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**NEGOTIATED AGREEMENT
BETWEEN THE
BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY
AND THE
PUBLIC SCHOOL ADMINISTRATORS
AND SUPERVISORS ASSOCIATION (PSASA)**

PREAMBLE

This Memorandum of Understanding (hereinafter "Agreement") is entered into effective on the 1st day of July, 2016 between the Baltimore City Board of School Commissioners, (hereinafter "Board" or "Employer") and the Public School Administrators and Supervisors Association (hereinafter "PSASA").

**ARTICLE 1
Recognition and Coverage**

- A. The Board recognizes PSASA as the exclusive representative of all administrative and supervisory personnel of the Baltimore City Public School System, such as:

Principals / Directors	Educational Specialist I
Director II	Educational Specialist II
Director I	Coordinators
Area Lead Coach	Assistant Principals/Deans
Principal Interns	Unit II Supervisors
Academic Content Liaison	Special Education Liaison
Student Support Liaison	Principal Resident
School Lead Coach	Supervisors-Clinical Services

Before any new positions are created by the Board, the Board will provide PSASA with at least 15 days prior notice, and a job description will be published.

- B. Any subsequent reclassification or change in title in the positions shall not result in the exclusion of such positions from Unit II as long as the functions remain substantially the same.
- C. Employees appropriately designated by the Chief Executive Officer or designee, as being in confidential positions shall not be included in Unit II and shall not be covered by the provisions of this Agreement. Furthermore, PSASA will not be required to represent these employees in any way.
- D. PSASA Leave

1. Any employees elected as officers of PSASA or who are given an appointment to its staff, shall upon proper application be given a leave of absence without pay to devote full time to PSASA duties. The Board agrees to bill PSASA quarterly for comparable salary and other personnel costs. Upon resumption of normal duties, they shall be placed in an assignment comparable to that which they left. Such action shall not be granted to more than two (2) persons in any one year. The Board shall recommend to the Teachers' Retirement Board that time spent on leave be granted as service credit and that the employees be allowed to make regular monthly contributions.
2. In the event that PSASA does not elect to have Paragraph D1 of this Article implemented, it shall have the right to request Area Representative Leave. Upon advance notice and approval by the appropriate administrator PSASA representatives shall be allowed a total of not more than three (3) days per month with pay in order to conduct Unit II business.

E. Dues Checkoff/Representation Fee

The Board and PSASA agree that PSASA's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this MOU. Therefore, each person employed in the bargaining unit shall either become a member of PSASA and pay dues required of members, or agree to pay the service fee set by PSASA. This section describes the process used to accomplish these goals.

1. Promptly after approval of their hiring for a position in the bargaining unit, PSASA will be notified of the following information for each such person – name, employee identification number, home address, work e-mail address, date of birth, date of hire by BCPS, date of hire in a Unit II position, pathway interval, job title, addresses, and building assignment. Each month of the School Year, the Board shall provide the Union with a list of all changes such as resignations, promotions, transfers, and new appointments. The list will provide the Union with any changes between dues-payer and agency-fee status. PSASA will present a notice to such person. The employee will have 14 calendar days to decide whether to become a PSASA member or pay the service fee.
2. The Board agrees to deduct PSASA dues and service fees from the pay of any employee in Unit II who authorizes such deduction in writing. Such authorization shall be continued from year to year unless revoked in writing between May 1st and June 30th. Dues or service fees will be deducted from each paycheck. The Board agrees to remit said dues and service fees to PSASA biweekly. The Board shall supply PSASA with a monthly computer payroll printout showing those employees from whom dues and

service fees have been deducted. Changes in the list shall be supplied biweekly.

Effective September 2005, Unit II members shall transition from a 10 month to a 12 month payroll deduction for dues and service fees.

3. PSASA will determine the amount of the service fee in accordance with applicable law. Presently, the law permits PSASA to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. Upon the Board's request, PSASA will provide the Board with information explaining which fees or expenses PSASA has determined to be chargeable to service fee payers.
4. A person who fails or refuses to become a PSASA member, approve deduction of a service fee, or directly pay a service fee ("the Non-Payer") will be discharged in accordance with the process contained in this subsection.
 - a. PSASA will notify the Board of the name(s) of any Non-Payer. The Board will, within 7 days, provide such person a notice that they must comply with this section or be discharged and what action(s) are required to come into compliance. Such notice will require the Non-Payer to comply within 7 days after service of the notice.
 - b. PSASA will notify the Board if the Non-Payer continues to fail or refuse to comply. The Board will discharge the Non-Payer within 7 days thereafter.
 - c. This section may be enforced via the grievance procedure or, at PSASA's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.
 - d. This subsection shall not apply during the pendency of any Objection that any Non-Payer may have initiated under PSASA's Process for Resolution of Objections; it may be invoked 14 days after the conclusion or termination of the process for resolution of an Objection.
5. PSASA 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 any reason of any action taken by the Board for the purpose of complying with any provisions of this section, and PSASA assumes full responsibility for the disposition of funds

deducted under this section as soon as they have been remitted by the BCPSS to PSASA.

F. Inter-Office Mail

PSASA shall be permitted to use Inter-office mail for distribution of materials and announcements relating to Unit II business.

G. Recognition during Board Meetings

The Board recognizes the importance of the viewpoint of employees in education decisions. Upon request of the President of PSASA, the CEO may authorize a representative of PSASA to attend a Board meeting held during duty hours to offer comments when there is an item on the agenda which affects salaries, hours and/or working conditions of employees. The PSASA President or his designated representative may present a proposal of the Board by requesting that the CEO include the Unit II representative's presentation on the agenda of a Board meeting in accordance with established policy.

H. Board Communications

The Board shall supply PSASA with a copy of public Board Minutes, all circulars, press releases, all Chief Executive Officer'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 PSASA.

I. Transaction of Official Business

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

J. Membership Information

1. Employee List

No later than September 15th of any school year, the Board shall provide PSASA with a list of all employees which shall include their names, building assignments, payroll location, and salary information. Upon request, the Board shall provide PSASA with a list of all changes.

2. Seniority List

A list specifying the system-wide seniority and Unit II seniority of each member of Unit II shall be prepared and forwarded to PSASA within thirty (30) days following the last day of the school year. Where reorganization is done in midyear, a system-wide seniority listing of each Unit II member will be provided.

ARTICLE 2 Definitions

- A. Board — The term "Board" shall mean the -Baltimore City Board of School Commissioners, or its designated representatives.
- B. Career Pathways — The term "Career Pathways" shall mean the Standard, Professional, Transformational and Distinguished Pathways. Each Career Pathway has a number of Intervals.
- C. Chief Executive Officer — The term "CEO" shall mean the Chief Executive Officer, and Secretary of the Board of School Commissioners.
- D. Employee — The term "Employee" shall mean an employee of the Baltimore City Public School System who is a member of Unit II and is represented by PSASA.
- E. Interval — The term "Interval" shall be used to describe movement on the pay scale within a Career Pathway.
- F. Leadership Units — The term "Leadership Units" or "LUs" describe the knowledge and skills that are necessary for a Unit II member to move up on the pay scale.
- G. PSASA — The term "PSASA" shall mean the Public School Administrators and Supervisors Association, the exclusive representative of all employees in Unit II.
- H. School — The term "School" shall mean any work location or functional division or group.
- I. Second Endorsement — The term "Second Endorsement" shall mean an additional certification in a subject area other than the one for which the employee is presently assigned.
- J. Seniority — The term "Seniority" means the length of continuous service as calculated from the date of appointment as a full-time employee in 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 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.

- K. Unit II — The term "Unit II" shall mean the bargaining unit of which PSASA is the exclusive bargaining representative, unless otherwise indicated.
- L. Work Site Administrator —The term "Work Site Administrator" shall mean the Administrator or Principal of any work location or functional division or group who has direct responsibility for supervising any other employees.

ARTICLE 3

Fair Practices

PSASA agrees that it will continue to admit persons to membership without discrimination on the basis of race, disability, creed, color, national origin, sex, sexual orientation, marital status, or age, and Unit II will continue to fairly represent all employees without regard to membership or participation in, or association with, the activities of any employee organization.

The Board and its representatives agree not to discriminate against any employee on the basis of race, disability, creed, color, national origin, sex, sexual orientation, marital status, age or membership or participation in, or association with, the activities of any employee organization.

The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty, unless such requirement is established by law.

ARTICLE 4

Programs and Policies that Affect the Education and Management of Students

The Board, CEO, and PSASA each recognize the important benefits to be derived from cooperation and participation of B.C.P.S.S managers within Unit II in matters relating to the education and management of students.

In furtherance of this beneficial objective, the parties to this Agreement each recognize their joint responsibilities for the welfare of the Students in the Baltimore City Public School System and to that end, each agrees to cooperate with the other on matters directly related to the welfare of students.

Upon appointment by the CEO of any committee for the purpose of reviewing matters relating directly to the education and management of students, the CEO shall duly notify PSASA and, upon request of PSASA, shall include a representative selected by PSASA.

ARTICLE 5

Compensation and Related Matters

A. Salary Plan for Employees Covered by this Agreement

All remuneration due to or elected by an employee shall be based upon the first day of the pay period following the anniversary or promotion date.

The salary plan for employees is set forth below and will have payments in accordance with the normal payroll procedures so long as they are consistent with the Agreement.

A.1. Each payroll period consists of ten (10) days within a fourteen (14) calendar day period. Any additions to or deductions from an employee's salary shall be calculated on the basis of one (1) day's pay representing one-tenth (1/10) of the salary earned during the payroll period. This shall have no effect on operational days.

A.2. Longevity

Longevity increments shall be awarded to eligible employees on their anniversary dates in Unit II. Eligibility for longevity adjustments for PSASA (Unit II) members shall be as follows:

At least twenty-five (25) years of active service with the school system and ten (10) years of active service in Unit II. Annual Longevity Adjustment to be \$1,400.00.

At least thirty (30) years of active service with the school system and fifteen (15) years of active service in Unit II. Annual Longevity Adjustment to be additional \$1,400.00.

A.3. At the time of termination or retirement on or after July 1, 1992, a sum equal to six (6) percent of the employees' annual rate of compensation as of July 1, 1991 shall be paid to employees in addition to other leave payments due at termination or retirement.

B. Movement Within Pathways

- When Unit II members accumulate 12 LUs they move one interval along a Career Pathway.
- LUs may be earned in a number of ways, including:
 - Professional Activities in the following categories;
 - Effectiveness in building professional learning communities;
 - Success raising student achievement;
 - Engagement in professional learning/development;

- Contributions to colleagues;
 - Overall contributions to the school and district; and,
 - Other approved LUs;
- LUs banked from previous years will be added to new LUs earned for movement within pathways.
- Any course or program approved for a LU shall be paid for by BCPS and shall not count against the annual PSASA tuition reimbursement fund.
- Effective for evaluations for the 2017-2018 school year and subsequent years, LUs are eliminated for principals. Commencing with the 2017-2018 school year, principals will move one interval for either an Effective or a Highly Effective evaluation. For example, principals who receive an Effective or Highly Effective evaluation for the 2017-2018 school year will move one interval as of July 1, 2018.
- Effective for evaluations for the 2017-2018 school year and subsequent years, principals who receive a Highly Effective evaluation will receive a stipend of \$1500 per year.
- Beginning July 1, 2018, in lieu of LUs, principals will earn a stipend in an amount recommended by the Joint Governing Panel and approved by the Joint Oversight Committee for activities listed in the second bullet of this Section B.
- Beginning July 1, 2018, Principals may cash out – at the rate of \$500 per LU - any non-evaluation LUs which they have earned but which have not previously been used for any salary advancement purpose.

C. Movement Between Pathways

An employee may move from Standard Pathway to Professional Pathway by either transitioning through the highest interval within the Standard Pathway, or approval by the Professional Review Committee.

For an employee to move beyond the Professional Pathway to Transformational or Distinguished he or she must obtain approval by the Professional Review Committee.

Placement in the Transformational and Distinguished Pathways-criteria has been set for principals to move into the transformational pathway; criteria will be set for principals to move into the distinguished pathway by January 31, 2015; and criteria will be set for central office administrators to move into the distinguished pathway by December 1, 2014.

Principals –

Transformational

1st cohort – designated in Spring 2014, to be effective as of July 1, 2014.

2nd cohort – designated in Fall 2014, to be effective as of July 1, 2014.

Distinguished

1st cohort – designated in Spring, 2015, to be effective as of July 1, 2015.

Central Office –

Distinguished – designated by January 15, 2015, to be effective as of July 1, 2014.

Subsequent cohorts - The standard review processes for accessing advanced pathways will be held annually in the Fall and salary increases will be retroactive to July 1 of that calendar year.

Transformational and Distinguished status shall be reviewed every three years. No person who has been assigned as a Transformational and Distinguished shall suffer any reduction in pay if that person is involuntarily re-assigned to the Professional Pathway without just cause.

Review process to be determined by the Joint Governing Panel.

Responsibilities

Participate in the process to develop norm standards for all committee review members.

Criteria for the Distinguished Pathway for principals will be established by April 1, 2019, and the first cohort will be named by June 30, 2019, retroactive to July 1, 2018.

D. Career Advancement

There shall be no limit on the number of Unit II members placed in the Standard, Professional, Transformational, and Distinguished Pathways.

E. Salary Schedule Transition —

2013-2016

- New Hires
 - Placement should reflect education, experience, and needs of the Board, within standard or professional pathways.
- Current Employees
 - For initial placement, all administrators will be placed on the standard or professional pathways, at intervals according to their current salaries.
- There shall be a 2% Stipend for FY 2013-2014 paid after the ratification of this Agreement.

- There shall be a 2% COLA for FY 2014-2015.
- There shall be a 1% COLA for FY 2015-2016.
- There shall be a 1% stipend for FY2016-2017.
- There shall be a 1% COLA for FY2017-2018.
- There shall be a 1.5% COLA effective January 1, 2019. Also effective as of January 1, 2019, Intervals 1-4 of the Standard Pathway for principals will be eliminated; principals on Intervals 1-4 of such Pathway at that time will move to Interval 5, and principals on Intervals 5-9 of such Pathway at that time will move up one Interval.

F. Benefits for Unit II members at the top of the Scale

Payments based on accumulation of 24 LUs shall be provided in the amount of 1% of current salary. Since LUs have been eliminated for principals beginning with the 2017-2018 school year, principals at the top of the scale will earn this increase upon receipt of two Effective or Highly Effective evaluations (or for 12 LUs and one such evaluation).

Unit II members will receive a 1% increase in salary upon earning recertification.

G. Work at Turnaround Schools.

- Salary differential of \$10,000 per year for principals and \$5,000 per year for Assistant Principals. Alternatively, employees working under the DOE School Improvement Grant (“SIG”) or similar program will receive the differential or bonus under such grant or program, if such differential or bonus is higher.
 - Vacation buy-out option of up to 10 days per year.

Initially “Turnaround Schools” are defined as schools approved by the Board for internal or external turnaround through the Expanding Great Options process. This definition will be reviewed annually and may be changed by the CEO. Any such change will be effective at the beginning of the next school year (the July 1st following PSASA’s receipt of notice of the change).

ARTICLE 6
Health and Welfare Benefits

- A. Upon appointment by the CEO of any committee for the purposes of studying health care benefits and cost, the CEO shall notify PSASA and upon request, include a representative selected by PSASA to the committee. A PSASA representative shall participate on the Joint Committee with the Board and the BTU established to monitor the health program and to work collaboratively to achieve sustainable savings in health care and for the purpose of reviewing the health program in light of changes anticipated under the Affordable Care Act. This committee shall meet on at least a monthly basis and shall submit a quarterly 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 BCPS employees. The Health Insurance Program shall not make any changes in the PSASA insurance benefits without the acceptance of PSASA's President.
- B. Employees shall be provided a group Health and Welfare plan which shall include optical, major medical, disability, and life insurance plans. Effective September 2005, Unit II members shall transition from a 10 month to a 12 month payroll deduction for Health and Welfare Benefits.

Eligible unmarried dependents who are full-time students shall be covered by the Prescription Drug and Vision Care programs until the end of the calendar year the dependents reach age 23 or to 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.

- C. Management shall have the responsibility to disseminate to employees accurate and timely information about health and welfare benefits.
- D. During the term of this Agreement, the Employer shall offer employees the option of coverage under one of several health plans, including the Blue Cross Preferred Provider Plan ("PPN") and certain Health Maintenance Organizations ("HMO"), including any Point of Service ("POS") plans. The Employer reserves the right to change health insurance providers following a bidding process with the understanding that should the decision be made to replace the PPN plan with another preferred provider organization, coverage under any new plan shall be substantially the same as under the PPN. It is understood that the Blue Cross Traditional Plan shall remain in place until December 31, 2007, and available to those employees who are presently covered by such plan, but shall be discontinued after that date.
- E. The Employer shall continue to provide health insurance coverage and benefits under the existing plans and at the existing employee premiums and co-pays. The cost of the health insurance indemnity plans (PPN) shall be shared proportionately

according to the following percentages of the plan in which the employee is enrolled: through calendar year 2018, 81.5% employer, and 18.5% employee, beginning with calendar year 2019, 81% employer, and 19% employee. Contributions to HMO plans, including any POS plans, shall be shared proportionately according to the following percentages: through calendar year 2018, 95% employer, and 5% employee; beginning with calendar year 2019, 94% employer, and 6% employee plus a per-pay-period amount of \$5 for single coverage, \$10 for double coverage and \$15 for family coverage. Beginning January 1, 2019, the POS plan will contain a 90% co-insurance provision.

- F. In addition to the Employer and Employee premium co-pays, as set forth above, the following shall apply, effective January 1, 2019:
- i) PPN: Office Visits: Primary Care: \$10.00; Specialist: \$20.00;
Emergency Room Visits: \$100.00, unless admitted to hospital in which case the fee is waived;
 - ii) POS: Office Visits: Primary Care: \$10.00; Specialist: \$20.00;
Emergency Room Visits: \$100.00 unless admitted to hospital
 - iii) HMOs: Office Visits: Primary Care: \$5.00; Specialist: \$10.00
Emergency Room Visits: \$100 unless admitted to hospital.
- G. Effective January 1, 2019, all employees will be eligible for enrollment in the prescription drug program. All employees will pay for each prescription filled as follows:

	Retail/30 day prescription	Mail Order/90-day prescription
Generic	\$10.00	\$10.00
Formulary	\$15.00	\$15.00
Non Formulary	\$30.00	\$30.00

Effective January 1, 2019, as provided in subparagraph g., a third price category shall be established for pharmaceuticals consistent with existing practice in other BCPSS bargaining units. Step Therapy and Drug Quantity Management may be applied to the Employer's prescription program, provided that the Employer first furnishes to the Union a copy of its protocols intended for those measures, and an opportunity to discuss them before they are implemented, and appropriate written notices are issued to plan participants before implementation.

Effective January 1, 2009, the Employer may adopt a Mandatory Mail Order procedure for filling maintenance prescriptions that are covered under paragraph 18.A.5.d. The Employer may before that date begin a program to educate plan participants about the benefits of using a Mail Order procedure for filling their pharmaceutical needs. The Union shall participate in the education program, and it shall encourage unit members to use Mail Order procedures.

- H. Employees in the bargaining unit prior to January 1, 2006 will have the choice of (a) continuing to receive dental benefits through their present health insurance plan or (b) electing to receive dental benefits through the BCPSS' general stand-alone dental plan (currently The Dental Network).

Employees first entering the bargaining unit on or after January 1, 2006 will be in the BCPSS' general stand-alone dental plan (and their health insurance premiums will reflect the exclusion of dental coverage under the health insurance plan).

- I. BCPSS shall continue to offer a Long Term Disability program with limitations of 50% of salary up to \$1,200.00 a month.
- J. BCPSS shall continue to offer an Optical Plan, which will include fashion frames as allowed.
- K. BCPSS shall offer health plan options including a Point of Service health maintenance organizations and open access network programs.
- L. BCPSS shall pay \$100.00 per year toward the cost of physical exams during the term of this Agreement, where the cost of the exam is not covered by the employee's medical provider.
- M. The life insurance benefit for an active employee shall be an amount equivalent to the deceased employee's annual salary on the date of the employee's death.

The death benefit as stated above may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by all of the following: (1) the employee is totally disabled and therefore cannot work for the BCPSS or any other employer in an active or limited capacity; (2) the employee's medical prognosis shall state that the death of the affected employee is anticipated within a six-month period; and (3) the affected employee must apply for an ordinary disability retirement allowance or a service retirement allowance, if applicable, to be eligible for the catastrophic illness payment.

The claim must be filed within (6) months after the claimant has become incapacitated or disabled and is unable to return to work.

The BCPSS Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, the employee shall furnish the Department with any and all data and documentation pertaining to the claim. The Department may order the examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation was paid under (1) Worker's Compensation laws or (2) the accidental disability provisions of the retirement system.

If the claimant's death occurs before the BCPSS has made a final determination that the illness is catastrophic, but the catastrophic illness benefit has not been paid, the payment shall be made to the named beneficiary.

The payment of a catastrophic benefit claim will be subject to applicable tax laws.

- N. The employer shall remit an annual payment of \$650 (to be paid bi-weekly) to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a BCPSS Health Care Plan. If, after waiving coverage under any BCPSS Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of employment or deletion of benefits (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a BCPSS Health Care Plan and consequently relinquish the waiver payment. The employee must notify the BCPSS Employee Benefits Division within 30 days after a qualifying event occurs in order to enroll in a BCPSS Health Care Plan. The employer shall apportion the payment should an employee either enter or leave a BCPSS Health Care Plan within a calendar year.

ARTICLE 7 BENEFITS

A. Work Schedule

In order to attain optimum efficiency in the operation of the Baltimore City Public School System and to provide the best possible educational programs for the students served thereby, it is essential that the work schedules of the members of Unit II retain sufficient flexibility to permit the achievement of these goals. Such schedules may involve the performance of services in and out of the school building or office and frequently beyond the regular school day or office hours. Professional discretion of the members of Unit II in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with Board policy. However, it is essential that, unless the appropriate supervisor or designee has been notified to the contrary, principals be present at the school site during the instructional day for pupils.

B. Uniform Vacation Period

The CEO may determine that there will be a uniform vacation period during July and August of any year which will apply to all PSASA members. The schedule for any such uniform vacation shall be established by the preceding December 15.

C. Vacation

1. Vacation leave shall be requested of and approved by the appropriate administrator. Employees are entitled to vacation as follows:

- a. All employees who were employees prior to September 1, 1988, are entitled to a vacation of twenty-four (24) working days for each fiscal year.

For vacation carry-over purposes only, employees may accumulate one hundred two (102) vacation days (816 vacation hours). Any vacation leave in excess of one hundred two (102) days (816 vacation hours) accumulated during each current year must be used in said year, and, if not, may not be carried forward.

- b. All employees who become part of the bargaining unit after September 1, 1986 are entitled to vacation based on the BCPSS policy on vacation leave. (See Appendix B)

Employees who are newly hired or who are promoted from a non-PSASA educational position begin vacation accrual as of their date of appointment. Employees already covered by the BCPSS Policy may carry accrued leave forward. The maximum accumulation shall be the equivalent of six years of vacation leave.

D. Compensatory Time

All employees required by the appropriate supervisor to work during non-operational days shall be eligible for compensatory time upon prior approval. Compensatory time shall be earned after 6:00 p.m. on operational days upon prior approval. Employees new to the unit on or after July 1, 1998, shall not accrue compensatory time during operational days.

E. Professional Conferences

Employees may be granted educational leave days with no loss of pay for the purpose of attending professional meetings and/or conferences. Such leave shall be approved by the appropriate administrators, with the understanding that, in all instances, the work of the school system will be carried on satisfactorily and the conference will benefit the individual in his work in the school system.

Reimbursement by the Board within allocated resources for justified and reasonable expenses shall be provided in accordance with existing policy.

F. Reimbursement for Travel

The mileage allowance shall be the business standard mileage rate prescribed by the Internal Revenue Service (IRS) from time to time.

G. Tuition/Training Reimbursement

The tuition reimbursement fund for each school year of this Agreement beginning with the 2018-2019 school year shall be \$100,000. Each Unit II employee may

apply to receive tuition reimbursement up to a maximum of \$2,500 per person per academic year, or other amount set by PSASA.

Any course or program approved for a LU shall be paid by BCPS and shall not count against the annual tuition reimbursement fund.

Unit II (PSASA) employees will receive full reimbursement for successful completion of the State Licensing Examination up to a maximum of \$500.00.

H. Holidays

All employees shall be entitled to the following non-operational days:

Thanksgiving Holiday (November - 2 days)

Winter Holiday (December - January)

(Shall conform to school calendar)

Dr. Martin Luther King's Birthday (January - 1 day)

President's Day (February - 1 day)

Mid-Winter Holiday (February - March)

(Shall conform to school calendar)

Spring Holiday (March - April)

(Shall conform to school calendar)

Memorial Day (May - 1 day)

Independence Day (July 4)

Labor Day (September, 1st Monday)

Saturday

Sunday

U.S. Congressional General Election Day

All other election days shall be considered operational days.

I. Payment of a Fixed Sum at Termination

1. a. Employees who were employees as of July 1, 1980, are eligible for the following conversion: A cash payment equal to fifty percent (50%) of the amount of unused sick leave will be paid to an employee who leaves the system, provided that the employee has at least twenty (20) years of service to the Baltimore City Public School System. This payment shall be deemed a full liquidation of any and all sick leave earned by the said employee during the time of his/her employment.
- b. Employees who enter after July 1, 1980, and then leave the system after having completed at least twenty (20) years of service in the Baltimore City Public School System, 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 separation from service.

2. All employees shall be eligible for the following:

An employee who leaves the system shall be eligible for a cash payment equal to 100% of the amount of his/her accrued vacation days, not to exceed a maximum of eighty-six (86) vacation days. In computing the amount to be paid an employee, each period of ten (10) days shall be equivalent to a biweekly pay.

3. In the event of an employee's death, said employee's beneficiaries shall receive any monies for accrued vacation, sick leave, etc., to which the employee was entitled at the time of death.

J. Emergency Closing

In an emergency closing situation where teachers and students are not required to report for duty, each employee is required to report for duty due to the nature of his/her responsibilities. In the event employees are so required to report and an employee cannot report, he/she shall have the option of taking vacation, or compensatory time. Should the Governor or Mayor declare a state of emergency, the CEO shall consider that declaration in the emergency closing statement.

K. Staffing of Schools

Every effort shall be made to complete administrative staffing by August 1st, and such staffing shall be complete not later than August 15th, or in cases of emergency, August 31st.

L. Size of Administrative Staff

The Board and PSASA will continue to seek funds in order to provide schools with a sufficient number of Unit II administrators.

M. Personal Affairs

1. The Board will continue to recognize that the personal life of an employee is not an appropriate concern or attention of the Board, except as it may prevent the employee from performing properly his/her assigned functions or where it disturbs the educational environment or delivery of educational services.
2. Complaints received by the Board against an employee concerning unpaid bills, bad checks, delinquencies, or Court judgments, will be forwarded to the employee without comment.

N. Information

Where in existence, the Board and the CEO will supply all requests relative to information, statistics, tests, circulars, forms and/or other records and information

which may be relevant to the processing of any grievance, negotiations, and/or administration of this and any other agreement between the parties to this Agreement.

O. Bereavement Leave

1. 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.
2. In the case of the death of a relative not mentioned in Paragraph 1 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.

ARTICLE 8
Leaves of Absence

A. Sick Leave

1. For employees who are members of Unit II as of July 1, 1980, sick leave is accumulated at the rate of one and one-half (1-1/2) days for each month of completed service. Any unused sick leave shall be carried forward from year to year and accumulated for purposes of leave payment at termination. Effective July 1, 1993, the maximum accumulation shall be 250 days. For the purposes of retirement credit only, employees may accumulate unlimited sick leave. For employees who enter Unit II after July 1, 1980, sick leave is accumulated at the rate of one and one-half (1-1/2) days for each month of completed service with unlimited accumulation for all purposes.

2. Holiday Conversion

Employees may convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the sick leave year at their rate of pay at the time of conversion. The sick leave year 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. All sick leave days not converted to cash shall be carried forward and retained as

accrued sick leave. Payment for such converted sick leave shall be made to employees no later than December 24th.

3. Employees new to the unit after July 1, 1998, shall receive sick leave conversion on a one for five basis, thereby converting to cash one (1) day of unused sick leave for each five (5) days of sick leave accrued during the sick leave year.
4. Sick Leave Bank
 - a. PSASA has established a sick leave bank funded by contributions of sick leave by unit members. It is agreed that the parties will set forth a side agreement setting forth the guidelines for the operation of the Sick Leave Bank.

B. Accidental Injury

1. Employees who sustain injuries as the result of accidents occurring in connection with their assigned duties shall be given leave of absence without loss of pay. The length of leave allowed shall be determined by the Board upon the recommendation of the Chief Executive Officer. No leave of absence because of accidental injury shall be granted for a period of more than three (3) months at one time, but the Board may, upon recommendation of the Chief Executive Officer, grant renewals of leave for periods of three (3) months or less. In any case where injury requires an extended leave of absence, the Board may request that the employee be considered for retirement because of accidental disability. No employee will be entitled to receive Workers' Compensation benefits for temporary total disability during any time, or covering any period, that said employee is receiving his full salary for job injury as outlined above.
2. Absence due to disability resulting from an assault will be covered by an assault leave as set forth in §6-111 of the Educ. Art., Md. Ann. Code. This leave will not be charged to sick leave. The employee will be in full pay status for the duration of the disability.

C. Personal Business Leave

Employees may be granted leave of absence without pay. Such leave shall be with loss of full pay and shall not exceed five (5) working days in one (1) school year, except upon recommendation of the Chief Executive Officer and approval of the Board. Each employee may request the use of accumulated sick leave in an amount not to exceed two (2) days per year for necessary personal business purposes. Such personal business leave shall be treated as sick leave and shall be non-cumulative from one (1) year to the next. No request for personal business leave shall be honored the first two (2) days of student attendance in September, the last day

before or the day after a holiday, or the two (2) days preceding the last day for students in June.

D. Other Leaves of Absence with Pay

In all other areas, employees shall have the same rights which are provided for Unit I. These areas include: death of a relative, funeral of a member of the faculty; graduation exercise; personal illness; illness in immediate household or immediate family, military leave; and all other similar leaves provided by the Rules of the Board of School Commissioners.

E. Other Leaves of Absence without Pay

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

F. Sabbatical Leave

1. Employees who have served satisfactorily for a period of ten (10) or more consecutive years in the Baltimore City Public Schools may be granted sabbatical leaves of absence.
2. Sabbatical Leave may be granted for the purpose of study or travel, or for such other purposes as may be recommended by the CEO and approved by the Board. Employees on Sabbatical Leave may not enter into gainful employment except upon the recommendation of the CEO and with the approval of the Board.
3. During the period of Sabbatical Leave, each employee shall receive fifty percent (50%) of his salary.
4. During the period of Sabbatical Leave, each employee shall be considered as in the regular service of the Board, and shall be treated with respect to pension privileges and contributions, sick leave allowance and accumulation, salary increments, and vacation leave, if any, exactly as if he/she were on active duty.
5. During the period of Sabbatical Leave, employees shall be entitled to all of the privileges and opportunities which they would enjoy if they were on active duty. They shall be considered for assignment on the same basis as if they were on active duty. Upon their return from leave, they shall have the same right of returning to the position they occupied prior to their leave which they would enjoy had they remained on active duty.

They shall not be transferred from this position unless they would have been transferred in the normal course of administrative operation.

6. The method of selecting employees to be granted Sabbatical Leaves shall be as follows: From among all those employees eligible for leave by virtue of their service, those individuals who have served longest in the Baltimore City Public Schools without receiving any sabbatical leave shall be given first consideration. The sum of individuals on leave in any one (1) year is not to exceed one percent (1%) of all Unit II members. This maximum quota of one percent (1%) shall be distributed throughout the educational staff so as to prevent any undue absence from any one (1) school, or from any single office or division of the school system. Sabbatical Leave shall be for a period of one (1) semester (five (5) calendar months), or two (2) semesters (ten (10) calendar months). Applications shall be forwarded to the Director of the Division of Personnel so as to reach him by April 1st for leaves to begin on September 1st or by November 1st for leaves to begin on February 1st, in order that due consideration may be given to the request.
7. All employees to whom Sabbatical Leave is granted shall be required, as a condition of the granting of the leave, to agree to return to the service of the Baltimore City Public Schools for at least three (3) years following the expiration of their leave. As an option of this service requirement, any individuals may, if they so elect, return to the BCPSS the salary which they received during the period of the leave.
8. Each employee, upon return from Sabbatical Leave, shall make such a report of their activities during the period of leave as may be requested by the Chief Executive Officer.

G. Retirement Credit-Leaves of Absence

A leave of absence without pay will be authorized by the Board anticipating the employee will return to service upon termination of the leave. The State Teachers' Retirement System considers an employee on leave of absence to be an "employee in service," provided the leave is for personal illness, study, maternity, or in government service, and provided further that contributions are made while on such leave. Membership credit is granted for a period not to exceed two (2) years to any member for whom contributions are made while on leave of absence.

H. Political Leave

Employees may be granted leaves of absence, without pay, for the purpose of running for or serving in a public office in accordance with the policies and procedures of the Rules of the Board.

I. Family and Medical Leave Act Eligible Absences

Should an absence due to the illness of an employee be deemed eligible for Family and Medical Leave Act ("FMLA") coverage, the FMLA absence shall run concurrently with any accumulated sick leave. If the employee does not have any

available accumulated sick leave to cover the period of absence, the BCPSS shall apply any accumulated vacation leave to the period of absence.

ARTICLE 9

Evaluation

- A. Each member of Unit II shall have their performance evaluated annually by the appropriate supervisor using procedures determined by the CEO and consistent with the Board policy.

Upon appointment by the CEO of any committee to review evaluation procedures of Unit II classes, the CEO shall duly notify PSASA, and upon request of PSASA, shall include a representative selected by PSASA.

If changes are implemented in Board policies that govern evaluation procedures, the Board or Chief Executive Officer shall advise PSASA, and shall afford PSASA an opportunity to discuss the changes at least ten (10) days prior to the effective date of implementation.

- B. Except as may be modified by Board policy, the following shall continue to apply to Unit II evaluations.

1. The evaluator and the Unit II member shall jointly discuss the performance of said member in at least one (1) conference. A formal, signed statement shall be provided to show strengths, weaknesses, and specific improvement measures regarding the Unit II member's performance. The statement must clearly show how and when areas of weakness must show improvement. The Unit II members shall have a minimum of forty-five (45) school days to show improvement before an evaluation is made a matter of official record, provided the supervisor supports the employee as set forth in the PIP, has regular meetings with the employee, and provides the employee with regular written feedback. The first conference shall be held as early in the evaluation cycle as possible, and nothing shall limit the number of such conferences.
2. In addition to the above, the employee shall be furnished with a copy of his/her annual evaluation.
3. The evaluation shall reflect the uniqueness of the position.

- C. Allegations of procedural violations may be grieved by PSASA pursuant to Article XVI of this Agreement.

- D. The process for evaluation shall remain the same. In accordance with State guidelines, PSASA and the Board shall negotiate that portion of the evaluation tool that is not determined at the State level.

1. Annual Evaluation (Note that the current evaluation process for some Unit II members remains unchanged and in effect.) Until a 4 tier evaluation is in place, LUs will be granted as follows:
 - o Satisfactory rating on Evaluation = 12 LUs
 - o Satisfactory rating on Evaluation with PIP = 9 LUs
 - o Unsatisfactory rating on Evaluation = 0 LUs

Evaluations for assistant principals and central office employees will continue under the present 3-tier evaluation while this MOU remains in effect.

2. Under a 4-tier evaluation, LUs will be granted as follows:
 - o Highest rating on Evaluation = 12 LUs
 - o Second highest rating on Evaluation = 9 LUs
 - o Third highest rating on Evaluation = 3 LUs
 - o Lowest rating on Evaluation = 0 LUs
3. Failure of BCPS to issue an Annual Evaluation within contractual time limits results in the employee being deemed to have received a Satisfactory (12 LUs) or Effective (one interval movement) rating. In the event there is no record of an evaluation, it will be assumed that the employee's evaluation is Satisfactory (12 LUs) or Effective (one interval movement).
4. Evaluation ratings will not be negatively impacted by extraordinary events beyond the employee's control (including, but not limited to: significant FMLA or other approved leave absences of staff, placement into the position during the year, etc.) provided the employee timely seeks assistance from approved support channels to address the situation and utilizes such assistance/resources. City Schools may consider any and all performance which occurred prior to the extraordinary event.

Employees shall receive an administrative effective rating without any LUs if they are absent for more than 60 days and the absence prevents the employee's evaluation.

5. In order to assure that evaluations are effective fair, objective and consistent, Unit II members may obtain review from the CEO or designee regarding their annual evaluation rating. If a Unit II member seeks a review, he/she will be required to submit the reasons why he/she believes the rating should be higher within 10

school days of the issuance of their evaluation.

ARTICLE 10

Change of Assignment

- A. PSASA recognizes that in exercising responsibility for operating the schools, the CEO may find it necessary to transfer employees to new assignments. PSASA also recognizes that certain school assignments may require the transfer of a specific employee who possesses expertise required by the situation.
- B. Not later than August 15 or in cases of emergency, August 31, all administrators and supervisors shall be given written notice of their assignments for the coming year. Administrators/Supervisors shall be given an opportunity to discuss their assignments with the appropriate supervisor. In the event that assignment changes are necessary, all Administrators/Supervisors affected shall be notified promptly. Every effort shall be made to effect assignment changes no later than August 1.
- C. No change in assignment or worksite during the school year shall be made without twenty (20) calendar days written notice to all affected parties with a copy to PSASA. Within such time, the CEO or designee shall meet, if requested to do so, with the employee for the purpose of reviewing the reason for the proposed change. In the event the employee is dissatisfied with the results of said meeting, he may, within five (5) school days, request to meet with the Board concerning the change.
- D. The provisions and procedures set forth in this Article shall not apply to a Reduction in Force, as set forth in 9.

ARTICLE 11

Reduction in Force

- A. A reduction in total number of employees in Unit II, which shall not be deemed a termination of employment, may result because of financial considerations, program curtailment, lack of student enrollment, or elimination of schools.
- B. The determination as to whether or not there shall be any reduction of total number of employees in Unit II is the exclusive right of the Board.
- C. If the Board is contemplating a reduction which will affect any members of Unit II, it will notify PSASA and the employee or employees involved at least thirty (30) days before the proposed effective date of the reduction. Such notices will be in writing and will include specific positions to be affected, the proposed time schedule, and reasons for the proposed action. Within five (5) school days after receiving the aforesaid notice, the CEO or designee will, if requested to do so, meet with PSASA regarding the need for, manner of implementation, and impact of and

other aspects of the contemplated reduction of total number of employees in Unit II. If PSASA is dissatisfied with the results of said meeting, it may, within five (5) school days, request a meeting with the Board concerning said reduction, and such meeting shall be held prior to any proposed reduction.

- D. In any reduction as hereinabove described, the CEO or designee shall consider the ability, fitness and seniority of the personnel involved as compared to other members in the same work area. Employees who are affected and who are qualified shall be reassigned, where possible, to an existing vacant position at the same pay grade. The Employer shall make every effort, where possible, to place such employees in positions which carry salaries commensurate with the salaries said employees were receiving at the time of redeployment. Where there are no available positions at the same pay grade, employees, if qualified, shall be assigned to positions at a lower pay grade and the employees shall receive the full amount of compensation received before redeployment for one (1) fiscal year. Where ability and fitness are considered substantially equal for two (2) or more employees, seniority shall prevail. Reduction then shall be effected within the following categories in the order noted:
1. Seniority shall be determined first by the length of continuous service in Unit II.
 2. In the event this does not make a determination, then it shall be determined by the length of continuous service in the system. Employees who have been redeployed because of budgetary or other reasons shall be reinstated to their former positions before any other persons are placed into the positions from which the redeployed employees came.

Employees who have been redeployed because of budgetary reasons shall maintain their place in all promotional pools and receive the same consideration they would have received had they not been redeployed. These pools shall be open to review by an employee upon request. Before an employee is to be removed from a promotional pool, he shall be notified by registered mail five (5) days prior to such removal.

If an employee is relieved of his/her duties because of a reduction in staff and employed as a teacher, at such time as he/she commences receiving the regular salary of the teaching position, he/she will be given service credit for the purpose of salary entitlement for all the time he/she was employed in the Department of Education both as a Unit I member and as a Unit II member. If an employee is not redeployed, he/she shall be considered laid off and will have the following rights: The employee will be placed on a recall list for twenty-four (24) months. If, however he/she resigns or fails to accept recall or fails to report to work when he/she has been called, he/she will lose his right to recall. If any vacancy occurs in Unit II or in any other area for which the laid off employee is qualified during such time as he/she is on recall list, the said employee will be offered the position prior to its being offered to another employee. Unless liquidated at the time of his/her

layoff, all benefits to which the employee was entitled at the time of his/her layoff, including unused accumulated vacation, sick leave, and credits toward sabbatical eligibility, shall remain vested in said employee and shall be restored to him/her upon his/her return to active employment. Time spent on layoff shall not be considered as creditable service for any purpose.

- E. Except where program and fiscal needs require, school Administrators (Principals and Assistant Principals) will not be assigned to more than one (1) school.

ARTICLE 12

Personnel Files

- A. All items entered in the personnel file of an employee, except confidential references pertaining to original employment or promotion, shall be open to that employee by appointment and available to no one else except his/her superiors and those responsible for keeping the files.
- B. Material unfavorable to a Unit II member's work, service, character, or personality shall not be placed in the Unit II member's personnel file unless it has been reviewed by the Unit II member. In addition, unfavorable material submitted by an employee of the Department of Education shall not be placed in the Unit II member's personnel file unless it has been signed by the employee submitting the material. The Unit II member shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate that he/she agrees with the content. The Unit II member shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Only such records as are in the official personnel file may be used for any official purpose.
- C. 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 civil nature. Any such materials received from outside, competent, responsible sources shall also be included in the employee's file.
- D. If any employee refuses to sign an entry for his/her file, a witness shall sign a statement, in the presence of the employee, indicating that the employee was shown the item but refused to sign.
- E. There shall be only one (1) file of record, except that of pre-employment references, as noted in A above, which shall be kept separate.
- F. The Director of the Department of Human Resources shall establish procedures and send an appropriate communication or other system-wide publication which provides for all Unit II members to review their personnel files upon request.

ARTICLE 13

Promotions

Promotions shall be made according to The Rules of the Board and policy. If changes are instituted, the CEO shall advise PSASA and shall afford PSASA an opportunity to discuss such changes. The CEO shall distribute and make available the written promotion procedures for Unit II members at mutually agreed upon work locations, including communicating any changes.

Upon the establishment of any committee to review the promotional policy for PSASA, the CEO shall notify PSASA and upon the request of PSASA, shall include a committee representative selected by PSASA.

Managing Assistant Principals

If a Principal is absent for a period of 60 or more calendar days, a Managing Assistant Principal will be appointed at the given school or, in the absence of such an appointment, the acting Assistant Principal(s) who serve in that capacity will receive an equivalent stipend.

ARTICLE 14

Protection

- A. If a Unit II member, in connection with his/her employment, is subjected to assault or battery, he/she shall immediately report the incident to his/her immediate superior. The superior shall forward the report to the appropriate supervisor with a copy to PSASA.
- B. A student involved in an alleged assault on an employee may be removed from the school by an appropriate supervisor and/or Law Enforcement Agent 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 PSASA. The employee has the right to have a conference with the appropriate Area Executive Officer prior to a decision relating to the student's placement in the school. If there is an objection to the placement decision, the employee has the right to request a fair hearing.
- D. If an employee wishes to file criminal charges, the appropriate administrator will promptly report the incident to the proper law enforcement authorities.
- E. The Board agrees to cooperate with the employee by complying with any lawful request by the employee for information in the Board's possession relating to the incident or the person(s) involved.

- F. In cases involving an assault upon an employee, the School Police Officer shall provide the necessary advice and assistance in securing proper warrants, investigation of assaults, filing of juvenile petitions, calling for Police Department assistance, accompanying the employee to court and sharing information relevant to the assault incident.
- G. If a school-based employee files criminal charges against a student, the student shall not return to that school location 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.

ARTICLE 15

Other Administrative Responsibilities

- A. Full-time relief shall be provided within thirty (30) days after it has been determined that a Principal or Assistant Principal is on an extended leave of absence.
- B. In order to obtain optimum efficiency in the operation of the public school system and to provide the best educational program for pupils, the Board shall continue to screen and coordinate all reports, surveys, statistical studies, special reports, evaluations, and routine responses to be made by schools and offices of the Baltimore City Public Schools and also request for information and participating activities from outside agencies. It shall also continue to improve the schedule of dates for all such responses and activities. The CEO or his designee shall consult with representatives of PSASA when necessary for the purpose of adjusting workloads required of the individual schools and offices.
- C. Request for original data made to building administrators shall allow at least five (5) operational days after the receipt of the request for the response.
- D. The parties to this Agreement recognize that certain policies, procedures, and programs promulgated by the Board and/or CEO may affect the working conditions of members of Unit II. If changes in policies, procedures, or programs are being considered which affect the working conditions of Unit II, the CEO or his designee shall duly notify PSASA of such changes under consideration and discuss these changes upon request of PSASA prior to implementation.
- E. Where duplicate data has been previously reported, filed, or is otherwise available through Management Information Services, other offices of the Baltimore City Public Schools, or other governmental agencies, it shall be requested from the Center, offices or agencies, and not from building administrators.

ARTICLE 16

Grievance and Arbitration Procedure

- A. Objective

It is the declared objective of the Board and PSASA to encourage prompt and equitable disposition of any complaint at the lowest organizational level possible.

B. Definitions

A "grievance" shall be any claim by an employee or PSASA that there has been a violation of this Agreement or of the Board policy pertaining to wages, hours, conditions of employment, or other established policies of the Baltimore City Public School System.

A "grievant" is the person, persons or group making a claim or bringing a complaint according to this procedure, and/or representatives of Unit II.

C. Procedure

A grievance shall be presented and adjusted in the following manner:

1. Immediate Administrator-Step 1

The grievant shall present a grievance orally to his immediate administrator within a reasonable time, but in no event longer than fifteen (15) school days after knowledge by the staff member of the facts giving rise to the act or condition which is the basis of his/her grievance. The grievant and the immediate administrator shall confer with a view to arriving at a mutually satisfactory resolution.

If the grievance is not resolved at Step 1, then the grievant shall reduce the grievance to writing and submit the same to the Step 1 administrator within five (5) school days, but in no event should the grievance remain unresolved at Step 1 for twenty (20) school days after knowledge of grievance.

PSASA shall supply the standard grievance form which shall contain the following information:

- Name and position of the aggrieved employee
- A statement of the grievance, including the relevant date
- A reference to the applicable provisions of this Agreement and/or Board policy, if any
- The corrective action requested
- Signature of the aggrieved employee
- Date submitted and time

The Step 1 administrator or his/her designee shall schedule a meeting with the grievant, and such meeting shall be held and a decision in writing rendered within

five (5) school days. In the event that the grievant's immediate administrator is a Director III or Area Executive Officer, then he/she shall skip Step 2.

2. Director III, Area Executive Officer or Designee —Step 2

The decision of the foregoing step may be appealed in writing by the grievant to the Step 2 administrator within five (5) school days after the decision of the Step 1 administrator or his designated representative has been received. The Step 2 administrator or his/her designated representative shall meet with the grievant within five (5) school days of receipt of the appeal. The aggrieved party will receive at least two (2) school day's notice of the meeting and an opportunity to be heard. The Step 1 administrator, or his/her designated representative, may be present at the meeting and state his/her views. The Step 2 administrator, or his/her designated representative, shall communicate his/her written decision together with supporting reasons to the grievant and to the Step 1 administrator as soon as possible, but not later than five (5) school days after such meeting.

3. Area Executive Officer or Designee —Step 3

The decision of the foregoing step may be appealed in writing by the grievant to the CEO within five (5) school days after the decision of the Step 2 administrator or his/her designated representative has been received. The CEO or his designated representative shall meet with the grievant within five (5) school days of receipt of the appeal. The grievant will receive at least two (2) school days' notice of the meeting and an opportunity to be heard. The Step 3 administrator or his/her designated representative may be present at the meeting and state his/her views. The CEO or his designated representative shall communicate his/her written decision together with supporting reasons to the grievant and to the Step 1 administrator as soon as possible, but no later than ten (10) school days after such meeting.

4. Board-Step 4

The decision of the foregoing step may be appealed in writing by the aggrieved party to the Board within five (5) school days after the decision of the CEO or his/her designated representative has been received.

The Board may hear the appeal or it may refer the matter for hearing to a Hearing Officer to be designated by said Board. The grievance shall be heard fifteen (15) school days after the receipt of the appeal by the Board. Alternatively, PSASA may elect at the time of filing an appeal at Step 4 to proceed through the submission of documents and without an evidentiary hearing, in accordance with procedures (if any) established by the Board for such a review. In all matters referred to a Hearing Officer, within ten (10) school days after the completion of the hearing or receipt of documents submitted by Appellant and Appellee, the Hearing Officer shall submit his/her findings of fact, conclusions of law and recommendations to the Board. The findings of the Hearing Officer shall be distributed to both parties.

Either party shall have the right to submit a written response to the Board within five (5) school days after receipt of the findings. The Board shall render its final decision within five (5) school days after it has heard the grievance, or, if the matter has been referred to a Hearing Officer, within five (5) school days after it has received the responses to the Hearing Officer's findings. If no responses are received, the Board shall render its final decision within five (5) school days after receipt of the Hearing Officer's findings.

D. Arbitration

In the event that a grievance, as defined herein, shall not have been resolved at Step 4 of the grievance procedure, PSASA may refer such a dispute or difference to arbitration by mailing a written notice to submit to arbitration to the Board within ten (10) school days after receipt of a written decision on Step 4. If PSASA and the Board or its designee are unable to agree upon an arbitrator within five (5) school days after the receipt of the aforesaid written notice to the Board, the dispute shall be referred by PSASA to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules. Written notice of such arbitration shall be filed by PSASA with the American Arbitration Association or the selected arbitrator, with a copy to the Board, within twenty (20) school days after the receipt of the written decision at Step 4.

The arbitrator is without power to add to, subtract from, change or alter any provisions of the Agreement. The arbitrator's decision shall be final and binding on all parties to the arbitration. The arbitrator shall hear and decide only one (1) grievance in each case, unless mutually agreed otherwise.

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

E. Time Limits

In determining compliance with the specified time limits, time begins with the date of receipt of grievances or of the appeal; time ends the day upon which (a) the aggrieved employee learned of the facts giving rise to the grievance; or (b) the grievance or appeal is postmarked; or (c) notice of a hearing is received; or (d) a decision is received; or (e) a hearing is held; or (f) notice of arbitration is received, and is not included in calculating the limitation period.

Except for Step 1, time limits shall begin for the Board upon the day after receipt of the grievance, and time limits for the aggrieved shall be calculated to the date of the postmark or time-clock stamp.

To avoid any dispute as to the date of submission or receipt of a grievance, appeal, decision, notice of hearing or notice to submit to arbitration, all notices of hearing and/or decision shall be mailed by school officials by certified or registered mail, return receipt requested, with the date of mailing and the date of receipt recorded

thereon. Such correspondence may be hand delivered and must be signed, timed, and dated by the receiver. Notices of arbitration shall be mailed by PSASA by certified or registered mail, return receipt requested, with the date of mailing and the date of receipt recorded thereon. By mutual agreement in writing, time limits may be extended.

In the event a grievance is filed on or after June 1st which, if 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, provided that both parties in interest agree, will be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as mutually agreeable to the parties. All other grievances filed on or after June 1 will be considered at a time mutually agreeable to the parties in interest, but no later than the beginning of the next school term.

Failure at any step of this procedure to provide for a meeting or hearing or to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next higher 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 a waiver of the grievance and/or acceptance of the decision rendered at that step.

F. General Provisions

Hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

Meetings are to be scheduled at mutually convenient times. Attendance by an aggrieved employee or witnesses at grievance meetings held during school hours shall constitute authorized absence without loss of pay.

PSASA shall have the right to intervene, or appeal a grievance at any step of this grievance procedure. Only PSASA may appeal a grievance to the Board. Only PSASA or the CEO may appeal a grievance to arbitration.

The grievance provisions shall be interpreted so that the Chief Executive Officer will have an opportunity to consider a grievance before the grievance is brought to the Board.

If a grievance arises from the action of any authority higher than a Step 1, such grievance may be initiated at the appropriate step of the grievance procedure up to Step 3.

The level of formality and rules of procedures shall be agreed upon by the parties in interest at the beginning of the meeting in Steps 2 through 4 of the grievance procedure.

The term "days" shall mean regular school sessions and shall not include weekends, holidays, or the periods of normal school vacations, except that days may be counted up to and including June 30th, and beginning again on September 1st.

ARTICLE 17

Legislative Action

The parties agree that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing any additional funds, shall not become effective until the appropriate body has given approval.

ARTICLE 18

Board Rules

The provisions of this Agreement shall supersede all Rules of the Board pertaining to subjects covered herein, to the extent that such provisions are lawful and are inconsistent with such rules.

ARTICLE 19

Matters Covered

Once this Agreement has been adopted by the Board, it shall be complete and shall cover all mandatory subjects of bargaining whether or not raised in negotiations.

Voluntarily, either party may agree to negotiate on a subject at the request of the other; and only if a mutual agreement is reached, will it be signed by those so authorized and appended to this Agreement. With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining, the Board agrees that it will make no changes without prior consultation with PSASA. Unit II will have the right to discuss proposed changes in a timely fashion prior to implementation.

ARTICLE 20

Management Rights

PSASA agrees that the Board has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all rights; 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, in accordance with Senate Bill 795 approved by the General Assembly in the 1997 legislative session.

ARTICLE 21

Severability

- A. Conformity of Law: If any provisions of this Agreement or any application thereof to any Unit II member is held to be contrary to law by a court of competent jurisdiction, 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.
- B. Conflict with State or Federal Grant-in-Aid Funds: Should any provision of this Agreement jeopardize the receipt by the City 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 22

Duration and Negotiations for a Subsequent Agreement

This Agreement and each of its provisions, except where noted otherwise, shall be effective as of July 1, 2016, and shall continue in full force and effect until June 30, 2019.

The timing and duration of negotiations between the parties hereto shall be coordinated with the budget-making process of the Board of School Commissioners. Either party desiring to commence negotiations shall give written notice by certified mail or hand-delivered mail no later than December 1st of the school year in which the present Agreement expires. The parties shall begin to meet and negotiate during the first week in January in an effort to arrive at a new Agreement.

The parties shall thereafter meet at all times mutually agreeable to PSASA and the Board so that negotiations may be concluded by April 1st. The Agreement as a result of such negotiations shall become effective on July 1st following such negotiations.

Any recommendations contained in the Agreement reached between the Board and PSASA as the result of negotiations shall be brought before the Board of School Commissioners for its approval.

ARTICLE 23

Implementation

- A. PSASA will co-develop and facilitate the various new components of this Agreement. It will take a period of time to prepare for implementation and create a research base and body of evidence upon which the new components of this Agreement will improve professional practices, increase student learning, and increase career acceleration and opportunities.

Therefore, prior to December 31, 2018, the parties agree to establish the following:

- Demonstration of administrative capacity to implement the concept
- Development of an infrastructure to implement the concept

A series of benchmarks that must be met in order to implement the concept including:

1. Joint Oversight Committee

There shall be a Joint Oversight Committee to provide oversight of all planning development and implementation of the components of this Agreement. The committee will be composed of 4 members—the CEO, the PSASA President, and two others, one designated by the Board and one designated by PSASA, which must meet within 15 days of ratification of the Agreement. The committee will, among other things:

- Define the full scope and objectives of the components of this Agreement
- Assess the needs of the district for programs needed by students and the capacity of the professional staff to meet those needs
- Identify educational and professional activities that need to be engaged in by staff, evaluated for effectiveness, and to serve as a basis for compensation decisions
- Create and oversee a system for ensuring reliability and validity of evaluations conducted by Unit II evaluators including, but not limited to observations to ensure inter-rater reliability.
- If there are worksites that have experienced significant change in the proportion of teachers receiving lower evaluations as compared to the previous school year and review is conducted including the examination of the evidence used in reaching the decisions, then a representative of PSASA shall be included in any review conducted by representatives appointed by the CEO and the President of the BTU.
- Create and oversee the process to select members to Professional Review committees, designate their responsibilities, and provide general operating oversight of their work
 - Unit II members will apply to the President of PSASA consistent with the application process developed by the Joint Oversight Committee to serve on Review committees.
- If necessary, create subcommittees including but not limited to a subcommittee to ensure that at least one peer reviewer is within the same school configuration (e.g. elementary/middle, middle, and high school) and to ensure that at least one peer reviewer on a given committee has expertise relevant to the Unit II member being reviewed (e.g., Title I, Special Ed, Network, etc. for Central Office employees).

- Review and affirm the administrative and infrastructure capacity of the system and certify that the program is ready for implementation
 - The infrastructure must provide the ability for Unit II members to view all data related to quality control and be integrated into the registration process for Leadership Units (LUs)
- Certify that the district has the resources to implement and sustain this program
- By no later than December 31, 2018, certify that: 1) the district has the administrative capacity to implement the components of this Agreement, 2) the district has developed an infrastructure to implement the components of this Agreement, and 3) standards related to implementation, systems of support, and professional context have been adopted by the Joint Oversight Committee. If the Joint Oversight Committee does not so certify, the new terms set forth in this Tentative Agreement shall terminate on December 31, 2015, and the contract shall be reopened for a cost of living increase on the then existing pay scale.

2. Joint Governing Panel

There shall be a Joint Governing Panel composed of 6 Unit II members, 3 appointed by the Board and 3 appointed by the Union within 30 days of ratification. Such employees will receive LUs and/or a stipend for such service. The Joint Governing Panel will:

- Adopt a LU development process consistent with standards for systems of support, professional development, and professional learning communities which include evaluation systems to determine their effectiveness based on multiple measures that
 - Provide a continuum of support based on a Unit II member's ability to meet standards and the career stage of the Unit II member.
 - Are aligned with the applicable professional standards.
 - Use and are informed by evaluation data.
 - Are intensive and ongoing.
 - Give Unit II members a say in improving the system based on regular and timely feedback.
 - Engage with ideas and colleagues as part of the normal workday.
- Develop a menu of LUs for Unit II members including, but not limited to, the following categories:
 - Effectiveness in building professional learning communities;
 - Success raising student achievement;
 - Engagement in professional learning/development;
 - Contributions to colleagues; and

- Overall contributions to the school and district.
- Implement a system to track Unit II members' accumulation of LUs .
- Adopt a rubric for movement to Transformational and Distinguished Pathways to be used by the Professional Review Committee to evaluate the scope and impact of professional practice.
- Designate the roles and responsibilities that Transformational and Distinguished employees will assume, consistent with the strengths of the Transformational or Distinguished employee.
- Assist the School-Based Option waiver process and implementation.
- Review committee work will be during regular work day.

B. Evidence of Success

By no later than January 30, 2019, the Joint Oversight Committee must certify that a research base and body of evidence upon which the Contract concept has improved professional practices, increased student learning, and increased career acceleration and opportunities as evidenced by increased interval and Pathway movement. If the Joint Oversight Committee does not so certify, the Contract shall terminate on January 30, 2019, 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.

C. School-Based Options

The Board and PSASA have jointly agreed to the following terms regarding school based options:

- PSASA President and/or designees will be included in any committee or group reviewing or monitoring SBO waivers and implementation.
- Any independent audit and electronic online survey will be conducted yearly shall have input by PSASA on content of survey, scope of the audit and the final report.
- PSASA will be consulted by the CEO prior to the selection of SBO schools.

While it is recognized that there will be no retaliation or arbitrary or capricious action by principals against any teacher (including, but not limited to, negative evaluations or transfer out of school) for any position taken on an SBO issue,

BCPS will support any reasonable action taken by a principal against a teacher unless it is found to have been retaliatory, illegal, arbitrary, or capricious on account of an SBO position.

- D. Under the BTU contract, for promotion into the Lead teacher Pathway, a teacher will be placed into a pool of eligible candidates by the Professional Review Committee. Principals will then interview the first five candidates by date of entry into the pool and content area. Principals may thereafter interview additional qualified and eligible candidates within the pool.
- E. Principal Training — PSASA and CEO or designee will coordinate any contract training for principals (collaborative with BTU and HC). PSASA and the CEO or designee will collaborate on any required professional development for “effective, fair, objective, and consistent teacher evaluations.” BCPS will support principals who rigorously evaluate teachers, applying the principles of due process and the established evaluation criteria, and BCPS will take no negative action against those principals, for employing such rigor.
- F. BTU Building Representatives

Unit II members may provide the CEO/designee with supporting documentation of misconduct by a BTU Building Representative or other circumstances which may warrant consideration of transfer. The CEO/designee will impartially review the information and determine next steps which may include meetings between the employee and union representatives, transfer, or other actions deemed appropriate in the sole discretion of the CEO based on the needs of City Schools.

The CEO will support a negative change in a BR’s evaluation if the reasons therefore are adequately documented by the Principal.

This Memorandum of Understanding is signed effective as of July 1, 2016, in Baltimore, Maryland.

APPENDIX A
New Salary Scales

APPENDIX B

PSASA Vacation Leave

Scope

A vacation leave day may be earned only by a full-time permanent employee, or a part-time permanent employee, who had been in pay status at any time during the payroll period containing the employee's monthly anniversary date. Temporary employees including provisional employees are not eligible for vacation leave. The rate of accrual for all eligible employees is based upon the employee's length of continuous service. Vacation leave earned by employees who have not previously served a probationary period may not be used until the probationary period has been successfully completed.

Rate Of Accrual

The rate of accrual is based upon the eligible employee's length of continuous service.

Full-time Permanent Employees: Vacation leave is earned at a set rate for each completed month of service.

Part-Time Permanent Employees: Vacation leave is earned at a set rate for each completed 160 hours of service.

<i>Completed Years of Continuous Service</i>	<i>Days Earned Per Month/or 160 Hours</i>	<i>Days Earned Per Year Full-time Employee</i>
0 through 10	1-1/4	15
11 through 13	1-1/2	18
14 through 18	1-3/4	21
19 or more	2	24

Maximum Accumulation

The maximum number of unused vacation leave days that an employee may accumulate is equal to the number of days that an employee can earn in a six year period (as set forth in Article 7). Computation must be based on the employee's current accrual rate as related to his years of continuous service and as determined in this policy.

If an employee accumulates the maximum allowable number of vacation leave days, he/she will not be credited with any additional vacation days until his accumulation total drops below the maximum limit.

Years of continuous service are calculated from the date of appointment as a permanent employee. An employee's service in a provisional status may be included in his years of continuous service if the employee's status changed from provisional to permanent with no break in service and service was in the same classification as that of entry.

Prior City service is recognized as continuous service if the employee was a permanent employee who:

- Was laid-off due to lack of work or funds; or
- Had a break in service of 29 or less working days; or
- Was granted a leave of absence without pay and was reinstated within 10 days of the expiration of such leave.

Retention Of Accumulated Leave

Accumulated vacation leave may be retained by permanent employees who:

- Transfer from one agency or position to another agency or position in the classified service with no break in service.
- Are granted a leave of absence without pay and are reinstated within 10 days of the expiration of such leave.

Leave Use

Employees may not use vacation leave before it is earned. Vacation leave may not be used in less than one hour increments.

Holidays / Early Closings

Any official holiday which occurs on an employee's vacation leave day will not be counted as vacation leave. However, in the event of an early closing on an

employee's vacation day, the employee will be charged full vacation leave as if the early closing has not occurred.

Leave Requests

An employee who wishes to use accumulated vacation leave must obtain prior approval from his immediate supervisor. Vacation requests for a period of one week or longer must normally be made **two** weeks in advance. A vacation request for less than one week must normally be made one work day in advance. However, these time requirements may be waived by the employee's supervisor.

All reasonable vacation requests will be approved; however, requests which would be detrimental to the proper operation of an agency may be denied. Conflicting requests for vacation will be resolved on the basis of seniority.

Payment Rule

Payment for accumulated vacation days is based on the employee's regular rate of pay at the time of separation or retirement. Employees will receive full payment for any accumulated vacation leave which is still unused as of the date of separation subject to the employee's rate of accrual and the employee's years of continuous service. However, if an employee is in debt to the BCPSS, payment will be deducted from the leave payment in an amount equal to the employee's indebtedness. Payment for leave will also be denied to employees whose service is terminated before the completion of their probationary period with the BCPSS.

Military Service

Employees who are granted leaves of absence without pay for the purpose of military service may elect: (1) to be paid for unused vacation leave upon beginning their leave of absence; or (2) to retain their vacation leave for credit to their leave account upon reinstatement.

On Behalf of the Public School Administrators and Supervisors Association:

Jimmy Gittings

Date

On Behalf of the Board of School Commissioners of Baltimore City:

Sonja Brookins Santelises, Ed.D.

Date

Approved as to form and legal sufficiency:

Tammy Turner, Chief Legal Counsel

Date