

**TENTATIVE AGREEMENT BETWEEN  
THE PUBLIC SCHOOL ADMINISTRATORS AND SUPERVISORS ASSOCIATION  
AND  
THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS**

**Sections of PSASA Agreement Amended or Added:**

**PREAMBLE**

This Memorandum of Understanding (hereinafter "Agreement") is entered into effective on the 1st day of July, 2013, between the Baltimore City Board of School Commissioners, (hereinafter "Board" or "Employer") and the Public School Administrators and Supervisors Association (hereinafter "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 \$45,000 annual PSASA tuition reimbursement fund.

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

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

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

Distinguished

1<sup>st</sup> 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.

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.

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.

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.

## ARTICLE 8

### Leaves of Absence

A. Sick Leave

4. Sick Leave Bank

- a. PSASA shall have the right to establish 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.**

## ARTICLE 9

### Evaluation

C. Correct typo – reference should be to Article 16.

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

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 the second highest rating (9 LUs). In the event there is no record of an evaluation, it will be assumed that the employee's evaluation is effective (second highest rating).
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 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, 2013, and shall continue in full force and effect until June 30, 2016.

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, 2015, 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, 2015, 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, 2016, 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, 2016, and the then existing pay scale shall be converted into a traditional salary scale based upon steps and lanes with no loss of salary or benefits.

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, 2013, in Baltimore, Maryland.