

Summary of Tentative* **AGREEMENT**

between the

[BTU LOGO]

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

AND

**BALTIMORE CITY BOARD
OF
SCHOOL COMMISSIONERS**

2016-2019

*Changes in the 2013-2016 agreement are noted as follows:

- All changes are highlighted
- Deletions are marked with a ~~strikethrough~~
- Additions are marked in **bold and underlined**
- (Articles and sections that have not been changed are not included in this summary.)

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

1.2 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 **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.

1.5 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 **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

2.6 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.
- ~~C. The list to be given to the Union under Section 2.6.B. shall include the name, home address, class title of any employee as defined in Article 1.2 hired either: (i) in a list that is prepared for that purpose; or (ii) through a copy of the Entry Ticket prepared by BCPSS for the new employee. BCPSS shall have no obligation to give the Union any information other than that contained on an Entry Ticket.~~

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 (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 ~~quarterly~~ **monthly** computer payroll printout showing those teachers for whom dues have been deducted. **Changes in this list shall be supplied monthly.**
- 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.

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 ~~current 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.** February 24, 2014. The Board agrees to take all appropriate steps to ensure that this 1% stipend shall be paid as a part of each affected employee's regular salary, such that the full amount of annual earnings called for under this Agreement will be reportable to the State Retirement and Pension Systems of Maryland as the annual earnings of the employee. **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. All salary schedules shall be increased by 1% on July 1, 2014, and increased by 1% on July 1, 2015. Supplemental salary schedules remain in effect, and increase by 1% on July 1, 2014, and 1% on July 1, 2015, e.g. coaches, clinicians, department heads, etc. Employees shall receive wages as they are shown on the salary schedules in Addenda I and II.

5.2 Baltimore Professional Practices and Student Learning Program (BPPSLP) ~~and Compensation for 2013-2014 through 2015-2016 School Years~~

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.

~~New~~ 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 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 10 members, 5 appointed by the Board and 5 appointed by the Union which shall include the CEO, the BTU President, and their designees, which must meet within 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, 2016**, 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, 2016**, 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 ~~as follows: for the 2013-2014 fiscal year there shall be 6 members, 3 appointed by the Board and 3 appointed by the Union, for the~~

~~2014-2015 fiscal year there shall be~~ **of** 4 members, 2 appointed by the Board and 2 appointed by the Union, ~~and for the 2015-2016 fiscal year there shall be 2 members, 1 appointed by the Board and 1 appointed by the Union~~, which is staffed by employees whose full time responsibilities are ~~to serve on the panel~~. 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, 2013 2016 to June 30, 2016 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 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, 2013 2016 to June 30, 2016 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 **a Satisfactory or 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 ~~except for those alternative placement teachers who are placed on Model teacher pathway effective July 1, 2011 as agreed to in the “Alternative Option for Placement in the Model Pathway” who shall be reviewed after the third year. No person who has been assigned as a Model or Lead Teacher shall suffer any reduction in pay if that person is involuntarily re-assigned to the position of Professional Teacher without just cause.~~

Peer Review Process for Retaining Model Status

Option 1: ~~Alternatively placed Model teachers who have 2 proficient and no unsatisfactory evaluations over the last 3 years (SY10-11, SY11-12, SY12-13) and who have actively participated on the PPRC for at least 2 cohorts (trained and available to score) shall remain on the Model pathway and continue to move along the intervals.~~

OR

Option 2: ~~Alternatively placed Model teachers who have 3 proficient and no unsatisfactory evaluations over the last 3 years (SY10-11, SY11-12, SY12-13) shall remain on the Model pathway and continue to move along the intervals.~~

OR

Option 3: ~~Alternatively placed Model teachers who have 2 or fewer proficient evaluations, have not actively participated on the PPRC for at least 2 cohorts (trained and available to score) and have no unsatisfactory evaluations over the last 3 years (SY10-11, SY11-12, SY12-13) shall complete domains 1 and 4 of the Model peer review process. Upon successful completion, they shall remain on the Model pathway and continue to move along the intervals.~~

~~After meeting any of the above criteria either Option 1, Option 2, or Option 3, the Model teacher shall be reviewed every five years.~~

~~Any alternatively placed Model teacher who does not meet either Option 1, Option 2, or Option 3 above shall retain his/her current pay level but shall not be eligible for interval movement until he or she meets either Options 1, 2, or 3, with the substitution of the words “highly effective” for the word “proficient” and the substitution of the word “ineffective” for the word “unsatisfactory” in describing the necessary ratings on annual evaluations.~~

~~Alternatively Placed Model teachers who have an unsatisfactory rating over the last 3 years (SY10-11, SY11-12, SY12-13) shall retain his/her current pay level but shall not be eligible for interval movement until he or she meets either Options 1, 2, or 3 over the next three years (SY13-14, SY14-15, SY15-16), with the substitution of the words “highly effective” for the word “proficient” and the substitution of the word “ineffective” for the word “unsatisfactory” in describing the necessary ratings on annual evaluations.~~

After the 2013-2014 review of alternatively placed Model teachers, all teachers on the Model pathway shall remain on the Model pathway and continue to move along the intervals if they have proficient/highly effective evaluations for at least 3 of the prior 5 years of being on the Model pathway with no Developing or Ineffective ratings in those 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 3 out of 5 years.

E. Evidence of Success

By no later than March 31, ~~2016-2019~~, 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, 2016~~ **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 ~~Plan C program (diagnostic endorsement #4)~~ **Preferred Provider Network ("PPN")** in effect during the ~~2009-2010-2015-2016~~ 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.** ~~Optional mail order for a ninety (90) day fill with a \$15.00 co pay for generic drugs and a \$20 co pay for brand drugs.~~
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 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 ~~unmarried~~ dependents **under the age of 26** ~~who are full-time students~~ shall be covered by BCPSS **Health Plans**, General Prescription Drug, and Vision Care Programs ~~until the end of the calendar year the dependents reach age 23 or to the end of the year they cease being full-time students, whichever occurs first.~~ Verification of enrollment must be provided in accordance with the rules and regulations of the Office of Benefits Management.

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, ~~2013~~ **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	\$150/individual \$400/family None	\$150/individual \$400/family None
Co-insurance	100% except for mental health doctors’ visits which are at 50%	100% or 80% except for mental health doctors’ visits are at 50% and substance abuse at \$25 co-pay/visit

	100% of allowed benefit (no service restrictions)	80% of allowed benefit (no service restrictions)
Employee Annual Out-of-Pocket Maximum (excludes mental health)	\$400	\$400 \$2,000/individual \$4,000/family
Lifetime Maximum Benefit	\$1,000,000 Unlimited	\$1,000,000 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%	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	\$5.00 10.00 co-pay for primary physician, \$10.00 20.00 co-pay for specialists	\$5.00 co-pay for primary physician, \$10 80% allowed benefit (no co-pay)
Preventive Care Routine physical + related services Gyn exam Mammogram All services	100% at one/3/yrs. one per year 100% at one/yr. 100% per schedule of freq. 100% allowed benefit (no co-pay)	80% at one/3 yrs. 80% at one/yr. 80% per schedule of freq. 80% allowed benefit (no co-pay)
Well-Child Care	100% for schedule of visits based on age, \$75 professional fee max immunizations included with visits allowed benefit	80% for schedule of visits based on age, \$75 professional fee max immunizations included with visits allowed benefit
Hospice		

	100% up to \$20,000 individual lifetime maximum allowed benefit	100% up to \$20,000 individual lifetime maximum allowed benefit
Inpatient Mental Health	30 days/180 days at 100%; 90 day renewal Pays same as medical	\$100 deductible, 30 days/180 days at 80%; 90 day renewal Pays same as medical
Inpatient Substance Abuse	7 days detox/CY, at 100%; 30 days in approved facility at 100% Pays same as medical	7 days detox/CY, at 80% after \$100 deductible; 30 days in approved facility at 80% Pays same as medical
Outpatient Mental Health	100 visits/CY at 50% co-pay not to exceed \$30/visit Pays same as medical	100 visits/CY at 50% co-pay not to exceed \$30/visit Pays same as medical
Outpatient Substance Abuse	100% up to 30 visits/CY or \$3000 max per CY Pays same as medical	\$25 co-pay/visit up to 30 visits/CY or \$3000 max per CY 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

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

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 Family: \$3,600 Includes mental and nervous coverage. The following services do not apply to out-of-pocket maximum: <ul style="list-style-type: none"> • Outpatient drugs, supplies, and supplements, including blood, blood products, and medical foods 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	\$100 co-pay (waived if admitted)
Urgent Care	\$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	100% at one/yr.
Routine physical + related services	
Gyn exam	100% at one/yr.
Mammogram	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, ~~2013~~ **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 <ul style="list-style-type: none"> • Examination • Cleaning • x-rays 	\$0 \$0 \$0
Minor Restorative <ul style="list-style-type: none"> • Fillings and extractions • Oral surgery • Endodontic services¹ • Periodontal services¹ 	\$0 \$40-\$196 based on specific service \$45-\$310 based on specific service \$25-\$145 based on specific service
Major Restorative <ul style="list-style-type: none"> • Crowns • Bridges • Complete Dentures 	\$92-\$190 based on specific service \$115-\$291 based on specific service \$249-\$264 based on specific service
Complete Orthodontics	\$1,850 co-pay

DPPO “Buy Up” Option (Voluntary)
Summary of Benefits

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

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

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, ~~2013~~ **2016** shall be discontinued because it is excluded from the table which follows:

Plan Feature	Payment Participating / Non-Participating
Exam	100%/\$25.00
Lenses <ul style="list-style-type: none"> • Single • Bifocal • Bifocal progressive • Trifocal 	100%/\$20.00 100%/\$33.00 100%/\$40.00 100%/\$47.00
Frames	Retail allowance up to \$70.00/\$25.00
Contact Lenses <ul style="list-style-type: none"> • Medically necessary • Cosmetic, replace single vision lens • Cosmetic, replace bifocal lens 	100%/\$135.00 Retail allowance up to \$45.00/\$45.00 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 <ul style="list-style-type: none"> • Single • Bifocal • Bifocal progressive • Trifocal • Lenticular 	<u>100%/\$41.50</u> <u>100%/\$67.00</u> <u>100%/\$100.50</u> <u>100%/\$89.50</u> <u>100%/\$156.50</u>
Frames	<u>Retail allowance up to \$130.00/\$29.50</u>
Contact Lenses <ul style="list-style-type: none"> • Medically necessary • Cosmetic, replace single vision lens • Cosmetic, replace bifocal lens 	<u>100%\$135.00</u> <u>Retail Allowance up to \$71.00/\$71.00</u> <u>Retail Allowance up to \$71.00/\$71.00</u>
Frequency for Benefit	<u>Exam + one pair of eye glasses or contact lenses once every 12 months</u>

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 ~~\$35,000.00~~ **\$70,000.00.**
3. The Joint Health Insurance Committee, named by the Board and named by the Union shall be established to ~~monitor the health program and to work collaboratively to achieve sustainable savings in health care and for the purpose of reviewing the health plan in light of changes anticipated under the Affordable Care Act~~ **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 ~~commencing January of 2014~~ and shall submit a quarterly report to the Board of School Commissioners ~~beginning March 14, 2014.~~ Any committee member **On a quarterly basis, the Health Insurance Program shall send to the Union** shall be entitled to request and receive all utilization, expenditures and financial data ~~directly from the Health Insurance Program.~~ Members of the committee shall have timely access to all utilization, expenditures and financial data regarding insurance programs covering teachers employed. The Joint Committee will meet upon request to discuss the effectiveness and status of the program with the Health Insurance Program at least twice a year. The Health Insurance Program shall not make any changes in insurance benefits without first consulting the Joint Committee. **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 **Traditional POS** and HMO coverage for a period not to exceed ~~thirty (30)~~ **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 ~~2010-2013~~ **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.

ARTICLE VII

Teacher Hours and Working Conditions

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** ~~include twenty-five (25) teaching periods five (5) preparation periods,~~ 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 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 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 7 hour and 5 minute duty day and/or beyond the 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 ~~created~~ **negotiated** no later than August 15, 2013 for the terms of this Agreement of each school year.

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.

7.18 State Mandated Assessments

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

7.19 School Based Options

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 IX Evaluation

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 90 days of the expiration of the certificate.

ARTICLE X

Transfers

10.1 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 ~~to the Executive Director of Elementary/Middle or Secondary Schools~~, 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-day meeting is requested, the transfer shall not be carried out until after the three-day meeting and subsequent appeal meeting with the ~~Executive Director of Elementary/Middle or Secondary Schools~~ Instructional Leader Executive Director, the Executive Director of Secondary Schools, or appropriate BCPSS administrator have taken place.

ARTICLE XV

Leaves of Absence

15.21 Leave for BCPSS/Union Service.

The Board and the Union agree ~~to share~~ that the **Board will cover** the cost of the salary and benefits ~~(50%-50%)~~ for up to ~~six (6)~~ **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.

ARTICLE XVII

Student Discipline

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.**

ARTICLE XVIII

Unit Subdivisions

18.2

- 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 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 ~~flexible scheduling in their~~ **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 Baltimore City Public Schools' Central Cataloging Unit will catalog and process materials for the school libraries/media centers.~~

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, 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 ~~private~~ **confidential, but not dedicated**, work space when testing and counseling children, as well as access to a telephone, desk, ~~and~~ lockable file cabinet, **and computer with special education programs.**

~~D. School Social Workers continuing education units shall be evaluated as a part of the promotional procedure.~~ 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 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.

18.5 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 case-load 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. ~~Formal observation of counselors shall only be done by the Office of guidance Services personnel, holding National Counselor Certification (NCC) credential and/or a Maryland Professional Counselor's License.~~ **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.**

18.7 ~~Speech/Language~~ **Speech-Language Pathologists**

- A. The recommendations of the American ~~Speech/Language~~ **Speech-Language** Hearing Association that caseloads not exceed forty (40) students per ~~Speech/Language~~ **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~~ **Speech-Language** Pathologists with ~~ASHLA~~ **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~~ **Speech-Language** Pathologists identified to provide this supervision should be given consideration for schedule adjustments.
- C. ~~The Speech/Language~~ **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-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-Speech-Language** Pathologists.
- F. **Speech/Language-Speech-Language** Pathologists shall be eligible to apply for I.E.P. team chairperson positions.
- G. **Speech/Language-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-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-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-Speech-Language** Pathologists shall be evaluated as Clinical Staff. Clinical skills will be evaluated by a certified **Speech/Language-Speech-Language** Pathologist. Should the Board organize a committee to review, amend or revise the evaluation instrument or evaluation procedure for **Speech/Language-Speech-Language** Pathologists, one member of the committee shall be a "teacher level" **Speech/Language-Speech-Language** Pathologist who shall be appointed by the Union.
- K. The Board shall provide each **Speech/Language-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-Speech-Language** Pathologist. These materials shall be for the exclusive use of the **Speech/Language-Speech-Language** Pathologist.
- L. **Speech/Language-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. **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 ~~October 1, 1998~~ **November 1, 2017** and end on ~~July 1, 1999~~ **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 **typewriters 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.** ~~Wherever possible, and where the expenditure of additional monies is not required, the Board shall identify and eliminate obvious safety hazards~~ 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** The need for a support system for **Special Education** teachers in special education 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 work-shops 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. ~~The only forms required shall be those provided by the appropriate administrator in the Central Office.~~ **All Special Educators will be provided with Maryland Online training.**
- E. ~~All forms shall be stored in an appropriate central location.~~
- F. ~~Priority shall be given to the Special Education Department by the Data Center for updating SETS information.~~
- G. ~~By October 31 of each year of this Agreement, a~~ **A** calendar of Special Education staff development activities shall be issued.
- H. ~~Secondary Special Education Department Heads may be required to teach at least one class.~~
- I. ~~Within the availability of current financial and staff resources, a support system for Elementary Special Education teachers will be continued.~~
- J. ~~For every twenty (20) students listed on SETS Nature 11, a school site will be assigned a 1 position for I.E.P. Team Associates (ITAs).~~
- K. The Board will provide training in Special Education discipline for new teachers and teachers in need of assistance.
- L. ~~Current curriculum guides, with Special Education components, will be distributed to Special Education teachers.~~
- M. ~~For the development of ITAs, vocational education and objectives will be used by secondary Child Study Team process.~~
- N. Training in vocational career education will be available to secondary Special Education teachers.

- O. The Board will provide training for all staff on the new graduation requirements and their impact on Special Education students.
- ~~P. The Board will provide training for new teachers on the Child Study Team Process.~~
- ~~Q. The Board shall provide training to staff on the implementation of ITA mandated transition services.~~
- R. Teachers assigned to programs for students with emotional disabilities shall have access to psychiatric consultation resource services for their students on a regular basis.

18.14 **School** Psychologists

- A. **School** Psychologists shall be provided with ~~private 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.**

18.16 Audiologists

- A. The Board shall provide ~~operational and working tympanometers and audiometers~~ 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 for Audiologists. ~~Space for privacy shall be provided at the assessment center.~~ **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 desk, chair, file cabinet, table and access to a telephone~~ **a computer with access to special education programs, basic office supplies, and access,** ~~a desk, chair, file cabinet, table and access to a telephone~~ 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, **an adjustment to the teacher's teaching schedule will be made 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.

~~18.21~~ 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.

~~18.22-18.21~~ 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.

18.23-18.22 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 Associate 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 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. ~~Such meetings shall not be used by either party to present or discuss grievances in any form or fashion.~~ 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, ~~2013-2016~~, and shall continue in force and effect until June 30, ~~2016-2019~~.

This Agreement is signed on this ____ day of _____, ~~2014~~ ~~2017~~, in Baltimore, Maryland.

Baltimore City Board of
School Commissioners
Negotiations Team:

Edmund J. O’Meally, Esq.
Jennie Wu
Alison Perkins-Cohen
John Walker
Jennifer Dull
Jerome Jones

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

Marietta English
Dr. Lorretta Johnson
Kenya Campbell
LaBrina K. Hopkins
Yvette Turner
James Blanchard
Patricia Childs
Rogie Legaspie
Kiragu Beuttah
Steven Williams
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.,

ADDENDUM I

FY16-17

Interval	Standard Grade 200	Professional Grade 201	Model Grade 202	Lead Grade 203
T-1	NA	48,430	NA	NA
T-2	NA	49,882	NA	NA
T-3	NA	51,378	NA	NA
T-4	NA	52,920	NA	NA
T-5	NA	54,507	NA	NA
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		

NOTE: Shaded (Grade 201; Interval T1-T5) areas are NOT for New Hires

Supporting Scales

Support Teacher	(grade 210-213)	Teacher Base (216 days) + 10 days pro rata
Clinician	(grade 220-223)	Teacher Base + \$2,221
Department Head IV	(grade 230-233)	Teacher Base + \$3,773
Department Head III	(grade 240-243)	Teacher Base + \$4,027
Department Head II	(grade 250-253)	Teacher Base + \$4,361
Department Head I	(grade 260-263)	Teacher Base + \$4,694
Calendar Year Associate	(grade 270-273)	Teacher Base + 15.046%
IEP Associate	(grade 280-283)	Teacher Base + \$2,460

FY17-18 (Subject to increase through negotiations of salary opener)

Interval	Standard Grade 200	Professional Grade 201	Model Grade 202	Lead Grade 203
T-1	NA	48,430	NA	NA
T-2	NA	49,882	NA	NA
T-3	NA	51,378	NA	NA
T-4	NA	52,920	NA	NA
T-5	NA	54,507	NA	NA
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		

NOTE: Shaded (Grade 201; Interval T1-T5) areas are NOT for New Hires

Supporting Scales

Support Teacher	(grade 210-213)	Teacher Base (216 days) + 10 days pro rata
Clinician	(grade 220-223)	Teacher Base + \$2,221
Department Head IV	(grade 230-233)	Teacher Base + \$3,773
Department Head III	(grade 240-243)	Teacher Base + \$4,027
Department Head II	(grade 250-253)	Teacher Base + \$4,361
Department Head I	(grade 260-263)	Teacher Base + \$4,694
Calendar Year Associate	(grade 270-273)	Teacher Base + 15.046%
IEP Associate	(grade 280-283)	Teacher Base + \$2,460

ADDENDUM II

Position	7/1/2016	7/1/2017*	7/1/2018**
Director of Athletics	\$ 5,493	\$ 5,493	
Co-Curricular Chairperson	\$ 3,316	\$ 3,316	
Badminton	\$ 3,325	\$ 3,325	
Baseball (Varsity)	\$ 3,779	\$ 3,779	
Baseball (Jr. Varsity)	\$ 3,477	\$ 3,477	
Cross Country (Varsity/Jr. Varsity)	\$ 3,629	\$ 3,629	
Football (Varsity)	\$ 4,971	\$ 4,971	
Football (Varsity Asst.)	\$ 4,092	\$ 4,092	
Football (Jr. Varsity)	\$ 3,779	\$ 3,779	
Football (Jr. Varsity Asst.)	\$ 3,477	\$ 3,477	
Gymnastics	\$ 3,779	\$ 3,779	
Lacrosse (Varsity)	\$ 3,779	\$ 3,779	
Lacrosse(Jr. Varsity)	\$ 3,477	\$ 3,477	
Soccer (Varsity)	\$ 3,779	\$ 3,779	
Soccer (Jr. Varsity)	\$ 3,477	\$ 3,477	
Softball (Varsity)	\$ 3,779	\$ 3,779	
Softball (Jr. Varsity)	\$ 3,477	\$ 3,477	
Swimming (Varsity)	\$ 3,779	\$ 3,779	
Swimming (Jr. Varsity)	\$ 3,477	\$ 3,477	
Tennis	\$ 3,325	\$ 3,325	
Track (Varsity)	\$ 3,779	\$ 3,779	
Track (Jr. Varsity)	\$ 3,477	\$ 3,477	
Volleyball (Varsity)	\$ 3,779	\$ 3,779	
Volleyball (Jr. Varsity)	\$ 3,477	\$ 3,477	
Wrestling (Varsity)	\$ 3,779	\$ 3,779	
Wrestling (Jr. Varsity)	\$ 3,477	\$ 3,477	
Custodian of Equipment	\$ 3,779	\$ 3,779	
Director of Modern Dance	\$ 3,325	\$ 3,325	
Basketball (Varsity)	\$ 4,232	\$ 4,232	
Basketball (Jr. Varsity)	\$ 3,779	\$ 3,779	

* (Subject to increase through negotiations of salary opener)

** (Subject to negotiations)

Side Letter #1

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.

Side Letter #2

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.

Side Letter #3

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.