

**TENTATIVE AGREEMENT BETWEEN  
THE BALTIMORE TEACHERS UNION, AFT LOCAL 340, AFL-CIO  
AND  
THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS**

**Sections of Teacher Agreement Amended or Added (all other Articles and Sections of the 2013-2016 Agreement remain unchanged and shall be incorporated into the new 2019-2021 Agreement):**

**PREAMBLE**

This Agreement is entered into effective the 1<sup>st</sup> day of July, **2019**, 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**

**ARTICLE II**

**Union Rights and Responsibilities**

**2.6 Employee Lists New Employee Access**

~~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, 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.~~

**A. Definition. "New employee processing" means the process by which newly hired bargaining unit employees, whether in person, online, or through other means, are advised of their employment status, rights, benefits, duties, responsibilities, and other employment**

matters. In any year in which the district holds a New Teacher Institute of at least one day prior to the first day of school, “new employee processing” shall include the New Teacher Institute.

B. The Board shall provide the Union with 10 days’ notice in advance of a new employee processing. However, the Board may provide the Union with less than 10 days’ notice if there is an urgent need critical to the Board’s new employee processing that was not reasonably foreseeable.

C. Within 30 days of the date of hire, or by the first pay period of the month after the date of hire, of each new bargaining unit employee, the Board shall provide the Union with the employee’s name, Employee Identification Number, date of hire, date of birth, position classification, pathway, interval, home and work site addresses where the employee receives interoffice or United States mail, home, work site, and personal cell phone numbers, and work email address. The Board shall provide the information in the preceding sentence regardless of whether the newly hired employee was previously employed by the Board

D. The Union shall provide the Board with the email address to which the Board shall send the notices and information required above.

E. The Board shall provide the Union with the information described in paragraph C for each employee in the bargaining unit once every 120 days.

## 2.15 Representation Fee

Deleted and delete Addendum III - Representation Fee

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

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

The ~~2016-2017~~ salary schedules effective January 1, 2019 shall be increased by ~~1.5~~<sup>1.8</sup>% on July 1, ~~2017~~ 2019. The salary schedules effective July 1, 2019 shall be increased by ~~1.5~~<sup>1.8</sup>% on ~~January~~ July 1, ~~2019~~ 2020. Supplemental salary scales remain in effect and shall be increased by ~~1.5~~<sup>1.8</sup>% on July 1, ~~2017-2019~~ and increased by ~~1.5~~<sup>1.8</sup>% on ~~January~~ July 1, ~~2019~~ 2020, e.g. coaches, clinicians, department heads, etc. All percentage increases for each fiscal year referenced in this paragraph are conditioned upon the State's approval of the Board's application for the full amount of grant funds allocated to Baltimore City under Senate Bill 1030 of the 2019 session of the Maryland General Assembly. If less than the full amount of such funds is approved by the State for either fiscal year, the parties shall renegotiate this provision and Section 5.3.A.3 of the Agreement for each impacted fiscal year.

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

- B. It is a goal of the Baltimore City Board of School Commissioners and the BTU to support salary levels for teachers comparable to competitive area districts. Adjustments to the salary schedule for future years shall be determined by the following methods:
1. A list of districts shall be identified and current salary schedules obtained from these districts.
  2. Benchmark positions are the minimum and maximum positions on each lane of the schedule.
  3. The benchmark positions shall be averaged for all districts in the sample.
  4. The Board will cooperate with BTU requests for revenue or expenditure estimates.
  5. Once implemented, the schedule shall remain in effect until modified through subsequent agreements.
- C. New teachers shall receive each day both a \$75.00 stipend and a \$50.00 bonus each day for required attendance during the orientation week prior to the opening of the school year.
- D. There shall be no pyramiding of stipend differentials or adjustments to base wages, or salary schedules for any new class or group of employees. For new classes or groups of employees, where more than one rate applies, the highest stipend, differential or adjustment will be paid. This provision will apply in its entirety only to new groups and classes of unit employees.
- E. Persons transferring from any Paraprofessional Salary Scale to the Teachers' Salary Scale shall be given credit for salary scale placement at the rate of one interval for every two years' service as a Paraprofessional with a maximum of five intervals.

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

### 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, ~~2019~~ **2021**, recertify that: 1) the district has the administrative capacity to implement the BPPSLP, 2) the district has developed an infrastructure to implement the BPPSLP, and 3) standards related to implementation, systems of support, and professional context including teaching and learning conditions have been adopted by the Joint Oversight Committee. If the Joint Oversight Committee does not so recertify, the BPPSLP shall terminate on March 31, ~~2019~~ **2021**, and the contract shall be reopened for a cost of living increase on the then existing pay scale.

## **B. Joint Governing Panel**

- Continue to develop a menu of AU opportunities. Any AUs accumulated from July 1, ~~2016~~ **2019** to June 30, ~~2019~~ **2021** 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**

- **AUs may be earned in the following manner:**
  - **Professional Activities** in the following categories:
    - Professional development activities;
    - Contributions to student learning;
    - Contributions to colleagues;
    - Overall contributions to the school and district;
    - Other approved AUs
  - Eligible coursework (e.g., in pursuit of certification, recertification etc.) accumulated from July 1, ~~2016~~ **2019** to June 30, ~~2019~~ **2021** will be converted to AUs
    - One college credit equals one AU.
    - Unit members seeking initial certification shall not be eligible for AUs for coursework.
- **AU Credit for Annual Evaluation**
  - Highest rating on Evaluation (Proficient or Highly Effective) = 12 AUs
  - Second highest or middle rating on Evaluation (Satisfactory or Effective) = 9 AUs

- Any rating above Unsatisfactory or lowest rating (Developing) that requires support or intervention = 3 AUs
- Failure of Principal to Issue an Annual Evaluation within contractual time limits Results in an Effective Rating
- If the CEO places an employee on mandatory administrative leave with pay for a period of time that results in the failure of the issuance of an Annual Evaluation the individual shall receive no lower than an administrative 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.
- **Movement for Related Service Providers who are at the top of the scale.**
  - **Effective July 1, 2018 Related Service Providers (RSP's) who are at the top of the scale in a Pathway and hold a license in lieu of a certificate will receive 1% increase once every five (5) years by providing a copy of their current valid license to the Human Capital Office. The process for RSP's will follow the process timeline for certificated members of the bargaining unit using either July 1 or January 1 as the eligibility effective dates for submission of proof of licensure.**

- RSP's who were at the top of the scale as of July 1, 2018 will be eligible to submit their license to receive the 1% increase retroactive to July 1, 2018. In addition, RSP's who moved to the top of the scale between July 1, 2018 and December 31, 2018 may provide their valid license to receive the 1% increase effective January 1, 2019. The Office of Human Capital will provide a list of current RSP's who are eligible to receive this increase.

#### **E. Evidence of Success**

By no later than March 31, ~~2019~~ **2021**, the Joint Oversight Committee must certify that a research base and body of evidence upon which the BPPSLP concept has improved professional practices, increased student learning, and increased career acceleration and opportunities as evidenced by increased interval and Pathway movement and lead teacher placement. If the Joint Oversight Committee does not so certify, the BPPSLP shall terminate on March 31, ~~2019~~ **2021**, 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.

### **5.2 Health and Welfare Related Matters**

#### **A. Health Insurance**

1. No change.
2. No change
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) through December 31, 2019, and, effective January 1, 2020, \$16.80 (10 months only). A single copay of \$10.00 for generic drugs, \$15.00 for brand drugs, and \$30.00 for non-preferred drugs shall be charged for a ninety (90) day fill either at the pharmacy or through optional mail order.
4. - 13 Unchanged.

## **ARTICLE VII Teacher Hours and Working Conditions**

### **7.1 School Year**

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

**Prior to the adoption of a final school calendar for a succeeding school year, a meeting will be scheduled with the union to allow an opportunity for input.**

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

1. The length of the school year shall be one hundred and eighty (180) days for students
  2. The length of the school year shall be a maximum of one hundred and ninety (190) days for teachers.
- B. There shall be two breaks during the school year, each of no less than five working days. One break shall be in the month of March or April or both. One break shall be in December.

**Section 7.14 Determination of Grades**

- A. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Baltimore City Public School System based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible.
- B. Once a teacher has provided evidence documenting a grade, no undue pressure should be applied to the teacher by the principal in an effort to force the teacher to change that grade.
- C. If a principal of a school feels it is necessary to change a pupil's grade in any subject at the end of the grading period, the principal shall consult with the teacher who issued the original grade and give his reasons in writing for the necessary change to the teacher. If a change in grade is made, it shall be recorded and logged (on a log kept by the ~~Area Academic Officer~~ **Instructional Leadership Executive Director**) as the principal's grade and not the teacher's grade.

**Article XIV  
Professional Development**

**14.1. Tuition Reimbursement**

- A. through D and F through H – no change
- E. Applications for course approval and proof of passing shall be hand delivered (receipt provided) ~~or~~, made by certified mail to the Office of Human Capital, Attention: Tuition Reimbursement, 200 E. North Avenue, Baltimore, Maryland 21202, **or uploaded electronically.**

**Article XV  
Leaves of Absence**

**15.2 Sick Leave**

A. through E – no change

F. Sick leave for new teachers shall be at the rate of ten (10) days per school year for the first ~~two~~ **three** years. When the new teacher receives their election to tenure they will receive 5 days for each of the ~~two~~ **three** years (a total of ~~10~~ **15** days) added to their sick leave total. **Teachers transferring directly from another Maryland public school system in which they were tenured and had received a satisfactory or above rating on their most recent evaluation shall receive ten (10) days of sick leave for each probationary year of employment with BCPSS; when such teacher receives tenure in BCPSS, five (5) days will be added to their sick leave total for each year of their probationary employment with BCPSS.**

**Article XVII  
Student Discipline**

**17.2. School 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 August 1, ~~2017~~ **2019** and as many additional times as is necessary in order to present a report to the CEO and Union President by no later than October 31, ~~2017~~ **2019** in order to make appropriate recommendations to the Board.

**Article XVIII**  
**Unit Subdivisions**

**18.14. School Psychologists**

- A. School Psychologists shall be provided with confidential work space when testing and counseling children, as well as access to a telephone, desk, lockable file cabinet, a computer with special education programs, and access to clerical service, sufficient supplies such as legal pads, pens and pencils, staplers, tape, paperclips, envelopes, file folders, correction tape/fluid, tests, test protocols, plain paper, etc. to perform assigned tasks.
- 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.~~
- C. By mutual agreement of the school psychologist and supervisors, flex time may be allowed for those work sites where it is feasible.
- D. The Baltimore City Public School System will provide for the storage of confidential information.
- E. The individual ~~counseling~~ **psychological services** 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 ~~EST~~ **IEP Team** meetings and associated responsibilities which include assessments as documented by monthly statistics. **Monthly statistics shall be based on the best practices guidelines of the National Association of School Psychologists.**
- F. 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.
- G. ~~The BCPSS will explore a procedure for providing an appropriate amount of time for~~ **Professional learning communities for School Psychologists, including supervision, group consultation, as well as assessment case support** ~~colleague case review and group consultation~~ **shall take place on a regular basis.**
- H. 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.
- I. **School Psychologists who are responsible for conducting psychological evaluations shall have access, on Board computers or laptops, to assessment scoring software.**

## 18.16 Audiologists

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

B. The Board shall continue to provide Audiological Assessment Centers, **which will include diagnostic audiological equipment**. Centers will provide area for private work space when testing and counseling children, ~~functioning sink~~/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~~ **each of the audiologist's** school sites a computer with access to special education programs, ~~basic office supplies~~, and access, **to a copier/scanner/printer and scanner. Basic office supplies will be provided by the Board central office.**

E. The Board shall provide for Audiologists all necessary supplies in order to effectively disinfect audiological equipment. Soap, towels, rubber gloves, alcohol, ~~and/or~~ **any other approved cleaning agents**, 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~~ **Two (2) of the ten (10)** sessions shall consist of discipline specific presentations on professional topics, policies, and procedures and allow for the exchange of information between and among audiologists.

**H. 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.**

## **Article XXIII** **Non-Discrimination**

### 23.1 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, sexual orientation, **religion, pregnancy, gender, gender**

**identity or expression, veteran status,** union activity, or political affiliation. No person shall be retaliated against for exercising ~~his or~~ **their** rights under this Agreement.

### **23.2. Personal Pronouns**

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

## **Article XXV**

### **Conclusion**

This Agreement, entered into by the Board in the exercise of its authority under the provisions of Title 6, Section 6-408 of the Education Article of the Annotated Code of Maryland, as amended; the Charter of Baltimore City and other regulating statutes, provides terms and conditions for the joint relationship which will benefit the Board and the employees. This Agreement and each of its provisions shall be effective as of July 1, ~~2016~~ **2019**, and shall continue in force and effect until June 30, ~~2019~~ **2021**.

