

**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:**

**PREAMBLE**

This Agreement is entered into effective the 1<sup>st</sup> day of July, **2013**, 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 pathologists, occupational therapists, physical therapists, facilitators, consulting teachers, IEP Team Associates, ~~staff associate—researcher, staff associate—assessment, staff associate—technology integration, staff associate—home instruction, staff specialists—suspension services, and analyst TPB monitoring and school support~~ audiologists, pupil personnel worker, ~~JROTC instructors,~~ and art, music and physical education resource teachers, **teacher – mentor, teacher – staff developer.**

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.

**ARTICLE II**

**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 ~~a copy~~ **notification, through City Schools Inside,** of all ~~circulares~~ **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.

## **2.18 Union Liaison**

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

# **Article V**

## **Compensation and Related Matters**

### **5.1 Compensation**

#### **Wage Rates**

- A. All bargaining unit members shall receive a stipend of 1% of their current salary by no later than 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.**
  
- 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. ~~During the first year term of this Agreement, eligible teachers, as defined by the BCPSS at Steps 1, 2, or 3 will advance to Step 4. Newly hired teachers who are fully certified by MSDE to teach in the State of Maryland shall be placed on Step 4. This provision shall expire as of June 30, 2011 with the implementation of the Baltimore Professional Practices and Student Learning Program (BPPSLP).~~**

- C. ~~A one time payment of \$1,500 will be made to all teachers in 2010-11. The Board agrees to take all appropriate steps to ensure that this payment will 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.~~
- D. 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.
- E. 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.
- F. 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.
- G. 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 ~~step~~ **interval** for every two years of service as a Paraprofessional with a maximum of ~~8 steps~~ **five intervals**.

## **5.2 Baltimore Professional Practices and Student Learning Program (BPPSLP) and Compensation for ~~2011-2012 and 2012-2013~~ 2013-2014 through 2015-2016 School Years**

The Board and the BTU believe that the BPPSLP ~~will~~ **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**

~~This Agreement introduces a number of new terms.~~ 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** ~~co-~~develop and facilitate the various components of the BPPSLP. ~~It will take a period of time to develop the BPPSLP, prepare it for implementation,~~ 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.

~~Therefore, prior to June 30, 2011, the parties agree to establish the following:~~

- ~~• Demonstration of administrative capacity to implement the concept~~
- ~~• Development of an infrastructure to implement the concept~~
- ~~• A series of benchmarks that must be met in order to implement the concept including:~~

#### **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 ~~June 30, 2014~~ **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 ~~June 30, 2014~~ **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 of ~~8~~ **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 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 ~~within 30 days of ratification of the Agreement~~, 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.
- ~~● Approve for AUs all previously uncompensated eligible college coursework (e.g., in pursuit of certification, recertification, etc.)~~

- 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
- ~~Adopt an initial~~ **Continue to develop a** menu of AU opportunities. ~~in the first year of the Agreement prior to the full implementation of the concept to assess deficiencies and determine changes that must be made prior to full implementation.~~ Any AUs accumulated AUs in ~~2010-11~~ **from July 1, 2013 to June 30, 2016** 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. ~~for future use.~~
- ~~Adopt~~ **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
- ~~Designate the roles and responsibilities that Model Teachers will assume, consistent with the strengths of the Model Teacher~~
- 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:
  - **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 ~~prior to July 1, 2011~~ **from July 1, 2013 to June 30, 2016** will be converted to AUs.
    - One college credit equals one AU.
- **AU Credit for Annual Evaluation** ~~(Note that the current evaluation process for educators remains unchanged and in effect for the 2010-2011 School Year.) AU credit will be granted for 2010-2011 evaluations.~~

- Highest rating on Evaluation (~~currently Proficient~~ **or Highly Effective**) = 12 AUs
  - Second highest or middle rating on Evaluation (~~currently 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 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.
  - ~~● There is a COLA on the Salary Schedule for each year of the Agreement. COLAs will come in the form of 2%, 1%, and 1.5% for years 2010-2011, 2011-2012, and 2012-2013 respectively.~~
  - Supplemental salary schedules remain in effect, and increased by COLAs, e.g. coaches, clinicians, department heads, etc.
  - Continual differential
  - ~~● This Agreement may be reopened for Salary negotiations in 2011-2012 and 2012-2013 contingent upon funding.~~
  - Movement for teachers at the top of the Scale 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.

#### **~~1. Alternative Option for Placement in the Model Pathway~~**

~~a. Teachers in the following grades: 602/603, 612/613, 622/623, 632/633, 642/643, 652/653, 662/663, 672/673, 682/683 will be placed on the Model pathway effective July 1, 2011 based upon the following criteria:~~

- ~~• 10 years of service in Baltimore City Public Schools~~
- ~~• 2 proficient evaluations for 2009, 2010 or 2011 and no unsatisfactory evaluations in the last three years and in 2010-2011~~
- ~~• Teachers who had a proficient evaluation rating and then a satisfactory evaluation rating without an evaluation in the following year must notify the Office of Human Capital by December 23, 2010 so that the case can be resolved on an individual basis.~~
- ~~• Continual differential~~
- ~~• 2010-2011 Responsibilities for Teachers eligible for the “Alternative Option for Placement in the Model Pathway”~~
  - ~~○ Participate in the process to develop norm standards for all committee review members (November 2010 to January 2011) as an example.~~
  - ~~○ Earn up to 30 hours of stipends at the PD rate for committee review work during September 2010 to June 2011 based on the needs of the Governing Panel.~~

~~b. Other professionals can apply for movement through the peer review process beginning in January 2011 for placement effective July 1, 2011.~~

#### **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 have 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.

- Initial review after three years for alternative placement teachers only.
- Review process to be determined by the Joint Governing Panel.

#### **E. Salary Schedule Transition**

~~Within 60 days of ratification of the agreement, the Office of Human Capital will send a letter to every member of the bargaining unit notifying them of their provisional placement on the new Career Pathway for the 2011-2012 school year; all provisional placement data will be provided to the BTU. Employees shall have the opportunity to present additional information concerning their Career Pathway placement.~~

- 2010-11
  - New Hires
    - ~~Placement of newly hired teachers should reflect education, experience, and needs of the Board~~
  - Current Employees

- ~~For initial placement, current employees will have until the end of 2010-11 to meet the “Alternative Option for Placement in the Model Pathway” or professional Pathway criteria and will be placed on the appropriate Pathway in accordance with those criteria.~~
- ~~Current employees shall be credited with uncompensated AUs that reflect current education and experience~~
- ~~Employees presently earning amounts above the 2009-2010 Salary Scale will retain their differential above the new Salary Scale for the life of this agreement~~

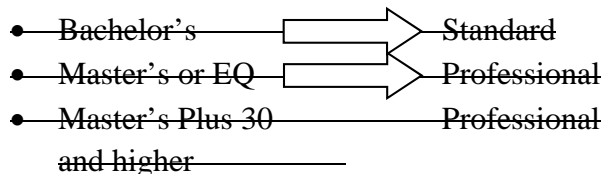
● ~~2011-12~~

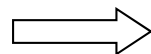
○ ~~New Hires~~

- ~~Placement of newly hired teachers should reflect education, experience, and needs of the Board~~

○ ~~Current Employees~~

▪ ~~Transition Initial Placement~~




 or  
 Model, if meet criteria in Alternative Option

- ~~Current employees shall be placed on the next full interval above their current salary, with no teacher receiving less than \$1,750 from their 2010-2011 base salary. The difference between the increase on the schedule to the minimum of \$1,750 shall be made as a one time payment. The Board agrees to take all appropriate steps to ensure that this payment will 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.~~
- ~~AUs banked from previous year will be added to AUs accumulated during and after this year.~~
- ~~All employees who have salaries higher than those listed on the 2009-2010 salary scales due to prior programs, for example, the CEO District, shall have their earnings above the salary scales maintained and not considered for placement on a Pathway on the Professional Pay Scale in 2011-2012. After being placed on the appropriate Pathway on the Professional Pay Scale, the difference shall be added to the salary.~~

● ~~2012-13~~

- ~~New Hires~~
  - ~~Placement of newly hired teachers should reflect education, experience, and needs of the Board~~
- ~~Current Employees~~
  - ~~Career advancement for current employees shall be based on method described in Career Advancement section above.~~

## **~~F. Joint Committee Review for Clinicians~~**

~~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 review: 1) the wage and staffing structure for clinicians (psychologists, social workers, speech/language pathologists, audiologists, occupational therapist, physical therapists), 2) the use of outside contractors who provide clinician services, and 3) the opportunities for professional development and education by which clinicians can acquire AUs. By no later than \_\_\_\_\_, the joint committee shall issue a report to the CEO, the President of the BTU, and the Joint Governing Panel with recommendations on: 1) the wage and staffing structure for clinicians, 2) the use of outside contractors who provide clinician services, and 3) the opportunities for professional development and education by which clinicians can acquire AUs and 4) how clinicians shall be placed on the Model Pathway.~~

## **E. Evidence of Success**

By no later than ~~January 30, 2013~~ **March 31, 2016**, 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 ~~January 30, 2013~~ **March 31, 2016**, 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.B.3 Health and Welfare Related Matters**

~~A~~ **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 program in light of changes anticipated under the Affordable Care Act.** This committee shall meet on **at least a monthly basis commencing January of 2014** and shall submit a **quarterly** report to the Board of School Commissioners **beginning March 15, 2014**. Any committee member 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.

## **ARTICLE VI Teacher Employment**

### **6.2.B Teacher Assignment**

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

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

### **7.3.E School Day**

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 no later than ~~November 30, 2010 and appended to this Agreement for FY 2011. The committee shall meet at least 60 days prior to the start of schools for teachers for school years 2011-2012 and 2012-2013. A specific Memorandum of Understanding for each such school shall be created no later than August 15, 2013, 2011 for FY 2012 and August 15, 2012 for FY 2013 for the term of this Agreement.~~

### **7.19 School Based Options**

The Board and the BTU have jointly agreed to the following terms regarding school based options "SBO":

A. ~~2010-2011~~

- ~~The CEO and the BTU President shall monitor SBO waivers and implementation.~~

- ~~• The Joint Governing Panel shall assist the SBO waiver process and implementation.~~
- ~~• An independent audit and electronic online survey will be conducted yearly with input by the BTU on content of the survey, scope of the audit, and the final report.~~
- ~~• Pilot SBO's will take place in seven (7) schools that are jointly selected by the CEO and the BTU President. Any SBO votes shall be conducted within sixty (60) days after the later of the joint selection of the seven (7) schools by the CEO and the BTU President or the ratification of the negotiated agreement.~~

~~B. 2011-2012~~

- ~~• The CEO and the BTU President shall monitor SBO waivers and implementation.~~
- ~~• The Joint Governing Panel shall assist the SBO waiver process and implementation.~~
- ~~• An independent audit and electronic online survey will be conducted yearly with input by the BTU on content of survey, scope of the audit and the final report.~~
- ~~• SBO possible schools shall jointly selected by the CEO and the BTU President.~~

C. A. 2012-2013

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

~~D.~~ B. Safeguards & Protections

1. SBO limitations
  - SBOs shall be limited to selected parts of Article VII – specifically sections 7.1, 7.2, 7.3., and 7.8.
2. Implementation of SBO
  - Any additional hours or school days worked as a result of SBO votes shall be paid pro-rata at the contract rate.
  - 80% vote of teachers is required by secret ballot vote.
  - All proposals for contract waivers must be submitted to the CEO and the Union President fourteen (14) days prior to a vote on the waiver.
  - Vetoes (Vetoes can be implemented before submission of SBO to teachers for vote) by the:
    - o Building rep
    - o BTU president
    - o CEO
  - Unless renewed all SBO's shall sunset at the end of the school year.

- There shall be no more than one waiver of any contract provision per vote.
- There shall be no retaliation or arbitrary or capricious action by principals against any teacher, including, but not limited to, negative evaluations or transfer out of school for any position taken on an SBO issue.
- The Board will comply with Article 6.2.B.

**ARTICLE VIII  
Teacher Facilities, Materials, Supplies and Equipment**

**8.9 Emergency Closing of Schools**

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

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

**ARTICLE XI  
Promotions**

**Section 11.1.D Promotions**

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

**ARTICLE XVI  
Leaves of Absences**

**15.9 Sabbatical Leave**

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

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

## 15.22 Leave-Miscellaneous

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

## ARTICLE XVIII Unit Subdivisions

### 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. ~~The Board shall make every effort to see that~~ School Social Workers shall be provided with an area which has a telephone and a place to secure files as well as clerical support services for that school. ~~The committee referenced in Paragraph D shall also review and make recommendations on an appropriate and secure work space.~~ **private work space when testing and counseling children, as well as access to a telephone, desk, and lockable file cabinet.**
- D. ~~A committee shall be established composed of three (3) members selected by the Union and three (3) members selected by the Board. The committee shall meet to review and develop an appropriate evaluation instrument and process. The present system will continue until the results of the committee action are approved and implemented by the Board. In addition, the committee shall consider the development of a set of goals and objectives which upon approval by the Board will be issued to all School Social Workers.~~
- E. School Social Workers continuing education units shall be evaluated as a part of the promotional procedure.
- F. School Social Workers shall be provided by the Central Office with the necessary forms and supplies in sufficient quantity to perform their assigned tasks.
- G. 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 dropout rate, teen pregnancy and preventing child abuse and/or neglect, teen killings and suicide and drug use as well as alternative educational settings.

~~H. School Social Workers shall not be required to hold an MSDE certificate, during the term of this Agreement.~~

H. 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.

~~I. The Child Study Team grievance settlement of September 12, 2000 is hereby incorporated and made part of this Agreement.~~

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

### **18.7 Speech/Language Pathologists**

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

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

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

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

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

F. Speech/Language Pathologists shall be eligible to apply for I.E.P. ~~Instructional Associate~~ **team chairperson** positions.

G. ~~The Board shall~~ **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, ~~and clerical services.~~ Speech/Language Pathologists shall be provided with access to computers, peripherals, and appropriate software to be used in assessment therapy and administrative processes.



- H. The program environment of the Speech/Language Pathologist shall be a private, quiet location in order that ~~pupils~~ **students** may receive effective ~~remedial instruction~~ **therapy in accordance with their IEPs**.
- I. The opportunity to conduct assessments during school, ~~and~~ after school, and summer will be offered first to Baltimore City Public Schools Pathologists before being offered to contractual personnel.
- J. Speech/Language Pathologists shall be evaluated as Clinical Staff. Clinical skills will be evaluated by a certified Speech/Language Pathologist. Should the Board organize a committee to review, amend or revise the evaluation instrument or evaluation procedure for Speech/Language Pathologists, one member of the committee shall be a “teacher level” Speech/Language Pathologist who shall be appointed by the Union.
- K. The Board shall provide each Speech/Language Pathologist with copies of valid, current tests, ~~protocols,~~ and test forms **protocols** in quantities appropriate to the number and diversity of students assigned to each **Speech/Language Pathologist** ~~by the Educational Specialist for Speech and Language (and/or his designee)~~. These materials shall be for the exclusive use of the Speech/Language Pathologist.
- L. ~~The Child Study Team grievance settlement of September 12, 2000 is hereby incorporated and made part of the Agreement.~~
- M. ~~Every effort will be made to hire master level Speech/Language Pathologists before any position is offered to bachelor level Speech/Language Pathologists and/or Speech/Language Assistants.~~
- N. Speech/Language Pathologists shall receive the clinicians’ stipend set forth in the attached Addendums.

#### **18.14 Psychologists**

- A. Psychologists shall be provided with private 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. 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. 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 psychologists, with consideration being given for the additional time spent in preparing for and conducting of meetings and associated responsibilities which include assessments as documented by monthly statistics.
- G. Provided BCPSS Psychologists agree to a productivity standard set by the Special Education and Student Support 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.

**ARTICLE XXIII  
Non-Discrimination**

**23.1 Non-Discrimination**

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

**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, ~~2010~~ **2013**, and shall continue in force and effect until June 30, ~~2013~~ **2016**.

