

# *Negotiated Agreement*

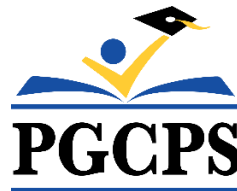
between

*Prince George's County  
Educators' Association*

and the

*Board of Education of  
Prince George's County*

**July 1, 2017 to June 30, 2019**



# Summary of Contents

ART. 1	PREAMBLE
ART. 2	RECOGNITION
ART. 3	DEFINITIONS
ART. 4	RIGHTS OF REPRESENTATIVE RECOGNITION
ART. 5	GRIEVANCE PROCEDURE
ART. 6	WORK YEAR/WORK DAY
ART. 7	TEACHER ASSIGNMENT
ART. 8	NON-TEACHING DUTIES
ART. 9	TEACHER EVALUATION & RATING
ART.10	VACANCIES & TRANSFERS
ART.11	PERSONNEL EMPLOYMENT
ART.12	RIGHTS & PRIVILEGES OF UNIT 1 MEMBERS
ART.13	EMPLOYEE RIGHTS
ART.14	EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES
ART.15	CLASSROOM MANAGEMENT AND DISCIPLINE
ART.16	PROFESSIONAL LIABILITY PROTECTIONS
ART.17	AUTHORIZED LEAVES WITH PAY
ART.18	AUTHORIZED LEAVES WITHOUT PAY
ART.19	SICK LEAVE BANK
ART.20	INSTRUCTIONAL PROGRAM
ART.21	FRINGE BENEFITS
ART.22	SALARY
ART.23	EMPLOYMENT IN ADDITION TO REGULAR ASSIGNMENT
ART.24	SCHOOL QUALITY AND IMPROVEMENT

## ARTICLE 1 — PREAMBLE

The Board of Education of Prince George's County and the Prince George's County Educators' Association recognize that the development of a quality educational program for the children of Prince George's County, Maryland, is a joint responsibility. In entering into this Agreement, both the Board and the PGCEA recognize that the experience, creativity and the judgment of both parties are necessary to fulfill the educational needs of the community.

To this end the Board and PGCEA mutually pledge to subscribe to its terms with patience, understanding and good will.

By Resolution, the Board of Education of Prince George's County designated two units for its certificated employees. This Agreement affects those certificated employees who are members of Unit I, hereinafter referred to as Unit I employee. A copy of the Board's Resolution is attached in the Appendices accompanying this Agreement.

In the event that a specific program established or desired for a particular school which will improve the quality of instruction requires a modification of this Negotiated Agreement, PGCEA and the Chief Executive Officer of Schools must agree to such discrete modifications. Proposals for modification will be considered on a case by case basis, in writing, for a period of one school year. Additional years may be requested.

### 1.1 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, 2017, through June 30, 2019.

On or before April of a negotiating year, representatives of the Board and PGCEA shall enter into discussions regarding the contents of a new Agreement.

### 1.2 LEGAL LIMITATIONS

If any provision of this Agreement or any application thereof to any Unit I member or group of Unit I members is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten days after any such ruling for the purpose of considering the implication of said ruling and developing an interpretation for the employees. Nothing in this Agreement is intended to deny or abrogate any of the powers or responsibilities of the Board and the Chief Executive Officer that have been assigned to them by any Maryland Law or regulation of the State Board of Education, except as specifically enumerated as conferred hereafter as a unit member's rights, privilege, salary or fringe benefit.

### 1.3 COMMUNICATIONS IN WRITING

Any written communication to be given by one party or the other under this Agreement, will be given by email, registered mail, regular carrier. If given by the Board, said notice will be sent to the Prince George's County Educators' Association, 8008 Marlboro Pike, Forestville, Maryland 20747. Either party

may, by like written notice, change the address at which notice to it may be given.

### 1.4 DISTRIBUTION OF AGREEMENT

Within thirty (30) days ratification by the members, copies of this Agreement will be distributed by the Board on its website for all employed and newly hired Unit I members. All PGCEA Association Representatives, building principals and PGCEA shall be provided hard copies. Hard copies shall also be available to unit members upon request. PGCEA and the Board will agree on the format to be used and will share the cost of printing.

### 1.5 STRIKE AND WITHHOLDING OF SERVICES

In accordance with Education Article, Annotated Code of Maryland, Section 6-410, PGCEA, or any group of employees represented by PGCEA, shall be prohibited from calling, or directing, or abetting any strike, slow down or any action which interferes with the operation of the schools.

### 1.6 RATIFICATION

This Agreement, when ratified and duly signed by the President of PGCEA, the Executive Director of PGCEA, the Chairperson of the Board and the Chief Executive Officer shall be valid and binding for the duration of this Agreement.

### 1.7 FINALITY OF AGREEMENT

Nothing contained herein shall be deemed to supersede any provision of the Constitution or the Code of Maryland. Monetary matters agreed to herein shall not be reopened for any cause, other than as set forth in Section 1.01 hereof and for interpretation, for the duration of this Agreement without the mutual consent of both parties.

### 1.8 LABOR MANAGEMENT RELATIONS COMMITTEE

The parties agree that there shall be a committee composed of not more than four members appointed by PGCEA and four members appointed by the Chief Executive Officer. The Committee will be co-chaired by the Chief Executive Officer/designee and the Association/designee. The parties agree to collaborate in a respectful and meaningful manner and within a timeframe that provides an opportunity to formulate solutions to common issues. Within ninety (90) days of the signing of this Agreement, the assigned committee members shall select the trainers/ consultants to be trained in Interest Based Bargaining (IBB) techniques. The cost for such trainers/consultants shall be at the Board's expense. The committee will meet monthly or as otherwise mutually agreed to exchange views and information, address matters of interest and mutual concerns and explore opportunities for mutually advantageous ways to improve relationship between the parties and improve the effectiveness of the school system. The Labor-Management Committee will, as the parties deem appropriate, establish subcommittees to address particular topics of mutual interest that will enhance the work environment for staff. The parties agree that this Committee is solely for the purpose of exchanging views and information and shall not be deemed or construed as a substitute for collective bargaining or the grievance process.

## ARTICLE 2 — RECOGNITION

### 2.1 EXCLUSIVE BARGAINING REPRESENTATIVE

The Board of Education of Prince George’s County, hereafter referred to as the “Board”, recognizes the Prince George’s County Educators’ Association, hereinafter referred to as “PGCEA”, pursuant to Title 6 Education Article of the *Annotated Code of Maryland*, as the sole and exclusive bargaining representative of Unit I.

### 2.2 BOARD’S LEGAL RESPONSIBILITY

PGCEA acknowledges the powers and responsibilities conferred to the Board by law.

### 2.3 EQUAL REPRESENTATION

PGCEA recognizes its responsibility to represent fully and equally without discrimination, all Unit I members contained in Unit I in all relationships necessary in the administration of this Agreement.

### 2.4 AGENCY SHOP

No other employee organization, association or group shall be recognized as a representative of a unit member in disputes concerning this Negotiated Agreement before the Board of Education or any of its officials.

### 2.5 PROHIBITIVE DISCRIMINATION

In carrying out their responsibilities under this Agreement, neither the Board nor PGCEA shall take discriminatory action against any unit member on account of gender, race, age, religion, marital status, national origin, sexual orientation, or other reasons.

### 2.6 POSITION MODIFICATIONS

The Board will make a reasonable effort to notify PGCEA within a reasonable timeframe of any modification of positions in the PGCEA bargaining unit or of any job-related changes in the official position descriptions or duties of unit members.

## ARTICLE 3- DEFINITIONS

The following list of terms will be used frequently in the Agreement and whenever they are used they will refer to the definitions described below unless otherwise stipulated:

1. **Board:** The Board of Education of Prince George’s County.
2. **PGCEA:** The Prince George’s County Educators’ Association.
3. **Chief Executive Officer:** The Chief Executive Officer of Schools for Prince George’s County.
4. **Negotiations Law:** *Education Article, Annotated Code of Maryland, Subtitle 4 of Title 6.*
5. **Supervisor:** The individual to whom the Unit I members are administratively responsible.
6. **Principal:** The administrative head of a school building to which Unit I members are assigned as such by the Chief Executive Officer for the instruction of students.
7. **Itinerant Unit I Member: A Unit I member assigned to more than one school.**
8. **Review:** To read, discuss and make suggestions relative to a particular topic.
9. **Association Representative:** The unit representative designated by PGCEA.
10. **Seniority:** Seniority shall be defined as the length of a Unit I member’s continuous service from the most recent date of permanent employment. Seniority shall begin on the first contract day on which the employee reports for duty.
  - a. Although not counted as years of service for advancement on the salary schedule, seniority shall accrue during authorized leave of absence, and layoffs up to thirty-six (36) months, or as otherwise mandated by law. Seniority shall not be interrupted by voluntary or involuntary transfers.
  - b. The seniority order (system wide) for current Unit I members shall be published by the Board annually. Said list shall be updated annually. In the event of a Reduction-in-Force, a list will be prepared consistent with Article 11, Unit I members with identical dates of reporting for duty shall have their order on the seniority list established by random placement. That order shall be established and shall remain permanent as long as they are continuously employed. Seniority shall end upon resignation, failure to be reemployed during the probationary years, retirement, failure to return to work at the expiration of a leave of absence, failure to be recalled from a layoff within thirty-six (36) months from the date of a layoff, transfer or promotion out of the bargaining unit, or termination of employment for any other reason. Unit I member is placed back into the PGCEA bargaining unit after having served in a Non-Unit I capacity within the school system, that Unit I member may retain their full seniority rights provided that no present Unit I member loses their position as an immediate result of this placement.
  - c. The seniority list (system wide) shall be available at each worksite, at Board of Education offices, and to PGCEA on or about October 1 every year. Seniority ranking shall no longer be grievable after December 1st of the publication year.
11. **Unit I Member:** All 10, 11, and 12 month certificated professional employees of the Board of Education of Prince George’s County (except those identified as administrative and supervisory), Home and Hospital Teachers (HHTs), and JROTC instructors.
12. **Floater:** A classroom teacher who, in the course of a normal day, teaches in two or more separate classrooms within the building.

## ARTICLE 4-PGCEA RIGHTS OF REPRESENTATIVE RECOGNITION

### 4.1 PGCEA RIGHTS AND PRIVILEGES

- A. In accordance with existing regulations for school facility use, PGCEA and its representatives shall have the right to use school buildings for meetings, provided that when special custodial service is required, the Board may make the customary charge.
- B. PGCEA will have the right to place notices, circulars, and other material in each school building on designated PGCEA bulletin boards of appropriate size and in mailboxes. Authorized representatives of the PGCEA will assume responsibility for posting or distributing materials for the PGCEA. Posted materials shall be kept current.
- C. The Board agrees to furnish to PGCEA names, home mailing addresses, PGCEA email addresses, EIN, dues withheld and resignations of PGCEA members. The Board will provide to PGCEA the names, work locations, and EIN for new unit members on or about September 1, October 1, November 1, and then on a quarterly basis during the school year. The process of exchange of information currently employed for this purpose will be continued.
- D. If negotiations are scheduled during the school day, the individuals on the team and mutually agreed upon consultants shall be released from their regular duties without loss of pay only to attend joint negotiation sessions. Exceptions shall be arranged by mutual agreement of the chairpersons of the teams. PGCEA agrees to reimburse the Board for substitutes used for this purpose.
- E. Duly authorized representatives of the PGCEA shall be permitted to transact official PGCEA business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations or prevent the Board employees from performing their professional responsibilities. Conferences involving the principal or other supervisors must be scheduled at mutually convenient times.
- F. All Association representatives, members of the Board of Directors and members of the Nominations, Elections & Credentials Commission, shall be excused from their schools at 3:30 p.m. to attend the duly called Representative Council meetings which are scheduled to begin prior to the hour of 5:00 p.m. that day.
- G. PGCEA is authorized in accordance with the Letter of the Carrier exception, to use the interschool mail facility to distribute material. PGCEA agrees to indemnify and hold the Board harmless from and against any and all claims, actions, liabilities and/or penalties in the event the U.S. Postal Service, or any agency of the Federal government investigates or brings charges against the Board in connection with PGCEA's use of the Pony. PGCEA will pay any costs, expenses, fines, penalties and reasonable attorneys' fees incurred by the Board in connection with any such investigation, hearing or

litigation resulting therefrom.

Excepting the period of time that there is an election to determine which employee organization shall be deemed the exclusive representative of the public school employees presently represented by PGCEA, PGCEA shall be the only employee organization with the right to distribute materials into the unit members' mailboxes at the various schools provided however, that unless the principal or authorized designee of a particular school can be proven to be culpable of a violation of this provision, no grievance shall be filed by PGCEA or any of its members in the event of such a violation.

- H. As the exclusive representative organization, PGCEA, shall be the only organization representing Unit I members which shall be granted deductions for membership dues and other fees.
- I. All members of the unit represented by the PGCEA desiring payroll deduction of membership dues will submit a signed statement in duplicate authorizing dues deductions. One copy of this signed statement will be submitted to the Benefits Administration Office and the other copy will be filed with the PGCEA. It is understood
- J. PGCEA Association representatives will be permitted time to make announcements at the end of faculty meetings, provided Unit I members who do not wish to stay will be free to leave the meeting.
- K. Except as to bylaws and rulings by the State Board of Education to the contrary, the rights granted to the Association shall not be granted to any other employee organization during the term of this Agreement.
- L. PGCEA shall be provided with a two (2) hour continuous block of time during the new educator induction period scheduled at the beginning of the new work year to brief new Unit I members on topics of the Association's choosing. PGCEA shall be granted exclusive rights to include membership recruitment materials in the Board's packet which is provided to newly employed Unit I members. All material shall be approved by the Chief Human Resources Officer before inclusion in this packet.
- M. Unit members who are hired after July 1, 1994, shall within sixty (60) days after commencement of employment, be required to join PGCEA or pay a representation fee in such an amount that is within the legal guidelines established by State and Federal Law. It is explicitly understood that this fee will not be used to support any candidate for political office. The Board shall deduct such representation fee from employees' payroll checks in the same manner as PGCEA dues are deducted, pursuant to this Agreement.

PGCEA shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other

forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this article, or in reliance of any list, notice, or assignment, furnished under any such provision.

- N. Any complaint by a PGCEA officer or Association representative of harassment in the performance of their official Association duties may be processed under Administrative Procedure 4170.

#### 4.2 EXCHANGE OF COMMUNICATIONS

The chairpersons of PGCEA and the Board of Education negotiating teams shall arrange for an exchange of communications between PGCEA and the Board of Education encompassing, but not limited to the following:

- A. Agenda of the respective Boards of these two entities prior to the day of the relevant meeting.
- B. Newsletters and other similar publications produced and distributed by the respective organizations.
- C. Financial documents of the Board of Education and PGCEA, including a financial report of status of employee group insurance programs as they become available.
- D. Minutes of public meetings of each organization.
- E. Memos, bulletins, or other like publications which are sent to all professional employees, divisions, or departments of the profession by either organization.
- F. PGCEA shall be provided with a current copy of the Board of Education Administrative Policies with any changes made therein from time to time.
- G. Upon reasonable request, the Board will provide available information necessary to permit the Association to bargain understandingly, police the administration of this Agreement and prepare for coming negotiations.

#### 4.3 PROFESSIONAL ORGANIZATION INVOLVEMENT LEAVE

When the need arises, officers, committee chairpersons and members designated by approval of the Board of Directors of PGCEA may attend essential local, state and national meetings with no loss of pay or personal or annual leave. No more than a total of 150 days aggregate and cumulative for all professional employees or five (5) days for any one individual shall be approved in any school year. Exceptions to this provision shall be a ten-day maximum each for the elected 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 the 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 or

persons on eleven-month contract.

The Board will develop appropriate leave codes for use when PGCEA members are absent from their work location for professional organization involvement leave.

#### 4.4 LEAVE WITH PAY FOR PGCEA'S PRESIDENT

The Board shall release the person duly elected as President from normal assigned duty to function on a full time basis for PGCEA. PGCEA will reimburse the Board for the salary and fringe benefits the President normally would receive. The President will be treated as though on sabbatical leave.

An individual employed by the Board as an eleven (11) month employee shall receive one (1) additional month's salary with all related costs to be reimbursed to the Board by PGCEA. Said increase in salary shall be treated as normal salary for retirement purposes during the period of approved leave.

An individual employed by the Board as a ten (10) month employee shall receive two (2) additional month's salary with all related costs to be reimbursed to the Board by PGCEA. Said increase in salary shall be treated as normal salary for retirement purposes during the period of approved leave.

#### 4.5 FACULTY ADVISORY COUNCIL

- A. A Faculty Advisory Council is to be established in every school not later than September 15.
- B. The Faculty Advisory Council (FAC) shall consist of:
  - 1. The head Association Representative who shall act as Chair, and a group of Unit I members elected by the faculty at the rate of one for every ten (10) Unit I members or portion thereof. No site shall have less than five (5).
  - 2. All Association Representatives, one of whom shall be elected by the FAC and be designated Chair of the Faculty Advisory Council (and shall serve concurrently as Chair of the Association Delegation to PGCEA).
- C. The Chair shall issue a call to organize the FAC and the election procedures will be determined by the Unit I members of the school.
- D. At the above meeting where the membership of the Faculty Advisory Council is set, the faculty shall determine the parliamentary authority as consistent herein and what shall constitute a quorum for a Faculty Advisory Council meeting.
- E. Meetings with a specific agenda, which have been made known to the faculty prior to the meeting, may be held at the call of:
  - The Chair
  - Any three members of the FAC

The purpose of the FAC is to provide the Unit I members with a mechanism by which they may discuss school operating procedures, curriculum development, scheduling of meetings, instructional programs, budget requests and any other areas of professional concern. Its function shall be solely to advise the principal/supervisor of any given worksite on internal matters and nothing in this Agreement shall be so construed as to authorize or

enable the FAC to effect unilateral changes in county-wide educational policies as may from time to time be established in accordance with the laws of the State of Maryland.

- F. Minutes of every meeting, including all FAC recommendations, shall be prepared for release to the Unit I members. Any action on FAC recommendations shall be reported on the agenda of the subsequent meeting and the principal/supervisor will inform the FAC of the rationale for the action. School administration will respond to concerns raised by the FAC in a reasonable

amount of time.

- G. 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 Chief Executive Officer.
- H. Unit I members, who are not assigned to a school faculty, may form a representative group to meet with the supervisors of such employees on a regular basis.
- I. The Chair of the FAC or designee shall serve as a representative to the school improvement/planning team.

## ARTICLE 5- GRIEVANCE PROCEDURE

### A. Purpose

The goal of a grievance procedure is to secure at the lowest possible level an equitable solution to complaints and/or grievances which may arise from time to time. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Every effort must be exhausted at each step before appealing to the next step.

### B. Definitions, as applied to ARTICLE 5.

1. A complaint is any problem or misunderstanding that can be settled orally between the parties involved.
2. A grievance is any unsettled complaint by a Unit I member(s) or by the PGCEA on its own behalf of an alleged violation or misinterpretation of this Agreement except as provided in ARTICLE 9 and ARTICLE 11.
3. An aggrieved person/party is a Unit I member(s) making the claim.
4. The term Unit I member(s) includes individuals or groups who are members of the bargaining unit covered by this Agreement.
5. A party of interest is the person(s) making claim and person(s) who may be required to take action or against whom action may be taken in order to resolve the claim.
6. The term days shall mean days other than Saturday, Sunday and School Holidays. 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.

7. Administration includes individuals in a supervisory capacity (i.e. principal, supervisor, instructional directors, associate superintendents, central office director)

### C. Procedures

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.

#### Step One

A Unit I member(s) with a grievance shall first discuss it informally with that person's immediate supervisor within eight (8) days of the alleged wrong. If requested, a PGCEA Association Representative and/or official PGCEA designee may meet with the parties involved. A principal or supervisor who schedules such a conference may request representation from the office of the Chief Human Resources Officer.

#### Step Two

1. In the event that the aggrieved party is not satisfied with the outcome of the oral conference or the principal or supervisor does not schedule a conference when one is requested within eight (8) days, he/she shall submit a grievance in writing on the form provided by PGCEA within ten (10) days of said conference. If the aggrieved person so chooses, a PGCEA representative will assist in writing the claim.
2. Within ten (10) days, the principal or supervisor will, on the form provided, write a response.

#### Step Three

In the event the aggrieved party is not satisfied with the decision of the principal or supervisor, the grievant will, within ten (10) days by registered mail or by hand, 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 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 conference, it shall be held at the earliest mutually convenient time within the fifteen (15) day response time period for this step. A PGCEA staff member may be present at the meeting or conference. In any event, the Chief Human Resources Officer, within fifteen (15) days from receipt of the grievance, shall render a written decision as to the solution. Copies will be sent to the aggrieved person, the principal or supervisor and PGCEA.

#### Step Four – Arbitration:

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, 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:

1. The arbitrator shall be limited to considering only the issues submitted by the grievant at the time of the filing of the demand for arbitration and such issues as are submitted by respondent or other issues mutually agreed to thereafter.
2. The arbitrator shall have no authority to add to, subtract from or otherwise modify the terms of this Agreement.
3. The arbitrator shall state in the decision that the decision, including any relief granted, does not abridge those matters reserved for Board policy.
4. The arbitrator's decision must be consistent with the terms of this Agreement, Board of Education Policy, Rules, Regulations and State Law.
5. Any arbitration award involving back pay shall be limited to available funds in applicable budget categories. Any issue between the parties concerning the availability of funds to satisfy such an award may be referred to the arbitrator who issued the decision or to any other arbitrator acceptable to the parties. No award for back pay shall be retroactive beyond the equivalent of one (1) teacher work year (ie. 192 days for a 10-month), as such period is measured from the date of such award.

#### D. Miscellaneous

1. A grievance may be withdrawn at any level without

prejudice or record.

2. Copies of all written decisions of grievances shall be sent to all parties involved and the PGCEA Executive Director.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendation for job placement.
4. Grievances shall be filed on the official personnel grievance form.
5. Upon written request, information not of a confidential nature which is pertinent to a grievance, will be made available to the aggrieved party.
6. Any attendant cost necessitated for grievance arbitration shall be shared equally by the PGCEA and the Board.
7. By mutual agreement, time limits herein may be extended.
8. If a grievance arises from the action of an authority higher than a principal or supervisor, such grievance may be initiated at Step 3.
9. If, at the aggrieved employee's request, PGCEA is not present during the processing of a grievance, that grievance shall not be cited as a precedent. Furthermore, PGCEA shall be informed of the final disposition of any such grievance.
10. A party of interest shall be released without loss of leave or salary to attend hearings scheduled as part of the grievance process for those hearings which would only involve a single grievant and no more than two PGCEA witnesses. If the hearing involves more than one grievant or more than two PGCEA witnesses, the hearing will be scheduled after school.
11. If a substitute is necessary to replace school-based personnel testifying as a witness during an arbitration hearing, the cost of said substitute shall be borne by the party calling said witness.

## ARTICLE 6 - WORK YEAR/WORK DAY

### 6.1 WORK YEAR

A. Unit I members employed for ten months may be scheduled to work 192 days in the school year.

1. Subject to the PGCPs Calendar, of the above number of days, time will be scheduled for Unit I members when students are not in attendance on a day near the end of each of the first, second and third grading periods in order that Unit I members will be able to devote such three one-half days to complete required reports and hold parent conferences.
2. Of the above number of days one workday

preceding the first student day and one workday 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. In the event that adjustments to the PGCPs Calendar result in only one non-instructional day remaining at the end of the teacher work year, Unit I members will be scheduled for one-half day to work in their classrooms.

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 work day for the purpose of preparing required reports in the evaluation process. Official faculty committees shall be those determined in Section 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) work days to complete report.

4. New Unit I members shall have three (3) days assigned as pre-service days in addition to the 192 days scheduled for all ten month employees. These days will be scheduled by the Department of Staff Development for the purpose of professional development activities, team planning and employee activities. These days shall not be used as student contact or instructional days. It is expressly understood between the parties that failure to participate in these scheduled days shall not result in disciplinary action against an employee, including but not limited to reprimand, docked pay or loss of leave.

The Board of Education (BOE) shall provide reasonable make-up days and/or sessions to resolve any absences. The BOE may also waive the days at its discretion.

- B. Unit I members employed for eleven months will work two hundred and twelve (212) days. Thirty (30) days prior to the beginning of the work year, eleven-month personnel will be provided with a copy of a tentative schedule listing when their required contract days will be worked. Where possible this schedule will be worked out after input from the affected Unit I member. The schedule will provide a period of at least three consecutive calendar weeks when there are not any duty days scheduled, unless there is mutual agreement to do otherwise.
- C. Unit I members employed for twelve-months are expected to work on days schools are closed for emergencies unless the Central Offices are closed.

The Annual Calendar Committee appointed by the Chief Executive Officer will prepare a calendar in accordance with the above stipulations. The committee shall have a representative of PGCEA. The final composition of the Calendar Committee will include a person currently assigned as a classroom teacher. The calendar prepared by the Committee shall be submitted to the Unit I members for consideration. After consideration by the Unit I members the Calendar Committee shall consider their reactions before making their final recommendations to the Chief Executive Officer.

## 6.2 WORK DAY

- A. The work day is a day of regular duty. Unless extenuating circumstances do not allow for such, the start and closing time of the work day established at each

work site shall not be changed without at least 5 days' notice to staff. In the event that 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

1. The normal work day for Unit I members employed for ten months shall be 7 1/2 hours inclusive of lunch time. Unless otherwise agreed this shall be a continuous block of time. The time before and after school may be scheduled on a more flexible basis.
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 the Faculty Advisory Council.
3. Each Unit I member shall be provided a lunch period free of duty each regularly scheduled school day as established by Maryland School Law. The period shall extend for at least thirty (30) minutes, unless the regular lunch period scheduled for students is for a lesser period of time, in which case, the unit members' schedule may coincide with the students. However, the principal may schedule up to a thirty (30) minute duty free lunch period for Unit I members where the students' lunch period is less than thirty (30) minutes. At the elementary level, a total of thirty (30) minutes will be provided during the lunch/recess time period. Changes will only be made due to unforeseeable circumstances. The principal is responsible for implementing this provision. Any difficulty in scheduling that would prevent this should be reported immediately to the Associate Superintendent.

- B. Planning Time--The Labor Management Relations Committee will meet and discuss the scheduling of planning time for secondary classroom Unit I members and jointly identify solutions that will be submitted to the Chief Executive Officer and President of PGCEA. Teacher planning time will be scheduled in accordance with the following procedures and shall be Unit member directed:

1. Secondary schools: The principal shall schedule a continuous block of forty-five minutes daily of planning time during the work day of 7 1/2 hours for each teacher.
2. Elementary Schools and Special Education Centers: The principal shall schedule 225 minutes of planning time for each teacher per regular work week of five normal work days. In addition to the 225 minutes of planning time scheduled weekly, each principal shall schedule a block of thirty (30) minutes or the time equal to scheduled student lunch and recess periods (but not less than 25 minutes) of daily uninterrupted planning time during student lunch and recess periods for each elementary teacher. The principal will provide the planning time schedule at least one week in advance and changes will only be made in the event of

unforeseeable circumstances.

3. Except as may be necessitated by G below, Unit I members will be responsible for determining the use of their planning time in accordance with F below.
4. Any Unit I member who volunteers, or is assigned to cover or teach a class other than their regular scheduled class shall be compensated in addition to their regular pay at the hourly rate of eighteen dollars (\$18.00) payable in no less than one (1) hour increments.
5. In the event that a unit member is absent and no substitute is available and the principal divides a class between staff members, the unit members to whom the students are assigned shall be compensated in addition to their regular pay at the established long term degreed substitute hourly rate of eighteen dollars (\$18.00) for each Instructional period additional students are assigned to their classroom, payable in no less than one hour increments.
6. Any **Unit I** member who covers lunch/recess duties in the absence of monitors shall be compensated in addition to their regular pay at the hourly rate of fifteen dollars (\$15.00) in no less than half hour increments.
4. scheduled grading days. Grades will not be due until 11:59 pm.
5. On days preceding scheduled non-workdays or days when schools are closed early (not scheduled early dismissal days except in 6.E.3.) Unit I members will be permitted to leave the building after student dismissal and their assigned responsibilities are met as developed by the procedures outlined in Section 6.05 H.1.

- C. Except for the lunch period, any non-teaching time of a teacher shall be devoted to professional activities such as planning the instructional program, conferring or meeting with pupils, parents and colleagues, studying and maintaining records and any other professional endeavors.
- D. Occasionally Unit I members may be called upon to use their non-teaching time to cover unscheduled situations not normally part of their regular assignment. Such assignment shall be on an equitable basis.
- E. Early Departure
  1. When schools are closed for any emergency, Unit I members will be permitted to leave the building after student dismissal and their assigned responsibilities are met. These responsibilities and a schedule shall be developed by the principal with the faculty in each school and submitted for approval to the appropriate administrative officer designated by the Chief Executive Officer.
  2. When an individual school is closed for an emergency, Unit I members will remain on duty unless the decision is made that the entire building is uninhabitable.
  3. The parties agree that **Unit I** members can leave (following student dismissal and their assigned responsibilities are met) on the three
- F. The principal of each school, with review of the Faculty Advisory Council, will work out an equitable duty load for all members of the faculty, including itinerant Unit I members. Itinerant Unit I members shall share in duties in proportion to the amount of time they are scheduled at any one site. An itinerant Unit I member shall not be assigned duties in excess of that which he/she would be assigned if full-time in one school. Principals are expected to be sensitive to each teacher's need to consistently have the full amount of planning time as provided by Section 6.E. for individual planning.

## ARTICLE 7- TEACHER ASSIGNMENT

- A. Secondary Unit I members will be assigned to their major or minor field of certification and should not be assigned more than three different subject preparations. Preparations are defined by different course codes (ex. AP, on-level, honors) taught at different times.
  1. The event that scheduling necessitates a variation, the principal shall give the reason in writing to the teacher.
  2. A teacher may volunteer to teach more than three preparations in a school year.
  3. If a teacher must be assigned to teach more than three different preparations, the principal will make reasonable efforts to provide accommodations to the teacher to account for the expanded planning responsibilities. This would include reduced duties or additional planning time as an accommodation.
  4. A teacher will not be assigned out of area of

certification for a period of more than two consecutive semesters unless the teacher agrees in writing to a continuance of the out- of-certification-area assignment. A teacher who elects not to continue to teach out of the area in which certification is held will be declared a staff reduction and involuntarily transferred in accordance with ARTICLE 10.

- B. Unit I members will be provided tentative assignments in writing by the principal for the following school term on or before the last duty day for ten-month employees. Such assignment may not be changed after the last duty day unless unforeseen circumstances cause the principal to make such changes. When changes need to be made, notification setting forth the reasons for the change shall be promptly given to the Unit I member at the address on file in the school. If the Unit I member cannot be reached by telephone, the notice shall be sent in writing.

C. When a principal has to assign a teacher to teach a subject outside the certified field(s) of the teacher, in order to avoid an involuntary transfer, the following shall apply:

1. The principal must first consider volunteers.
2. If there is no volunteer deemed by the principal to be qualified, seniority will be considered with the least senior teacher being assigned out-of-field, unless a more senior teacher has greater training or experience related to the out-of-field assignment.
3. Once a teacher is assigned outside of the field in which certification is held for three or more classes per semester for a third consecutive semester, such teacher shall be required to commence taking courses toward certification in the new assigned field, or another field of certification selected by the teacher and approved after consultation with the Division of Human Resources, at the minimum rate of six credit hours per year. To the extent possible, all required content courses must be completed before the methods courses are taken.
4. No teacher being fifty-five (55) years of age or older or having taught more than twenty-five (25) years in the PGCPs will be required to obtain certification in a new field if reassigned in accordance with this Article 7, Section C.

D. Assignment to more than one teaching station in the same building shall be made on the following conditions:

1. Where administratively possible, the number of different rooms to which a teacher is assigned shall be held to the absolute minimum.

2. For educationally sound reasons such as implementation or flexibility in programming.

3. Rooms between which the teacher must travel shall be located as conveniently near one another as possible.

4. If a teacher who would normally be assigned to one teaching station is required to move from one station to another for more than one year, definite arrangements shall be made to lighten that teacher's non-instructional duty load.

5. Easily transportable carts and, when necessary, a key to the elevator(s) will be made available to floaters.

E. Each elementary teacher has the option of leaving the room for planning time when their students are under the exclusive supervision of another certificated employee.

**The joint labor management committee will meet and discuss the substitute teacher scheduling and call in process and joint identify solutions that will be submitted to the Chief Executive Officer and President of PGCEA. This issue shall be a topic of discussion for the joint labor management committee.**

F. The principal shall be responsible for obtaining substitutes for classroom teachers who are absent.

G. **Job Sharing-**

With the approval of the principal and the Chief Human Resources Officer, two teachers may volunteer to share a classroom teaching

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 be based upon an evaluation of the successful completion of the educational goals and objectives set forth at the beginning of the assignment.

Teachers on job-sharing assignments will receive prorated personal leave and sick leave benefits. Seniority for teachers on job-sharing assignments will accrue on the same basis as other part-time teachers.

Premium payments toward insurance benefits will be on a prorate basis.

H. 1. Telecommunications will be defined as the teaching of students via a two-way interaction television system.

2. Time and Assignment

a. A teacher assigned to teach a class, utilizing telecommunications as the on-going method of instruction will be provided a duty-free lunch and planning time per Section 6.2.A and 6.2.B. of the Agreement.

b. A telecommunications teacher's assignment will be based on scheduling availability, appropriate certification and principal approval.

c. Evaluations of telecommunications teachers will be the same process as with other teachers.

I. 1. Assignments for 11 and 12-month Unit I employees will be tentatively made prior to the last duty day for 10-month employees and will take into consideration the number of work sites and caseloads.

2. Unit I members who have a concern regarding their assignments should meet with their principal/supervisor to discuss the situation. In the event the Unit I member is not satisfied with the response from the principal/supervisor, the Unit I member may request a meeting with the Chief Human Resources Officer. The Chief Human Resources Officer shall provide a written response within 10 days of said meeting.

J. Unit I members assigned to more than one school shall be given a current class list of assigned students during the first four duty days for Unit I members. The class list is subject to change as the need arises. Itinerant teachers shall be provided with the same instructional materials as any regular full-time teacher assigned to such a position. Requests for such materials will be filled as soon as practicable.

K. Where non-traditional schedules are adopted, teachers who so choose shall be permitted to seek a voluntary or administrative transfer to another school location.

L. Between January 1 and June 1 of each school year, Unit I members responsible for writing student IEP's shall

receive one (1) day of release time for the preparation of IEP's. Requests for additional release time for the preparation of IEP's will be made at the lowest possible level and promptly responded to and will not be unreasonably denied.

1. Agreed upon release time shall be in addition to any

other school district provided leave or preparation time.

2. To the extent possible, employees shall have access to computers, printers, software and all other appropriate materials necessary to complete IEP's.

## ARTICLE 8- NON-TEACHING DUTIES

- A. Unit I members shall not transport students.
- B. Subject to review by the Labor Management Relations Committee, teachers may be required to collect and transmit money to be used for educational purposes, together with a record of the sum collected and the names of students who have paid. Any additional accounting procedures shall be the responsibility of the administration. The teacher will not be held responsible for the loss of such money if such loss is not due to negligence of the teacher. However, under no circumstances may a teacher be required to collect monies for insurance or charities, although a teacher may volunteer to do so.
- C. Unit I members shall not be expected to perform custodial duties. However, the teacher shall be responsible for maintaining reasonable order and cleanliness in the classroom, and for performing such functions as are a normal part of the teaching assignments.
- D. Nothing in this Agreement shall be construed to discourage or preclude Unit I members from volunteering for extra assignments should they so desire.
- E. Attendance at meetings of Unit I members called for

purposes directly related to the educational process shall be required duty. Faculty and other teacher meetings shall require notification at least forty-eight (48) hours in advance except in emergencies, and shall not normally last more than one hour before or after the student day. Except in emergencies there shall be no more than two general faculty meetings per month excluding the months of August and June when three general faculty meetings may be held each month. Unit I members will not be required to attend more than two meetings per month that extend beyond the normal duty day including the general faculty meetings. Unit I members at elementary schools will not be required to attend more than four meetings per month during the duty day unless there are unforeseen circumstances.

- F. Unit I members are encouraged to take an active role in the school parent organization and each Unit I member is required to attend Back-to-School Night. Unit I members with multiple school assignments shall only be required to attend Back-to-School events at their base school.
- G. Appearance and Conduct- Unit I members shall dress and conduct themselves in accordance with accepted professional standards. (moved)

## ARTICLE 9- TEACHER EVALUATION AND RATING

A. When a Unit I member is evaluated by that person's supervisor, the completed evaluation forms shall be signed by the Unit I member in the presence of the immediate supervisor and a copy given to the Unit I member at that time. The Unit I member's signature acknowledges receipt of the evaluation form and does not necessarily indicate agreement with its content.

B. A continuing program of evaluation of **teacher performance** based in part on personal observation is required. Whenever it appears that any aspect of a tenured teacher's classroom performance is less than satisfactory, the **principal** shall notify the teacher in writing and shall follow such notification with a conference to suggest necessary improvement, and shall make at least one classroom observation which shall be announced to the teacher at least two days in advance. Additional classroom observations may be made without advance notice. No less than a satisfactory evaluation may be given to a teacher without prior

notification and conference. All evaluations which are less than satisfactory must be given to the teacher on or before June 10<sup>th</sup> and all other evaluations must be given to the teacher before the last duty day for teachers.

- C. Any Unit I member who disagrees with their evaluation may submit a rebuttal in writing to the Chief Human Resources Officer. The rebuttal shall be made a part Unit I personnel record, with additional copies sent to the Assistant Superintendent and to the evaluator.
- D. At the beginning of the school term or whenever the Unit I member begins service, a Unit I member will have access to a copy of the evaluation form.
- E. The Board will follow State Board of Education Guidelines for Evaluation of Probationary Teachers. One of the observations of probationary classroom teachers will be announced at least two days prior to the observation.
- F. In the event that the procedures of are not complied

with, such non-compliance shall be subject to the grievance procedure. However, judgment of performance by an evaluator may not be submitted to the grievance procedure.

G. "The Teacher and Principal Evaluation Steering Committee will continue. It should include cross-functional offices including PGCEA representation in the decision-making around the evaluation system."

## ARTICLE 10 -VACANCIES & TRANSFERS

### 10.1 Vacancies

- A. The following positions will be publicized on the PGCPs website (This includes during the summer months):
1. Positions paying a salary differential,
  2. Positions beyond the regular ten-month teacher contract
  3. Positions on the administrative-supervisory level that have been declared vacant by the Chief Executive Officer,
  4. Ten-month positions which do not require a Unit I member person to devote more than 50% of the pupil day to the teaching, counseling, or diagnosis of pupils in the classroom, resource area, guidance office or media center will be publicized.

Positions not included in Unit I are excluded. Acting positions of short duration to maintain continuation of supervision or administration are not subject to provisions of this procedure.

- B. Procedure:
1. These vacancies will be adequately publicized by the Chief Executive Officer or designee.
  2. These vacancies will be posted on the Prince George's County Public Schools' website as far in advance as possible but not less than ten days before the position is to be filled. A copy of said notice will be given to PGCEA at the time of posting. Unit I members who desire to apply for such vacancies will submit their letter of interest and resume to the Chief Executive Officer or designated representative within the time limit specified in the notice. The receipt of all applications will be acknowledged in writing. A standard form will be used.
  3. All qualified Unit I members will be given the opportunity to make application for these vacancies. The Division of Human Resources agrees to give due weight to the professional background and the attainments of the applicant.
  4. Unit I members who are currently employed by the Board will receive first consideration unless in the judgment of the Chief Executive Officer other applicants have superior personal, technical, or academic qualifications for the specific position.
  5. Announcements of appointments will be made

through the Board publications and a list will be given to PGCEA.

### 10.2 Procedures for Implementing Voluntary Transfers

#### A. General Criteria:

The Board and PGCEA agree that requests for transfer shall be considered subject to the following criteria:

1. Factors to be considered:
  - a. Certification for the position desired.
  - b. Tenure status; i.e., except in unusual circumstances, only tenured Unit I members will be considered for voluntary transfers.
  - c. Seniority.
  - d. Satisfactory evaluation.
  - e. Professional qualifications and competence relative to the needs in an available position.
  - f. Proximity to place of residence.
  - g. Other relevant factors.
2. Any request for transfer must be submitted on an electronic form as part of the Transfer Consortium Database. The Transfer Consortium Database will be developed and implemented through a collaborative effort between the Human Resource Division, Information Technology and PGCEA. Between January 15 and March 15, Unit I members will have the opportunity to submit an electronic application and any other supplemental information in support of the transfer request to the Human Resources division. Through the Transfer Consortium Database, Unit I members will also have the opportunity to sign up for an interview with the principal for the school in which they are seeking a transfer.
3. All voluntary transfers shall be acceptable to the receiving principal.
4. Requests for voluntary transfers to known vacancies may be submitted after March 15, but will be considered only in extenuating or unusual circumstances and only from teachers with five or more years of service in the PGCPs. The request made after March 15 must be submitted to the Division of Human Resources. The Chief Human Resources Officer/designee shall take final action on the request.
5. When a teacher whose performance has been satisfactory in a full-time assignment is

reassigned to an itinerant position and subsequent to the itinerant assignment a full-time vacancy occurs in one of the assigned schools, the teacher will be given priority consideration for reassignment to the full-time vacancy, if said teacher expresses a desire for the full-time assignment.

6. On request, during the months of September through March, the Division of Human Resources will supply to PGCEA a list of vacant teaching positions as they exist on the 15th day of the month and, as appropriate, a list of involuntary staff reductions for the same date. Between April 1 and September 1, the Board shall inform PGCEA of vacancies on a bi-weekly basis.

#### B. Transfer Procedure

1. 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 transfer applicant must be offered an interview by the receiving principal or designee between April 1 and July 15.
  - b. The principal must have agreed in writing to accept the transfer applicant as well. Written acceptance from the principal and transfer applicant must be received in the Division of Human Resources within one (1) week after the interview.
  - c. The Division of Human Resources will establish lists for each subject field assignment for each secondary school and a list for each elementary school. The lists will include a maximum of the five (5) most senior transfer applicants who have been accepted by the principal and who have submitted their written acceptance for transfer. The lists shall be valid until July 15. Vacancies shall be filled from these lists. If no applicants were available to establish the lists, vacancies may be filled by anyone who filed a Voluntary Transfer Form or by a new hire.
  - d. 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.
  - 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 has been assigned to the school or the vacancy involves an out-of-field assignment. In either case the Division of Human Resources will make one attempt to contact the transfer

applicant by phone to ascertain whether or not the applicant still wants the transfer.

- f. When the principal at the receiving school is not reassigned or an out-of-field assignment results after a transfer has been affected, the transferee may refuse the transfer and return to the former position only if said position has not been filled and school has not started.
  - g. Once the official notification of the approved transfer has been mailed from the Division of Human Resources to the transfer applicant, the applicant will be ineligible for a voluntary transfer until the end of that school year.
2. Vacancies occurring as a result of the filling of any vacancy as specified above may be filled by anyone who files a Voluntary Transfer Form or by a new hire.

#### 10.3 Procedures for Implementing Involuntary Transfers

- 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 effected from time to time to conform with Board of Education Staffing Formulas. When involuntary transfers have to be made the principal shall submit to the Division of Human Resources no later than June 1, the names of any teacher(s) who have been declared staff reductions in accordance with the following procedures applied in sequential order:
  1. Volunteer(s) shall first be sought. A teacher who volunteers to become the involuntary transfer will be given the same consideration in determining the school transfer as is given to other involuntary transfers.
  2. Persons holding less than a standard certificate in the subject or teaching level to which they are assigned shall then be selected and
  3. Should the previous two steps not satisfy the required transfer, the decision shall be made according to:
    1. The least senior person in the PGCPs in that school within the category affected.  
Categories are as follows:
      - (1) Early Childhood
      - (2) Elementary (1-5)
      - (3) Elementary subject areas of music, physical education, librarian, reading, guidance.
      - (4) Middle School subject area
      - (5) High School subject area
    2. The official evaluation and performance for the previous year.

3. The procedures indicated above shall not apply in the transferring of itinerant teachers resulting from the regrouping of schools
4. The principal shall notify a teacher in a private conference by June 1 that the teacher will be a staff reduction. Final notification will be given in writing by the Division of Human Resources after notification by the principal.
5. If a teacher is involuntarily transferred during the school year or after the opening of school for any one year, the salary shall not be reduced for the remainder of the year.
6. Teachers to be involuntarily transferred will be reassigned ahead of teachers returning from an approved leave of absence and new hires. After July 15, teachers to be involuntarily transferred will be reassigned ahead of teachers requesting voluntary transfers.
7. In referring teachers who had been declared staff reductions to existing vacancies, system wide seniority in the subject area will be the determining factor in establishing the order of referrals.
8. A person to be involuntarily transferred requesting referrals shall be referred for a maximum of two interviews to principals of schools where there are appropriate vacancies if such exist. A maximum of two (2) work days after the referral will be permitted for the teacher to advise the Division of Human Resources regarding the acceptance or non-acceptance of the position. If a teacher does not accept any of the positions to which referred, the Division of Human Resources will assign the teacher to an existing vacancy.
9. The June 1 deadline above is based upon estimated pupil enrollment and preliminary staff allocations. Changes in student enrollment after June 1 may result in further staff reductions prior to the opening of school. A teacher affected by such a change however may request within five (5) days of notification a conference with the Assistant Superintendent or designee. A PGCEA representative may be called in by the teacher.
10. Any teacher who is involuntarily transferred after the first work day for returning teachers at the beginning of a school year shall not be involuntarily transferred again after the first day of a new school year for three succeeding years. A teacher involuntarily transferred after the first work day who wishes to request a voluntary transfer out of the new assignment must do so in accordance with the provisions of. If said teacher does file a timely request for transfer, the teacher shall be considered as an involuntary transfer and will be given the same consideration in determining school transfer as is given to other involuntary transfers. No involuntary transfer for reasons of correcting prior scheduled staffing will be made after September 30, except if special, unanticipated problems arise in secondary assignments, an involuntary transfer may be effectuated at the secondary level until October 15.
  - B. An administrative transfer requested by the immediate supervisor for a reason other than reduction in staff or change in ratio must be approved by the Chief Human Resources Officer prior to the completion of the transfer. The teacher shall be given written notification with specific reasons of the transfer by June 1 or in the event notice is given thereafter the Chief Human Resources Officer and the President of PGCEA or their designees shall meet to resolve problems not hereunder covered.
  - C. The grievance procedure may be applied to only with regard to an allegation that procedures set forth herein have not been complied with or that the employee alleges and proves discrimination on the part of the person charged by said employee.

## **ARTICLE 11- PERSONNEL EMPLOYMENT**

### **11.1 Reduction in Force**

#### **A. Process**

In any reduction of Unit I member necessitated as a result of budgetary actions, declining enrollment or curriculum and/or administrative reorganization, Unit I members shall be laid off solely on the basis of certification in the subject field assignment and on system-wide seniority as defined in For purposes of this section, all elementary teachers (1-5) will be considered as having the same subject assignment.

A teacher who holds a teaching certificate in a second subject area, and who has taught in that subject-field

assignment in Prince George's County Public Schools since the most recent date of employment, may be assigned to that subject field provided that teacher has greater seniority than the least senior teacher assigned to the subject field.

No lay-offs of Unit I members shall be effectuated without the Board, through the office of Division of Human Resources, first exhausting all of its best efforts to have such personnel reassigned to another subject field providing that appropriate approvals of interim or provisional certifications can be obtained from the State Department of Education, and provided further that a

reassigned teacher shall be required to work toward certification in the new area of assignment at a minimum rate of six (6) credit hours per year. In the event, however, that upon a finding by the Chief Human Resources Officer it appears that reassignment is not feasible and as a last resort there must be lay-offs, then and in that event, lay-offs shall be affected within the following categories in the order noted:

*First:* In continuing order of least system-wide seniority in the subject field taught, severance shall be restricted to persons holding a provisional certificate.

*Second:* Thereafter, in continuing order of least system-wide seniority in the subject field taught, severance shall be restricted to non-tenured employees.

*Third:* Thereafter, in continuing order of least system-wide seniority, tenured employees holding a Second Class certificate.

*Fourth:* Thereafter, in continuing order of least system-wide seniority, tenured employees holding first class certificates.

While a lay-off continues, no new hires shall be permitted except in the unique circumstances where: (a) there are no Unit I members on lay-off qualified to fill a vacant position, or (b) all qualified Unit I members on lay-off decline the offer to fill the vacancy.

#### **B. Recall Rights**

**Unit I members** shall (a) receive official notice by phone or registered mail at least four (4) working days in advance of their deadline for determining whether to exercise recall rights, (b) shall be available to begin within thirty (30) days, (c) retain recall rights for a period of three (3) years and (d) except for proven medical disability, a teacher who declines an offer of vacancy in their field of certification shall forfeit all recall rights, provided, however, that a laid-off employee who has accepted employment with another public school system in the State of Maryland and is unable to get released from his/her contract, may decline an offer to return to work if the offer of vacancy is issued later than July 1 for a position to become available at the beginning of the new school year.

Employees on lay-off shall be granted, during the period that they are vested with recall rights, the option of paying 100% of the premiums due on any hospitalization, dental insurance, optical insurance, life insurance or health maintenance organization plans as the Board may have

available for its employees at the time of lay-off, provided that the insurance coverage is such as to permit this participation.

The parties understand and agree that the Board is vested with the sole discretion to determine whether or not a lay-off is necessary. Therefore, the grievance procedure may be applied to this Section 4.12 only with regard to an allegation of arbitrary and capricious non-compliance with the procedures set forth herein and only then on a case by case basis.

(The provisions of this policy, 4.12.RIF, apply to all personnel covered for this Agreement except those persons while paid on Differential Schedule A.)

#### **11.2 Job Security**

For the duration of this Agreement, no permanent Unit I member will lose employment due to services being provided by an outside contractor, provided that such Unit I member will accept temporary assignment to a position on the same Teacher's Salary Schedule (including PGCEA Differential) to which such Unit I member would be otherwise entitled.

The foregoing provision shall not apply in the event the Maryland State Department of Education mandates that services are to be provided by an outside contractor and as a result, the Board does not have sufficient vacancies to transfer the affected Unit I member. Under such circumstances the provisions for Involuntary Transfer (4.11) and Reduction-in-Force (4.12) will apply.

#### **11.3 Separation of Employment**

The Board of Education will accept the resignation of any non-tenured Unit I member submitted prior to May 1 without prejudice, provided that the said Unit I member has not been recommended by the Chief Executive Officer for termination or non-renewal due to cause.

1. A tenured Unit I member wishing to voluntarily terminate employment must give written notice to the Human Resources Division on or before July 15. Non-tenured Unit I members must provide such written notice no later than May 1.
2. All Unit I members who notify the Human Resources Division by April 1 of their intent to vacate his/her position for next school year will be provided with an effective date of July 1 and will have their health insurance continued until August 31 of the same year.

### **ARTICLE 12- RIGHTS AND PRIVILEGES OF UNIT I MEMBERS**

- A. Unit I members shall not be restrained from joining nor required to join PGCEA by either the Board or PGCEA or any of their representatives.
- B. Nothing in this Agreement shall deny or restrict any

Unit I member's full individual rights under the Laws of the State of Maryland or the United States of America or under the Bylaws of the State Board of Education.



C. The Board and PGCEA shall continue their policy of not discriminating against any Unit I member on the basis of race, age, creed, color, national origin, gender, sexual orientation, marital status, or membership in any teacher organization.

D. Academic Freedom

1. In performance of their teaching functions, Unit I members shall be responsible for presenting all sides of an issue and for providing students with the opportunity to investigate all facets and/or opinions of or about any and all germane topics and materials of the curriculum introduced or presented and shall have a special responsibility to provide such opportunity with regard to those topics of the curriculum which are or may be of a controversial nature. Such germane material presented to students must be of appropriate maturity level and intellectual ability of the students.
2. The Unit I member shall have the right to express personal opinions on germane matters and shall further be responsible to permit the expression of the views and opinions of others and to encourage students to examine, analyze, evaluate and synthesize all available information about such topics and materials and to encourage each to form independent views and opinions through such procedures.
3. Unit I members shall at all times strive to promote tolerance for the views and opinions of others and

for the right of individuals to form and hold differing views and opinions.

4. To the extent permissible by law, the Board shall support Unit I members adhering to the above procedures and shall in no way recriminate against same so long as said Unit I members adheres to the procedures outlined above. Nothing herein is, however, to be so construed as to render immunity to any Unit I member for acts which are libelous, slanderous, or which in any way violate the civil rights of others.
5. Student grade changes will be handled in accordance with administrative procedures.
6. Efforts should be made to schedule parent conferences at mutually agreeable times and to provide at least 24 hours' notification of the conference unless the principal determines that it is an issue that needs immediate attention.
7. The principal will inform the educator by September 30th as to the schedule for submitting student grades at the end of each marking period in compliance with the Board adopted school calendar. Unit I members will not be required to submit (interim, semester or final) grades prior to the end of the duty day established for grade completion by the Prince George's County Public Schools calendar.

## ARTICLE 13- EMPLOYEE RIGHTS

- A. Any complaints regarding Unit I member made in writing 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 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.
- 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 Chief Human Resources Officer. Such persons shall be able to review their file within ten (10) days after receipt of request.

If, upon review of the personnel file, 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.

A Unit I member may, upon reasonable request, review all school based written data compiled on such person, except for notes that a principal prepares and maintains for personal use and which will not be offered in evidence at any disciplinary hearing.

With the exception of copies of the official Unit I member's evaluation, no school-based written data in a Unit I member's file may be transferred to another school when a Unit I member is voluntarily or involuntarily transferred to another school or office.

- D. Unit I member will be disciplined, reprimanded,

reduced in rank or compensation or deprived of any professional advantage without cause.

1. A. Due process rights shall include 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. As a general rule, employee evaluation conferences are not conducted as disciplinary in nature. 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 or by the Board of Education and the existing legal and contractual rights regarding the issuance of Second Class certificates and the classification of certificates by the Chief Executive Officer shall remain in effect during the term of this Agreement.
  2. A Unit I member temporarily reassigned to an alternate location as a result of an investigation conducted solely by the school system 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 made regarding the Unit I member's status within 45 days, the Director of ELRO shall notify the Unit I member as soon as practicable and the temporary assignment shall continue
- E. The personal life of the Unit I member or the participation or non-participation in religious, political or educator association activities of an Unit I member conducted outside duty hours and off school property shall not be grounds for disciplinary action unless such action is shown to interfere with the regular conduct of the school or schools in Prince George's County.
- F. The Board believes that all of its Unit I members have the right and obligation to be informed and active citizens. The Board, therefore, guarantees to all of its Unit I member's full equality with other citizens in the exercise of their political rights and responsibilities including such rights as voting, discussing political issues, campaigning for candidates and running for and serving in public office.

The Board, however, wishes to stress that it, and the public schools, serve all segments of the community without reference to political affiliation. The Board feels strongly that its

employees have a responsibility to refrain from involvement in political activities during the working day and in the school setting. At no time is the pupil in the public school to be regarded or used as a forum by an individual for political activity.

The Board believes that a prerequisite to a high quality in education is the acceptance by the community and by governing bodies of their responsibilities in recognizing the political and professional status and rights of all citizens and in the interest of encouraging political and professional involvement of qualified employees, guarantees that in the event of election to public office, the employee will not incur loss of tenure or retirement benefits within the framework of State legislation. The Board further states as its policy the following:

1. The Board will not endorse any Unit I member seeking public office.
  2. Unit I members may not use their position to exploit students, parents or PGCPSS employees in the interest of their campaign.
  3. Unit I members may not campaign while on duty during the normal working day.
  4. Unit I members may not use the facilities (except under existing policies), equipment, material or personnel of the Board, during duty hours in the conduct of their campaign or in the execution of their duties, if elected.
  5. Unit I members, if elected or appointed to public office, which would require full-time service, shall have a choice of resigning their position or receiving a leave of absence without pay from the Board for the period of tenure in office.
  6. Unit I members, if elected or appointed to a public office requiring a full-time service for a portion of the year, shall be granted a leave of absence without pay by the Board for that portion of the year.
  7. Unit I members, if elected or appointed to public office representing a conflict of interest with the duties usually discharged by personnel employed by the PGCPSS, shall be required to resign or to request a leave of absence without pay for the full term of the office.
- G. Unit I members are encouraged to bring to the attention of the principal or immediate supervisor conditions which they consider may be unsafe for students or Unit I members, for review and, as appropriate, for referral to the appropriate school authority. Thereafter, if the educator is still concerned, the Unit I members may request further review by the Chief Human Resources Officer. If in a

specific situation the President of PGCEA believes further consideration is appropriate, the President may request review by the Chief Executive Officer.

## ARTICLE 14- EDUCATOR FACILITIES, EQUIPMENT AND SUPPLIES

### A. Provision of General Facilities

To the extent possible, the Board of Education shall make the following facilities available to Unit I member at their base school:

1. furnished air-conditioned room to be reserved for the exclusive use of faculty, all employees, excluding administrators and supervisors.
2. suitable desk, chair and file cabinet.
3. A private place for storage of material at each school to which itinerant Unit I members are assigned and where it is administratively feasible.
4. A restroom(s) reserved for the exclusive use of faculty and staff. The restroom is to be kept clean and adequately supplied. It is understood that common facilities used by the staff must be maintained in an orderly condition by those using the facilities.
5. Adequate parking space.
6. A general work area containing equipment and supplies necessary for the preparation of instructional materials. Principals should be aware of the needs of Unit I members regarding access to a copier. Problems concerning scheduling or use of a copier should be addressed by the FAC which shall make suggestions for the resolution of the problems to the principal. If problems continue, they may be referred to the appropriate Instructional Director.
7. A general space for the storage and display of professional books and literature.
8. Separate dining tables for Unit I members within the school lunchroom or in another room, which

may be available.

9. Adequate lighting in the parking lots of all schools.
10. Adequate security for all school and school-related activities.
11. Adequate telephone service in each school consistent with budgetary restrictions.
12. Summer school and summer workshops which are offered in air-conditioned schools, unless physically impossible.
13. A secured area within existing facilities for each Unit I member to store materials used in the classroom, as may be feasible.

### B. Access to Facilities

1. During regular school hours, the faculty rooms shall be open at all times for Unit I members who do not have specific duties elsewhere.
2. Each school principal with the FAC will develop a policy for the use of school facilities by the Unit I members after school hours.
3. School system telephones may be used for essential local calls.

### C. Education Specification Committee

The Board shall appoint an PGCEA member to all Education Specification Committees for new construction or renovation of schools.

Nothing in this section shall be construed as offsetting the general obligation of the Board of Education to supply materials, equipment and other resources to the schools, nor to reimburse mileage for Unit I members who are required to drive personal vehicles on school business.

## ARTICLE 15- CLASSROOM MANAGEMENT AND DISCIPLINE

- A. *The principal is charged with the responsibility for the total conduct in the total educational program to which assigned.*
- B. Unit I members and principals shall have the authority granted by law and shall exercise responsibility for the control of pupils within their classes and the educational program for which they have accepted responsibility.
- C. Classroom management is the responsibility of the Unit I member. Procedures for handling disruptive

students both within and without the classroom will be developed in accordance with PGCEA policies and procedures in each school by the principal or duly appointed designee and the faculty.

When in the judgment of the teacher a student's behavior makes operation of the class impossible, the teacher shall complete the appropriate Discipline Referral Form and the student may be excluded from the class until the teacher and principal or the principal's designee have held a conference. The principal, with the advice of the FAC, shall designate an appropriate area where such students may be sent. The

conference should be held on or before the next school day. The Unit I member and the principal or principal's designee may elect to use an exchange of emails in lieu of the conference. The principal will decide if and when the student is to be returned to class. The principal's, or designee's, decision shall be communicated to the Unit I member on the Discipline Referral Form. In the event the principal fails to take any action within four (4) working days, 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) student days of receipt of the Unit I member's request. However, if the Instructional Director does not complete the aforementioned

review within seven (7) student days, at that point the student will again be excluded from class pending resolution of the matter by the Instructional Director.

- E. Unit I members immediately involved in the education of a student are assured that they shall have access to all notices of student suspension or other disciplinary data as contained in individual pupil school-based records.
- F. The Board of Education shall cooperate with the prosecution to the fullest extent of the law, of any individual who physically or verbally abuses, intimidates or interferes with a Unit I member performing his/her duties.

### **ARTICLE 16- PROFESSIONAL LIABILITY PROTECTION**

Any criminal action, civil suit, or loss or damage to personal property occurring to a Unit I member while acting within the scope of the Unit I member's duties and resulting from an act alleged to have been performed by such Unit I member in the performance of such duties shall be promptly reported to the Board of Education or its designated representatives. The Board of Education shall provide legal counsel or at their discretion may provide reimbursement for the reasonable expenses of the legal defense of any criminal charges arising from an incident occurring while the educator was performing assigned duties for PGCPS, provided it is evident to the Board of Education that such criminal charge is without cause or justification. Time lost by Unit I members in connection with any such aforesaid action shall be handled as follows:

- 1. Time for appearance as a defendant or witness before a judicial body or legal authority shall result in no loss of salary or accumulated sick or personal leave.
- 2. In case of disability, Unit I member salary shall

continue in full without reduction in accumulated leave. If Workers' Compensation payment is forthcoming the amount shall be deducted from the salary.

- 3. In the event that total disability results due to the incident mentioned in this section, the Board of Education shall pay the difference between compensation payment and the contractual salary of the employee without reduction of accumulated leave.
- 4. The length of time for which one receives compensation under this section shall be determined by the Workers' Compensation ruling.

Each Unit I member is to be reimbursed in the sum of not more than a total of \$300.00 per occurrence, for proven destruction of clothing, including eyeglasses and watches, caused by an act in the performance of duties. Reimbursement for watches will be in the sum of not more than \$125.00.

### **ARTICLE 17- AUTHORIZED LEAVES WITH PAY**

A. Specified Non- classroom based Unit I members can submit and use leave (in increments of no less than 1 hour) (See leave addendum.)

**B. Attending College or University Courses**

- 1. A Unit I member duly registered for a college or university course leading to expanded professional competency and it appearing to the Chief of Human Resources that no other course is available outside of the regular duty day may, with the permission of the immediate supervisor, be allowed to leave that person's assigned duty station as soon as practicable after dismissal of students from the school provided that the Unit I member makes up during that

week any time lost within that week to attend the course. The Unit I member may be allowed to be absent from assigned duties only during the time such duties do not include assigned supervision of children; however, attempts must be made to schedule courses outside of the regular duty day.

- 2. When a Unit I member is in attendance at a professional meeting or professional development activity approved by the Deputy Superintendent, that person shall be allowed the opportunity of leaving as stated above.
- 3. *Upon a request by an Associate Chief Executive Officer and with concurrence by the teacher and the teacher's principal,*

*professional leave will be granted for the teacher to attend a professional meeting, program or workshop which necessitates the Unit I member's absence from duty on the day or days immediately preceding the end of the school year.*

### **C. Court Appearance and Jury Duty**

1. A Unit I member shall be entitled to up to two days of paid leave in any school year 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 one or two days the Unit I member is not scheduled to work, the Unit I member will be paid for the one or two additional days at that Unit I member's per diem rate.
2. Any witness fees received for a court appearance must be endorsed over to the Board of Education and forwarded to the Payroll Office.
3. When a Unit I member is drawn 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.
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.

### **D. Bereavement Leave**

1. On the death of a child, step-child, parent, step-parent, parent-in-law, grandparent, grand-parent 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 lived regularly in the household of the unit member, such unit member shall be allowed four (4) work days of absence from school without loss of salary. One of the four (4) days must be the day of the observance, except when it is held on a weekend or a holiday. On the death of an aunt, uncle, niece, or nephew, Unit I members shall be allowed two work days of absence from work without loss of salary. 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.
2. Any exceptions to the above may be made by applying to the Chief Human Resources Officer whose decision shall be final

### **E. Military Leave**

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 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.

2. 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.

### **F. Worker's Compensation Leave**

1. A Unit I member absent from duty because of an accident which was incurred in the line of duty and which qualified the employee for Worker's Compensation shall be granted sick leave and this leave shall not be deducted from the employee's accumulated sick leave. Worker's Compensation leave shall be granted from the first day of disability provided such person shall qualify for loss time benefits, but shall not extend beyond the last day for which temporary general indemnity is received from the holder of the Worker's Compensation insurance policy of the Board of Education. During this period the employee shall receive full pay, less the daily amount paid for temporary disability by Worker's

Compensation while on such leave. A written statement showing the amount paid is required. The maximum number of days allowable under this provision is ninety (90) days per school year. For any one incident no more than ninety (90) days shall be allowed, although the ninety (90) days may extend into the next school year.

2. In cases of assault of a Unit I member while in the scope of Board of Education employment, the provisions of Section 6-111, Assault Leave, of the Education Article, Annotated Code of Maryland as amended, shall apply.

#### G. Personal Leave

Unit I member employed on other than twelve-month contract may be absent from duty without loss of pay up to four

(4) days during any school year.

A request for personal leave should be entered in 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 5 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:

1. Notification of intended use of personal leave shall be made in the appropriate time management system
2. 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 Chief Human Resources Officer. Such leave request must be received by the Office of the Chief Human Resources Officer at least two weeks in advance. Unless officially notified of the Chief Human Resources Officer's decision no later than five (5) days after receipt of the leave request, the requested leave will be approved.
3. No personal leave will be granted on staff development days or on PARCC and HSA testing days, except as approved in writing from the Chief Human Resources Officer/designee.
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 from the Chief Human Resources Officer. 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.
5. Personal leave shall not be cumulative.
6. Unused personal leave will be transferred to accumulated sick leave at the end of the year.
7. Unit I members employed on 11-month status shall be entitled to carry over one (1) unused personal leave day from year to year and may accrue up to a maximum of five (5) days.

#### H. Professional Growth Leave

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. By special request, additional days may be granted by the Deputy Superintendent or designee and will not be unreasonably denied.

#### I. Sabbatical Leave

On recommendation of the Chief Executive Officer, the Board of Education may permit qualified Unit I members to take sabbatical leave. This leave may be granted for the purpose of study which may include advanced degree work or work designed to increase the Unit I member's competence or for such other purposes as may be recommended by the Chief Executive Officer of Schools and approved by the Board of Education.

In order to continue the services of the schools at a high level, the number of employees to whom sabbatical leave is granted shall not exceed twenty-five (25) in any one school year.

During the period of sabbatical leave, such employee shall receive one-half the salary of the year in which the leave is granted, not to exceed the MA + 30 hours' maximum lane, with the deduction of such additional sums as may be required by the recipient to maintain membership status in the retirement system social security, their membership in professional organizations, and any previously committed insurance premiums.

##### 1. Eligibility

- a. Applicants must hold a minimum of a Bachelor's degree.
- b. Seven (7) consecutive years of active professional services in Prince George's County Public Schools are required.

##### 2. Purpose

- a. Sabbatical leave may be granted for graduate study. A minimum of nine (9) semester hours must be taken each semester.
- b. Other sabbatical projects may be undertaken with the approval of the Chief Executive Officer provided the project increases the educator's competence and contributes to the improvement of the school system.

##### 3. Methods of Selecting Employees to be Granted Leave

- a. Sabbatical leave shall be granted at the discretion of the Chief Executive Officer of Schools.
- b. Seniority shall be considered in selection only when candidates are equally qualified in all other respects.

##### 4. Advertising, Closing and Notification

- a. Notices regarding sabbatical leave will be circulated at least four (4) weeks prior to

application deadlines.

- b. Applications for leave to begin September 1 must be submitted on the application form to the Chief Human Resources Officer by April 1. Applications for leave to begin February 1 must be submitted by November 1.
- c. Within four (4) weeks after the closing date for applications, Unit I members will be notified whether or not they have qualified for sabbatical leave.

#### 5. Provisions of Leave

- a. Unit I members shall receive one-half of their salary for the year in which the leave is granted, not to exceed the MA + 30 hours' salary scale.
- b. A leave may be granted for one or two semesters within the same school year.
- c. Unit I members are entitled to return to the position they occupied prior to their leave or to another position of a similar nature within the school system.
- d. Unit I members shall not be transferred from their former position unless that transfer would have occurred in the normal course of administrative operations.
- e. Time spent on sabbatical leave will be credited toward salary increments.
- f. Unit I members will continue to be covered by insurance and retirement. They may elect to remain as members of group hospitalization and major medical services.

#### 6. General Rules

- a. As a condition of granting the leave the Unit I members agrees to return to the services of Prince George's County for a period of two (2) years. As an option to the services requirement an individual may return to the Board of Education the salary received during the period of sabbatical leave along with interest at the rate of 6% per annum.
- b. Upon return from sabbatical leave Unit I members shall make a complete report of their activities during the period of leave.
- c. Full-time employment is prohibited while a person is on sabbatical leave.
- d. Part-time work may be undertaken or the person may accept grants or fellowships provided it will not interfere with the sabbatical project.
- e. Any deviation from the original approved program without written approval of the Chief Executive Officer shall cause the Unit I member to forfeit funds for the sabbatical, which funds shall therewith be reimbursed to the Board of Education.
- f. Upon request, the Board will provide to PGCEA information relative to the number of applicants received and approved each year.

#### J. Leave

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.

#### K. Sick Leave

Sick leave, with pay, shall be provided for Unit I members as hereafter stated:

1. A Unit I member whose employment began prior to July 1, 1987, and whose regular work year is ten (10) months shall be entitled to fifteen (15) days of sick leave each year without loss of pay, the entitlement to which sick leave shall accrue on the basis of one and one-half (1 1/2) days per month for each month of active employment. employee Unit I member whose employment began prior to July 1, 1987, and whose regularly scheduled work year is more than ten (10) months in any regular work year, shall be entitled to one (1) additional day, per month, of sick leave for each additional month of active employment.

A Unit I member whose employment began on or after July 1, 1987, and whose regular work year is ten (10) months shall be entitled to ten (10) days of sick leave each year without loss of pay, the entitlement to which sick leave shall accrue on the basis of one day per month for each month of active employment.

After eleven (11) years of employment, a Unit I member will be entitled to one (1) additional day. After twelve (12) years of employment, employee Unit I member will be entitled to two (2) additional days. After thirteen (13) years of employment, employee Unit I member will be entitled to three (3) additional days. After fourteen (14) years of employment, a Unit I member will be entitled to four (4) additional days.

After fifteen (15) years of employment, a Unit I member would be entitled to five (5) additional days. The aforementioned additional days shall accrue on February 1.

A Unit I member whose employment began on or after July 1, 1987, and whose regular work year is more than ten (10) months in any regular work year shall be entitled to one (1) additional day, per month, of sick leave for each additional month of active employment.

Sick leave may be taken in advance of actual accrual thereof as follows:

Ten (10) days shall be available at the beginning of the school year for ten (10) month Unit I members, eleven days for eleven (11) month Unit I members and twelve days for twelve (12) month Unit I members. For those Unit I members who accrue more than this initial grant of sick leave days per year, the remaining days will be available as of February 1.

2. Unused sick leave earned and credited to a Unit I

member as of July 1, 1977, plus any and all unused sick leave earned after that date may be accumulated from year to year without limit.

3. A doctor's certificate of evidence for the necessity of loss of time shall be required for days in excess of three (3) for any one illness. A doctor's certificate may be required for periods of less than three (3) days absence, if in the opinion of either the immediate supervisor or the Chief Executive Officer's designee the Unit I member is abusing sick leave privileges. A doctor's certificate may be required weekly for absences exceeding five (5) consecutive work days, except where the certification specifies disability exceeding five (5) consecutive days.

**4. Retention of Sick Leave:**

Accumulated sick leave for all ten-month Unit I members shall be retained provided the individual returns to full time employment with the Board of Education no later than fifteen (15) months after the termination of employment.

Accumulated sick leave for any eleven or twelve-month Unit I members shall be retained provided the individual returns to full-time employment with the Board of Education no later than twelve (12) months after termination of employment.

**5. Transfer of Accumulated Sick Leave:**

A Unit I member may transfer up to a maximum of ten (10) days of sick leave per year earned and accumulated in another public school district within the State of Maryland. Sick leave may be transferred at the rate of ten (10) days per year until a total maximum accumulation of 100 days has been recognized.

**6. Use of Sick Leave:**

- a. Sick leave shall be allowed in case of actual sickness or disability of the Unit I member, necessary appointments with a physician or dentist or confinement to home because of quarantine and for temporary disabilities related to pregnancy. (Pregnancy itself is not considered a sickness warranting the granting of sick leave with pay. It is only disability resulting from the pregnancy for which sick leave may be allowed. 4.20B Pregnancy Leave)

**b. Sickness in Family:**

A Unit I member with one or more years of service in Prince George's County who does not earn annual leave may use up to the maximum of their annual allotment of accumulated sick leave for serious illness of members of the family residing permanently in the household. The Unit I member will certify in writing that such a serious illness exists. Exceptions to the residence requirement will be made by the Chief Human Resources Officer.

**c. Adoption:**

To facilitate an adopted child's adjustment to a new home, a Unit I member with one or more years of service in Prince George's County who

does not earn annual leave may use a maximum of five (5) consecutive days of sick leave. Requests for additional days under this section may be submitted to the Chief Human Resources Officer and will be acted upon promptly and not be unreasonably denied.

7. Holidays to which an individual is entitled which occur during sick leave shall not be charged against such leave.

- L. The Chief Executive Officer may fill positions known to be vacant at least 50 calendar days due to illness of the incumbent, but with the express condition that the incumbent is guaranteed upon recovery return to the same assignment at the start of the next school year unless the transfer would have occurred in the normal course of administrative operations.

**M. Annual Leave**

1. Unit I members who were employed on a twelve-month contract prior to September 1, 1984, shall be granted twenty-five (25) days annual leave with pay. A Unit I member who is assigned to a twelve-month position subsequent to August 31, 1984, shall be granted annual leave as follows:
  - During the first three (3) years of service 13 days
  - Over three (3) years, less than fifteen (15) years 20 days
  - Fifteen (15) years' service and over 25 days

This leave may be taken only with the approval of the appropriate Leave Granting Authority.

2. No more than a total of twenty-five (25) days may be accumulated. No more than thirty-five (35) days may be taken in any one fiscal year. Annual leave may be accumulated above the normal limit of twenty-five (25) days for the express purpose of using the excess accumulation for summer school attendance, and the prohibition of taking more than thirty-five (35) days in a single fiscal year may be waived in accordance with -Administrative Procedure 4130.11 as revised July 1, 2013.
3. A maximum of ten (10) days unused accumulated annual leave may be added to accumulated sick leave at the end of any one fiscal year.

**N. Other Excused Absences**

Other excused absences shall be at the discretion of the Chief Human Resources Officer. Such absence shall be charged to the appropriate leave.

**O. Paid Maternity/Paternity Leave**

Unit I members in the bargaining unit with at least six (6) months of service shall be eligible for up to ten (10) paid days of maternity/ paternity leave from the district in addition to any other accrued leave. If the Unit I member chooses not to take all or part of said days, the



Unit I member shall have no entitlement to be paid for any/or all of the unused days.

**P. Return from Extended Leaves of Absence**

Unit I Members returning from authorized leave will be placed in active pay status upon the first day they are eligible to return to work as long as they provided written notice of their return to work date to the Division of Human Resources at least ten (10) work days prior to such return to work date. Return to work must be approved by Absence Management. Upon placement in active pay status, if no permanent assignment is available, Unit I members may be assigned to perform substitute teaching duties until such an assignment becomes available. In placing Unit I members in such temporary substitute assignments, the Human Resources shall consider proximity to place of residence and make every effort to avoid day to day assignments to different

locations. Unit I members will not receive formal annual evaluations while performing such temporary substitute teaching duties, but will be subject to normal performance monitoring. Unit I members who have not provided written notice at least ten (10) work days prior to their planned return to work date will, if they have been approved by Absence Management for return to work, be entitled to be placed in active pay status upon the eleventh (11th) work day after such notice was provided; however, such unit members may volunteer to perform substitute teaching duties during this 10-day period and will be paid their regular rate of pay if a substitute position is offered to them during this period. Unit I members will be placed in the first available permanent assignment in their area of certification for the remainder of that duty year.

**ARTICLE 18- AUTHORIZED LEAVES WITHOUT PAY**

**A. The benefits accrued from a leave of absence without pay shall be as follows:**

1. Shall maintain step on the salary scale.
2. The option of paying 100% of health insurance plans.
3. The option of paying 100% life insurance.
4. Shall maintain all accumulated sick leave.
5. The right to an equivalent position to the one vacated at the beginning of leave. However, reinstatement will be determined by the Chief of Human Resources based upon the availability of a position in the individual's field of preparation. Reinstatement will be dependent upon a Unit I member's maintaining certification. Such person, when qualified, will be placed before a new person is hired. In returning Unit I members from approved leaves of absence, seniority by subject field will determine the order of reassignment for those individuals who began their leaves during the same school year.

**B. Pregnancy, Maternity or Adoption Leave**

1. *Pregnancy Leave*

Pregnancy leave shall be defined as that leave given to a Unit I member during that period of continuing temporary disability causing such Unit I member to be unable to perform her regular duties for reasons of child birth, false pregnancy, termination of pregnancy and recovery therefrom. For purposes of pregnancy leave, all Unit I members shall be entitled to a maximum of thirty (30) consecutive duty days, during the ten-month school year for ten-month Unit I members, commencing with the date that said Unit I member's physician certifies the existence of the temporary disability having been occasioned from the pregnancy and the need of

the Unit I member to be absent from work. During the period of such pregnancy leave, the Unit I member may avail herself of any accumulated sick leave days or accumulated annual leave days to which she is entitled.

Upon the conclusion of said thirty (30) consecutive duty-day period as aforesaid, or earlier, in either of which occurrences the Unit I member's physician is to certify that the Unit I member is able to return to her regular assignment and, except for those qualified Unit I members entering upon maternity leave, the Unit I member shall be reinstated to the same position she held when the leave began.

In all cases of disability related to pregnancy where the Unit I member is unable to return to work upon the conclusion of the maximum thirty (30) consecutive duty-day period of pregnancy leave, the Unit I member, if not qualified to receive the benefits of a paid leave through utilization of accrued/unused sick leave, participation in the Sick Leave Bank or maternity leave, the provision for which is detailed in paragraph numbered 2 immediately -hereafter, shall, nevertheless, be entitled to apply for and receive a status of authorized leave without pay and be entitled to the same rights, including reinstatement, as are set forth in Section B.2. of this Agreement, provided that said Unit I member furnishes the Chief Human Resources Officer, at the time of such application and every four (4) weeks thereafter, with certifications from her physician confirming said Unit I member's inability to return to her regular employment and specifying the nature of the disability having resulted from the pregnancy. The Unit I member must furnish the Division of Human Resources with a doctor's certification attesting to the termination of the temporary disability and affirming that the Unit I member is physically able to return to regular employment within ten (10) days

after the cessation of the temporary disability in order to maintain her rights under 4.19 A.

2. **Maternity Leave**

A tenured Unit I member may, upon the expiration of pregnancy leave, apply for and receive a maternity leave for a period, which when computed with any pregnancy leave or sick leave taken on account of a pregnancy, shall not exceed a total of twelve (12) months. There shall be no entitlement to any Unit I member on maternity leave to receive paid sick leave benefits during that period of time. Any annual leave previously earned and accumulated to the credit of an employee may be taken during the period said Unit I member is on maternity leave to the full amount of annual leave days earned and accumulated.

In order for a Unit I member to be entitled to maternity leave, said Unit I member shall be required to inform her appropriate supervisor within thirty (30) days of the approximate date of the commencement of the requested leave. When that date has been established, the Division of Human Resources shall certify the leave. The Unit I member shall write to the Division of Human Resources thirty (30) days prior to the time she wishes to return from maternity leave or the expiration of the maternity leave.

3. **Adoption Leave**

A tenured Unit I member in the case of the adoption of a child may apply for and receive an adoption leave without pay for a period not to exceed a total of twelve (12) months, commencing with the time the adoption agency requires the Unit I member to cease active duty or the day of the adoption, whichever shall first occur. Any annual leave previously earned and accumulated to the credit of employee Unit I member may be taken during the period said Unit I member is on adoption leave to the full amount of annual leave days earned and accumulated.

In order for a Unit I member to be entitled to adoption leave, said Unit I member shall be required to inform the appropriate supervisor as soon as the Unit I member has definite knowledge of the date of the anticipated adoption. Said Unit I member and/or the supervisor shall jointly determine the approximate date of the commencement of this leave. When that date has been established the Division of Human Resources shall certify the leave.

The Unit I member shall write to the Division of Human Resources thirty (30) days prior to the time they wish to return from adoption leave.

Any exceptions to the above stated policies and rules made hereunder shall be at the discretion of the appropriate Chief Human Resources Officer.

C. **Military, Peace Corps, or the Domestic Peace Corps**

Any Unit I member who is inducted or enlists in any

branch of the military service, the Peace Corps or the AmericCorps VISTA shall be granted leave without pay. Upon return from such leave, a Unit I member shall be placed on the salary schedule at the level which would have been achieved had that Unit I member remained active in the system during the period of absence up to a maximum of two years.

D. **Early Release Leave**

A Unit I member, upon prior approval by the Chief Executive Officer or designee, shall be granted leave without pay to begin a program of studies which result from foundation or scholarship grants or private funding which require the individual to leave prior to the end of the regular school term.

Application for such leave shall be made in writing to the Chief Executive Officer or designee as far in advance as possible in order to insure continuity in the program of instruction for that Unit I member's students in their classes.

E. **Teaching and Other Leaves**

Any Unit I member on tenure covered by this Agreement may upon written request to the Chief Executive Officer or designee be granted an unpaid leave not to exceed one (1) year for the following reasons: prolonged illness; needed rest; professional improvement when the Unit I member is not eligible for sabbatical leave; public office or political campaign or for any other activity which, in the opinion of the Chief Executive Officer, redounds to the future benefit of the PGCPs. Unit I members have the option of paying into retirement, hospitalization or association dues during leave of absence due to illness. Existing policy concerning special cases shall remain in force. Leaves of absence may be extended by the Chief Executive Officer. At the conclusion of an extended leave of absence, reinstatement will be determined by the Chief Executive Officer based upon the availability of a position in the Unit I member's field of preparation and predicated upon said Unit I member's retention of certification requirements. A Unit I member must notify the Chief Executive Officer in writing by May 1 of the Unit I member's intent to return for the following school year and will be offered a position in the Unit I members field provided a vacancy exists or occurs during the subsequent year. If the Unit I member refuses the position, there is no further guarantee of position. Credit on the salary scale for a leave of absence will be granted only in the event the Unit I member is returning from sabbatical leave or from an involuntary military service, unless the individual had not received prior credit for military service.

Except for prolonged illness, needed rest or family leave, the request for leave must be submitted by June 1 of the school year immediately preceding the year which the leave is sought.

F. **Family Leave**

Any tenured Unit I member may upon written request to the Board of Education be granted an unpaid family leave not to exceed one (1) year. Family leave may be used for purposes such as the following: caring for a foster child,

caring for family members, attending to family business or any other necessity in the home.

**G. Minimum Service Requirements Between Authorized Leaves Without Pay**

Upon returning from a two-year authorized leave without pay, a minimum of two (2) years of reactivated service is required before the employee would be eligible to apply for another leave without pay. Upon returning from a one-year (1) authorized leave without pay, a minimum of one year of reactivated service is required before the Unit I member would be eligible to apply for another leave without pay. The minimum service requirements would not apply to an individual applying for a leave without pay for prolonged personnel illness

**H. UNAUTHORIZED ABSENCE**

Any absence from duty that does not meet the rules and regulations governing authorized leaves of absence shall be considered an unauthorized absence. No payment of salary will be made for any unauthorized absence.

**I. RENEWAL OF CERTIFICATE**

1. Renewal of certificate must be attended to by a Unit I member on leave. The Board of Education will not be obliged to reinstate a Unit I member whose certificate has lapsed until evidence that the necessary professional growth has been presented for renewal.
2. In addition to those Unit I members who are made subject to the requisites of State Board of Education Bylaw 13.06.01.03 C4, and any amendments as may be issued from time to time thereto, all Unit I members originally employed subsequent to June 30, 1977, and all Unit I members presently employed by the Board of

Education who had not or shall not have attained the Advanced Professional Certificate within ten (10) years from the date of the commencement of their teaching career, shall be required to present evidence of the completion of three (3) semester hours of credit in reading within five (5) years from either July 1, 1977, or five (5) years from the date of their original employment, whichever event shall first occur, except that in the case of Unit I members not having attained the Advanced Professional Certificate as a fore stated, such evidence of three (3) semester hours of credit in reading shall be furnished within one (1) year of the date of expiration of their current teaching certificate.

3. After consultation with the PGCEA, if the Chief Executive Officer of Schools recommends that for purpose of fulfilling the educational needs of pupils, that Unit I members require additional levels of skill, knowledge or competency in any curricular areas or programs, the Board of Education may require a Unit I member to take, in addition to State mandated certification requirements, no more than one (1) course of up to the equivalent of three (3) graduate credit hours at no tuition expense to the employee. Said course may be offered through a workshop which may be scheduled after the school day or offered through a college in Prince George's County or Washington, D.C., and which course must be related to the Unit I member's regular professional assignment. No Unit I member fifty-five (55) years of age or older, or having taught more than twenty-five (25) years in the Prince George's County Public School System may be so obligated.

**ARTICLE 19- SICK LEAVE BANK**

Unit I member's Sick Leave Bank was established effective July 1, 1978. All Unit I members on active duty with the Prince George's County Public Schools are eligible to participate in the Sick Leave Bank.

1. A Unit I member newly employed will be eligible to join the Sick Leave Bank six (6) months following his/her first day on duty and must submit the application within thirty (30) days of the first day of eligibility. Unit I members who elected not to join the Sick Leave Bank upon first becoming eligible have a six-month waiting period after joining the Sick Leave Bank before becoming eligible to use the Sick Leave Bank. Participation is voluntary, but requires contribution to the Sick Leave Bank. Only contributors will be permitted to use the Sick Leave Bank for payment for qualifying incapacitating personal illness during regularly scheduled duty days.
2. The Sick Leave Bank will be administered by a three (3) member Sick Leave Bank Approval Committee

appointed by the President of PGCEA, and this Approval Committee shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests and communicating its decision to the Unit I member and the Division of Human Resources.

3. The rules for the Sick Leave Bank will be established by a four (4) member Sick Leave Bank Rules Committee, two (2) members appointed by the President of PGCEA and two (2) members appointed by the Chief Executive Officer of Schools of Prince George's County. It shall be the purpose of this committee to recommend such rules, in addition to those provided for in this Agreement, as the committee considers appropriate for the operation of the Sick Leave Bank. These recommended rules must be approved by the President of the PGCEA and the Chief Executive Officer of Schools before said rules take effect. Once approved, the rules will be widely distributed by the Approval Committee.

4. The contribution on the appropriate form will be authorized by the Unit I member and continued from year to year until cancelled in writing by the Unit I member. Sick leave properly authorized for contribution to the Sick Leave Bank will not be returned if the Unit I member effects cancellation. Cancellation on the proper form may be effected at any time and the Unit I member shall not be eligible to use the Sick Leave Bank as of the effective cancellation date.
5. Contributions shall be made between July 1 and October 1, except for Unit I members returning from extended leave which included the enrollment period and new hires who will be permitted to contribute within thirty (30) calendar days of their reassignment and/or becoming eligible to join the Sick Leave Bank. Unit I members returning from extended sick leave or disability leave will be permitted to contribute to the Sick Leave Bank only after approval of the Sick Leave Bank Approval Committee.
6. The annual rate of contribution shall be two and one-half (2 ½) days for each successive school year. Any change in the Annual Rate of Contribution shall be determined by the Sick Leave Bank Rules Committee and announced prior to July 1<sup>st</sup> of each year.
7. The maximum number of duty days that can be granted in any one fiscal year will be the remaining number of duty days a Unit I member is scheduled to work. In no case will the granting of leave from the Sick Leave Bank cause a Unit I member to receive more than annual salary.
8. Unit I members must use all accumulated sick and annual leave before applying for leave from the Sick Leave Bank. Applications for use of the Sick Leave Bank shall be made on the required form and submitted to the Sick Leave Bank Approval Committee.
9. The first thirty (30) consecutive calendar days of incapacitating illness or disability must be covered by the Unit I member's own accumulated sick leave, annual leave, or leave without pay the first time said Unit I member qualifies for a grant from the Sick Leave

Bank. For subsequent grants from the Sick Leave Bank, the first ten (10) calendar days of incapacitating illness or disability must be covered by the Unit I member's own accumulated sick leave, annual leave, or leave without pay.

10. The Division of Human Resources will receive and review the decision of the Sick Leave Bank Approval Committee from the Sick Leave Bank. If the grants from the Sick Leave Bank are consistent with Prince George's County Board of Education's sick leave policies and the rules of the Sick Leave Bank, the Division of Human Resources will approve these Sick Leave Bank grants to be paid by the Prince George's County Public Schools to the Unit I member. Human Resources shall forward the Sick Leave Bank grants to the Payroll Department for payment. In any case, where the decision of the Division of Human Resources does not concur with the Approval Committee, the Division of Human Resources shall explain the full reason for the difference of opinion.
11. Sick Leave Bank grants will not be carried over from one fiscal year to another. All Sick Leave Bank grants will end as of the last duty day of the school year and must be renewed through the Sick Leave Bank Approval Committee each school year.
12. If a Unit I member does not use all of the days granted from the Sick Leave Bank, the unused Sick Leave Bank days will be returned to the Sick Leave Bank.
13. If the Sick Leave Bank is terminated due to the nonexistence of a Negotiated Agreement with PGCEA, or for any other reason, the days remaining in the Sick Leave Bank shall be returned to the then current members of said Sick Leave Bank proportionally.
14. A Sick Leave Bank joint committee will be appointed to study and report the costs of the Sick Leave Bank. Their findings should be considered by the negotiators during the next bargaining sessions.

## **ARTICLE 20 INSTRUCTIONAL PROGRAM**

### **20.1 FLEXIBILITY IN STAFFING**

The staffing from school to school may be flexible depending upon the nature of the program, the community, the size of the student body, the curriculum and the organization of the school. The Board of Education will continue to work for more flexibility in staffing and a pupil-teacher ratio which will result in the best possible learning situation. It is recognized, however, that in staffing patterns co-teachers are needed to provide greater opportunity for those children that need help to function properly in the normal group setting.

The principal with the review of the Faculty Advisory Council

(FAC) may submit with supporting evidence a request for additional staff personnel beyond that authorized by the staffing formula approved by the Board of Education. The Chief Human Resources Officer shall make the final determination of staff allocation after review of their request.

### **20.2 CURRICULUM DEVELOPMENT**

- A. The Board of Education agrees to enter into written agreements with classroom teachers to work on curriculum development projects, to be conducted after regular working hours, utilizing the following procedures:

1. The Unit I member who plans a curriculum development project submits a proposal indicating its nature and scope, the length of time needed for completion, requested compensation, the specific skills needed by persons to be employed and approximate cost of project. This proposal is then submitted to the Deputy Superintendent for approval.
  2. The applicants for the project must submit a sample of some work that would demonstrate their ability to perform most adequately the required tasks.
  3. Following such steps, the proposals will be reviewed and the applicants notified of the decision and such further action as may be required.
  4. Existing Board of Education policy relative to filling of vacancies for planning persons required for the approved projects will be maintained.
- B. All committees concerned with curriculum development or textbook evaluation and selection shall include classroom teacher representation.
- C. When the Division of Curriculum and Instruction and the Chief Executive Officer approve major policy and curriculum changes, sufficient professional staff involvement will be initiated with the local staff before the changes are implemented at the local level. When financing and staffing are affected by a curriculum change, adequate time for the preparation and planning must be allowed before it is initiated at the school level.
- D. PGCEA may nominate one (1) member to serve on each curriculum writing committee constituted to prepare curriculum guides for each subject area.

### 20.3 ASSIGNMENT EQUALIZATION

The Board of Education and PGCEA hereby agree that subject to building limitations, budget and program requirements, action will be taken to maintain favorable class size in accordance with Board of Education policy and reduce classes which exceed by more than 10% the County- wide class size average based upon the 1973-74 figures only when the average exceeds twenty-five (25) for that grade level or subject field.

If, subsequent to September 30, any Unit I member has a class

which exceeds the county class size as indicated above, the Unit I member after consultation with the principal may request a review by the FAC. If after a review of the Unit I member's complaint and consultation with the principal, the Unit I member or the FAC determines by a majority vote that further adjustment in class size is essential, the FAC or the Unit I member may request a review by the Deputy 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 Deputy Superintendent who will have that matter reviewed within five (5) working days of receipt of the request. If after consideration by the Deputy 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.

### 20.4 NON-APPLICABILITY OF ARTICLE 4.02

Notwithstanding the provision of Article 4.02 C, the provisions of Article V shall not be subject to the binding arbitration aspect of the grievance procedure. Instead, the decision of the arbitrator may be set aside by the Chief Executive Officer or the Board of Education if deemed evident that said decision violates Board of Education rules and regulations. Any such decision shall be communicated to PGCEA within ten (10) days of the receipt of the arbitrator's award and set forth reference to the rule, or policy deemed to be violated. A hearing on said matter will be convened by the Board of Education pursuant to Maryland Law.

### 20.5 TEACHER COORDINATORS

Teacher coordinators will be paid a compensatory emolument in addition to their regular salaries.

Priority consideration will be given to tenured Unit I employees to the extent such employees are available and willing.

The position of Special Education Coordinator shall be added to the list of Teacher Coordinators.

## ARTICLE 21 FRINGE BENEFITS

### 21.1 TUITION REIMBURSEMENT

- A. Unit members shall be reimbursed up to \$411 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; or

5. Any courses taken for professional growth and contribution to the school system.

**The timelines below are developed for FY'18. FY'19 will be developed prior to July 1, 2018.**

**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.

#### **First Submission**

Course end date between July 1 and October 31.

Applications accepted from February 20 until March 16.

#### **Second Submission**

Course end date between November 1 and February 28.

Applications accepted from April 9 until April 29.

#### **Third Submission**

Course end date between March 1 and June 30.

Applications accepted from July 9 until July 27.

The Board of Education shall continue to use its best efforts to provide workshops whereby an educator can receive credit toward an Advanced Professional Certificate. 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.

- B.** From time to time, the Board may offer to Unit I Members particular training or certification program (e.g. Reading Recovery, Montessori etc.) at no out of pocket cost to the Unit I Member. When those opportunities are offered, the Board of Education may, in consultation with PGCEA, require that participating Unit I members reimburse the Board of Education for expenses paid for the program, in the event said member fails to successfully complete the program or fails to remain an employee of PGCPs for the period of time after completing the program as specified by the Board of Education in its announcement of the program. In the event that a Unit I member becomes obligated to reimburse the Board of Education for such expenses, the Board of Education is authorized to deduct the amount due from the Unit I member's payroll check(s) on a prorated basis and after the Unit I member has been notified of such deduction.

PGCEA will receive prior notification to any programs established under this section and will have input into the reimbursement parameters.

### **21.2 LIFE INSURANCE**

- A.** No Unit I member shall be entitled to any of the insurance benefits described in Sections 6.03, 6.04, 6.05, 6.06, 6.07, and 6.08 unless such Unit I member is on an annual salary, works at least fifteen (15) hours per week and is a member of the appropriate employee Retirement System.
- B.** Any Unit I member eligible for insurance benefits as set forth, but employed for less than a full time (37 1/2 hours per week) basis shall receive as benefits only such prorated share of the Board of Education's contribution toward insurance premiums, as such share shall be reflective of the percentage of full time employment.

All Unit I members will have free term life insurance. The amount of an individual's insurance will be two (2) times the annual salary rounded to the next highest \$1,000.

### **21.3 MEDICAL CARE PROGRAM**

- A.** The Board of Education shall implement a Medical Care Program for eligible Unit I members and their eligible dependents.
- B.** The Board of Education shall pay 75% for the first eight (8) years of employment and 80% thereafter of the cost of the premiums for the Medical Care Program.

### **21.4 HEALTH MAINTENANCE ORGANIZATIONS**

The Board of Education agrees to pay a sum equal to the same dollar amount provided under the Medical Care Program described in Section 6.04 above for all unit members enrolled in a Board of Education

qualified prepaid health maintenance organization.

### **21.5 DENTAL INSURANCE PROGRAM**

The Board of Education shall provide a Dental Insurance Program for eligible Unit I members and their eligible dependents. The Board of Education shall pay 75% for the first eight (8) years of employment and 80% thereafter of the cost of the premiums for the Dental Insurance Program.

### **21.6 OPTICAL CARE PROGRAM**

- A.** The Board of Education shall provide an optional Optical Care Program for eligible employees and their eligible dependents.
- B.** The Board of Education shall pay 75% for the first eight (8) years of employment and 80% thereafter of the cost of the premiums for the Optical Care Program.

### **21.7 MEDICATION INSURANCE PROGRAM PRESCRIPTION**

- A.** The Board of Education shall provide an optional Prescription Medication Insurance Program for eligible employees and their eligible dependents.
- B.** The Board of Education shall pay 75% for the first eight (8) years of employment and 80% thereafter of the cost of the premiums for the Prescription Medication Insurance Program.

### **21.8 ELIGIBILITY FOR EMPLOYEE INSURANCE BENEFITS**

- C.** Provision 6.08B shall be applicable only to those persons employed July 1, 1979, or thereafter.

### **21.9 PAYROLL DEDUCTION**

The Board of Education shall provide that whenever duly authorized in writing by any Unit I member payroll deductions on behalf of such Unit I member shall be made. Payroll deductions other than those required by law will need written annual authorization filed at the Board of Education office.

- A.** The Board of Education shall provide payroll deductions

for, but not limited to:

1. Unified membership dues
  2. Educational Systems Employees Federal Credit Union.
  3. Tax Sheltered Annuities (including Mutual Funds)
  4. Group Insurance to include health, medical and life.
  5. U.S. Savings Bonds.
  6. United Way
  7. Virginia and D.C. State and/or local income taxes for Unit I member will be deducted.
  8. PGCEA sponsored Disability Insurance Plan.
  9. Voluntary political contributions.
  10. PGCEA Foundation.
- B.** Deductions beyond those stipulated in Section 6.09A shall be pursuant to law or authorized by PGCEA, or at the discretion of the Board of Education.

#### **21.10 DISPOSITION OF UNUSED LEAVE**

##### **A. Retirement**

Upon retirement in Prince George's County, a Unit I members shall receive payment for three-tenths of his/her unused sick leave, 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 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. 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.

##### **B. Resignation**

For Unit I members hired prior to July 1, 2000, upon resignation after twelve years of service in Prince George's County, a Unit I member shall receive payment for three-tenths of his/her unused sick leave not to exceed full pay for up to a maximum of 65 days for a ten-month Unit I member, 71 days for an eleven-month Unit I member, 77 days for a twelve-month Unit I member or 25 days of accumulated annual leave, whichever is greater. 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.

##### **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 up to three-tenths of the Unit I member's

unused sick leave 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, whichever is greater, shall be paid to the estate of the deceased Unit I member.

#### **21.11 MILEAGE FOR OFFICIAL SCHOOL BUSINESS**

Any Unit I member using a personal vehicle to conduct authorized school business shall receive mileage compensation at the rate established by the Federal Government for the Washington, D.C. area. Such rate changes as are effected during the fiscal year shall be implemented at the beginning of the month immediately following the rate change.

Detailed records must be kept and submitted on the prescribed form.

##### **A. School Assigned Unit I Members**

1. School business travel for reimbursement purposes is defined as any travel connected with the school's administrative duties that are directed by the principal of the school. The Unit I member will be reimbursed from the school's administrative fund.
2. Reimbursement for travel for responsibilities authorized and required by the departments outside of the local school shall be charged to that department. Announcement of meetings shall state whether attendance is required.

##### **B. School-Based Unit I Members**

School-based Unit I members who are regularly required to travel between schools will be assigned by the Chief Human Resources Officer, or designee, a school for the basis of computing mileage.

The base school for mileage purposes will be one of the schools to which the Unit I member is regularly assigned. As possible, the Unit I member should be assigned to schools within a cluster and the cluster should be the one closest to the individual's home if requested by the Unit I member. The number of miles the school is located from the individual's home will be considered commuting mileage. Mileage reported for the reimbursement each day will be the number of miles driven during the day minus twice the distance from home to the designated school. The normal trip between home and the designated school will be deducted from the daily mileage whether the Unit I member goes to the designated school that day or not.

##### **C. Central/Area Office Unit I Members**

All central or area office Unit I members authorized on any day to report to a duty station other than the central or area office to which such Unit I member is regularly assigned will be reimbursed for all authorized mileage driven on such day minus two (2) times the distance between Unit I member's home and the central or area office of regular assignment. Authorized business travel after normal working hours from home to a meeting,

hearing or conference (and return) will be reimbursed.

### **21.12 INSURANCE COMMITTEE**

The Board of Education agrees to maintain an Insurance Committee to consist of representatives of the Chief Executive Officer; Prince George's County Educators' Association; Association of Classified Employees/ American Federation of State, County and Municipal Employees, Local 2250; Service Employees International Union, Local 400 PG. and labor organizations designated as the exclusive representatives for other segments of Board of Education employees. The purpose of such an Insurance Committee shall be to review information and confer on issues as may arise, from time to time, in the implementation of the various Board of Education insurance programs, and to recommend possible changes in their implementation.

### **21.13 PRETAX PAYMENT OF PREMIUMS AND OPTION OF SALARY REDUCTION PLAN**

- A.** The Unit I member's share of premium payments for Hospitalization, Surgical-Medical Insurance and Major Medical Insurance; Health Maintenance Organizations; Dental Care Insurance; Optical Care Insurance; and, Prescription Insurance will be paid with pretax wages consistent with applicable laws and IRS regulations.
- B.** The Board of Education will make available, at the Unit I member's option, salary reduction agreements to cover the cost of qualified medical and child care expenses with pretax wages consistent with applicable laws and IRS regulations.

### **21.14 PAYROLL DIRECT DEPOSIT PROGRAM**

All Unit I members will participate in the Payroll Direct Deposit Program. Unit I members will directly deposit payroll checks in any financial institution participating in the Mid-Atlantic Clearing House Association. The Program will be consistent with regulations established by the Board of Education, and financial regulations.

### **21.15 NATIONAL CERTIFICATIONS**

A Unit I member who has successfully completed and attained NBTS certifications shall receive:

- A.** A differential of \$3,000 per year for each year the Unit I

member maintains their NBPTS certification.

- B.** The Board of Education shall reimburse the Unit I member for up to one (1) retake of the NBTS application fee (\$300).

- C.** A Unit I member who has a valid NBPTS certification that elects to teach in Turnaround Schools, Comprehensive Need Schools, and other low-performing schools as jointly identified by PGCEA and PGCPSS shall receive an additional \$2,000 per year from the district for teaching in the identified category of schools. Any Unit I member currently assigned to one of the aforementioned schools with a valid NBPTS certification shall be eligible for the additional \$2,000 effective July 1, 2014.

- D.** Unit I members who have attained other national subject or discipline certifications where NBPTS certification does not apply, as approved by the Chief Executive Officer shall receive:

- 1.** a one-time lump sum payment of \$1,000.
- 2.** a differential of \$2,000 per year for each year the other applicable national certificate remains in good standing. All differentials under 21.15 shall be pension eligible.

### **21.16 WORKSHOP PAYMENTS**

Unless there are unusual circumstances, Unit I members should receive payment for curriculum workshops no later than the third paycheck following the completion of the activity.

### **21.17 REIMBURSEMENT FOR BACKGROUND CHECKS**

- A.** The Board of Education shall reimburse an Unit I member for the full cost of required fingerprinting or criminal background checks if the Unit I member is hired and has completed two (2) years of service.
- B.** This provision applies to all Unit I members hired after July 1, 2007 and the eligible unit members must be actively employed in order to receive the reimbursement.

## **ARTICLE 22 — SALARY**

### **22.1 PAY PERIOD**

Unit I members will be paid every two (2) weeks. Ten-month Unit I members may elect to have their ten-month earnings paid over a twelve-month period on a prorated basis. Written application for the twelve month pay option must be received in accordance with regulations, which will be issued annually by the Board of Education. Once elected, the twelve month pay option may not be rescinded except for a subsequent school year.

### **22.2 PLACEMENT OF UNIT I MEMBERS ON THE SALARY SCHEDULE**

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 Chief Executive Officer in the employment of trades and industry teachers and educators in other designated critical subject areas.



**A. Bachelor's Degree Plus 30 Hours/Advanced Professional Certificate**

- 1. At least fifteen (15) hours of the course work must be listed in a graduate school catalogue or be certified by the registrar as graduate level. With prior approval of the Chief Human Resources Officer, a maximum of fifteen (15) hours of state- approved workshop and/or undergraduate course credit may be counted toward the bachelor's degree plus 30 hours' scale.

**B. Master's Degree**

Master's Degree Plus 30

Hours Master's Degree

Plus 60 Hours **Doctorate**

- 1. Approved course work that is not part of the requirements for the master's degree may be counted toward the master's degree plus 30 hours' scale and master's degree plus 60 hours' scale.
- 2. Courses must be selected from those listed in the graduate school catalogue except as noted below.
- 3. After placement on the master's salary scale and with prior approval of the Chief Human Resources Officer, a maximum of fifteen (15) semester hours of state-approved workshop credit and/or undergraduate credit may be accepted.

**C. General Information Regarding All Salary Schedules**

- 1. Courses in religion or religious education may not be counted for salary purposes unless they are recognized by the State of Maryland for certification.
- 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 December 1 shall have the following September 1 as their anniversary date. Unit I members employed between December 1 and June 1 will have February 1 of the second teaching year as their anniversary date.
- 3. Advancement on the salary schedule for a Unit I member holding a Conditional Degree Certificate is contingent upon meeting the requirements of State Board of Education by presenting a minimum of six (6) semester hours toward regular certification during each year.
- 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 employment\* be recognized for advanced

**22.6 UNIT I SALARY SCHEDULE**

Home and Hospital teachers shall be paid a cost of living adjustment equal to the percentage of the Unit I Salary Schedule improvement.

**22.7 SENIOR EDUCATOR DIFFERENTIAL**

A differential will be paid to eligible Unit I members based upon the following criteria:

- A. The differential amount shall be \$1,000;
- B. Unit I Members must have 28 years of credited

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.

- 5. A Professional Growth Form must be submitted at the time the Unit I member qualifies for placement on the new lane on the salary scale. Retroactive payment for a Unit I member will not be granted beyond the beginning of the current school year.
- 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 Chief Executive Officer, and PGCEA shall be informed of the additions.
- 7. Unit I members who hold a Juris Doctorate degree shall be placed on the doctorate degree lane of the salary table at the appropriate step.

**22.3 MILITARY CREDIT**

A Unit I member shall receive a full two-year military credit if the obligation was for two (2) years, and if available for an early release date. A minimum of one (1) year service is required for one (1) year credit and 20 months for two (2) years credit. The maximum entry step for any degree level will include no more than two (2) years of credit for military service.

**22.4 PLACEMENT OF REGULAR CERTIFICATED UNIT I MEMBERS IN SPECIAL PROGRAMS**

- 1. Unit I members assigned to specially funded programs from their regular assignment shall be reassigned to a position of at least similar nature upon termination of contract.
- 2. Unit I members employed for specially funded programs shall meet the same educational criteria as those assigned to the regular programs.

**22.5 ACTING APPOINTMENT PAY AND LEAVE BENEFITS**

Any Unit I member appointed by the Chief Executive Officer to act for fifteen (15) duty days or longer to a position outside the bargaining unit shall, in addition to their regular salary and benefits, be entitled to the prorated share of leave benefits and salary of said position with the benefits beginning to accrue at the beginning of the second month and salary beginning to accrue immediately upon appointment.

experience, of which 14 years of service must be as an employee of the Prince George's County Public Schools as determined by the employee's anniversary date.

- C. The Unit I Member must be a full time employee, not on a second class certificate, with a minimum of standard professional certificate.
- D. The differential shall be paid annually and issued during the last regular scheduled biweekly pay period of the fiscal year.
- E. Member before the PGCEA Differential is paid, the entire

amount due shall be paid to the Unit I member's designated State Retirement and Pension beneficiary.

- F. Unit I members meeting this criterion through combined years of experience outside of PGCPSS must provide

official documentation to verify eligibility.

- G. A Unit I member retiring before the end of their work year shall have the differential pro-rated.

## ARTICLE 23 — EMPLOYMENT IN ADDITION TO REGULAR ASSIGNMENT

### 23.1 SUMMER EMPLOYMENT

All summer employment opportunities for Unit I members (summer school teaching, curriculum development, etc.) shall be publicized in writing, identifying general scope, not later than April 1.

Applications for professional summer employment shall be submitted on the official form through the proper principal.

Payment for summer employment shall be made on the following schedule:

- 4 weeks – 2 checks
- 5 weeks – 2 checks
- 6 weeks – 3 checks
- 7 weeks – 4 checks
- 8 weeks – 4 checks

#### A. Summer School

Any Unit I member wishing to be considered for a summer school position must apply by April 15. (Unit I members applying after April 15 shall only be considered if no satisfactory, Unit I member is available for a position who applied prior to this deadline.)

Summer school Unit I members shall be selected from the applicants in the following order:

1. Unit I members who had successful teaching experience the previous summer, if this experience was in their certified field and if they taught in the same field during the school year. Unit I members who have taught summer school the previous three (3) consecutive summers will only be considered in accordance with 3 below.
2. Unit I members who have had successful teaching experience in the field the previous regular school year and five (5) or more total years of experience in that field in the Prince George's County Public School System provided said Unit I members has received a satisfactory evaluation in the subject concerned from the principal where presently assigned. (It is recommended that the principal confer with the supervisor in case of any questions about the further competency of the applicant.) Unit I members who have taught summer school the previous three (3) consecutive summers will only be considered in accordance with 3 below.
3. Unit I members who have had successful teaching experience in any certified field for five (5) or more

years with the Prince George's County Public Schools provided said Unit I members: (1) taught successfully in the field of the summer school position the previous regular school year and (2) have a recommendation from their current principal for the summer school assignment. Unit I members who have taught summer school the previous three

(3) consecutive summers will only be considered in accordance with 3 below.

4. Tenured Unit I members shall have preference over non-tenured and/or conditional Unit I members provided that the tenured Unit I member has taught successfully in the field of the summer

school position the previous regular school year and has the recommendation of the teacher's current principal. Unit I members who have taught summer school the previous three (3) consecutive summers will only be considered in accordance with 3 below.

- B. Once an Unit I member is assigned to teach summer school, said Unit I member is eligible to continue in that position for three (3) consecutive summers, providing:

1. a teaching position is available,
2. performance was satisfactory the prior summer,
- 3.. assignment the prior school year was in that field.

- C. At the end of three (3) years said Unit I member is not eligible for consideration again for a summer school position in the Prince George's County Public Schools for a period of three (3) years unless no other tenured Unit I member qualified under 2 above is available to teach the summer school course.

1. Summer school teaching shall be four (4) hours and paid at the hourly rate of 1/1500 of regular salary.
2. Unit I members who taught summer school during the summer of 1978 and continuously thereafter will be exempt from the provisions of 8.01, A, 3, here above and may continue teaching summer school absent a showing of cause why such additional assignment should be denied. However, such persons will be paid in subsequent years at the same salary rates they received during the 1984 summer session.

#### 23.2 Secondary Innovative Program

If a local school has an innovative summer school course or courses approved by the Department of Curriculum and

Instruction, the local summer school principal and/or the Supervisor of Summer Schools shall recommend that the positions be filled in the following order.

- A. An applicant whose application was filed no later than April 15 and who has received a satisfactory evaluation in the subject concerned from the principal where presently assigned.
- B. Other satisfactory applications (refer to item 1) regardless of the date of receipt of application.
- C. Summer school teaching shall be four (4) hours and paid at the hourly rate of 1/1500 of regular teaching salary.

### 23.3 Curriculum Development Projects and Workshops

#### A. Curriculum Development Projects

Unit I members who work on curriculum development projects will be paid on their regular per diem basis not to exceed \$200.00 respectively, per day. The workday shall not exceed seven (7) hours exclusive of lunch.

Unit I members who teach a Board of Education approved workshop will be paid on their per diem basis not to exceed \$250.00 per day. The workday shall not exceed seven (7) hours exclusive of lunch.

#### B. Curriculum Workshops

The workshops will be undertaken for college credit if possible. If this is not possible, participants will be paid on their regular per diem rate not to exceed \$175.00. This does not preclude the establishment of short-term voluntary workshops, which will not provide reimbursement or any possible college or workshop credit.

These voluntary workshops will be held only in the event that severe financial measures must be taken to economize. (Short-term means a week or less). The workday shall not exceed seven (7) hours exclusive of lunch.

### 23.4 EVENING HIGH SCHOOL

All certificated Unit I members shall be paid on a prorated per diem rate of pay. The method of calculating this shall be 1/1500 of the regular teacher's salary for each hour worked.

### 23.5 SCHOOL INSTRUCTIONAL CHAIRPERSON

#### A. Purpose

When in the opinion of a principal a Unit I member is needed as a liaison between the Unit I members and the administrators of the school, the principal may select a school instructional chairperson or chairpersons as approved. Priority consideration will be given to tenured Unit I members to the extent such Unit I members are available and willing.

#### B. Policy

Any Unit I members designated a school instructional chairperson shall be expected to perform duties during the regular school day and to that extent may be relieved by the principal of all special non-teaching assignments.

#### C. Compensation

Unit I members so appointed shall be given compensatory time (reduction in other assigned duties) or be compensated on the Compensatory Emoluments Salary Scale.

Printed below are the instructions as outlined in the

### Appointment and Authorization Form for Instructional Chairperson

1. Instructional chairpersons are Unit I members who have responsibilities over Unit I members and are used as liaison between the Unit I members and administration of the school.
2. The requirements of this assignment have been established by the principal in advance.
3. Instructional chairpersons are eligible for compensation according to the Compensatory Emoluments salary scale if the assignment requires performing duties that cause them to use time during the school day, thereby extending their normal school day in order to take care of their regular school work load.
4. Any instructional chairperson receiving compensatory time during their daily schedule (i.e., additional planning time), must certify to having spent forty (40) hours or more in addition to the regular 7 1/2-hour duty day to perform such assignment during the school year as instructional chairperson to be eligible for compensation.
5. This assignment is in addition to the standard-teaching load for a regular day-school educator.
6. This assignment will be satisfactorily completed by the Unit I member named unless its completion becomes impossible by the resignation or illness of the Unit I member, in which case the amount of compensation provided in the Compensatory Emolument Salary Scale will remain the same although it may be divided among two (2) or more Unit I members and prorated accordingly. In no case shall any compensation be paid until the department chairperson assignment has been completed.

#### D. Deadlines for Approval and Payment

1. Instructional chairpersons shall not be entitled to compensation hereunder unless their designation as such has been approved by the principal and Associate Superintendent and shall be compensable in accordance with established compensatory emolument guidelines.
2. Provided notification is made as above, payment shall be authorized by the Chief Human Resources Officer upon certification by the principal that the assignment had been successfully completed by the Unit I member so designated, which certification shall be issued no later than June 25 of that school year.

In the event because of transfer or change of personnel the chairpersonship is handled by more than one Unit I member during its duration, the amount of compensation designated for said chairpersonship shall be divided on a pro-rata basis among the Unit I members having so performed duties assigned to them.

### 23.6 COMPENSATORY EMOLUMENTS PROGRAM

#### A. Purpose

It is the purpose of the compensatory emoluments program in the Prince George's County Public Schools to provide instruction in a wide variety of activities for as many students in the elementary and secondary schools as can be accommodated. It is not to be a program only for school teams which participate in sports but it is also intended to provide activities in recreational and cultural programs approved by the Chief Executive Officer.

## B. Policy

An approved compensated activity must meet all of the following conditions:

1. It has been established in advance.
2. Requires no less than forty (40) hours (60-minute hour) in addition to the normal 7 1/2-hour day for any activity in any school year.
- 3.) It is assigned in addition to the standard teaching load for a regular day school teacher, which includes but is not limited to:
  1. Instruction of students in all classes assigned to the teacher.
  2. Planning and preparation of classroom duties.
  3. Grading papers.
  4. Preparation of instructional materials.
  5. Completion of class records and reports.
  6. Counseling and discipline of students.
  7. Conferences with parents.
  8. Participation in professional development or curriculum programs.
  9. Participation in faculty meetings.

## C. General Rules

1. A Unit I member shall not be compensated for more than two (2) activities in any one school year unless limitation of staff may require the assignment of an additional activity subject to the approval of the Chief Human Resources Officer.
2. Assignments shall be made on an annual basis with no guarantee of continuing assignment or reassignment. No one shall be assigned more than one (1) activity at a time during the school year.
3. The compensatory emoluments may be terminated at any time through the Chief Human Resources Officer upon the recommendation of the principal when the activity as scheduled falls below minimum requirements. In such cases the person shall receive a prorated amount.
4. When a unit I member is not able to complete an activity due to unforeseen circumstances out of the employee's control, upon review by the Chief Human resources Officer or designee, the Unit I member may receive a pro-rated amount for those services rendered.
5. If, because of transfer or other change of personnel, an activity is handled by more than one person during its duration, the amount of compensation designated for the activity shall remain the same although it may be divided among two (2) or more Unit I members or the remaining time may be prorated accordingly.

## D. Payroll Procedures

1. Any appointment form shall be certified by the Chief Finance Officer and a verified amount of compensation for persons assigned activities will be made and filed with the Central Finance Office.
2. For payroll purposes the principal is responsible for certifying the minimum requirements set forth. No compensation will be given until the activity has been completed.

3. Activity compensation is considered as pay beyond the regular salary and shall not be subject to deductions for retirement or insurance.

## E. Deadline for Approval and Payment

No activity for which compensation is sought shall be considered for approval after October 1 of the school year in which the activity is scheduled, unless the activity commencement precedes said October 1st date in which event approval shall be sought no later than the first day of the activity and further that no compensation shall be granted unless the request for same is filed with appropriate Assistant Superintendent thirty (30) days after its conclusion or June 25 of said school year, whichever event shall be first.

## 23.7 MENTOR TEACHER

Unit I members designated through written correspondence by the Division of Human Resources as Mentor Teachers, in addition to their normal teaching assignment, will receive a stipend of \$500.00 per teacher mentored during the school year. Assignment, training, and responsibilities will be coordinated through the Office of Talent Development. Payroll procedures shall be in compliance with established emolument payroll procedures.

## 23.8 PAYMENT FOR ADDITIONAL ASSIGNMENT AND SPECIAL PROGRAMS

Unit I members that receive compensation for a stipend, bonus, grant or emolument shall be paid in a separate paycheck and not as part of the Unit I members' regular bi-weekly pay.

## 23.9 JROTC

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.

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 except where noted in this Memorandum of Agreement.

Junior ROTC instructors employed prior to this Agreement shall continue to receive credit for prior approved service for the purpose of salary and advancement on the salary schedule.

Junior ROTC instructors employed during the life of this Agreement shall be entitled to a maximum of 11 years prior verified teaching experience in the military academies/institutions, JROTC programs or educational institutions. The parties agree that verified teaching experience includes, but is not limited to, the act or practice of instruction associated with courses or subject matter pertaining to, or offered by educational institutions.

Junior ROTC instructors employed during the life of this Agreement shall be entitled to a maximum of 11 years of prior verifiable teaching experience in the military academies/institutions, JROTC programs or other educational institutions for the purpose of placement on the salary schedule.

Junior ROTC instructors shall continue to receive a maximum of two (2) years credit for military service.

## HOME AND HOSPITAL TEACHERS Article

### Article 1 – Recognition

The Board of Education of Prince George's County, hereafter

referred to as the Board, recognizes the Prince George's County Educators' Association hereinafter referred to as PGCEA, pursuant to Title 6 Education article of the Annotated Code of Maryland as the sole and exclusive bargaining representative of all home and hospital teacher employees of the Board with regard to all matters relating to salary, wages, hours, and other working conditions.

#### Article 2 – Definitions

This list of definitional terms contained in the Negotiated Agreement shall apply except as modified by the following:

**I.** Unit – The body of certificated professional employees, and

#### Article 3 – HHT Joint Committee

**A.** The Board of Education and PGCEA Home and Hospital Teachers (HHTs) will establish a Joint Committee that will be a forum to identify and problem-solve in a timely manner issues and concerns related to home and hospital teaching and promote collaboration between the HHTs and the Board of Education.

**B.** The Joint Committee will meet as needed to address issues brought forward by the members, including issues related to this Agreement. The committee will be comprised of six members, three appointed by the Association and three appointed by the Board.

**C.** HHT representatives on the Joint Committee will be compensated for a minimum of two (2) hours for each meeting of the committee.

**D.** During the 2005-2006 work year the Joint Committee shall discuss and recommend possible resolutions to the following areas:

1. Compensation for planning time.
2. Appropriate compensation in the event of cancellations.

#### Article 4 – Professional Development

Home and Hospital Teachers may participate in in-service courses and other professional development activities on a space-available basis.

#### Article 5 – Working Conditions

PGCPS will provide Home and Hospital Teachers with appropriate instructional materials and access to photocopying of instructional materials at the assigned school of the student or at a designated central office location.

#### Article 6 – Compensation

~~**A.** For Fiscal Year 2014, Home and Hospital Teachers (HHTs) shall be paid a cost of living adjustment equal to the percentage of the Teacher Salary Table improvement.~~

**B.** HHTs will be compensated for one hour at the beginning of each assignment with a new student and for one hour at the end of each such assignment.

**C.** HHTs will be compensated for one additional hour when an assignment carries over the end of a semester.

**D.** HHTs will be compensated for the full amount when the

Home and Hospital Teachers employed by the Board and Junior Reserve Officer Training (JROTC) instructors.

**2.** Negotiations Law Sections 6-401(d), 6-407(c), and 6-408 of the Annotated Code, Education.

**3.** Home and Hospital Teacher (HHT) – A teacher employed to provide instructional services to a public school student who is unable to function effectively in the classroom setting due to the student's medical, physical, or emotional condition.

**4.** PGCPS – Prince George's County Public Schools

teacher arrives and the student is not available at the teaching site for a scheduled teaching appointment.

**E.** HHTs will have the option of direct deposit of their paycheck.

**F.** The parties establish as a goal the payment of HHTs on a biweekly pay schedule.

**G.** HHTs required to use their automobiles in the performance of their duties shall be reimbursed for all travel between students on a given day and reimbursed for travel to schools to pick up required student assignments. Reimbursement shall be at the established rate for the federal government for the Washington area.

**H.** HHTs shall be provided with picture ID badges for the purpose of identification in the field.

#### Article 7 – Payroll Deductions

Home and Hospital Teachers shall be eligible to participate in certain authorized payroll deductions contained in the Negotiated Agreement between PGCPS and PGCEA as designated here in:

1. Unified Membership dues
2. Educational Systems Employees Federal Credit Union
3. Tax sheltered Annuities (including Mutual Funds)
4. PGCEA sponsored voluntary benefits
5. Voluntary political contributions

#### Article 8 – Supplement

The enclosed reference articles and sections shall apply to Home and Hospital Teachers except as modified by this memorandum.

Article 1 Preamble

Article 3 Rights of Representative Recognition

Article 5 Grievance Procedure

Article 12 Rights and Privileges of Unit Members

Article 15 Control and Discipline

Article 16 Professional Liability Protection

Article 21.9 Payroll Deduction

Article 21.14 Payroll Direct Deposit Program

## ARTICLE 24– SCHOOL QUALITY AND IMPROVEMENT

For the duration of this Agreement, the Board of Education and PGCEA will conduct a review of instructional and support programs that strengthen the capacity of its staff in improving the achievement level of our students in hard to staff subject areas, high need schools, or schools in a stage of corrective

action/restructuring implementation. This shall incorporate determining best practices and learning environments for our students, including exploring ways to incorporate a shared governance model in identified schools.

## **“LEAVE BY THE HOUR” Unit 1 POSITIONS**

The following list denotes system-wide “PGCEA Unit 1” positions identified by PGCPs that would meet parameters for “LEAVE BY THE HOUR.”

- Audiologist
- Diagnostician
- ESOL (Elem.)
- Guidance Counselor
- Instructional Coach (Literacy, Math)
- Intervention Specialist
- Media Specialist
- Occupational/Physical Therapist
- Outreach Caseworker
- Peer Assistance & Review Staff
- Peer Mediator
- Physical Therapist
- Pupil Personnel Worker
- School Psychologist
- School Social Worker
- Speech/Language Pathologist
- Home Hospital Teacher
- (Data Tech?)
- Reading Specialist
- Testing Coordinator
- Adaptive PE
- Instructional Team Leader(?)
- Outdoor Education (i.e. Environmental Specialists)

**Please note:** There are positions created **within individual schools** that usually fall under “site based budgeting.” Many if not most of those positions are **not PGCPs system-wide positions**. Those positions were not part of the original intent of the “leave by hour” rationale.