

**Baltimore Teachers Union
Proposed Teacher Agreement
School Years 2021-2023**

August 2021

Subject to Ratification by the Membership, BTU's Negotiations Team Has Tentatively Agreed to a New Two Year Agreement. The Following Is a Summary of the Major Changes in Contract Language. While it Fairly States All New Terms, this Summary Is Not Intended to Be an Exact Statement of All the Terms Agreed.

(New language is in **BOLD** typeface. Deleted language is shown by ~~strikethrough~~.)

Two Year Term

Two-year agreement that covers school years 2021-2022 and 2022-2023. It will be in effect from July 1, 2021 to June 30, 2023.

Salaries Summary of Section 5.1

Year 1 – School Year 2021-2022 – 2.25% increase retroactive to July 1, 2021 to be paid within 20 business days after ratification by the Board.

Year 2 – School Year 2022-2023 – 2.25% increase on July 1, 2022 with salary adjustments implemented on July 1, 2022.

NEW Teachers shall receive \$35 per hour in school year 2021-2022 and \$36 per hour in school year 2022-2023 for required attendance during orientation week.

NEW Those who resign in good standing with at least 5 years of service and are rehired within 3 years will be placed on no lower than the Pathway and Interval they were on when they left BCPSS service. Those who were on Model Pathway when they resigned will be placed on the Professional Pathway at Interval 15.

NEW All new bargaining unit members will be placed on the proper step of the salary schedule according to their certification, experience, and education, as detailed in a new chart.

NEW Stipend Rate and Summer Pay - All work performed for stipends and summer pay shall be paid at the rate of \$50 per hour in fiscal year 2022 and at a "workshop" rate of \$40 per hour for attending Professional development which is not subject to a different rate as a part of an SBO or MOU. These rates shall be increased for FY23 by a cost-of-living adjustment (COLA) of 2.25%

Healthcare Section 5.3

- No changes for calendar year 2022.
- Subject to reopening (by the Board of School Commissioners) for calendar year 2023.

Other Changes

Section 2.13 Tenure and Loss of Tenure Notification NEW (renumber present 2.13 to 2.17 to 2.14 to 2.18)

The Board agrees that all teachers or other certificated employees in the unit represented by the Union shall be presented with either a Regular Contract or a Provisional Contract. Beginning October 1, 2021, any teacher or other certificated employee who earns or loses tenure shall receive a written or electronic communication from the Board notifying tenure has been granted or lost within twenty (20) school days of the end of the month during which tenure was earned or lost.

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

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

No substantive changes. Changes to dates in 5.2.A and 5.2.E only.

A. Joint Oversight Committees, last bullet point:

- By no later than **March 31, 2023**, recertify that: 1) the district has the administrative capacity to implement the BPPSLP, 2) the district has developed an infrastructure to implement the BPPSLP, and 3) standards related to implementation, systems of support, and professional context including teaching and learning conditions have been adopted by the Joint Oversight Committee. If

the Joint Oversight Committee does not so recertify, the BPPSLP shall terminate on **March 31, 2023**, and the contract shall be reopened for a cost of living increase on the then existing pay scale.

E. Evidence of Success

By no later than **March 31, 2023**, the Joint Oversight Committee must certify that a research base and body of evidence upon which the BPPSLP concept has improved professional practices, increased student learning, and increased career acceleration and opportunities as evidenced by increased interval and Pathway movement and lead teacher placement. If the Joint Oversight Committee does not so certify, the BPPSLP shall terminate on **March 31, 2023**, and the then existing pay scale shall be converted into a traditional salary scale based upon steps and lanes with no loss of salary or benefits.

Section 7.21 Individualized Lactation Plans (NEW)

In furtherance of Board Policy ACH and Administrative Regulation ACH-RA, a school-based administrator shall meet with a bargaining unit member who is lactating to establish an individualized lactation plan in connection with a Lactation Time Request submitted to the Office of Equal Opportunity and Title IX Compliance. The plan should, where possible, include access to a sanitary private locking space for the purpose of expressing breast milk and, when necessary, consideration of coverage during authorized lactation breaks.

Section 8.4 Supplies and Equipment (NEW Paragraph D.)

D. The Board shall provide to each member of the bargaining unit, if requested, a laptop computer that allows them to perform their job duties, and is capable of connecting to high-speed internet access, within fourteen (14) days of the request (absent supply issues beyond the Board's control). Bargaining unit members shall not be required to use their own personal computers to do their work.

If the Board fails to provide bargaining unit members with laptop computers, who have requested one, the Board shall not, solely and directly as a result of not providing bargaining unit members with a laptop computer, discipline them for failure to perform their work, they shall suffer no ill effect on their annual evaluation, and the Board shall not, except in case of an emergency, assign their work to co-workers who possess the necessary equipment.

Section 8.6 Access to Copy Machines and Copy Paper (Renumber present 8.6 to 8.7, etc.)

A. Each school shall be provided with a sufficient number of copy machines

and a sufficient amount of copy paper, toner cartridges, and staple cartridges to allow bargaining unit members to perform their job duties.

B. In the event that a copy machine breaks down or the school has no available toner, all bargaining unit members at that school shall receive a communication as soon as is reasonably possible notifying them that the copier machine is not functioning.

Section 9.2 Certification (NEW Paragraphs C, D, E, and F)

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

B. The Board shall accept documentation for the renewal of a certificate within one hundred (100) days of the date listed under "Period of Validity" on the certificate. If a teacher submits the necessary documentation for renewal of a certificate before the expiration of the certificate, the Board shall not offer the teacher a conditional certificate. The Board shall submit to the Maryland State Department of Education documentation received from teachers for renewal of a certificate within 90 days of the expiration of the certificate.

C. The Office of Human Capital shall respond in writing to bargaining unit members' certification inquiries within ten (10) weekdays. The Office of Human Capital will include in such response (if relevant to the inquiry and linked to a course evaluation) whether or not a particular course meets certification requirements.

D. In the event an application for certification or certification renewal is rejected, the specific reason for rejection will be provided to the bargaining unit member.

E. Upon being hired, the Board shall provide bargaining unit members who do not have initial professional certification with a list of Maryland approved programs as available options to fulfill the requirements for their professional certification.

F. Within ninety (90) days of the date of execution of the Agreement, the Board shall provide existing bargaining unit members who have never held professional certification and have not previously received a transcript analysis and a Maryland course evaluation with a Maryland course evaluation and a transcript analysis if the employee has provided all documents needed to do so.

Section 10.1 Voluntary Transfers (NEW language)

~~A roster shall be developed and maintained throughout the year of those teachers who~~

~~request transfers. his roster will be used to select teachers or 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 filing 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 Chief Human Capital Officer. 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 Chief Human Capital Officer shall send the Union a copy of the updated transfer list.~~

There shall be a voluntary transfer process each year. It shall contain a period (window of mutual consent) of at least sixty (60) days which shall not end prior to May 1 and during which principals and worksite managers with vacancies and transfer-eligible employees seeking a transfer can mutually agree to a transfer for the upcoming school year. The Board will communicate through various tools, including the BTU website, the dates of the window of mutual consent. All bargaining unit members who have received a rating other than the lowest possible rating on their most recent performance evaluation shall be eligible for a voluntary transfer. Qualifying employees interested in a voluntary transfer will use the electronic process identified by the Human Capital Office to indicate that they are interested in transferring. The Board will provide all principals and worksite managers access to an electronic list of all employees interested in transferring. Employees will have access to a list of all schools and worksites with vacant positions for the upcoming school year. Applications for voluntary transfers shall be accepted by the Human Capital Office for a period beginning with the opening of the window of mutual consent and extending for no less than 70% of the duration of the full window.

The Human Capital Office shall host at least one talent fair during the window of mutual consent to facilitate mutual consent between principals/worksite managers and transfer eligible employees.

No voluntary transfer shall be denied because the employee's current position is locked in the school or worksite budget. Employees are eligible for voluntary transfer whether they are in positions for which the Hiring Manager is a Principal (i.e., unlocked positions) or positions for which the Hiring Manager is a District Office staff member (i.e., locked positions, including Pre-K program staff, certain Special Education program staff, ESOL program staff, and related service providers).

No voluntary transfer shall be denied for reasons that are arbitrary, capricious, unreasonable or based on personal preference.

Subject to the provisions of Article VI, Section 6.3 (Reductions in Force), the Human Capital Office will identify a funded position for all surplus employees who

are not placed using the voluntary transfer process. Such placement is contingent upon the employee having at least a developing evaluation rating for the current school year.

Section 10.2 Involuntary Transfers (NEW final paragraph)

Bargaining unit members involuntarily transferred or placed in a surplus status shall be personally notified prior to notification to any bargaining unit member and any nonsupervisory staff whose roles do not permit knowledge of such transfer or surplus status.

Section 13.9 Right to Representation (NEW)

When a teacher is notified to appear for a meeting or an investigatory interview which may lead to discipline, including, but not limited to, reprimand, suspension, or dismissal, the teacher shall be advised of their right to representation prior to the beginning of any such meeting or interview and shall be given a reasonable time to arrange for representation.

Section 13.10 Negative Comments (NEW)

No bargaining unit member shall be subjected to negative, or disparaging comments from any administrator or supervisor in the presence of students, families, other nonsupervisory employees, or at public gatherings. This is not intended to prohibit school system officials from responding to the media or addressing school communities in a manner consistent with applicable law. Similarly, this is not intended to prohibit an administrator or supervisor from engaging in full and frank discussions with employees. All interactions by all participants shall adhere to normal standards of civility and mutual respect.

Section 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. **If the funeral or memorial service is not scheduled to occur within four (4) days after the date of death, the employee may bifurcate the four (4) days of leave to attend such subsequently scheduled funeral or memorial service.**

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 **or memorial service**. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

Section 15.23 Bifurcation of FMLA Bonding Leave (NEW)

The Board recognizes the importance of parental bonding time with newborn children or after placement of a child for adoption or foster care, and further recognizes that employees may wish to bifurcate their available FMLA leave between time immediately after birth/adoption/placement and a later period that better facilitates bonding in their particular situation. To this end, employees may apply to bifurcate their available FMLA bonding leave into two separate blocks of time, one immediately adjacent to birth/adoption/placement and a second ending no later than one (1) year after birth/adoption/placement. In the event of a material change in circumstances occurring within two (2) weeks after birth/adoption/placement, an employee who had been approved for bonding leave to be used in a single block of time may apply to interrupt that leave period due to such changed circumstances, return to duty for a period of time, and then resume the leave for the remainder of such approved leave ending no longer than one (1) year after birth/adoption/placement.

Section 18.1 Home and Hospital

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)~~ **two and a half (2½)** 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.

F. Home and Hospital Teachers shall receive the duty-free lunch period established in Section 7.4 of this Agreement.

G. Home and Hospital Teachers in a school setting shall be allotted the preparation time outlined in section 7.8 of this Agreement rather than the time

referenced in (C) above.

Section 18.2 Library Media Specialists

A. The Board shall provide students with library resource services in every school staffed by a certified School Library ~~Information~~-Media Specialist.

B. ~~A position entitled School Library Information Media Specialist shall be instituted for librarians.~~ There shall be a joint committee composed of school-based Library Media Specialists and personnel from the Office of Media and Technology to review job descriptions for School Library ~~Information~~ Media Specialists and develop a format for evaluation. The report of this committee shall be implemented upon completion and adoption by the Board.

C. Any committee formed by the CEO or his designee to study and evaluate School Library ~~Information~~ Media Specialists in the school system shall have no less than three (3) School Library ~~Information~~ Media Specialist representatives on it.

D. The Board shall make every effort to assign School Library ~~Information~~ Media Specialists to one (1) school location. **If assigned to two (2) or more school locations, the Board shall make every effort to assign School Library Media Specialists to schools in the same grade band so that they serve two (2) or more elementary schools, two (2) or more K-8 Schools, two (2) or more middle schools, or two (2) or more high schools “Middle Schools” are schools with grades 6 to 8. “High Schools” are schools with grades 9 to 12.**

E. Principals shall continue the present practice of using fixed scheduling in elementary schools, fix-flexible in pre-k-8 schools, and flexible scheduling in high school to include planning time and class scheduling. ~~Librarians~~ **Library Media Specialists** 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 **or other technological** equipment.

H. School Library ~~Information~~ Media Specialists 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 School Library ~~Information~~ Media Specialist shall be allotted two (2) consecutive days per **Library Media Center included in the Specialist's** assignment per year solely for the purpose of the inventory of Library Media Center materials.

L. Within a flexible scheduling model in conjunction with the schedule models fixed, fix-flexed, or flexible, specific grade/class assignments shall be the professional decision of the principal, in cooperation with the School Library ~~Information~~ Media Specialist, based on the individual program of the individual school.

M. School Library Media Specialists shall be included on any Library and Media Services curriculum writing committees.

N. School Library Media Specialists shall have a computer for book circulation, completion of reports, and to meet every day librarian duties.

Section 18.3 Social Workers

A. The Baltimore City Public Schools' Office of Human Capital shall review all professional announcements prior to their publications to determine whether a **licensed social worker** ~~background~~ is appropriate and necessary for the position.

B. The Board shall ~~continue to~~ provide appropriate supervision ~~and support to~~ by **Maryland Board of Social Work Examiners "LCSW-C Board Approved Supervisor"** and School Social Workers **will be observed** by a qualified **examiner who must be a School Social Work Supervisor and/or School Social Work Coordinator.**

C. School Social Workers shall be provided with confidential, ~~but not secure~~, dedicated work space **for each school to which they are assigned** when ~~testing and~~ counseling **and/or assessing** children, as well as access to a telephone, **printer**, desk, ~~and~~ lockable file cabinet, **and a computer** with special education programs.

D. School Social Workers shall be provided ~~by the Central Office~~ with **sufficient office supplies**, to perform their assigned tasks.

E. The Board shall seek the input of the training and expertise of the School Social Workers in the planning and implementation of **Board** programs designed to ameliorate some of the factors that impact upon the total school community such as **trauma, social emotional learning**, ~~non-attendance, school and the~~ dropout rate, teen pregnancy and preventing child abuse and/or neglect, teen killings, **substance abuse**, and suicide ~~and drug use~~ as well as alternative educational settings.

F. Baltimore City Public Schools shall provide 12 **fifteen (15)** hours per year of Category 1 approved continuing education units, **three (3) hours of which must be Ethics**, through the ~~Office of~~ Related Services Unit

G. **By mutual agreement of the School Social Workers and supervisors**, flex time may be allowed for emergency hospital placements and other crises that require after school work.

H. Related Service Provider supervisors/coordinators shall have input into use of and planning for five (5) of ten (10) systemic professional development days for clinicians.

I. **The Board and the Union shall form a committee with four (4) representatives appointed by the Board and four (4) representatives appointed by the Union to develop safety guidelines for Social Workers while conducting home visits.**

J. **School Social Workers shall focus on their clinical scope of practice. They shall not serve as IEP chairs.**

Section 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, **by written mutual agreement with their school-based supervisor**, if it improves their service to pupils **or in crisis response that results in after-hours work**. Counselors who are required to work beyond the duty day where their presence is required in a school or at a school function, **shall either be provided flex time or be paid a stipend at the teacher rate for all hours worked**.

C. The duty of maintaining school attendance records and of coordinating school transportation services shall not be assigned to Counselors.

D. Counselors shall not be required, except in an emergency, to handle homeroom assignments, schedule or score large-scale tests, prepare school master schedules, complete entries and withdrawals and schedule conferences between classroom teachers and parents. Cross reference Section 7.7.

E. Every effort will be made, in accordance with the BCPSS Master Plan adopted and updated by the Board, to provide school counselors with access to computers, telephones, private consultation space and clerical services.

F. The Board will make every effort to reduce the case-load of Counselors **to align with the American School Counselor Association guidelines**. 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 **absence**.

I. Counselors shall have access to clerical services.

J. A new evaluation instrument for Counselors shall be developed with input by a committee comprised of Board and Union representation and, if approved, for implementation, development, and piloting by no later than the beginning of the 2018-2019 School Year.

Section 18.7 Speech-Language Pathologists

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

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

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

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

E. Professional development sessions for Speech-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. team chairperson positions.

G. Speech-Language Pathologists shall be provided office space and access to a telephone, copy machine, copy paper, paper shredder, desk, lockable file cabinets of sufficient size for secure storage of records as required by IDEA. 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, dedicated, quiet location in order that students may receive effective therapy in accordance with their IEPs. **Every effort shall be made to provide a sufficient number of tables and chairs of appropriate size for students receiving Speech-Language Services.**

I. The opportunity to conduct assessments, FAPE services, ESY Treatment Services, special projects, home and hospital services, and infant and toddler services during school, after school, and summer will be offered first to Baltimore City Public Schools Pathologists before being offered to contractual personnel.

J. Speech-Language Pathologists shall be evaluated as Clinical Staff. Clinical skills will **only** be evaluated by a certified, **licensed** 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" SpeechLanguage Pathologist who shall be appointed by the Union.

K. The Board shall provide each Speech-Language Pathologist with copies of valid, current tests and test protocols in quantities appropriate to the number and diversity of students assigned to each Speech-Language Pathologist. These materials shall be for the exclusive use of the SpeechLanguage Pathologist.

L. Speech-Language Pathologists shall receive the clinicians' stipend.

M. Related Service Provider supervisors/coordinators shall have input into use of and planning for five (5) of ten (10) systemic professional development days for clinicians.

N. The Board shall reimburse Speech-Language Pathologists for the cost of SpeechLanguage Pathology Maryland Department of Health State Licensure in accordance with the provisions of Section 6-112.1 of the Education Article.

O. The Board shall provide ten (10) Maryland state approved Continuing Education Units (CEUs) per school year through the systemic professional development days for Speech-Language Pathologists.

Section 18.8 Physical Education

A. Physical Education committee to study elementary, **middle, and high** school physical education programs, the development and utilization of instructional staff, materials and equipment used in the program, with the object of recommending to the CEO and the Board better ways to deliver services to students. The Physical Education committee shall be made up of three (3) certified Physical Education members designated by the Union and three (3) members by the Board. The committee shall begin on November 1 , 2017 and end on July 1, 2018. Dates may be extended by mutual agreement. The committee shall reconvene every other year.

B. Transfers of Physical Education teachers shall be limited in frequency. The provisions in Article 7.7 shall apply to Physical Education teachers.

C. Guidelines promulgated by the CEO for the scheduling of ~~handicapped~~ students **with disabilities, in need of significant accommodations, and/or in alternative programs** in physical education classes shall be distributed to Physical Education teachers.

D. The Board shall provide professional development for Physical Education Teachers. There shall be an opportunity for Physical Education teachers to attend sessions to receive training on teaching physical education ~~to exceptional children.~~ **to children at all skill and developmental levels.**

E. Elementary, ~~and~~ middle, **and high** school Physical Education teachers shall be given input into the development of schedules in each school in which they are assigned.

F. Appropriate adult supervision shall be provided in male and female locker rooms, and each school, in consultation with the School Improvement Team, is responsible for developing a support plan.

G. Only qualified Physical Education substitutes shall be provided for Physical Education teachers on long-term illness.

H. Every teacher who has coaching responsibilities shall be given traveling time for reporting to that assigned duty, provided such release time shall not interfere with the assigned teaching responsibilities of the teacher.

I. The provisions of Section 6.1 shall apply to Physical Education teachers.

J. Within available resources, a procedure shall be established to expedite the repair of Physical Education equipment.

K. In the event that Physical Education teachers are required by the principal to use instructional time for various school related activities, including but not

limited to schoolwide related programs, field days, culminating events, and athletic exhibition games, coverage will be provided for the teacher's schedule.

Section 18.9 Athletics (NEW paragraph I.)

I. All directors of athletics serving in MPSSAA member schools under the purview of the Board's Interscholastic Athletic Programming who are also assigned as physical education teachers shall be granted one (1) forty-five (45) minute planning period per day for interscholastic athletic duties in addition to the number of planning periods granted to physical education teachers in their schools.

Section 18.11 Career and Technology Education

A. The Board shall maintain compliance with applicable established safety requirements and will continue its efforts to assign students where there are adequate work stations.

B. The Board shall maintain compliance with and adherence to the standards of the Maryland Occupational Safety and Health Act. The Board shall eliminate obvious safety hazards which are brought to its attention which may exist in shop areas, such as those involving storage facilities for volatile fluids.

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

D. In high schools, the Board shall provide appropriate technology for each student and teacher in the classroom. Teachers shall receive an inventory of all technology and equipment provided for their courses.

E. The Board shall maintain on its website a comprehensive list of guidelines for achieving trade and professional certification.

F. A special Career and Technology Education committee shall be established that is composed of three (3) members selected by the Union and three (3) members selected by the Board and shall meet quarterly with the Director of Career Readiness.

G. Every effort shall be made that Career and Technology Education teachers shall teach no more than three (3) different course titles per semester.

H. Career and Technology and Education teachers shall be provided with professional development to support establishing and maintaining partnerships for the Program Advisory Committees (PACs) of each pathway and to enhance student apprenticeships and career opportunities.

Section 18.12 Special Education (NEW paragraphs J, K, and L)

J. Every effort shall be made to distribute caseloads equitably at each school site at the beginning of each school year.

K. Every effort shall be made to not have Special Education teachers perform IEP Team Associate duties, such as scheduling and facilitating IEP meetings, completing prior written notice, or other IEP Team Associate responsibilities outside of entering the Evaluation Report and Determination of Initial Eligibility; Present Level of Academic Achievement and Functional Performance; instructional and assessment accommodations; supplementary aids, services, program modifications, and supports; goals and objectives, and services.

L. Upon notification to and approval from the Special Education Office, Special Education teachers who fulfill the majority of IEP Team Associate functions (such as scheduling and facilitating IEP meetings, completing prior written notice, etc.) on a regular and consistent basis at their school in addition to their special education caseload shall be paid on the IEP Team Associate pay scale.

Section 18.14 Psychologists

A. School Psychologists shall be provided with, confidential work space when **assessing** and ~~counseling~~ **providing psychological services** to children, as well as access to a telephone, desk, lockable file cabinet, a computer with special education programs, and access to ~~clerical services~~, sufficient supplies such as legal pads, pens, and pencils, staplers, tape, paperclips, envelopes, file folders, **assessment tools and materials, including tests, kits, test protocols, rating scales, and test administration manuals**, etc. to perform assigned tasks.

B. School Psychologists shall be provided, in a timely manner, with any policy or procedural changes made by the Board regarding their areas of concern such as suspension, attendance, etc.

C. By mutual agreement of the school psychologist and supervisors, flex time may be allowed for those work sites where it is feasible,

D. The Baltimore City Public School System will provide for the storage **with working locks** of confidential information.

E. The individual psychological services caseload, as recorded by Maryland Online, **and the 504 caseload**, will be used to help in the determination of the number of school assignments, for individual school psychologists, with consideration being given for the additional time spent in preparing for and conducting of IEP Team meetings and

associated responsibilities which include assessments as documented by monthly statistics. Monthly statistics shall be based on the best practice guidelines of the National Association of School Psychologists.

F. Provided BCPSS School Psychologists agree to a productivity standard set by the **Executive Director of Special Education and Student Support Services Officer**, the school system shall not contract to outside contractors for summer employment until all currently employed School Psychologists have been offered the job.

G. Professional learning communities for School Psychologists, including **peer consultation**, group consultation, as well as assessment case support shall take place on a regular basis.

H. ~~Related Service Provider~~ **School Psychologist** supervisor/coordinators shall have input into use of and planning for five (5) of ten (10) systemic professional development days for clinicians.

I. School Psychologists who are responsible for conducting psychological evaluations shall have access, on Board computers or laptops, to assessment scoring software.

J. The Board shall provide at least ten (10) Maryland state approved Continuing Education Units (CEUs) per school year through the systemic professional development days for School Psychologists.

Section 18.16 Audiologists

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

B. The Board shall continue to provide Audiological Assessment Centers. which will include diagnostic audiological equipment. Centers will provide area for private work space when testing and ~~counseling~~ **servicing** children, running water, a computer with access to special education programs, basic office supplies, and access to a phone, copier and scanner.

C. The Board shall provide Audiologists with all of the necessary office and paper supplies as needed to perform their duties, **and shall make every effort to provide each audiologist with office space with access to a phone.**

D. The Board shall make every effort to provide at each of the audiologist's school sites a computer with access to special education programs, and access to a copier/scanner/printer. Basic office supplies will be provided by the Board central office.

E. The Board shall provide for Audiologists all necessary supplies in order to effectively disinfect audiological equipment. Soap, towels, rubber gloves, alcohol and any approved cleaning agents **for the sanitation of audiological equipment**, shall be made available to Audiologists.

F. School site administrators shall provide access to loading ramps to facilitate the unloading and loading of audiological equipment. The Board shall provide a quiet workspace **for delivering services in accordance with students' IEPs and 504 plans, and** for testing to be completed in schools as needed.

G. Professional development sessions for Audiologists shall be held during school hours. Two (2) of the ten (10) sessions shall consist of discipline specific presentations on professional topics, policies, and procedures and allow for the exchange of information between and among audiologists.

H. Related Service Provider supervisor/coordinators shall have input into use of and planning for five (5) of the ten (10) systemic professional development days for clinicians.

I. Audiologists shall receive the clinicians' stipend.

J. Audiologists shall have access to copies of all necessary assessments and assessment protocols in quantities appropriate to the number and diversity of students assigned to each Audiologist.

K. When hiring new audiologists, the Board may include at least one (1) bargaining unit licensed audiologist during the interview process.

L. The Board shall provide at least ten (10) Maryland state approved Continuing Education Units (CEUs) per school year through the systemic professional development days for Audiologists.

Section 18.17 Art

All Art Teachers

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

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

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

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

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

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

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

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

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

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

K. Cross-reference Section 7. 7.

L. Art teachers assigned to more than one school shall have one school designated for paycheck delivery purposes.

M. Certificated Art Teachers shall not be supplanted by contractors.

N. There shall be adequate work space for the number of students in each art class.

Elementary Art

A. The number and length of periods per day shall be consistent with system-wide standards as determined by the Board.

B. Each elementary art teacher shall be granted the same planning time as all other elementary teachers.

C. When special art exhibits are required by the principal which result in additional responsibilities for the Art teacher, **such as art displays, banners for assemblies, public bulletin boards, and art installations in school buildings**, coverage will be provided for the Art teacher's homeroom if applicable.

Secondary Art

A. Every effort will be made to ~~insure~~ **ensure** 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, **such as art displays, banners for assemblies, ~~public bulletin boards,~~ and art installations in school buildings,** coverage will be provided for the Art teacher's homeroom.

Section 18.18 Music

All Music Teachers

A. Music teachers should not be asked to perform any non-music related task that takes away from teaching assigned music classes. Music teachers shall be assigned to schools consistent with system-wide standards as determined by the Board. Cross-reference Section 7. 7.

B. The number of schools a Music teacher services should be equitable distributed on a rotating basis. **If assigned to two (2) or more school locations, the Board shall make every effort to assign Music Teachers to schools in the same grade band so that they serve two (2) or more elementary schools, two (2) or more K-8 schools, two (2) or more middle schools, or two (2) or more high schools.**

C. Transfers will be limited in frequency.

D. Every effort will be made to ~~insure~~ **ensure** that music teachers should not be required to teach more than three (3) different preparations.

E. Every music teacher shall ~~be provided with~~ **have access to a tuned piano in playing condition and tuned annually, or a well-functioning keyboard at each school site.**

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, systemwide programs and holiday programs, coverage will be provided for the teacher's schedule.

G. The Board shall provide summer employment for teachers who are qualified to repair musical instruments. These teachers shall be compensated at the summer school rate and assigned and supervised by the Board's designated representative.

H. Within available resources, the Board shall establish a procedure to expedite the repair of music equipment including but not limited to piano tuning, band/orchestra/general music classroom instruments/guitars, keyboards, etc.

Instruments and equipment shall be maintained in a manner consistent with other content areas (i.e. science lab equipment).

I. Where existing building facilities permit, the Board shall provide adequate storage space that can be secured for storing music equipment and supplies.

J. Directors of performing ensembles shall be compensated at \$1,000 per year for these performing groups.

K. Every effort shall be made to assign K-8 Music teachers no more than two (2) consecutive grade levels in one (1) instructional period.

L. Every effort shall be made that no Music class should exceed the largest core content class size in that school.

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.

Section 18.19 Occupational-Physical Therapists

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

B. The supervision of student clinicians and CFY candidates shall be solely voluntary.

C. Professional development sessions for Occupational/Physical Therapists shall be held during school hours. These sessions shall consist of discipline specific presentations on professional topics, policies and procedures and all for the exchange of information between and among Occupational/Physical Therapists.

D. Occupational/Physical Therapists shall be provided access to a telephone, copy machine, desk, lockable file cabinets for secure storage of records as required by IDEA. Occupational/Physical Therapists shall be provided with access to computers, peripherals, and appropriate software to be used in assessment therapy and administrative processes. **Occupational/Physical Therapists shall be provided with office space and every effort shall be made for that office space to be consistent.**

E. The program environment of the Occupational/Physical Therapist shall be a **consistent**, private, **and** quiet location in order that pupils may receive effective therapy in accordance with their IEPs.

F. The opportunity to conduct assessments during school, after school, and summer will be offered first to Baltimore City Public Schools Occupational/Physical Therapists before being offered to contractual personnel.

G. Occupational/Physical Therapists shall be evaluated as Clinical Staff. Should the Board organize a committee to review, amend or revise the evaluation instrument or evaluation procedure for Occupational/Physical Therapists, **at least** one member of the committee shall be a "teacher level" ~~Occupational/Physical Therapist~~ **Occupational Therapist, and at least one member of the committee shall be a "teacher level" Physical Therapist, both of whom** ~~who~~ shall be appointed by the Union.

H. The Board shall provide each Occupational/Physical Therapist with copies of valid, current tests protocols, and test forms protocols in quantities appropriate to the number and diversity of students assigned to each Occupational/Physical Therapist. These materials shall be for the exclusive use of the Occupational/Physical Therapist.

I. Occupational/Physical Therapists shall receive the clinicians' stipend set forth in the

Addendums.

J. Related Service Provider supervisors/coordinators shall have input into use of and planning for five (5) of ten (10) systemic professional development days for clinicians.

K. The Board shall consider guidelines provided by the American Occupational Therapy Association and the American Physical Therapy Association when determining caseload and workload responsibilities.

L. Personal Protective Equipment, such as rubber gloves shall be provided to all Occupational/Physical Therapists who work in close physical contact with students.

Section 18.23 IEP Team Associates

A. Schools **and the Office of Special Education** shall consider specialized programs (i.e., PAL, Life Skills, Pride. Early Learning Programs, **Head Start, and Child Find**) in determining the appropriate caseload for each IEP Team Associate in accordance with Fair Student Funding Guidance.

B. IEP Team Associates will be provided with access to a computer shredder, copier/printer fax machine and private telephone line. Additionally, the IEP Team Associate will be provided with a private separate room with a conference table, chairs, laptop, telephone and printer for holding IEP meetings.

C. IEP Team Associates will be provided with sufficient supplies. IEP Team Associates shall be supplied with working filing cabinets that can be locked at the end of the school year.

D. IEP Team Associate will have time built into the collaborative planning guidance to meet with the Special Educators and/or Related Service Providers to discuss important changes, and expectations concerning IEP process.

E. IEP Team Associates shall be given an annual survey by June 1 of each school year to provide input on the following year's professional development to the Office of Special Education. The results of the survey shall be shared with IEP Team Associates by the first day of systemic professional development. The Office of Specialized ~~Services~~ Education will ~~provide~~ **consider this input when providing** IEP Team Associates with a calendar of topics to be discussed at systemic professional development.

F. The Office of Specialized ~~Services~~ Education will provide training in the IEP process/discipline for new IEP Team Associates or IEP Team Associates in need of supports.

Section 18.24 English for Speakers of Other Languages (NEW Section)

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 established to advise the appropriate Director quarterly on the following topics:

- 1. Curriculum and instructional support for Newcomer Instruction, Integrated Instruction, Sheltered Content Instruction, English for Speakers of Other Languages Class, and Dual Language or Two-Way Immersion programs.**
- 2. Responsibilities and duties of teachers providing services for students receiving English for Speakers of Other Languages services, including documentation requirements.**
- 3. Supervision and evaluation of English for Speakers of Other Languages teachers.**
- 4. The availability of appropriate materials and supplies for English for Speakers of Other Languages teachers.**
- 5. Appropriate assignment and use of Paraprofessionals.**
- 6. The intersections of English for Speakers of Other Languages, Special Education, and Gifted and Advanced Learning education.**
- 7. The issue of inclusion and co-teaching.**
- 8. In-service workshops that will be provided by the Board for Non-English for Speakers of Other Languages Teachers.**

B. The Board recognizes that the primary responsibility of English for Speakers of Other Languages teachers is teaching English Learners. Subject to Section 7.7, every effort shall be made to not have English for Speakers of Other Languages teachers serve as substitutes teachers for other contents.

C. In schools where English for Speakers of Other Languages services are provided, every effort will be made to facilitate collaborative planning between general education teachers and English for Speakers of Other Languages teachers.

Section XVIII-A Opportunity Culture (NEW)

Bargaining unit members assigned to the following positions shall have their base salary increased by the following amounts for each school year that they are so assigned:

Multi-Classroom Leader III	\$16,500
Multi-Classroom Leader II	\$13,500
Multi-Classroom Leader I	\$10,000
Master Team Reach Teacher (on MCL Team)	\$ 7,500
Team Reach Teacher (on MCL Team)	\$5,000

This increase in pay will be to the base salary of the employee and shall be reported to the Maryland State Retirement System as the regular annual earnings of the employee.

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, 2021, and shall continue in force and effect until **June 30, 2023, except that Sections 5.3 and 18.22 shall be subject to negotiations at the request of either party for the second year of this Agreement.**

Agreement in effect from July 1, 2021 to June 30, 2023.