

## PGCEA/PGCPS Bargaining Tracker

# **PGCEA Less Testing More Learning Proposals**

Article	Proposal	Agreement
Article 20	PGCEA Proposal 3/25/2025	
INSTRUCTIONAL PROGRAM	20.1 STUDENT TESTING <del>AND SURVEY DATES</del>	
	A. 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 or before the first professional duty day for all Unit I members of each school year of this agreement. The published testing information will include the number of minutes required for administering and completing 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.	
	B. Any training necessary for the administration of state and/or district testing will be done during the Unit I members' workday independent of their contractual planning time under Article 6.2 C. 2. a. and b.	
	C. PGCEA and PGCPS will form an ongoing committee with the goal of making recommendations to the Board of Education to eliminate duplicative and unnecessary tests and minimize the impact of testing on the overall education program. The committee will be co-chaired by one member chosen by the PGCEA President and the other by the school system. The committee will include Unit I members appointed by the PGCEA President, administrators, students appointed by the Student Member of the Board of Education, and parents. Initial recommendations of the committee will be made to the Board of Education by March 1, 2026.	
	D. No subject area shall be required to administer more than one county level assessment in a quarter.	
	E. B. 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 and making it publicly available.	
	PGCPS Response 4/1/2025 20.1 A. HOLD 20.2 B. HOLD	
	20.2 C. HOLD – further consideration	

20.2 D. HOLD – further consideration 20.2 E. HOLD – further consideration PGCPS Response 4/22/25 Same as 4/1/25PGCEA Response 4/29/25 Waiting for PGCPS response PGCPS Response -5/6/25 20.1 – HOLD - PGCPS is identifying a subject matter expert to present at the next session PGCEA Response 5/20/25 Hold to 3/25/25 proposals PGCPS Response 5/13/25 - Discussion w/ Dr. Strader Reject – 20.1 A, C, D HOLD – 20.1 B & E – pending further review **PGCEA Response 5/27/25** 20.1 A, C, D hold to 3/25/25 proposals **PGCEA Response 6/3/25** 20.1 A Withdraw proposal, maintain current language 20.1 B & E Waiting for PGCPS Response

## PGCEA Smaller Class Sizes, Case Loads, and Service Provider Ratios Proposals

20. 1 C Hold 20.1 D Hold

Article	Proposal	Agreement
Article 20	PGCEA Proposal 3/25/2025	
INSTRUCTIONAL	20.4 ASSIGNMENT EQUALIZATION	
PROGRAM		
	A. 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. If, subsequent to September 30, any Unit I	
	member has a class which exceeds the county class size average, 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 <del>CEO</del>	
	Superintendent 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	
	appropriate Associate Superintendent, who will have that matter reviewed	
	within five (5) working days of receipt of the request. <del>If, after</del>	
	consideration by the appropriate Associate Superintendent, 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.

If a class size reduction is not agreed upon the impacted Unit I member will receive a stipend as determined below:

Percent Over County Class Size Average	Stipend
10%	\$1,750
20%	\$2,000
30% or over	\$2,250

B. The Board of Education and PGCEA hereby agree that subject to building/department limitations, budget, and program requirements, action will be taken to maintain favorable caseload and provider ratios, in accordance with Board of Education policy and reduce caseloads which exceed by more than 10% of the recommended limits in the Special Education Staffing Plan (SESP). A committee to review SESP annually shall include the PGCEA Special Education/Student Services Committee, Associate Superintendent of Special Education and Associate Superintendent of Student Services with FAC departmental representation and/or Unit 1 members from each discipline. Consideration of Related Service Provider caseloads or service provider ratios will include, but not be limited to, number of students and/or provider service hours on a provider's caseload, number of schools a provider is assigned, drive time between a provider's assigned schools, staffing at new specialty programs during the specialty program's first year, and providers who are assigned to a school site immediately following a vacancy in their discipline.

If, subsequent to September 30, any Unit I member has a caseload which exceeds the recommended PGCPS limits defined in the SESP, the Unit I member after consultation with the principal/supervisor will receive hourly pay at their per diem rate.

#### PGCPS Response 4/1/2025

20.4 A. Reject – not willing to negotiate class sizes or the Board's budget

## PGCPS Response 4/22/2025

Same as 4/1/2025

#### PGCEA Response 4/20/2025

20.4 A & B – Hold to 3/25/25 proposals

### PGCPS Response - 5/6/2025

Reject 20.4 – Not willing to negotiate class sizes

#### PGCEA Response 5/20/2025

Hold to 3/25/25 Proposals

## PGCEA Response 6/3/2025

20.4 ASSIGNMENT EQUALIZATION

A. 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 Countywide class size average. If, subsequent to September 30, any Unit I member has a class which exceeds the county class size average, 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 Superintendent 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 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, a mutually acceptable settlement is not achieved, the FAC may refer the matter to the Chief Executive Officer Superintendent for final action. The FAC may request that the PGCEA President, or designee be present at any meeting scheduled to review class size concerns.

If a class size reduction is not agreed upon the impacted Unit I member will receive a stipend as determined below:

Percent Over County Class Size Average	<u>Stipend</u>
<del>10%</del>	<del>\$1,750</del>
<del>20%</del>	\$2,000
30% or over	<del>\$2,250</del>

NOTE – PGCEA maintains that this proposal did not attempt to negotiate class size and is a mandatory subject of bargaining under Education Article § 6-408 (c)(1) (i) as it relates to "salaries, wages, hours, and other working conditions". This is supported by an Attorney General's opinion dated February 9, 2023 (https://acrobat.adobe.com/id/urn:aaid:sc:US:8b0609df-4463-4827-bbf0-85b06b2b8a59).

B. Subject to building/department limitations, budget, and program requirements, action will be taken to maintain favorable related service provider workloads, in accordance with Board of Education policy and reduce workloads which exceed the recommended limits in the Special Education Staffing Plan (SESP).

Consideration of Related Service Provider workloads will include, but not be limited to, number of students and/or provider service hours on a provider's caseload, number of schools a provider is assigned, drive time between a provider's assigned schools, staffing at new specialty programs during the specialty program's first year, and providers who are assigned to a school site immediately following a vacancy in their discipline.

After September 30, any related service provider that has a caseload which exceeds the recommended caseload defined in the SESP will have their workload reduced within the limits specified in the SESP or receive support with caseload/workload tasks to reduce their workload to manageable limits.