



PGCEA Bargaining Proposals
March 11, 2025
Board of Education Responses 03/18/25

Healthy Learning Environment	
<i>Section</i>	<i>Proposed Language</i>
Article 8 NON-TEACHING DUTIES	D. Unit 1 Members shall not be assigned to crossing guard duties. PGCEA will work with Prince George's County Government to provide appropriate school crossing guards and traffic calming devices at all school sites. We will continue to review this proposal. Crossing guards are not just provided by the County but by municipalities as well.
Article 13 EMPLOYEE RIGHTS	H. Following fifteen (15) duty days Unit I members can request a written update to a submitted maintenance request form. Response A status update on the request from the administration shall be provided by the administration within three (3) duty days and thereafter on a weekly basis until the work order is resolved. We will continue to review this proposal that may have a significant workload impact upon other bargaining units.
Article 14 EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES We should create a committee to review facility safety improvements and make recommendations to the Superintendent.	A. Provision of General Facilities and Supplies To the extent possible, the Board of Education shall make the following facilities available to Unit I members at their base school. Indicated provision will apply to each worksite. 20. Classroom and office doors in all schools or other sites where student programs or services are housed shall have intruder door hardware (such as Red Button Locks) installed and kept in working condition. E. Whenever possible PGCEA will avoid shall not using use temporary classrooms at Early Childhood Centers, regional schools or in specialty programs schools serving students with profound/significant physical disability or at Early Childhood Centers for classrooms. Reject. Maintain current language, but consider combining E and F. F. Whenever possible PGCEA will avoid using temporary classrooms for students in at Early Childhood Centers, regional schools or in specialty programs serving students with profound/significant disabilities, pre-kindergarten, or kindergarten., or in specialty programs first grade, or second grade. In cases when pre-kindergarten, kindergarten, first grade, or second grade classes are assigned to temporary classrooms an explanation including a safety plan will be provided to impacted Unit I members and parent/caregivers. Safety Plans are available
Article 24 SCHOOL QUALITY AND IMPROVEMENT	The administration will continue to support the effort to implement Restorative Practices in all newly selected schools. The readiness survey will be administered in selected schools by the administration and the FAC with support from the PGCEA Restorative Practices Coordinator to determine faculty support for becoming a Restorative Practice School. Schools where a minimum of 75% of staff is in support of the school transitioning to a Restorative Practice School will receive consideration of selection for the subsequent school year. Any school identified as a Restorative Practices School shall have a Restorative Practices Coordinator. We decline to negotiate the creation and assignment of positions. Such determinations fall within the non-negotiable authority of the Board and the Superintendent.

Methodologies addressing student behavior are not lawful subjects of collective bargaining. The requirements for the implementation of restorative practices are prescribed in COMAR 13A.08.01.11, et seq.. However, we decline to negotiate proposals that are not lawful subjects of collective bargaining concerning the creation and assignment of positions, the development of educational methodologies and policies, the requirements of employees outside of the PGCEA bargaining unit, or matters concerning student health and student rights that are prescribed in federal or state law.

~~E. PGCPs will enact Restorative Practices at each state identified Community School. Each community school will have a Restorative Practices Coordinator.~~

F. The Restorative Practices Coordinator ~~will receive a compensatory emolument for his/her service shall be a full time Unit I position selected from the current Unit I members at that school site. Unit I members will have the first opportunity to apply for the position. Restorative Practices Coordinators shall be placed on Differential Schedule A.~~

We decline to negotiate the creation and assignment of positions. Such determinations fall within the non-negotiable authority of the Board and the Superintendent. Maintain current language with the change of the word “emolument” to “stipend”.

H. ~~The Office of Safety and Security shall provide quarterly reports to the Board of Education documenting areas of concern and identifying opportunities to eliminate safety threats in school traffic routes within and around schools and other PGCPs work sites. These reports will be shared with PGCEA and made available to the public.~~ We decline to negotiate the requirement that a non-bargaining unit position (office of Safety and Security) create reports to the Board. This is not a lawful subject of collective bargaining. Such requirements are within the prerogative of the Board. Portions of some safety and security reports cannot be made available to the public because the disclosure might compromise school safety. See Gen. Prov. Art. §4-339.

Schools will be provided with a system to refer traffic patterns within and around schools which are dangerous to students, staff, and the community for analysis and action to the Office of Safety and Security. Services. Consider as part of committee.

I. ~~PGCPs shall establish a county wide committee to examine and make recommendations to make school lunches healthier and more inclusive of different dietary needs. This committee shall include a broad membership of stakeholders including but not limited to PGCPs administration, Unit I and other bargaining unit members, parents/care givers, students, and community members. The PGCEA president shall appoint the Unit I members. The Committee shall meet at least bi-monthly starting in September of 2025. The committee shall issue a report, including recommendations to the Superintendent, Board of Education, bargaining units and the public by May 1, 2026.~~ This is not a lawful subject of collective bargaining. The food service department is not in the PGCEA bargaining unit. We decline to negotiate.

J. ~~Every child has the right to a free public school education, regardless of immigration status. The Board and PGCEA jointly commit to defend the right of all students to a free and safe learning environment to the extent permitted by law.~~ This is not a lawful subject of collective bargaining. We decline to negotiate.

K. Upon requests by ICE agents to enter PGCPs school grounds or to obtain or review PGCPs records, employees shall immediately notify administration who will respond in accordance with system procedures and protocols and with support from central office leadership and legal counsel. This is not a lawful subject of collective bargaining for the PGCEA bargaining unit. We will follow COMAR 13A.08.01.12, COMAR 13A.08.01.13, FERPA, and MSDE Guidance <https://marylandpublicschools.org/about/pages/dsfs/immigration.aspx>, but we decline to negotiate.

Safe and Supportive Work Environment

<i>Section</i>	<i>Proposed Language</i>
<p>Article 13 EMPLOYEE RIGHTS</p> <p>See Counter-Proposals set forth herein for A, C, D, I, and K.</p>	<p>A. Any complaints regarding a Unit I member made or recorded in writing or digital format otherwise communicated to any member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating a Unit I member or issuing a corrective disciplinary action, shall be processed according to the procedure as follows: The principal or immediate supervisor shall meet with the Unit I member to apprise the Unit I member of the full nature of the complaint and they shall attempt to resolve the matter informally. Unit I members will be provided with a copy of the complaint if it is going to be used in any way to adversely affect their employment. Any discipline of any Unit I member by a principal/supervisor shall be conducted in private and the Unit member shall have the right to union representation provided that the request for representation does not delay the meeting beyond two business days.</p> <p>B. During the time of employment, a Unit I member shall be notified of any material of which the Unit I member does not have a copy, and which is to be entered into that Unit I member's personnel file. At the Unit I member's request and expense, a copy of such material will be provided. No material of a confidential nature necessary precedent to employment or other letters of reference will be available to the Unit I member. Agreed</p> <p>C. Unit I members may personally review their own personnel file, except for confidential reference material, by submitting in writing a letter to the Office of Records and Verification. Such persons Unit members shall be able to review their file within ten (10) business work days after receipt of request. If, upon review of the personnel file, the Unit I member determines there is material of a negative nature contained therein, the Unit I member may submit a letter of explanation or rebuttal to be inserted in the personnel file.</p> <p>D. No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.</p> <ol style="list-style-type: none"> 1. Due process rights shall include the right of the Unit I member to have an Association representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action: <ol style="list-style-type: none"> a. the right for the Unit I member to have an Association representative present at any meeting or hearing where the Unit I member has a reasonable belief that the meeting or hearing may result in disciplinary action provided that the request for representation does not delay the meeting beyond two business days. b. the Unit I member being informed of the specific allegation(s) against them before being asked to provide any incident statements or attend any interview. c. the right to a formal hearing within thirty (30) workdays where Unit members can examine any evidence against them and respond to allegations. The final determination in the case will be issued within 30 days of the hearing. d. Generally, employee evaluation conferences are not conducted as disciplinary in nature. e. The existing legal and contractual rights of the Board of Education and its Unit I member as represented by PGCEA with respect to suspension or dismissal of Unit I members by the Chief Executive Officer Superintendent or by the Board of Education and the existing legal and contractual rights regarding the issuance of Second Class Licenses/Certificates and the classification of licenses/certificates by the Chief Executive Officer Superintendent shall remain in effect during the term of this Agreement. 2. A Unit I member temporarily reassigned to an alternate location as a result because of an investigation conducted solely by the school system, or from the time an external investigation is closed, shall not be reassigned for a period greater than 45 days without a final report being issued and a decision being made by the Director of Employee Labor Relations Office (ELRO) regarding the Unit I member's employment status. If

	<p>extenuating circumstances prevent a final report from being issued or a decision on the employee status from being made regarding the Unit I member's status within 45 days, the Director of ELRO shall notify the Unit I member immediately as soon as practicable and the temporary assignment shall continue. We cannot agree to "immediately". As soon as practicable should remain –especially since this provision applies "extenuating circumstances."</p> <p>I. PGCPs will continue to provide training, policies and administrative procedures to promote atmospheres where Unit I members are not subjected to harassment, hostility, humiliation, and bullying.</p> <p>1. Timely Investigation</p> <p>a. PGCPs will provide a transparent, confidential, and accessible reporting system for incidents of harassment, hostility, humiliation, and bullying.</p> <p>b. Prompt Investigation: All reports will be investigated promptly and thoroughly by trained personnel. The investigation will begin within 48 hours of the report and be completed within 20 workdays.</p> <p>c. Transparency: The complainant will be kept informed of the investigation's progress and outcome.</p> <p>d. Protection from Retaliation: Unit I members who report incidents will be protected from retaliation. Complaints of retaliation will be investigated promptly, and appropriate consequences will be developed and enforced.</p> <p>Note: We have Administrative Procedures (AP's) 4170 Discrimination and Harassment and 4185 Workplace Bullying that address retaliation.</p> <p>K. Except as otherwise required by law (e.g., IEP meetings), Unit I members shall not be compelled to attend 1:1 in-person meetings communicate or otherwise interact with parent(s)/guardian(s) whom the school administration determines to have demonstrated harassing behaviors (including but not limited to assault, threats, profane remarks, defamation, and excessive contact).</p>
<p>Article 14 EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES</p> <p>We agree in principal to increase the reimbursement for school supplies, etc. in an amount to be determined as part of economic negotiations.</p>	<p>A. Provision of General Facilities and Supplies To the extent possible, the Board of Education shall make the following facilities available to Unit I members at their base school. Indicated provision will apply to each worksite.</p> <p>5. Itinerant instructional Unit I members shall be provided with secureable classrooms classrooms for the instruction of their students at each school they are assigned.</p> <p>6. Accessible restroom(s) reserved for the exclusive use of faculty and staff. The Faculty/staff restrooms is are to be labeled as such, kept clean, and adequately supplied. It is understood that common facilities used by assigned for use by the staff must be maintained in an orderly condition by those using the facilities.</p> <p>18. Unit I members shall receive up to \$100 five _____ hundred dollars (\$ _____) (\$500.00) during the first 30 days of the each school year for SY 23, SY 24, and SY 25 for the reimbursement of costs incurred for the purchase of supplies, materials, and other items used in the workplace upon the presentation of verifiable receipts.</p> <p>21. PGCPs Employee Badges shall be replaced on a five-year cycle. Badges that are stolen or damaged at no fault of employee shall be replaced at no cost to the Unit I member. Hold for further study.</p>
<p>Article 15 CLASSROOM MANAGEMENT AND DISCIPLINE</p>	<p>C. Classroom management is the responsibility of the Unit I member. Procedures for handling disruptive students both in and out of 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. Procedures will be available digitally to staff in writing. Such procedures shall be finalized before the students' prior to the first day of school for students, but changes may be made during the school year with or without input from the staff and Faculty Advisory Council.</p>

See Counter - proposal for C. PGCPs appreciates and shares PGCEA's concerns over student behavior but recognizes that there are non-negotiable requirements as set forth in IDEA, the Education Article (e.g., Sec. 7-305.1), and COMAR 13A.08.01.11 providing protections for students who engage in such behavior.

- D. ~~Instances of significant or repeated student misconduct, classroom disruption, or insubordination shall be documented by the Unit I member on the PGCPs discipline referral form and submitted to the administration. The administration shall return the discipline referral form to the Unit I member within four (4) workdays, noting the action taken to address the misconduct. In the event the principal fails to take any action within four (4) workdays, or if the Unit I member is not satisfied with the action indicated, the Unit I member may request that the situation be reviewed by the Instructional Director. The principal's decision is to be implemented pending a review by the Instructional Director which is to be completed within seven (7) workdays of receipt of the Unit I member's request. However, if the Instructional Director does not complete the review within seven (7) workdays the Unit member may request a review by the Associate Superintendent. The Associate Superintendent shall have seven (7) workdays to complete a review and respond to the Unit I member.~~ Note: Administrative Procedure 10000- Student Discipline and Security (The Student's Rights and Responsibilities Handbook) are scheduled for review and the process for maximizing the use of Synergy for discipline referrals and the district provisions for more specific guidance are a part of that process.
- H. ~~Unit I members will not be subject to a student hitting, spitting, biting, and throwing objects. Any student exhibiting these behaviors shall be temporarily removed from the classroom and a safety plan shall be created to ensure the safety of that student, other students and PGCPs staff before the student is returned to the classroom or program.~~
- I. Unit I members assigned to programs/classes with students who have behavioral manifestations which subject staff to student hitting, kicking, biting, spitting and throwing objects shall be provided appropriate training, such as but not limited to CPI and other appropriate de-escalation training and shall be provided with the necessary equipment and techniques to ensure staff and student safety. This training shall be offered to impacted staff before the start of the student school year. Hold for further review. We don't think it is possible to train "Everyone" before the students arrive. Some students arrive on very short notice.