



## PGCEA/PGCPS Bargaining Tracker

### Healthy Learning Environment

Article	Proposal	Agreement
Article 8 – Non-teaching Duties	<p><u><b>PGCEA Proposal 3/11/2025</b></u></p> <p>D. Unit 1 Members shall not be assigned to crossing guard duties. PGCPS will work with Prince George’s County Government to provide appropriate school crossing guards and traffic calming devices at all school sites.</p> <p><u><b>PGCPS Response 3/18/2025</b></u></p> <p>D. Unit 1 Members shall not be assigned to crossing guard duties. PGCPS will work with Prince George’s County Government to provide appropriate school crossing guards and traffic calming devices at all school sites.</p> <p>We will continue to review this proposal. Crossing guards are not just provided by the County but by municipalities as well.</p> <p><u><b>PGCEA Response 4/29/2025</b></u></p> <p>D. Unit 1 Members shall not be assigned to crossing guard duties. PGCPS will work with Prince George’s County Government <b>and relevant municipalities</b> to provide appropriate school crossing guards and traffic calming devices at all school sites.</p>	
Article 13 – Employee Rights	<p><u><b>PGCEA Proposal 3/11/2025</b></u></p> <p>H. Following fifteen (15) duty days Unit I members can request a written update to a submitted maintenance request form. <del>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.</del></p> <p><u><b>PGCPS Response 3/18/2025</b></u></p> <p>H. Following fifteen (15) duty days Unit I members can request a written update to a submitted maintenance request form. <del>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.</del></p> <p>We will continue to review this proposal that may have a significant workload impact upon other bargaining units.</p> <p><u><b>PGCEA Response 4/29/2025</b></u></p> <p>Waiting for response from PGCPS</p> <p><u><b>PGCPS Response – 5/6/2025</b></u></p> <p>Reject - Maintain current language</p> <p><u><b>PGCEA Response 5/20/25</b></u></p> <p>13 H. Withdraw proposal, maintain current language</p>	
Article 14 – Educator	<p><u><b>PGCEA Proposal 3/11/2025</b></u></p> <p>E. Provision of General Facilities and Supplies</p>	

<p><b>Facilities, Equipment, and Supplies</b></p>	<p>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>a. 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.</p> <p>F. <del>Whenever possible PGCPs will avoid</del> 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.</p> <p>G. Whenever possible PGCPs will avoid using temporary classrooms for students in pre-kindergarten, kindergarten, 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.</p> <p><u><b>PGCPs Response 3/18/2025</b></u></p> <p>H. Provision of General Facilities and Supplies</p> <p>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>a. 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.</p> <p>We should create a committee to review facility safety improvements and make recommendations to the Superintendent.</p> <p>I. <del>Whenever possible PGCPs will avoid</del> 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.</p> <p>Reject. Maintain current language, but consider combining E and F.</p> <p>J. Whenever possible PGCPs 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.</p> <p>Safety Plans are available</p> <p><u><b>PGCEA Response 3/25/25</b></u></p> <p>Hold on Proposed Language A 20 from 3/11/25.</p> <p>Hold on Proposed Language E &amp; F from 3/11/25</p>	
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<p><b>Article 24 – School Quality and Improvement</b></p>	<p><u><b>PGCEA Proposal 3/11/2025</b></u></p> <p>D. 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 <del>the</del> FAC with support from the PGCPS 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.</p> <p>E. PGCPS will enact Restorative Practices at each state identified Community School. Each community school will have a Restorative Practices Coordinator.</p> <p>F. The Restorative Practices Coordinator <del>will receive a compensatory emolument for his/her service</del> shall be a full time Unit I position selected from the current Unit I members at that school site. <del>Unit I members will have the first opportunity to apply for the position.</del> Restorative Practices Coordinators shall be placed on Differential Schedule A.</p> <p>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 worksites. These reports will be shared with PGCEA and made available to the public.</p>	

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.

- 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.
- 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.
- 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.

#### PGCPS Response 3/18/2025

- D. 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 PGCPS 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.

- ~~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”.

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.

- 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/dsfss/immigration.aspx>, but we decline to negotiate.

	<p><b><u>PGCEA Response 3/25/2025</u></b> Hold on Proposed Language D, E, &amp; F</p> <p>Hold on Proposed Language H &amp; I (Hold I) Hold on Proposed Language J &amp; K (Hold)</p> <p><b><u>PGCPS Response 4/22/2025</u></b> Same as 3/18/25</p> <p><b><u>PGCEA Response 4/29/2025</u></b> PGCEA withdraws proposed Language D – maintain current language PGCEA withdraws proposed Language E PGCEA withdraws proposed Language F – maintain current language</p> <p><del>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.</del> 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.</p> <p>Hold on Proposed Language I from 3/11/25 Hold on Proposed Language J from 3/11/25 Hold on Proposed Language K from 3/11/25</p> <p><b><u>PGCPS Response – 5/6/2025</u></b> TA - 24.D, E, F Reject 24.H - The Transportation Dept currently has a <u>Transportation Resolution System</u> that is available through the PGCPS website. The department works in collaboration with the Office of Safety &amp; Security Services to review and address submissions that present safety concerns. Reject 24.I, J, K - Not lawful subjects of collective bargaining.</p> <p><b><u>PGCEA Response 5/20/25</u></b> 24 H. – Withdraw Proposal 24 I. – Hold to 3/11/25 proposal 24 J. – Hold to 3/11/25 proposal 24 K. – Hold to 3/11/25 proposal</p>	
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### Safe and Supportive Work Environment

Article	Proposal	Agreement
<b>Article 13 – Employee Rights</b>	<p><b><u>PGCEA Proposal 3/11/2025</u></b> A. Any complaints regarding a Unit I member made in writing <b>or otherwise communicated</b> 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 <b>or issuing a corrective action</b>, 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</p>	

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.

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.

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) workdays 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.

D. No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.

The 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 member has a reasonable belief that the meeting or hearing may result in disciplinary action.:

E. 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.

F. 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.

G. 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.

H. Generally, employee evaluation conferences are not conducted as disciplinary in nature.

I. 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.

J. 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 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.

- K.** 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.

**nely Investigation**

PGCPS will provide a transparent, confidential, and accessible reporting system for incidents of harassment, hostility, humiliation, and bullying.

**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.

**Transparency:** The complainant will be kept informed of the investigation's progress and outcome.

**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.

- L.** Unit I members shall not be compelled to communicate or otherwise interact with parent(s)/guardian(s) who have demonstrated harassing behaviors (including but not limited to assault, threats, profane remarks, defamation, and excessive contact).

**PGCPS Response 3/18/2025**

See Counter-Proposals set forth herein for A, C, D, I, and K.

- 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.**
- 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**
- 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.

- D.** No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.
- E.** 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.:~~
- 1.** ~~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.**
  - 2.** ~~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.~~
  - 3.** ~~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.—~~
  - 4.** Generally, employee evaluation conferences are not conducted as disciplinary in nature.
  - 5.** 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.
- F.** 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 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."**

- G. 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.
- ~~Timely Investigation~~
- ~~H. PGCPs will provide a transparent, confidential, and accessible reporting system for incidents of harassment, hostility, humiliation, and bullying.~~
- ~~I. 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.~~
- ~~J. Transparency: The complainant will be kept informed of the investigation's progress and outcome.~~
- ~~K. 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.~~
- Note: We have Administrative Procedures (AP's) 4170 Discrimination and Harassment and 4185 Workplace Bullying that address retaliation.
- L. 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).
- PGCEA Response 3/25/2025**
- A. Any complaints regarding a Unit I member made or recorded in writing, ~~or digital format, or 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.~~
- B. Both sides Agree
- 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.
- Agree to business days

- D. No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.
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:~~
    - 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)~~ **forty-five (45)** 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~~ **forty-five (45) 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 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.
  - I. FCPS 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.
    1. **Timely Investigation**
      - a. **PGCPS will provide a transparent, confidential, and accessible reporting system for incidents of harassment, hostility, humiliation, and bullying.**
      - b. **Prompt Investigation: All reports will be investigated promptly and thoroughly by trained personnel. The investigation will**

	<p>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>PGCEA holds to proposal of 3/11/25</p> <p>K. Unit I members shall not be compelled to communicate or otherwise interact with parent(s)/guardian(s) who have demonstrated harassing behaviors (including but not limited to assault, threats, profane remarks, defamation, and excessive contact).</p> <p>PGCEA holds to proposal of 3/11/25</p> <p><b><u>PGCPS Response 4/22/25</u></b></p> <p>13 A. Same as 3/18/25</p> <p>13 B. Same as 3/18/15</p> <p>13 C. Same as 3/18/25</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> <p>Due process rights shall include <del>the right of the Unit I member to have an Association representative present at any meeting or hearing where the Unit I members has a reasonable belief that the meeting or hearing may result in disciplinary action:</del></p> <p>a. <del>Upon their election to do so, Unit I members have the right for the Unit I member</del> 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, providing that the request for representation does not unreasonably delay the meeting.</p> <p>b. the Unit I member being informed of the specific allegation(s) against them before being asked to provide any incident statement or attend any interview.</p> <p>c. <del>the right to a formal hearing with 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.</del></p> <p>d. Generally, employee evaluation conferences are not conducted as disciplinary in nature.</p> <p>e. the existing legal and contractual rights of the Board of Education and its Unit I members as represented by PGCEA with respect to suspension or dismissal of Unit I member by the <del>Chief Executive Officer</del> 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 <del>Chief Executive Officer</del> Superintendent shall remain in effect during the term of this Agreement.</p> <p>A Unit I member temporarily reassigned to an alternate location <del>as a result</del> because of an investigation conducted solely by the school system, <del>or from the time an external investigation is closed,</del> shall not be</p>	
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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 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."~~

13 I. Reject – Maintain the current NA language.

This is covered under PGCPs Administrative Procedures 4170 and 4185.

13 K. Same as 3/18/25

**PGCEA Response 4/29/2025**

13 A. Hold to 3/25/25 response

13 B. Both Sides Agree – TA

13 C. Both Sides Agree – TA

D. No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.

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 members has a reasonable belief that the meeting or hearing may result in disciplinary action:~~

- a. ~~Upon their election to do so, Unit I members have 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 ~~providing that the request for representation does not unreasonably delay the meeting.~~
- b. the Unit I member being informed of the specific allegation(s) against them before being asked to provide any incident statement or attend any interview.
- c. the right to a formal hearing within ~~thirty (30)~~ **forty-five (45)** 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~~ **forty-five (45)** 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 members as represented by PGCEA with respect to suspension or dismissal of Unit I member 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.

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 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.

13 I. PGCEA holds to proposal of 3/11/25

13 K. PGCE holds to proposal of 3/11/25

#### PGCPS Counter Proposal 4/29/25

#### ARTICLE 13 — EMPLOYEE RIGHTS

D. No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.

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.~~

- a. ~~Upon their election to do so, Unit I members have the right for the Unit I member to have an Union Association field 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 unreasonably delay the meeting more than two (2) 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 other entity will be reassigned for the period of time necessary to investigate the matter and determine if the reassignment should continue.~~ PGCPS will endeavor to return the employee to their assignment as soon as practical. However, if the reassignment lasts beyond 45 business days, the employee and/or union may inquire regarding the status of the investigation and the reassignment by contacting the Employee

and Labor Relations Advisor assigned to the case. ~~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 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."

#### PGCPS Response – 5/6/2025

13.A – Hold to the 3/18/25 counter

TA – 13.B & C

13 D – Revised counter submitted on 4/29/25

Reject 13 I

13.K – Hold to the counter submitted on 3/18/25

#### PGCEA Response 5/20/25

13 A. Hold to 3/25/25 response

Counter proposal:

- D. No Unit I member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.
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.~~
- a. ~~Upon their election to do so, Unit I members have the right for the Unit I member to have an Union Association field 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 unreasonably delay the meeting more than two (2) 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) forty-five (45) 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 forty-five (45) 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



	<p>regarding the issuance of Second Class <b>Licenses</b>/Certificates and the classification of <b>licenses</b>/certificates by the <del>Chief Executive Officer</del> <b>Superintendent</b> shall remain in effect during the term of this Agreement.</p> <p>2. A Unit I member temporarily reassigned to an alternate location <del>as a result</del> because of an investigation conducted <del>solely</del> by the school system, <b>or other entity will be reassigned for the period of time necessary to investigate the matter and determine if the reassignment should continue. PGCPs will endeavor to return the employee to their assignment as soon as practical. However, if the reassignment lasts beyond 45 business days, the employee and/or union may inquire regarding the status of the investigation and the reassignment by contacting the Employee and Labor Relations Advisor assigned to the case, or from the time an external investigation is closed;</b> Unit I members shall not be reassigned for a period greater than 45 <b>business</b> 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 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 <b>immediately</b> <del>as soon as practicable</del> and the temporary assignment shall continue.</p>	
<p><b>Article 14</b> <b>Educator</b> <b>Facilities,</b> <b>Equipment,</b> <b>and Supplies</b></p>	<p><b><u>PGCEA Proposal 3/11/2025</u></b></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. <b>Itinerant instructional Unit I members shall be provided with securable classrooms for the instruction of their students at each school they are assigned.</b></p> <p>6. <b>Accessible</b> restroom(s) reserved for the exclusive use of faculty and staff. <del>The Faculty restrooms is</del> <b>are</b> to be <b>labeled as such</b>, kept clean, and adequately supplied. It is understood that <del>common</del> facilities <del>used by</del> <b>assigned for use by</b> the staff must be maintained in an orderly condition by those using the facilities.</p> <p>18. Unit I members shall receive <del>\$100</del> <b>five hundred dollars (\$500.00)</b> during the first 30 days of <del>the each</del> school year <del>for SY 23, SY 24, and SY 25</del> for supplies, materials, and other items used in the workplace.</p> <p>21. <b>PGCPs Employee Badges shall be replaced on a five-year cycle. Badges that are stolen or damaged at no fault of the employee shall be replaced at no cost to the Unit I member.</b></p> <p><b><u>PGCPS Response 3/18/2025</u></b></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. <b>Itinerant instructional Unit I members shall be provided with <del>securable</del> locations <del>classrooms</del> for the instruction of their students at each school they are assigned.</b></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.

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.

21. PGCPs Employee Badges shall be replaced on a five-year cycle. Badges that are stolen or damaged at no fault of the employee shall be replaced at no cost to the Unit I member. Hold for further study.

We agree in principal to increase the reimbursement for school supplies, etc. in an amount to be determined as part of economic negotiations.

PGCPS

#### PGCEA Response 3/25/2025

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.

5. Itinerant instructional Unit I members shall be provided with securable locations-classrooms for the instruction of their students at each school they are assigned. This space shall meet the COMAR requirements for Academic Classroom Space (COMAR 14.39.07.07)

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.

**PGCEA Agrees to A. 6. Counter**

#### PGCPS Response 4/22/2025

14 A. 5. Same as 3/18/25

14 A. 6. Same as 3/18/25 Agreement

14 A. 18. Unit I members shall receive \$100 five two hundred dollars (\$200.00) (\$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.

14 A. 21. Same as 3/18/25

#### PGCEA Response 4/29/2025

14 A. 5. PGCEA Holds to counter proposal of 3/25/25 – waiting for response.

14 A.6. PGCEA and PGCPs Agree – TA

14 A. 18. Unit I members shall receive \$100 five two hundred dollars (\$200.00) (\$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~~ for supplies, materials, and other items used in the workplace.

#### 14 A.21. Waiting for PGCPs Response

#### PGCPs Counter Proposal 4/29/25

14 A. 21.

PGCPs Employee Photo Identification Badges shall be replaced as needed ~~on a five-year cycle~~. A fee will be assessed to replace all lost, stolen or non-job-related damaged photo identification badges. ~~Badges that are stolen or damaged due to normal wear or due to a job-related occurrence at no fault of the employee shall be replaced at no cost to the Unit I member.~~ A representative from The Division of Human Resources, Employee and Labor Relations will assess the badge and make a determination regarding replacement and any associated fees.

Employees must report lost or damaged photo identification badges to Human Resources immediately and notify their supervisor.

Concurrently, the employee should submit a request via email to [hr.escphotoid@pgcps.org](mailto:hr.escphotoid@pgcps.org) for a replacement photo identification badge.

#### PGCPs Response – 5/6/2025

14.A.5 – Hold to the 3/18/25 counter

TA - 14.6, 14.18

14.A.21 – PGCPs proposed a counter on 4/29/25

#### PGCEA Response 5/20/25

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.

5. Itinerant instructional Unit I members shall be provided with securable ~~locations~~ classrooms for the instruction of their students at each school they are assigned. ~~This space shall meet the COMAR requirements for Academic Classroom Space (COMAR 14.39.07.07)~~

18. TA

21. PGCPs Employee Photo Identification Badges shall be replaced as needed ~~on a five-year cycle~~. A fee will be assessed to replace all lost, stolen or non-job-related damaged photo identification badges. ~~Badges that are stolen or damaged due to normal wear or due to a job-related occurrence at no fault of the employee shall be replaced at no cost to the Unit I member.~~ A representative from The Division of Human Resources, Employee and Labor Relations will assess the badge and make a determination regarding replacement and any associated fees. Employees must report lost or damaged photo identification badges to Human Resources immediately and notify their supervisor. Concurrently, the employee should submit a request via email to [hr.escphotoid@pgcps.org](mailto:hr.escphotoid@pgcps.org) for a replacement photo identification badge.

<p><b>Article 15 – Classroom Management and Discipline</b></p>	<p><u><b>PGCEA Proposal 3/11/2025</b></u></p> <p>C. Classroom management is the responsibility of the Unit I member. Procedures for handling disruptive students both <del>within and without</del> <b>of</b> 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. <b>Procedures will be available to staff in writing. Such procedures shall be finalized before the students’ first day of school, but changes may be made during the school year with input from the staff and Faculty Advisory Council.</b></p> <p>D. <b>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.</b></p> <p>H. <b>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.</b></p> <p>I. <b>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.</b></p> <p><u><b>PGCPs Response 3/18/2025</b></u></p> <p><b>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.</b></p> <p>C. Classroom management is the responsibility of the Unit I member. Procedures for handling disruptive students both <b>in and out of</b> <del>within and without</del> the classroom will be developed in accordance with PGCPs policies and procedures in each school by the principal</p>	
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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.

- 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.~~

**PGCEA Response 3/25/2025**

- 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.~~

**PGCEA Holds on proposed language D**

**PGCEA Holds on proposed language H**

**PGCPS Response 4/22/2025**

**15 C. Same as 3/18/25**

**15 D. Same as 3/18/25**

**15 H. Same as 3/18/25**

- 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~~ as necessary throughout the school year.

**PGCEA Response 4/29/25**

- 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.~~

15 D. Hold to proposed language of 3/11/25

15 H. Hold to proposed language of 3/11/25

15 I. Agree to PGCPS language of 4/22/25 – TA

**PGCPS Response – 5/6/2025**

15.C – Hold to the 3/18/25 counter

Reject 15.D & H – Student discipline and security are governed by the PGCPS Administrative Procedure 10000 series.

TA on 15.I

**PGCEA Response 5/20/25**

15 C. – Hold to 4/29/25 response

15 D. – Hold to 3/11/25 proposal

15 H. – Hold to 3/11/25 proposal