



Baltimore Movement of Rank-and-File Educators

Issue #1, May 2017

Contact us at bmorecaucus@gmail.com

BMORE Vision & Mission Statement

The Baltimore Movement of Rank and File Educators (BMORE) is a diverse group of educators committed to advancing quality public schools and the labor movement. We are a caucus of the Baltimore Teachers Union, working to transform the BTU from a service union to a social justice union.

Educators should be proactively leading the efforts to advocate for, protect and improve our profession and the communities where our students live. Public education serves the common good, and labor unions do the important work of protecting it from exploitation and privatization. We understand that public education is a tool for liberation and essential to a functioning democracy.

We will work to counteract Baltimore's history of structural racism by intentionally promoting the voices and leadership of educators of color within our group. We intend to amplify the power of the people through relationship building and providing educators the tools to organize their schools and communities.

The PSLRB's Mediation Process, Explained

By: Zach Taylor

On Monday, May 15th, the BTU announced that papers have been filed with Maryland's Public School Labor Relations Board for determination that an impasse in negotiations had been reached. If the PSLRB determines that an impasse indeed exists, mediation proceedings will commence between the BTU and BCPSS.

For several months, a number of confusing and sometimes incorrect statements have been made about this process. Mediation does not necessarily mean we, as union members, will lose our say. Mediators contribute to negotiations by attempting to resolve disputes through better communications, obtaining relevant information that may not have been offered during earlier rounds of negotiation, and developing alternatives from what the two negotiating parties are currently offering.

Mediators do not impose contracts or make final judgements. However, a possible result of failed mediation is binding arbitration, in which neither BTU or BCPSS has the right to amend or appeal. It is also possible for an arbitrator to order the BTU and the BCPSS back to the table for negotiations.

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Upcoming Dates of Interest

May 29: No School - Memorial Day

May 31: Greenscape at the Baltimore Rowing & Resource Center at 3301 Waterview Avenue, 2:00-5:00pm

June 1: PCAB (*Parent and Community Advisory Board*) Meeting at 200 E. North Ave, 6:30pm

June 3: Baltimore Wear Orange Celebration at 3901 Maine Avenue, 10:30am

June 3: Baltimore High School Film Festival at the Charles Theatre in Baltimore, 10:00am-12:30pm

June 10: National Aquarium Teacher Workshop, 9:30am-1:00pm

June 12: SECAC (*Special Education Citizens' Advisory Committee*) Meeting at 200 E. North Ave, 6:00-8:00pm

June 13: Last Day of School

June 14-16: New Math Curriculum PD

June 15: PCAB Meeting at 200 E. North Ave, 6:30pm

July 6-8: Free Minds Free People Conference

Please see an expanded calendar at tinyurl.com/BMORECalendarEvents. If there's an event you think the community should know about, please email it to bmorecaucus@gmail.com and we'll add it to our calendar!

Willful Misreading of Contract Creates a New Meaning for “Qualifications”

By: Zach Taylor

Over the last several months, the Interim Chief Human Capital Officer Deray McKesson has indicated that the upcoming layoffs of 75 teachers will be, at least in part, determined by job performance, shocking many who believed that our contract followed the widely used practice of protecting teachers with more experience.

Yet the Reduction in Force (RIF) section of the BTU contract refers to layoffs being based solely on “certification in the subject field assignment, qualifications, and on system-wide seniority,” leading the district to creatively redefine “qualifications” to mean “job performance.” Regardless of one’s views of seniority protections and “last-in, first-out” policies, the BCPSS’s interpretation of “qualifications” is an outlier in the education world and not followed by any other school district in Maryland. Accepting Baltimore City School’s reading of the RIF provisions make a farce of our already weak contract and the collective voice it represents.

Throughout the education world “qualifications” is used to indicate what credentials, via certificates and academic degrees, school districts and governments require teachers to have. Indeed, across Maryland’s other 23 school districts, it is rare for the word “qualifications” and its variations to appear in the RIF sections of teacher union contracts.

It most commonly exists in Maryland contracts to refer to the federal mandate to have a “highly qualified” teacher in every class-

The word “qualifications” was introduced into the Reduction in Force section of the BTU contract in 2008, during the first negotiations with former CEO Andres Alonso. At the time, the new wording went unnoticed and did not receive comment. BTU President Marietta English has recently said that she will fight to remove the word from future contracts due to its vague meaning and the district’s stated view, though the RIF section has already been agreed upon and closed for the contract that is currently being negotiated.

2005-07 BTU Contract:

“6.3 Reduction in Force A. In any reduction of educational personnel necessitated as a result of budgetary actions, or declining enrollment, educational personnel shall be laid off solely on the basis of certification in the subject field assignment, and on system-wide seniority counted from the most recent date of employment.”

2008-09 BTU Contract:

“6.3 Reduction in Force A. In any reduction of educational personnel necessitated as a result of budgetary actions, or declining enrollment, educational personnel shall be laid off solely on the basis of certification in the subject field assignment, *qualifications*, and on system-wide seniority counted from the most recent date of employment.”
(the same language has been in every contract since)

room. The BCPSS-BTU contract itself does not define the terms “qualified” or “qualifications” as referring to job performance in any of the other 13 times it is used in the BTU contract. In its study of union contracts in the largest 145 school districts in the United States, the National Council on Teacher Quality Tclassifies Baltimore’s current RIF language as relying solely on certifications and seniority.

When school districts in Maryland want job performance to be included as a criterion in RIFs, they state it explicitly in contracts voted on by teacher unions. Only contracts in Calvert and Montgomery Counties permit evaluations to be a component of laying-off teachers, and they do so only after first dismissing provisionally certified

teachers and non-tenured teachers.

Three other teacher contracts in Maryland state that “seniority based on satisfactory service” is the prevailing guideline in determining who is subject to a RIF, but this clause is common throughout contracts in the United States and it is generally accepted to simply mean “seniority” when layoffs occur.

If Baltimore City Schools wants teacher layoffs to be based on performance, they need to attempt to include it in the collective bargaining process and subject the provision to a vote by the BTU membership. Engaging in a self-serving reinterpretation of a single word in an attempt to overturn a long-established provision mocks the notion that our contract represents anything more than a paycheck.

ANCHORED TO INJUSTICE

Public School Funding, Historical Amnesia, & Our Imaginative Failures

By: Corey Graber

Without thinking for more than 3 seconds, estimate this product:

$$8 \times 7 \times 6 \times 5 \times 4 \times 3 \times 2 \times 1$$

Now estimate the product below, in less than 3 seconds.

$$1 \times 2 \times 3 \times 4 \times 5 \times 6 \times 7 \times 8$$

When researchers asked one group of high school students the first math question, and another group the second, the median answer was different by a factor of four (2,250 vs. 512), even though the answers are the same (40,320). Why? Since 8 was the starting point in the first sequence, it resulted in higher estimates than the exact same product with 1 as the sequence's starting point.

Our brains are beholden to something called the anchoring effect, a cognitive bias that describes the human tendency to rely too heavily on the first piece of information offered (the "anchor") when making decisions.

Sports agent extraordinaire Scott Boras uses this Jedi mind trick to full effect. When a player he represents enters free agency or is negotiating a new contract, the initial asking price he throws out is usually absurd and everyone knows it. In 2007 Boras told the New York Yankees he would not come to the table for less than 10 years and 350 million dollars for superstar Alex Rodriguez (the Yankees wanted to offer a 5-year, 150-million-dollar contract extension).

The media scoffed at his over-the-top ask, but people kept talking about it. 350 million soon became the anchor by which we compared all offers. Rodriguez eventually signed a record setting, 10-year, 275 million dollar deal far beyond what the market and pundits predicted.

The "compromise" that was reached could feel like a win for the Evil Empire because of how much lower it was than the initial ask. The Yankees weren't dumb, just human. Even when we know anchoring is in play, we can't stop from organizing our thoughts around it.

Fiscal 2015 Adequacy Analysis

County	(\$ in Millions)			Per Pupil			Percent of Adequacy Funded**
	Adequacy Target	Adjusted Revenue*	Adequacy Gap	Adequacy Target	Adjusted Revenue*	Adequacy Gap	
Allegany	\$181.5	\$117.6	\$19.9	\$15,735	\$14,036	\$1,669	89.4%
Anne Arundel	1,075.3	983.1	92.2	13,882	12,692	1,190	91.4%
Baltimore City	1,587.1	1,297.0	290.1	19,755	16,144	3,611	81.7%
Baltimore	1,634.3	1,400.9	233.4	15,396	13,197	2,199	85.7%
Calvert	194.9	205.7	0.0	12,466	13,155	0	105.5%
Caroline	85.4	66.2	19.2	16,135	12,514	3,621	77.6%
Carroll	313.8	315.6	0.0	12,298	12,368	0	100.6%
Cecil	216.7	188.9	29.8	14,641	12,648	1,993	86.4%
Charles	348.8	332.0	16.8	13,721	13,082	660	95.2%
Dorchester	75.6	61.4	14.2	16,496	13,401	3,094	81.2%
Frederick	525.9	490.1	35.8	13,253	12,350	902	93.2%
Garrett	53.1	50.0	3.1	14,313	13,488	845	94.1%
Harford	493.8	438.7	55.1	13,431	11,932	1,499	88.8%
Howard	651.1	790.8	0.0	12,390	15,047	0	121.4%
Kent	30.5	28.9	1.6	15,482	14,680	802	94.8%
Montgomery	2,274.3	2,199.1	75.2	15,129	14,629	500	96.7%
Prince George's	2,230.9	1,678.8	552.1	18,901	13,772	4,529	75.3%
Queen Anne's	97.9	88.4	9.5	13,088	11,820	1,269	90.3%
St. Mary's	226.5	201.7	24.8	13,349	11,887	1,462	89.0%
Somerset	47.7	41.1	6.6	17,453	15,047	2,407	86.2%
Talbot	64.0	52.0	12.0	14,639	11,884	2,755	81.2%
Washington	323.0	279.2	43.8	14,834	12,822	2,012	86.4%
Wicomico	230.9	184.1	46.8	15,868	12,654	3,214	79.7%
Worcester	90.9	104.7	0.0	14,488	16,693	0	115.2%
State Total	\$13,005.9	\$11,595.9	\$1,576.0	\$15,396	\$13,727	\$1,866	87.9%

Anchoring is a tool used in politics as well. Baltimore City Public Schools CEO Sonia Santelises proactively anchored our conversation about BCPSS school funding with a thorough and effective public narrative. In it, she painted a bleak picture: decreased enrollment, rising teacher salary/benefit costs, mandated 21st century building and Pre-K funding all added up to a 130-million-dollar deficit which could lead to 1,000 layoffs over the summer.

After weeks of letter writing, demonstrating, and advocating at the state house by community members, Annapolis leaders and the Mayor agreed on a \$180 million funding package spread over the next three years.

Sixty million dollars for 2017! WHOA! Relative to the anchor of cutting 130 million from next year's budget, this is a cause for celebration.

Or is it?

Let's look at the same event, through a different lens. Let's reset our anchor to one that acknowledges recent historical context, the state constitution, and the economic, political, and moral decisions and policy making of the past two decades. Instead of focusing on a single year deficit, we should consider the sum of the deficits

incurred over time, or what scholar Gloria Ladson Billings calls our "education debt."

The state has repeatedly and consistently underfunded Baltimore City Public Schools in violation of their own constitutional definition of adequacy, upheld by the courts multiple times. In 1996, Maryland Circuit Court Judge Joseph Kaplan found in *Bradford vs. MD State Board of Education* that "the public school children in Baltimore City are not being provided with an education that is adequate when measured by contemporary educational standards."

The Bradford plaintiffs and the State entered into a consent decree under which the State agreed to "provide a meaningful and timely remedy...to meet the best interests of the school children of Baltimore

City." The short-term funding fix agreed to (among other reforms) an infusion of funding for the following four years, and an opportunity to ask for further funding in 1999.

The school system submitted a plan explaining its need for an additional \$260 million per year, a figure affirmed by both Judge Kaplan and the consulting firm Metis (picked by the state itself) to be an

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“adequate” per pupil expenditure.

In 2002 based on the Thornton Commission’s study, a new education formula became law- one which was slated to deliver the \$260 million to Baltimore (along with over \$1 billion to other school districts) over the next six years. The slow ramp-up of funding and a City Schools budget crisis led the court in 2004 to reaffirm the continued underfunding, and deliver a memorandum opinion stating that the “constitutional violation” was still in effect.

Between 2004-2008, funding was increased to meet adequacy requirements gradually rather than immediately. Furthermore, from 2009-2016 the state changed the per-pupil spending amount for inflation, in some years allowing no inflation increase at all, and did not consistently fund the Geographic Cost of Index element, further adding to the education debt. Finally, between 2010-2017 the casino revenue put into the education trust fund did not match the actual budget increases for K-12 education. Summarized below:

- 1996-2000 = \$1,300,000,000 (Less than the Metis firm per pupil number)
- 2001-2004 = \$834,000,000 (Less than what the Thornton formula required)
- 2004-2008 = Unknown (Gap from gradual rise instead of jumping right to adequacy)
- 2009-2016 = \$1,000,000,000 (Gap from not fully funding the Thornton formula)
- 2010-2017 = Unknown (Casino revenue that didn’t make it to schools)

When adding up this gross underfunding of BCPSS, which is nothing short of the crime of theft being committed against the predominantly Black youth who attend these schools, we reach a very rough education debt to Baltimore City of 3.2 BILLION DOLLARS!

Let’s remember that this astronomical number doesn’t even represent what excellent funding for our kids would look like. After all, Baltimore’s private schools, that serve the wealthy and well-off children of the elite charge \$25-40,000 a year! We’re just talking about adequate funding, and we fall grotesquely short of even achieving that.

So is HB 684’s infusion of money

really worthy of celebration? If our starting point - our anchor - is determined by simply following the law, then the end result of HB 684 is that BCPSS is receiving an additional cut beyond the inadequate and unconstitutionally low status quo of today, never mind the accumulated debt of the past two decades.

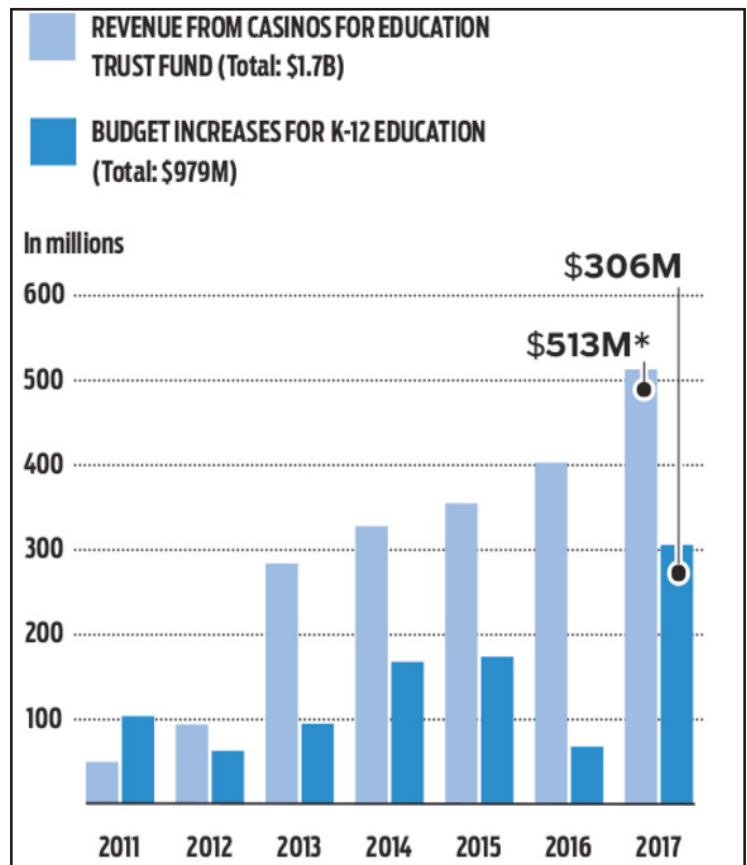
Imagine how much more our students could have accomplished with smaller class sizes, wrap around services, the arts,

and enrichment opportunities that 3.2 billion would have allowed.

How many more students would have stayed in school instead of dropping out? How much more stability would our buildings have if teachers weren’t overwhelmed and under-resourced, leading to a regular exodus of veteran educators? How many more families would stay in the city if they could send their kids to a well-resourced local public school?

These questions haven’t been considered because the anchoring effect creates a gravitational pull on our minds towards past narratives and actions. Tragically in Baltimore that means a history of injustice and false claims of poverty whenever the government has to equitably fund black children’s education. It has even our best advocates accept an ahistorical framing, focusing on one year deficits and blaming red herrings rather than addressing the real issue.

Inadequate education for poor people and black people is a practice that goes back to the founding of our country. African Americans were forbidden an education during the period of enslavement. After emancipation, freedmen’s schools



existed, but their purpose was the maintenance of a servant class. During our long period of legal apartheid, African Americans attended schools whose only materials were the old cast-offs from White schools. In areas in need of farm labor the typical school year was only four months long. Black students in the south did not experience universal secondary schooling until 1968.

If the imaginations of our current leaders aack the strength to escape the gravitational pull of the anchoring effect, then we need to re-set their anchors, first by re-setting our own. Let’s repeat to ourselves over and over again that this current crisis has been manufactured over decades by the illicit failures and racist policies of our national and local governments, and is only the most recent iteration of our failure to live up to our country’s ideals of democracy and equity.

Let’s remember that 130 million dollars is nothing compared to the 3.2 billion dollars we can prove is owed to the district (let alone monies owed due to previous underfunding). Let’s address once and for all the legally required adequate annual funding and historical education debt.

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The PSLRB is the body that governs this process and serves as arbitrator if necessary. Since its inception in 2010, the PSLRB has never overseen an impasse that has resulted in a contract being imposed through binding arbitration.

In 2016 the PSLRB issued at least four impasse determinations (Anne Arundel, Carroll, Harford, and Washington Counties). In each case teachers voted on the final contract. Anne Arundel alone has been in mediation four different times during the past seven years with three different mediators.

COMAR specified Timeline:

- Within 10 days of a receiving a request for an impasse determination, the PSLRB must request best and last offers, and determine whether an impasse has been reached or not.

- Within five days of an impasse determination the two parties jointly pick a mediator.

- Within 14 days of an impasse determination the two parties must commence mediation.

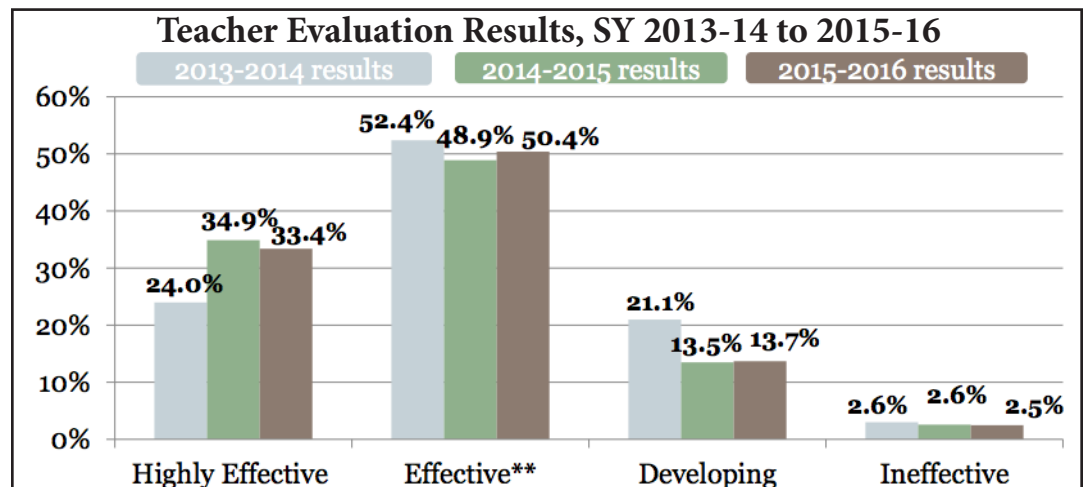
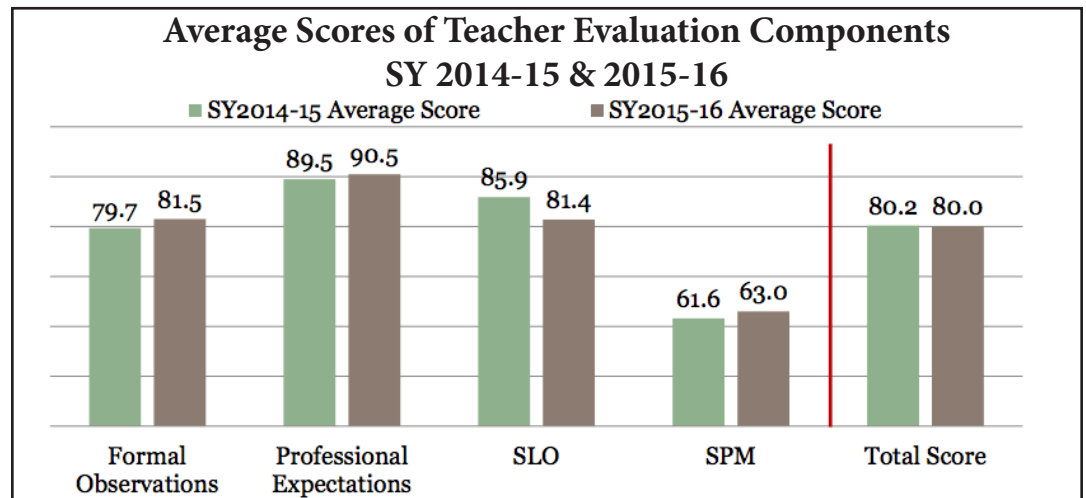
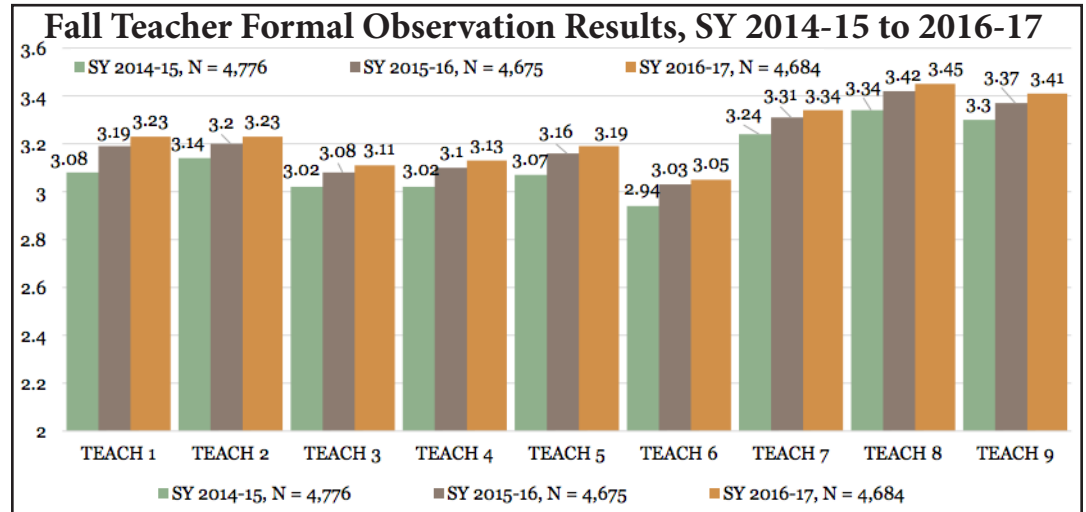
- Mediation shall be concluded in 25 days.

- Within five days of a proposed settlement the parties must let the mediator know if it's accepted in whole, accepted in part, or not accepted and request arbitration before the PSLRB (arbitration would then initiate another timeline of action).

Only contract articles not agreed to by the BTU & BCPSS are considered for mediation/arbitration. These areas are listed in the initial request for an impasse determination to the PSLRB. Currently, the impasse paperwork is not publicly available. Given what the union has stated, 5.1 Compensation/Wage Rate will be the primary topic in mediation. 5.2 Career Pathways may also be included.

Did You Know? The BMORE Newsletter will regularly include little known or overlooked Baltimore City Schools data. This month's data was presented at a January School Board meeting. Over the last three years, BCPSS teachers improved their observation performance scores as measured by the instructional framework.

During the same time period, teachers received declining scores for the SLO evaluation component. Significantly more teachers received a “developing” final evaluation result during the 2013-2014 school year than other years. Since then, all four evaluation ratings have remained relatively stable. Complete data for the 2016-2017 school year has not yet been released. -Zach Taylor





Baltimore Movement of Rank-and-File Educators

OUR 6 PRINCIPLES

1. We stand for a union that **organizes educators**, responds to their concerns, **practices democracy**, and uses activism to fight for **social justice**.
2. We respect **meaningful teaching** and learning that supports students as **unique individuals**. Educators and students alike deserve **opportunities to grow** and **equitable assessments** of our performance.
3. We know that rich, holistic educational experiences are impossible without a **better resourced environment**. We know that a **strong contract** allows teachers to fully invest themselves in their work.
4. We work to **amplify the power of educators, parents and students** in the decision making process at the school, district and state level.
5. We will work to counteract Baltimore's history of disenfranchisement by **intentionally promoting the voices and leadership of educators of color within our group**.
6. We will **advocate** for policies that address the **social and economic challenges** of our neighborhoods and city.

Contact us @ BMOREcaucus@gmail.com

WHAT WE'LL FIGHT FOR!

At the school site

- ✓ Fair and equitable evaluations
- ✓ Rich, meaningful, and stimulating PD
- ✓ Organizing teachers to exercise a stronger voice in school-based decisions

At the BTU

- ✓ Negotiations that are open to the public
- ✓ Accessible BTU election and contract voting
- ✓ Quicker response to communications and the grievance process

In the district and state

- ✓ Greater funding
- ✓ Smaller class sizes
- ✓ More counselors and support staff
- ✓ Health care
- ✓ Child care
- ✓ Good jobs/Living wage
- ✓ Criminal justice reform
- ✓ Fair development
- ✓ Affordable Housing
- ✓ Immigrant rights
- ✓ LGBTQ rights