Psychologists**

A. School Psychologists shall be provided with confidential work space when testing and counseling children, as well as access to a telephone, desk, lockable file cabinet, a computer with special education programs, and access to clerical service.

B. School Psychologists shall be provided, in a timely manner, with any policy or procedural changes made by the Board regarding their areas of concern such as suspension, attendance, etc.

C. School Psychologists shall be provided with sufficient supplies such as legal pads, tests, test protocols, plain paper, etc. to perform assigned tasks.

D. By mutual agreement of the school psychologist and supervisors, flex time may be allowed for those work sites where it is feasible.

E. The Baltimore City Public School System will provide for the storage of confidential information.

F. The individual counseling caseload, as recorded by Maryland Online, will be used to help in the determination of the number of school assignments, for individual school psychologists, with consideration being given for the additional time spent in preparing for and conducting of CST meetings and associated responsibilities which include assessments as documented by monthly statistics.

G. Provided BCPSS School Psychologists agree to a productivity standard set by the Special Education and Student Support Services Officer, the school system shall not contract to outside contractors for summer employment until all currently employed School Psychologists have been offered the job.

H. The BCPSS will explore a procedure for providing an appropriate amount of time for colleague case review and group consultation.

I. Related Service Provider supervisor/coordinators shall have input into use of and planning for five (5) of ten (10) systemic professional development days for clinicians.



**18.15 Unit I Area and Central Office Employees**

A Twelve (12) month employees shall receive two (2) days per month as vacation days.The vacation days shall be taken at the discretion of the employee after consultation with his immediate supervisor. Unused vacation days may be accumulated from year to year, with a maximum accumulation of seventy-two (72) days. At the time of separation from City Service, employees shall be paid in full for any accumulated vacation leave, except in cases of bona fide indebtedness to the employer.

B. Twelve (12) month employees shall receive eighteen (18) sick days per year.

C. Twelve (12) month employees shall receive wages as described in Article 5, effective July 1, of each contract year. In the event that the effective date of the salary adjustment falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the effective date of the salary adjustment falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period.

**18.16 Audiologists**

A. The Board shall provide appropriate, operational, and portable audiological equipment for each Audiologist including, but not limited to, audiometer, tympanometer, optoacoustic emissions, and otoscope.

B. The Board shall continue to provide Audiological Assessment Centers. Centers will provide area for private work space when testing and counseling children, running water, a computer with access to special education programs, basic office supplies, and access to a copier and scanner.

C. The Board shall provide Audiologists with all of the necessary office and paper supplies as needed to perform their duties.

D. The Board shall make every effort to provide at the school site a computer with access to special education programs, basic office supplies, and access, copier and scanner.

E. The Board shall provide for Audiologists all necessary supplies in order to effectively disinfect audiological equipment. Soap, towels, rubber gloves and alcohol shall be made available to Audiologists.

F. School site administrators shall provide access to loading ramps to facilitate the unloading and loading of audiological equipment. The Board shall provide a quiet workspace for testing to be completed in schools as needed.

G. Professional development sessions for Audiologists shall be held during school hours. These sessions shall consist of discipline specific presentations on professional topics, policies, and procedures and allow for the exchange of information between and among audiologists.

**18.17 Art**

**All Art Teachers**

A. Art teachers should not be asked to perform any non-art related task that takes away from teaching assigned art classes.

B. Every effort will be made within budgetary and physical building constraints to provide each art classroom area with a sink, proper lighting, cabinets and a proper storage area.

C. The number of schools an elementary Art teacher services should be equitably distributed on a rotating basis. The Board will make every effort to schedule art classes consistent with the number of available spaces in classrooms.

D. Transfer of Art teachers shall be limited in frequency.

E. The Board will make every effort to schedule art classes consistent with the guidelines for the assignment of Special Education students to elective subjects.

F. The Board agrees to undertake study, with input from the Union, on the role, function and effect of an art therapy program.

G. There shall be an opportunity for Art teachers to attend sessions to receive training on teaching art to children with disabilities.



H. In consultation with the principal, Art teachers shall recommend the ordering of art supplies for their respective schools. These supplies shall be delivered to the school as expeditiously as possible. When existing building facilities permit, art equipment and supplies should be stored in a secure area separate from other supplies.

I. In-service workshops in Special Education and Staff Development for Art teachers shall be provided.

J. A procedure shall be established to expedite the repair of art equipment.

K. Cross-reference Section 7.7.

L. Art teachers assigned to more than one school shall have one school designated for paycheck delivery purposes.

M. Certificated Art Teachers shall not be supplanted by contractors.

N. There shall be adequate work space for the number of students in each art class.

**Elementary Art**

A. The number and length of periods per day shall be consistent with system-wide standards as determined by the Board.

B. Each elementary art teacher shall be granted the same planning time as all other elementary teachers.

C. When special art exhibits are required by the principal which result in additional responsibilities for the Art teacher, coverage will be provided for the Art teacher's homeroom if applicable.

**Secondary Art**

A. Every effort will be made to insure that Art teachers should not be required to teach more than three (3) different preparations.

B. When special art exhibits are required by the principal which result in additional responsibilities for the Art teacher, coverage will be provided for the Art teacher's homeroom.

**18.18 Music**

**All Music Teachers**

A. Music teachers should not be asked to perform any non-music related task that takes away from teaching assigned music classes. Music teachers shall be assigned to schools consistent with system-wide standards as determined by the Board. Cross-reference Section 7.7.

B. The number of schools a Music teacher services should be equitably distributed on a rotating basis.

C. Transfers will be limited in frequency.

D. Every effort will be made to insure that music teachers should not be required to teach more than three (3) different preparations.

E. Every music teacher shall be provided with a tuned piano in a music room where available.

F. In the event that Music teachers are required to provide practice during instructional time for various school related activities, including but not limited to school-related programs, system-wide programs and holiday programs, coverage will be provided for the teacher's schedule.

G. The Board shall provide summer employment for teachers who are qualified to repair musical instruments. These teachers shall be compensated at the summer school rate and assigned and supervised by the Board's designated representative.

H. Within available resources, the Board shall establish a procedure to expedite the repair of music equipment including but not limited to piano tuning, band/orchestra/general music classroom instruments/guitars, keyboards, etc. Instruments and equipment shall be maintained in a manner consistent with other content areas (i.e. science lab equipment).

I. Where existing building facilities permit, the Board shall provide adequate storage space that can be secured for storing music equipment and supplies.

J. Directors of performing ensembles shall be compensated at $1,000 per year for these performing groups.



**All Elementary Music Teachers**

A. The number and length of the class period shall be consistent with system-wide guidelines as determined by the Board.

B. One complete set of Board adopted music textbooks per school shall be provided for the instruction of elementary music which shall include teachers' manuals, with accompanying charts and records.

**Elementary Vocal Music**

Elementary Vocal Music teachers shall be given input into the development of schedules in each school that they are assigned.

**All Secondary Music Teachers**

A. One complete set of Board adopted music textbooks per school shall be provided for the instruction of secondary music which shall include teachers' manuals, with accompanying charts and records.

B. In every senior high school where available, the Board shall provide access to a computer for the music department.

**Secondary Instrumental Music**

A. Directors of secondary school bands, orchestras and choirs shall be compensated at $1,000 per year for these performing groups.

B. A joint committee shall be formed to evaluate and make recommendations to the CEO and Board on improving lighting and sound systems in secondary school auditoriums.

**18.19 Occupational/Physical Therapists**

A. The Board and the Union recognize that this group of employees provide a necessary and vital service to BCPSS, and toward that end, the Board will explore the possibility of providing staff development for these employees. Every effort will be made, in accordance with the BCPSS Master Plan adopted and updated by the Board, to provide Occupational/Physical Therapists with access to computers, telephones, private consultation space and clerical services.

B. The supervision of student clinicians and CFY candidates shall be solely voluntary.

C. Professional development sessions for Occupational/Physical Therapists shall be held during school hours. These sessions shall consist of discipline specific presentations on professional topics, policies and procedures and all for the exchange of information between and among Occupational/Physical Therapists.

D. Occupational/Physical Therapists shall be provided office space and access to a telephone, copy machine, desk, lockable file cabinets for secure storage of records as required by IDEA. Occupational/Physical Therapists shall be provided with access to computers, peripherals, and appropriate software to be used in assessment therapy and administrative processes.

E. The program environment of the Occupational/Physical Therapist shall be a private, quiet location in order that pupils may receive effective therapy in accordance with their IEPs.

F. The opportunity to conduct assessments during school, and after school, and summer will be offered first to Baltimore City Public Schools Occupational/Physical Therapists before being offered to contractual personnel.

G. Occupational/Physical Therapists shall be evaluated as Clinical Staff. Should the Board organize a committee to review, amend or revise the evaluation instrument or evaluation procedure for Occupational/Physical Therapists, one member of the committee shall be a "teacher level" Occupational/Physical Therapist who shall be appointed by the Union.

H. The Board shall provide each Occupational/Physical Therapist with copies of valid, current tests protocols, and test forms protocols in quantities appropriate to the number and diversity of students assigned to each Occupational/Physical Therapist. These materials shall be for the exclusive use of the Occupational/Physical Therapist.

I. Occupational/Physical Therapists shall receive the clinicians' stipend set forth in the Addendums.

J. Related Service Provider supervisors/coordinators shall have input into use of and planning for five (5) of ten (10) systemic professional development days for clinicians.



**18.20 Consulting Teacher**

Under the direction of the Principal, the consulting teacher is responsible for the student support program. This means supplementing the instructional and behavioral management program for identified special needs students.

**18.21 Clinical Facilitators**

Clinical Facilitators shall be paid a salary based on the appropriate Addendum I grade/step plus the greater of the Department Head III differential or clinician differential.

**18.22 National Board for Professional Teaching Standards Certification**

Teachers who receive certification from the National Board for Professional Teaching Standards (NBPTS) shall receive, in addition to all other salary and differential payments due to said teachers, a sum of $4,000 in each year the teacher holds the certification.

**18.23 IEP Team Associates**

A. Schools shall consider specialized programs (i.e., PAL, Life Skills, Pride, Early Learning Programs) in determining the appropriate caseload for each IEP Team Associate in accordance with Fair Student Funding Guidance.

B. IEP Team Associates will be provided with access to a computer, shredder, copier/printer, fax machine and private telephone line. Additionally, the IEP Team Associate will be provided with a private separate room with a conference table, chairs, laptop, telephone and printer for holding IEP meetings.

C. IEP Team Associates will be provided with sufficient supplies. IEP Team Associates shall be supplied with working filing cabinets that can be locked at the end of the school year.

D. IEP Team Associates will have time built into the collaborative planning guidance to meet with the Special Educators and/or Related Service Providers to discuss important changes, and expectations concerning IEP process.

E. The Office of Specialized Services will provide IEP Team Associates with a calendar of topics to be discussed at systemic professional development.

F. The Office of Specialized Services will provide training in the IEP process/discipline for new IEP Team Associates or IEP Team Associates in need of supports.

## ARTICLE XIX

## Enterprise Schools

**19.1 Enterprise Schools**
The Board will honor Article XIX (Enterprise Schools). By definition, Enterprise Schools are individual schools that have been granted authority to make decisions concerning their administrative and educational operations. This authority is derived from the Board of School Commissioners and the CEO. These decisions are to be made in accordance with Labor Agreements.

**19.2 School Oversight Committee**
A.

1. School improvement planning is a continuous process which provides direction and parameters for school operations. More important, school improvement planning is a process that allows key stakeholders the opportunity to collaborate on the mission, philosophy, goals, and strategies for improved management, teaching, and learning at the school site.

2. To fully exercise the instructional and management decision-making authority inherent in the current school improvement process, each school must involve a School Oversight Committee in the development and implementation of the school improvement plan. Each committee must have core membership which shall include at least two teachers, one of which will be the Building Representative.

3. The School Oversight Committee shall also include a minimum of one paraprofessional. Teachers who serve in the school improvement process shall be given an opportunity to interact and collaborate without fear of reprisals.

4. No teachers shall be transferred solely on the basis of their involvement in the School Oversight Committee process.



B.

1. School Oversight Committees shall choose from the approved system-wide menu those activities which they determine best meet the needs of both students and teachers at each school. The Executive Director of Partnerships, Communications and Community Engagement shall ensure that the School Oversight Committees are properly constituted and are functioning appropriately. Each School Oversight Committee's recommendation of Professional Development Activities must be reduced to writing and submitted simultaneously to both the principal and the Executive Director by September 15. Included in the School Oversight Committee's report shall be its recommendation about when Professional Development activities would occur, guided by the instructional needs of the students. Options include: before the school day begins, after the school day ends, or on weekends. If the School Oversight Committees recommendation on any of these matters is rejected or modified, the principal and the Executive Director shall jointly provide the reasons, in writing, to the School Oversight Committee.

2. At the end of each semester, each School Oversight Committee must provide a report to the principal and to the Executive Director stating when and how each Professional Development activity was implemented.

## ARTICLE XX

## Severability

**20.1 Conformity to Law**
If any provisions of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, or the Maryland State Board of Education, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**20.2 Conflict with State, Federal Grant-in-Aid Funds**
Should any provision of this Agreement jeopardize the receipt by the Board of any State or Federal grant-in-aid funds or other State or Federal allotments of money, the provision shall be deemed invalid. In this case, "jeopardize" shall mean a judgment made by the appropriate agency that a particular course of action could delay, interrupt, curtail or eliminate funding of a particular program.

## ARTICLE XXI

### No Strikes

**21.1 No Strikes**

A. An employee organization may not call or direct a strike.

B. Any employee organization designated as an exclusive representative that violates any provision of this Article shall have its designation as exclusive representative revoked by the public school employer and the employee organization and any other employee organization that violates any provision of this section is ineligible to be designated as exclusive representative for a period of two (2) years after the violation.

C. If an employee organization violates any provision of this section, the public school employer shall stop making payroll deductions for dues of the organization for one (1) year after the violation.

## ARTICLE XXII

### Personnel File

**22.1 Personnel File**

A. There shall be only one (1) official file for each teacher maintained by the Board.

B. A teacher, upon proper identification to the staff of the Office of Human Capital, shall be permitted to examine his file. The teacher shall indicate in writing, to be placed in the file, that he has examined the file.

C. No material relative to a teacher's conduct, service, character or personality, will be placed in the file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and said answer shall be attached to the file copy.

D. The employee shall be permitted convenience in reproducing, on the Board's premises, any material in his file.



E. Administrators shall be encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such material received from outside, competent responsible sources shall also be included in the employee's file.

## ARTICLE XXIII

### Non-Discrimination

**23.1 Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, sexual orientation, union activity or political affiliation. No person shall be retaliated against for exercising his or rights under this Agreement.

**23.2 Personal Pronouns**

In all instances in this Agreement in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

## ARTICLE XXIV

### Labor-Management Committee

A. The Board and the Union agree that cooperation between the parties benefits the students, staff and administration of the Baltimore City Public School System. To this end, the Board and the Union agree to establish a Labor Management Committee. The Board and Union agree to meet at least six (6) times per fiscal year, to discuss matters of mutual concern. Issues of mutual concern will be considered and recommendations may be made by the Committee to the Board and the Union. An agenda shall be agreed to by both parties at least one (1) week prior to each meeting.

B. The Board representatives shall consist of the CEO or designee and such other full-time employees of the Baltimore City Public School System as they may from time to time invite not to exceed five (5) in number. The Union representatives shall consist of the President or designee and other full-time members of the

bargaining unit covered by this Agreement, provided however that such representatives shall not exceed five (5) in number.

C. The date, place and hour of meetings shall be mutually agreed upon by the parties. Every effort shall be made to relieve the employee representatives for such time as is necessary to attend meetings without loss of pay or leave time. The President of the Union shall forward to the Labor Relations Associate at least five (5) days in advance of each meeting the names of the employee representatives.

D. The Labor-Management Committee shall oversee the work of joint committees established in this Agreement. Each joint committee shall submit minutes of its meetings and any recommendations from the joint committee to the Labor-Management Committee. The Labor-Management Committee shall forward such recommendations to the Board and the Union. The Labor-Management Committee may recommend to the Board and the Union the deletion or termination of any joint committee established by this Agreement.

E. The Labor-Management Committee may form subcommittees to address issues of mutual concern. One of these committees shall address a system wide approach to the mentoring of new teachers.



## Article XXV

## Conclusion

This Agreement, entered into by the Board in the exercise of its authority under the provisions of Title 6, Section 6-408 of the Education Article of the Annotated Code of Maryland, as amended; the Charter of Baltimore City and other regulating statutes, provides terms and conditions for the joint relationship which will benefit the Board and the employees. This Agreement and each of its provisions shall be effective as of July 1, 2016, and shall continue in force and effect until June 30, 2019.

This Agreement is signed on this ____ day of October, 2017, in Baltimore, Maryland.

Baltimore City Board of School Commissioners

Negotiations Team:

Edmund J. O'Meally, Esq.

Jennie Wu

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John Walker

Jennifer Dull

Jerome Jones

Bobbi MacDonald

Baltimore Teachers Union
American Federation of Teachers Local #340
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Negotiations Team:

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Connie Goodly La-Cour

Approved as to Form and Legal Sufficiency:

Edmund J. O'Meally, Esq.

Approved and Noted by the Baltimore City Board of School Commissioners

Cheryl A. Casciani

Chief Executive Officer:

Sonja Brookins, Santelises, Ed.D.

2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| BASE TEACHER | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | Lead |
| Interval | BTU.200 | BTU.201 | BTU.202 | BTU.203 |
| 1 | 48,430 | 60,503 | 88,358 | 96,206 |
| 2 | 49,882 | 63,143 | 89,911 | 97,862 |
| 3 | 51,378 | 65,783 | 91,465 | 99,519 |
| 4 | 52,920 | 68,423 | 93,018 | 101,176 |
| 5 | 54,507 | 71,065 | 94,570 | 102,832 |
| 6 | | 73,912 | | |
| 7 | | 76,862 | | |
| 8 | | 78,415 | | |
| 9 | | 79,456 | | |
| 10 | | 80,496 | | |
| 11 | | 81,536 | | |
| 12 | | 82,578 | | |
| 13 | | 83,618 | | |
| 14 | | 84,658 | | |
| 15 | | 85,700 | | |

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| BASE TEACHER | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | Lead |
| Interval | BTU.200 | BTU.201 | BTU.202 | BTU.203 |
| 1 | 48,914 | 61,109 | 89,242 | 97,168 |
| 2 | 50,381 | 63,775 | 90,811 | 98,841 |
| 3 | 51,892 | 66,442 | 92,380 | 100,515 |
| 4 | 53,450 | 69,108 | 93,949 | 102,188 |
| 5 | 55,052 | 71,776 | 95,517 | 103,861 |
| 6 | | 74,651 | | |
| 7 | | 77,631 | | |
| 8 | | 79,200 | | |
| 9 | | 80,251 | | |
| 10 | | 81,301 | | |
| 11 | | 82,352 | | |
| 12 | | 83,404 | | |
| 13 | | 84,455 | | |
| 14 | | 85,505 | | |
| 15 | | 86,557 | | |

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| BASE TEACHER | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | Lead |
| Interval | BTU.200 | BTU.201 | BTU.202 | BTU.203 |
| 1 | 49,648 | 62,026 | 90,581 | 98,626 |
| 2 | 51,137 | 64,732 | 92,174 | 100,324 |
| 3 | 52,671 | 67,439 | 93,766 | 102,023 |
| 4 | 54,252 | 70,145 | 95,359 | 103,721 |
| 5 | 55,878 | 72,853 | 96,950 | 105,419 |
| 6 | | 75,771 | | |
| 7 | | 78,796 | | |
| 8 | | 80,388 | | |
| 9 | | 81,455 | | |
| 10 | | 82,521 | | |
| 11 | | 83,588 | | |
| 12 | | 84,656 | | |
| 13 | | 85,722 | | |
| 14 | | 86,788 | | |
| 15 | | 87,856 | | |



2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| SUPPORT TEACHER | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.210 | BTU.211 | BTU.212 | |
| 1 | 50,672 | 63,304 | 92,448 | |
| 2 | 52,191 | 66,066 | 94,073 | |
| 3 | 53,756 | 68,828 | 95,700 | |
| 4 | 55,341 | 71,591 | 97,325 | |
| 5 | 57,030 | 74,354 | 98,949 | |
| 6 | | 77,334 | | |
| 7 | | 80,420 | | |
| 8 | | 82,045 | | |
| 9 | | 83,134 | | |
| 10 | | 84,223 | | |
| 11 | | 85,311 | | |
| 12 | | 86,400 | | |
| 13 | | 87,489 | | |
| 14 | | 88,578 | | |
| 15 | | 89,667 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| SUPPORT TEACHER | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.210 | BTU.211 | BTU.212 | |
| 1 | 51,179 | 63,937 | 93,373 | |
| 2 | 52,713 | 66,727 | 95,015 | |
| 3 | 54,294 | 69,517 | 96,657 | |
| 4 | 55,895 | 72,307 | 98,298 | |
| 5 | 57,600 | 75,098 | 99,939 | |
| 6 | | 78,108 | | |
| 7 | | 81,225 | | |
| 8 | | 82,866 | | |
| 9 | | 83,966 | | |
| 10 | | 85,066 | | |
| 11 | | 86,164 | | |
| 12 | | 87,265 | | |
| 13 | | 88,365 | | |
| 14 | | 89,464 | | |
| 15 | | 90,564 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| SUPPORT TEACHER | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.210 | BTU.211 | BTU.212 | |
| 1 | 51,947 | 64,897 | 94,774 | |
| 2 | 53,504 | 67,728 | 96,441 | |
| 3 | 55,109 | 70,560 | 98,107 | |
| 4 | 56,734 | 73,392 | 99,773 | |
| 5 | 58,464 | 76,225 | 101,439 | |
| 6 | | 79,280 | | |
| 7 | | 82,444 | | |
| 8 | | 84,109 | | |
| 9 | | 85,226 | | |
| 10 | | 86,342 | | |
| 11 | | 87,457 | | |
| 12 | | 88,574 | | |
| 13 | | 89,691 | | |
| 14 | | 90,806 | | |
| 15 | | 91,923 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| CLINICIAN | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.220 | BTU.221 | BTU.222 | |
| 1 | 50,650 | 62,724 | 90,579 | |
| 2 | 52,103 | 65,364 | 92,132 | |
| 3 | 53,599 | 68,004 | 93,686 | |
| 4 | 55,141 | 70,644 | 95,239 | |
| 5 | 56,728 | 73,286 | 96,791 | |
| 6 | | 76,133 | | |
| 7 | | 79,083 | | |
| 8 | | 80,636 | | |
| 9 | | 81,677 | | |
| 10 | | 82,717 | | |
| 11 | | 83,757 | | |
| 12 | | 84,799 | | |
| 13 | | 85,839 | | |
| 14 | | 86,879 | | |
| 15 | | 87,921 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| CLINICIAN | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.220 | BTU.221 | BTU.222 | |
| 1 | 51,157 | 63,352 | 91,485 | |
| 2 | 52,624 | 66,018 | 93,054 | |
| 3 | 54,135 | 68,685 | 94,623 | |
| 4 | 55,693 | 71,351 | 96,192 | |
| 5 | 57,295 | 74,019 | 97,760 | |
| 6 | | 76,895 | | |
| 7 | | 79,874 | | |
| 8 | | 81,443 | | |
| 9 | | 82,494 | | |
| 10 | | 83,545 | | |
| 11 | | 84,595 | | |
| 12 | | 85,647 | | |
| 13 | | 86,698 | | |
| 14 | | 87,748 | | |
| 15 | | 88,800 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| CLINICIAN | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.220 | BTU.221 | BTU.222 | |
| 1 | 51,925 | 64,303 | 92,858 | |
| 2 | 53,414 | 67,009 | 94,450 | |
| 3 | 54,948 | 69,716 | 96,043 | |
| 4 | 56,529 | 72,422 | 97,635 | |
| 5 | 58,155 | 75,130 | 99,227 | |
| 6 | | 78,049 | | |
| 7 | | 81,073 | | |
| 8 | | 82,665 | | |
| 9 | | 83,732 | | |
| 10 | | 84,799 | | |
| 11 | | 85,864 | | |
| 12 | | 86,932 | | |
| 13 | | 87,999 | | |
| 14 | | 89,065 | | |
| 15 | | 90,132 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*



2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| DEPARTMENT HEAD IV | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.230 | BTU.231 | BTU.232 | |
| 1 | 52,203 | 64,276 | 92,131 | |
| 2 | 53,655 | 66,917 | 93,685 | |
| 3 | 55,151 | 69,557 | 95,238 | |
| 4 | 56,693 | 72,197 | 96,791 | |
| 5 | 58,280 | 74,838 | 98,344 | |
| 6 | | 77,685 | | |
| 7 | | 80,635 | | |
| 8 | | 82,189 | | |
| 9 | | 83,229 | | |
| 10 | | 84,269 | | |
| 11 | | 85,310 | | |
| 12 | | 86,351 | | |
| 13 | | 87,391 | | |
| 14 | | 88,432 | | |
| 15 | | 89,473 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| DEPARTMENT HEAD IV | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.230 | BTU.231 | BTU.232 | |
| 1 | 52,725 | 64,920 | 93,053 | |
| 2 | 54,192 | 67,586 | 94,622 | |
| 3 | 55,703 | 70,253 | 96,191 | |
| 4 | 57,261 | 72,919 | 97,760 | |
| 5 | 58,863 | 75,587 | 99,328 | |
| 6 | | 78,463 | | |
| 7 | | 81,442 | | |
| 8 | | 83,011 | | |
| 9 | | 84,062 | | |
| 10 | | 85,113 | | |
| 11 | | 86,163 | | |
| 12 | | 87,215 | | |
| 13 | | 88,266 | | |
| 14 | | 89,316 | | |
| 15 | | 90,368 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| DEPARTMENT HEAD IV | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.230 | BTU.231 | BTU.232 | |
| 1 | 53,516 | 65,894 | 94,449 | |
| 2 | 55,005 | 68,600 | 96,042 | |
| 3 | 56,539 | 71,307 | 97,634 | |
| 4 | 58,120 | 74,013 | 99,227 | |
| 5 | 59,746 | 76,721 | 100,818 | |
| 6 | | 79,640 | | |
| 7 | | 82,664 | | |
| 8 | | 84,257 | | |
| 9 | | 85,323 | | |
| 10 | | 86,390 | | |
| 11 | | 87,456 | | |
| 12 | | 88,524 | | |
| 13 | | 89,590 | | |
| 14 | | 90,656 | | |
| 15 | | 91,724 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| DEPARTMENT HEAD III | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.240 | BTU.241 | BTU.242 | |
| 1 | 52,456 | 64,530 | 92,385 | |
| 2 | 53,909 | 67,170 | 93,938 | |
| 3 | 55,405 | 69,810 | 95,491 | |
| 4 | 56,947 | 72,450 | 97,045 | |
| 5 | 58,534 | 75,091 | 98,597 | |
| 6 | | 77,939 | | |
| 7 | | 80,889 | | |
| 8 | | 82,442 | | |
| 9 | | 83,483 | | |
| 10 | | 84,523 | | |
| 11 | | 85,563 | | |
| 12 | | 86,604 | | |
| 13 | | 87,645 | | |
| 14 | | 88,685 | | |
| 15 | | 89,726 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| DEPARTMENT HEAD III | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.240 | BTU.241 | BTU.242 | |
| 1 | 52,981 | 65,176 | 93,309 | |
| 2 | 54,448 | 67,842 | 94,878 | |
| 3 | 55,959 | 70,509 | 96,447 | |
| 4 | 57,517 | 73,175 | 98,016 | |
| 5 | 59,119 | 75,843 | 99,584 | |
| 6 | | 78,719 | | |
| 7 | | 81,698 | | |
| 8 | | 83,267 | | |
| 9 | | 84,318 | | |
| 10 | | 85,369 | | |
| 11 | | 86,419 | | |
| 12 | | 87,471 | | |
| 13 | | 88,522 | | |
| 14 | | 89,572 | | |
| 15 | | 90,624 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| DEPARTMENT HEAD III | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.240 | BTU.241 | BTU.242 | |
| 1 | 53,776 | 66,154 | 94,709 | |
| 2 | 55,265 | 68,860 | 96,302 | |
| 3 | 56,799 | 71,567 | 97,894 | |
| 4 | 58,380 | 74,273 | 99,487 | |
| 5 | 60,006 | 76,981 | 101,078 | |
| 6 | | 79,900 | | |
| 7 | | 82,924 | | |
| 8 | | 84,517 | | |
| 9 | | 85,583 | | |
| 10 | | 86,650 | | |
| 11 | | 87,716 | | |
| 12 | | 88,784 | | |
| 13 | | 89,850 | | |
| 14 | | 90,916 | | |
| 15 | | 91,984 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*



2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| DEPARTMENT HEAD II | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.250 | BTU.251 | BTU.252 | |
| 1 | 52,791 | 64,864 | 92,719 | |
| 2 | 54,243 | 67,504 | 94,272 | |
| 3 | 55,739 | 70,145 | 95,826 | |
| 4 | 57,281 | 72,785 | 97,379 | |
| 5 | 58,868 | 75,426 | 98,932 | |
| 6 | | 78,273 | | |
| 7 | | 81,223 | | |
| 8 | | 82,777 | | |
| 9 | | 83,817 | | |
| 10 | | 84,857 | | |
| 11 | | 85,897 | | |
| 12 | | 86,939 | | |
| 13 | | 87,979 | | |
| 14 | | 89,019 | | |
| 15 | | 90,061 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| DEPARTMENT HEAD II | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.250 | BTU.251 | BTU.252 | |
| 1 | 53,319 | 65,513 | 93,647 | |
| 2 | 54,786 | 68,180 | 95,216 | |
| 3 | 56,297 | 70,846 | 96,785 | |
| 4 | 57,854 | 73,513 | 98,353 | |
| 5 | 59,457 | 76,181 | 99,921 | |
| 6 | | 79,056 | | |
| 7 | | 82,036 | | |
| 8 | | 83,605 | | |
| 9 | | 84,656 | | |
| 10 | | 85,706 | | |
| 11 | | 86,757 | | |
| 12 | | 87,809 | | |
| 13 | | 88,859 | | |
| 14 | | 89,910 | | |
| 15 | | 90,962 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| DEPARTMENT HEAD II | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.250 | BTU.251 | BTU.252 | |
| 1 | 54,119 | 66,496 | 95,052 | |
| 2 | 55,608 | 69,203 | 96,645 | |
| 3 | 57,142 | 71,909 | 98,237 | |
| 4 | 58,722 | 74,616 | 99,829 | |
| 5 | 60,349 | 77,324 | 101,420 | |
| 6 | | 80,242 | | |
| 7 | | 83,267 | | |
| 8 | | 84,860 | | |
| 9 | | 85,926 | | |
| 10 | | 86,992 | | |
| 11 | | 88,059 | | |
| 12 | | 89,127 | | |
| 13 | | 90,192 | | |
| 14 | | 91,259 | | |
| 15 | | 92,327 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| DEPARTMENT HEAD I | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.260 | BTU.261 | BTU.262 | |
| 1 | 53,124 | 65,198 | 93,052 | |
| 2 | 54,576 | 67,838 | 94,606 | |
| 3 | 56,072 | 70,478 | 96,159 | |
| 4 | 57,614 | 73,118 | 97,712 | |
| 5 | 59,201 | 75,759 | 99,265 | |
| 6 | | 78,606 | | |
| 7 | | 81,556 | | |
| 8 | | 83,110 | | |
| 9 | | 84,150 | | |
| 10 | | 85,190 | | |
| 11 | | 86,231 | | |
| 12 | | 87,272 | | |
| 13 | | 88,312 | | |
| 14 | | 89,353 | | |
| 15 | | 90,394 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| DEPARTMENT HEAD I | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.260 | BTU.261 | BTU.262 | |
| 1 | 53,656 | 65,850 | 93,983 | |
| 2 | 55,123 | 68,517 | 95,552 | |
| 3 | 56,633 | 71,183 | 97,121 | |
| 4 | 58,191 | 73,850 | 98,690 | |
| 5 | 59,794 | 76,517 | 100,258 | |
| 6 | | 79,393 | | |
| 7 | | 82,373 | | |
| 8 | | 83,941 | | |
| 9 | | 84,992 | | |
| 10 | | 86,043 | | |
| 11 | | 87,094 | | |
| 12 | | 88,145 | | |
| 13 | | 89,196 | | |
| 14 | | 90,247 | | |
| 15 | | 91,298 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| DEPARTMENT HEAD I | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.260 | BTU.261 | BTU.262 | |
| 1 | 54,461 | 66,838 | 95,393 | |
| 2 | 55,950 | 69,545 | 96,986 | |
| 3 | 57,483 | 72,251 | 98,578 | |
| 4 | 59,064 | 74,958 | 100,171 | |
| 5 | 60,691 | 77,665 | 101,762 | |
| 6 | | 80,584 | | |
| 7 | | 83,609 | | |
| 8 | | 85,201 | | |
| 9 | | 86,267 | | |
| 10 | | 87,334 | | |
| 11 | | 88,401 | | |
| 12 | | 89,468 | | |
| 13 | | 90,534 | | |
| 14 | | 91,601 | | |
| 15 | | 92,668 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*



2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| CALENDAR YEAR ASSOCIATE | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.270 | BTU.271 | BTU.272 | |
| 1 | 55,717 | 69,606 | 101,652 | |
| 2 | 57,387 | 72,643 | 103,439 | |
| 3 | 59,108 | 75,681 | 105,227 | |
| 4 | 60,883 | 78,718 | 107,014 | |
| 5 | 62,708 | 81,757 | 108,799 | |
| 6 | | 85,033 | | |
| 7 | | 88,427 | | |
| 8 | | 90,214 | | |
| 9 | | 91,411 | | |
| 10 | | 92,608 | | |
| 11 | | 93,804 | | |
| 12 | | 95,003 | | |
| 13 | | 96,199 | | |
| 14 | | 97,396 | | |
| 15 | | 98,594 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| CALENDAR YEAR ASSOCIATE | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.270 | BTU.271 | BTU.272 | |
| 1 | 56,274 | 70,303 | 102,669 | |
| 2 | 57,962 | 73,370 | 104,474 | |
| 3 | 59,700 | 76,439 | 106,280 | |
| 4 | 61,492 | 79,506 | 108,084 | |
| 5 | 63,335 | 82,576 | 109,888 | |
| 6 | | 85,884 | | |
| 7 | | 89,311 | | |
| 8 | | 91,117 | | |
| 9 | | 92,326 | | |
| 10 | | 93,534 | | |
| 11 | | 94,742 | | |
| 12 | | 95,953 | | |
| 13 | | 97,162 | | |
| 14 | | 98,371 | | |
| 15 | | 99,580 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| CALENDAR YEAR ASSOCIATE | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.270 | BTU.271 | BTU.272 | |
| 1 | 57,119 | 71,358 | 104,210 | |
| 2 | 58,832 | 74,471 | 106,042 | |
| 3 | 60,596 | 77,586 | 107,875 | |
| 4 | 62,415 | 80,699 | 109,706 | |
| 5 | 64,286 | 83,815 | 111,537 | |
| 6 | | 87,173 | | |
| 7 | | 90,651 | | |
| 8 | | 92,484 | | |
| 9 | | 93,711 | | |
| 10 | | 94,938 | | |
| 11 | | 96,164 | | |
| 12 | | 97,393 | | |
| 13 | | 98,620 | | |
| 14 | | 99,847 | | |
| 15 | | 101,074 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2016-17 BTU Career Pathway Salary Schedule Effective July 1, 2016

| IEP TEAM ASSOCIATE | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.280 | BTU.281 | BTU.282 | |
| 1 | 50,890 | 62,963 | 90,818 | |
| 2 | 52,342 | 65,604 | 92,372 | |
| 3 | 53,838 | 68,244 | 93,925 | |
| 4 | 55,380 | 70,884 | 95,478 | |
| 5 | 56,967 | 73,525 | 97,031 | |
| 6 | | 76,372 | | |
| 7 | | 79,322 | | |
| 8 | | 80,876 | | |
| 9 | | 81,916 | | |
| 10 | | 82,956 | | |
| 11 | | 83,997 | | |
| 12 | | 85,038 | | |
| 13 | | 86,078 | | |
| 14 | | 87,119 | | |
| 15 | | 88,160 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2017-18 BTU Career Pathway Salary Schedule Effective July 1, 2017

| IEP TEAM ASSOCIATE | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.280 | BTU.281 | BTU.282 | |
| 1 | 51,399 | 63,594 | 91,727 | |
| 2 | 52,866 | 66,260 | 93,296 | |
| 3 | 54,377 | 68,927 | 94,865 | |
| 4 | 55,935 | 71,593 | 96,434 | |
| 5 | 57,537 | 74,261 | 98,002 | |
| 6 | | 77,136 | | |
| 7 | | 80,116 | | |
| 8 | | 81,685 | | |
| 9 | | 82,736 | | |
| 10 | | 83,786 | | |
| 11 | | 84,837 | | |
| 12 | | 85,889 | | |
| 13 | | 86,940 | | |
| 14 | | 87,990 | | |
| 15 | | 89,042 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*

2018-19 BTU Career Pathway Salary Schedule Effective January 1, 2019

| IEP TEAM ASSOCIATE | | | | |
|---|---|---|---|---|
| | Standard | Professional | Model | * |
| Interval | BTU.280 | BTU.281 | BTU.282 | |
| 1 | 52,170 | 64,548 | 93,103 | |
| 2 | 53,659 | 67,254 | 94,696 | |
| 3 | 55,193 | 69,961 | 96,288 | |
| 4 | 56,775 | 72,667 | 97,881 | |
| 5 | 58,401 | 75,375 | 99,473 | |
| 6 | | 78,294 | | |
| 7 | | 81,318 | | |
| 8 | | 82,911 | | |
| 9 | | 83,978 | | |
| 10 | | 85,043 | | |
| 11 | | 86,110 | | |
| 12 | | 87,178 | | |
| 13 | | 88,245 | | |
| 14 | | 89,310 | | |
| 15 | | 90,378 | | |

**If hired for a Lead Teacher position, a teacher moves to the Lead Pathway of the Base Teacher salary schedule and the interval with the next highest salary from the salary of the teacher's previous position.*



## ADDENDUM II

| | 7/1/2016 | 7/1/2017 | 1/1/2019 |
|---|---|---|---|
| Director of Athletics | $5,493 | $5,548 | $5,632 |
| Co-Curricular Chairperson | $3,316 | $3,350 | $3,401 |
| Badminton | $3,325 | $3,359 | $3,410 |
| Baseball (Varsity) | $3,779 | $3,817 | $3,875 |
| Baseball (Jr. Varsity) | $3,477 | $3,512 | $3,565 |
| Cross Country (Varsity/Jr. Varsity) | $3,629 | $3,666 | $3,721 |
| Football (Varsity) | $4,971 | $5,021 | $5,097 |
| Football (Varsity Asst.) | $4,092 | $4,133 | $4,195 |
| Football (Jr. Varsity) | $3,779 | $3,817 | $3,875 |
| Football (Jr. Varsity Asst.) | $3,477 | $3,512 | $3,565 |
| Gymnastics | $3,779 | $3,817 | $3,875 |
| Lacrosse (Varsity) | $3,779 | $3,817 | $3,875 |
| Lacrosse (Jr. Varsity) | $3,477 | $3,512 | $3,565 |
| Soccer (Varsity) | $3,779 | $3,817 | $3,875 |
| Soccer (Jr. Varsity) | $3,477 | $3,512 | $3,565 |
| Softball (Varsity) | $3,779 | $3,817 | $3,875 |
| Softball (Jr. Varsity) | $3,477 | $3,512 | $3,565 |
| Swimming (Varsity) | $3,779 | $3,817 | $3,875 |
| Swimming (Jr. Varsity) | $3,477 | $3,512 | $3,565 |
| Tennis | $3,325 | $3,359 | $3,410 |
| Track (Varsity) | $3,779 | $3,817 | $3,875 |
| Track (Jr. Varsity) | $3,477 | $3,512 | $3,565 |
| Volleyball (Varsity) | $3,779 | $3,817 | $3,875 |
| Volleyball (Jr. Varsity) | $3,477 | $3,512 | $3,565 |
| Wrestling (Varsity) | $3,779 | $3,817 | $3,875 |
| Wrestling (Jr. Varsity) | $3,477 | $3,512 | $3,565 |
| Custodian of Equipment | $3,779 | $3,817 | $3,875 |
| Director of Modern Dance | $3,325 | $3,359 | $3,410 |
| Basketball (Varsity) | $4,232 | $4,275 | $4,340 |
| Basketball (Jr. Varsity) | $3,779 | $3,817 | $3,875 |

**ADDENDUM III**
Representation Fee

**1. Amount and Purpose of Representation Fee.**

A. On or before August 20 of each contract year, the Union will determine the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under the present version of the Maryland Code Annotated Sections 6-401 et seq. of the Education Article. The fee may include all costs incurred by the Union: (1) in negotiation, administration and implementation of the terms of a Memorandum of Understanding or Labor Agreement, all modifications and amendments thereto, and all related proceedings before an Impasse Panel or arbitrator; (2) in processing grievances; (3) in the conduct of disciplinary proceedings under Sections 6-201 and 6-202 of the Education Article and in the appeal thereof; (4) in the protection and improvement of civil service rights; (5) in the protection of rights available under local, state and federal anti-discrimination laws; and (6) in any and all other proceedings and matters for which the Union is deemed an exclusive bargaining representative.

B. The Union will base its determination of the representation fee on an audit of its financial records and other documents describing the Union's activities for bargaining unit members and will be guided by the language of Section 6-407 of the Education Article, and United States Supreme Court decision in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), and other relevant federal and state court decisions. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, or activities to or benefiting only union members.

C. Each year, when it determines the representation fee, the Union shall follow these guidelines (which guidelines shall be irrefutably presumptive and may not be challenged in any proceeding on the amount of the fee in any year):

(i) The Union shall not charge nonmembers for its costs associated with the Dial-A-Teacher program, Day Camp, Local and State AFL-CIO per capita or affiliation fees and organizing.



(ii) The Union shall charge nonmembers for its costs associated with the Teacher Center Program, Accounting & Bookkeeping Services, teacher orientation services, insurance premiums, service grants (that do not include items otherwise excluded under 1.C.(i).), preservation or defense of the Union's status as an exclusive bargaining representative, or in the adjustment of any jurisdictional disputes.

(iii) The Union shall charge the lesser of either: (a) the chargeable portion of the per capita tax paid by BTU to AFT as determined by the American Federation of Teachers, or (b) seventy and five tenths percent (70.5%) of per capita taxes or dues paid to the American Federation of Teachers, but in no event more than 70.5%.

(iv) Those costs associated with legislative activities (before City Council and the Maryland General Assembly), Conferences, and all other expenses, shall be allocated, as between chargeable and non chargeable expenses, by purpose, and shall be chargeable to nonmembers to the extent permitted under Sec. l.A above.

(v) The Union shall not claim as chargeable (or attempt to collect a fee) any item or items of expense for which there is insufficient competent evidential material to support a charge against nonmembers, or for that portion of its expenses or financial statements as to which Certified Public Accountants express either a qualified or adverse opinion (AICPA Sections 509.15, 509.16 & 509.17), or a disclaimer of opinion (AICPA Sections 509.45, 509.46 & 509.47).

(vi) The Union shall engage independent public accountants to audit and issue a Special Report on its allocation of chargeable and nonchargeable costs, consistent with AICPA Section 621.

**2. Notices to Employees.**
On or before September 10 in each contract year thereafter, the Union will send written notice, using either the public school system's interdepartmental mail facilities or United States Postal Service mail, as it may prefer, to each employee in the unit who is required to pay such a fee under Article II, Section 2.15 of the Agreement. The notice will inform and disclose to each member of the bargaining unit:

A. His or her obligation under Article II, Section 2.15 et seq. of the Agreement to pay a representation fee;

B. All procedures described in Article II, Section 2.15 of the Agreement and this Addendum;

C. The amount of the representation fee and the manner in which it was determined, including financial disclosure of the major categories of Union expenditures which form the basis for the representation fee;

D. The Board's procedure for automatic payroll deduction of the representation fee and the transmission of such fee to the Union; and

E. The employee's option not to pay the fee, where, if documented, the employee sincerely holds religious beliefs opposed to joining or supporting a labor organization.

**3. Pro Rata Portion in Certain Circumstances.**
If an employee who is required to pay a representation fee under Article II, Section 2.15 of the Agreement is employed on a part-time basis, or for less than a full contract year, the representation fee for that employee for said contract year will be a pro rata portion of the annual fee, based on the number of days or proportion of time actually worked during said year rounded to nearest month.

**4. Collection of the Fee.**
The fee will be collected by direct payroll deduction made bi weekly, out of wages, in installments that are as equal as practicable. Collections shall begin, each year, no earlier, than the first full payroll period in the month of October.

**5. Exclusions.**
A. The obligation to pay a representation fee will not apply to an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this Subsection for an exemption from the obligation to pay a representation fee for any contract year, an employee must:

(1) Submit to the Union and the Board prior to October 15 of each contract year, or within thirty (30) days after being hired into a bargaining unit position, whichever is later, a written statement setting forth the basis of his or her religious beliefs;

(2) During said contract year, pay an amount equal to the representation fee to a non religious, nonunion charity or to such other charitable organization as may be agreed upon by the employee and the Union; and

(3) Prior to the end of said contract year furnish to the Union and the Board written proof of such payment. However, if dictated by administrative need, the Union may continue to collect and segregate the amount of the fee out of the employee's pay, biweekly, and, at the year's end, upon tender of proof that the employee has made the agreed contribution, return or remit such sum back to the employee, without interest.

B. Article II, Section 2.15 of the Agreement will not apply to substitute teachers who work on a short-term day-to-day basis as described in Section 6-407(c)(3) of the Education Article.

**6. Information and Disputes.**
A. Within ten (10) days after the end of each calendar month, the Board will submit to the Union a list of all employees who are newly hired into unit positions during the previous month.

B. Any dispute between the Union and the Board as to the meaning or application of Article II, Section 2.15 of the Agreement or as to this Addendum or as to the administration or the representation fee will constitute a grievance within the meaning of the grievance procedure in Article 4 of this Agreement, and will be processed accordingly. However, any dispute or protest by an employee who is required to pay a representation fee shall be handled between the protesting employee and

the Union in a manner described in paragraph 7 of this Addendum.

**7. Protest Procedure and Escrow Provisions.**

A. Any employee who is obligated to pay a representation fee as described herein, shall have the right to protest and dissent from the amount of the representation fee, including the method of the assessment of the fee; the manner in which the representation fee was determined; the calculations involved; and the financial information upon which the representation fee was based. Such protests shall be handled exclusively in the manner herein.

B. Within thirty (30) days after the cause or reason for any protest shall occur, the affected employee, for himself or herself shall file a written statement of protest with the Union and Board, in identical duplicate copies. A letter stating the employee's grounds for objection shall be sufficient. However, any objection not filed within thirty (30) days shall be deemed to have been waived as not timely filed. Any objection to the amount of computation of the fee in any school year must be filed within thirty (30) days after notice of that fee, as provided in Article II, Section 2.15 (C) of this Agreement, and in paragraph 2 of this Addendum, is distributed.

C. A dissenting employee timely filing his or her own written objection shall be entitled to have his or her protest expeditiously resolved by an impartial arbitrator. The impartial arbitrator shall be selected by the Union and the employee and the dispute resolved as follows:

(1) The employee shall file his or her protest in writing with the Union and the Board within thirty (30) days after receiving notice of the representation fee. The protesting employee shall state the basis for the protest. The written protest may be sent certified mail or registered mail, or hand delivered, to both the Union and the Board.

(2) The Union may answer the objections of all employees in a single written response, but such response shall be placed in either the interdepartmental mail or regular mail within thirty (30) days after the objections period that is referred to in paragraph 7.B. of this Addendum has expired.



(3) If no resolution is reached, the Union will request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who are each members of the National Academy of Arbitrators. The selection of the arbitrator will be made by alternate strikes from the list furnished by FMCS until one name remains who shall be the arbitrator to hear and determine the objections of all employees who file timely written protests. The employees shall have the right to exercise the first strike. However, if the objecting employees cannot agree on a single spokesperson to strike for an arbitrator, then the Union may request either the Director of the Federal Mediation and Conciliation Service or the Director of the Maryland State Mediation Service to assist in selecting an arbitrator, either by striking for an arbitrator or by choosing one name off of the list of seven provided by the FMCS.

(4) The protesting employees and the Union shall each be solely responsible for their own attorney's fees and other representation costs.

(5) The arbitrator shall consolidate the objections of all employees and shall issue one opinion to determine their claims. To the extent permitted by law, the decision of the arbitrator shall be final and binding on all protesting employees and the Union.

(6) The arbitrator shall be limited in authority to rule upon the issue or issues stated in the written protest submitted by the protesting employee. The arbitrator may refer to and rely on existing legal authority on agency or representation fees outside of the Agreement when ruling on the amount of the fee.

D. Written notice of protest by an employee shall not relieve him or her of the obligation to pay the representation fee. However, immediately upon receipt of the notice of protest, the Union shall place the amount of the protesting employee's representation fee which is in dispute in an escrow fund and shall continue to place the challenged portion of representation fee in escrow until the protest is resolved. The Union shall be obligated only to so segregate the funds of protesting employees.

E. The fund shall be maintained by the Union at an independent bank or trust company and the agreement therefore shall provide that the escrow account be interest bearing. The Union shall not invade the fund until the receipt of the opinion of the arbitrator; and then only in accordance with that decision.

F. The Union shall furnish protesting employees with verification of the terms of the escrow arrangement and, on reasonable request, the status of the fund as reported by the bank.

G. When issuing a decision and award, the arbitrator shall determine the disbursement of the disputed representation fee held in escrow and the Union shall not release the funds to its general account or to a protesting employee except by direction of an arbitrator or by mutual agreement of the Union and the protesting employees.



**Side Letter #1 between the Baltimore Teachers Union, American Federation of Teachers Local 340, AFL-CIO and the Baltimore City Board of School Commissioners**

The Board agrees that all teachers or other certificated employees in the unit represented by the Union shall be presented with either a Regular Contract or a Provisional Contract. Any teacher or other certificated employee who shall earn tenure shall receive a written or electronic communication from the Board notifying tenure has been granted.

Edmund J. O'Meally, Date
Chief Negotiator
Baltimore City Board of School Commissioners

Dr. Lorretta Johnson, Date
Chief Negotiator
Baltimore Teachers Union, American
Federation of Teachers Local 340, AFL-CIO

**Side Letter #2 between the Baltimore Teachers Union, American Federation of Teachers Local 340, AFL-CIO and the Baltimore City Board of School Commissioners**

The Board agrees that the expedient resolution of grievances is in the best interests of all parties. Accordingly, the Board and the Union shall collaborate on the training of staff on the Collective Bargaining Agreement with a focus on timely grievance processing in accordance with the Collective Bargaining Agreement.

No grievance that advances to the next step shall be remanded to a lower step. The terms of this letter are not to be used as evidence in any arbitration for a grievance filed prior to the date hereof.

Edmund J. O'Meally, Date
Chief Negotiator
Baltimore City Board of School Commissioners

Dr. Lorretta Johnson, Date
Chief Negotiator
Baltimore Teachers Union, American
Federation of Teachers Local 340, AFL-CIO



**Side Letter #3 between the Baltimore Teachers Union, American Federation of Teachers Local 340, AFL-CIO and the Baltimore City Board of School Commissioners**

SST/504

The Board acknowledges that the function of the SST/504 chair is vital and time must be dedicated to the work in support of students. As outlined in the current budget guidance, in order for a Social Worker to serve in the role of the SST/504 chair a school must provide funding to increase the hours of the Social Worker above and beyond the time allocated by the district. The Board will issue updated guidance within the Fair Student Funding process that denotes guidelines on the approximate number of additional days of time that should be allocated based on school enrollment in order for a Social Worker to serve in the role of SST/504 chair beginning in the FY18 budget cycle.

Emergency Petition

The expertise brought by Social Workers when a student is experiencing trauma that necessitates an emergency petition is documented and appreciated by the Board. The Board recognizes that Social Workers may not always be the only representative that accompanies a student if such action is necessary and will issue guidance to schools regarding appropriate supervision when these circumstances arise.

Edmund J. O'Meally, Date
Chief Negotiator
Baltimore City Board of School Commissioners

Dr. Lorretta Johnson, Date
Chief Negotiator
Baltimore Teachers Union, American
Federation of Teachers Local 340, AFL-CIO

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