PGCEA/Prince George’s County BOE Tentative Agreement

July 1, 2022 – June 30, 2025 Contract

**If ratified by the members of PGCEA and the Board of Education this agreement will be in effect from July 1, 2022 to June 30, 2025. All provisions, including salary improvements are retroactive to July 1, 2022**

The following language changes, organized around the PGCEA Bargaining Platform, are included in the tentative agreement:

***Fair Compensation for Highly Trained Educators:***

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| **Article 22.6**UNIT I SALARY SCHEDULE | 1. ***All eligible employees will receive one step increase effective July 1 of each year of this agreement.***
2. ***A 6% Cost of Living Adjustment (COLA) will be applied to all pay tables effective July 1, 2022.***
3. ***A 4% Cost of Living Adjustment (COLA) will be applied to all pay tables effective July 1, 2023.***
4. ***A 3% Cost of Living Adjustment (COLA) will be applied to all pay tables effective July 1, 2024.***
5. ***1% differential for eligible employees at the top of their grade for FY 2023, FY2024, and FY 2025.***
6. ***All permanent employees for PGCPS as of June 1, 2022, who are still permanent employees as of September 16, 2022, will receive a $1,000 one- time retention bonus. This payment will be made by separate payment not later than October 21, 2022***
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| **Article 23**EMPLOYMENT IN ADDITION TO REGULARASSIGNMENT | *I****ncrease all cells and lanes of the FY-23 PGCEA Differential Schedule by 4%******Increase all cells and lanes of the FY-24 PGCEA Differential Schedule by 4%******Increase all cells and lanes of the FY-25 PGCEA Differential Schedule by 4%.*** |
| **Article 23.6**COMPENSATORY EMOLUMENT PROGRAM | 1. Purpose

It is the purpose of the compensatory emoluments program in the Prince George’s County Public Schools to provide ~~instruction in a wide variety of activities for as many students in the elementary and secondary schools as can be accommodated. It is not to be a program only for school teams which participate in sports but it is also intended to provide activities in recreational and cultural programs approved by the Chief Executive Officer.~~ ***compensation for Unit I educators serving as club and/or service sponsors.******Increase all emoluments and activities 4% in FY23, FY24 and FY25*** |
| **Article 23.7**MENTOR TEACHER | Unit I members designated through written correspondence by the Division of Human Resources as Mentor Teachers, in addition to their normal teaching assignment, will receive a stipend of ~~$500.00~~ ***$750*** per teacher mentored during the school year. Assignment, training, and responsibilities will be coordinated through the ***Office of Professional Learning and Leadership.*** Payroll procedures shall be in compliance with established emolument payroll procedures. |
| **Article 21.1**TUITION REIMBURSEMENT | 1. Recommendations from the joint PGCEA/PGCPS Tuition Reimbursement Task Force shall be given primary consideration for changes to the tuition reimbursement program.
2. Funding for the Tuition Reimbursement Program shall be
3. ~~$2,000.000 in FY20~~ ***$4,000,000 in FY23***
4. ~~$2,000,000 in FY21~~ ***$4,000,000 in FY24***
5. ~~$2,000,000 in FY22~~ ***$4,000,000 in FY25***
6. Unit members shall be reimbursed up to ~~$411~~ ***$550*** per credit for up to nine (9) credits per contract year. Reimbursements will be established on a first come, first served basis subject to budgeted allocations andshall apply to the following:
7. Any course to maintain a valid teaching certificate
8. Any advanced degree or certification in the unit members’ field, current assignment, or a future certification.
9. An advanced degree in education.
10. An area of special need to the school system.
11. Any coursed taken for professional growth and contribution to the school system.
12. ***Unit I members shall be eligible for up to 39 credit hours of tuition reimbursement in total during service with PGCPS.***

Application for reimbursement will be accepted three times throughout the fiscal year. Only courses completed during the specified dates will be accepted during the appropriate submission dates. Requests received prior to the designated beginning date will be automatically denied. Any funds remaining at the end of the third submission/disbursement period will be divided equally for disbursement to applicants originally denied during the first and second periods based on first come first served basis so long as the applications were submitted prior to the original deadlines. |
| **Article 21.15**NATIONAL CERTIFICATIONS | A Unit I member who has successfully completed and attained NBTS certifications shall receive: 1. ~~A differential of $3,000 per year for each year the Unit I member maintains their NBPTS certification.~~ ***Unit I employees who qualify based upon Maryland State Department of Education's standards of definitions of "Teacher", "Certified", "Primarily Responsible and Accountable", " Working Time", Teaching Time" and "Percent of Time Teaching" shall receive a salary increase of $13,000 annually effective July 1, 2022 through June 30, 2025.***
2. The Board of Education shall reimburse the Unit I member for up to one (1) retake of the NBTS application **and/or testing** fee ~~($300)~~ ***up to $450.***
3. ~~A Unit I member who has a valid NBPTS certification that elects to teach in Turnaround Schools, Comprehensive Need Schools, and other low-performing schools as jointly identified by PGCEA and PGCPS shall receive an additional $2,000 per year from the district for teaching in the identified category of schools. Any Unit I member currently assigned to one of the aforementioned schools with a valid NBPTS certification shall be eligible for the additional $2,000 effective July 1, 2014~~***. Unit I employees who qualify in Section 21.15 A above, and who are assigned and serve in schools identified as "Low Performing Schools," will receive an additional $9,000 annually while serving in such identified schools effective July 1, 2022 through June 30, 2025.***
4. ~~Unit I members who have attained other national subject or discipline certifications where NBPTS certification does not apply, as approved by the Chief Executive Officer shall receive:~~
5. ~~A one-time lump sum payment of $1,000.~~
6. ~~A differential of $2,000 per year for each year the other applicable national certificate remains in good standing. All differentials under Article 21.15 shall be pension eligible.~~ ***Unit I employees who have attained NBPTS or national certifications in other subjects or disciplines who DO NOT meet the standards specified in Section 21.15 A above shall receive a salary increase of $4,000 annually effective July 1,2022 through June 30, 2025***.
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| **Article 6.2 K** | Extended Duty Day Compensation: ~~The Labor Management Committee shall meet to determine methods of compensation/ accommodations for Unit I members working extended duty hours for Outdoor Education, Field Trips, and related activities performed outside of the workday.~~1. ***Unit I members assigned and completing overnight activities with students at Camp Schmidt, and Hard Bargain Farm shall be paid two hundred dollars per night in additional compensation, up to a maximum of two nights, if the assignment is not a part of the member’s regularly assigned duties for the position as noted in the position description.***
2. ***Participation in overnight activities shall be voluntary, unless they are a part of the regular assigned duties for their position as noted in the job description. Unless it is required by their job description, Unit I members will not be penalized for declining overnight stay or extended duty day activities.***
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| **Article 22.2** PLACEMENT OF UNIT I MEMBERS ON THE SALARY SCHEDULE | 1. Salary Grades
* Bachelor’s Degree
* Bachelor’s Degree Plus 30 ~~At least fifteen (15) hours of the course work must be listed in a graduate school catalogue or be certified by the registrar as graduate level. With prior approval of the Chief Human Resources Officer, a maximum of fifteen (15) hours of state approved workshop and/or undergraduate course credit may be counted toward the bachelor’s degree plus 30 hours scale.~~
* Bachelor’s Degree Plus 45 hours and Master’s Degree
* Master’s Degree Plus 30
* Master’s Degree Plus 60
* Doctorate
1. ~~Approved course work that is not part of the requirements~~~~for the master’s degree may be counted toward the master’s~~~~degree plus 30 hours’ scale and master’s degree plus 60 hours’~~~~scale~~***~~.~~ A minimum of fifteen (15) hours of the course work must be graduate level or be certified by the registrar as graduate level. A maximum of fifteen (15) hours of undergraduate course credit (taken while employed) with PGCPS and/or state approved workshop may be counted toward salary advancement.***
2. ~~Courses must be selected from those listed in the graduate~~~~school catalogue except as noted below.~~
3. ~~After placement on the master’s salary scale and with prior~~~~approval of the Chief Human Resources Officer, a maximum~~~~of fifteen (15) semester hours of state-approved workshop~~~~credit and/or undergraduate credit may be accepted.~~ ***Approved course work that is not part of the requirements for the master’s degree may be counted toward the master’s degree plus 30 and master’s degree plus 60 hours’ scale.***
4. General Information Regarding All Salary Schedules
5. Courses in religion, ~~or~~ religious education, ~~may not be counted for salary purposes unless they are recognized,~~ ***and courses or degrees not recognized*** by the State of Maryland for certification ***and related to a school assignment may not be counted for salary purposes.***
6. Progression on the salary schedule is determined by the Unit I members’ anniversary date or the date of advancement to a higher training certification level. Unit I members employed prior to January 1 of the prior school year shall receive their initial step increase on July 1 of the following school year. Unit I members employed between January 1 and June 30 of the prior school year shall receive their initial step increase on February 1 of the school year following their initial hire. In succeeding years, they will receive step increases on July 1
7. ~~Advancement on the salary schedule for~~ ***A*** Unit I member holding a Conditional ~~Degree~~ Certificate is ~~contingent upon meeting the requirements of State Board of Education by presenting a minimum of six (6) semester hours toward regular certification during each year.~~ ***paid on a Bachelor’s salary and is not eligible for a grade salary advancement through educational attainment until a professional certificate is obtained.***
8. ~~A Unit I member holding either the bachelor’s degree or an advanced degree in a field other than education may request that graduate courses related to that Unit I member’s assignment be recognized for advanced standing on the salary schedule, provided that the individual holds at least an Advanced Professional Certificate in the field in which such individual is teaching.~~~~A Professional Growth~~ An electronic Salary Lane Change Request or Credit Count Request form must be submitted at the time the Unit I member qualifies for placement on the new lane on the salary scale. ~~Retroactive payment for a Unit I member will not be granted beyond the beginning of the current school year.~~ ***Retroactive wages will be issued effective at the start of the pay period in which the documents were received by the Department of Human Resources. Exception shall be granted in the first year of employment for Unit I members hired after August 1st to allow them time to compile and submit appropriate documentation. In these instances, retroactive wages will be issued back to the employees start date***.
9. Outside applicants will be hired ~~at a maximum entry level of Step 10 on the salary scale unless the PGCPS Chief Human Resources Officer determines the needs of the school system and critical need dictates otherwise. The PGCEA Executive Director will be informed of these cases annually on October 1 and February 1~~ ***based on established administrative procedures. Unit I members hired on Step 10 between July 1, 2018, and June 30, 2022, may contact the Director of Human Resources to complete an assessment of potential salary increases based upon verified credible experience beyond Step 10 at their hire date. Verified changes will be implemented from the current date of receipt and confirmation by Human Resources.***
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| **Article 17 L. 6. b.****Sickness in Family** | A Unit I member with one or more years of service in Prince George’s County ~~who does not earn annual leave~~ may use up to ~~the maximum of their annual allotment of accumulated~~ ***20 days in FY23, 25 days in FY24 and 30 days in FY25*** of their accumulated sick leave for serious illness of members of the family residing permanently in the household. The Unit I member will certify in writing that such a serious illness exists. Exceptions to the residence requirement will be made by the Chief Human Resources Officer. |
| **Article 21.12**INSURANCE ~~COMMITTEE~~ ***COUNCIL*** | ~~The Board of Education agrees to maintain an Insurance Committee to consist of representatives of the~~ Chief ~~Executive Officer; Prince George’s County Educators’ Association; Association of Classified Employees/American Federation of State, County and Municipal Employees, Local 2250; Service Employees International Union, Local 400 PG. and labor organizations designated as the exclusive representatives for other segments of Board of Education employees. The purpose of such an Insurance Committee shall be to review information and confer on issues as may arise, from time to time, in the implementation of the various Board of Education insurance programs, and to recommend possible changes in their implementation.~~***A joint PGCPS/Labor Partners insurance council shall review school system employee health care data and make recommendations concerning the following, but not limited to, health insurance benefit design and cost for active and retired employees, dental insurance design and cost, life insurance, 403(b) and 457(b) programs.***1. ***The Insurance Council shall be made up of representatives of the Chief Executive Officer and representatives of each of the labor unions. PGCEA members shall be appointed by the President of PGCEA.***
2. ***The Insurance Council shall meet bi-monthly September, November, January, March, and May of each school year to discuss, study, and report on suggestions pertaining to the employee benefits plans and costs. Minutes of such meetings shall be available to all members of the council.***

***Association reps on insurance council shall be entitled to organizational leave as outlined in the negotiated agreement.*** |
| **Article 6.1 A.** **~~4.~~ *5.*** | New Unit I members shall have three (3) days assigned as pre-service days in addition to the 192 days scheduled for all ten-month employees. These days will be scheduled by the Office of ~~Talent Development~~ ***Professional Learning and Leadership*** for the purpose of professional development activities, team planning and employee activities. These days shall not be used as student contact or instructional days. ~~It is expressly understood between the parties that failure to participate in these scheduled days shall not result in disciplinary action against an employee, including but not limited to reprimand, docked pay or loss of leave.~~ ***Unit I members participating in these pre-service days shall be paid at their per diem rate of pay.******Unit I members hired within 10 business days of the start of the scheduled pre-service days shall not face disciplinary action if they are unable to attend***. |

**Reduce the Unsustainable Workload on Educators**

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| **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.~~

***Beginning SY 2023-2024, and for the duration of this agreement, Unit I members will be provided a half day each quarter for individual Unit I member directed planning time at an alternative worksite of their choice.***1. Teacher planning time will be scheduled in accordance with the following procedures and shall be Unit member directed:
2. 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.~~ ***The principal shall schedule a minimum continuous block of forty-five (45) minutes daily of planning time for each Unit 1 member during the student day. A minimum of two days per week a teacher shall receive planning for a full class period.***
3. Elementary Schools, Early Childhood Centers, and Special Education Centers: The principal shall schedule ~~225~~ ***a minimum of 240*** minutes of planning time for each ~~teacher~~ ***Unit I member*** per regular work week of five normal workdays; ***of which a minimum of 200 minutes shall be scheduled during the student day and in daily blocks of no less than 40 minutes. The additional 40 minutes can be scheduled outside the student day and shall be in blocks not less than 20 minutes where possible.*** ~~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.
4. 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.
5. ***Elementary, ECC and Regional School schedules will reflect transition time between creative arts classes.***
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| **Article 7 M.** | Special Education teachers will be released from teaching and other duties at least five (5) days per school year 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 towork from alternate locations on these days.*** Agreed upon release time shall be in addition to any other school district provided leave or preparation time. To the extent possible, employees shall have access to computers, printers, software, and all other appropriate materials necessary to complete IEPs.***PGCPS shall create a separate absence code for the tracking of these days.*** |
| **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)~~ ***thirty dollars ($30.00) for FY23, thirty-two dollars ($32.00) in FY24 and thirty-four ($34.00) in FY25*** 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 degreed substitute~~ hourly rate of ~~eighteen dollars ($18.00)~~ ***thirty dollars ($30.00) for FY23, thirty-two dollars ($32.00) in FY24 and thirty-four ($34.00) in FY25*** 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)~~ ***thirty dollars ($30.00) for FY23, thirty-two dollars ($32.00) in FY24 and thirty-four ($34.00) in FY25*** per each student instructional hour in no less than half hour increments.
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| ***Article 6.2 F.******Covering for Non-classroom Based Educators*** | 1. ***In the event a Unit I member is designated by an assigned supervisor to cover the caseload/work of another Unit I position in addition to their regular assignment, the Unit I member shall be compensated thirty dollars ($30.00) for FY23, thirty-two dollars ($32.00) in FY24 and thirty-four ($34.00) in FY25 per hour, in no less than one hour increments for such additional assignment.***
2. ***In the event a non-classroom-based educator is absent, and the principal/ supervisor divides the work/caseload between multiple staff members, the unit members to whom the work is assigned shall be compensated, in addition to their regular pay, thirty dollars ($30.00) for FY23, thirty-two dollars ($32.00) in FY24 and thirty-four ($34.00) in FY25 per hour in no less than hourly increments.***
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| **Article 6.2 ~~F~~ *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 does 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)~~ ***thirty dollars ($30.00) for FY23, thirty-two dollars ($32.00) in FY24 and thirty-four ($34.00) in FY25*** 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 6.1 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 ***grades and other*** reports ~~and hold parent conferences~~***. Unit I members have the option of completing each of these three half days at an alternate worksite of their choice.*** |
| ***Article 6.1 A. 4.*** | ***One full day during the scheduled school year for students specified for Professional Development, Unit I members will have self-directed professional development at a worksite of their choice. The CEO will formally announce the specific date.*** |
| ***Article 6.1 A. 6.*** | ***Professional School Counselors shall be eleven (11) month Unit I positions effective June 1, 2023.*** |
| ***Article 6.1 A. 7.*** | ***Pupil Personnel Workers shall be eleven (11) month Unit I positions effective June 1, 2023.*** ***Application process for 12 month positions will consider internal candidates only.*** |
| ***Article 6.1 A. 8.*** | ***School Psychologists shall be eleven (11) month Unit I positions.*** ***Application process for 12 month positions will consider internal candidates only.*** |
| ***Article 6.1 A. 9.*** | ***A full time Athletic Director position will be assigned to all PGCPS high schools and added to differential schedule A for Unit I members effective July 1, 2022. Placement on the differential scale shall be based on years of service in the position. Athletic Directors shall be eleven (11) month Unit I positions effective June 1, 2023.The Athletic Director/Teacher pay scale will be eliminated.*** |
| **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. |
| **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 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:***
3. ***Collaborative planning will be scheduled on a regular basis for teams to engage collaboratively as an instructional professional learning community (PLC) of grade level/content teams, special population service providers and instructional leadership team members.***
4. ***Collaborative planning is a time to work, study and plan together in a collegial manner to better understand content, ensure consistent delivery of instruction, analyze student thinking and performance to determine implications for instruction; and share best practices that will improve teaching and learning to meet the needs of our students.***
5. ***Any non-instructional time labeled as collaborative planning shall not be counted towards the required minimum contractual planning time as described in Article 6.2.C.***
6. ***The agenda of Collaborative Planning will be created in alignment with the*** [***Prince George's County Public Schools collaborative planning process model***](https://drive.google.com/file/d/12FRJgqqpkWrGq1LhX15vz9L1zb64RTWx/view?usp=sharing) ***with educators in the grade level/content team/department in collaboration with special population service providers and the instructional leadership team. The collective team shall determine which components will be discussed during each planning session in alignment to the PGCPS collaborative planning process model.***
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| ***Article 6.2 M.*** | ***Non School-Based Unit I members, may, in coordination and approval of their supervisor, adjust their weekly work schedule as these educators and their supervisor determine given the priorities and scope of the work. Requests for adjustments will not be unreasonably denied.*** |
| **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 different subject preparations. Preparations are defined by different course codes (ex. AP, on-level, honors, ***co-taught, supported inclusion)*** 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 preparations in a school year.
3. If a teacher must be assigned to teach more than three different preparations, the principal ~~will make reasonable efforts to~~ ***shall*** provide ***available*** 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.
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| **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 if they are going to be absent from work***. |
| **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~~ ***Unit I member*** meetings shall require notification at least forty-eight (48) hours 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 tentative faculty/staff meeting schedule/calendar with the staff within the first ten (10) duty days of the 10-month employee calendar.*** |
| ***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.*** |
| ***Article 8 H.*** | ***Classroom teachers will be required to input student attendance data daily except on days the classroom teacher is on approved leave. Classroom teacher responsibilities for parental contact will be limited to Administrative Procedure 5113. Additionally, Administrative Procedure 5113 will be reviewed for recommended changes by January 30, 2023.*** |
| ***Article 8 I.*** | ***Classroom teachers will input grades according to the PGCPS Grading Procedures and conference/communicate with parents/caregivers on scheduled parent-teacher conference days, upon the request of the parent or as deemed necessary by the classroom teacher.*** |
| **Article 12 D. ~~7~~ *8.*** | The ~~principal~~ ***administration*** will inform the educator ~~by September 30th~~ ***within the first ten (10) days of the 10-month Unit I member work year,*** as to the schedule for submitting student grades at the end of each marking period in compliance with the Board adopted school calendar. Unit I members will not be required to submit (interim, semester or final) grades prior to the end of the ~~duty~~ ***calendar*** day established for grade completion by the Prince George’s County Public Schools calendar. |
| **Article 12 D. ~~8~~ 9.**  | ~~PGCEA and the Board of Education agree to establish a work group to determine a comprehensive approach to lesson planning. The diversity of the work group shall reflect grade levels, core content areas, and special education, and creative/performing arts. Recommendations from the joint PGCEA/PGCPS Lesson Planning Work Group shall be used as a foundation by the administration for consideration of language to determine a comprehensive approach to lesson planning. Recommendations shall be completed by January 1, 2020.~~***Lesson Planning is an important first step in effective instruction. Lesson planning helps educators organize content, materials, time, and instructional strategies to create a smooth instructional flow and structure for learners. Lesson planning identifies what students will learn and how students will be assessed. Educators develop lesson plans to guide teaching and learning.*** ***Lesson planning requirements shall be made based on the following tenets***: 1. ***Daily lesson plans should be available either electronically or in hard copy upon request. Educators shall not be required to submit lesson plans except in the cases of formal observations; if the member is on a formal growth improvement plan or in instances where there is evidence of communicated concerns on lesson planning, preparation and/or implementation. A timeline for submissions and a check in date will be provided to determine if there is improvement and/or the need for continuation.***
2. ***Lesson plans will receive actionable and timely feedback if submission is being required by an administrator as part of formal observations; if the member is on a formal growth improvement plan, or in instances where there is evidence of communicated concerns on lesson planning, preparation and/or implementation. A timeline for submissions and a check in date will be provided to determine if there is improvement and/or the need for continuation.***
3. ***Educators may use the suggested daily lesson plan templates identified by the content supervisor. Lesson plans required for formal observations will be presented in the required FfT format.***
4. ***Educators may utilize curriculum documents and sample lesson plans provided by the district. They will not be required to rewrite sample lesson plans, however, there must evidence that demonstrates plans have been modified and differentiated to meet the needs of the learners in the classroom***.
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| **Article 20.3**CURRICULUM DEVELOPMENT | 1. 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*** ***Unit 1 members*** before the changes are implemented.
2. ***Major policy and curriculum changes will be communicated to staff at least two (2) weeks before the change is to be implemented, unless mandated by state and/or federal law.***
3. ***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.***
4. ***Available curriculum guides will be posted prior to each quarter. If the guide is not available at the start of the quarter, the administration will provide the necessary directive with regard to instructional content.***
5. ***The Board will share proposed new administrative procedures or changes to existing administrative procedures that impact classroom instruction, (specifically Students-5000~~,~~ & Instruction-6000), with PGCEA for input prior to posting. PGCEA shall have a minimum of ten (10) business days to provide comments for consideration to the Board before changes are adopted***
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| **Article 23.11**ATHLETIC DIRECTOR AND COACHING LEAVE | Athletic Directors, and ***Unit I member*** coaches ~~with less than 1500 students~~ will be provided ***up to*** ~~six (6)~~ ***seven (7)*** 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*** require***s*** 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. |

**Professional Autonomy and Educator Voice**

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| **Article 4.5** FACULTY ADVISORY COUNCIL  | 1. A Faculty Advisory Council is to be established ***by the Unit I members*** in every school ***and department***. ~~not later than September 15~~.
2. The Faculty Advisory Council (FAC) shall consist of:
3. The ***elected*** head Association Representative ~~who shall act as Chair~~, and a group of Unit I members elected by the faculty at the rate of one for every ten (10) Unit I members or portion thereof. No site shall have less than ~~five (5)~~ ***four (4).***
4. ~~All Association Representatives, one of whom shall be elected by the FAC and be~~ designated ~~Chair of the Faculty Advisory Council (and shall serve concurrently as Chair~~ ~~of the Association Delegation to PGCEA)~~. ***Once elected the members of the FAC shall elect a Chair and Secretary.***
5. The ~~Chair~~ ***elected Association Representative(s), or any four Unit I members*** shall issue a call to organize the FAC and the election procedures will be determined by the Unit I members of the school ***or department. Once elected, FAC members shall serve until the start of the subsequent 10-month employee work year****.*
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| ***Article 2.7*** | ***The Board shall not hire contract employees for PGCPS Unit I positions without notification to PGCEA. If requested, discussion of the need and purpose of such action will occur with 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~~ ***two-hundred twenty five (225)*** days aggregate and cumulative for all professional employees or ~~five (5)~~ ***six (6****)* days for any one individual shall be approved in any school year. Exceptions to this provision shall be a ten (10) day maximum ~~each~~ for the elected treasurer of the Association ***and*** oneother 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-d eay 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 contrac~~t. The Board will develop appropriate leave codes for use when PGCEA members are absent from their work location for professional organization involvement leave.***If the Friday of the Annual Convention of the Maryland State Education Association (MSEA), 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. Unit I employees not attending the Convention shall have the opportunity to work virtually or in person. Should it be a scheduled student instructional day, the Board will grant up to 200 days for use by PGCEA members who are elected as representatives to the Annual Convention of the Maryland State Education Association (MSEA). Use of such leave requires PGCEA to submit a master list of approved names to the Chief of Human Resources.*** |
| **Article 5 C.****Grievance Procedure** | *Step Three*In the event the aggrieved party is not satisfied with the decision of the principal or supervisor, the grievant will, within ~~ten (10)~~ ***fifteen (15) business*** days by ~~registered~~ mail, by hand, or ***email*** cause to be delivered the copy of the complaint and its answer to the Chief Human Resources Officer and one copy to PGCEA. ***The Chief Human Resources Officer will have twenty (20) business days from receipt of the grievance to render a written decision.*** The Chief Human Resources Officer or designee may schedule a meeting with the aggrieved party or may refer the matter to the appropriate Associate Superintendent for a conference, if such a meeting or conference might serve to resolve the grievance at this step. If the decision is made to schedule a meeting or a conference, it shall be held at the earliest mutually convenient time ~~within the fifteen (15) day response time period for this step.~~ ***In such instances, the timeline for written response will be adjusted.*** A PGCEA staff member may be present at the meeting or conference. ~~In any event, the Chief Human Resources Officer, within fifteen (15) days from receipt of the grievance, shall render a written decision as to the solution.~~ Copies will be sent to the aggrieved person, the principal or supervisor and PGCEA.*Step Four*If the aggrieved party is not satisfied with the decision of the Chief Human Resources Officer or if the Chief Human Resources Officer fails to render a decision within the prescribed time, ***PGCEA will have 15 business days in which to provide written request for Arbitration. Upon receipt***, an arbitrator shall be appointed from a panel consisting of three (3) mutually agreeable arbitrators and six (6) additional arbitrators with three (3) named by PGCEA and three (3) named by the Board annually on or about July 1 of each year. Each of the parties may replace their selected arbitrators during the year. The three (3) mutually agreed arbitrators may only be changed, if necessary, by mutual agreement of both parties. |
| **Article 6.1 B.** | The Annual Calendar Committee appointed by the Chief Executive Officer will prepare a calendar in accordance with the above stipulations. The committee shall have a representative of PGCEA ***selected by the PGCEA President***. The final composition of the Calendar Committee will include a person currently assigned as a classroom teacher ***in addition to the PGCEA representative. This classroom teacher will be appointed by the PGCEA president***. The calendar prepared by the Committee shall be submitted to the Unit I members for consideration. After consideration by the Unit I members the Calendar Committee shall consider their reactions before making their final recommendations to the Chief Executive Officer. |
| **Article 15 C.** | Classroom management is the responsibility of the Unit I member. Procedures for handling disruptive students both within and without the classroom will be developed in accordance with PGCPS policies and procedures in each school by the principal or duly appointed designee and the faculty, ***including input by the Faculty Advisory Council***. |
| **Article 24 A.** | ~~Prior to the conclusion of this Agreement,~~ The Board of Education and PGCEA will conduct a review of instructional and support programs that strengthen the capacity of staff ~~in~~ ***to*** ~~improving~~ ***improve*** ~~the achievement level of~~ ~~our~~ student ***achievement and wellbeing*** ~~in hard-to-staff subject areas, high-need schools, or schools in a stage of corrective action/ restructuring implementation~~. This shall incorporate determining best practices and learning environments for our students, including exploring ways to incorporate a shared governance model ***that allows for innovation in ways that engages school staff, students, parents, and the community.***  |
| **Article 24 B.** | ***During the duration of this contract agreement, the Board and PGCEA shall establish a joint Blueprint for Maryland’s Future Planning and Implementation committee which will meet bi-monthly (every two months) to discuss and collaborate on emergent issues related to implementation of Maryland’s Blueprint funding and policy requirements. The committee will include an equal number of PGCPS members appointed by the CEO and PGCEA member leaders and staff appointed by the Association President. The committee will be jointly co-chaired by a PGCPS appointed member and a PGCEA appointed member. The meeting agendas will be jointly created by PGCEA and PGCPS.*** |
| ***Article 24 C.******PGCPS/PGCEA Joint Special Education and Student Services Committee***  | ***A joint Special Education and Student Services Committee shall meet monthly (if agenda topics exist) from September through June to develop and review regulations and practices related to the delivery of special education and student services in PGCPS and be proactive in resolving issues of concern to both parties. Each party shall identify a minimum of five representatives, and no more than ten representatives, as members of the committee. The Associate Superintendent for Special Education and the Associate Superintendent for Student Services shall be members of the committee. In their absence, the associates will send a designee for representation. Each party can suggest relevant agenda topics.*** ***The committee shall keep a record of issues discussed and actions taken at each meeting to be shared with all special educators and related services providers.*** |

**Healthy Learning Environment/Safety & Security**

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| **Article 6.2 I. 1.**Early Departures | 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~~ ***be released following student dismissal. Should the school remain closed, the administration will communicate Unit I members’ responsibilities for the delivery of services for students.*** |
| ***Article 13 K.*** | ***No Unit I member will be required to enter a non-PGCPS facility, such as a family home or third-party childcare facility, to complete their work or provide services, unless it is a part of their written job description. Unit I members shall have the right to refuse to enter a non-PGCPS facility based upon a reasonable concern for their personal safety. In such cases the visit will be rescheduled after safety concerns have been reported to the appropriate supervisor for a mutually agreed upon resolution. Should resolution not be reached, it will be referred to the Associate Superintendent for a decision.*** |
| **Article 14 A.** | 1. Provision of General Facilities ***and Work Supplies***

To the extent possible, the Board of Education shall make the following facilities available to Unit I members at their base school. ***Indicated provisions will apply to each worksite.***1. A furnished air-conditioned room to be reserved for the exclusive use of faculty, all employees, excluding administrators and supervisors, ***at each school***.
2. Suitable desk, chair, file cabinet ***and a space such as a cabinet or closet to lock up personal items, such as bags, purses, backpacks, and coats at each worksite***.
3. ***A working laptop computer which shall be replaced according to the PGCPS replacement cycle.***
4. A private place for storage of material at each ~~school~~ ***work site*** to which itinerant Unit I members are assigned ***and where it is administratively feasible.***
5. A restroom(s) reserved for the exclusive use of faculty and staff. The restroom is to be kept clean and adequately supplied. It is understood that common facilities used by the staff must be maintained in an orderly condition by those using the facilities.
6. Adequate parking space.
7. A general work area containing equipment and supplies necessary for the preparation of instructional materials. Principals***/supervisors*** should be aware of the needs of Unit I members regarding access to a copier. Problems concerning scheduling or use of a copier should be addressed by the FAC, which shall make suggestions for the resolution of the problems to the principal. If problems continue, they may be referred to the appropriate Instructional Director.
8. A general space for the storage and display of professional books and literature.
9. Separate dining tables for Unit I members within the school lunchroom or in another room, which may be available.
10. Adequate lighting in the parking lots of all schools ***and worksites.***
11. Adequate security for all school and school-related activities.
12. Adequate telephone service ~~in each school~~ ***at each school and worksite***~~consistent with budgetary restrictions~~ ***including working telephones in all classrooms.***
13. Summer school and summer workshops which are offered in air-conditioned schools, unless physically impossible.
14. A secured area within existing facilities for each Unit I member to store materials used in the classroom, as may be feasible.
15. Schools/work sites in need of mold, air and/or water quality testing and remediation shall be discussed at Labor -Management Meetings between PGCEA leadership and the Administration.
16. ***Unit I members shall receive $100 during the first 30 days of the school year for SY 23, SY 24, and SY 25 ~~f~~or supplies, materials, and other items used in the workplace.***
17. ***Appropriate keys or other entry devices to access the school or worksite,*** ***the Unit member’s assigned classroom or office, faculty restrooms, and the elevator if use is required by an*** ***individual ADA accommodation approved by administration.***
18. ***Each school shall include dedicated space available to educators to complete confidential tasks and communicate confidentially with parents, families, students, and other educators.***
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| ***Article 14. D. Work Site Health and Safety Committee*** | ***Each school/worksite shall have a health and safety committee to monitor health & safety issues. The committee will work collaboratively to seek solutions to any concerns. The committee will be composed of the building principal/site supervisor or designee, the FAC Chair or PGCEA member selected by Unit I members, the school nurse, a member of the building operations staff, and two additional volunteers. Meetings shall be held monthly as needed. This language does not replace, or bypass established processes, appeals or grievance procedures in the negotiated agreement.*** |
| ***Article 14 G.*** | ***All PGCPS facilities, including school buildings, offices, outbuildings, and buses/vans, will be thoroughly cleaned and disinfected per CDC/MDH/MSDE guidelines before being used by students or staff; and a regular schedule for routine cleaning and disinfection throughout the school day be developed at each work site in collaboration with maintenance staff, including maintaining a record of when cleanings were performed. Records of cleaning and disinfecting will be made available to the work site’s Health and Safety Committee, upon request.*** |
| ***Article 14 J.*** | ***The Board shall fix and/or upgrade building ventilation systems, if inadequate according to CDC/MDH/MSDE guidelines.*** |
| ***Article 14 K.*** | ***Unit members shall not be charged any fee to replace defective system issued devices or to replace items that need to be replaced because of normal wear and tear or events beyond the member’s control. PGCPS shall repair or replace these items as needed for the Unit I member to meet their job expectations.*** |
| **Article 16.2****Reimbursement**  | Each Unit I member is to be reimbursed in the sum of not more than a total of ~~$300~~ ***$500*** per occurrence, for proven destruction of ***watches, jewelry, personal electronics, and*** clothing, including eyeglasses, caused by an act in the performance of duties.Reimbursement for watches***, including smart watches and other personal electronic devices*** will be in the sum of not more than ~~$125.00~~ *$500* |

**Evaluation**

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| **Article 9 A.** | When a Unit I member is ***formally observed or*** evaluated by that person’s supervisor ***or*** ***another appropriate administrator,*** the completed ***formal observation or*** evaluation forms shall be ***discussed with the Unit I member before being*** signed by the Unit I member in the presence of the immediate supervisor ***or other appropriate administrator. ~~and a~~ A copy of the formal observation or evaluation form shall be shared with*** the Unit I member at that time. The Unit I member’s signature acknowledges receipt of the ***formal observation or*** evaluation form and does not necessarily indicate agreement with its content. ***Failure by the Unit 1 member to sign the formal observation or evaluation does not negate the observation or evaluation. Forms can be signed electronically. Formal observations and evaluations of Unit I members shall only be done by administrators who have been certified in the PGCPS Evaluation System.******Unit I members shall have the opportunity to include a rebuttal to formal observations which shall be attached to the observation form as a part of the record within 30 days of the completed observation. This rebuttal does not alter the completed evaluation/observation***. |
| **Article 9 B.** | A continuing program of evaluation of Unit I member performance based in part on personal observation is required. Whenever it appears that any aspect of a tenured Unit I members’ performance is less than effective the principal or supervisor shall notify the Unit I member in writing, shall follow such notification with a conference to suggest necessary improvement, and shall make at least one classroom/assignment observation which shall be announced to the Unit I member at least ~~two~~ ***three (3) workdays*** in advance. ~~Additional classroom/assignment observations may be made without advance notice~~. Additional ***informal*** ~~classroom/assignment~~ observations may be made without advance notice. No less than an effective evaluation may be given to a Unit I member without prior notification and conference. All ***final*** evaluations which are less than effective must be ~~given to~~ ***shared with*** the Unit I member on or before June 10th and all other evaluations must be given to the Unit I member ***on or*** before the last duty day for teachers***. Employees must be evaluated using the processes outlined in the employee evaluation handbook provided annually through the Office of Employee Performance.*** |
| ***Article 9 E.*** | ***Formal classroom observations shall be conducted as part of the evaluation process for Unit I members who are On-Cycle or moved to On-Cycle. The requirements for formal observations are as follows:*** 1. ***A formal observation must occur for a minimum of 30 minutes, uninterrupted.***
2. ***Formal observations can occur in two ways, Announced and Unannounced. The first formal observation will be announced to the Unit 1 educator at least 3 duty days before the observation. Any subsequent formal observations thereafter may be unannounced***
3. ***A pre-observation conference is required for each Announced formal observation.***
4. ***All formal observations must include a post-observation conference.***
5. ***The observer will share formal observation notes with the Unit I member prior to the post observation conference.***
6. ***Post-observation conferences will be held within seven (7) duty days after the formal observation. Conferences may be delayed, by documented mutual agreement, due to extenuating circumstances.***
7. ***Formal observations can be conducted by the Principal/Supervisor, Assistant Principal, other school, or district observer. The observer must be a PGCPS employed administrator certified in the PGCPS Evaluation System.***
8. ***Observers may only observe one unit member at a time. Observers may only observe unit members in a setting that is part of their normal duty, which excludes observing while a unit member is covering duties for another unit member, or when other classes/caseloads have been assigned temporarily.***
9. ***Observations shall not occur the day before or the day after a holiday. Non-duty days include Thanksgiving, Winter Break, Spring Break, emergency closings greater than three (3) days, and approved absences greater than three (3) days. Formal observations shall not be held on late arrival or scheduled early release days.***
10. ***Formal observations shall not be conducted the first 10 days of the student year, or the first 5 days of one semester or quarter classes.***
11. ***All Unit I members who are On-Cycle will have a minimum of two formal observations. If an Educator is on leave the day of a scheduled observation, the formal observation will occur upon return.***
12. ***Formal observation notes shall be shared with the Unit I member within seven (7) workdays of the formal observation.***
13. ***The Unit I member shall acknowledge receipt of the completed formal observation using the electronic signature process in the online platform. Failure by the Unit 1 Educator to sign electronically does not negate completion of the observation. Signing electronically does not signify the Unit I member’s agreement with the observation.***
14. ***There must be at least fifteen (15) workdays between a post-observation conference and the subsequent formal observation to allow unit members time to implement recommendations or respond to feedback provided by the Observer during the previous observation.***
15. ***Unit I members are not entitled to union representation at an observation or evaluation conference. Formal post-observation conferences are not disciplinary in nature; therefore it is the principal’s/supervisor’s discretion to permit such attendance.***
16. ***Informal observations can be announced or unannounced.***
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| **Article 9 ~~E~~ *G.*** | The Board will follow State Board of Education Guidelines for Evaluation of Probationary Teachers. ~~One of the~~ All formal announced observations of probationary classroom teachers will be announced at least ~~two~~ three (3) workdays prior to the observation. |
| **Article 9 ~~I~~ *L.*** | ~~The Teacher and Principal Evaluation Steering Committee will continue. It should include cross functional offices including PGCEA representation in the decision-making around the evaluation system.~~ Formal observations and evaluations of Unit I members shall only be done by ***PGCPS employed administrators*** who have been certified in the PGCPS Evaluation System. Informal observations ~~done by other Unit I members~~, shall not be used in evaluations. |
| **Article 9 ~~K~~ *N.*** | ~~A Work Group of PGCEA and administration representatives will collaborate to recommend appropriate~~ changes ~~to ensure Unit I members’ evaluations will not be based on the performance of students they do~~ not ~~teach. Recommendations will be in line with state requirement and made prior to September 1, 2019~~. ~~The Teacher and Principal Evaluation Steering Committee will continue. It should include cross functional offices including PGCEA representation in the decision-making around the evaluation system.~~***The Unit I Employee evaluation models are designed to promote professional growth and development to enhance academic excellence through a supportive performance management system. To ensure a system that seeks to grow performance and enhance academic excellence for every child, the Unit 1 Educator Workgroup will continue with the goal of further refining and developing the professional growth evaluation activities for Unit 1 Educators, including, but not limited to, equitable and streamlined evaluation procedures, Student Growth Measures (SGMs), and conference requirements.******Workgroup members will be recommended in equal measure by PGCEA and PGCPS with no more than 16 members who will each serve a three-year term. The workgroup will be co-chaired by PGCPS and PGCEA. The Workgroup will make recommendations at the end of each academic year for implementation enhancements or maintenance to the CEO or designee for consideration.*** ***The Workgroup will meet at least monthly September through June. At the discretion of the Chair(s), an additional summer meeting may be held if there is unresolved business.*** |

**Smaller Class Sizes, Case Loads and Service Provider Ratios**

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| **Article 20.4**ASSIGNMENTEQUALIZATION | The Board of Education and PGCEA hereby agree that subject to building limitations, budget and program requirements, action will be taken to maintain favorable class size in accordance with Board of Education policy and reduce classes which exceed by more than 10% the County- wide class size average. ~~based upon the 1973-74 figures only when the average exceeds twenty-five (25) for that grade level or subject field.~~ If, subsequent to September 30, any Unit I member has a class which exceeds the county class size ***average*,** ~~as indicated above,~~ the Unit I member after consultation with the principal may request a review by the FAC. If after a review of the Unit I member’s complaint and consultation with the principal, the Unit I member or the FAC determines by a majority vote that further adjustment in class size is essential, the FAC or the Unit I member may request a review by the CEO who will recommend appropriate adjustments in an attempt to achieve a mutually acceptable settlement. If the FAC believes that the class size concern could be relieved through changes in the master schedule, the FAC may submit any suggestion in writing to the ~~CEO~~ ***appropriate Associate Superintendent***, who will have that matter reviewed within five (5) working days of receipt of the request. If, after consideration by the ***appropriate Associate Superintendent***, ~~CEO~~ ~~to~~ a mutually acceptable settlement is not achieved, the FAC may refer the matter to the Chief Executive Officer for final action. The FAC may request that the PGCEA President or designee be present at any meeting scheduled to review class size concerns. |

**Less Testing and More Learning**

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| **Article 20.1**STUDENT TESTING AND SURVEY DATES | 1. PGCPS will publish testing and survey calendar dates and windows of all state and district mandated tests and surveys, as well as required ELL testing, by September 15 of each school year of this agreement. The published testing information will include the number of minutes required for each district/state test. ***This testing document will be shared with PGCEA***. This testing information will be ***publicly*** shared through appropriate communication venues used by the school system.
2. ***The total number of hours any PGCPS student spends on mandated state or local assessments shall not exceed the maximum hours in the “More Learning, Less Testing Act of 2017” (SB 452). PGCPS shall be responsible for tracking this data.***
3. ***Elementary schools will be provided substitute teacher~~s~~ funding to assist Kindergarten teachers with responsibilities for administering baseline assessments during the initial fall assessments. The classroom teachers and the school administration will determine collaboratively how the assessment and instructional responsibilities are shared***.
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**Association and Employee Rights, Transfers and Miscellaneous**

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| **Article 10.1 A.** | These vacancies will be posted on the Prince George’s County Public Schools’ website as far in advance as possible but not less than ten days before the position is to be filled. ***An electronic copy of said notice will be given to PGCEA at the time of posting***. Unit I members who desire to apply for such vacancies will submit their ~~letter of interest and resume to the Chief Human Resources Officer or designated representative~~ ***application through iRecruitment in Oracle Self Service or the current HRIS system*** within the time limit specified in the notice. The receipt of all applications will be acknowledged in writing. A standard ***electronic*** form will be used. |
| **Article 10.2** **Procedures for Implementing Voluntary Transfers** | 1. General Criteria

The Board and PGCEA agree that requests for transfer shall be considered subject to the following criteria.1. Factors to be considered:
2. ***Professional*** Certification for the position desired
3. Tenure status: ~~except in unusual circumstances, only tenured Unit I members will be considered for voluntary transfers~~ ***Non-tenured Professionally Certified Unit I members will be able to access the voluntary transfer process but shall be limited to one voluntary transfer during their probationary/non-tenure period.***
4. Seniority
5. ~~Satisfactory evaluation~~ Professional qualifications and competence relative to the needs in an available position.
6. Proximity to place of residence.
7. ***Filling a difficult to staff or critical shortage content area based on the needs of the school system (i.e., ESOL)***
8. ***Content areas requiring special qualifications such as dual certification or performance experience (i.e., language immersion, creative/visual and performing arts)***
9. Other relevant factors.
10. ~~Any request for transfer must be submitted on an electronic form as part of the Transfer Consortium Database. The Transfer Consortium Database will be developed and implemented through a collaborative effort between the Human Resource Division, Information Technology and PGCEA. Between January 15 and March 15, Unit I members will have the opportunity to submit an electronic application and any other supplemental information in support of the transfer request to the Human Resources division. Through the Transfer Consortium Database, Unit I members will also have the opportunity to sign up for an interview with the principal for the school in which they are seeking a transfer~~. All voluntary transfers shall be acceptable to the receiving principal.
11. ~~Requests for voluntary transfers to known vacancies may be submitted after March 15, but will be considered only in extenuating or unusual circumstances and only from teachers with five or more years of service in the PGCPS. The request made after March 15 must be submitted to the Division of Human Resources. The Chief Human Resources Officer/designee shall take final action on the request~~. When a teacher whose performance has been satisfactory in a full-time assignment is reassigned to an itinerant position and subsequent to the itinerant assignment a full-time vacancy occurs in one of the assigned schools, the teacher will be given priority consideration for reassignment to the full-time vacancy, if said teacher expresses a desire for the full-time assignment.
12. On request, ~~during the months of September through March~~, ***between April 1 - July 15***, the Division of Human Resources will supply to PGCEA a list of vacant teaching positions. ~~as they exist on the 15th day of the month and, as appropriate, a list of involuntary staff reductions for the same date. Between April 1 and September 1, the Board shall inform PGCEA of vacancies on a biweekly basis.~~
13. Transfer Procedure
14. ***Unit I members will have the opportunity to submit an electronic voluntary transfer application and any other supplemental information in support of the transfer application (i.e., resume and certification) through iRecruitment in Oracle Self Service between January 15 and March 15. (moved from 10.2A)***
15. When the Division of Human Resources receives official notification (between April 1 and July 15) that a position will be vacant for the subsequent school year, the position will be filled in accordance with the procedure enumerated below.
16. ~~The transfer applicant must be offered an interview by the receiving principal or designee between~~ ~~April 1 and July 15~~. ***The Division of Human Resources will provide Principals with access to all applicants who have applied for a transfer to their school/location through iRecruitment. Principals should review all voluntary transfer applications for their school/location and schedule interviews for vacant positions.***
17. The principal ~~must have agreed in writing to accept the~~ ~~as well~~ ***and the transfer applicant must agree in writing to the voluntary transfer***. Written ***voluntary transfer*** acceptance ***agreement*** from the principal and transfer applicant must be received in the Division of Human Resources ~~within one (1) week after the interview.~~ ***by July 15***.
18. ~~The Division of Human Resources will establish lists for each subject field assignment for each secondary school and a list for each elementary school. The lists will include a maximum of the five (5) most senior transfer applicants who have been accepted by the principal and who have submitted their written acceptance for transfer. The lists shall be valid until July 15. Vacancies shall be filled from these lists. If no applicants were available to establish the lists, vacancies may be filled by anyone who filed a Volunt~~ary ~~Transfer Form or by a new hire.~~ ***The Division of Human Resources will provide principals access to voluntary transfer applicants for all schools. The lists will include all eligible transfer applicants to be considered by the principal and who have met the requirements to transfer. The lists shall be valid until July 15. Vacancies can be filled from these lists. If no applicants were available to establish the lists, vacancies may be filled by a new hire***.
19. Agreement to accept a transfer may be withdrawn by the transfer applicant any time before a transfer is approved by the Division of Human Resources.
20. It is understood that a transfer applicant’s written agreement to accept a transfer will not be valid if at the time a vacancy occurs a new principal has been assigned to the school or the vacancy involves an out-of-field assignment. In either case the Division of Human Resources will make one attempt to contact the transfer applicant by phone to ascertain whether or not the applicant still wants the transfer.
21. When the principal at the receiving school is not reassigned or an out-of-field assignment results after a transfer has been affected, the transferee may refuse the transfer and return to the former position only if said position has not been filled and school has not started.
22. ~~Once the official notification of the approved transfer has been mailed from the Division of Human Resources to the transfer applicant, the applicant will be ineligible for a voluntary transfer until the end of that school year.~~ ***Once*** ***the Division of Human Resources sends written electronic confirmation of the transfer assignment to the selected transfer applicant and the principal, the voluntary transfer may not be changed or rescinded and will be considered final. The Unit I employee will not be eligible for another voluntary transfer in the same school year.***
23. Vacancies occurring as a result of the filling of any vacancy as specified above may be filled by anyone who files a Voluntary Transfer Form or by a new hire.
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| **Article 10.3****Procedures for Implementing Involuntary Transfers** | 1. The Board and PGCEA recognize that valid educational principles compel the staffing of each public school based on school enrollment factors. To that extent involuntary transfers may need to be affected from time to time to conform with Board of Education Staffing Formulas. When involuntary transfers have to be made the ~~principal shall submit to the Division of Human Resources no later than June 1~~ ***Division of Human Resources will provide the principal with*** the names of any teacher(s) who have been declared staff reductions in accordance with the following procedures applied in sequential order:
2. Volunteer(s) shall first be sought. ***A teacher who volunteers to become the involuntary transfer shall do so in writing to the principal and the Human Resources Division.*** A teacher who volunteers to become the involuntary transfer will be given the same consideration in determining the school transfer as is given to other involuntary transfers.
3. Persons holding less than a standard ***professional*** certificate in the subject or teaching level to which they are assigned shall then be selected. ~~and~~
4. Should the previous two steps not satisfy the required transfer, the decision shall be made according to:
5. The least senior person in the PGCPS in that school within the category affected.

 Categories are as follows: * Early Childhood ~~(Grades 1-5)~~ ***(Grades Pre K-3)***
* ***Elementary (Grades 1-6)***
* ***Elementary subject areas of art, music, physical education, librarian, reading, guidance***
* ***Middle School subject area***
* ***High School subject area***
1. ***The official evaluation and performance for the previous year.***
2. ***The procedures indicated above shall not apply in the transferring of itinerant teachers resulting from the regrouping of schools***.
3. The principal shall notify a teacher in a private conference by June 1 that the teacher will be a staff reduction. Final notification will be given in writing by the Division of Human Resources after notification by the principal.
4. If a teacher is involuntarily transferred during the school year or after the opening of school for any one year, the salary shall not be reduced ~~for the remainder of the year~~ ***for the remainder of the initial year of the transfer.***
5. Teachers to be involuntarily transferred will be reassigned ahead of ***teachers*** ***returning from an approved leave of absence and*** new hires. After July 15, teachers to be involuntarily transferred will be reassigned ahead of teachers requesting voluntary transfers.
6. In referring teachers who had been declared staff reductions to existing vacancies, system wide seniority in the subject area will be the determining factor in establishing the order of referrals.
7. A person to be involuntarily transferred ~~requesting referrals~~ shall be referred for a maximum of ~~two~~ ***three*** interviews to principals of schools where there are approved ~~appropriate~~ vacancies ***within their area(s) of certification*** **~~if such exist~~**. A maximum of ~~two (2)~~ ***five (5)*** workdays after the ***interview and selection*** **~~referral~~** will be permitted for the teacher to advise the Division of Human Resources regarding the acceptance or non-acceptance of the position. ***Acceptance of the position shall be acknowledged when the teacher and the receiving principal complete the designated form***. If a teacher does not accept any of the positions to which referred ***and/or selected***, the Division of Human Resources will assign the teacher to an existing vacancy.
8. The June 1 deadline above is based upon estimated pupil enrollment and preliminary staff allocations. Changes in student enrollment after June 1 may result in further staff reductions prior to the opening of school. A teacher affected by such a change however may request within five (5) days of notification a conference with the Associate Superintendent or designee. A PGCEA representative may be called in by the teacher.
9. Any teacher who is involuntarily transferred after the first workday for returning teachers at the beginning of a school year shall not be involuntarily transferred again after the first day of a new school year for three succeeding years. A teacher involuntarily transferred after the first workday who wishes to request a voluntary transfer out of the new assignment must do so in accordance with the provisions of Article 10.2. If said teacher does file a timely request for transfer, the teacher shall be considered as an involuntary transfer and will be given the same consideration in determining school transfer as is given to other involuntary transfers. No involuntary transfer for reasons of correcting prior scheduled staffing will be made after September 30, except if special, unanticipated problems arise in secondary assignments, an involuntary transfer may be effectuated at the secondary level until October 15.
10. An administrative transfer requested by the immediate supervisor for a reason other than reduction in staff or change in ratio must be approved by the Chief Human Resources Officer prior to the completion of the transfer. The teacher shall be given written notification ***by the immediate supervisor*** with specific reasons ***behind the intent to request the ~~of the~~***transfer ***prior to May 15 and given an opportunity to write a rebuttal by June 1 for the record.*** In the event ***the immediate supervisor and Chief Human Resources Officer still wish to proceed with the transfer*** the Chief Human Resources Officer and the President of PGCEA or their designees shall meet to ***discuss outstanding concerns*** not hereunder covered, ***prior to the transfer being implemented.***
11. The grievance procedure may be applied to Section 10.3 only with regard to an allegation that procedures set forth herein have not been complied with or that the employee alleges and***/or*** proves discrimination or ***bullying*** on the part of the person charged by said employee.
12. An administrative transfer requested by the immediate supervisor ***or PGCEA President via a master list by May 1*** for a reason other than reduction in staff or change in ratio must be approved by the Chief Human Resources Officer prior to the completion of the transfer. The teacher shall be given written notification with specific reasons of the transfer by ***June15*** or in the event notice is given thereafter the Chief Human Resources Officer and the President of PGCEA or their designees shall meet to resolve problems not hereunder covered.
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| **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.*** ~~If the Unit I member cannot be reached by telephone, the notice shall be sent in writing.~~ |
| **Article 7 C. 3.** | ~~Once a teacher is assigned outside of the field in which certification is held for three or more classes per semester for a third consecutive semester, such teacher shall be required to commence taking courses toward certification in the new assigned field, or another field of certification selected by the teacher and approved after consultation with the Division of Human Resources, at the minimum rate of six credit hours per year. To the extent possible, all required content courses must be completed before the methods courses are taken.~~***Once a professionally certified teacher is assigned to teach three or more classes outside the teacher's area of certification for more than one year the teacher shall be required to commence taking courses toward certification in the out-of-area assignment or another field of certification selected by the teacher and approved by the Division of Human Resources after consultation with the teacher, at the minimum rate of six credit hours per year.*** |
| **~~Article 7 E.~~** | ~~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.~~ |
| **Article 17 P.****Return from Extended Leave of Absence** | Unit I Members returning from authorized leave will be placed in active pay status upon the first day they are eligible to return to work as long as they provided written notice of their return to work date to the Division of Human Resources at least ten (10) workdays prior to such return-to-work date. Return to work must be approved by Absence Management. Upon placement in active pay status, if no permanent assignment is available in their area of certification, Unit I members will be assigned to their current school/***work*** location ***or department*** as an over hire until a permanent assignment in the area of certification becomes available. Unit I members will be placed in the first available permanent assignment in their area of certification for the remainder of that duty year. |
| **Article 1.3**COMMUNI-CATIONS IN WRITING | Any written communication to be given by one party or the other under this Agreement, will be given by email, ***and/or*** registered mail, ~~and~~/***or*** regular carrier. If given by the Board, said notice will be sent ***by email, or by registered mail***, and***/or*** regular carrier 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 23.8**PAYMENT FOR ADDITIONAL ASSIGN-MENT AND SPECIAL PROGRAMS | Unit I members that receive compensation for a stipend, bonus, grant or emolument shall be paid in a separate paycheck and not as part of the Unit I members’ regular bi-weekly pay. ***These activities shall not run concurrently with the scheduled duty day.*** |