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April 16, 2021

Board of Education of Prince George's County
ATTN: Appeals/Transfer Matters
14201 School Lane, Room 121
Upper Marlboro, Maryland 20772
board.appeals@pgcps.org

**Re: Before & After School Extended Learning Program
(BASELP) Closure Board Appeal, Section 4-205**

Dear Board Members,

Our firm represents the Association of Classified Employees, American Federation of State, County, and Municipal Employees, Local 2250, AFL-CIO ("Local 2250" or the "Union") in this appeal. Please accept this letter as Local 2250's statement of position in response to your March 19, 2021, request for evidence.

On February 26, 2021, Prince George's County Public Schools' (PGCPS or the "District") Chief Executive Officer Dr. Monica Goldson closed the Before and After School Extended Learning Program (BASELP), which had for many years been an integral part of the PGCPS educational experience and a vital support system for PGCPS families. The decision to shutter the program sent shockwaves throughout the District. The BASELP employees, many of whom have served the PGCPS community for decades, have had their positions eliminated and have been forced to accept reassignments with significant salary, work hour, and work year cuts. Meanwhile, PGCPS parents and students are left in limbo as the District solicits proposals from private contractors to replace the services that the BASELP provided.

The COVID-19 pandemic has no doubt presented challenges for the BASELP, but closing the program was the wrong response to these challenges. Moreover, the way that this decision has been implemented has caused substantial harm to longtime PGCPS employees and has exposed the Board to potential liability under the collective bargaining agreement with Local 2250. As the collective bargaining representative of the displaced BASELP staff members, Local 2250 respectfully urges the Board to overturn or modify Dr. Goldson's decision.

BASELP Closure Board Appeal

April 16, 2021

Page 2

I. The Union and its Collective Bargaining Agreement

Local 2250 represents PGCPs's educational support personnel, including the former BASELP employees. As a union of public educators and support staff, Local 2250 advocates for high-quality public education and robust public services for students, their families, and our communities. Traylor Decl. ¶ 3.

Local 2250 is party to a collective bargaining agreement (the "Agreement") with the PGCPs Board. Traylor Decl. ¶ 14. Under Article 9, Section 5 of that Agreement, bargaining unit employees whose positions are reduced in grade or who are "involuntarily transferred due to a school closing or [a] decline in enrollment" are entitled to one year of pay retention at their current salary level. *Id.* The Agreement also requires the Board and the Union to jointly study and address issues of "contracting out work normally performed by Local 2250 members." *Id.* ¶ 18, Exh. C, Art. 7, Sec. 15. These are critical, bargained-for benefits and protections for members of the bargaining unit.

II. The Before and After School Extended Learning Program

For many years, the Before and After School Learning Program has provided invaluable educational and care services to PGCPs students and families. Traylor Decl. ¶ 5. The program offered safe, enriching learning environments at 41 locations throughout the District, with curricula designed to enhance students' social, cultural, educational, and physical development. *Id.* The program also featured a highly skilled and deeply dedicated veteran workforce of at least 105 employees across the District. *Id.* ¶¶ 4, 6.

III. The BASELP's Abrupt Closure

On January 28, 2021, CEO Goldson informed BASELP employees that the District would be closing the BASELP, effective February 26, 2021. Traylor Decl. ¶ 7. BASELP workers were told that their positions would be eliminated and that they would be reassigned to other positions within PGCPs. *Id.*; Bacote-Owens Decl. ¶ 8; Walker Decl. ¶ 5; McQueen Decl. ¶ 6. Workers also learned that the District would contract out the BASELP work to the private sector going forward. Traylor Decl. ¶ 7.

In the days following Dr. Goldson's announcement, BASELP employees received letters from PGCPs Human Resources explaining that the District was making "[e]very attempt ... to identify opportunities for employees to be placed in existing vacancies within the same classification, grade, or salary in which they meet the minimum job qualifications." Traylor Decl. ¶ 8; Bacote-Owens Decl. ¶ 9; Walker Decl. ¶ 9; McQueen Decl. ¶ 7. However, the reassignment offers that many

BASELP Closure Board Appeal

April 16, 2021

Page 3

BASELP employees ultimately received were for drastically different positions than what they had in the BASELP. Traylor Decl. ¶ 9; Bacote-Owens Decl. ¶¶ 10-11; Walker Decl. ¶¶ 10, 13; McQueen Decl. ¶¶ 8-9. In many cases, the reassignments were effectively demotions, carrying with them substantial cuts in pay, work hours, and benefits.

IV. Closure of the BASELP Harms the PGCPS Community.

The decision to close the BASELP and to privatize before and after school learning and care services has already had dire financial, professional, and personal consequences for Local 2250 members. Traylor Decl. ¶¶ 9-11, Exh. B. BASELP employees have seen their hourly rates slashed, Bacote-Owens Decl. ¶¶ 10-11; Walker Decl. ¶¶ 10, 13; McQueen Decl. ¶ 9, their work hours cut, Bacote-Owens Decl. ¶¶ 10-11, 18; Walker Decl. ¶ 13, and their earned benefits erased, Bacote-Owens Decl. ¶ 19. They have also seen their job duties, professional opportunities, and career trajectories shift drastically over the course of a few weeks in the middle of an unprecedented academic year. Bacote-Owens Decl. ¶¶ 20-23; Walker Decl. ¶¶ 15-16; McQueen Decl. ¶¶ 10-16. These abrupt changes have hit BASELP workers and their families hard. Bacote-Owens Decl. ¶¶ 14-19; Walker Decl. ¶¶ 13-14. If the District is unable to quickly secure substitute services from the private sector that are as safe, affordable, and reliable as the BASELP, then PGCPS students and families will suffer as well. Traylor Decl. ¶¶ 20-21; Walker Decl. ¶ 17.

The BASELP closure has also been implemented in a way that violates the Agreement between the Board and Local 2250. BASELP employees have had their positions reduced in grade and they have been transferred as a result of their program's closure. Under the terms and spirit of Article 9, Section 5, they are entitled to one year of salary retention. Traylor Decl. ¶¶ 14-15. By denying BASELP employees this negotiated, save-grade benefit, the District has violated the Agreement. *Id.* It has also violated the Agreement by issuing a request for proposals from the private sector to subcontract bargaining unit work without jointly studying and addressing these issues with the Union. *Id.* ¶ 18.

V. The Need for Board Intervention

Because the CEO's closure and privatization of the BASELP is harmful to the PGCPS community and violative of the Board's Agreement with Local 2250, the Board should exercise its authority under the Maryland Education Article, §§ 4-205 and 4-403, to overturn or modify the decision. As a signatory to the Local 2250 Agreement, the Board must ensure that PGCPS leadership is complying with the terms of the Agreement. Failure to demand compliance, therefore, could subject the Board to potential liability. Traylor Decl. ¶ 18. The Board could avoid this hazard here by reversing the CEO's decision to eliminate BASELP or by modifying the

BASELP Closure Board Appeal

April 16, 2021

Page 4

decision so that affected employees would receive the save-grade benefit to which they are entitled. As this is a personnel matter, the Board could do either with a simple majority of votes. *See* Md. Code, Educ. § 4-403(b).

VI. Conclusion

Given the above, the Union respectfully requests that the Board sustain the Union's appeal and reverse or modify CEO Goldson's decision to eliminate PGCP's Before and After School Extended Learning Program.

Sincerely,
MURPHY ANDERSON PLLC

/s/
Brenda C. Zwack
Adam Breihan

Copy to:

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Enclosures

1. Declaration of Timothy Traylor and Exhibits A-D.
2. Declaration of Dr. Latasha Bacote-Owens and Exhibits A and B.
3. Declaration of Virginia Walker and Exhibit A.
4. Declaration of Kecia McQueen and Exhibits A and B.