



## **PREAMBLE**

This Agreement is entered into effective the 1<sup>st</sup> day of July, 2021, between the Baltimore City Board of School Commissioners and the Baltimore Teachers Union, American Federation of Teachers, Local 340, and reduced to writing in accordance with Sections 4-301, 4-304 and 6-408 of the Education Article of the Annotated Code of Maryland.

## **ARTICLE I**

### **Recognition**

#### **1.1 Recognition**

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

#### **1.2 Unit Members**

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

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

#### **1.3 Part Time Employees**

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

#### **1.4 Temporary Employees**

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

#### **1.5 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

“**CEO**” wherever used in this agreement is understood to mean the Chief Executive Officer or his designee.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II**

### **Union Rights and Responsibilities**

#### **2.1 Union Leave**

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

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

#### **2.2 Transaction of Official Business**

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

### **2.3 Union Meetings**

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

### **2.4 Union Communications**

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

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

### **2.5 Board Communications**

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

### **2.6 New Employee Access**

- 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.

### **2.7 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 ensure that no employee is dropped from dues checkoff due to a change in assignment or location. The Board shall supply the Union with a monthly computer payroll printout showing those teachers for whom dues have been deducted.

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

### **2.8 Equal Representation**

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

### **2.9 Exclusivity**

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

### **2.10 Area Representatives' Leave**

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

### **2.11 Building Representative Announcements**

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

### **2.12 Seniority List**

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

**2.13 Tenure and Loss of Tenure Notification**

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. Beginning October 1, 2021, any teacher or other certificated employee who earns or loses tenure shall receive a written or electronic communication from the Board notifying tenure has been granted or lost within twenty (20) school days of the end of the month during which tenure was earned or lost.

On October 1 of each year, the Board shall provide the Union with a list of all tenured and non-tenured employees. For non-tenured employees who hold a professional certificate, the list shall include the projected date on which they will earn tenure.

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

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

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

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

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

(Signed) \_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Identification Number)

**2.16 Building Representative Leave**

- A. Provided instructional services will not be diminished and with advanced approval of the Building Principal , BTU Building Representatives shall be released for up to once (1) period per week to conduct Union business. To accommodate this provision, Building Principals in the secondary schools may consider releasing Building Representatives from homeroom assignments, and in elementary schools may consider using one (1) additional resource period or the assignment of a paraprofessional.
- B. Management, recognizing the important role a Building Representative plays in the schools, accordingly will make every effort to avoid the transfer of any elected Building Representative.

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

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

### **2.17 Building Representative Assignment**

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

### **2.18 Union Liaison**

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

## **ARTICLE III**

### **Management Rights**

#### **3.1 Management Rights**

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

## **ARTICLE IV**

### **Grievance and Arbitration**

#### **4.1 Objective**

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

#### **4.2 Definition**

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

#### **4.3 Procedures**

##### **Step 1: School or Office**

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

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

**Step 2: Appropriate Executive Director or designee**

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

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

**Step 3: CEO**

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

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

**Step 4: Board of School Commissioners**

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

**Step 5: Arbitration**

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

The arbitrator shall be without power to add to, subtract from, change or alter any provision of the Agreement, Board Policy or of applicable State or local law. The Arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other

issues nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

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

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

#### **4.4 Time Limits**

- A. Except for Step 1, time limits shall begin for both parties upon the day after receipt of the grievance or the day after receipt of the response.
- B. To avoid any disputes as to the date of submission or receipt of a grievance, appeal, decision, or notice of hearing, all notices of hearings and/or decisions shall be mailed by school officials by certified or registered mail return receipt requested, with the date of mailing or postmark and the date of receipt recorded thereon. As an option, such correspondence may be hand delivered but must be signed, timed, and dated by the receiver.
- C. By mutual agreement in writing, time limits may be extended.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure to submit a grievance within the specified time limits or to appeal a grievance to the next successive step or to arbitration within the specified time limits shall be deemed to be a waiver of the grievance and/or acceptance of the decision rendered at that step.
- E. In the event a grievance is filed after May 15 of any year, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is mutually agreeable to the parties. All other grievances filed on or after May 15 will be considered at a time mutually agreeable to the parties, but no later than the beginning of the next school term.
- F. If a grievant fails to appeal a decision at any level within the prescribed time limit, he shall have been deemed to have waived further processing of that grievance.

#### **4.5 General Provisions**

- A. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all participants to be present.
- B. Meetings are to be scheduled at mutually convenient times. Attendance by an aggrieved employee or employee witnesses at grievance meetings held during school hours shall constitute authorized absence without loss of pay. Either party may have such witnesses or persons in interest in attendance as the party shall deem necessary.
- C. The Union shall have the right to initiate or appeal a grievance at any step of the grievance procedure. Only the Union may appeal a grievance to the Board and to Arbitration.
- D. If a grievance arises from the action of an authority higher than a Step 1 administrator, such grievance may be initiated at the next appropriate step of the grievance procedure.

- E. Any grievance not commenced under the provisions herein stipulated within eighteen (18) school days after the grievant knew (or should have known) of the conditions upon which such grievance is based shall be null and void.
- F. No reprisals of any kind shall be taken by the Board or the School Administration against any teacher because of his participation in this Grievance Procedure.
- G. The administration shall furnish the Union with such information that is requested which is directly related to the grievance.
- H. If a grievance affects a group or class of teachers, the Union may submit such a grievance in writing to the CEO directly and the processing of such a grievance will begin at Step 3.

#### **4.6 Grievance Forms**

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

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

#### **4.7 Joint Grievance Meeting**

- A. Once each month, the Labor Relations Associate, and any other representative(s) of BCPSS that the CEO and/or Board may find appropriate, shall meet with the Union President(s) to discuss specific grievances which are pending at Steps 3, 4, & 5.
- B. Should it become apparent at a Joint Grievance Meeting conducted under Sec. 4.7.A. that BCPSS and the Union shall be unable to agree on how a particular grievance is to be resolved, the Union may advance the grievance directly to arbitration at Step 5, without first completing either Step 3 or 4. Notice of an intent to arbitrate a particular grievance that has been discussed shall be given in writing within five (5) days after the Joint Grievance Meeting; if notice is not given, then the grievance shall proceed through the steps of the grievance procedure before being submitted to arbitration.

### **ARTICLE V**

#### **Compensation and Related Matters**

##### **5.1 Compensation**

###### **Wage Rates**

A.

1. The salary schedules effective July 1, 2020 shall be increased by 2.25% on July 1, 2021. The salary schedules effective July 1, 2021 shall be increased by 2.25% on July 1, 2022. Supplemental salary scales remain in effect and shall be increased by 2.25% on July 1, 2021 and 2.25% on July 1, 2022, e.g. coaches, clinicians, department heads, etc. fiscal year.

###### **2. Timeline of Compensation Increases.**

The salary adjustments in paragraph A.1. shall be implemented retroactive to July 1, 2021 no later than twenty (20) business days after ratification of this Agreement by the Board of School Commissioners. In fiscal year 2023 the salary adjustments in paragraph A.1. shall be implemented by no later than July 1, 2022.

- 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. In addition to their annual salary new teachers shall receive \$35 per hour in school year 2021-2022 and \$36 per hour in school year 2022-2023 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.
- F. If a bargaining unit member resigns in good standing from BCPSS after at least five (5) years of service and is rehired within three (3) school years, that bargaining unit member shall be placed on no lower than the Pathway and Interval that they were on when they left BCPSS service, except that a teacher who was on the Model or Lead pathway when they left BCPSS service and who is rehired within three (3) school years shall be placed on the Professional Pathway at Interval 15.
- G. **New Hire Salary Placement**  
 All new bargaining unit members shall be placed on the proper step of the salary schedule according to their certification, experience, and education, as detailed in the chart below.

<u>Standard Pathway</u>	<u>Bachelors (years)</u>	<u>Masters (years)</u>	<u>Professional Pathway</u>	<u>Bachelors (years)</u>	<u>Masters (years)</u>	<u>Ph.D. or Ed.D. (years)</u>
<u>1</u>	<u>0-1</u>		<u>1</u>	<u>10-11</u>	<u>6-7</u>	<u>0-1</u>
<u>2</u>	<u>2-3</u>		<u>2</u>	<u>12-13</u>	<u>8-9</u>	<u>2-3</u>
<u>3</u>	<u>4-5</u>	<u>0-1</u>	<u>3</u>	<u>14-15</u>	<u>10</u>	<u>4-5</u>
<u>4</u>	<u>6-7</u>	<u>2-3</u>	<u>4</u>	<u>16-17</u>	<u>11</u>	<u>6-7</u>
<u>5</u>	<u>8-9</u>	<u>4-5</u>	<u>5</u>	<u>18-19</u>	<u>12</u>	<u>8-9</u>
			<u>6</u>	<u>20+</u>	<u>13</u>	<u>10-11</u>
			<u>7</u>	<u>N/A</u>	<u>14</u>	<u>12-13</u>

			<u>8</u>	<u>N/A</u>	<u>15</u>	<u>14-15</u>
			<u>9</u>	<u>N/A</u>	<u>16</u>	<u>16</u>
			<u>10</u>	<u>N/A</u>	<u>17</u>	<u>17</u>
			<u>11</u>	<u>N/A</u>	<u>18</u>	<u>18</u>
			<u>12</u>	<u>N/A</u>	<u>19</u>	<u>19</u>
			<u>13</u>	<u>N/A</u>	<u>20</u>	<u>20</u>
			<u>14</u>	<u>N/A</u>	<u>21+</u>	<u>21+</u>

## H. Stipend Rate and Summer Pay

All work performed for stipends and summer pay shall be paid at the rate of \$50.00 per hour in fiscal year 2022 and at a “workshop” rate of \$40 per hour for attending professional development which is not subject to a different rate as a part of an SBO or MOU. These rates shall be increased for FY23 by the same percentage cost-of-living adjustment (COLA) that is agreed to in paragraph (A)(1) above for FY23 salaries for bargaining unit members.

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

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

### Career Pathways

Career Pathways are called Standard, Professional, Model and Lead. Interval is the term used to describe movement on the pay scale within a Career Pathway. Each Career Pathway has a number of intervals. Achievement Units (AUs) describe the knowledge and skills that are necessary for an educator to move up the new pay scale. When educators accumulate 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, 2023, 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, 2023, and the contract shall be reopened for a cost of living increase on the then existing pay scale.

## **B. Joint Governing Panel**

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

- Adopt an AU development process consistent with standards for systems of support, professional development, and professional learning communities which include evaluation systems to determine their effectiveness based on multiple measures that
  - Provide a continuum of teacher support based on a teacher's ability to meet teaching standards and the career stage of the teacher
  - Are aligned with the professional teaching standards
  - Focus on teachers' work with students
  - Use and are informed by teacher evaluation data

- Are intensive and ongoing
- Give teachers a say in improving the system based on regular and timely feedback
- Engage with ideas and colleagues as part of the normal workday
- Develop a menu of AUs for educators in all content areas and grade levels including the following categories:
  - Professional development activities;
  - Contributions to student learning;
  - Contributions to colleagues; and
  - Overall contributions to the school and district.
- Assign AU coordinators to help teachers accumulate AUs.
- Assign teachers who are currently BTU learning reps who will help teachers navigate the promotion process to move to Model and Lead Pathways.
- Implement a system to track teachers' accumulation of AUs
- Continue to develop a menu of AU opportunities. Any AUs accumulated from July 1, 2021 to June 30, 2023 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 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, 2021 to June 30, 2023 will be converted to AUs.
  - One college credit equals one AU.
  - Unit members seeking initial certification shall not be eligible for AUs for coursework.

- **AU Credit for Annual Evaluation**
  - Highest rating on Evaluation ( Proficient or Highly Effective) = 12 AUs
  - Second highest or middle rating on Evaluation (Satisfactory or Effective) = 9 AUs
  - Any rating above Unsatisfactory or lowest rating (Developing) that requires support or intervention = 3 AUs
  - Failure of Principal to Issue an Annual Evaluation within contractual time limits Results in an Effective Rating
  - If the CEO places an employee on mandatory Administrative Leave with pay for a period of time that results in the failure of the issuance of an Annual Evaluation the individual shall receive no lower than an Administrative Satisfactory/Effective rating on his Annual Evaluation.
  
- An employee may move from Standard Pathway to Professional Pathway by either transitioning through the highest interval within the Standard Pathway, or approval by the Professional Peer Review Committee.
  
- For an employee to move beyond the Professional Pathway to Model or Lead teacher he or she must obtain approval by the Professional Peer Review Committee.
  
- For promotion into the Lead teacher Pathway, a teacher will be placed into a pool of eligible candidates by the Professional Peer Review Committee. Principals will then interview the first five candidates by date of entry into the pool and content area.
  - Supplemental salary schedules remain in effect, and increased by COLAs, e.g. coaches, clinicians, department heads, etc.
  
- Continual differential across all Pathways
  
- Movement for teachers at the top of the Scale in Professional, Model and Lead Pathways and Longevity
  - Longevity payments based on accumulation of 24 AUs shall be provided in the amount of 1% of current salary.
  - Teachers will receive a 1% increase in salary upon earning recertification.
  
- 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.

#### **D. Model and Lead Teachers**

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

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

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

By no later than March 31, 2023, 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, 2023, and the then existing pay scale shall be converted into a traditional salary scale based upon steps and lanes with no loss of salary or benefits.

### **5.3 Health and Welfare Related Matters**

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

1. The Blue Cross/Blue Shield Preferred Provider Network ("PPN") in effect during the 2015-2016 school year shall continue in effect.
2. For those employees in the Blue Cross/Blue Shield Preferred Provider Network ("PPN"), 81.5% of the actual premium shall be paid by the employer and 18.5% shall be paid by the employee. Employee co-pays for office visits shall be \$5.00 for primary physician and \$10.00 for specialists. Commencing January 1, 2019, for those employees in the Blue Cross/Blue Shield Preferred Provider Network ("PPN"), 81% of the actual premium shall be paid by the employer and 19% shall be paid by the employee. Commencing January 1, 2019, employee co-pays for office visits shall be \$10.00 for primary physician and \$20.00 for specialists.
3. The Board shall provide a prescription drug benefit plan for employees and eligible dependents enrolled in health benefit plans offered. Generic substitutes shall be mandatory, unless the employee's or eligible dependent's treating physician determines that a brand drug is medically necessary. Employee cost (co-pay) of the drug prescription will be \$10.00 for generic drugs, \$15.00 for brand drugs, and \$30.00 for non-preferred drugs and a monthly premium cost to employees of \$4.20 (10 months only) through December 31, 2019, and, effective January 1, 2020, \$16.80 (10 months only). A single co-pay of \$10.00 for generic drugs, \$15.00 for brand drugs, and \$30.00 for non-preferred drugs shall be charged for a ninety (90) day fill either at the pharmacy or through optional mail order.
4. Employees covered by this Agreement are eligible for a Health Maintenance Organization ("HMO") alternative to the Blue Cross/Blue Shield PPN coverage. The employer shall

contribute the same dollar amount it contributes for the employee’s current Blue Cross/Blue Shield PPN coverage. The employer share of the premium for HMOs and the Blue Cross/Blue Shield Point of Service (“POS”) shall be 95% and employee share of the premium shall be 5%. Commencing January 1, 2019, the employer share of the premium for the HMOs and Blue Cross/Blue Shield POS shall be 94% and the employee share of the premium shall be 6%, plus \$5.00 for individuals, \$10.00 for two persons, and \$15.00 for families per pay.

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

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

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

8. Medical and Prescription Drug Schedule of Benefits

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

Preferred Provider Network  
 Summary of Benefits  
 Commencing January 1, 2019

Plan Feature	In-Network	Out-of-Network
Employee Annual Deductible	None	None
Co-insurance	100% of allowed benefit (no service restrictions)	80% of allowed benefit (no service restrictions)
Employee Annual Out-of-Pocket Maximum (excludes mental health)	\$400	\$2,000/individual \$4,000/family
Lifetime Maximum Benefit	Unlimited	Unlimited
Inpatient Hospital (facility and doctor charges)	100%	\$100 deductible, 80% up to \$1500 out-of-pocket/admission

Outpatient Hospital (facility and doctor charges)	100%	80% of allowed benefit
Emergency Care in a Hospital	\$50.00 co-pay by employee; waived if admitted to hospital; Commencing January 1, 2019, \$100 co-pay with \$10 copay for urgent care	\$50.00 co-pay by employee; waived if admitted to hospital; Commencing January 1, 2019, \$100 co-pay with \$10 copay for urgent care
Surgical Expenses	100%	80%
Doctor's Office Visits	\$10.00 co-pay for primary physician, \$20.00 co-pay for specialists	80% allowed benefit (no co-pay)
Preventive Care Routine physical + related services Gyn exam Mammogram	100% at one per year  100% allowed benefit (no co-pay)	80% at one per year  80% allowed benefit (no co-pay)
<b><u>All services</u></b>		
Well-Child Care	100% allowed benefit	80% allowed benefit
Hospice	100% allowed benefit	100% allowed benefit
Inpatient Mental Health	Pays same as medical	Pays same as medical
Inpatient Substance Abuse	Pays same as medical	Pays same as medical
Outpatient Mental Health	Pays same as medical	Pays same as medical
Outpatient Substance Abuse	Pays same as medical	Pays same as medical

Point of Service  
Summary of Benefits  
Commencing January 1, 2019

Plan Feature	In-Network	Out-of-Network
Employee Annual Deductible	\$0.00	\$0.00

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















































































































































