

AGREEMENT

between the



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

AND

**BALTIMORE CITY BOARD
OF
SCHOOL COMMISSIONERS**

2005-2007

PREAMBLE

This Agreement is entered into effective the 1st day of July, 2005, between the Employer 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, occupational therapists, physical therapists, facilitators, consulting teachers, audiologists, JROTC instructors, 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.

“SIT/SRT” 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. Instructional Associates” are school based staff members who report to the principal and who work with students with disabilities.

“JROTC Instructors” are school based staff members who shall develop, in coordination with the Principal, a viable teaching program for JROTC students.

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

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 shall have the use of the school system’s interdepartmental mail 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.

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.

2.5 Board Communications

The Board shall supply the Union with a copy of all circulars, press releases, all CEO’s Memoranda and Bulletins relating to employees generally or to any substantial group of employees concerning the interpretation or application of the terms and conditions of this Agreement and/or relating to wages, hours, or conditions of employment. All task force reports

submitted to the Board in public session, including the purpose and membership of said task force, shall also be supplied to the Union.

2.6 Employee Lists

- A. No later than November 1 of any school year, the Board shall provide the Union with a list of all employees as defined in Article 1.2 which shall include their names, addresses and building assignments. Each month of the school year the Board shall provide the Union with a list of all changes such as resignations, promotions, and new appointments.
- B. In addition, BCPSS shall notify the Union in writing once each calendar month in the same format as Section 2.6.A. after it hires any new unit employees.
- C. The list to be given to the Union under Section 2.6.B. shall include the name, home address, class title of any employee as defined in Article 1.2 hired either: (i) in a list that is prepared for that purpose; or (ii) through a copy of the Entry Ticket prepared by BCPSS for the new employee. BCPSS shall have no obligation to give the Union any information other than that contained on an Entry Ticket.

2.7 Dues Checkoff

- A. The Board agrees to deduct Union dues from the pay of any employee in the unit who authorizes such deduction in writing. Such authorization shall be continued from year to year unless revoked in writing between June 1 and June 30. With respect to all dues deducted by the Board pursuant to such authorization, the Board agrees to remit said dues to the Union bi-weekly. The Board shall supply the Union with a quarterly computer payroll printout showing those teachers for whom dues have been deducted. Changes in this list shall be supplied monthly.
- B. The Union shall indemnify and save the Board harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Board for the purpose of complying with any of the provisions of this section, and the Union assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the Board or its designee.

2.8 Equal Representation

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

2.9 Exclusivity

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

2.10 Area Representatives' Leave

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

2.11 Building Representative Announcements

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

2.12 Seniority List

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

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

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

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

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

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

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

2.15 Representation Fee

A. Implementation of Representation Fee

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

B. Amount and purpose of Representation Fee

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

C. Notice to Employees

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

D. Collection of Fee

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

E. Indemnity

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

2.16 Building Representative Leave

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

2.17 Building Representative Assignment

Effective July 1, 2000, no employee who has been a Building Representative for more than three (3) years of continuous service in a particular school shall be reassigned involuntarily out of that school to another work location. This provision notwithstanding, BCPSS may transfer a Building Representative if for just cause consistent with Sec. 16.5 of this Agreement, a reduction in force or a special circumstance related to proven employee misconduct. No Building Representative for more than three (3) years of continuous service in a particular school shall be transferred solely as a result of the adoption of this section.

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.

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 Area Academic Officer or designee

If the dispute is not resolved at Step 1, the grievant may appeal by forwarding in writing to the Step 2 administrator, 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: New 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; 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, 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:

- hName and position of the aggrieved employee;
- hA statement of the grievance and the facts involved, including relevant dates;
- hA reference to the applicable provisions of the Board Policy, if any;
- hThe corrective action requested;
- hSignature of the aggrieved employee; and,
- hDate and time submitted.

4.7 Joint Grievance Meeting

- A. Once each month, the Director of Labor Relations, 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

1. ~~Employees shall receive wages as they are shown on the salary schedules in Addenda I-VI. H. Effective July 1, 2003, eligible employees shall move one step on the current pay scale. Those employees not eligible for a step shall be given a one-time lump sum payment in December, 2003, equal to 1% of the base salary earned from January 1, 2004, through June 30, 2004. Effective July 1, 2004, eligible employees shall move one step on the current pay scale. There shall be a limited contract opener for negotiations on increases to the pay scale for the 2004-2005 contract year.~~

During the 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.
2. 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:
 - a. A list of districts shall be identified and current salary schedules obtained from these districts.
 - b. Benchmark positions are the minimum and maximum positions on each lane of the schedule.
 - c. The benchmark positions shall be averaged for all districts in the sample.
 - d. The Board will cooperate with BTU requests for revenue or expenditure estimates.
 - e. Once implemented, the schedule shall remain in effect until modified through subsequent agreements.
3. 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.
4. 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.

5.2 Health and Welfare Related Matters

A. Health Insurance

1. The Blue Cross/Blue Shield Plan C program (diagnostic endorsement #4) in effect during the 2004-2005 school year shall continue in effect.
2. The employer and employee percentage contribution to the self funded health insurance premium for the Blue Cross/Blue Shield Traditional plan shall be maintained except in the event there is an increase in that premium as of January 1, of each year covered by this Agreement. If such increases occur, the employer shall assume 75% of the cost increase and the employee shall assume 25% of the cost increase. Effective January 1, 2004, for those employees in the Blue Cross/Blue Shield Preferred Provider Network ("PPN"), 85% of the actual premium shall be paid by the employer and 15% shall be paid by the employee.
3. Effective July 1, 2005, employee cost (co-pay) of the drug prescription will be \$5.00 for generic drugs, \$10.00 for brand drugs and a monthly premium cost to employees of \$4.20 (10 months only). A single co-pay of \$5.00 for generic drugs and \$10.00 for brand drugs shall be charged for a ninety (90) day fill.

4. Employees covered by this Agreement are eligible for a Health Maintenance Organization alternative to the Blue Cross/Blue Shield coverage. The employer shall contribute the same dollar amount it contributes for the employee's current Blue Cross/Blue Shield coverage.
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. Effective July 1, 1997, eligible unmarried dependents who are full-time students shall be covered by BCPSS General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or to the end of the year they cease being full-time students, whichever occurs first. Verification of enrollment must be provided in accordance with the rules and regulations of the Office of Benefits Management.
8. Medical and Prescription Drug Schedule of Benefits

Preferred Provider Network
Summary 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, 2005 shall be discontinued because it is excluded from the table which follows:

Plan Feature	In-Network	Out-of-Network
Employee Annual Deductible	\$150/individual \$400/family	\$150/individual \$400/family
Co-insurance	100% except for mental health doctors' visits which are at 50%	100% or 80% except for mental health doctors' visits are at 50% and substance abuse at \$25 co-pay/visit
Employee Annual Out-of-Pocket Maximum (excludes mental health)	\$400	\$400
Lifetime Maximum Benefit	\$1,000,000	\$1,000,000
Inpatient Hospital (facility and doctor charges)	100%	\$100 deductible, 80% up to \$1500 out-of-pocket/admission

Outpatient Hospital (facility and doctor charges)	100%	100%
Emergency Care in a Hospital	100%	100%
Surgical Expenses	100%	80%
Doctor's Office Visits	100%	80%
Preventive Care Routine physical + related services Gyn exam Mammogram	100% at one/3 yrs. 100% at one/yr. 100% per schedule of freq.	80% at one/3 yrs. 80% at one/yr. 80% per schedule of freq.
Well-Child Care	100% for schedule of visits based on age, \$75 professional fee max immunizations included with visits	80% for schedule of visits based on age, \$75 professional fee max immunizations included with visits
Hospice	100% up to \$20,000 individual lifetime maximum	100% up to \$20,000 individual lifetime maximum
Inpatient Mental Health	30 days/180 days at 100%; 90 day renewal	\$100 deductible, 30 days/180 days at 80%; 90 day renewal
Inpatient Substance Abuse	7 days detox/CY, at 100%; 30 days in approved facility at 100%	7 days detox/CY at 80% after \$100 deductible; 30 days in approved facility at 80%
Outpatient Mental Health	100 visits/CY at 50% co-pay not to exceed \$30/visit	100 visits/CY at 50% co-pay not to exceed \$30/visit
Outpatient Substance Abuse	100% up to 30 visits/CY or \$3000 max per CY	\$25 co-pay/visit up to 30 visits/CY or \$3000 max per CY

9. Dental Schedule of Benefits

A detailed list of benefits can be found in the materials distributed during annual open enrollment. No benefit available through December 31, 2005 shall be discontinued because it is excluded from the table which follows:

Plan Feature	Employee Co-pay - Network Only
Preventive and Diagnostic Services • Examination	\$0

<ul style="list-style-type: none"> • Cleaning • x-rays 	<p>\$0</p> <p>\$0</p>
<p>Minor Restorative</p> <ul style="list-style-type: none"> • Fillings and extractions • Oral surgery • Endodontic services¹ • Periodontal services¹ 	<p>\$0</p> <p>\$40-\$196 based on specific service</p> <p>\$45-\$310 based on specific service</p> <p>\$25-\$145 based on specific service</p>
<p>Major Restorative</p> <ul style="list-style-type: none"> • Crowns • Bridges • Complete Dentures 	<p>\$92-\$190 based on specific service</p> <p>\$115-\$291 based on specific service</p> <p>\$249-\$264 based on specific service</p>
Complete Orthodontics	\$1,850 co-pay

10. Vision Schedule of Benefits

A detailed listing of benefits can be found in the materials distributed during annual open enrollment. No benefit available through December 31, 2005 shall be discontinued because it is excluded from the table which follows:

Plan Feature	Payment
Exam	\$25.00
<p>Lenses</p> <ul style="list-style-type: none"> • Single • Bifocal • Bifocal progressive • Trifocal 	<p>\$20.00</p> <p>\$33.00</p> <p>\$40.00</p> <p>\$47.00</p>
Frames	\$25.00
<p>Contact Lenses</p> <ul style="list-style-type: none"> • Medically necessary • Cosmetic, replace single vision lens • Cosmetic, replace bifocal lens 	<p>\$135.00</p> <p>\$45.00</p> <p>\$45.00</p>
Frequency for Benefit	Exam + one pair of eye glasses or contact lenses once every 24 months

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

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

B. Health and Welfare

1. The employer shall contribute not less than \$400 to a health and welfare fund which shall consist of life insurance, optical services and dental insurance. The optical program will include fashion frames as allowed. The Board will pay \$25 toward the cost of physical exams.
2. The employer shall provide life insurance of \$35,000.00.
3. A Joint 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. This committee shall meet on a monthly basis and shall submit a report to the Board of School Commissioners. 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.
4. In the event an employee is on leave without pay for personal illness, the Employer shall continue to pay its share of the cost of Blue Cross/Blue Shield PPN, Blue Cross/Blue Shield Traditional and HMO coverage for a period not to exceed thirty (30) days, provided the affected employee continues to assume his appropriate contribution for said coverage.
5. A. The health insurance vendor shall be selected by the Board through the process of competitive bidding. The process of competitive bidding is based on updated RFP's reviewed by the Union. Any health care vendor selected through competitive bidding must provide "At least the same level and type of benefit coverage" as provided under the 2003-2005 Agreement.

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

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

C. Joint Health and Welfare Labor Study Committee

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

5.3 Travel Allowance

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

5.4 Master Teachers, Department Heads, and Coaches

- A. Master Teachers, Department Heads, and Coaches shall be compensated as set forth in their respective scales in the Addendums of this Agreement.
- B. The Department Head of Physical Education responsible for Interscholastic Athletics shall be paid as a Department Head I and as a Director of Athletics.
- C. If there is no department head of physical education responsible for Interscholastic Athletics, a procedure shall be developed by the Board and the Union to establish a list of employees who are qualified to fill Athletic Director positions. If a school qualifies by the number of staff for the position of department head, the department head and director of athletics shall be the same person.

Currently employed department heads of physical education who are serving as Directors of Athletics shall be held harmless.

ARTICLE VI

Teacher Employment

6.1 Area of Assignment

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

6.2 Teacher Assignment

- A. No later than thirty (30) days prior to the end of the school year, all teachers shall be given an opportunity to voluntarily fill out preference sheets indicating their preferences, in order of priority, of grade level and type of program on that grade level, with the understanding that where reasonably possible such preferences will be honored.
- B. Not later than the last work day for teachers in June all teachers shall be given written notice of their assignments for the forthcoming year. Teachers shall be given an opportunity to discuss their assignments with their Principals or Department Heads. 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.
- C. No change in assignment during the school year shall be made without ten (10) school days notice and discussion prior to the change.

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

6.3 Reduction in Force

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

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

1. A seniority list of all employees.
2. Statistics on attrition.
3. Information on certification.

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

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

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

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

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

ARTICLE VII

Teacher Hours and Working Conditions

7.1 School Year

- A. The 2005-2006 school year shall begin for new teachers on August 15, 2005 and for returning teachers on August 24, 2005, and shall ~~not extend beyond~~ end on June 9, 2006. The school calendar will be extended ~~reduced~~ by up to five days, until June 16, 2006 ~~June 24, 23, 22, 21, and 18, if not needed to offset the days when schools are closed due to inclement weather.~~ The starting dates for new teachers and returning teachers for school year and 2006-2007 shall be determined after an evaluation of the prior school year by the Board and consultation with the Union.

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

1. The length of the school year shall be one hundred and eighty (180) days for students
2. The length of the school year shall be a maximum of one hundred and ninety (190) days for teachers.

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

7.2 School Week

The school week for secondary teachers and those teachers in departmentalized and middle schools shall include twenty-five (25) teaching periods five (5) preparation periods, and except in cases where school faculties indicate otherwise, five (5) forty-five (45) minute duty-free lunch periods.

7.3 School Day

- A. The length of the school day shall be seven (7) hours and five (5) minutes inclusive of the arrival and departure time.
- B. The reporting time for elementary school and K-8 school teachers shall be fifteen (15) minutes prior to the time designated as the official homeroom period. The reporting time for high school and middle school teachers shall be ten (10) minutes prior to the time designated as the official homeroom period. In the event there is no homeroom period during the instructional day or there is no homeroom period, reporting time for elementary school and K-8 school teachers shall be fifteen (15) minutes prior to the beginning of the student instructional day and ten minutes for high school and middle school teachers. Leaving time shall be upon the completion of the teacher's responsibility but in no event less than ten (10) minutes for elementary school and K-8 school teachers and no less than five (5) minutes for high school and middle school teachers after the conclusion of the instructional day.
- C. It is further agreed that the teacher will provide extra time either within or outside of the teacher's school day for the benefit of the needs of his students as shall be determined by the teacher.

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

7.4 Lunch Periods

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

7.5 Teaching Schedules

- A. Secondary teachers shall not be required to teach continuously for more than three (3) periods, nor three (3) hours where double periods are used. Elementary teachers shall not be required to teach continuously for more than three (3) hours.
- B. Every effort shall be made to see that no secondary teacher is required to teach more than two (2) different subjects or grade levels.

7.6 Class Size

Because the pupil-teacher ratio is an important aspect of the working conditions of a teacher, class size shall be lowered. When computing classroom pupil-teacher ratio non-teaching staff personnel shall be excluded. The standards for staffing adopted by the Board will be published in May of each year of the Agreement.

7.7 Class Coverage

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

7.8 Available Preparation Time

- A. The Board will provide three (3) forty-five (45) minute preparation periods per week for all elementary school teachers.
- B. When children are under the supervision of the physical education teacher, librarian, music resource teacher, or art resource teacher, the classroom teacher, at his option, may leave the teaching area and use that period as a preparation period. The teacher shall not be assigned any other duty at that period.
- C. The Board will maintain a list of substitute teachers who will be used for resource teachers' absences. This list should be available to each principal.
- D. Each school having a rescheduled day shall allow thirty (30) minutes of that time for teacher preparation and planning.

7.9 Non-Teaching Duties

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

- hSchool cafeteria duty
- hBefore-and after-school playground duty
- hLunchtime playground duty
- hCollection of money for insurance, savings stamps, charities, and PTA dues
- hAccessioning library books
- hSchool-wide detention duty
- hLavatory duty
- hOffice duty
- hThe duplication of school-wide or departmental teaching materials.

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

7.10 Transportation

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

7.11 Substitutes

- A. No teacher shall be required to obtain the services of a substitute in the event of his absence. In the case of a scheduled absence, however, the teacher may assist in securing a substitute.
- B. Members of the bargaining unit, unable to report to work, will be able to call the pertinent information to a particular telephone number established for this purpose.
- C. Except where there is a budget control freeze or where funds are not available for permanent filling of a position, a long-term substitute position shall not be used as a replacement for any recall procedure.
- D. Provided funds are available, substitutes shall be provided for resource teachers in the event of illness for a full school day.

7.12 Split Classes

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

7.13 Classroom Interruptions

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

7.14 Determination of Grades

- A. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Baltimore City Public School System based upon his professional judgement of available criteria pertinent to any given subject area or activity for which he is responsible.
- B. Once a teacher has provided evidence documenting a grade, no undue pressure should be applied to the teacher by the principal in an effort to force the teacher to change that grade.
- C. If a principal of a school feels it is necessary to change a pupil's grade in any subject at the end of the grading period, the principal shall consult with the teacher who issued the original grade and give his reasons in writing for the necessary change to the teacher. If a change in

grade is made, it shall be recorded and logged (on a log kept by the Area Academic Officer) as the principal's grade and not the teacher's grade.

7.15 Meetings

- A. The principal and/or other administrator and the Union Chapter Committee in each school shall meet at least once a month during the school year, or additionally if mutually agreed, to discuss areas of concern. No decisions reached in these meetings will modify or alter the terms of this agreement. No more than five (5) members of the Union Chapter Committee shall attend these meetings.
- B. Teachers shall be required to attend one (1) faculty meeting per month for no more than one (1) hour in length. The notice for faculty meetings shall be given to the teachers involved at least three (3) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda if such desire is expressed to the principal at least two (2) days prior to the meeting. The agenda shall be posted one (1) day prior to the meeting.
- C. For the purpose of familiarizing teachers new to the system with the bargaining representative and collective bargaining Agreement, the Union shall be provided with reasonable time on the agenda to address such employees at an orientation meeting or training program scheduled by the Board. The Board shall notify the Union at least five (5) days prior to the scheduled meeting. The Union shall communicate a confirmation of its intent to appear at the meeting within twenty-four (24) hours of the Board's notice.
- D. The Union recognizes the need for increased participation by parents in the education process of their children. If parent/teacher organization meetings are scheduled teachers shall be required to attend three (3) meetings a year. Teachers shall have input as to the agenda and time of the meeting.

7.16 Lesson Plans

- A. Teachers responsible for the instruction of students shall prepare lesson plans as an essential part of their teaching responsibilities. The format and organization of lesson plans are best determined by the individual teacher. Every lesson plan should include an indication of the objectives, content materials and procedure for reference. The principal or supervising administrator may suggest a particular format or organization. However, where the principal has personally substantiated need for specific organization of lessons plans, the teacher may then be required to utilize a suggested form in the preparation of lesson plans. The request for daily lesson plans should not be used as a disciplinary measure.
- B. Any request to review a teacher's plan book shall be made directly to the teacher. If problems exist the result of the review will be discussed with the teacher in a personal conference.
- C. Probationary teachers may be required to follow a particular form of lesson plan for the first two years.
- D. Students with disabilities may be instructed by special education and/or general education teachers. BCPSS shall identify these students, and it shall deliver a current Individualized Educational Plan ("IEP") to the teachers to whom the students are assigned. A teacher's lesson plans must reflect the last IEP for the student that is delivered to the teacher. This requirement may be satisfied by placement of a copy of the last IEP with the Lesson Plan Book.
- E. BTU and BCPSS shall monitor application of Sec. 7.16.D.1. of this Agreement through the Joint Committee that is organized under Sec. 18.12.A.

7.17 Rescheduled Day

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

7.18 MSA

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

ARTICLE VIII

Teacher Facilities, Materials, Supplies and Equipment

8.1 Furniture

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

8.2 Restrooms

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

8.3 Dining Facilities

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

8.4 Supplies

- A. Principals and/or administrators in charge shall advise the faculty of the amount of funds available to the school for the purchase of supplies and materials. On or before a specific date to be established in each school, each teacher may submit in writing to the principal a suggested list of supplies and books for his/her pupils. Upon request, a teacher may review the actual order placed for textbooks and supplies.
- B. Textbooks in the schools which are ready for distribution will be made available for use during the first full week of the school year to teachers who have need of them.
- C. If supplies are in the school, they shall be made available to teachers as needed.

8.5 Instructional Materials

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, computers, and similar materials are the tools of the teaching profession.

- B. Efforts shall be continued to seek and use instructional materials which reflect the contribution and presence of diverse ethnic and cultural groups.
- C. 1. Selection of instructional materials for each school shall be made by a committee of teachers chosen by the faculty within that school.
2. On a City-wide basis, a central committee for each discipline shall be established jointly by the Union and BCPSS for book selection on all levels in which at least half of the committee shall include teachers from each Area of which no fewer than two (2) of the total number of teachers on the committee shall be appointed by the Union.
3. For each school year, the committee referred to in Sec. 8.5.C.2 shall be composed of as many Union appointed teachers as specified above as long as the committee retains at least some teachers that had prior experience on such committee.
- D. The Board shall provide a teacher reference library in each school and include therein teacher reference materials which are reasonably requested of the school and which are within the allocated budget of the school.
- E. Small but selective libraries shall be established for each secondary classroom. The Board shall allocate some library funds for the purchase of books and periodicals chosen by the classroom teacher for teaching purposes.
- F. Funds allotted to the shop and vocational programs shall be used exclusively for those designated purposes.
- G. The Board shall provide all teachers assigned to laboratory and shop classes with protective clothing and safety equipment, required by local, state and federal law.

8.6 Classrooms

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

8.7 Sanitary and Health Related Supplies

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

8.8 Infectious Diseases

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

ARTICLE IX

Evaluation

9.1 Evaluation

- A. A copy of the Board's revised Performance-Based Evaluation System ("PBES") approved on September 23, 2003, and any subsequently revised PBES shall be distributed by the employer to each teacher at the beginning of each new school year.
- B. The Board and the Union agree that because it is official Board policy, the success of the current PBES and any subsequently revised PBES shall require all BCPSS staff and administrators to faithfully undertake the roles and responsibilities that are described in the

document, and all staff and administrators also must carefully follow each of the steps contained therein.

- C. Tenured and non-tenured teachers shall be notified of a year-end satisfactory performance evaluation on or before May 1. No unsatisfactory performance evaluations may be issued after that date.
- D. The principal will make every effort to perform at least one classroom observation in the case of an unsatisfactory evaluation.

9.2 Certification

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

9.3 Notice of Appeal

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

ARTICLE X

Transfers

10.1 Voluntary Transfers

A roster shall be developed and maintained throughout the year of those teachers who request transfers. This roster will be used to select teachers for transfers at the end of the first semester and/or for the following school year. Teachers requesting transfers shall list their choices of new assignment in order of priority. Teachers shall be placed on the roster in order of their qualifications, and the filling dates of their transfer requests. If equally qualified candidates file on the same date, system-wide seniority shall be used to determine their placement on the roster. All requests shall be processed by the Director of Human Resources. If a teacher does not receive a requested transfer, he shall be notified of the reason in writing and his name shall remain on the transfer roster. On a quarterly basis, the Director of Human Resources shall send the Union a copy of the updated transfer list. No voluntary transfer shall be denied for reasons that are arbitrary, capricious, unreasonable or based on personal preference.

10.2 Involuntary Transfers

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

When an involuntary transfer results from directives of other governmental agencies, it shall be made on the basis of the system-wide seniority of the teachers within the affected school. Teachers shall be notified of a transfer at least ten (10) school days prior to the effective date of the transfer, unless by law, the special education teacher is required to be transferred in less than ten (10) school days. A teacher may request a meeting with the persons responsible for the transfer. This meeting (the three (3) day meeting), if requested, shall take place within three (3) school days of the transfer notice. The teacher shall be provided with the reasons for the transfer at this meeting. If unsatisfied with this meeting, the Union may request an additional meeting

with the appropriate administrator to further discuss the reasons for the transfer. Reasons shall not be arbitrary, capricious or unreasonable. The Board and Administration will make every effort to minimize the number of involuntary transfers. Both parties will strive to accomplish all meeting requirements within the same ten (10) day period. If a three-day meeting is requested, the transfer shall not be carried out until after the three-day meeting and subsequent appeal meeting with the AEO or appropriate BCPSS administrator have taken place.

ARTICLE XI

Promotions

11.1 Promotions

- A. It is the policy of the Board to select the best qualified applicant for a promotion.
- B. The Board and the Union acknowledge that a promotional policy has been adopted. If any changes are proposed for this policy, the Union will have full participation and involvement in any discussions.
- C. A promotion is the movement of an employee to a higher level of responsibility, authority, or range of duties resulting in a higher annual salary.
- D. Notice of all promotional and professional opportunities during the school year shall be posted in all schools. Notice shall be posted in all schools at least fifteen (15) work days prior to the closing date for applications. In the event such opportunities arise outside the school year, the Board shall notify the Union twenty (20) calendar days prior to the closing date for the application.
- E. The posting shall include a description of the duties, the required qualifications, location, salary range, deadline for submission of application, and any other pertinent information.

ARTICLE XII

Academic Freedom

12.1 Academic Freedom

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

ARTICLE XIII

Teacher Protection

13.1 Teacher Protection

- A. If a teacher, in connection with his employment, is subjected to assault or battery, he shall immediately report the incident and the circumstances to his Principal. The Principal shall forward the report to the appropriate Area Academic Officer (AAO) with a copy to the Union.
- B. A student involved in an assault on a teacher may be removed from the school by the Principal or other appropriate administrator in accordance with Board rules and State law.
- C. The alleged assault will be promptly investigated. The report of this investigation shall be forwarded to the Board and to the Union . The teacher has the right to have a conference with the appropriate AAO prior to a decision relating to the student's placement in the school. If there is an objection to the placement decision, the teacher has the right to request a fair hearing.
- D. If the assault is by a pupil or a non-pupil and the teacher wishes to file criminal charges, the Principal or their appropriate staff will promptly report the incident to the proper law enforcement authorities.
- E. In either case (pupil or non-pupil), the Board agrees to cooperate with the teacher by complying with any lawful request by the teacher for information in the Board's possession relating to the incident or the person involved.
- F. In cases involving an assault upon a teacher, the security officer shall, upon request of the teacher involved, provide the necessary advice and assistance including assistance in securing proper warrants, investigation of assaults, filing of juvenile petitions, calling for Police Department assistance, accompanying the teacher to court and sharing information relevant to the assault incident.
- G. If a teacher files criminal charges against a student, the student shall not return to the teacher's class until after final determination of criminal charges. In any event, the Board shall attempt to place the student in another school pending final determination. In all cases the actions described herein are subject to the order and direction of appropriate judicial authority.
- H. A joint committee of six (6) Union representatives and six (6) Board representatives shall be established to study and propose responses to the issues of personal property destroyed, stolen or damaged by students or others on school property, as a result of accident, vandalism or theft. The committee will commence meeting in **October 2005** and end by **January 2006**, with the committee recommendations being forwarded to the CEO for approval and implementation by **February 2006**.

13.2 Liability Insurance

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

13.3 Legal Counsel

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

13.4 School Visitors

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

13.5 Safe Schools and Secure Schools

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

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

13.6 HIV Policy

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

13.7 Employee Assistance

- A. The Board shall institute an EAP program which provides for mental health counseling, treatment for alcohol and drug abuse and treatment for stress-related illness. These services shall be available on a voluntary basis and without cost to the employee although, if voluntary, they may be funded in part by the employee's health insurance benefits under 5.2 of this Agreement.
- B. All employees using the EAP shall be assured confidentiality. Without prior consent from the employee, an employee's medical records from the EAP cannot be used to justify or document discipline or removal from service. There may be Medical Review Officer (MRO) review of fitness for duty, and the MRO may report to the MRO's overall conclusions.

13.8 Diversion Program

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

ARTICLE XIV

Professional Development

14.1 Tuition Reimbursement

- A. The Board shall pay a portion of the cost of tuition fees for courses taken by teachers up to and including twelve (12) credit hours per school year in an educational field or related area approved by the Board. Tuition reimbursement payments by the Board shall be taxed only as required by IRS rules and regulations. Reimbursement will be in accordance with the following percentages:
 - 1. Up to and including Master's Degree – 75% tuition reimbursement

2. Beyond Master's Degree - 50% tuition reimbursement
- B. Teachers with less than five (5) years of continuous service receiving tuition reimbursement shall be required to remain an employee of the Board for two (2) school years following the reimbursement. Teachers with more than five (5) years of continuous service shall be required to remain an employee of the Board for the entire year following the reimbursement. In that regard, the teacher shall be required to sign a reimbursement agreement. Teachers with less than five (5) years of continuous service who voluntarily terminate employment shall return 75% of all tuition reimbursement monies to the Board for the previous two (2) school years. Teachers with more than five (5) years of continuous service who voluntarily terminate employment shall return 100% of all tuition reimbursement monies to the Board for the previous semester. Teachers who retire from the BCPSS are not required to reimburse the Board.
 - C. Teachers who minimally hold a standard professional certificate and who obtain a post graduate degree in a critical shortage area as identified by BCPSS (e.g. math, science or special education) will receive a \$1,500 payment not to be added to the base rate. Such payment shall be paid at \$500 per school year, in June, over a three (3) year period. Only full time classroom teachers are eligible and payment shall be contingent upon the teacher receiving a satisfactory evaluation each year.
 - D. The grade requirement for tuition reimbursement shall be "B" or better.
 - E. Applications for course approval and proof of passing shall be hand delivered (receipt provided) or made by certified mail to the Department of Human Resources, Attention: Tuition Reimbursement, 200 E. North Avenue, Baltimore, Maryland 21202.
 - F. The deadlines for submitting applications for approval of tuition reimbursement shall be as follows:
 - 1. October 1 – Fall semester
 - 2. February 1 – Spring semester
 - 3. July 1 – Summer semesterNote: A tuition payment statement or bill with a canceled check must accompany the completed application. Should any deadline fall on a weekend or holiday, applications shall be due the following workday.
 - G. The Board shall notify all applicants of course approval within fourteen (14) calendar days of application.
 - H. If all appropriate information and documentation that a course has been passed is completed and submitted by the specified deadline in Article XIV, Section E & F, payment for tuition reimbursement shall be made within forty (40) school days.

14.2 Professional Development

- A. The Board and the Union mutually recognize the importance of professional development, and that it must be designed and delivered to teachers at all levels. To that end, the parties agree to work together to provide professional development for teachers that is focused on content and pedagogy, is research-based, work related, continuous and consistent with the goals and objectives of the Master Plan of BCPSS. Professional development must be designed and delivered to assure/promote:
 - 1. Individual and school improvement;
 - 2. Improved student achievement;
 - 3. Implementation of strategic plans;
 - 4. Compliance with MSDE mandates; and
 - 5. Achieving goals and objectives of the Board's Master Plan.

- B. Important to the success of professional development and the performance based evaluation system is the commitment of each teacher to meet or exceed the requirements and criteria set forth by the Board. It is understood that all teachers are mandated to participate in the ten (10) days of scheduled professional development activities as designated in the approved school calendar. Clearly, the commitment of each teacher to meet or exceed the Board's criteria is essential to the success of the professional development program and to the performance based evaluation system.
- C. A Joint Committee of no more than three (3) employees designated by the Board and three (3) Union representatives shall be formed to make educationally appropriate decisions regarding teacher professional development. ~~During the 2003-2004 school year~~ The ~~the~~ first meeting of the Joint Committee shall be convened ~~by November 15th.~~
~~During the 2004-2005 school year the first meeting shall be convened by August 15th.~~
 - 1. The Joint Committee will work cooperatively to develop a system-wide menu of recommended professional development opportunities.
 - 2. Outcomes/programs recommended by the Joint Committee shall be made in writing to the Chief Academic Officer (CAO) by ~~December 15th.~~ ~~During the 2004-2005 school year outcomes/programs shall be recommended in writing to the CAO by September 15th.~~
 - 3. The CAO shall have the final authority to approve items submitted by the joint Committee. If the Joint Committee's recommendation(s) are modified or rejected, the CAO shall provide the reason(s) in writing to the Joint Committee within ten (10) days.

14.3 Individual Development Plans (IDP)

- A. Each year every teacher shall submit a plan for individual professional development to his/her Principal as part of the Performance Based Evaluation System. The approved IDP is intended to provide teachers with an opportunity to design their own professional growth plans based on their individual needs and personal goals, except as noted in 14.3 B. The IDP shall be updated annually and must demonstrate improved levels of skill and knowledge in subject content and classroom practice.
- B. If a teacher's observation(s) include specific recommendations designed to address an identified area(s) of needed improvement in the teacher's performance, the IDP must address the identified area(s) of need through the performance improvement process. Recommendations must be directly related to the teacher's classroom performance.
- C. Teachers may choose professional development opportunities offered through the Board, the BTU Teacher Center or through other programs designed to address performance improvement.

ARTICLE XV

Leaves of Absence

15.1 Communicable Disease

- A. An employee who is absent because of contact with a communicable disease which requires isolation under the City Health Code, but who does not have the disease himself shall be paid

full salary for such time as the Health Commissioner of Baltimore City declares the staff member subject to isolation.

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

15.2 Sick Leave

- A. Each employee shall be granted sick leave with pay during leaves of absence because of personal illness. Teachers shall at the beginning of each school year be credited with fifteen (15) work days of sick leave. Any unused sick leave shall be carried forward from year to year and accumulated up to a maximum of 315 days.
- B. Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from childbirth. The Board and the Union recognize that there is a presumption that this disability will occur in most cases for a period of four (4) weeks before and six (6) weeks after delivery. Upon termination of such disability, the teacher must return to work unless she resigns or requests a leave of absence.
- C. A full time teacher shall have four (4) weeks for adoption beginning with the day the child is received. The absence shall be charged to accumulated sick leave. In the event that both parents are Board employees, they may divide the use of paid adoption leave between themselves or either one may use the full four (4) weeks. In order to receive this leave, an employee must complete a Request for Leave Form and attach documentation from the adoption agency.
- D. Up to five (5) days of accumulated sick leave may be used by the teacher in the case of illness in the teacher's immediate family as defined in Board rules.
- E. Whenever medical verification is required as a result of the present Board policy, said verification shall only state that the employee was absent for medical reasons and is now capable of returning to work.
- F. Sick Leave for new teachers shall be at the rate of 10 days per year for the first two years. When the new teacher receives their election to tenure they will receive 5 days for each of the two years (a total of 10 days) added to their sick leave total.

15.3 Sick Leave Conversion

A. Annual

- 1. The sick leave year for conversion purposes begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year.
- 2. For conversion purposes, a teacher's annual sick leave allotment will be treated as if the total number of sick leave days given for the year were divided by the total months of employment during a year and subsequently credited monthly. The posting of the full allotment of sick leave days on September 1st has no affect on this process.
- 3. For every four days of sick leave accumulated during the sick leave year, an employee may convert one (1) day to cash, at his rate of pay at the time of conversion, and retain the remaining three (3) days in his sick leave account. A maximum of three (3) days of sick

leave may be converted to cash. An employee's days of personal business leave which, unused, have been accumulated as sick leave is not subject to annual sick leave conversion.

4. An employee may convert to cash either all or none of the days to which he is entitled. Conversion of only some of the days to which an employee is entitled is not allowed.
5. Payment for sick leave conversion will not be included in the employee's regular salary check, but will be made by a separate check. These checks will be issued no later than December 24 each year, and will include the usual deduction for taxes and Social Security.
6. ~~Sick leave conversion will not be paid during the 2003-2004 contract year only.~~

B. Upon Termination

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

15.4 Sick Leave Bank

- A. The Sick Leave Bank will continue in effect.
- B. Effective July 1, 1980, membership in the bank was voluntary for all employees. Thereafter, all new employees who request membership will be assessed one day of sick leave for deposit in the bank.
- C. A member of the bargaining unit may participate in the bank only after:
 1. Filing application with the Sick Leave Bank Committee;
 2. Submitting satisfactory medical evidence of the illness;
 3. Submitting evidence of having exhausted all accumulated leave;
 4. Satisfying such other criteria as may be established by the joint committee which includes an evaluation of the teacher's past sick leave usage record.
- D. A joint committee of six (6) members, half named by the Board and half named by the Union, will administer the Sick Leave Bank and establish specific procedures for its utilization.
- E. Any employee who contributed one day to the Sick Leave Bank shall not be charged a sick leave day for the purpose of sick leave conversion. The day will be drawn from the prior year's accumulated sick leave, except in the event that the employee has no sick leave, in which case that day will be drawn from the current year.
- F. New employees must join the Sick Leave Bank within the first thirty (30) days of their employment or lose their right to do so.
- G. Employees may relinquish their membership in the sick leave bank at any time; if they do so, however, they will lose both their contribution in the Sick Leave Bank and their right to rejoin the bank at a later date.
- H. A member will lose the right to utilize the Sick Leave Bank if his employment with the Baltimore City Public School System is terminated.
- I. All contributions will remain in force and cannot be returned even upon cancellation of a membership. In no case will the granting of leave from the bank cause a member to receive more than his or her annual salary.
- J. All unused sick leave days in the bank at the end of a school year shall be carried over to the next school year.

15.5 Job-Related Injury

- A. Employees who sustain injuries occurring in connection with their assigned duties and not as a result of their own negligence shall be eligible for leave of absence without loss of pay up to a maximum of one year from the date of the job-related injury. The leave is subject to the

approval of the Board's MRO or designee. The employee shall submit to re-examination by the Board's MRO or designee periodically as required, but at least every three (3) months. In any case where the injury requires an extended leave of absence the Board may request that the employee be considered for retirement because of accidental disability.

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

- B. Absence due to disability resulting from an assault will be covered by an assault leave. This leave will not be charged to sick leave. The teacher will be in full pay status for the duration of the disability.
- C. There will be a Joint Union/BCPSS Oversight Committee established to review all employees rejected or released on the basis of decisions made by the Board's MRO or designee.
- D. The Union and the Board's MRO or designee shall meet quarterly or more frequently as needs dictate to review and discuss problems of unit members who must report to the clinic because of job-related injuries.

15.6 Personal Business Leave

- A. An employee shall be granted one (1) day leave of absence each year for necessary personal business without loss of pay. If unused, such personal business leave shall be accumulated as sick leave, but not subject to annual sick leave conversion.
- B. Each employee shall be permitted to use up to three (3) days per year of accumulated sick leave for necessary personal business which shall be non-cumulative from year-to-year and shall be treated as sick leave.
- C. A request for personal business leave either on the day before or after a holiday or on the two (2) days preceding the last day for students in June may be honored only upon satisfactory justification by the employee that said business cannot be rescheduled to a day other than those mentioned above. Recommendation for approval of the personal business leave mentioned in the above paragraph will be made by the school Principal to the appropriate AAO.
- D. Personal leave shall not be unreasonable denied provided that the employee requests such leave at least two (2) working days in advance. In bona fide emergency situations, the two (2) days' notice may be waived. Except as stipulated in paragraph C above, employees shall not be required to give explanation other than that the leave is being requested for personal business.

15.7 Field Trips

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

15.8 Other Leaves of Absence Without Pay

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

15.9 Sabbatical Leave

- A. Employees who have served as full-time employees for a period of seven (7) or more consecutive years, including probationary or elected service, in BCPSS may be granted

sabbatical leaves of absence. The first such leave may be granted after the seventh (7th) consecutive year of active service, and additional leaves after each successive period of seven (7) years of active service. Accrued service shall not entitle any person to more than two (2) semesters of sabbatical leave in a period of eight (8) consecutive years.

- B. A study leave of one (1) year in length or a military leave of two (2) years in length shall not be construed as breaking the continuity of services, but neither is to be counted as part of the seven (7) years service requirement.
- C. A sabbatical leave shall be granted only those persons who have been on active duty during the year immediately preceding the sabbatical leave year and who are on active duty at the time the leave is to be effective.
- D. For purposes of determining eligibility for sabbatical leave, active service shall be construed as service of such length and quality as to qualify for a full service salary increment for each year. Time spent on sabbatical leave shall count towards eligibility for further movement on the salary scale but shall not count as active service for purposes of determining eligibility for a subsequent sabbatical leave.
- E. Fully-degreed provisional teachers who subsequently are elected to tenure shall be permitted to count the two (2) years of provisional service to election as part of the period of seven (7) consecutive years of service.
- F. Sabbatical leave may be granted for the purpose of study and travel or for such other purposes as may be recommended by the CEO and approved by the Board. Employees on sabbatical leaves may not enter into gainful employment except upon the approval of the CEO.
- G. During the period of sabbatical leave, each staff member shall receive one-half (1/2) of his regular salary. In the cases of persons receiving salary differentials, an additional deduction of fifty percent (50%) of the salary differential shall be made for the period of the leave.
- H. During the period of sabbatical leave, each employee shall be entitled to all of the privileges and opportunities which he would enjoy if he were on active duty. Upon his return from leave, he shall have the same right of returning to the position he occupied prior to his leave which he would enjoy had he remained on active duty. He shall not be transferred in the normal course of administrative operation.
- I. The method of selecting staff members to be granted sabbatical leaves shall be as follows: In order to continue the services of the schools at a high level, the number of staff members to whom sabbatical leave is granted shall be determined at any time by the number of qualified substitutes who are available for replacement purposes. From among all those staff members eligible for leave by virtue of their service, those individuals who have served longest in BCPSS without receiving any sabbatical leave shall be given first consideration. The Board shall grant sabbatical leave to some qualified applicants. The sum of individuals on leave in any one (1) year is not to exceed three percent (3%) of the unit. This maximum quota of three percent (3%) shall be distributed throughout the system so as to prevent any undue absence from any one (1) school, from any single department within a school, or from any single division of the school system.
- J. Any employee to whom sabbatical leave is granted shall be required, as a condition of the granting of the leave, to agree to return to BCPSS for at least one (1) year following the expiration of his leave. As an option to this service requirement, any individual may, if he so elects, return to the BCPSS the salary which he received during the period of leave.
- K. Application for sabbatical leave must be submitted to the Director of Human Resources no later than the close of the work day on December 15. Action by the Board shall be completed no later than June 1 of the school year.
- L. Notices shall be sent to all applicants of the Board's action on their request, and stated reasons for denial of a teacher's request shall be provided in writing to the individual with a copy to the Union.

15.10 Professional Meetings

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

15.11–Matrimony

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

15.12 Military Spouse

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

15.13 Family Leave

- A. Teachers shall at their request be granted a leave of absence without pay for child-bearing and/or child-rearing for such period of time as they specify but not to exceed one (1) year. Upon application, said leave may be extended up to, but not beyond, the beginning of the school year (September 1) following the child’s third birthday.
- B. Application for such leave shall be made as soon as possible but normally at least ninety (90) days prior to the effective date.
- C. Teachers adopting an infant shall, at their request, receive the same leave without pay as set forth in paragraph A above which shall commence upon the teacher’s receiving de facto custody of said infant or earlier, if necessary, to fill the requirements for adoption. Application for adoption leave shall be made as soon as possible.
- D. Upon expiration of leave, an employee’s reassignment to active duty shall be contingent upon the existence of a vacancy for which the employee is qualified. Exceptions to the foregoing may be made in the case of an employee whose parental leave begins during a given semester, as follows:
 - a. If parental leave begins prior to October 1 or March 1 of a given semester, the employees shall be returned to the previous position at the beginning of the following semester.
 - b. If the parental leave begins on or after October 1 or March 1 of a given semester, the employee shall be returned to his previous position at the beginning of the following semester or of the next following semester.The above two exceptions shall apply provided that the employee notifies the Director of Human Resources of his intention at least twenty (20) calendar days prior to the start of the semester of his planned return.

15.14 Graduation Exercises

- A. Leave of absence for attendance at senior high school or college graduation exercises shall be granted an employee as follows:
 - 1. A one (1) day leave of absence without loss of pay to attend his own graduation.
 - 2. A one (1) day leave of absence without loss of pay to attend the graduation exercises of spouse or child.
 - 3. All other graduation leave shall be with loss of full pay provided that such leave may be charged to personal business leave with no loss of pay if the employee so elects.
 - 4. The leave that is available under this Sec. 15.14. shall be for a graduation exercise that is to occur on a regularly scheduled work day, unless the institution at which the graduation

exercise is to occur is at a distance of more than one hour and one half by automobile travel from Baltimore City.

15.15 Religious Holidays

- A. An employee may be absent for two full days with pay for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when members of the employee's religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry on their regular professional or business activities.
- B. Religious leave may be charged to personal business leave with no loss of pay if the employee so elects.

15.16 Bereavement Leave

- A. In the case of the death of a parent, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, husband, wife, child or grandchild (including those in this group who are step, half-blood or foster relations), or in the case of the death of a member of the immediate household of an employee, the employee shall be granted a leave of absence without loss of pay for a period not exceeding four (4) consecutive working days beginning with the date of death except that no day during this period on which the employee has been on duty shall be counted in computing the length of the leave.
- B. In the case of the death of a relative not mentioned in Paragraph A above, the employee shall be granted a one (1) day leave of absence with no loss of pay to attend the funeral. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

15.17 Funeral of Member of Faculty

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

15.18 Military Leave

- A. A military leave of absence shall be granted with loss of full pay to employees who enlist, are inducted, or are recalled as reserve officers, members of the organized reserves, or members of the National Guard for service in our military forces.
- B. Employees, including those persons assigned to positions between the close of school in June and the opening of school in September, who have been inducted or enlisted in the Armed Services, or have been recalled as reserve officers, members of the organized reserves, or members of the National Guard for service in our military forces before they report for active duty in BCPSS shall be given military leave of absence.
- C. Employees who enter military service shall, upon return to service with BCPSS, be assigned to a position equivalent to that held when leave commenced.
- D. Leaves of absence to permit an individual to engage in civilian work related to some military activity shall not be approved except where unusual circumstances exist.
- E. All employees who are members of the military or naval establishments of the United States of America or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year except by special recommendation of the CEO and special action of the Board, without loss of pay for the working days included in the leave.
- F. A one (1) day leave of absence without loss of pay shall be granted for a physical examination when required by military authorities.

15.19 Benefit Continuation

During an unpaid leave of absence, the employee shall be carried on the payroll on inactive status and, at his discretion, may make arrangements with the Department of Finance to continue the group health benefits at the employee's expense. The Board shall have no obligation to provide insurance benefits during an unpaid leave of absence.

15.20 Jury Duty

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

15.21 Leave for BCPSS/Union Service.

The Board and the Union agree to share the cost of the salary and benefits (50%-50%) for up to six (6) employees providing services to both the Union and BCPSS. The Board shall provide no fewer than four (4) classrooms in the Center for Quality Teaching for the BTU Professional Development Center.

ARTICLE XVI General

16.1 Effects of Agreement

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

16.2 Notification and Discussion

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

16.3 Printing of Agreement

The Union shall make arrangements for the printing of this Agreement, the cost of which the Board agrees to share with the Union.

16.4 Negotiations Procedure

- A. On or about November 1 of the year preceding the expiration year of the then current Agreement, either of the parties desiring to open negotiations for a successor Agreement shall give written notice of such an intention to the other party.
- B. The negotiations shall be geared insofar as possible to the budget-making process. The parties agree that the first negotiation session following the notice required above shall be convened not later than the first week of December of the year preceding the expiration year of the then current Agreement. Subsequent negotiating sessions and procedures shall be established by mutual consent.

16.5 Just Cause

No teacher shall be disciplined, reduced in rank or compensation, suspended, or discharged without just cause. All discipline shall take place at a meeting called for that purpose. Teachers shall have the right to have a union representative present at any such meeting. The BTU shall be sent a copy of all statements of charges for suspension or dismissal at the same time the statement of charges is mailed to the employee.

16.6 Master Plan

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

ARTICLE XVII

Student Discipline

17.1 Student Disciplinary Procedure

The Board's procedure on student disciplinary problems shall continue in force.

17.2 Student Discipline Committee

- A. The Board shall make every effort to provide system-wide training on classroom management and a positive school climate.
- B. There should be a transition orientation for every sixth and ninth grader to assist students in adjusting to new school environments.
- C. There should be immediate actions taken to reduce inappropriate special education referrals, particularly at the elementary school level.
- D. The Board shall make every effort to provide staff development for teachers involuntarily transferred to a different school level.

17.3 Classroom Discipline

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

ARTICLE XVIII

Unit Subdivisions

18.1 Home and Hospital Teachers

- A. Full-time Home and Hospital Teachers will continue to be paid on the same salary scale as other teachers in the system.
- B. The duty day for teachers and other teacher-level personnel working directly with children in the Home and Hospital Instruction School shall be the same as other teachers.
- C. Home teachers shall be allowed two (2) hours per week of scheduled time to prepare lessons.

- D. Hospital schools shall receive service by the interoffice mail system four (4) days per week.
- E. All Home and Hospital teachers (full time/field assigned) shall be issued a cellular telephone. The telephone shall be used for emergency situations.

18.2 Library Media Specialist

- A. The Board shall provide students with library resource services in every school staffed by a School Library Information Media Specialist.
- B. A position entitled School Library Information Media Specialist shall be instituted for librarians. There shall be a joint committee composed of school-based Library Media Specialists and personnel from the Office of Media and Technology to review job descriptions for School Library Information Media Specialists and develop a format for evaluation. The report of this committee shall be implemented upon completion and adoption by the Board.
- C. Any committee formed by the CEO or his designee to study and evaluate School Library Information Media Specialists in the school system shall have no less than three (3) School Library Information Media Specialist representatives on it.
- D. The Board shall make every effort to assign School Library Information Media Specialists to one (1) school location.
- E. Principals shall continue the present practice of using flexible scheduling in their school to include planning time and class scheduling. Librarians shall not be regularly assigned advisory classes or homeroom classes.
- F. The current Book, Audio/Visual Technology Review Committee shall continue for the duration of the Agreement.
- G. Library instructional classes shall not be interrupted for purposes of distributing or repairing audio/visual equipment.
- H. School Library Information Media Specialist shall be responsible for submission of reports commensurate with their responsibilities.
- I. Except in an emergency, no School Library Information Media Specialists shall be required to teach courses other than those in their area of responsibility or to substitute for absent teachers. Allegations of abuse or misuse of this provision shall be promptly addressed by the CEO or his/her designee.
- J. Materials and supplies purchased with media center funds shall be distributed to the School Library Media Center.
- K. The Baltimore City Public Schools' Central Cataloging Unit will catalog and process materials for the school libraries/media centers.
- L. The School Library Information Media Specialist shall be allotted two (2) consecutive days per school assignment per year solely for the purpose of the inventory of Library Media Center materials.
- M. Within a flexible scheduling model, specific grade/class assignments shall be the professional decision of the principal, in cooperation with the School Library Information Media Specialist, based on the individual program of the individual school.
- N. School Library Media Specialists shall be included on any Library and Media Services curriculum writing committees.

18.3 School Social Workers

- A. The Baltimore City Public Schools' Department of Human Resources 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 workers.
- 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.
- 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 drop out rate, teen pregnancy and preventing child abuse and/or neglect, teen killings and suicide and drug use as well as alternative educational settings.
- H. School Social Workers shall not be required to hold an MSDE certificate, during the term of this Agreement.
- I. 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.
- J. The Child Study Team grievance settlement of September 12, 2000 is hereby incorporated and made part of this Agreement.

18.4 Department Heads

- A. Department Heads shall not be required to act as the school disciplinarians.
- B. Department Heads shall be released from teaching assignments as follows:

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

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

18.5 Counselors

- A. Newly ordered file cabinets for Counselors will have locks. No Counselors shall be held accountable, unless through their own negligence, for the loss of school records unless there is a secure place for storage.
- B. Counselors, although generally working the same overall hours as teachers, shall be allowed to use flexible hours if it improves their service to pupils.
- C. The duty of maintaining school attendance records and of coordinating school transportation services shall not be assigned to Counselors.
- D. Counselors shall not be required, except in an emergency, to handle homeroom assignments, schedule or score large-scale tests, prepare school master schedules, complete entries and withdrawals and schedule conferences between classroom teachers and parents.
- E. Every effort will be made, in accordance with the BCPSS Master Plan adopted and updated by the Board, to provide school counselors with access to computers, telephones, private consultation space and clerical services.
- F. The Board will make every effort to reduce the case-load of Counselors. In furtherance of this objective, a committee shall be established consisting of three (3) members selected by the Union and three (3) members selected by the Board to review the current status of the effort.
- G. The Board and the Union will form a committee with three (3) members appointed by each to review the utilization and effectiveness of school counseling services and make recommendations to improve services to students. One additional task of the committee shall be to develop a counselor evaluation instrument.
- H. Substitutes shall be hired for counselors out for long-term illness.
- I. Counselors shall have access to clerical services.
- J. Formal observation of counselors shall only be done by the Office of guidance Services personnel, holding National Counselor Certification (NCC) credential and/or a Maryland Professional Counselor's License.

18.6 Educational Associates.

- A. Educational Associates positions will be evaluated to determine their proper responsibilities including whether the position shall be performed on a ten (10) or twelve (12) month basis. Those positions which are determined to be 10-month shall have their salary level adjusted in the amount of 10.5/12 as compensation for following administrative hours, when they work in an office.
- B. Employees determined as filling ten (10) month positions shall, if they work beyond ten (10) months, perform only special functions.
- C. Regularly scheduled work performed during July and August shall only be performed by twelve (12) month employees.
- D. Ten (10) month employees who work at their normal assignments during the summer shall be compensated at their regular daily rate.
- E. Ten (10) month employees wishing to work during the summer and for whom the Board cannot offer summer work, will have their names placed on a list maintained by the Board by office location. The Board shall offer in writing, to other City agencies, the opportunity to solicit the expertise and skill of these employees.
- F. By mutual agreement of the staff and supervisors flex time may be allowed at those work sites where it is feasible.
- G. Educational Associates who are required to work on weekends or holidays shall be paid an additional amount based on their daily rate of pay for all hours worked on these days with a guaranteed minimum of four (4) hours or the number of hours worked.
- H. When schools are closed due to inclement weather all Educational Associates shall be released as soon as their responsibilities have been met.

- I. The Union and the Board will develop a committee to look at the issue of reclassification of Education Associates.

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 ASLHA certification to provide this supervision. Principals will be apprised of the availability of this service and arrangements will be made through the appropriate AEO. 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 positions.
- G. The Board shall provide 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 may receive effective remedial instruction.
- 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 test protocols, and test forms in quantities appropriate to the number and diversity of students assigned to each 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.

18.8 Physical Education

- A. A committee to study elementary physical education programs, the development and utilization of instructional staff, materials and equipment used in the program, with the object of recommending to the CEO and the Board better ways to deliver services to students. The committee shall be made up of three (3) members designated by the Union and three (3) members by the Board. The committee shall begin on October 1, 1998 and end on July 1, 1999. Dates may be extended by mutual agreement.
- B. Transfers of Physical Education teachers shall be limited in frequency.
- C. Guidelines promulgated by the CEO for the scheduling of handicapped students in physical education classes shall be distributed to Physical Education teachers.
- D. There shall be an opportunity for Physical Education teachers to attend sessions to receive training on teaching physical education to exceptional children.
- E. Elementary Physical Education teachers shall be given input into the development of schedules in each school in which they are assigned.
- F. Appropriate adult supervision shall be provided in male and female locker rooms, and each school, in consultation with the School Improvement Team, is responsible for developing a support plan.
- G. Only qualified Physical Education substitutes shall be provided for Physical Education teachers on long-term illness.
- H. Every teacher who has coaching responsibilities shall be given traveling time for reporting to that assigned duty, provided such release time shall not interfere with the assigned teaching responsibilities of the teacher.

18.9 Athletics

- A. It is the responsibility of the Director of Athletics to make proper requests for assistance in crowd control at interscholastic athletic activities.
- B. Game administration and organization shall be the responsibility of the Director of Athletics.
- C. All Coaches shall meet the minimum requirements established by the CEO. Priority shall be given to employees of the Baltimore City Public Schools who meet the requirements.
- D. No Coach shall be disciplined, reduced in rank or compensation, suspended, or discharge without just cause.
- E. One representative appointed by the Union shall serve as a member of the Rules on Athletics Revision Committee.
- F. An absence of a Coach on a regular work day, excluding sick leave, shall not prevent said Coach from performing his duties as a Coach on that particular day.
- G. The Board will explore the possibility of paying Coaches and Directors of Athletics separate paychecks for coaching.
- H. The Board shall provide professional security for all athletic contests deemed necessary by the Board.

18.10 Business Education

- A. Business Education teacher skills shall be considered in determining their assignments.
- B. In senior high schools, the Board shall provide serviceable typewriters appropriate to the number of students scheduled in the typing class.
- C. All available business education equipment shall be distributed equitably according to need throughout the system.

18.11 Career and Technology Education

- A. The Board shall maintain compliance with applicable established safety requirements and will continue its efforts to assign students where there are adequate work stations.
- B. The Board shall maintain compliance with and adherence to the standards of the Maryland Occupational Safety and Health Act. Wherever possible, and where the expenditure of

additional monies is not required, the Board shall identify and eliminate obvious safety hazards which may exist in shop areas, such as those involving storage facilities for volatile fluids.

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

18.12 Special Education

- A. A special Teacher-Board Committee composed of six (6) members selected by the Union and six (6) members selected by the Board, shall be continued to advise the appropriate Director of Special Education on the following areas:
 - 1. Curriculum.
 - 2. Responsibilities and duties of teachers providing services for students receiving special education.
 - 3. Supervision of Special Education teachers.
 - 4. The need for a support system for teachers in special education.
 - 5. Appropriate assignment and use of Paraprofessionals.
 - 6. The special education classes in relation to the severity of disability and intensity of services.
 - 7. The issue of inclusion.
 - 8. A series of Special Education in-service work-shops shall be provided by the Board for the following classifications of employees:
 - Non-Special Education Teachers
 - Administrators
 - Educational Assistants

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

- B. The resource bank previously developed for use by Special Education teachers shall be continued. Such a bank will include testing materials needed to perform the appropriate Special Education assessments and services. These materials are to be located at an appropriate central office for use by teachers. Materials on loan to Special Education teachers are to be treated as any other BCPSS property.
- C. In-service programs in special education for teachers shall continue.
- D. The only forms required shall be those provided by the appropriate administrator in the Central Office.
- E. All forms shall be stored in an appropriate central location.
- F. Priority shall be given to the Special Education Department by the Data Center for updating SETS information.
- G. By October 31 of each year of this Agreement, a calendar of Special Education staff development activities shall be issued.
- H. Secondary Special Education Department Heads may be required to teach at least one class.
- I. Within the availability of current financial and staff resources, a support system for Elementary Special Education teachers will be continued.
- J. For every twenty (20) students listed on SETS Nature 11, a school site will be assigned a -1 position for I.E.P. Instructional Associates.
- K. The Board will provide training in the Special Education discipline for new teachers and teachers in need of assistance.
- L. Current curriculum guides, with Special Education components, will be distributed to Special Education teachers.
- M. For the development of I.E.P.'s, vocational education and objectives will be used by secondary Child Study Team process.

- N. Training in vocational career education will be available to secondary Special Education teachers.
- O. The Board will provide training for all staff on the new graduation requirements and their impact on Special Education students.
- P. The Board will provide training for new teachers on the Child Study Team Process.
- Q. The Board shall provide training to staff on the implementation of I.E.P. mandated transition services.
- R. Teachers assigned to programs for students with emotional disabilities shall have access to psychiatric consultation resource services for their students on a regular basis.

18.13 Master Teachers

- A. The joint committee on Master Teachers shall direct its efforts towards developing a model where the primary purpose of a Master Teacher is not to do administrative, supervisory duties, nor to perform formal observations and evaluations, nor to be assigned regular full-time classroom duties, but to provide support and staff development to teachers, demonstrate new and successful teaching techniques, strategies and skills and to provide direct instructional services to students.
- B. Master Teachers with full-time teaching duties shall not be expected to perform the full range of Master Teacher duties, as determined by the principal.

18.14 Psychologists

- A. Psychologists II shall provide supervision within the discipline and assist in the evaluation of each Psychologist. Supervision by Psychologists II will be on a voluntary basis.
- B. Psychologists shall be provided with private work space when testing and counseling children. In addition, office space will be provided with access to a telephone, desk, lockable file cabinet, access to sufficient computers with SETS/Citrix programs for all core CST members, and access to clerical service.
- C. Psychologists shall be provided with any policy or procedural changes made by the Board regarding their areas of concern such as suspension, attendance, etc.
- D. The Board shall provide sufficient supplies such as pens, pencils, test forms, legal pads, plain paper, etc. to perform assigned tasks.
- E. By mutual agreement of the staff and supervisors, flex time may be allowed for those work sites where it is feasible.
- F. The Baltimore City Public School System will provide for the storage of confidential information.
- G. The individual counseling caseload, as recorded by SETS, 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 CST meetings and associated responsibilities which include assessments as documented by monthly statistics.
- H. Provided BCPSS Psychologists agree to a productivity standard set by the Special Education and Student Support Services Officer, the school system shall not contract to outside contractors for summer employment until all currently employed School Psychologists have been offered the job.
- I. The BCPSS will explore a procedure for providing an appropriate amount of time for colleague case review and group consultation.
- J. The Child Study Team grievance settlement of September 12, 2000 is hereby incorporated and made part of this Agreement.

18.15 Unit I Area and Central Office Employees

- A. Twelve (12) month employees shall receive two (2) days per month as vacation days

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

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

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

18.16 Audiologists

A. The Board shall provide operational and working tympanometers and audiometers for each Audiologist.

B. The Board shall continue to provide an Audiological Assessment Center for Audiologists. Space for privacy shall be provided at the assessment center.

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

D. The Board shall make every effort to provide at the school site, a desk, chair, file cabinet, table and access to a telephone.

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

F. School site administrators shall provide access to loading ramps to facilitate the unloading and loading of audiological equipment.

18.17 Art

All Art Teachers

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

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

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

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

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

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

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

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

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

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

Elementary Art

- A. The number and length of periods per day shall be consistent with system-wide standards as determined by the Board.
- B. A committee shall be formed to study the elementary art education program, deployment and utilization of instructional staff materials and equipment used in the program, with the objective of recommending to the CEO and the Board better ways to deliver service to students. The committee will consist of three (3) members appointed by the Board and three (3) members appointed by the Union to discuss how Elementary Art Teachers are assigned.
- C. Each elementary art teacher shall be granted the same planning time as all other elementary teachers.

Secondary Art

- A. Every effort will be made to insure that Art teachers should not be required to teach more than three (3) different preparations.
- B. When special art exhibits are required by the principal which result in additional responsibilities for the Art teacher, coverage will be provided for the Art teacher's homeroom.

18.18 Music

All Music Teachers

- A. Music teachers should not be asked to perform any non-music related task that takes away from teaching assigned music classes. Music teachers shall be assigned to schools consistent with system-wide standards as determined by the Board.
- B. The number of schools a Music teacher services should be equitably distributed on a rotating basis.
- C. Transfers will be limited in frequency.
- D. Every effort will be made to insure that music teachers should not be required to teach more than three (3) different preparations.
- E. Every music teacher shall be provided with a tuned piano in a music room where available.
- F. In the event that Music teachers are required to provide practice during instructional time for various school related activities, including but not limited to school-related programs, system-wide programs and holiday programs, an adjustment to the teacher's teaching schedule will be made.
- G. The Board shall provide summer employment for teachers who are qualified to repair musical instruments. These teachers shall be compensated at the summer school rate and assigned and supervised by the Board's designated representative.
- H. Within available resources, the Board shall establish a procedure to expedite the repair of music equipment including but not limited to piano tuning.
- I. Where existing building facilities permit, the Board shall provide adequate storage space that can be secured for storing music equipment and supplies.

All Elementary Music Teachers

- A. The number and length of the class period shall be consistent with system-wide guidelines as determined by the Board.
- B. One complete set of Board adopted music textbooks per school shall be provided for the instruction of elementary music which shall include teachers' manuals, with accompanying charts and records.

Elementary Vocal Music

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

All Secondary Music Teachers

- A. One complete set of Board adopted music textbooks per school shall be provided for the instruction of secondary music which shall include teachers' manuals, with accompanying charts and records.
- B. In every senior high school where available, the Board shall provide access to a computer for the music department.

Secondary Instrumental Music

- A. Directors of secondary school bands, orchestras and choirs shall be compensated at \$1,000 per year for these performing groups.
- B. A joint committee shall be formed to evaluate and make recommendations to the CEO and Board on improving lighting and sound systems in secondary school auditoriums.

18.19 Occupational/Physical Therapists

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

18.20

- A. JROTC instructors are acknowledged as part of the unit.
- B. All JROTC instructors must be currently certified by one of the Armed Services that sponsors JROTC programs and provides cost sharing of personnel costs. When hired, all JROTC personnel shall be assigned pay that at least equals the Minimum Instructor Pay determined appropriate for that individual by the Military.
- C. The Board shall continue its current practice to compensate JROTC personnel for weekend work, summer camp and summer duties; and the rate(s) at which the Board compensates candidates for that work shall be uniform throughout the Public School System.

18.21 Consulting Teacher

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

18.22 Clinical Facilitators

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

18.23 National Board for Professional Teaching Standards Certification

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

ARTICLE XIX

Enterprise Schools

19.1 Enterprise Schools

Definition: Individual schools have been granted authority to make decisions concerning their administrative and educational operations. This authority is derived from the Board of School Commissioners and the CEO. These decisions are to be made in accordance with Labor Agreements.

19.2 School Improvement Teams

A.

1. School improvement planning is a continuous process which provides direction and parameters for school operations. More important, school improvement planning is a process that allows key stakeholders the opportunity to collaborate on the mission, philosophy, goals, and strategies for improved management, teaching, and learning at the school site.
2. To fully exercise the instructional and management decision-making authority inherent in the current school improvement process, each school must involve a school improvement team in the development and implementation of the school improvement plan. Each team must have core membership which shall include at least two teachers, one of which will be the Building Representative.
3. The School Improvement Team shall also include a minimum of one paraprofessional. Teachers who serve in the school improvement process shall be given an opportunity to interact and collaborate without fear of reprisals.
4. No teachers shall be transferred solely on the basis of their involvement in the School Improvement Team process.

B.

1. School Improvement Teams (SIT) shall choose from the approved system-wide menu those activities which they determine best meet the needs of both students and teachers at each school. Area Academic Officers (AAO's) shall ensure that the SIT teams are properly constituted and are functioning appropriately. Each SIT team's recommendation of Professional Development Activities must be reduced to writing and submitted simultaneously to both the principal and the AAO, by September 15. Included in the SIT team's report shall be its recommendation about when Professional Development activities would occur, guided by the instructional needs of the students. Options include: before the school day begins, after the school day ends, or on weekends. If the SIT team's recommendation on any of these matters is rejected or modified, the principal and the AAO shall jointly provide the reasons, in writing, to the SIT team.
2. At the end of each semester, each SIT team must provide a report to the principal and to the AAO /CAO stating when and how each Professional Development activity was implemented.

ARTICLE XX

Severability

20.1 Conformity to Law

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

20.2 Conflict with State, Federal Grant-in-Aid Funds

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

ARTICLE XXI

No Strikes

21.1 No Strikes

- A. An employee organization may not call or direct a strike.
- B. Any employee organization designated as an exclusive representative that violates any provision of this Article shall have its designation as exclusive representative revoked by the public school employer and the employee organization and any other employee organization that violates any provision of this section is ineligible to be designated as exclusive representative for a period of two (2) years after the violation.
- C. If an employee organization violates any provision of this section, the public school employer shall stop making payroll deductions for dues of the organization for one (1) year after the violation.

ARTICLE XXII

Personnel File

22.1 Personnel File

- A. There shall be only one (1) official file for each teacher maintained by the Board.
- B. A teacher, upon proper identification to the staff of the Department of Human Resources, shall be permitted to examine his file. The teacher shall indicate in writing, to be placed in the file, that he has examined the file.
- C. No material relative to a teacher's conduct, service, character or personality, will be placed in the file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and said answer shall be attached to the file copy.

- D. The employee shall be permitted convenience in reproducing, on the Board's premises, any material in his file.
- E. Administrators shall be encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such material received from outside, competent responsible sources shall also be included in the employee's file.

ARTICLE XXIII

Non-Discrimination

23.1 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, sexual orientation, union activity or political affiliation.

23.2 Personal Pronouns

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

ARTICLE XXIV

Labor-Management Committee

- A. The Board and the Union agree that cooperation between the parties benefits the students, staff and administration of the Baltimore City Public School System. To this end, the Board and the Union agree to establish a Labor Management Committee. The Board and Union agree to meet at least six (6) times per fiscal year, to discuss matters of mutual concern. Such meetings shall not be used by either party to present or discuss grievances in any form or fashion. Issues of mutual concern will be considered and recommendations may be made by the Committee to the Board and the Union. An agenda shall be agreed to by both parties at least one (1) week prior to each meeting.
- B. The Board representatives shall consist of the CEO or designee and such other full-time employees of the Baltimore City Public School System as they may from time to time invite not to exceed five(5) in number. The Union representatives shall consist of the President or designee and other full-time members of the bargaining unit covered by this Agreement, provided however that such representatives shall not exceed five (5) in number.
- C. The date, place and hour of meetings shall be mutually agreed upon by the parties. Every effort shall be made to relieve the employee representatives for such time as is necessary to attend meetings without loss of pay or leave time. The President of the Union shall forward to the Director of Labor Relations at least five (5) days in advance of each meeting the names of the employee representatives.

- D. The Labor-Management Committee shall oversee the work of joint committees established in this Agreement. Each joint committee shall submit minutes of its meetings and any recommendations from the joint committee to the Labor-Management Committee. The Labor-Management Committee shall forward such recommendations to the Board and the Union. The Labor-Management Committee may recommend to the Board and the Union the deletion or termination of any joint committee established by this Agreement.
- E. The Labor-Management Committee may form subcommittees to address issues of mutual concern. One of these committees shall address a system wide approach to the mentoring of new teachers.

Article XXV

Conclusion

This Agreement, entered into by the Board in the exercise of its authority under the provisions of Title 6, Section 6-408 of the Education Article of the Annotated Code of Maryland, as amended; the Charter of Baltimore City and other regulating statutes, provides terms and conditions for the joint relationship which will benefit the Board and the employees. This Agreement and each of its provisions shall be effective as of July 1, 2005, and shall continue in force and effect until June 30, 2007.

This Agreement is signed on this ____ day of _____ August, 2005, in Baltimore, Maryland.

Baltimore City Board of
School Commissioners
Negotiations Team:

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

Approved as to Form and Legal Sufficiency:

Approved and Noted by the Baltimore
City Board of School Commissioners

Chief Executive Officer:

Addendum III JROTC Compensation

- The BCPSS hiring rate for JROTC Instructors is a rate that uses a benchmark compensation level established by the cognizant branches of the U.S. Armed Services. The actual paid rate shall be within the Teachers' structure that is closest to but not less than the benchmark rate. The rate provided by the cognizant branch of the U.S. Armed Services shall apply only to those instructors representing a specific military branch.
- A change in rate will only occur when the military service adopts a higher benchmark compensation level or BCPSS negotiates into the labor agreement a higher rate of pay. The JROTC employee will receive the higher of the two rates.
- JROTC Instructors remain on the appropriate step of the teacher salary schedule and shall not receive step increments. In the event the MIP increase exceeds the negotiated salary increase, JROTC Instructors shall be placed on the step of the salary schedule that most closely reflects the MIP increase.
- Military credentials are not a substitute for academic certification requirements and therefore no credit is granted for advanced education attainment under the JROTC compensation plan.

ADDENDUM IV Representation Fee

1. Amount and Purpose of Representation Fee.

A. On or before August 20 of each contract year, the Union will determine the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under Maryland Code Annotated (Vol.1999, 2000 Supp.) Sections 6-401 et seq. of the Education Article. The fee may include all costs incurred by the Union: (1) in negotiation, administration and implementation of the terms of a Memorandum of Understanding or Labor Agreement, all modifications and amendments thereto, and all related proceedings before an Impasse Panel or arbitrator; (2) in processing grievances; (3) in the conduct of disciplinary proceedings

under Sections 6-201 and 6-202 of the Education Article and in the appeal thereof; (4) in the protection and improvement of civil service rights; (5) in the protection of rights available under local, state and federal anti-discrimination laws; and (6) in any and all other proceedings and matters for which the Union is deemed an exclusive bargaining representative.

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

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

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

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

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

(iv). Those costs associated with legislative activities (before City Council and the Maryland General Assembly), Conferences, and all other expenses, shall be allocated, as between chargeable and non-chargeable expenses, by purpose, and shall be chargeable to nonmembers to the extent permitted under Sec. 1.A above.

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

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

2. Notices to Employees.

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

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

- B. All procedures described in Article II, Section 2.15 of the Agreement and this Addendum;
- C. The amount of the representation fee and the manner in which it was determined, including financial disclosure of the major categories of Union expenditures which form the basis for the representation fee;
- D. The Board's procedure for automatic payroll deduction of the representation fee and the transmission of such fee to the Union; and
- E. The employee's option not to pay the fee, where, if documented, the employee sincerely holds religious beliefs opposed to joining or supporting a labor organization.

3. Pro Rata Portion in Certain Circumstances.

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

4. Collection of the Fee.

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

5. Exclusions.

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

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

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

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

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

6. Information and Disputes.

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

B. Any dispute between the Union and the Board as to the meaning or application of Article II, Section 2.15 of the Agreement or as to this Addendum V or as to the administration or the representation fee will constitute a grievance within the meaning of the grievance procedure in Article 4 of this Agreement, and will be processed accordingly. However, any dispute or protest by an employee who is required to pay a representation fee shall be handled between the protesting employee and the Union in a manner described in paragraph 7 of this Addendum.

7. Protest Procedure and Escrow Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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