

PGCEA/Prince George's County BOE Tentative Agreement  
July 1, 2025- June 30, 2028, Contract

**If ratified by the members of PGCEA and the Board of Education, this agreement will be in effect from July 1, 2025, to June 30, 2028. All provisions, including salary improvements, are retroactive to July 1, 2025.**

The following language changes, in numerical order, are included in the tentative agreement:

<b>Article 1.1</b> DURATION OF AGREEMENT	This Agreement is made and entered into by and between the Board of Education of Prince George's County and the Prince George's County Educators' Association for the period of July 1, <del>2022</del> <b>2025</b> , through June 30, <del>2025</del> <b>2028</b> .
<b>Article 2.7</b> CONTRACT EMPLOYEES	<b><i>B. Any work normally done by Unit I members, such as compensatory services, second assignments, and summer school, shall be advertised and offered to Unit I members before being offered to contract employees, vendors, or non-PGCPS service providers.</i></b>
<b>Article 3</b> DEFINITIONS	<b><i>13. Per Diem – The daily rate of pay derived from the annual salary divided by the number of contract days.</i></b> <b><i>14. Prorated Per Diem – The product of the base annual salary multiplied by 1/1500.</i></b>  <b><i>Replace CEO with Superintendent throughout Article 3.</i></b>
<b>Article 4.3</b> 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 two-hundred twenty-five (225) days aggregate and cumulative for all professional employees or 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 for the elected <b><i>vice president and</i></b> treasurer of the Association and one other individual designated by the Association. Other exceptions may be granted upon approval by the Chief Human Resources Officer. When the immediate supervisor is unable to make emergency arrangements, the Board will be reimbursed by PGCEA for the cost of substitutes used on a full or half-day basis. Application for such leave shall be made in writing to the Chief Human Resources Officer as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. PGCEA and its officers recognize and agree that this privilege should not be abused. This section does not apply to summer school teaching. The Board will develop appropriate leave codes for use when PGCEA members are absent from their work location for professional organization involvement leave.

<b>Article 4.5 A</b> FACULTY ADVISORY COUNCIL	FAC Formation Language (4.5A) A Faculty Advisory Council is to be established by the Unit 1 members in every school, work site, or department. <b><i>Work site shall be defined as any employee group that reports to the same direct supervisor for the purposes of this article.</i></b>
<b>Article 4.5 H</b> FACULTY ADVISORY COUNCIL	Upon the formation and organization of the FAC, the chair of the FAC of each worksite shall send a copy of the roster to PGCEA and to the principal or supervisor designated by the <del>Chief Executive Officer</del> <b>Superintendent.</b>
<b>Article 4.5 J.</b> FACULTY ADVISORY COUNCIL	J. The Chair of the FAC or designee shall serve as a representative to the school/ <del>worksite</del> Improvement/Planning/ <del>School Planning Management/Leadership</del> <b><i>team that monitors and facilitates the implementation of School Performance Plans (SPPs).</i></b>
<b>Article 4.5 K.</b> FACULTY ADVISORY COUNCIL	<b><i>K. School budget allocations (including but not limited to the school-based budget, Title I funds, and community school funds) shall be shared and integrated into the yearly budget topic meeting with staff, and PTA/PTO meetings in accordance with PGCPs internal budget guidance guidelines.</i></b>
<b>Article 5</b> GRIEVANCE PROCEDURE	<p><b>B. Definitions, as applied to ARTICLE 5.</b></p> <ol style="list-style-type: none"> <li>1. A complaint is any problem or misunderstanding that <del>can</del> <b>cannot</b> be settled orally between the parties involved.</li> <li>2. A grievance is any unsettled complaint by a Unit I member(s) or by PGCEA on its own behalf of an alleged violation or misinterpretation of this Agreement except as provided in ARTICLE 9 and ARTICLE 11.</li> <li>3. An aggrieved person/party is a Unit I member(s) making the claim.</li> <li>4. The term Unit I member(s) includes individuals or groups who are members of the bargaining unit covered by this Agreement.</li> <li>5. A party of interest is the person(s) making a claim and person(s) who may be required to take action or against whom action may be taken <del>in order</del> to resolve the claim.</li> <li>6. The term days shall mean <del>days other than Saturday, Sunday and School Holidays</del> <b>business days</b>. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.</li> </ol> <p><b>C. Procedures</b></p> <p>Unit I member(s) electing to use the grievance procedure are required to follow the steps outlined below specifically. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between PGCEA and the Administration.</p> <p><i>Step Three</i></p> <p>In the event the aggrieved party is not satisfied with the decision of the</p>

	<p>principal or supervisor, the grievant will, within fifteen (15) business days by 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. In such instances, the timeline for <i>the</i> written response will be adjusted. A PGCEA staff member may be present at the meeting or conference. Copies will be sent to the aggrieved person, the principal or supervisor and PGCEA.</p> <p><i>Step Four</i></p> <p>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 <del>in which</del> to provide <i>a</i> 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. Selection shall be made by alternately striking names from the list until one name remains within thirty (30) days of receipts of the grievance at the Step 4 level. Such person shall be designated as the arbitrator. The parties understand and agree that those matters not covered by this Agreement are, consistent with Section 1.06 herein, reserved for Board policy and that, therefore, only grievances as defined in Section 4.02 herein are subject to arbitration under this Agreement. The arbitrator's decision shall be final and binding on both parties, subject to the following principles:</p>
<p><b>Article 6.1 A. 1-14 WORK YEAR/WORKDAY</b></p>	<p>A. Unit I members employed for ten months may be scheduled to work 192 days in the school year. The Board of Education (BOE) shall provide reasonable makeup days and/or sessions to resolve any absences. The BOE may also waive the days at its discretion.</p> <p><del>a.-Unit I members employed for <i>a duration of</i> eleven months will be required to work two hundred and twelve (212) twelve-eleven (212) (211) days. No later than t</del>Thirty (30) days prior to the <i>commencement</i> <del>beginning</del> of the work year, <i>PGCPS shall create and disseminate</i> <del>eleven-month personnel will be provided with a copy of a tentative schedule listing when their</del> <i>specifying the dates on which the</i> required contract days <del>will</del> <i>shall</i> be worked. Where possible this schedule will be worked out after input from the affected Unit I member. The schedule will <del>provide</del> <i>include</i> a period of at least three</p>

consecutive ~~calendar~~ weeks **without duty days** when there are not any duty days scheduled, unless there is mutual agreement to do otherwise.

~~b.~~ Unit I members employed for twelve months are expected to work on days schools are closed for emergencies unless the Central Offices are closed.

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, **and fourth** grading periods in order that Unit I members will be able to devote such ~~three~~ **four** one-half days to complete required grades and other reports. Unit I members have the option of completing each of these ~~three~~ **four** half days at an alternate worksite of their choice.
2. During the duration of this agreement two (2) full duty days preceding the first student day and one (1) duty day at the end of the school year shall be scheduled by the principal exclusively for Unit I members to work in their classrooms or other assigned work locations independently to prepare for the opening and closing of the school year. If adjustments to the PGCPs Calendar result in only one non-instructional day remaining at the end of the year, that day will be scheduled for Unit I members to work in their classrooms while also completing the required checkout procedures for their school/work location.
3. In preparation for the Middle States Evaluations of High Schools, the chairperson of each official faculty committee shall have scheduled the equivalent of one workday for the purpose of preparing required reports in the evaluation process. Official faculty committees shall be those determined in Sections 1-10, including the subcommittees of Section 4 in the Evaluative Criteria edition being used by that school. The school-wide Chairperson of the Middle States Evaluation Committee shall have scheduled the equivalent of three (3) workdays to complete **the** report.
4. New Unit I members shall have three (3) days assigned as preservice days in addition to the 192 days scheduled for all ten-month employees. These days will be scheduled by the Office of 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. 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.
5. **Two days of asynchronous professional development will be provided to all Unit members at a worksite of their choice:**
  - a. 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 ~~and shall produce a certificate of completion for each self-directed professional development course.~~ The ~~CEO~~ **Superintendent** will formally announce the specific date **by September 1 of each year.**

	<p><i>b. The Board will work with the Union during the 2025-2026 school year to provide sufficient time to complete all required online guided professional development via SafeSchools (or other district-mandated platform) at worksites selected by Unit I members and shall provide a designated day for such online professional development during each of the remaining years of this contract. Unit I members who fail to successfully complete the required online guided professional development during the designated day will be responsible for doing so during their own time.</i></p> <p>6. Pupil Personnel Workers shall be eleven (11) month Unit I positions; <del>effective June 1, 2023.</del> The application process for 12-month positions will consider internal candidates only.</p> <p>7. School Psychologists shall be eleven (11) month Unit I positions. The application process for 12-month positions will consider internal candidates only.</p> <p>8. A full-time Athletic Director position will be assigned to all PGCPs high schools and <del>added to</del> <i>the position will be included on</i> the differential schedule A for Unit I members <del>effective July 1, 2022.</del> 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 <del>effective June 1, 2023.</del> <del>The Athletic Director/Teacher pay scale will be</del></p> <p><i>Individualized Education Program (IEP) Facilitators shall be <del>eleven (11)</del> ten (10) month Unit I positions and will be included on the Differential Scale A for Unit I members.</i></p>
<b>Article 6.1 A. 15 WORK YEAR/WORK DAY</b>	<p>A. Unit I members employed for ten months may be scheduled to work 192 days in the school year.</p> <p><i>Home and Hospital Case Managers shall be <del>11</del>-ten (10) month Unit I positions <del>employees and be placed on Lane A of the PGCPs Differential Pay Schedule.</del></i></p>
<b>Article 6.2 A. WORK DAY</b>	<p>A. The workday is a day of regular duty. Unless extenuating circumstances do not allow for such, the start and closing times of the workday established at each work site shall not be changed without at least 5 days' notice to staff. <del>In the event that</del> <i>If</i> a change in start and closing times creates an undue hardship or has an adverse impact on a Unit I member, the Unit I member may seek an administrative transfer.</p> <p>1. The normal workday for Unit I members shall be 7-1/2 hours inclusive of lunchtime. 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.</p> <p>2. All Unit I members are expected to devote to their assignments the time necessary to meet their responsibilities, but they will not be required to clock in or out by hours and minutes. A method for certification of attendance will be developed by the principal with the review of <del>in collaboration with</del> the Faculty Advisory Council.</p>
<b>Article 6.2 E.</b>	E. Substituting

WORK DAY	<ol style="list-style-type: none"> <li>1. Any Unit I members who volunteers or is assigned to cover or teach a class other than their regular scheduled assignment shall be compensated in addition to their regular pay at <del>the</del> rate of <del>thirty-four dollars (\$34.00)</del> payable in no less than one (1) hour increments.</li> <li>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 hourly rate <del>four dollars (\$34.00)</del> for each instructional period additional students are assigned to them, payable in no less than one hour increments.</li> <li>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 <del>an</del> hourly rate <b>thirty-four dollars (\$34.00)</b> per each student instructional hour in no less than half hour increments.</li> <li>4. <i>If any Unit I member is designated by an assigned supervisor to cover the non-classroom duties of another classroom teacher or vacancy, such as lesson planning or grading, in addition to their regular assignment, the Unit I member will be the hourly rate of thirty-four (\$34.00 no less than <del>hourly</del> 30-minute increments for such additional assignments. This language shall apply to department chairs, team leaders, and all other Unit I members in such positions. This language shall also apply to each impacted Unit I member if the duties are divided between multiple staff members. No Unit I member will be required to cover more than 2 additional assignments under this language unless there is an emergency.</i></li> <li>5. The parties agree that the <del>CEO</del> Superintendent will issue a memorandum discouraging the over-use of non-classroom teachers to cover classrooms if a Unit 1 member is absent. The use of non-classroom teachers to cover classrooms shall not negatively impact the instructional program.</li> </ol>
Article 6.2. F. WORK DAY	<p>E. Covering for Non-classroom Based Educators</p> <ol style="list-style-type: none"> <li>1. In the event a Unit I member is designated by an assigned supervisor to cover the caseload/work of another Unit I position <del>member</del> in addition to their regular assignment, the Unit I member shall be compensated <i>thirty-four dollars (\$34.00) per hour</i> in no less than one-hour increments for such additional assignment.</li> <li>2. In the event a non-classroom-based educator is absent <b>or there is a vacancy</b>, 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, <b>thirty-four dollars (\$34.00) per hour.</b></li> </ol>
Article 6.2. G WORK DAY	<p>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</p>



	<p>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 <b>thirty-four dollars (\$34.00)</b> in no less than half-hour increments for that planning period. This entitlement does not include days <del>where</del> <b>when</b> the school system has a delayed opening or early dismissal.</p>
<p><b>Article 6.2 L. WORK DAY</b></p>	<p>L. <del>EXTENDED</del> <b>OVER-NIGHT DUTY DAY COMPENSATION</b> Unit I members assigned and completing overnight activities with students <b>at mandatory curriculum based instructional, Camp Schmidt, and Hard Bargain Farm, North Bay, or other school sponsored overnight programs or trips</b>, shall be paid two hundred dollars per night in additional compensation, up to a maximum of <del>two</del> <b>five</b> nights, if the assignment is not a part of the member's regularly assigned duties for the position as noted in the position description.</p>
<p><b>Article 7B TEACHER EDUCATOR ASSIGNMENT</b></p>	<p>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 assignments may not be changed after the last duty day <b>or during the successive school year</b> unless unforeseen circumstances cause the principal/supervisor to make such changes.</p>
<p><b>Article 7C TEACHER EDUCATOR ASSIGNMENT</b></p>	<p>C. When changes need to be made, <b>the Principal/Supervisor will hold a conference with the Unit I member to inform them of the assignment change for the current school year</b>, <del>notification</del> setting forth the <b>specific</b> reasons for the change, <b>and written notification</b> shall be promptly <del>sent 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.</del> <b>Human Resources will be copied on the written notification. Employees subject to reassignment will be provided at least 48 hours notice one full work week before the change goes into effect.</b></p>
<p><b>Article 7F TEACHER EDUCATOR ASSIGNMENT</b></p>	<p>F. <del>The principal shall be responsible for obtaining substitutes for classroom teachers who are absent.</del> 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.</p>
<p><b>Article 7F TEACHER EDUCATOR ASSIGNMENT</b></p>	<p>G. Job Sharing</p> <p>With the approval <b>[in this order]</b> of the principal/supervisor, <b>the Associate Superintendent, the Division Chief,</b> and the Chief Human Resources Officer, two <del>teachers</del> <b>Unit I members</b> may volunteer to share <del>an classroom-teaching</del> assignment. Approval of such job-sharing would be based upon educationally sound principles and assurance that the students involved will not be adversely affected by such an assignment. In those instances where job-sharing is approved, the assignment will be for one year at a time. Extension of such an assignment will</p>

	<p>be based upon an evaluation of the successful completion of the educational goals and objectives set forth at the beginning of the assignment. <b><i>Teachers Unit I members</i></b> on job-sharing assignments will receive prorated personal leave and sick leave benefits. Seniority for <b><i>teachers Unit members</i></b> on job-sharing assignments will accrue on the same basis as other part-time <b><i>teachers Unit members</i></b>. Premium payments toward insurance benefits will be on a prorated basis.</p>
<p><b>Article 7L. TEACHER EDUCATOR ASSIGNMENT</b></p>	<p>L. Special Education teachers <b><i>and licensed Unit 1 support and related service providers</i></b> will be released from teaching and other duties at least five (5) days per school year to work on paperwork/IEP/IFSP. compliance. These days will be scheduled through agreement between the teacher/<b><i>related service provider</i></b> and principal/<b><i>supervisor</i></b> with no more than two (2) occurring in any one quarter. <del>Teacher</del> Requests for the placement of these days will not be unreasonably denied. Substitutes shall be provided to cover any teaching or co-teaching assignments.</p> <ol style="list-style-type: none"> <li>1. <b><i>The</i></b> agreed upon release time shall be in addition to any other school district provided leave or preparation time.</li> <li>2. To the extent possible, employees shall have access to computers, printers, software and all other appropriate materials necessary to complete <b><i>paperwork/IEP/IFSPs and related documentation</i></b>.</li> <li>3. Unit I members have the option of determining their worksite on the five (5) days per school year articulated in this section.</li> <li>4. PGCPs shall create a separate absence code for the tracking of these days.</li> </ol>
<p><b>Article 8E. NON-TEACHING DUTIES</b></p>	<p>E. Attendance at meetings of Unit I members called for purposes directly related to the educational process shall be required duty. Faculty and other Unit I member meetings shall require notification at least forty-eight (48) hours in advance except <b><i>in for</i></b> emergencies and shall not last more than one hour before or after the student day. Except <b><i>in for</i></b> 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. 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.</p>
<p><b>Article 8D.</b></p>	<p>D. <b><i>Unit 1 Members shall not be required assigned to to perform crossing guard duties.</i></b></p>
<p><b>Article 8I. NON-TEACHING DUTIES</b></p>	<p>I. 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 <b><i>submission of attendance through the online student information system (SIS)</i></b>. <del><b><i>School attendance personnel shall contact the parent(s)/guardian(s) of students</i></b></del></p>



	<i><del>who have missed 10% or more days in a quarter. Administrative Procedure 5113. Additionally, Administrative Procedure 5113 will be reviewed for recommended changes by January 30, 2023.</del></i>
<b>Article 8J.</b> NON-TEACHING DUTIES	<p>J. 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.</p> <ol style="list-style-type: none"> <li>1. <i><del>Grades inputted</del> <u>entered</u> into Synergy (or other PGCPs grade management software) represent the most efficient method to communicate student progress <del>to caregivers</del>. Unit I members will not be required to <del>communicate</del> enter duplicate grade reports outside of Synergy.</i></li> <li>2. <i><del>PGCPs and PGCEA will form a joint committee to be co-chaired by a designee appointed by the Superintendent and a designee appointed by the PGCEA president to reduce the duplication of efforts around grade reporting. The committee will be composed of up to 10 members besides the co-chairs, 5 of whom will be appointed by the PGCEA president. The committee will begin upon ratification of the contract and report initial recommendations to the Superintendent by March 15, 2026.</del></i></li> </ol>
<b>Article 9L.</b> TEACHER EVALUATION AND RATING	<p>L. 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 <i><del>I Educator</del></i> Evaluation 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.</p>
<b>Article 9M.</b> TEACHER EVALUATION AND RATING	<p><i>M. The Unit I Evaluation Workgroup will develop a peer assistance and review (PAR) program to forward to the Career Ladder Development Board for consideration. The PGCEA and PGCPs bargaining teams will adhere to any provisions that require negotiations.</i></p>
<b>Article 10.2</b> VACANCIES & TRANSFERS	<p><b>Procedures for Implementing Voluntary Transfers</b></p> <p>A. General Criteria The Board and PGCEA agree that requests for transfer shall be considered subject to the following criteria:</p>

1. Factors to be considered:
  - a. Professional **Licensure**/Certification for the position desired.
  - b. Tenure status: Non-tenured Professionally **Licensed**/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.
  - c. Seniority.
  - d. Filling a difficult to staff or critical shortage content area based on the needs of the school system (i.e., ESOL).
  - e. Content areas requiring special qualifications such as dual **licensure/certification** or performance experience (i.e., language immersion, creative/visual and performing arts).
  - f. Professional qualifications and competence relative to the needs in an available position.
  - g. Proximity to place of residence.
  - h. Other relevant factors.
2. All voluntary transfers shall be acceptable to the receiving principal/**supervisor**.
4. On request, between April 1 - July 15, the Division of Human Resources will supply to PGCEA **notification** ~~a list~~ of vacant **teaching Unit I** positions.

#### B. Transfer Procedure

1. 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 **license/certification**) through iRecruitment in Oracle Self Service between January 15 and March 15.
2. 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.
  - a. The Division of Human Resources will provide Principals/**Supervisors** with access to all applicants who have applied for a transfer to their school/location through iRecruitment. Principals/**supervisors** should review all voluntary transfer applications for their school/location and schedule interviews for vacant positions.
  - b. The principal/**supervisor** and the transfer applicant must agree in writing to the voluntary transfer. Written voluntary transfer acceptance agreement from the principal/**supervisor** and transfer applicant must be received in the Division of Human Resources by July 15.
  - c. The Division of Human Resources will provide principals/**supervisors** access to voluntary transfer applicants for all schools/**departments**. The lists will include all eligible transfer applicants to be considered by the principal/**supervisor** and who have met the requirements to transfer. The lists shall be valid until July 15. Vacancies can be filled from these lists.

	<p>If no applicants were available to establish the lists, vacancies may be filled by a new hire.</p> <ul style="list-style-type: none"> <li>d. The 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.</li> <li>e. 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/<i>supervisor</i> has been assigned to the school/<i>department</i>, 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 <del>whether or not</del> <i>if</i> the applicant still wants the transfer.</li> <li>f. When the principal/<i>supervisor</i> at the receiving school/<i>worksite</i> 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 <i>the</i> school <i>year</i> has not started.</li> <li>g. Once the Division of Human Resources sends written electronic confirmation of the transfer assignment to the selected transfer applicant and the principal/<i>supervisor</i>, 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.</li> </ul>
<p><b>Article 10.3</b> VACANCIES &amp; TRANSFERS</p>	<p><b>Procedures for Implementing Involuntary Transfers</b></p> <p>A. 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 <del>affected</del> <i>enacted</i> from time to time to conform with Board of Education Staffing Formulas. When involuntary transfers <del>have to</del> <i>must</i> be made the Division of Human Resources will provide the principal/<i>supervisor</i> with the names of any <del>teacher(s)</del> <i>Unit I members</i> who have been declared staff reductions in accordance with the following procedures applied in sequential order:</p> <ul style="list-style-type: none"> <li>1. Volunteer(s) shall first be sought. A <del>teacher</del> <i>Unit I member</i> who volunteers to become the involuntary transfer shall do so in writing to the principal/<i>supervisor</i> and the Human Resources Division. A <del>teacher</del> <i>Unit member</i> who volunteers to become the involuntary transfer will be given the same consideration in determining <del>the school</del> <i>a</i> transfer as is given to other involuntary transfers.</li> <li>2. <del>Persons</del> <i>Unit I members</i> holding less than an <i>initial professional license</i>/standard professional certificate in <del>the subject or teaching level</del> <i>position</i> to which they are assigned shall then be selected.</li> <li>3. Should the previous two steps not satisfy the required transfer, the decision shall be made according to: <ul style="list-style-type: none"> <li>a. The least senior person in the PGCPs in that school/<i>department</i> within the category affected.</li> </ul> </li> </ul>

Categories are as follows:

- Early Childhood~~/Education/Elementary Areas (Grades Pre K-3)~~
- *Early Childhood Education (Pre K - 3)*
- *Elementary Education (1-6) Elementary (Grades 1-6)*
- ~~Elementary subject areas of art, music, physical education, librarian, reading, guidance~~
- *Middle School subject Areas*
- ~~High School subject area~~
- *General Secondary Content Areas*
- *Special Education*
- *Specialty Areas (PreK-12)*
- *Specialist Areas*

b. The official evaluation and performance for the previous year.

c. The procedures indicated above shall not apply in the transferring of itinerant teachers resulting from the regrouping of schools.

- B.** The principal/supervisor shall notify a ~~teacher~~ *Unit I member* in a private conference by June 1 ~~that the teacher they~~ will be a staff reduction. Final notification will be given in writing by the Division of Human Resources after notification by the principal/supervisor.
- C.** If a ~~teacher~~ *Unit I member* 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 initial year of the transfer
- D.** ~~Teachers~~ *Unit I members* to be involuntarily transferred will be reassigned ahead of ~~teachers~~ *Unit members* returning from an approved leave of absence and new hires. After July 15, ~~teachers~~ *Unit I members* to be involuntarily transferred will be reassigned ahead of ~~teachers~~ *those* requesting voluntary transfers.
- E.** In referring ~~teachers~~ *Unit I members* who had been declared staff reductions to existing vacancies, system wide seniority in the ~~subject~~ *licensure/certification* area will be the determining factor in establishing the order of referrals.
- F.** A person to be involuntarily transferred shall be referred for a maximum of three interviews to principals/supervisors ~~of schools~~ where there are approved vacancies within their area(s) of *licensure/certification*. A maximum of five (5) workdays after the interview and selection will be permitted for the ~~teacher~~ *Unit member* 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~~ *Unit member* and the receiving principal/supervisor complete the designated form. If a ~~teacher~~ *Unit I member* does not accept any of the positions to which referred and/or selected, the

	<p>Division of Human Resources will assign <del>the teacher them</del> to an existing vacancy.</p> <p>G. 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 <del>opening of school start of the school year</del>. <del>A teacher</del> <b>Unit member</b> 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.</p> <p>H. Any <del>teacher</del> <b>Unit member</b> 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 <del>teacher-Unit I member</del> 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 <del>teacher-Unit member does</del> files 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.</p> <p>I. 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 <del>teacher</del> <b>Unit Member</b> shall be given written notification by the immediate supervisor with specific reasons behind the intent to request 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.</p>
<p><b>Article 11.3</b> PERSONNEL EMPLOYMENT</p>	<p><b>Separation of Employment</b></p> <p>2-All <b>10-month</b> Unit I members who notify the Human Resources Division by <del>April 1</del> <b>May 1 if non-tenured and July 15 if tenured</b>, of their intent to vacate his/her position for next school <del>year will be provided with an</del> <b>and use the</b> effective date of July 1, <b>or, in the case of tenured Unit members resigning between July 1 and July 15, the date of notification, and</b> will have their health insurance continued until August 31 of the same year. <b>All 11-month and 12-month Unit I Members who submit the notification of intent to vacate their position for the next school year and use the identified effective date between July 1 and July 15,</b></p>

	<p><i>will have their health insurance continued until July 31 of the same year. Unit I members who submit the notification of intent to vacate their position for the next school year must use the identified effective date. Voluntary resignation dates entered through Oracle Self-Service that indicate the Unit I member's intent to end employment prior to the end of the school year will be processed accordingly.</i></p>
<p><b>Article 13. A. EMPLOYEE RIGHTS</b></p>	<p><i>A. Any complaints regarding a Unit I member made <del>or recorded in writing, or digital format,</del> or otherwise communicated to <del>any member of the administration</del> the principal or immediate supervisor 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 <del>disciplinary</del> 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, when possible. 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. <del>provided that the request for representation does not delay the meeting beyond two business days.</del> In such an event that the employee is entitled to Union representation and, if desired but unavailable upon short notice, the scheduled meeting shall be promptly rescheduled by the Board and the Union at a mutually agreed upon time within no more than one work week of the notification of the complaint <del>the next two (2) consecutive workdays.</del> <del>If the meeting is not rescheduled within the specified time period, the Board will proceed with scheduling the meeting.</del></i></p>
<p><b>Article 13. B. EMPLOYEE RIGHTS</b></p>	<p><i>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 <del>and expense</del>, 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.</i></p>
<p><b>Article 13. C. EMPLOYEE RIGHTS</b></p>	<p><i>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. <del>Such persons</del> Unit members shall be able to review their file within ten (10) <del>business work</del>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.</i></p>
<p><b>Article 13. D. EMPLOYEE RIGHTS</b></p>	<p><i>D. No Unit I member will be disciplined, <del>reprimanded</del>, reduced in rank or compensation, or deprived of any professional advantage without cause.</i></p> <p><i>1. 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 member has a reasonable belief that the meeting or hearing may</del></i></p>



	<p><del>result in disciplinary action.</del></p> <p><del>a. The right to Union representation.</del></p> <p>a. <del>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.</del></p> <p>b. <del>The Unit I member should</del> shall be being informed of the specific allegation(s) against them before being asked to provide any incident statements or attend any interview conducted by an internal PGCPs office or department.</p> <p>c. <del>An opportunity to have a meeting the right to a formal hearing within thirty (30) forty-five (45) business days, when possible, workdays where Unit I members can examine hear</del> be informed of any evidence against them and respond to allegations. The final determination in the case will be issued within 30 forty-five (45) business days of the hearing, when possible.</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 member as represented by PGCEA with respect to suspension or dismissal of Unit I members by the <del>Chief Executive Officer Superintendent</del> 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 Superintendent</del> 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 because</del> of an investigation conducted <del>solely</del> by the school system shall not be reassigned for a period greater than 45 business days without a final report being issued and a decision being made <del>by the Director of Employee Labor Relations Office (ELRO)</del> regarding the Unit I member's employment status. If extenuating circumstances prevent a final report from being issued or a decision made regarding the Unit I member's status within 45 business days, the <del>Director of ELRO Department of Employee and Labor Relations</del> shall notify the Unit I member as soon as practicable and the temporary assignment shall continue.</p>
Article 13. K. EMPLOYEE RIGHTS	<p>K. Except as otherwise required by law (e.g., IEP meetings), Unit I members shall not be compelled to attend or engage in 1:1 communication (e.g., phone/email, without principal or designee) with parent(s)/guardian(s) who have demonstrated harassing behaviors (including but not limited to assaults, threats, profane remarks, defamation, and excessive contact) that have been previously reported to school administration.</p>

<b>Article 14. A. 5.</b> EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES	<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><b>5. <i>Itinerant instructional Unit I members shall be provided with a reasonable locations for the instruction of their students at each school they are assigned, whenever possible.</i></b></p>
<b>Article 14. A. 6.</b> EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES	<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><b>6. <i>Accessible</i></b> restroom(s) reserved for the exclusive use of faculty and staff. <del>The Faculty/staff restrooms is are</del> <b><i>to be labeled as such</i></b>, kept clean, and adequately supplied. It is understood that <del>common</del> facilities <del>used by</del> <b><i>assigned for use by</i></b> the staff must be maintained in an orderly condition by those using the facilities.</p>
<b>Article 14. A. 7.</b> <b><i>EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES</i></b>	<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><b>6. <i>The departments of Student Services and Special Education , in collaboration with team members on the related services workgroup serving on the Special Education and Student Support Services Committee, will survey all clinicians by the end of the third week of school to gather additional information about clinician workspace. Following completion of the survey, the collaborative group will determine features of an appropriate clinical workspace and a remediation plan to be enacted by the end of the first quarter.</i></b></p>
<b>Article 14. A. 18</b> EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES	<p><b>18. Unit I members shall receive <del>\$100</del> <i>two hundred dollars (\$200.00)</i> during the first 30 days of <del>the each</del> school year <del>for the reimbursement of costs incurred for the purchase of</del> supplies, materials, and other items used in the workplace.</b></p>
<b>Article 14. A. 21</b> EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES	<p><b>21. <i>PGCPS Employee Photo Identification Badges that are damaged due to normal wear and tear, to include deterioration due to age, shall be replaced at no cost to the Unit I member.</i></b></p>
<b>Article 14. E.</b> EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES	<p><b>E. <i>Whenever possible PGCPS will avoid using temporary classrooms for students <del>in</del> at Early Childhood Centers, regional schools or in specialty programs serving students with profound/significant disabilities, pre-kindergarten, or kindergarten.</i></b></p>

<p><b>Article 15 H.</b> CLASSROOM MANAGEMENT AND DISCIPLINE</p>	<p><i><b>H. The Board and PGCEA are committed to maintaining a safe learning environment. Subject to statutory and regulatory restrictions, Unit I members should not be subjected to aggressive student behavior, including hitting, spitting, biting, or throwing objects. Any student exhibiting these aggressive behaviors, shall be temporarily removed from the classroom in accordance with Administrative Procedure 5062. The school-based student behavior support team shall promptly develop or update a safety plan for the student that employs appropriate strategies and supports that are reasonably calculated to ensure the safety of that student, other students, and PGCPs staff before the student is returned to the classroom. It is expressly agreed that this Article shall not supersede the provisions of the Individuals with Disabilities Education Act and its implementing regulations concerning students with a documented disability or students who are suspected of having a disability and does not supersede those provisions of Maryland law concerning the removal of students who are in grades Pre-k through 2<sup>nd</sup>.</b></i></p>
<p><b>Article 15 I.</b> CLASSROOM MANAGEMENT AND DISCIPLINE</p>	<p><i><b>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 as necessary throughout the school year.</b></i></p>
<p><b>Article 17. D.</b> AUTHORIZED LEAVES WITH PAY</p>	<p><b>D. Court Appearance and Jury Duty</b></p> <ol style="list-style-type: none"> <li>1. A Unit I member shall be entitled to <del>up to two days of</del> paid leave <del>in any school year</del> if subpoenaed as a witness in a court proceeding where the subpoenaed Unit I member is expected to testify on a matter pertaining to a present or former pupil of such Unit I member, or as a witness to or victim of a violent crime. If a ten or eleven-month Unit I member is subpoenaed on a matter pertaining to a present or former pupil on <del>one or two</del> days the Unit I member is not scheduled to work, the Unit I member will be paid <del>for the one or two additional days</del> at that Unit I member's per diem rate.</li> <li>2. Any witness fees received for a court appearance must be endorsed <del>over</del> to the Board of Education and forwarded to the Payroll Office.</li> <li>3. When a Unit I member is <del>drawn</del> <b>summoned</b> for jury duty, the Unit I member shall receive full pay provided a written statement is furnished showing time served and expenses received from the Court.</li> <li>4. If a Unit I member appears as a witness for the Board of Education with or without a subpoena, no deduction shall be made from salary. <i><b>If the Unit I member appears as a witness for the Board of Education on days they are not scheduled to work, the Unit I member will be paid at their per diem hourly rate for actual time spent in the hearing.</b></i></li> </ol>

<p><b>Article 17. E.</b>  <b>AUTHORIZED</b>  <b>LEAVES WITH PAY</b></p>	<p>E. Bereavement Leave</p> <p>1. On the death of a child, stepchild, parent, step-parent, parent-in-law, grandparent, grandparent of spouse, legal guardian, grandchild, brother, sister, husband, wife, son-in-law, daughter-in-law, brother-in-law, sister-in-law, qualified domestic partner, or anyone who has <b>recently</b> lived regularly in the household of the <b>Unit I</b> member, such <b>Unit I</b> member shall be allowed four (4)-work days of absence from work without loss of salary. <b><i>The bereavement leave days do not have to be consecutive. <del>One of the four (4) days must be the day of the funeral or interment.</del> Proof of death and/or relationship may be required if there are reasons to suspect that the Unit I member has abused the privilege. However, in the instance where proof cannot be provided, due to religious reasons a written employee statement would suffice.</i></b></p> <p>On the death of an aunt, uncle, niece, or nephew, Unit I members shall be allowed two (2) work days of absence from work without loss of salary. <b><i>The bereavement leave days do not have to be consecutive. <del>Proof of death and/or relationship may be required if in the opinion of the immediate supervisor, the Unit I member has abused the privilege.</del> Proof of death and/or relationship may be required if there are reasons to suspect that the Unit I member has abused the privilege. However, in the instance where proof cannot be provided, due to religious reasons a written employee statement would suffice.</i></b></p>
<p><b>Article 17. F.</b>  <b>AUTHORIZED</b>  <b>LEAVES WITH PAY</b></p>	<p>F. Military Leave</p> <p>1. A full-time Unit I member who is a member of the National Guard or the Reserve components of the Armed Forces of the United States in order to meet an active duty commitment will be allowed military leave with full pay less the amount paid for such duty not to exceed fifteen (15) duty days; such leave may be granted only during a period the individual is required to be on duty. Military leave and benefits will be provided consistent with the Board's administrative procedure, federal, state, and local law and this Agreement. Any change in federal, state, local law, regulation or procedure which provide greater military leave benefits shall, after consultation with PGCEA, be made applicable to employees covered by this section. Any Unit I member included in the category above who is called upon to serve a longer period of time not during an emergency shall be entitled to a leave of absence without pay. Those who are called to short-term duty under the authority of a State Governor or the Mayor of Washington, D.C., during an emergency, shall be entitled to leave of absence with full pay less the amount paid for such duty for such time while actually serving under such active duty orders in addition to the fifteen-day period specified above. Where the Unit I member involved has the option of when to take training and unless it will jeopardize that person's reserve standing, the person will take the fifteen (15) days at such time that it will not interfere with the</p>

	<p>instruction of children. Exception to the above will require a letter from that Unit I member's immediate military commanding officer and approval by the Chief Human Resources Officer.</p> <ol style="list-style-type: none"> <li>Any Unit I members who is drafted for military service may request leave without pay for the period of obligated service. Upon completion of military service, the employee will be entitled to be restored to the job formerly held or one of a similar class if available. However, restoration must be requested within ninety (90) days of receipt of the honorable discharge. In addition, the Unit I member must be physically and mentally capable of performing the work required. When the obligated service is completed and the employee is returned to the former classification, that employee shall be entitled to all the annual salary increments for which eligible if employment had been continuous.</li> <li><b><i>Paid Military Leave shall be granted for both short-term mandatory commitments as well as prolonged deployments, not to exceed fifteen (15) days within a school year. Any additional time needed will be considered leave without pay.</i></b></li> <li><b><i>Military duty shall include all military service obligations, including but not limited to drills, training exercises and other short term mandatory commitments. Military Service obligations where Unit members have limited or short-term notice from the National Guard of Reserve shall be processed through an expedited process.</i></b></li> </ol>
<p><b>Article 17. H AUTHORIZED LEAVES WITH PAY</b></p>	<p>H. Personal Leave</p> <p>Unit I members <b><i>who are not</i></b> employed on <del>other than</del> a twelve-month contract may <del>be absent from duty without loss of pay</del> take up to four <b><i>paid</i></b> days <b><i>off per during any</i></b> school year. A request for personal leave should be entered <del>into the</del> appropriate time management system at least one (1) day prior to the intended absence. No specific reason for such personal leave shall be required or solicited except as noted in item 2 and item 4 below. In case of emergency, the appropriate school official shall be notified prior to the beginning of the duty day of intended absence. Rules regarding personal leave are as follows:</p> <ol style="list-style-type: none"> <li>Notification of intended use of personal leave shall be made in the appropriate time management system</li> <li>Leave immediately before or after a holiday, emergency makeup, vacation or staff development day(s) may be requested for reason and must have final approval from the <del>Area Associate Superintendent Chief Human Resources Officer</del>. Such leave request must be received by the <del>Area Office of the Associate Superintendent Chief Human Resources Officer</del> at least <del>two weeks</del> <b><i>ten (10) business days</i></b> in advance. Unless officially notified of the <del>Chief Human Resources Officer's</del> <b><i>Area Associate Superintendent's</i></b> decision no later than five (5) <b><i>business</i></b> days after receipt of the leave request, the requested leave will be approved.</li> <li>No personal leave will be granted on staff development days or on <del>PARCC</del> <b><i>MCAP and MSA/SAT/HS4</i></b> testing days <b><i>impacting the school</i></b>, except as approved in writing <del>from by</del> the <b><i>Area Associate Superintendent Chief</i></b></li> </ol>

	<p><del>Human Resources Officer</del>/designee.</p> <p>4. No personal leave will be granted during the first or last five (5) days of any school year except as may be approved in writing <del>from by</del> the <i>Area Associate Superintendent/designee Chief Human Resources Officer</i>. <del>Consideration for approval will be confined to those applications wherein this time is essential for summer school attendance as certified by the registrar of any regularly recognized college or university.</del></p>
Article 17. I. AUTHORIZED LEAVES WITH PAY	<p>I. Professional Growth Leave</p> <p>Upon approval, Unit I members shall be granted a professional development day each year without loss of pay or personal leave to enhance their skills and qualifications, promote staff development, improve instruction or provide professional service to another district or to a state or national organization recognized by the district. <i>This leave is in addition to professional development days identified on the PGCPs Calendar.</i> By special request, additional days may be granted by the <del>Chief Executive Officer or designee</del> <i>Area Associate Superintendent</i> and will not be unreasonably denied.</p>
Article 17. K. AUTHORIZED LEAVES WITH PAY	<p>K. <i>Selective Service</i> Leave</p> <p>Absence from duty by a Unit I member for the purpose of Selective Service examination shall be an authorized leave with pay. Anything over one (1) day shall be deducted from sick leave.</p>
Article 20.1 INSTRUCTIONAL PROGRAM	20.1 STUDENT TESTING <del>AND SURVEY DATES</del>
Article 20.4 B. INSTRUCTIONAL PROGRAM	<p>20.4 ASSIGNMENT EQUALIZATION</p> <p><i>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 review workloads that exceed the recommended limits in the Special Education Staffing Plan (SESP).</i></p> <p><i>Consideration of Related Service Provider workloads will include, but not be limited to, the number of students and/or provider service hours on a provider's caseload, the number of schools a provider is assigned, and the drive time between a provider's assigned schools-</i></p> <p><i>After September 30, any related service provider that has a caseload that exceeds the recommended caseload defined in the SESP will have their workload reviewed, and appropriate measures will be taken to bring the provider's assigned workload within the limits specified in the SESP or receive support with caseload/workload tasks to reduce their workload to the SESP guidelines.</i></p>



**Article 21.1**  
**FRINGE BENEFITS**

**21.1 TUITION REIMBURSEMENT**

A. Recommendations from the joint PGCEA/PGCPS Tuition Reimbursement Task Force shall be given primary consideration for changes to the tuition reimbursement program.

B. Funding for the Tuition Reimbursement Program shall be ***\$4,000,000 each fiscal year unless otherwise agreed upon through the work of the Tuition Reimbursement Task Force.***

~~1. \$4,000,000 in FY 23~~

~~2. \$4,000,000 in FY 24~~

~~3. \$4,000,000 in FY 25~~

A. Unit members shall be reimbursed up to \$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 and shall apply to the following:

1. Any course to maintain a valid teaching certificate.
2. Any advanced degree or certification in the unit members' field, current assignment, or a future certification.
3. An advanced degree in education.
4. An area of special need to the school system.
5. Any courses taken for professional growth and contribution to the school system ***including undergraduate or graduate foreign language classes.***
6. 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.

The timeline for submission will be determined by the joint PCGEA-PGCPS Tuition ***Reimbursement*** ~~Rebursement~~ Taskforce.

The Board of Education shall continue to use its best efforts to provide workshops whereby a Unit 1 member can receive credit toward an Advanced Professional Certificate/License. PGCEA may submit to the Board of Education requests for PGCEA to conduct specified workshops for state approved credit. The request must include a detailed content description of what will be offered. If approved by the Board of Education and the State Board of Education, the workshop will be offered. ~~***If approved, the workshop will be offered, provided that***~~ there is no cost to the Board of Education.

<p><b>Article 21.10</b> <b>FRINGE BENEFITS</b></p>	<p><b>10 DISPOSITION OF UNUSED LEAVE</b></p> <p>A. Retirement Upon retirement in Prince George’s County, a Unit I members shall receive payment for <i>three-tenths</i> of his/her unused sick leave, <del><i>not to exceed full pay for up to a maximum of 80 days for a ten-month Unit I member, 86 days for an eleven-month Unit I members, 92 days for a twelve-month Unit I members</i></del> or for 25 days of accumulated annual leave, whichever is greater. A Unit I member retiring on disability would be eligible for such payment after five years of service in Prince George’s County. <del>A</del> Unit I member would be eligible to receive such reimbursement only once. This payment shall be based upon the salary of the final year of employment.</p> <p>C. Death of a Unit I Member Upon the death of a Unit I member who is actively employed with the Board of Education at the time of his/her death, and who has been employed with the Board of Education for more than six (6) months, all earned annual leave remaining unused or <del><i>up to three-tenths</i></del> of the Unit I member’s unused sick leave <del><i>not to exceed full pay for up to a maximum of 65 days for a ten-month Unit I members, 71 days for an eleven-month Unit I members and 77 days for a twelve-month Unit I members</i></del>, whichever is greater, shall be paid to the estate of the deceased Unit I member. <del><i>This payment shall be based upon the salary at the time of death.</i></del></p>
<p><b>Article 21.15 A-F</b> <b>NATIONAL CERTIFICATIONS</b></p>	<p><b>NATIONAL CERTIFICATIONS</b></p> <p>A Unit I member who has successfully completed and attained NBPTS certifications shall receive:</p> <p>A. 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 <del><i>effective July 1, 2022, through June 30, 2025.</i></del></p> <p>B. The Board of Education shall reimburse the Unit I member for up to one (1) of the NBPTS application and/or testing fee up to \$450.</p> <p>C. 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 <del><i>effective July 1, 2022, through June 30, 2025.</i></del></p> <p><del>D. Unit I employees earning their first maintenance of National Board Certification shall receive \$8,000 in additional salary.</del></p> <p><del>E. Unit I employees earning their second maintenance of National Board Certification shall receive \$7,000 in additional salary.</del></p>

	<p><b><i>F. Unit I employees earning their third maintenance of National Board Certification shall receive \$6,000.</i></b></p>
<p><b>Article 21.15 G. NATIONAL CERTIFICATIONS</b></p>	<p>G. 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 <del>\$4000</del> <b><i>\$5,000</i></b> annually.</p>
<p><b><i>Article 21.16</i></b></p>	<p><b><i>CAREER LADDER IMPLEMENTATION</i></b></p> <p><b><i>A. A joint PGCPS-PGCEA Career Ladder Development Board shall be maintained throughout the duration of this contract.</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. PGCPS and PGCEA shall each appoint one joint co-chair to the Board.</i></b></li> <li><b><i>2. The Board shall have eight (8) appointed members; with four (4) members appointed by PGCEA and four (4) members appointed by PGCPS.</i></b></li> <li><b><i>3. Each PGCEA member shall serve a three-year term.</i></b></li> <li><b><i>4. The Board will issue joint recommendations to the respective bargaining teams of PGCEA and PGCPS for consideration in negotiations for a successor agreement to this contract.</i></b></li> <li><b><i>5. The Board shall review and make decisions for candidates moving from level three to level four of the Career Ladder.</i></b></li> </ol> <p><b><i>B. Emoluments as described in Article 23.6 shall not be affected by the Career Ladder.</i></b></p> <p><b><i>C. Structure of the Career Ladder</i></b></p> <ol style="list-style-type: none"> <li><b><i>1. Level 1</i></b> <ol style="list-style-type: none"> <li><b><i>a. Unit I members on level 1 of the Career Ladder will stay on the negotiated pay scale.</i></b></li> <li><b><i>b. All Unit I members are eligible for advancement on the Career Ladder</i></b></li> </ol> </li> <li><b><i>2. Level 2</i></b> <ol style="list-style-type: none"> <li><b><i>a. Unit I members on level 2 of the Career Ladder will stay on the negotiated pay scale.</i></b></li> <li><b><i>b. Movement to level 3 is obtained once a teacher obtains NBCT or a master's degree if there is no NBC area defined by the Maryland Accountability and Implementation Board/State.</i></b></li> </ol> </li> <li><b><i>3. Level 3</i></b> <ol style="list-style-type: none"> <li><b><i>a. Unit I members on Level 3 will stay on the negotiated NBC pay scales.</i></b></li> <li><b><i>b. Maintenance compensation will be based on the minimum requirements of national board certification as stated in the law.</i></b></li> <li><b><i>c. All level 2 benefits will be provided at level 3.</i></b></li> </ol> </li> </ol>

<p><b>Article 22.1</b> <b>SALARY</b></p>	<p><b>PAY PERIOD</b></p> <p>Unit I members will be paid every two (2) weeks. All Unit I employees <del>hired after July 1, 2014</del>, shall <i>be paid on the 10-month, 11-month, or 12-month payment schedule dependent on their work year, but all 10-month and 11-month Unit I members shall have the option of being placed</i> on the twelve-month pay option.</p>
<p><b>Article 22.2</b> <b>SALARY</b></p>	<p><b>PLACEMENT OF UNIT I MEMBERS ON THE SALARY SCHEDULE</b></p> <p>Placement of Unit I members on the salary schedule is based upon verified prior appropriate employment experience. Exceptions to this policy may be approved by the <del>Chief Executive Officer</del> <b>Superintendent</b> in the employment of trades and industry teachers and educators in other designated critical subject areas.</p> <p><b>A. SALARY GRADES</b></p> <ul style="list-style-type: none"> <li>● Bachelor's Degree</li> <li>● Bachelor's Degree Plus 30 <b>semester hours</b></li> <li>● Bachelor's Degree Plus 45 <b>semester</b> hours or Master's Degree/<b>Master's</b> Equivalent</li> <li>● Master's Degree/Master's Equivalent Plus 30 <b>semester hours</b></li> <li>● Master's Degree/Master's Equivalent Plus 60 <b>semester hours</b></li> <li>● Doctorate</li> </ul> <ol style="list-style-type: none"> <li>1. <i>A master's equivalency is earned by completing 30 semester hours (<del>hrs</del>) of post-baccalaureate graduate credit in a graduate degree program from a regionally accredited college/university.</i></li> <li>2. 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.</li> <li>3. Approved course work that is not part of the requirements for the Master's Degree <i>or Master's Equivalency</i> may be counted toward the Master's Degree/<b>Master's Equivalency</b> plus 30 and Master's Degree/<b>Master's Equivalency</b> plus 60 hours' scale.</li> </ol> <p><b>B. General Information Regarding All Salary Schedules</b></p> <ol style="list-style-type: none"> <li>1. Courses in religion, religious education, and courses or degrees not recognized by the State of Maryland for certification and related to a school assignment <del>may</del> <b>will</b> not be counted for salary purposes.</li> <li>2. Progression on the salary schedule is determined by the Unit I member's 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</li> </ol>

	<p>the school year following their initial hire. In succeeding years, they will receive step increases on July 1.</p> <ol style="list-style-type: none"> <li>3. A Unit I member holding a Conditional Certificate is paid on a Bachelor's salary and is not eligible for a grade salary advancement through educational attainment until a professional certificate is obtained.</li> <li>4. 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.</li> <li>5. 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 wages will be issued effective at the start of the pay period in which the documents were received by the Department of Human Resources.</li> <li>6. Eleven-month Unit I members shall be paid one hundred ten percent (110%) of their salary indicated by the salary schedule, and twelve-month Unit I members shall be paid one hundred twenty percent (120%) of their salary indicated by the salary schedule, in addition to the applicable salary differential set out in the Differential Schedule. Additional eleven and twelve-month positions may be designated by the <b>Superintendent of Schools <del>Chief Executive Officer</del></b>, and PGCEA shall be informed of the additions.</li> <li>7. Unit I members who hold a Juris Doctorate degree <b>and a professional certificate</b> shall be placed on the doctorate degree lane of the salary table at the appropriate step.</li> </ol> <p>C. Outside applicants will be hired 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.</p>
<p><b>Article 22.6</b> <b>SALARY</b></p>	<p>UNIT I SALARY SCHEDULE</p> <p><b><i>FY 26 –FY 28</i></b> Salary Changes</p> <ol style="list-style-type: none"> <li>A. All eligible employees will receive a one-step increase effective July 1 of each year of this agreement. <b><i>Effective July 1, 2025, all eligible employees shall slide two steps on the existing pay table.</i></b></li> <li>B. A <b>3.5%</b> Cost of Living Adjustment (COLA) will be applied to all pay tables effective July 1, <b>2025</b>.</li> <li>C. A <b>3.5%</b> Cost of Living Adjustment (COLA) will be applied to all pay tables effective July 1, <b>2026</b>.</li> <li>D. A <b>2%</b>-Cost of Living Adjustment (COLA) will be applied to all pay tables</li> </ol>

	<p>effective July 1, <b>2027</b>.</p> <p>E. A <b>3%</b> differential for eligible employees at the top of their grade for <b>FY2026, 1% for FY2027, and 1% for FY2028</b>.</p>
<b>ARTICLE 23.6</b> EMPLOYMENT IN ADDITION TO REGULAR ASSIGNMENT	<p>EMPLOYMENT IN ADDITION TO REGULAR ASSIGNMENT COMPENSATORY EMOLUMENTS PROGRAM</p> <p>A. General Rules</p> <p>6. Increase all emoluments and activities by <b>3.5% in FY26, 3.5% in FY27, and 2% in FY28</b>.</p>
<b>ARTICLE 23.9</b> EMPLOYMENT IN ADDITION TO REGULAR ASSIGNMENT	<p>23.9 JROTC</p> <p>The Prince George's County Educators' Association (PGCEA) and the Board of Education of Prince George's County (BOE) agree to the following terms and conditions of employment for the Junior ROTC instructors employed by the BOE.</p> <p>Junior ROTC instructors shall be entitled to placement and advancement on the salary schedule in accordance with existing terms and conditions of the Negotiated Agreement <del>except where noted in the Rights of Representation Addendum</del>.</p>
<b>ARTICLE 23.10</b> EMPLOYMENT IN ADDITION TO REGULAR ASSIGNMENT	<p>F. Compensation</p> <ol style="list-style-type: none"> <li>1. For Fiscal Years <del>2023, 2024, 2025</del> <b>2026, 2027, 2028</b>, HHTs shall be paid a cost of living (COLA) adjustment equal to the percentage of the Teacher Salary Table improvement.</li> <li>2. <b>Unit 1 members serving a second assignment as a Home and Hospital Teacher shall be compensated at their hourly per diem rate.</b></li> <li>3. <del>HHTs will be compensated for one additional hour when an assignment carries over the end of a semester.</del> <b>HHTs will be compensated for one hour at the beginning of each assignment with a new student.</b></li> <li>4. <del>HHTs will be compensated for the full amount when the teacher arrives and the student is not available at the teaching site.</del></li> </ol>
<b>ARTICLE 23.12</b> EMPLOYMENT IN ADDITION TO REGULAR ASSIGNMENT	<p><b>23.12 Differential Schedule</b></p> <p>Increase all cells and lanes of the PGCEA Differential Schedule by <b>3.5% in FY26, 3.5% in FY27, and 2% in FY28</b>.</p> <p><i>The following Unit I positions shall be added to the PGCEA Differential Schedule Lane A starting July 1, 2025:</i></p> <ul style="list-style-type: none"> <li>● <i>Individualized Education Program (IEP) Facilitator</i></li> <li>● <i>Audiologist</i></li> <li>● <i>Classroom Teacher – Deafness and Hearing Impairments</i></li> <li>● <i>Assistive Technology Resource Teacher</i></li> </ul>



	<ul style="list-style-type: none"> <li>● <i>Adapted Physical Education Teacher</i></li> <li>● <i>Vision Teacher</i></li> <li>● <i>Orientation and Mobility Instructor</i></li> </ul> <p><i>The following Unit I position shall be revised for clarification on the PGCEA Differential Schedule Lane A:</i></p> <p><i>*Special Education Resource Teacher</i></p>
<p><b>ARTICLE 24 C.</b> SCHOOL QUALITY AND IMPROVEMENT</p>	<p>C. A joint Special Education and Student Services Committee shall meet monthly <del>(if agenda topics exist)</del> 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.</p> <p>Each party shall identify a minimum of five representatives, and no more than ten representatives, as members of the <i>committee to include representatives from the related services work groups</i>.</p> <p>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.</p> <p>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.</p>