

PGCEA Language Proposals
January 20, 2022

Recognition, Rights, and Grievance Procedures

Article 1.3 COMMUNICATIONS IN WRITING

Any written communication to be given by one party or the other under this Agreement, will be given by email, registered mail, and/or regular carrier. If given by the Board, said notice will be sent to the Prince George's County Educators' Association, 8008 Marlboro Pike, Forestville, Maryland 20747. **Email communication shall be sent to the PGCEA President and Executive Director.** Either party may, by written notice, change the address at which notice to it may be given.

The PGCEA President and Executive Director will be included in any system wide or Unit I employee related communications. Such communications will be sent to the PGCEA email addresses shared by the Association.

Article 1.8 LABOR MANAGEMENT RELATIONS COMMITTEE

The parties agree that there shall be a committee composed of not more than four members appointed by PGCEA and four members appointed by the Chief Executive Officer. The Committee will be co-chaired by the Chief Executive Officer/designee and the Association/designee. The parties agree to collaborate in a respectful and meaningful manner and within a timeframe that provides an opportunity to formulate solutions to common issues. ~~Within ninety (90) days of the signing of this Agreement, the assigned committee members shall select the trainers/consultants to be trained in Interest Based Bargaining (IBB) techniques. The cost for such trainers/consultants shall be at the Board's expense.~~ The committee will meet monthly or as otherwise mutually agreed to exchange views and information, address matters of interest and mutual concerns and explore opportunities for mutually advantageous ways to improve the relationship between the parties and improve the effectiveness of the school system. The Labor-Management Committee will, as the parties deem appropriate, establish subcommittees to address ~~particular~~ topics of mutual interest that will enhance the work environment for staff.

Article 2.7

The Board shall not hire contract employees not directly employed by PGCPs for any positions assigned to Unit I without notification, discussion, and the agreement of PGCEA.

Article 4.3 PROFESSIONAL ORGANIZATION INVOLVEMENT LEAVE

When the need arises, officers, **Board members**, committee chairpersons and members designated by approval of the Board of Directors of PGCEA may attend essential local, state, and national meetings with no loss of pay or personal or annual leave. No more than a total of ~~150~~ **300** days aggregate and cumulative for all professional employees or ~~five (5)~~ **ten (10)** days for any one individual shall be approved in any school year. Exceptions to this provision shall be a ~~ten~~ **twenty (20)** day maximum each for the elected treasurer of the Association and one other individual designated by the Association. Other exceptions may be granted upon approval by the Chief Human Resources Officer. When the immediate supervisor is unable to make emergency arrangements, the Board will be reimbursed by PGCEA for the cost of substitutes used on a full or half-day basis. Application for such leave shall be made in writing to the Chief Human Resources Officer as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. PGCEA and its officers recognize and agree that this privilege should not be abused. This section does not apply to summer school teaching ~~or persons on eleven-month contract.~~ The Board will develop appropriate leave codes for use when PGCEA members are absent from their work location for professional organization involvement leave.

The Board will grant up to two hundred (200) days of Union Business Leave for use by PGCEA members who are elected as representatives to the Annual Convention of the Maryland State Education Association (MSEA), for purposes of participating in the Convention, in years when the Board schedules the Friday of the Convention as an instructional day. If the Friday of the Convention is scheduled as a Unit I professional development or other non-student workday, attendance at the Convention shall be accepted by PGCPs as appropriate use of that day.

Reduce the Unsustainable Workload on Educators

Article 3

12. Telework: A work arrangement that allows a Unit I member to perform work, during any part of regular, paid hours, at an alternative worksite such as their home.

Article 6.1 A.

1. Subject to the PGCPs Calendar, of the above number of days, time will be scheduled for Unit I members when students are not in attendance on a day near the end of each of the first, second and third grading periods in order that Unit I members will be able to devote such three ~~one-half~~ days to complete required reports and hold parent conferences. **Unit I members shall be allowed to telework on these days.**
- 2.
3. ~~In preparation for the Middle States Evaluations of High Schools, the chairperson of each official faculty committee shall have scheduled the equivalent of one workday for the purpose of preparing required reports in the evaluation process. Official Faculty Committee shall be those determined in Section 1-10, including the subcommittees of Section 4 in the Evaluative Criteria edition being used by that school. The school-wide Chairperson of the Middle States Evaluation Committee shall have scheduled the equivalent of three (3) workdays to complete the report.~~
Of the above number of days one 7.5-hour day will be used by Unit I members to complete required web-based training (such as Smart Schools training videos). This workday will be included as one of the 192 required duty days as a floating telework day scheduled by each Unit I member to complete assigned video training which must be finished by published due dates. Assigned web-based training will not total more than 7 hours.
6. School Counselors shall be 11-month Unit I positions. Each high school will have a minimum of two 12-month positions. The 12-month positions will be offered to the two most senior school counselors at each school. If a counselor in line for the 12-month position declines, it shall then be offered to the next most senior counselor until the position is filled.
7. Pupil Personnel Workers shall be 12-month Unit I positions.
8. School Psychologists shall be 12-month Unit I positions.
9. A full time, 11-month Athletic Director position will be added at all PGCPs comprehensive high schools and other schools with a full athletic program comparable to a comprehensive high school. Athletic Directors will be Unit I members. Athletic Directors shall receive a 10% salary differential.

Article 6.2 A. 1.

The normal workday for Unit I members ~~employed for ten months~~ shall be 7 1/2 hours inclusive of lunch time. Unless otherwise agreed this shall be a continuous block of time. ~~The time before and after school may be scheduled on a more flexible basis.~~ **Unit I members working during the summer break, will be given the option of a four-day work week with longer daily hours if the system implements such a schedule.**

Article 6.2 B. Lunch Period

Each Unit I member shall be provided a lunch period free of duty each regularly scheduled school day as established by Maryland School Law. The period shall extend for at least thirty (30) minutes ~~unless the regular lunch period scheduled for students is for a lesser period of time, in which case, the unit members' schedule may coincide with the students.~~ However, the principal may schedule up to a thirty (30) minute duty free lunch period for Unit I members where the students' lunch period is less than thirty (30) minutes. ~~At the elementary level, a total of thirty (30) minutes will be provided during the lunch/recess time period.~~ Changes will only be made due to unforeseeable circumstances. The principal is responsible for implementing this provision. Any difficulty in scheduling that would prevent this should be reported immediately to the Associate Superintendent.

Article 6.2 C. Planning Time

1. ~~The Labor Management Relations Committee will meet and discuss the scheduling of planning time for secondary classroom Unit I members and jointly identify solutions that will be submitted to the Chief Executive Officer and President of PGCEA. A Joint Committee composed of elementary PGCEA members and other stakeholders will meet to explore ways to provide more elementary planning time during the workday. Recommendations from the joint PGCEA/PGCPS Joint Elementary Planning Time Committee shall be used as a foundation by the administration for consideration to provide additional elementary planning time for Unit I members. Recommendations shall be completed by January 1, 2020.~~

Schools shall be closed three (3) hours early on a biweekly basis. Time on these early release dates shall be for individual unit member directed planning time. Unit I members will be permitted to leave the building after student dismissal and their regular assigned duties are met.

Article 6.2 C. 2.

- a. Secondary Schools: ~~The principal shall schedule a continuous block of forty five minutes daily of planning time during the workday of 7 1/2 hours for each teacher.~~ **Unit I members shall receive a continuous block of planning time equal to a full class period or 45 minutes, whichever is greater. Secondary planning time shall be scheduled during the student day.**
- b. Elementary Schools, Early Childhood Centers, and Special Education Centers: The principal shall schedule ~~225~~ **a minimum of 320** minutes of planning time for each ~~teacher~~ **Unit I member** per regular work week of five normal workdays. **240 minutes shall be scheduled during the student day and in daily blocks no less than 40 minutes. The additional 80 minutes can be scheduled outside the student day in blocks not less than 20 minutes.** ~~In addition to the 225 minutes of planning time scheduled weekly, each principal shall schedule a block of thirty (30) minutes or the time equal to scheduled student lunch and recess periods (but not less than 25 minutes) of daily uninterrupted planning time during student lunch and recess periods for each elementary teacher.~~ The principal will provide the planning time schedule at least one week in advance and changes will only be made in the event of unforeseeable circumstances.
- c. Except as may be necessitated by G. below, Unit I members will be responsible for determining the use of their planning time in accordance with C. above. **Attending required meetings, such as IEP, 504, RTI, SIT, parent conferences- or other such meetings shall not be counted toward the**

required minimum planning time. If a Unit I member is required to attend such a meeting during their regularly scheduled planning time, the administration will reschedule their planning time within the same day to meet the minimum requirements.

- d. Elementary, ECC and Regional School creative arts teachers shall be provided 5 minutes of transition time between classes.
- e. If a Unit I member is required to assist with test administration during their scheduled planning time or lunch, the administration will reschedule their planning time or lunch within the same day to meet the minimum requirements.

Article 6.2 D. Collaborative Planning

1. Any non-instructional time labeled as collaborative planning shall not be counted towards required minimum Planning Time as described in Article 6.2 C.
2. ~~The administration and Representatives selected by PGCEA will meet to provide recommended expectations for collaborative planning sessions that focus solely on instructional improvements. Recommendations will be made by January 1, 2020.~~

Collaborative Planning shall be based on the following essential tenets:

- a. Collaborative Planning is scheduled in addition to an educator's individual contractual planning time. Collaborative Planning must not take place during contractual planning time.
- b. Collaborative Planning is a time for grade level/ content area teams/departments to work together to meet the needs of their students.
- c. The agenda of Collaborative Planning is driven by the educators in the grade level/ content area team/department.
- d. Collaborative Planning is an opportunity to work together as collegial instructional teams.
- e. Collaborative Planning should examine each of the four components of planning: Data Inquiry Process, Examining Student Work, Lesson Planning, and Study Group. The instructional team shall determine which components will be discussed during each meeting.

Article 6.2 E. Substituting

1. Any Unit I member who volunteers or is assigned to cover or teach a class other than their regular scheduled class assignment shall be compensated in addition to their regular pay at the hourly rate of ~~eighteen dollars (\$18.00)~~ fifty dollars (\$50.00) payable in no less than one (1) hour increments.
2. In the event that a unit 1 member is absent and no substitute is available and the principal divides a class between staff members, the unit members to whom the students are assigned shall be compensated in addition to their regular pay at the ~~established long term degree substitute~~ hourly rate of ~~eighteen dollars (\$18.00)~~ fifty dollars (\$50.00) for each instructional period additional students are assigned to them, payable in no less than one hour increments.
3. When a Unit I member assigned to a co-taught class is absent and no substitute teacher is available the remaining co-teacher shall be compensated in addition to their regular pay at an hourly rate of ~~eighteen dollars (\$18)~~ fifty dollars (\$50.00) per each student instructional hour in no less than half hour increments.
4. Any Unit I member who volunteers or is assigned to cover or teach a class during their planning period shall be compensated in addition to their regular pay at the hourly rate of seventy-five dollars (\$75.00) or their hourly rate, whichever is higher, payable in no less than one (1) hour increments.

Article 6.2 F. Covering for Non-classroom Based Educators

1. Non-classroom-based educators covered by this language include school and non-school based Unit I members who are not teachers of record and/or do not work in classrooms as part of their regular assignments. These positions include, but are not limited to, professional school counselors, media specialists, psychologists, pupil personnel workers, speech and language pathologists, therapists, Instructional Lead Teachers, mentors, subject instructional specialists and school testing coordinators.
2. In the event a Unit I member volunteers or is assigned to cover the caseload/work of an absent non-classroom-based or non-teacher of record educator in addition to their regular assignment, they shall be compensated in addition to their regular pay, three hundred and fifty dollars (\$350) or their daily rate, whichever is higher, per day.
3. In the event a non-classroom-based educator is absent, and the principal/supervisor divides the work/caseload between two staff members, the unit members to whom the work is assigned shall be compensated, in addition to their regular pay, one hundred and seventy-five dollars (\$175) or one-half their daily rate, whichever is higher, per day. If the work/caseload is divided between three staff members the unit members to whom the work is assigned shall be compensated, in addition to their regular pay, one hundred twenty dollars (\$120) or one-third their daily rate, whichever is higher, per day. Work/caseloads shall not be divided between more than three Unit I members.

Article 6.2 G.

School Administration will work collaboratively with Unit I members and the Faculty Advisory Council to develop an equitable duty schedule for all staff members for lunch, recess, and other required duties overseeing the student population. Should an unscheduled emergency require that a Unit I member not receive all or a portion of his/her planning time for the purpose of lunch/recess duty coverage, the member will be compensated in addition to their regular pay at the hourly rate of ~~twenty dollars (\$20)~~ **seventy-five (\$75.00)** in no less than half hour increments for that planning period. This entitlement does not include days where the school system has a delayed opening or early dismissal.

Article 6.2 J. Early Departure

2. When an individual school is closed for an emergency, Unit I members will remain on duty ~~unless the decision is made that the entire building is uninhabitable~~ **but shall telework until the school reopens.**

Article 6.2 M.

Non School-Based Unit I members, may, in coordination with their supervisor, adjust their weekly work schedule as these educators and their supervisor determine given the priorities and scope of the work. This may include telework options.

Article 7. A.

Secondary Unit I members will be assigned to their major or minor field of certification and should not be assigned more than ~~three~~ **two** different subject preparations. Preparations are defined by different course codes (ex. AP, on-level, honors, ~~co-taught~~) taught at different times.

1. ~~In the event that~~ **If** scheduling necessitates a variation, the principal shall give the reason in writing to the teacher **and provide the teacher an opportunity to discuss their schedule.**
2. A teacher may volunteer to teach more than ~~three~~ **two** preparations in a school year.
3. If a teacher must be assigned to teach more than ~~three~~ **two** different preparations, the principal ~~will make reasonable efforts to~~ **shall** provide accommodations ~~to,~~ **in consultation with** the teacher to account for the expanded planning responsibilities. This would include reduced duties or additional planning time as an accommodation.

Article 7. B.

Unit I members will be provided tentative assignments in writing by the principal/supervisor for the following school term on or before the last duty day for ten-month employees. Such assignment may not be changed after the last duty day unless unforeseen circumstances cause the principal to make such changes. When changes need to be made, notification setting forth the reasons for the change shall be promptly given to the Unit I member **in writing** at the address on file in the school **and by email sent to their PGCPS email address. A school administrator/supervisor will also attempt to reach the Unit I member by the phone number on file to discuss the change in schedule.** ~~If the Unit I member cannot be reached by telephone, the notice shall be sent in writing.~~

7. E. **Co-taught Classes**

~~The administration and representatives of PGCEA will meet to collaboratively work on recommendations to improve the services to students in co-taught classrooms while seeking to address the concerns of educators in these settings. Recommendations shall be made by January 1, 2020.~~

1. **Special educators, ESOL teachers, and general educators assigned to co-taught classes will be provided shared professional development to foster a stronger relationship and understanding of how to co-teach. This will be scheduled during the system or school based professional development provided at the start of the school year before students return.**
2. **PGCPS shall pilot co-teaching in two content areas only at two different high schools and two different middle schools (schools without special education programs) - English and Math to determine if this will improve the caseload responsibilities, collaborative planning, and teacher preparation. This pilot shall occur during the 2022-23 school year.**
3. **Secondary special educators will be assigned as co-teachers in one content area to build capacity and knowledge in the specific content areas and to ensure special educators understand the progressive instructional requirements in English or Math from grades 9 - 12.**
4. **PGCPS and PGCEA shall establish a joint elementary resource teacher task force designed to examine and recommend how to implement a schedule that enables special education teachers to better serve students in grades K-5 or K-6. Taskforce participants shall include elementary resource teachers, administrators, and general education teachers. The PGCEA President shall assign the Unit I member participants. The task force shall issue recommendations to the CEO of PGCPS and the PGCEA President by June 1, 2023.**
5. **PGCPS shall expand the implementation and use of technology in secondary classrooms to provide access to the general education curriculum using accommodations to reduce the impact and challenges at the secondary level in the implementation of accommodations.**

Article 7. G.

The principal shall be responsible for obtaining substitutes for classroom teachers who are absent. **Unit I members shall not be responsible for finding substitutes for their primary or assigned duties, such as arrival, lunch, or dismissal duties.**

Article 7 M.

Special Education teachers **and related service providers** will be released from teaching and other duties at least ~~five (5) days per school year~~ **one day per month from September to June**, to work on paperwork/IEP compliance ~~at their work location~~. These days will be scheduled through agreement between the teacher and principal ~~with no more than two (2) occurring in any one quarter~~. Teacher requests for the placement of these days will not be unreasonably denied. Substitutes shall be provided to cover any teaching or co-teaching assignments. **Unit members shall be allowed to telework on these days.**

1. Agreed upon release time shall be in addition to any other school district provided leave or preparation time.
2. To the extent possible, employees shall have access to computers, printers, software, and all other appropriate materials necessary to complete IEP's.

Article 8 E.

Attendance at meetings of Unit I members called for purposes directly related to the educational process shall be required duty. Faculty and other ~~teacher~~ **mandatory Unit I member** meetings shall require notification at least ~~forty-eight (48) hours~~ **seven (7) calendars** days in advance except in emergencies and shall not ~~normally~~ last more than one hour before or after the student day. Except in emergencies there shall be no more than two general faculty meetings per month ~~excluding the months of August and June when three general faculty meetings may be held each month.~~ Unit I members will not be required to attend more than two meetings per month that extend beyond the normal duty day including the general faculty meetings. Unit I members ~~at elementary schools~~ will not be required to attend more than four **mandatory staff and/or professional development** meetings per month during the duty day ~~unless there are unforeseen circumstances.~~ **The principal/supervisor will be responsible for sharing a faculty/staff meeting calendar with the staff within the first five (5) duty days of the 10-month employee calendar.**

Article 8 F.

Unit I members are encouraged to take an active role in the school parent organization and each Unit I member is required to attend **one Back-to-School Night event beyond the regular duty day.** Unit I members with multiple school assignments shall only be required to attend **one Back-to-School event** at their base school.

Article 8 G.

Unit I members shall not be responsible for taking or recording student attendance on days they are absent, including when at professional development sessions or other training. Each school principal, in consultation with the Faculty Advisory Council, shall develop a plan to check and record attendance when a Unit I member is absent. This language shall apply to both in-person and distance learning.

Article 20. C.

When the Division of Curriculum and Instruction and the Chief Executive Officer approve major policy and curriculum changes, sufficient professional staff involvement will be initiated with ~~the local staff~~ **impacted school-based staff** before the changes are implemented at the ~~local~~ **classroom** level.

When financing and staffing are affected by a curriculum change, adequate time for the preparation and planning must be allowed before it is initiated at the school level.

1. **If the changes are Vendor Purchased:**

- a. **educators who are expected to implement new or substantially revised curricula at the beginning of the year, shall be provided access to all materials and training opportunities starting at least four weeks before the expected implementation date. Non-work periods, such as summer break, are not to be counted towards the four-week minimum.**
- b. **educators who are expected to implement new curricula or substantially revised curricula mid-year, shall be provided access to all materials and training opportunities starting at least four weeks before the expected implementation date. Non-work periods, such as winter break, are not to be counted towards the four-week minimum.**

2. **If the changes are PGCPs Developed:**

- a. **detailed outlines (including common tasks or required summative assessments, and a list of required readings and other activities) with timelines shall be provided to the teachers starting at least four weeks prior to the beginning of the semester during which the curriculum is scheduled to be taught. Non-work periods, such as summer or winter break, are not to be counted towards the four-week minimum, or**
- b. **The PGCPs curriculum materials for a unit shall be available to teachers who are expected to teach it starting at least four weeks before the unit is scheduled to be taught. Non-work periods, such as summer or winter break, are not to be counted towards the four-week minimum.**

3. When implementing a new vendor purchased curriculum, appropriate training for impacted staff shall be provided by the vendor.
4. Formal observations shall not be conducted of any Unit I member during the first quarter a new curricula or substantial revisions to curricula are implemented by that member.

Article 23.11 ATHLETIC DIRECTOR, **BAND DIRECTOR**, AND COACHING LEAVE

Athletic Directors, **Band Directors**, and **Unit I member** coaches ~~with less than 1500 students~~ will be provided ~~six (6)~~ **eight (8)** days of professional leave annually. ~~Athletic Directors and coaches with more than 1500 students will be provided ten (10) days of professional leave annually.~~ Use of leave days **is for the purpose of meeting the program requirements of the PGCPs athletic program only.** Use of leave requires prior approval of the school administration but shall not be unreasonably denied. Leave can be taken in hourly increments. The allotment will be available throughout the duration of this agreement.