Negotiated Agreement

between

Prince George's County Educators' Association

and the

Board of Education of Prince George's County

July 1, 2025 to June 30, 2028

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BOLDED TEXT DENOTES NEW CONTENT

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 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 Superintendent 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, **2025,** through June 30, **2028.**

On or before January 1 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 Superintendent 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 I 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, and/or registered mail, or regular carrier. If given by the Board, said notice will be sent by email, or by registered mail, and/or regular carrier to the Prince George's County Educators' Association, 8008 Marlboro Pike, Forestville, Maryland 20747. Email communication shall be sent to the PGCEA President and Executive Director. Either party may, by written notice, change the address at which notice to it may be given. The PGCEA President and Executive Director will be included in any system wide or Unit I employee related communications. Such communications will be sent to the PGCEA email addresses shared by the Association.

1.4 DISTRIBUTION OF AGREEMENT

Within thirty (30) days ratification by the Unit I 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 I 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 Superintendent 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 Superintendent. The Committee will be co-chaired by the Superintendent/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. 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 the 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 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 EXCLUSIVE RIGHTS

No other employee organization, association or group shall be recognized as a representative of a Unit I 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 I 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 I Members.

2.7 CONTRACT EMPLOYEES

A. The Board shall not hire contract employees for PGCPS Unit I positions without notification to PGCEA. If requested, discussion of the need and purpose of such action will occur with PGCEA.

B. Any work normally done by Unit I Members, such as compensatory services, second assignments, and summer school, shall be advertised and offered to Unit I Members before being offered to contract employees, vendors, or non-PGCPS service providers.

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. **Superintendent:** The **Superintendent** 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 Superintendent 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. If a certificated employee is placed back into the PGCEA bargaining unit after having served in a Non-Unit I capacity within the school system, that employee 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.
13. **Per Diem: The daily rate of pay derived from the annual salary divided by the number of contract days.**
14. **Prorated Per Diem: The product of the base annual salary multiplied by 1/1500.**

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 PGCEA. Posted materials shall be kept current.

C. The Board agrees to furnish to PGCEA names, home mailing addresses, PGCPS 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 I 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 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 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 and school system's electronic mail service 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 or electronic mail system. PGCEA will adhere to PGCPS policies and procedures regarding acceptable usage guidelines and email. 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 I 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 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 PGCEA. It is understood that this signed statement will constitute a continuing membership and those Members of the unit who wish to withdraw their authorization for payroll deductions of membership dues must give timely notice in writing to both PGCEA and the Benefits Administration Office of the Board of Education during the thirty calendar day period beginning the first duty day for teachers of the school year they wish to withdraw their authorization.

PGCEA membership dues will be given a priority status over all other voluntary deductions authorized by a PGCEA Member. In the event that the Member does not have sufficient monies to cover all voluntary deductions, PGCEA dues will be deducted and the balance forwarded to the employee. The Board of Education will notify PGCEA, on a monthly basis, if a Unit I Member(s) having PGCEA dues paid through an authorized payroll deduction terminates employment.

It being expressly understood that, absent a showing of gross negligence on the part of the Board employees charged with the supervision of payroll deductions of dues, the Board shall not be responsible to PGCEA for any dues not withheld.

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. 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.

H. PGCEA shall be provided a quarterly report by school, of Unit I position transfers, resignations, retirements and terminations.

4.3 PROFESSIONAL ORGANIZATION INVOLVEMENT LEAVE

When the need arises, officers, Board members, committee chairpersons and members designated by approval of the Board of Directors of PGCEA may attend essential local, state, and national meetings with no loss of pay or personal or annual leave. No more than a total of two-hundred twenty-five (225) days aggregate and cumulative for all professional employees or six (6) days for any one individual shall be approved in any school year. Exceptions to this provision shall be a ten (10) day maximum for the elected **vice president and** treasurer of the Association and one other individual designated by the Association. Other exceptions may be granted upon approval by the Chief Human Resources Officer. When the immediate Supervisor is unable to make emergency arrangements, the Board will be reimbursed by PGCEA for the cost of substitutes used on a full or half-day basis. Application for such leave shall be made in writing to the Chief Human Resources Officer as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. PGCEA and its officers recognize and agree that this privilege should not be abused. This section does not apply to summer school teaching. The Board will develop appropriate leave codes for use when PGCEA Members are absent from their work location for professional organization involvement leave.

If the Friday of the Annual Convention of the Maryland State Education Association (MSEA), is scheduled as a Unit I professional development or other non-student workday, attendance at the Convention shall be accepted by PGCPS as appropriate use of that day. Unit I employees not attending the Convention shall have the opportunity to work virtually or in person. Should it be a scheduled student instructional day, the Board will grant up to 200 days for use by PGCEA Members who are elected as representatives to the Annual Convention of the Maryland State Education Association (MSEA). Use of such leave requires PGCEA to submit a master list of approved names to the Chief of Human Resources.

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.

4.5 FACULTY ADVISORY COUNCIL

A. A Faculty Advisory Council is to be established by the Unit I Members in every school, work site or department. **Work site shall be defined as any employee group that reports to the same direct Supervisor for the purposes of this article.**

B. The Faculty Advisory Council (FAC) shall consist of:
1. The elected head Association Representative, 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 four (4).
2. Once elected, the Members of the FAC shall elect a Chair and Secretary.

C. The elected Association Representative(s), or any four Unit I Members shall issue a call to organize the FAC and the election procedures will be determined by the Unit I Members of the school, work site or department. Once elected, FAC Members shall serve until the start of the subsequent 10-month employee work year.

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:

1. The Chair
2. Any three members of the FAC

F. 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.

G. 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.

H. 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 **Superintendent.**

I. 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.

J. The Chair of the FAC or designee shall serve as a representative to the school improvement/planning team **that monitors and facilitates the implementation of School Performance Plans (SPPs).**

K. School budget allocations (including but not limited to the school-based budget, Title I funds, and community school funds) shall be shared and integrated into the yearly budget topic meeting with staff and PTA/PTO meetings in accordance with PGCPS' internal budget guidance guidelines.

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 cannot be settled orally between the parties involved.

2. A grievance is any unsettled complaint by a Unit I Member(s) or by PGCEA on its own behalf of an alleged violation or misinterpretation of this Agreement except as provided in ARTICLE 9 and ARTICLE 11.

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 **a** claim and person(s) who may be required to take action or against whom action may be taken to resolve the claim.

6. The term days shall mean **business days**. 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.

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 fifteen (15) business days by mail, by hand, or email cause to be delivered the copy of the complaint and its answer to the Chief Human Resources Officer and one copy to PGCEA. The Chief Human Resources Officer will have twenty (20) business days from receipt of the grievance to render a written decision. The Chief Human Resources Officer or designee may schedule a meeting with the aggrieved party or may refer the matter to the appropriate Associate Superintendent for a conference, if such a meeting or conference might serve to resolve the grievance at this step. If the decision is made to schedule a meeting or a conference, it shall be held at the earliest mutually convenient time. In such instances, the timeline for **the** written response will be adjusted. A PGCEA staff member may be present at the meeting or conference. Copies will be sent to the aggrieved person, the Principal or Supervisor and PGCEA.

Step Four

If the aggrieved party is not satisfied with the decision of the Chief Human Resources Officer or if the Chief Human Resources Officer fails to render a decision within the prescribed time, PGCEA will have 15 business days to provide **a** written request for Arbitration. Upon receipt, an arbitrator shall be appointed from a panel consisting of three (3) mutually agreeable arbitrators and six (6) additional arbitrators with three (3) named by PGCEA and three (3) named by the Board annually on or about July 1 of each year. Each of the parties may replace their selected arbitrators during the year. The three (3) mutually agreed arbitrators may only be changed, if necessary, by mutual agreement of both parties.

Selection shall be made by alternately striking names from the list until one name remains within thirty (30) days of receipts of the grievance at the Step 4 level. Such person shall be designated as the arbitrator.

The parties understand and agree that those matters not covered by this Agreement are, consistent with Section 1.06 herein, reserved for Board policy and that, therefore, only grievances as defined in Section 4.02 herein are subject to arbitration under this Agreement. The arbitrator's decision shall be final and binding on both parties, subject to the following principles:

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 (i.e. 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 Three (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/WORKDAY

6.1 WORK YEAR

A. Unit I Members employed for ten months may be scheduled to work 192 days in the school year. The Board of Education (BOE) shall provide reasonable makeup days and/or sessions to resolve any absences. The BOE may also waive the days at its discretion.

Unit I Members employed for a duration of eleven months be required to work two hundred and eleven (211) days. No later than thirty (30) days prior to the commencement of the work year, PGCPS shall create and disseminate a tentative schedule specifying the dates on which the required contract days shall be worked. Where possible this schedule will be worked out after input from the affected Unit I Member. The schedule will include a period of at least three consecutive weeks without duty days, unless there is mutual agreement to do otherwise.

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

1. Subject to the PGCPS Calendar, of the above number of days, time will be scheduled for Unit I Members when students are not in attendance on a day near the end of each of the first, second, third, **and fourth** grading periods in order that Unit I Members will be able to devote such **four** one-half days to complete required grades and other reports. Unit I Members have the option of completing each of these **four** half days at an alternate worksite of their choice.

2. During the duration of this agreement two (2) full duty days preceding the first student day and one (1) duty day at the end of the school year shall be scheduled by the Principal exclusively for Unit I Members to work in their classrooms or other assigned work locations independently to prepare for the opening and closing of the school year. If adjustments to the PGCPS Calendar result in only one non-instructional day remaining at the end of the year, that day will be scheduled for Unit I Members to work in their classrooms while also completing the required checkout procedures for their school/work location.

3. In preparation for the Middle States Evaluations of High Schools, the chairperson of each official faculty committee shall have scheduled the equivalent of one workday for the purpose of preparing required reports in the evaluation process. Official faculty committees shall be those determined in 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) workdays to complete **the** 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 Office of Professional Learning and Leadership for the purpose of professional development activities, team planning and employee activities. These days shall not be used as student contact or instructional days. Unit I Members participating in these pre-service days shall be paid at their per diem rate of pay. Unit I Members hired within 10 business days of the start of the scheduled pre-service days shall not face disciplinary action if they are unable to attend.

5. Two days of asynchronous professional development will be provided to all Unit I Members at a worksite of their choice:

a. One full day during the scheduled school year for students specified for Professional Development, Unit I Members will have self-directed professional development at a worksite of their choice. The **Superintendent** will formally announce the specific date **by September 1 of each year.**

b. The Board will work with the Union during the 2025-2026 school year to provide sufficient time to complete all required online guided professional development via SafeSchools (or other district-mandated platform) at worksites selected by Unit I Members, and shall provide a designated day for such online professional development during each of the remaining years of this contract. Unit I Members who fail to successfully complete the required online guided professional development during the designated day will be responsible for doing so during their own time.

6. Professional School Counselors shall be eleven (11) month Unit I positions.

7. Pupil Personnel Workers shall be eleven (11) month Unit I positions. The application process for 12-month positions will consider internal candidates only.

8. School Psychologists shall be eleven (11) month Unit I positions. The application process for 12-month positions will consider internal candidates only.

9. A full-time Athletic Director position will be assigned to all PGCPS high schools and **the position will be included on** the differential schedule A for Unit I Members effective July 1, 2022. Placement on the differential scale shall be based on years of service in the position. Athletic Directors shall be eleven (11) month Unit I positions.

10. Individualized Education Program (IEP) Facilitators shall be ten (10) month Unit I positions and will be included on the Differential Scale A for Unit I Members.

11. Home and Hospital Case Managers shall be ten (10) month Unit I positions and be placed on Lane A of the PGCPS Differential Pay Schedule.

B. The Annual Calendar Committee appointed by the Superintendent will prepare a calendar in accordance with the above stipulations. The committee shall have a representative of PGCEA selected by the PGCEA President. The final composition of the Calendar Committee will include a person currently assigned as a classroom teacher in addition to the PGCEA representative. This classroom teacher will be appointed by the PGCEA president. 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 Superintendent.

6.2 WORKDAY

A. The workday is a day of regular duty. Unless extenuating circumstances do not allow for such, the start and closing time of the workday established at each work site shall not be changed without at least 5 days' notice to staff. **If** 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 workday for Unit I Members 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.

B. Lunch Period

Each 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.

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.

C. Planning Time

1. Beginning SY 2023-2024, and for the duration of this agreement, Unit I Members will be provided a half day each quarter for individual Unit I Member directed planning time at an alternative worksite of their choice.

2. Teacher planning time will be scheduled in accordance with the following procedures and shall be Unit I Member directed:

a. Secondary schools: The Principal shall schedule a minimum continuous block of forty-five (45) minutes daily of planning time for each Unit I Member during the student day. A minimum of two days per week a teacher shall receive planning for a full class period.

b. Elementary Schools, Early Childhood Centers, and Special Education Centers: The Principal shall schedule a minimum of 240 minutes of planning time for each Unit I Member per regular work week of five normal workdays of which a minimum of 200 minutes shall be scheduled during the student day and in daily blocks of no less than 40 minutes. The additional 40 minutes can be scheduled outside the student day and shall be in blocks not less than 20 minutes, where possible. 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.

c. 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 C. above.

d. Elementary, ECC and Regional School schedules will reflect transition time between creative arts classes.

D. Collaborative Planning:

1. Any non-instructional time labeled as collaborative planning shall not be counted towards required minimum Planning Time as described in Article 6.2 C.

2. Collaborative Planning shall be based on the following essential tenets:

a. Collaborative planning will be scheduled on a regular basis for teams to engage collaboratively as an instructional professional learning community (PLC) of grade level/ content teams, special population service providers and instructional leadership team members.

b. Collaborative planning is a time to work, study and plan together in a collegial manner to better understand content, ensure consistent delivery of instruction, analyze student thinking and performance to determine implications for instruction; and share best practices that will improve teaching and learning to meet the needs of our students.

c. Any non-instructional time labeled as collaborative planning shall not be counted towards the required minimum contractual planning time as described in Article 6.2.C.

d. The agenda of Collaborative Planning will be created in alignment with the Prince George's County Public Schools collaborative planning process model with educators in the grade level/content team/department in collaboration with special population service providers and the instructional leadership team. The collective team shall determine which components will be discussed during each planning session in alignment to the PGCPS collaborative planning process model.

E. Substituting

1. Any Unit I Member who volunteers or is assigned to cover or teach a class other than their regular scheduled assignment shall be compensated in addition to their regular pay at the hourly rate of **thirty-four ($34.00)** payable in no less than one (1) hour increments

2. In the event that a Unit I Member is absent and no substitute is available and the Principal divides a class between staff members, the Unit I Members to whom the students are assigned shall be compensated in addition to their regular pay at the hourly rate of **thirty-four ($34.00)** for each instructional period additional students are assigned to them, payable in no less than one hour increments.

3. When a Unit I Member assigned to a co-taught class is absent and no substitute teacher is available the remaining co-teacher shall be compensated in addition to their regular pay at **the** hourly rate of **thirty-four ($34.00)** per each student instructional hour in no less than half hour increments.

4. If any Unit I Member is designated by an assigned Supervisor to cover the non-classroom duties of another classroom teacher or vacancy, such as lesson planning or grading, in addition to their regular assignment, the Unit I Member will be compensated at the hourly rate of thirty-four ($34.00), in no less than 30-minute increments for such additional assignments. This language shall apply to department chairs, team leaders, and all other Unit I Members in such positions. This language shall also apply to each impacted Unit I Member if the duties are divided between multiple staff members. No Unit I Member will

be required to cover more than 2 additional assignments under this language unless there is an emergency.

5. The parties agree that the **Superintendent** will issue a memorandum discouraging the over-use of non-classroom teachers to cover classrooms **if** a Unit I Member is absent. The use of non-classroom teachers to cover classrooms shall not negatively impact the instructional program.

F. Covering for Non-Classroom Based Educators

1. In the event a Unit I Member is designated by an assigned Supervisor to cover the caseload/work of another Unit I position in addition to their regular assignment, the Unit I Member shall be compensated **thirty-four ($34.00) per hour**, in no less than one hour increments for such additional assignment.

2. In the event a non-classroom-based educator is absent, and the Principal/Supervisor divides the work/caseload between multiple staff members, the Unit I Members to whom the work is assigned shall be compensated, in addition to their regular pay, **thirty-four ($34.00) per hour** in no less than hourly increments.

G. School Administration will work collaboratively with Unit I Members and the Faculty Advisory Council to develop an equitable duty schedule for all staff members for lunch, recess, and other required duties overseeing the student population. Should an unscheduled emergency require that a Unit I Member does not receive all or a portion of his/her planning time for the purpose of lunch/recess duty coverage, the member will be compensated in addition to their regular pay at the hourly rate of **thirty-four ($34.00)**, in no less than half hour increments for that planning period. This entitlement does not include days **when** the school system has a delayed opening or early dismissal.

H. 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.

I. 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.

J. 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 Superintendent.

2. When an individual school is closed for an emergency, Unit I Members will be released following student dismissal. Should the school remain closed, the Administration will communicate Unit I Members' responsibilities for the delivery of services for students.

3. The parties agree that Unit I Members can leave (following student dismissal and their assigned responsibilities are met) on the three scheduled grading days. Grades will not be due until 11:59 pm.

4. On days preceding scheduled non-workdays or days when schools are closed early (not scheduled early dismissal days except in Section 6.2, J.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 6.2 J1.

K. 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 Unit I Member's need to consistently have the full amount of planning time as provided by Section 6.2 C. for individual planning.

L. Overnight Duty Compensation

1. Unit I Members assigned and completing overnight activities with students at **mandatory curriculum based instructional, school sponsored overnight programs or trips**, shall be paid two hundred dollars per night in additional compensation, up to a maximum of **five** nights, if the assignment is not a part of the member's regularly assigned duties for the position as noted in the position description.

2. Participation in overnight activities shall be voluntary, unless they are a part of the regular assigned duties for their position as noted in the job description. Unless it is required by their job description, Unit I Members will not be penalized for declining overnight stay or extended duty day activities.

M. Non-School Based Schedules

Non School-Based Unit I Members, may, in coordination and approval of their Supervisor, adjust their weekly work schedule as these educators and their Supervisor determine given the priorities and scope of the work. Requests for adjustments will not be unreasonably denied.

ARTICLE 7 — EDUCATOR 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, co-taught, supported inclusion) taught at different times.

1. If scheduling necessitates a variation, the Principal shall give the reason in writing to the teacher and provide the teacher an opportunity to discuss their schedule.

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 shall provide available accommodations, in consultation with 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/Supervisor for the following school term on or before the last duty day for ten-month employees. Such assignments may not be changed after the last duty day **or during the successive school year** unless unforeseen circumstances cause the Principal/Supervisor to make such changes.

C. When changes need to be made, **the Principal/Supervisor will hold a conference with the Unit I Member to inform them of the assignment change for the current school year,** setting forth the **specific** reasons for the change, **and written notification** shall be promptly **sent** by email to their PGCPS email address. **The Division of Human Resources will be copied on the written notification. Employees subject to reassignment will be provided at least one full work week before the change goes into effect.**

D. 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 professionally certified teacher is assigned to teach three or more classes outside the teacher's area of certification for more than one year the teacher shall be required to commence taking courses toward certification in the out-of-area assignment or another field of certification selected by the teacher and approved by the Division of Human Resources after consultation with the teacher, at the minimum rate of six credit hours per year.

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 Article 7, Section C.

E. 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.

F. 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 Relations Committee will meet and discuss the substitute teacher scheduling and call in process and identify solutions that will be submitted to the Superintendent and President of PGCEA. This issue shall be a topic of discussion for the Joint Labor Management Relations Committee.

G. Unit I Members shall not be responsible for finding substitutes for their primary or assigned duties, such as arrival, lunch, or dismissal duties if they are going to be absent from work.

H. Job Sharing

With the approval **[in this order]** of the Principal/**Supervisor, the Associate Superintendent, the Division Chief,** and the Chief Human Resources Officer, two **Unit I Members** may volunteer to share a**n** 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. **Unit I Members** on job-sharing assignments will receive prorated personal leave and sick leave benefits. Seniority for **Unit I Members** on job-sharing assignments will accrue on the same basis as other part-time **Unit I Members**. Premium payments toward insurance benefits will be on a prorate**d** basis.

I. 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, 6.2.B and 6.2 C. of the Agreement.

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

c. Evaluation**s** of telecommunications teachers will be the same process as with other teachers.

J. 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.

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.

K. 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.

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

M. Special Education teachers **and licensed Unit 1 Support and Related Service Providers** will be released from teaching and other duties at least five (5) days per school year to work on paperwork/IEP/**IFSP** compliance. These days will be scheduled through agreement between the teacher/**related service provider** and Principal/**Supervisor** with no more than two (2) occurring in any one quarter. Requests for the placement of these days will not be unreasonably denied. Substitutes shall be provided to cover any teaching or co-teaching assignments.

1. **The** 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/IFSPs and related documentation**.
3. Unit I Members have the option of determining their worksite on the five (5) days per school year articulated in this section.
4. PGCPS shall create a separate absence code for the tracking of these days.

ARTICLE 8 — NON-TEACHING DUTIES

A. Unit I Members shall not transport students.

B. Subject to review by the Labor Management Committee, Unit I Members 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 Unit I Members will not be held responsible for the loss of such money if such loss is not due to negligence of the Unit I Member. However, under no circumstances may a Unit I Member be required to collect monies for insurance or charities, although a Unit I Member 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. Unit I Members shall not be required to perform crossing guard duties.

E. Nothing in this Agreement shall be construed to discourage or preclude Unit I Members from volunteering for extra assignments should they so desire.

F. Attendance at meetings of Unit I Members called for purposes directly related to the educational process shall be required duty. Faculty and other Unit I Member meetings shall require notification at least forty-eight (48) hours in advance except **for** emergencies and shall not last more than one hour before or after the student day. Except **for** emergencies there shall be no more than two general faculty meetings per month excluding the months of August and June when three general faculty meetings may be held each month. Unit I Members will not be required to attend more than two meetings per month that extend beyond the normal duty day including the general faculty meetings. Unit I Members at elementary schools will not be required to attend more than four mandatory staff and/or professional development meetings per month during the duty day. The Principal/Supervisor will be responsible for sharing a tentative faculty/staff meeting schedule/calendar with the staff within the first ten (10) duty days of the 10-month employee calendar.

G. 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.

H. Appearance and Conduct - Unit I Members shall dress and conduct themselves in accordance with accepted professional standards.

I. Unit I Members shall not be responsible for taking or recording student attendance on days they are absent, including when at professional development sessions or other training.

J. Classroom teachers will be required to input student attendance data daily except on days the classroom teacher is on approved leave. Classroom teacher responsibilities for parental contact will be limited to **submission of attendance through the online student information system (SIS)**.

K. Classroom teachers will input grades according to the PGCPS Grading Procedures and conference/communicate with parents/caregivers on scheduled parent-teacher conference days, upon the request of the parent, or as deemed necessary by the classroom teacher.

1. **Grades entered into Synergy (or other PGCPS grade management software) represent the most efficient method to communicate student progress. Unit I Members will not be required to enter duplicate grade reports outside of Synergy.**

2. **PGCPS and PGCEA shall form a joint committee to be co-chaired by a designee appointed by the Superintendent and a designee appointed by the PGCEA president to reduce the duplication of efforts around grade reporting. The committee will be composed of up to 10 members besides the co-chairs, 5 of whom will be appointed by the PGCEA president. The committee will begin upon ratification of the contract and report initial recommendations to the Superintendent by March 15, 2026.**

ARTICLE 9 — TEACHER EVALUATION AND RATING

A. When a Unit I Member is formally observed or evaluated by that person's Supervisor or another appropriate Administrator, the completed formal observation or evaluation forms shall be discussed with the Unit I Member before being signed by the Unit I Member in the presence of the immediate Supervisor or other appropriate Administrator. A copy of the formal observation or evaluation form shall be shared with the Unit I Member at that time. The Unit I Member's signature acknowledges receipt of the formal observation or evaluation form and does not necessarily indicate agreement with its content.

Failure by the Unit I Member to sign the formal observation or evaluation does not negate the observation or evaluation. Forms can be signed electronically. Formal observations and evaluations of Unit I Members shall only be done by Administrators who have been certified in the PGCPS Evaluation System.

Unit I Members shall have the opportunity to include a rebuttal to formal observations which shall be attached to the observation form as a part of the record within 30 days of the completed observation. This rebuttal does not alter the completed evaluation/ observation.

B. A continuing program of evaluation of Unit I Member performance based in part on personal observation is required. Whenever it appears that any aspect of a tenured Unit I Members' performance is less than effective the Principal or Supervisor shall notify the Unit I Member in writing, shall follow such notification with a conference to suggest necessary improvement, and shall make at least one classroom/assignment observation which shall be announced to the Unit I Member at least three (3) workdays in advance. Additional informal observations may be made without advance notice. No less than an effective evaluation may be given to a Unit I Member without prior notification and conference. All final evaluations which are less than effective must be shared with the Unit I Member on or before June 10th and all other evaluations must be given to the Unit I Member on or before the last duty day for teachers. Employees must be evaluated using the processes outlined in the employee evaluation handbook provided annually through the Office of Employee Performance.

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 of the 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. Formal classroom observations shall be conducted as part of the evaluation process for Unit I Members who are On-Cycle or moved to On-Cycle. The requirements for formal observations are as follows:

1. A formal observation must occur for a minimum of 30 minutes, uninterrupted.
2. Formal observations can occur in two ways, Announced and Unannounced. The first formal observation will be announced to the Unit 1 educator at least 3 duty days before the observation. Any subsequent formal observations thereafter may be unannounced.
3. A pre-observation conference is required for each announced formal observation.
4. All formal observations must include a post-observation conference.
5. The observer will share formal observation notes with the Unit I Member prior to the post observation conference.
6. Post-observation conferences will be held within seven (7) duty days after the formal observation. Conferences may be delayed, by documented mutual agreement, due to extenuating circumstances.
7. Formal observations can be conducted by the Principal/ Supervisor, Assistant Principal, other school, or district observer. The observer must be a PGCPS employed Administrator certified in the PGCPS Evaluation System.
8. Observers may only observe one Unit I Member at a time. Observers may only observe Unit I Members in a setting that is part of their normal duty, which excludes observing while a Unit I Member is covering duties for another Unit I Member, or when other classes/caseloads have been assigned temporarily.
9. Observations shall not occur the day before or the day after a holiday. Non-duty days include Thanksgiving, Winter Break, Spring Break, emergency closings greater than three (3) days, and approved absences greater than three (3) days. Formal observations shall not be held on late arrival or scheduled early release days.
10. Formal observations shall not be conducted the first 10 days of the student year, or the first 5 days of one semester or quarter classes.
11. All Unit I Members who are On-Cycle will have a minimum of two formal observations. If an Educator is on leave the day of a scheduled observation, the formal observation will occur upon return.
12. Formal observation notes shall be shared with the Unit I Member within seven (7) workdays of the formal observation.
13. The Unit I Member shall acknowledge receipt of the completed formal observation using the electronic signature process in the online platform. Failure by the Unit 1 Educator to sign electronically does not negate completion of the observation. Signing electronically does not signify the Unit I Member's agreement with the observation.
14. There must be at least fifteen (15) workdays between a post-observation conference and the subsequent formal observation to allow Unit I Members time to implement recommendations or respond to feedback provided by the Observer during the previous observation.
15. Unit I Members are not entitled to Union representation at an observation or evaluation conference. Formal post-observation conferences are not disciplinary in nature; therefore, it is at the Principal's/Supervisor's discretion to permit such attendance.
16. Informal observations can be announced or unannounced.

F. The Board will follow State Board of Education Guidelines for Evaluation of Probationary Teachers. All formal announced

observations of probationary classroom teachers will be announced at least three (3) workdays prior to the observation.

G. Unit I teacher evaluations will be based on rating of professional practice for 70% and 30% based on student growth.

H. Student perception surveys will not be used in teacher evaluations.

I. High School teacher evaluations will not include SAT scores.

J. Formal observations and evaluations of Unit I Members shall only be done by PGCPS employed Administrators who have been certified in the PGCPS Evaluation System. Informal observations shall not be used in evaluations.

K. In the event that the procedures of Article 9 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.

L. The Unit I Employee evaluation models are designed to promote professional growth and development to enhance academic excellence through a supportive performance management system. To ensure a system that seeks to grow performance and enhance academic excellence for every child, the Unit 1 **Evaluation** Workgroup will continue with the goal of further refining and developing the professional growth evaluation activities for Unit 1 Educators, including, but not limited to, equitable and streamlined evaluation procedures, Student Growth Measures (SGMs), and conference requirements. Workgroup members will be recommended in equal measure by PGCEA and PGCPS with no more than 16 members who will each serve a three-year term. The workgroup will be co-chaired by PGCPS and PGCEA. The Workgroup will make recommendations at the end of each academic year for implementation enhancements or maintenance to the CEO or designee for consideration. The Workgroup will meet at least monthly September through June. At the discretion of the Chair(s), an additional summer meeting may be held if there is unresolved business.

M. The Unit I Evaluation Workgroup will develop a peer assistance and review (PAR) program to forward to the Career Ladder Development Board for consideration. The PGCEA and PGCPS bargaining teams will adhere to any provisions that require negotiations.

ARTICLE 10 — VACANCIES AND 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,
Positions beyond the regular ten-month teacher contract,
Positions on the administrative-supervisory level that have been declared vacant by the Superintendent,
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.

2. These vacancies will be adequately publicized by the Superintendent or designee.

3. 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. An electronic 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 application through iRecruitment in Oracle Self Service or the current HRIS system within the time limit specified in the notice. The receipt of all applications will be acknowledged in writing. A standard electronic form will be used.

4. 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.

5. Unit I Members who are currently employed by the Board will receive first consideration unless in the judgment of the Superintendent other applicants have superior personal, technical, or academic qualifications for the specific position.

6. 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. Professional **Licensure**/Certification for the position desired.

b. Tenure status: Non-tenured Professionally **Licensed**/ Certified Unit I Members will be able to access the voluntary transfer process but shall be limited to one voluntary transfer during their probationary/non-tenure period.

c. Seniority.

d. Filling a difficult to staff or critical shortage content area based on the needs of the school system (i.e., ESOL).

e. Content areas requiring special qualifications such as dual **licensure**/certification or performance experience (i.e., language immersion, creative/visual and performing arts).

f. Professional qualifications and competence relative to the needs in an available position.

g. Proximity to place of residence.

h. Other relevant factors.

2. All voluntary transfers shall be acceptable to the receiving Principal/**Supervisor**.

3. 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.

4. On request, between April 1 - July 15, the Division of Human Resources will supply to PGCEA **notification** of vacant **Unit I** positions.

B. Transfer Procedure

1. Unit I Members will have the opportunity to submit an electronic voluntary transfer application and any other supplemental information in support of the transfer application (i.e. resume and **licensure**/certification) through iRecruitment in Oracle Self Service between January 15 and March 15.

2. When the Division of Human Resources receives official notification (between April 1 and July 15) that a position will be vacant for the subsequent school year, the position will be filled in accordance with the procedure enumerated below.

a. The Division of Human Resources will provide Principals/ **Supervisors** with access to all applicants who have applied for a transfer to their school/location through iRecruitment. Principals/**Supervisors** should review all voluntary transfer applications for their school/location and schedule interviews for vacant positions.

b. The Principal/**Supervisor** and the transfer applicant must agree in writing to the voluntary transfer. Written voluntary transfer acceptance agreement from the Principal/**Supervisor** and transfer applicant must be received in the Division of Human Resources by July 15.

c. The Division of Human Resources will provide Principals/ **Supervisors** access to voluntary transfer applicants for all schools/**departments**. The lists will include all eligible transfer applicants to be considered by the Principal/ **Supervisor** and who have met the requirements to transfer. The lists shall be valid until July 15. Vacancies can be filled from these lists. If no applicants were available to establish the lists, vacancies may be filled 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/**Supervisor** has been assigned to the school/**department** 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 **if** the applicant still wants the transfer.

f. When the Principal/**Supervisor** at the receiving school/ **worksite** 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 **the** school **year** has not started.

g. Once the Division of Human Resources sends written electronic confirmation of the transfer assignment to the selected transfer applicant and the Principal/**Supervisor**, the voluntary transfer may not be changed or rescinded and will be considered final. The Unit I employee will not be eligible for another voluntary transfer in the same school year.

3. 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 **enacted** from time to time to conform with Board of Education Staffing Formulas. When involuntary transfers **must** be made the Division of Human Resources will provide the Principal**Supervisor** with the names of any **Unit I Members** who have been declared staff reductions in accordance with the following procedures applied in sequential order:

1. Volunteer(s) shall first be sought. A **Unit I Member** who volunteers to become the involuntary transfer shall do so in writing to the Principal**Supervisor** and the Human Resources Division. A **Unit I Member** who volunteers to become the involuntary transfer will be given the same consideration in determining **a** transfer as is given to other involuntary transfers.

2. **Unit I Members** holding less than a**n initial professional license**/standard professional certificate in **a position** to which they are assigned shall then be selected.

3. Should the previous two steps not satisfy the required transfer, the decision shall be made according to:

a. The least senior person in the PGCPS in that school/ **Department** within the category affected.

Categories are as follows:

- Early Childhood**–Education/Elementary Areas**
  - ❍ **Early Childhood Education (Pre K - 3)**
  - ❍ **Elementary Education (1-6)**
- Middle School **Areas**
- **General Secondary Content Areas**
- **Special Education**
- **Specialty Areas (PreK-12)**
- **Specialist Areas**

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

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

B. The Principal**Supervisor** shall notify a **Unit I Member** in a private conference by June 1, **they** will be a staff reduction. Final notification will be given in writing by the Division of Human Resources after notification by the Principal**Supervisor**.

C. If a **Unit I Member** is involuntarily transferred during the school year or after the opening of school for any one year, the salary shall not be reduced for the remainder of the initial year of the transfer.

D. **Unit I Members** to be involuntarily transferred will be reassigned ahead of **Unit I Members** returning from an approved leave of absence and new hires. After July 15, **Unit I Members** to be involuntarily transferred will be reassigned ahead of **those** requesting voluntary transfers.

E. In referring **Unit I Members** who had been declared staff reductions to existing vacancies, system wide seniority in the **licensure/certification** area will be the determining factor in establishing the order of referrals.

F. A person to be involuntarily transferred shall be referred for a maximum of three interviews to Principals**Supervisors** where there are approved vacancies within their area(s) of **licensure/** certification. A maximum of five (5) workdays after the interview and selection will be permitted for the **Unit I Member** to advise the Division of Human Resources regarding the acceptance or non-acceptance of the position. Acceptance of the position shall be acknowledged when the **Unit I Member** and the receiving Principal**Supervisor** complete the designated form. If a **Unit I Member** does not accept any of the positions to which referred and/or selected, the Division of Human Resources will assign **them** to an existing vacancy.

G. The June 1, deadline above is based upon estimated pupil enrollment and preliminary staff allocations. Changes in student enrollment after June 1, may result in further staff reductions prior to the **start of the school year**. A **Unit I Member** affected by such a change; however, may request within five (5) days of notification a conference with the Associate Superintendent or designee. A PGCEA representative may be called in by the teacher.

H. Any **Unit I Member** who is involuntarily transferred after the first workday for returning teachers at the beginning of a school year shall not be involuntarily transferred again after the first day of a new school year for three succeeding years. A **Unit I Member** involuntarily transferred after the first workday who wishes to request a voluntary transfer out of the new assignment must do so in accordance with the provisions of Article 10.2. If said **Unit I Member** file**s** 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.

I. An administrative transfer requested by the immediate Supervisor for a reason other than reduction in staff or change in ratio must be approved by the Chief Human Resources Officer prior to the completion of the transfer. The **Unit I Member** shall be given written notification by the immediate Supervisor with specific reasons behind the intent to request the transfer prior to May 15, and given an opportunity to write a rebuttal by June 1, for the record. In the event the immediate Supervisor and Chief Human Resources Officer still wish to proceed with the transfer, the Chief Human Resources Officer and the President of PGCEA or their designees shall meet to discuss outstanding concerns not hereunder covered, prior to the transfer being implemented.

J. An administrative transfer may be requested by the PGCEA President via a master list by May 1 sent to the Chief Human Resources Officer for consideration. The list should include specific reasons for the transfer.

K. The grievance procedure may be applied to Section 10.3 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 Article 3, number 10. 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 11.1 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, 11.1, 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 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 (1.3) and Reduction in Force (11.1) will apply.

11.3 SEPARATION OF EMPLOYMENT

A. 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 Superintendent for termination or non-renewal due to cause.

B. 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.

C. All **10-month** Unit I Members who notify the Human Resources Division by **May 1, if non-tenured and July 15, if tenured**, of their intent to vacate his/her position for next school year **and use the** effective date of July 1**, or, in the case of tenured Unit I Members resigning between July 1 and July 15, the date of notification,** will have their health insurance continued until August 31 of the same year.

All 11-month and 12-month Unit I Members who submit the notification of intent to vacate their position for the next school year and use the identified effective date between July 1, and July 15, will have their health insurance continued until July 31 of the same year. Unit I Members who submit the notification of intent to vacate their position for the next school year must use the identified effective date. Voluntary resignation dates entered through Oracle Self-Service that indicate the Unit I Member's intent to end employment prior to the end of the school year will be processed accordingly.

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 Administration will inform the educator within the first ten (10) days of the 10-month Unit I Member work year, 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 calendar day established for grade completion by the Prince George's County Public Schools calendar.

8. Lesson Planning is an important first step in effective instruction. Lesson planning helps educators organize content, materials, time, and instructional strategies to create a smooth instructional flow and structure for learners. Lesson planning identifies what students will learn and how students will be assessed. Educators develop lesson plans to guide teaching and learning. Lesson planning requirements shall be made based on the following tenets:

a. Daily lesson plans should be available either electronically or in hard copy upon request. Educators shall not be required to submit lesson plans except in the cases of formal observations; if the member is on a formal growth improvement plan or in instances where there is evidence of communicated concerns on lesson planning, preparation, and/or implementation. A timeline for submissions and a check in date will be provided to determine if there is improvement and/or the need for continuation.

b. Lesson plans will receive actionable and timely feedback if submission is being required by an Administrator as part of formal observations; if the member is on a formal growth improvement plan or in instances where there is evidence of communicated concerns on lesson planning, preparation, and/or implementation. A timeline for submissions and a check in date will be provided to determine if there is improvement and/or the need for continuation.

c. Educators may use the suggested daily lesson plan templates identified by the content Supervisor. Lesson plans required for formal observations will be presented in the required format.

d. Educators may utilize curriculum documents and sample lesson plans provided by the District. They will not be required to rewrite sample lesson plans; however, there must evidence that demonstrates plans have been modified and differentiated to meet the needs of the learners in the classroom.

ARTICLE 13 — EMPLOYEE RIGHTS

A. Any complaints regarding **a** Unit I Member made in writing **or otherwise communicated** to the **Principal or immediate Supervisor** by any parent, student, or other person which are or may be used in any manner in evaluating a Unit I Member **or issuing a corrective action,** shall be processed according to the procedure as follows: The Principal or immediate Supervisor shall meet with the Unit I Member to apprise the Unit I Member of the full nature of the complaint and they shall attempt to resolve the matter informally**, when possible**. Unit I Members will be provided with a copy of the complaint if it is going to be used in any way to adversely affect their employment. Any discipline of any Unit I Member by a Principal/Supervisor shall be conducted in private **and the Unit I Member shall have the right to Union representation. In such an event that the employee is entitled to Union representation and, if desired but unavailable upon short notice, the scheduled meeting shall be promptly rescheduled by the Board and the Union at a mutually agreed upon time within no more than one work week of the notification of the complaint**.

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, a copy of such material will be provided. No material of a confidential nature necessary precedent to employment or other letters of reference will be available to the Unit I Member.

C. Unit I Members may personally review their own personnel file, except for confidential reference material, by submitting in writing a letter to the Office of Records and Verification. **Unit I Members** shall be able to review their file within ten (10) **business** days after receipt of request. If, upon review of the personnel file, **the** Unit I Member determines there is material of a negative nature contained therein, the Unit I Member may submit a letter of explanation or rebuttal to be inserted in the personnel file.

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

1. Due process rights shall include**:**

a. The right 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.

b. The Unit I Member shall be informed of the specific allegation(s) against them before being asked to provide any incident statements or attend any interview conducted by an internal PGCPS office or department.

c. The right to a hearing within forty-five (45) business days, when possible, where Unit I Members can be informed of any evidence against them and respond to allegations. The final determination in the case will be issued within forty-five (45) business days of the hearing, when possible.

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

e. The existing legal and contractual rights of the Board of Education and its Unit I Member as represented by PGCEA with respect to suspension or dismissal of Unit I Members by the **Superintendent** or by the Board of Education and the existing legal and contractual rights regarding the issuance of Second Class **Licenses/**Certificates and the classification of **licenses/**certificates by the **Superintendent** shall remain in effect during the term of this Agreement.

2. A Unit I Member temporarily reassigned to an alternate location **because** of an investigation conducted by the school system shall not be reassigned for a period greater than 45 **business** days without a final report being issued and a decision being made regarding the Unit I Member's employment status. If extenuating circumstances prevent a final report from being issued or a decision made regarding the Unit I Member's status within 45 **business** days, the **Department of Employee and Labor Relations** 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 PGCPS 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 PGCPS, 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 Superintendent.

H. Following fifteen (15) duty days Unit I Members can request a written update to a submitted maintenance request form. Response from the Administration should be provided within three (3) duty days.

I. PGCPS will continue to provide training, policies and administrative procedures to promote atmospheres where Unit I Members are not subjected to harassment, hostility, humiliation, and bullying.

J. No Unit I Member will be required to enter a non-PGCPS facility, such as a family home or third-party childcare facility, to complete their work or provide services, unless it is a part of their written job description. Unit I Members shall have the right to refuse to enter a non-PGCPS facility based upon a reasonable concern for their personal safety. In such cases the visit will be rescheduled after safety concerns have been reported to the appropriate Supervisor for a mutually agreed upon resolution. Should resolution not be reached, it will be referred to the Associate Superintendent for a decision.

K. Except as otherwise required by law (e.g., IEP meetings), Unit I Members shall not be compelled to attend meetings or engage in 1:1 communication (e.g., phone/email without Principal or designee) with parent(s)/guardian(s) who have demonstrated harassing behaviors (including but not limited to assault, threats, profane remarks, defamation, and excessive contact) that have been previously reported to School Administration.

ARTICLE 14 — EDUCATOR FACILITIES, EQUIPMENT, AND SUPPLIES

A. Provision of General Facilities and Supplies

To the extent possible, the Board of Education shall make the following facilities available to Unit I Members at their base school. Indicated provision will apply to each worksite.

1. Furnished air-conditioned room to be reserved for the exclusive use of faculty, all employees, excluding Administrators and Supervisors, at each school.

2. Suitable desk, chair, file cabinet and a space such as a cabinet or closet to lock up personal items, such as bags, purses, backpacks, and coats at each worksite.

3. A working laptop computer which shall be replaced according to the PGCPS replacement cycle.

4. A private place for storage of material at each work site to which itinerant Unit I Members are assigned and where it is administratively feasible.

5. Itinerant instructional Unit I Members shall be provided with a reasonable location for the instruction of their students at each school they are assigned, whenever possible.

6. The Departments of Student Services and Special Education, in collaboration with team members on the related services workgroup serving on the Special Education and Student Support Services Committee, will survey all clinicians by the end of the third week of school to gather additional information about clinician workspace. Following completion of the survey, the collaborative group will determine features of an appropriate clinical workspace and a remediation plan to be enacted by the end of the first quarter.

7. Accessible restroom(s) reserved for the exclusive use of faculty and staff. **Faculty/staff** restrooms **are** to be **labeled as such,** kept clean and adequately supplied. It is understood that facilities **assigned for use by** the staff must be maintained in an orderly condition by those using the facilities.

8. Adequate parking space.

9. A general work area containing equipment and supplies necessary for the preparation of instructional materials. Principals/Supervisors 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.

10. A general space for the storage and display of professional books and literature.

11. Separate dining tables for Unit I Members within the school lunchroom or in another room, which may be available.

12. Adequate lighting in the parking lots of all schools and worksites.

13. Adequate security for all school and school-related activities.

14. Adequate telephone service at each school and worksite including working telephones in all classrooms.

15. Summer school and summer workshops which are offered in air-conditioned schools, unless physically impossible.

16. A secured area within existing facilities for each Unit I Member to store materials used in the classroom, as may be feasible.

17. Schools/work sites in need of mold, air and/or water quality testing and remediation shall be discussed at Labor-Management Meetings between PGCEA leadership and the Administration.

18. Unit I Members shall receive **two hundred dollars ($200)** during the first 30 days of **each** school year for supplies, materials, and other items used in the workplace.

19. Appropriate keys or other entry devices to access the school or worksite, the Unit I Member's assigned classroom or office, faculty restrooms, and the elevator if use is required by an individual ADA accommodation approved **by** Administration, and where an elevator is available, will be provided.

20. Each school shall include dedicated space available to educators to complete confidential tasks and communicate confidentially with parents, families, students, and other educators.

21. PGCPS Employee Photo Identification Badges that are damaged due to normal wear and tear, to include deterioration due to age, shall be replaced at no cost to the Unit I Member.

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 Committees

The Board shall appoint a PGCEA member to all Education Specification Committees for new construction or renovation of schools. Nothing in Article 14 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.

D. Work Site Health and Safety Committee

Each school/worksite shall have a Health and Safety Committee to monitor health & safety issues. The committee will work collaboratively to seek solutions to any concerns. The committee will be composed of the building Principal/site Supervisor or designee, the FAC Chair or PGCEA member selected by Unit I Members, the school nurse, a member of the building operations staff, and two additional volunteers. Meetings shall be held monthly as needed. This language does not replace, or bypass established processes, appeals or grievance procedures in the Negotiated Agreement.

E. Whenever possible PGCPS will avoid using temporary classrooms **for students at Early Childhood Centers,** regional schools, **or in specialty programs** serving students with profound/ significant **disabilities, pre-kindergarten, or kindergarten.**

F. All PGCPS facilities, including school buildings, offices, outbuildings, and buses/vans, will be thoroughly cleaned and disinfected per CDC/MDH/MSDE guidelines before being used by students or staff; and a regular schedule for routine cleaning and disinfection throughout the school day be developed at each work site in collaboration with maintenance staff, including maintaining a record of when cleanings were performed. Records of cleaning and disinfecting will be made available to the work site's Health and Safety Committee, upon request.

G. The Board shall fix and/or upgrade building ventilation systems, if inadequate according to CDC/MDH/MSDE guidelines.

H. Unit I Members shall not be charged any fee to replace defective system issued devices or to replace items that need to be replaced because of normal wear and tear or events beyond the member's control. PGCPS shall repair or replace these items as needed for the Unit I Member to meet their job expectations.

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 PGCPS policies and procedures in each school by the Principal or duly appointed designee and the faculty, including input by the Faculty Advisory Council.

D. 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 an Associate Superintendent.

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.

G. The Board and PGCEA are committed to maintaining a safe learning environment. Subject to statutory and regulatory restrictions, Unit I Members should not be subjected to aggressive student behavior, including hitting, spitting, biting, or throwing objects. Any student exhibiting these aggressive behaviors shall be temporarily removed from the classroom in accordance with Administrative Procedure 5062. The school-based student behavior support team shall promptly develop or update a safety plan for the student that employs appropriate strategies and supports that are reasonably calculated to ensure the safety of that student, other students, and PGCPS staff before the student is returned to the classroom. It is expressly agreed that this Article shall not supersede the provisions of the Individuals with Disabilities Education Act and its implementing regulations concerning students with a documented disability or students who are suspected of having a disability and does not supersede those provisions of Maryland law concerning the removal of students who are in grades Pre-k through 2nd.

H. Unit I Members assigned to programs/classes with students who have behavioral manifestations which subject staff to student hitting, kicking, biting, spitting and throwing objects shall be provided appropriate training, such as but not limited to CPI and other appropriate de-escalation training and shall be provided with the necessary equipment and techniques to ensure staff and student safety. This training shall be offered to impacted staff as necessary throughout the school year.

ARTICLE 16 — PROFESSIONAL LIABILITY PROTECTION

16.1 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:

A. 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.

B. 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.

C. 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.

D. The length of time for which one receives compensation under this section shall be determined by the Workers' Compensation ruling.

16.2 REIMBURSEMENT

Each Unit I Member is to be reimbursed in the sum of not more than a total of $500 per occurrence, for proven destruction of watches, jewelry, personal electronics, and clothing, including eyeglasses, caused by an act in the performance of duties. Reimbursement for watches, including smart watches and other personal electronic devices will be in the sum of not more than $500.

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.

B. Attending College or University Courses

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.

C. Professional Meetings/Activities

a. When a Unit I Member is in attendance at a professional meeting or professional development activity approved by the Chief Human Resources Officer or designee, that person shall be allowed the opportunity of leaving as stated above.

b. Upon a request by an Associate Superintendent 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.

D. Court Appearance and Jury Duty

1. A Unit I Member shall be entitled to paid leave 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 days the Unit I Member is not scheduled to work, the Unit I Member will be paid at that Unit I Member's per diem rate.

2. Any witness fees received for a court appearance must be endorsed to the Board of Education and forwarded to the Payroll Office.

3. When a Unit I Member is **summoned** 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. **If the Unit I Member appears as a witness for the Board of Education on days they are not scheduled to work, the Unit I Member will be paid at their hourly rate for actual time spent in the hearing.**

E. Bereavement Leave

1. On the death of a child, stepchild, parent, step-parent, parent-in-law, grandparent, grandparent of spouse, legal guardian, grandchild, brother, sister, husband, wife, son-in-law, daughter-in-law, brother-in-law, sister-in-law, qualified domestic partner, or anyone who has **recently** lived regularly in the household of the **Unit I** Member, such **Unit I** Member shall be allowed four (4) workdays of absence from work without loss of salary. **The bereavement leave days do not have to be consecutive. Proof of death and/or relationship may be required if there are reasons to suspect that the Unit I Member has abused the privilege. However, in the instance where proof cannot be provided, due to religious reasons, a written employee statement would suffice.**

On the death of an aunt, uncle, niece, or nephew, Unit I Members shall be allowed two **(2)** workdays of absence from work without loss of salary. **The bereavement leave days do not have to be consecutive.** Proof of death and/or relationship may be required if **there are reasons to suspect that the Unit I Member has abused the privilege. However, in the instance where proof cannot be provided, due to religious reasons, a written employee statement would suffice.**

F. 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.

3. **Paid Military Leave shall be granted for both short-term mandatory commitments as well as prolonged deployments, not to exceed fifteen (15) days within a school year. Any additional time needed will be considered leave without pay.**

4. **Military duty shall include all military service obligations, including but not limited to drills, training exercises and other short term mandatory commitments. Military Service obligations where Unit I Members have limited or short-term notice from the National Guard of Reserve shall be processed through an expedited process.**

G. 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. 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.

H. Personal Leave

Unit I Members **who are not** employed on **a** twelve-month contract may **take** up to four **paid** days **off per** school year.

A request for personal leave should be entered in**to the** appropriate time management system at least one (1) day prior to the intended absence. No specific reason for such personal leave shall be required or solicited except as noted in item 2 and item 4 below. In case of emergency, the appropriate school official shall be notified prior to the beginning of the duty day of intended absence.

Rules regarding personal leave are as follows:

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 **Area Associate Superintendent**. Such leave request must be received by the **Area** Office of the **Associate Superintendent** at least **ten (10) business days** in advance. Unless officially notified of the **Area Associate Superintendent's** decision no later than five (5) **business** 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 **MCAP** and **MSA/SAT** testing days **impacting the school,** except as approved in writing **by** the **Area Associate Superintendent**/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 **by** the **Area Associate Superintendent/**designee.

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.

I. 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. **This leave is in addition to professional development days identified on the PGCPS Calendar.** By special request, additional days may be granted by the **Area Associate Superintendent** and will not be unreasonably denied.

J. Sabbatical Leave

On recommendation of the Superintendent, 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 Superintendent 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 Superintendent 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 Superintendent 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 Superintendent 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.

K. Selective Service 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.

L. 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.

   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, Unit I Member will be entitled to two (2) additional days. After thirteen (13) years of employment, 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 Superintendent'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 workdays, 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.)

   b. **Sickness in Family**

      A Unit I Member with one or more years of service in Prince George's County may use up to 20 days in FY23, 25 days in FY24 and 30 days in FY25 of their 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.

8. The Superintendent 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 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) workdays 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 **in their area of certification,** Unit I Members **will** be assigned to **their current school/work location or department as an over hire until a permanent assignment in the area of certification** becomes available. 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

18.1 AUTHORIZED ABSENCE

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 if 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 Article 18A 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 Article 18A.

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 AmeriCorps 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 Superintendent 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 Superintendent 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 Superintendent 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 Superintendent, 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 Superintendent. At the conclusion of an extended leave of absence, reinstatement will be determined by the Superintendent 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 Superintendent 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

18.2 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.

18.3 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 forestated, 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 Superintendent 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 Superintendent 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 Superintendent 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 (2½) 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 1st 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 the 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 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.

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 STUDENT TESTING

A. PGCPS will publish testing and survey calendar dates and windows of all state and district mandated tests and surveys, as well as required ELL testing, by September 15 of each school year of this agreement. The published testing information will include the number of minutes required for each district/state test. This testing document will be shared with PGCEA. This testing information will be publicly shared through appropriate communication venues used by the school system.

B. The total number of hours any PGCPS student spends on mandated state or local assessments shall not exceed the maximum hours in the "More Learning, Less Testing Act of 2017" (SB 452). PGCPS shall be responsible for tracking this data.

C. Elementary schools will be provided substitute teacher funding to assist Kindergarten teachers with responsibilities for administering baseline assessments during the initial fall assessments. The classroom teachers and the School Administration will determine collaboratively how the assessment and instructional responsibilities are shared.

20.2 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.

20.3 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 Superintendent or designee 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 Superintendent approve major policy and curriculum changes, sufficient professional staff involvement will be initiated with impacted Unit I Members before the changes are implemented.

D. Major policy and curriculum changes will be communicated to staff at least two (2) weeks before the change is to be implemented, unless mandated by state and/or federal law.

E. 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.

F. Available curriculum guides will be posted prior to each quarter. If the guide is not available at the start of the quarter, the Administration will provide the necessary directive with regard to instructional content.

G. PGCEA may nominate one (1) member to serve on each curriculum writing committee constituted to prepare curriculum guides for each subject area.

20.4 ASSIGNMENT EQUALIZATION

A. The Board of Education and PGCEA hereby agree that subject to building limitations, budget and program requirements, action will be taken to maintain favorable class size in accordance with Board of Education policy and reduce classes which exceed by more than 10% the County- wide class size average.

If, subsequent to September 30, any Unit I Member has a class which exceeds the county class size average, the Unit I Member after consultation with the Principal may request a review by the FAC. If after a review of the Unit I Member's complaint and consultation with the Principal, the Unit I Member or the FAC determines by a majority vote that further adjustment in class size is essential, the FAC or the Unit I Member may request a review by the **Superintendent** who will recommend appropriate adjustments in an attempt to achieve a mutually acceptable settlement. If the FAC believes that the class size concern could be relieved through changes in the master schedule, the FAC may submit any suggestion in writing to the appropriate Associate Superintendent, who will have that matter reviewed within five (5) working days of receipt of the request. If, after consideration by the appropriate Associate Superintendent, a mutually acceptable settlement is not achieved, the FAC may refer the matter to the **Superintendent** for final action. The FAC may request that the PGCEA President or designee be present at any meeting scheduled to review class size concerns.

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

Consideration of Related Service Provider workloads will include, but not be limited to, the number of students and/or provider service hours on a provider's caseload, the number of schools a provider is assigned, and the drive time between a provider's assigned schools.

After September 30, any related service provider that has a caseload that exceeds the recommended caseload defined in the SESP will have their workload reviewed, and appropriate measures will be taken to bring the provider's assigned workload within the limits specified in the SESP or receive support with caseload/workload tasks to reduce their workload to the SESP guidelines.

20.5 NON-APPLICABILITY OF ARTICLE 5C

Notwithstanding the provision of Article 5C, the provisions of Article 20 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 Superintendent 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.

20.6 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 Department Chair shall be added to the list of Teacher Coordinators for purposes of compensation.

20.7 CHANGES TO ADMINISTRATIVE PROCEDURES

The Board will share proposed new Administrative Procedures or changes to existing Administrative Procedures that impact classroom instruction, (specifically Students-5000 & Instruction-6000), with PGCEA for input prior to posting. PGCEA shall have a minimum of ten (10) business days to provide comments for consideration to the Board before changes are adopted.

ARTICLE 21 — FRINGE BENEFITS

21.1 TUITION REIMBURSEMENT

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

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

C. Unit I Members shall be reimbursed up to $550 per credit for up to nine (9) credits per contract year. Reimbursements will be established on a first come, first served basis subject to budgeted allocations and shall apply to the following:

1. Any course to maintain a valid teaching certificate.

2. Any advanced degree or certification in the Unit I Members' field, current assignment, or a future certification.

3. An advanced degree in education.

4. An area of special need to the school system.

5. Any courses taken for professional growth and contribution to the school system **including undergraduate or graduate foreign/world language classes.**

6. Unit I Members shall be eligible for up to 39 credit hours of tuition reimbursement in total during service with PGCPS.

Application for reimbursement will be accepted three times throughout the fiscal year. Only courses completed during the specified dates will be accepted during the appropriate submission dates. Requests received prior to the designated beginning date will be automatically denied. Any funds remaining at the end of the third submission/disbursement period will be divided equally for disbursement to applicants originally denied during the first and second periods based on first come first served basis so long as the applications were submitted prior to the original deadlines.

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

The Board of Education shall continue to use its best efforts to provide workshops whereby a Unit I Member 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, provided there is no cost to the Board of Education.

D. From time to time, the Board **of Education** 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. **If** 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 about any programs established under this section and will have input into the reimbursement parameters.

21.2 LIFE INSURANCE

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.

C. Unit I employee premiums and co-pays shall not increase prior to explanation and notification to PGCEA.

D. Plan design changes to insurance benefits will not be instituted without discussion and consideration of recommendations by the joint PGCPS/Labor Partners Insurance Council.

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 21.3 above for all Unit I 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 PRESCRIPTION MEDICATION INSURANCE PROGRAM

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

A. No Unit I Member shall be entitled to any of the insurance benefits described in Sections 21.3, 21.4, 21.5, 21.6, and 21.7 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 **s**et 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.

C. Section 21.8B 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, 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. **A** 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. All other employees, hired after July 1, 2000, will not be eligible for a pay out of unused sick leave upon resignation.

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, whichever is greater, shall be paid to the estate of the deceased Unit I Member. **This payment shall be based upon the salary at the time of death.**

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 affected 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 COUNCIL

A. A joint PGCPS/Labor Partners insurance council shall review school system employee healthcare data and make recommendations concerning the following, but not limited to, health insurance benefit design and cost for active and retired employees, dental insurance design and cost, life insurance, 403(b) and 457(b) programs.

B. The Insurance Council shall be made up of representatives of the Superintendent and representatives of each of the labor Unions. PGCEA members shall be appointed by the President of PGCEA.

C. The Insurance Council shall meet bi-monthly September, November, January, March, and May of each school year to discuss, study, and report on suggestions pertaining to the employee benefits plans and costs. Minutes of such meetings shall be available to all members of the council.

Association reps on the insurance council shall be entitled to organizational leave as outlined in the negotiated agreement.

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. Unit I employees who qualify based upon Maryland State Department of Education's standards of definitions of "Teacher," "Certified," "Primarily Responsible and Accountable," "Working Time," "Teaching Time" and "Percent of Time Teaching" shall receive a salary increase of $13,000 annually.

B. The Board of Education shall reimburse the Unit I Member for up to one (1) of the NBPTS application and/or testing fee up to $450.

C. Unit I employees who qualify in Section 21.15 A above, and who are assigned and serve in schools identified as "Low Performing Schools," will receive an additional $9,000 annually while serving in such identified schools.

D. Unit I employees earning their first maintenance of National Board Certification shall receive $8,000 in additional salary.

E. Unit I employees earning their second maintenance of National Board Certification shall receive $7,000 in additional salary.

F. Unit I employees earning their third maintenance of National Board Certification shall receive $6,000.

G. Unit I employees who have attained NBPTS or national certifications in other subjects or disciplines who DO NOT meet the standards specified in Section 21.15 A above shall receive a salary increase of **$5000** annually.

21.16 CAREER LADDER IMPLEMENTATION

A. A joint PGCPS-PGCEA Career Ladder Development Board shall be maintained throughout the duration of this contract.

1. **PGCPS and PGCEA shall each appoint one joint co-chair to the Board.**
2. **The Board shall have eight (8) appointed members; with four (4) members appointed by PGCEA and four (4) members appointed by PGCPS.**
3. **Each PGCEA member shall serve a three-year term.**
4. **The Board will issue joint recommendations to the respective bargaining teams of PGCEA and PGCPS for consideration in negotiations for a successor agreement to this contract.**
5. **The Board shall review and make decisions for candidates moving from level three to level four of the Career Ladder.**

B. Emoluments as described in Article 23.6 shall not be affected by the Career Ladder.

C. Structure of the Career Ladder

1. **Level 1**
   - **a. Unit I Members on level 1 of the Career Ladder will stay on the negotiated pay scale.**
   - **b. All Unit I Members are eligible for advancement on the Career Ladder**
2. **Level 2**
   - **a. Unit I Members on level 2 of the Career Ladder will stay on the negotiated pay scale.**
   - **b. Movement to level 3 is obtained once a teacher obtains NBCT or a master's degree, if there is no NBC area defined by the Maryland Accountability and Implementation Board/State.**
3. **Level 3**
   - **a. Unit I Members on Level 3 will stay on the negotiated NBC pay scales.**
   - **b. Maintenance compensation will be based on the minimum requirements of national board certification as stated in the law.**
   - **c. All level 2 benefits will be provided at level 3.**

21.17 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.

21.18 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 I 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. All Unit I employees shall **be paid on the 10-month, 11-month, or 12-month payment schedule dependent on their work year, but all 10-month and 11-month Unit I Members shall have the option of being placed** on the twelve-month pay option.

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 **Superintendent** in the employment of trades and industry teachers and educators in other designated critical subject areas.

A. Salary Grades

- **Bachelor's Degree**
- Bachelor's Degree Plus 30 **semester hours**
- Bachelor's Degree Plus 45 **semester hours or** Master's Degree/ **Master's Equivalent**
- Master's Degree/**Master's Equivalent** Plus 30 **semester hours**
- Master's Degree/**Master's Equivalent** Plus 60 **semester hours**
- Doctorate

1. A master's equivalency is earned by completing 30 semester hours of post-baccalaureate graduate credit in a graduate degree program from a regionally accredited college/ university.

2. A minimum of fifteen (15) hours of the course work must be graduate level or certified by the registrar as graduate level. A maximum of fifteen (15) hours of undergraduate course credit (taken while employed) with PGCPS and/or state approved workshop may be counted toward salary advancement.

3. Approved course work that is not part of the requirements for the Master's Degree **or Master's Equivalency** may be counted toward the Master's Degree/**Master's Equivalency** plus 30 and Master's Degree/**Master's Equivalency** plus 60 hours' scale.

B. General Information Regarding All Salary Schedules

1. Courses in religion, religious education, and courses or degrees not recognized by the State of Maryland for certification and related to a school assignment **will** not be counted for salary purposes.

2. Progression on the salary schedule is determined by the Unit I Member's anniversary date or the date of advancement to a higher training certification level. Unit I Members employed prior to January 1 of the prior school year shall receive their initial step increase on July 1 of the following school year. Unit I Members employed between January 1 and June 30 of the prior school year shall receive their initial step increase on February 1 of the school year following their initial hire. In succeeding years, they will receive step increases on July 1.

3. A Unit I Member holding a Conditional Certificate is paid on a Bachelor's salary and is not eligible for a grade salary advancement through educational attainment until a professional certificate is obtained.

4. A Unit I Member holding either the bachelor's degree or an advanced degree in a field other than education may request that graduate courses related to that Unit I Member's assignment be recognized for advanced standing on the salary schedule, provided that the individual holds at least an Advanced Professional Certificate in the field in which such individual is teaching.

5. An electronic Salary Lane Change Request or Credit Count Request form must be submitted at the time the Unit I Member qualifies for placement on the new lane on the salary scale. Retroactive wages will be issued effective at the start of the pay period in which the documents were received by the Department of Human Resources.

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 **Superintendent of Schools**, and PGCEA shall be informed of the additions.

7. Unit I Members who hold a Juris Doctorate degree **and a professional certificate** shall be placed on the doctorate degree lane of the salary table at the appropriate step.

C. Outside applicants will be hired based on established administrative procedures. Unit I Members hired on Step 10 between July 1, 2018, and June 30, 2022, may contact the Director of Human Resources to complete an assessment of potential salary increases based upon verified credible experience beyond Step 10 at their hire date. Verified changes will be implemented from the current date of receipt and confirmation by Human Resources.

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 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

A. 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.

B. 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 Superintendent 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.

22.6 UNIT I SALARY SCHEDULE

FY 26 – FY 28 Salary Changes

A. All eligible employees will receive one step increase effective July 1 of each year of this agreement. **Effective July 1, 2025, all eligible employees shall slide two steps on the existing pay table.**

B. A **3.5%** Cost of Living Adjustment (COLA) will be applied to all pay tables effective July 1, **2025**.

C. A **3.5%** Cost of Living Adjustment (COLA) will be applied to all pay tables effective July 1, **2026**.

D. A **2%** Cost of Living Adjustment (COLA) will be applied to all pay tables effective July 1, **2027**.

E. A **3%** differential for eligible employees at the top of their grade for **FY2026, 1% for FY2027, and 1% for FY2028.**

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 Article 23 B, C, 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.

3. 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 compensation for Unit I educators serving as club and/or service sponsors.

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.

6. Increase all emoluments and activities by **3.5% in FY26, 3.5% in FY27, and 2% in FY28.**

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 $750 per teacher mentored during the school year. Assignment, training, and responsibilities will be coordinated through the Office of Professional Learning and Leadership. 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. These activities shall not run concurrently with the scheduled duty day.

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.

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.

23.10 HOME AND HOSPITAL TEACHERS

A. 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.

B. Definitions

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

1. Unit – The body of certificated professional employees, and home and hospital teachers (HHT) employed by the Board.

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

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. Board – The Board of Education of Prince George's County.

5. PGCPS – Prince George's County Public Schools.

C. HHT Joint Committee

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

2. The Joint Committee will meet as needed to address issues brought forward by the members, including issues related to this Agreement such as compensation for planning time and appropriate compensation in the event of cancellations. The committee will be comprised of six members, three appointed by the Association and three appointed by the Board.

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

D. Professional Development

Home and hospital teachers may participate in professional development courses and other professional development activities on a space-available basis.

E. Working Conditions

PGCPS will provide home and hospital teachers with appropriate materials and access to photocopying of instructional materials at the assigned school of the student or at a designated Central Office location.

F. Compensation

1. For Fiscal Years **2026, 2027, and 2028,** HHTs shall be paid a cost of living (COLA) adjustment equal to the percentage of the Teacher Salary Table improvement.

2. Unit I Members serving a second assignment as a Home and Hospital Teacher shall be compensated at their hourly per diem rate.

3. HHTs will be compensated for one hour at the beginning of each assignment with a new student.

G. Payroll Deductions

HHTs shall be eligible to participate in certain authorized payroll deductions contained in this Agreement including:

1. Unified membership dues
2. PGCEA Foundation
3. Educational Systems Federal Credit Union
4. Tax sheltered annuities (including mutual funds)
5. PGCEA Fund for Children & Public Education (PAC)
6. PGCEA-sponsored voluntary benefits

H. Supplement

The following Articles or portions of Articles shall apply to HHTs except as modified by Memorandum.

Article 1 - Preamble
Article 3 - Rights of Representative Recognition
Article 5 - Grievance Procedure
Article 12 - Rights and Privileges of Unit I Members
Article 15 - Control and Discipline
Article 16 - Professional Liability Protection
Article 21.9 - Payroll Deduction
Article 21.14 - Payroll Direct Deposit Program

23.11 ATHLETIC DIRECTOR AND COACHING LEAVE

Athletic Directors, and Unit I Member coaches will be provided up to seven (7) days of professional leave annually. Use of leave days is for the purpose of meeting the program requirements of the PGCPS athletic program only. Use of leave requires prior approval of the School Administration but shall not be unreasonably denied. Leave can be taken in hourly increments. The allotment will be available throughout the duration of this agreement.

23.12 DIFFERENTIAL SCHEDULE

Increase all cells and lanes of the PGCEA Differential Schedule by **3.5% in FY26, 3.5% in FY27, and 2% in FY28.**

The following Unit I positions shall be added to the PGCEA Differential Schedule Lane A starting July 1, 2025:

- **Individualized Education Program (IEP) Facilitator**
- **Audiologist**
- **Classroom Teacher – Deafness and Hearing Impairments**
- **Assistive Technology Resource Teacher**
- **Adapted Physical Education Teacher**
- **Vision Teacher**
- **Orientation and Mobility Instructor**

The following Unit I position shall be revised for clarification on the PGCEA Differential Schedule Lane A:

- ***Special Education Resource Teacher**

ARTICLE 24 — SCHOOL QUALITY AND IMPROVEMENT

A. The Board of Education and PGCEA will conduct a review of instructional and support programs that strengthen the capacity of staff to improve achievement and wellbeing. This shall incorporate determining best practices and learning environments for our students, including exploring ways to incorporate a shared governance model that allows for innovation in ways that engages school staff, students, parents, and the community. **This study shall commence on September 1, 2025, and recommendations will be made to the Superintendent by March of 2026**.

B. During the duration of this contract agreement, the Board and PGCEA shall establish a joint Blueprint for Maryland's Future Planning and Implementation committee which will meet bi –monthly (every two months) to discuss and collaborate on emergent issues related to implementation of Maryland's Blueprint funding and policy requirements. The committee will include an equal number of PGCPS members appointed by the Superintendent and PGCEA member leaders and staff appointed by the Association President. The committee will be jointly co - chaired by a PGCPS appointed member and a PGCEA appointed member. The meeting agendas will be jointly created by PGCEA and PGCPS.

C. A joint Special Education and Student Services Committee shall meet monthly from September through June to develop and review regulations and practices related to the delivery of special education and student services in PGCPS and be proactive in resolving issues of concern to both parties. Each party shall identify a minimum of five representatives, and no more than ten representatives, as members of the committee **to include representatives from the related services work groups.**

The Associate Superintendent for Special Education and the Associate Superintendent for Student Services shall be members of the committee. In their absence, the associates will send a designee for representation. Each party can suggest relevant agenda topics.

The committee shall keep a record of issues discussed and actions taken at each meeting to be shared with all special educators and related services providers.

D. The Administration will continue to support the effort to implement Restorative Practices in newly selected schools. The readiness survey will be administered in selected schools by the Administration and FAC with support from the PGCPS Restorative Practices Coordinator to determine faculty support for becoming a Restorative Practice School. Schools where a minimum of 75% of staff is in support of the school transitioning to a Restorative Practice School will receive consideration of selection for the subsequent school year.

E. In schools transitioning to Restorative Practices, the district will provide Principals with training and support to facilitate effective planning and implementation.

F. The Restorative Practices Coordinator will receive a compensatory emolument for his/her service. Unit I Members will have the first opportunity to apply for the position.

G. Administrators and staff at Restorative Practices schools will receive designated training, including approved systemic financial support, to successfully implement the program throughout the school.

Salary Schedules

Differential Schedule

Home and Hospital Salary Scale

Compensatory Emoluments – Compensation Scale
Instructional Chairperson, & School Based Activities

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)
Prince George's County Public Schools
Table A - Salary Schedule - 10 month
July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	62,291	65,409	68,678	72,114	75,718	79,502
05	64,163	67,370	70,739	74,277	77,988	81,889
06	66,086	69,392	72,862	76,505	80,330	84,346
07	68,069	71,472	75,046	78,800	82,738	86,874
08	70,110	73,619	77,297	81,164	85,221	89,481
09	72,212	75,827	79,615	83,598	87,777	92,167
10	74,382	78,100	82,006	86,106	90,411	94,932
11	76,611	80,443	84,465	88,690	93,124	97,779
12	78,912	82,855	87,000	91,352	95,917	100,713
13	78,912	85,342	89,610	94,092	98,792	103,733
14	78,912	87,902	92,298	96,914	101,758	106,845
15	78,912	90,538	95,067	99,822	104,809	110,051
16	78,912	93,256	97,919	102,816	107,957	113,353
17	78,912	96,051	100,857	105,902	111,193	116,753
18	78,912	98,934	103,884	109,078	114,529	120,257
19	78,912	101,904	106,998	112,351	117,966	123,864
20	78,912	104,959	110,211	115,722	121,504	127,580
21	78,912	108,107	113,518	119,192	125,148	131,408

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

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PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)
Prince George's County Public Schools
Table B - Salary Schedule - 11 month
July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	68,520	71,948	75,546	79,323	83,290	87,453
05	70,576	74,105	77,812	81,703	85,787	90,079
06	72,694	76,330	80,146	84,154	88,361	92,781
07	74,875	78,619	82,551	86,678	91,012	95,564
08	77,120	80,978	85,029	89,279	93,742	98,430
09	79,433	83,409	87,579	91,958	96,556	101,383
10	81,820	85,912	90,204	94,717	99,453	104,424
11	84,276	88,486	92,914	97,560	102,435	107,556
12	86,803	91,142	95,700	100,486	105,510	110,783
13	86,803	93,878	98,571	103,501	108,673	114,107
14	86,803	96,693	101,526	106,605	111,933	117,528
15	86,803	99,593	104,573	109,805	115,294	121,059
16	86,803	102,579	107,710	113,100	118,751	124,689
17	86,803	105,656	110,943	116,491	122,313	128,427
18	86,803	108,825	114,273	119,989	125,981	132,282
19	86,803	112,092	117,699	123,588	129,762	136,249
20	86,803	115,453	121,231	127,295	133,655	140,337
21	86,803	118,916	124,868	131,114	137,664	144,548

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)
Prince George's County Public Schools
Table C - Salary Schedule - 12 month
July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	74,752	78,488	82,412	86,535	90,861	95,405
05	76,995	80,846	84,886	89,131	93,585	98,265
06	79,303	83,269	87,432	91,807	96,394	101,216
07	81,682	85,766	90,055	94,561	99,284	104,249
08	84,132	88,339	92,757	97,398	102,265	107,377
09	86,660	90,993	95,540	100,318	105,333	110,599
10	89,256	93,719	98,406	103,328	108,491	113,919
11	91,935	96,532	101,359	106,428	111,747	117,334
12	94,693	99,426	104,401	109,622	115,100	120,853
13	94,693	102,409	107,531	112,910	118,552	124,478
14	94,693	105,480	110,758	116,300	122,109	128,215
15	94,693	108,645	114,081	119,787	125,772	132,062
16	94,693	111,905	117,504	123,380	129,546	136,022
17	94,693	115,262	121,029	127,081	133,432	140,102
18	94,693	118,720	124,660	130,896	137,436	144,307
19	94,693	122,282	128,398	134,821	141,558	148,636
20	94,693	125,949	132,251	138,867	145,805	153,094
21	94,693	129,728	136,219	143,032	150,179	157,687

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

National Certification* Table A - Salary Schedule - 10 month

*those with NBCT who do not meet the defintion of "teacher" or those with national certifications in other subjects

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	67,291	70,409	73,678	77,114	80,718	84,502
05	69,163	72,370	75,739	79,277	82,988	86,889
06	71,086	74,392	77,862	81,505	85,330	89,346
07	73,069	76,472	80,046	83,800	87,738	91,874
08	75,110	78,619	82,297	86,164	90,221	94,481
09	77,212	80,827	84,615	88,598	92,777	97,167
10	79,382	83,100	87,006	91,106	95,411	99,932
11	81,611	85,443	89,465	93,690	98,124	102,779
12	83,912	87,855	92,000	96,352	100,917	105,713
13	83,912	90,342	94,610	99,092	103,792	108,733
14	83,912	92,902	97,298	101,914	106,758	111,845
15	83,912	95,538	100,067	104,822	109,809	115,051
16	83,912	98,256	102,919	107,816	112,957	118,353
17	83,912	101,051	105,857	110,902	116,193	121,753
18	83,912	103,934	108,884	114,078	119,529	125,257
19	83,912	106,904	111,998	117,351	122,966	128,864
20	83,912	109,959	115,211	120,722	126,504	132,580
21	83,912	113,107	118,518	124,192	130,148	136,408

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

National Certification* Table B - Salary Schedule - 11 month

*those with NBCT who do not meet the defintion of "teacher" or those with national certifications in other subjects

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	73,520	76,948	80,546	84,323	88,290	92,453
05	75,576	79,105	82,812	86,703	90,787	95,079
06	77,694	81,330	85,146	89,154	93,361	97,781
07	79,875	83,619	87,551	91,678	96,012	100,564
08	82,120	85,978	90,029	94,279	98,742	103,430
09	84,433	88,409	92,579	96,958	101,556	106,383
10	86,820	90,912	95,204	99,717	104,453	109,424
11	89,276	93,486	97,914	102,560	107,435	112,556
12	91,803	96,142	100,700	105,486	110,510	115,783
13	91,803	98,878	103,571	108,501	113,673	119,107
14	91,803	101,693	106,526	111,605	116,933	122,528
15	91,803	104,593	109,573	114,805	120,294	126,059
16	91,803	107,579	112,710	118,100	123,751	129,689
17	91,803	110,656	115,943	121,491	127,313	133,427
18	91,803	113,825	119,273	124,989	130,981	137,282
19	91,803	117,092	122,699	128,588	134,762	141,249
20	91,803	120,453	126,231	132,295	138,655	145,337
21	91,803	123,916	129,868	136,114	142,664	149,548

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

National Certification* Table C - Salary Schedule - 12 month

*those with NBCT who do not meet the defintion of "teacher" or those with national certifications in other subjects

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	79,752	83,488	87,412	91,535	95,861	100,405
05	81,995	85,846	89,886	94,131	98,585	103,265
06	84,303	88,269	92,432	96,807	101,394	106,216
07	86,682	90,766	95,055	99,561	104,284	109,249
08	89,132	93,339	97,757	102,398	107,265	112,377
09	91,660	95,993	100,540	105,318	110,333	115,599
10	94,256	98,719	103,406	108,328	113,491	118,919
11	96,935	101,532	106,359	111,428	116,747	122,334
12	99,693	104,426	109,401	114,622	120,100	125,853
13	99,693	107,409	112,531	117,910	123,552	129,478
14	99,693	110,480	115,758	121,300	127,109	133,215
15	99,693	113,645	119,081	124,787	130,772	137,062
16	99,693	116,905	122,504	128,380	134,546	141,022
17	99,693	120,262	126,029	132,081	138,432	145,102
18	99,693	123,720	129,660	135,896	142,436	149,307
19	99,693	127,282	133,398	139,821	146,558	153,636
20	99,693	130,949	137,251	143,867	150,805	158,094
21	99,693	134,728	141,219	148,032	155,179	162,687

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

NBCT* Table A - Salary Schedule - 10 month

*Must meet the eligiblity criteria for "teacher" as set forth by MSDE

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	75,291	78,409	81,678	85,114	88,718	92,502
05	77,163	80,370	83,739	87,277	90,988	94,889
06	79,086	82,392	85,862	89,505	93,330	97,346
07	81,069	84,472	88,046	91,800	95,738	99,874
08	83,110	86,619	90,297	94,164	98,221	102,481
09	85,212	88,827	92,615	96,598	100,777	105,167
10	87,382	91,100	95,006	99,106	103,411	107,932
11	89,611	93,443	97,465	101,690	106,124	110,779
12	91,912	95,855	100,000	104,352	108,917	113,713
13	91,912	98,342	102,610	107,092	111,792	116,733
14	91,912	100,902	105,298	109,914	114,758	119,845
15	91,912	103,538	108,067	112,822	117,809	123,051
16	91,912	106,256	110,919	115,816	120,957	126,353
17	91,912	109,051	113,857	118,902	124,193	129,753
18	91,912	111,934	116,884	122,078	127,529	133,257
19	91,912	114,904	119,998	125,351	130,966	136,864
20	91,912	117,959	123,211	128,722	134,504	140,580
21	91,912	121,107	126,518	132,192	138,148	144,408

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

NBCT* Table B - Salary Schedule - 11 month

*Must meet the eligiblity criteria for "teacher" as set forth by MSDE

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	81,520	84,948	88,546	92,323	96,290	100,453
05	83,576	87,105	90,812	94,703	98,787	103,079
06	85,694	89,330	93,146	97,154	101,361	105,781
07	87,875	91,619	95,551	99,678	104,012	108,564
08	90,120	93,978	98,029	102,279	106,742	111,430
09	92,433	96,409	100,579	104,958	109,556	114,383
10	94,820	98,912	103,204	107,717	112,453	117,424
11	97,276	101,486	105,914	110,560	115,435	120,556
12	99,803	104,142	108,700	113,486	118,510	123,783
13	99,803	106,878	111,571	116,501	121,673	127,107
14	99,803	109,693	114,526	119,605	124,933	130,528
15	99,803	112,593	117,573	122,805	128,294	134,059
16	99,803	115,579	120,710	126,100	131,751	137,689
17	99,803	118,656	123,943	129,491	135,313	141,427
18	99,803	121,825	127,273	132,989	138,981	145,282
19	99,803	125,092	130,699	136,588	142,762	149,249
20	99,803	128,453	134,231	140,295	146,655	153,337
21	99,803	131,916	137,868	144,114	150,664	157,548

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

NBCT* Table C - Salary Schedule - 12 month

*Must meet the eligiblity criteria for "teacher" as set forth by MSDE

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	87,752	91,488	95,412	99,535	103,861	108,405
05	89,995	93,846	97,886	102,131	106,585	111,265
06	92,303	96,269	100,432	104,807	109,394	114,216
07	94,682	98,766	103,055	107,561	112,284	117,249
08	97,132	101,339	105,757	110,398	115,265	120,377
09	99,660	103,993	108,540	113,318	118,333	123,599
10	102,256	106,719	111,406	116,328	121,491	126,919
11	104,935	109,532	114,359	119,428	124,747	130,334
12	107,693	112,426	117,401	122,622	128,100	133,853
13	107,693	115,409	120,531	125,910	131,552	137,478
14	107,693	118,480	123,758	129,300	135,109	141,215
15	107,693	121,645	127,081	132,787	138,772	145,062
16	107,693	124,905	130,504	136,380	142,546	149,022
17	107,693	128,262	134,029	140,081	146,432	153,102
18	107,693	131,720	137,660	143,896	150,436	157,307
19	107,693	135,282	141,398	147,821	154,558	161,636
20	107,693	138,949	145,251	151,867	158,805	166,094
21	107,693	142,728	149,219	156,032	163,179	170,687

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

NBCT High Priority Schools* - Table A - Salary Schedule - 10 month

*Must meet the eligiblity criteria for "teacher" as set forth by MSDE; PGCPS High Priority schools are those that meet the 'Low Performing School' designation as set forth by MSDE

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	84,291	87,409	90,678	94,114	97,718	101,502
05	86,163	89,370	92,739	96,277	99,988	103,889
06	88,086	91,392	94,862	98,505	102,330	106,346
07	90,069	93,472	97,046	100,800	104,738	108,874
08	92,110	95,619	99,297	103,164	107,221	111,481
09	94,212	97,827	101,615	105,598	109,777	114,167
10	96,382	100,100	104,006	108,106	112,411	116,932
11	98,611	102,443	106,465	110,690	115,124	119,779
12	100,912	104,855	109,000	113,352	117,917	122,713
13	100,912	107,342	111,610	116,092	120,792	125,733
14	100,912	109,902	114,298	118,914	123,758	128,845
15	100,912	112,538	117,067	121,822	126,809	132,051
16	100,912	115,256	119,919	124,816	129,957	135,353
17	100,912	118,051	122,857	127,902	133,193	138,753
18	100,912	120,934	125,884	131,078	136,529	142,257
19	100,912	123,904	128,998	134,351	139,966	145,864
20	100,912	126,959	132,211	137,722	143,504	149,580
21	100,912	130,107	135,518	141,192	147,148	153,408

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

NBCT High Priority Schools - Table B - Salary Schedule - 11 month

*Must meet the eligiblity criteria for "teacher" as set forth by MSDE; PGCPS High Priority schools are those that meet the 'Low Performing School' designation as set forth by MSDE

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	90,520	93,948	97,546	101,323	105,290	109,453
05	92,576	96,105	99,812	103,703	107,787	112,079
06	94,694	98,330	102,146	106,154	110,361	114,781
07	96,875	100,619	104,551	108,678	113,012	117,564
08	99,120	102,978	107,029	111,279	115,742	120,430
09	101,433	105,409	109,579	113,958	118,556	123,383
10	103,820	107,912	112,204	116,717	121,453	126,424
11	106,276	110,486	114,914	119,560	124,435	129,556
12	108,803	113,142	117,700	122,486	127,510	132,783
13	108,803	115,878	120,571	125,501	130,673	136,107
14	108,803	118,693	123,526	128,605	133,933	139,528
15	108,803	121,593	126,573	131,805	137,294	143,059
16	108,803	124,579	129,710	135,100	140,751	146,689
17	108,803	127,656	132,943	138,491	144,313	150,427
18	108,803	130,825	136,273	141,989	147,981	154,282
19	108,803	134,092	139,699	145,588	151,762	158,249
20	108,803	137,453	143,231	149,295	155,655	162,337
21	108,803	140,916	146,868	153,114	159,664	166,548

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

PRINCE GEORGE'S COUNTY EDUCATORS' ASSOCIATION (PGCEA)

NBCT High Priority Schools - Table C - Salary Schedule - 12 month

*Must meet the eligiblity criteria for "teacher" as set forth by MSDE; PGCPS High Priority schools are those that meet the 'Low Performing School' designation as set forth by MSDE

July 1, 2025 - June 30, 2026

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Step	Bachelor's Degree	Bachelor's + 30 Semester Hours	Bachelor's + 45 Semester Hours or Master's/Equivalent	Master's/ Equivalent + 30 Semester Hours	Master's/ Equivalent + 60 Semester Hours	Doctorate
04	96,752	100,488	104,412	108,535	112,861	117,405
05	98,995	102,846	106,886	111,131	115,585	120,265
06	101,303	105,269	109,432	113,807	118,394	123,216
07	103,682	107,766	112,055	116,561	121,284	126,249
08	106,132	110,339	114,757	119,398	124,265	129,377
09	108,660	112,993	117,540	122,318	127,333	132,599
10	111,256	115,719	120,406	125,328	130,491	135,919
11	113,935	118,532	123,359	128,428	133,747	139,334
12	116,693	121,426	126,401	131,622	137,100	142,853
13	116,693	124,409	129,531	134,910	140,552	146,478
14	116,693	127,480	132,758	138,300	144,109	150,215
15	116,693	130,645	136,081	141,787	147,772	154,062
16	116,693	133,905	139,504	145,380	151,546	158,022
17	116,693	137,262	143,029	149,081	155,432	162,102
18	116,693	140,720	146,660	152,896	159,436	166,307
19	116,693	144,282	150,398	156,821	163,558	170,636
20	116,693	147,949	154,251	160,867	167,805	175,094
21	116,693	151,728	158,219	165,032	172,179	179,687

Please reference Article 22 of the PGCEA Negotiated Agreement for additional salary schedule information.

Prince George's County Public Schools
FY-26 PGCEA Differential Schedule
July 1, 2025 - June 30, 2026

Step	A	B
1	$1,931	$1,345
2	$2,176	$1,589
3	$2,420	$1,834
4	$2,665	$2,078
5	$2,909	$2,323
6	$3,154	$2,567
7	$3,398	$2,812

Adapted Physical Education Teacher
Assistive Technology Resource Teacher
Athletic Director*
Audiologist
Classroom Teacher - Deafness & Hearing Impairments
Home & Hospital Case Manager
Individualized Education Program Facilitator*
Occupational Therapist
Orientation & Mobility Instructor
Outreach Teacher*
Physical Therapist
Pupil Personnel Worker
School Psychologist
Social Workers
Special Education Professional School Counselor
Special Education Classroom Teacher*
Special Education Resource Teacher*
Speech Therapist
Vision Teacher

Special Education Coordinator

*Provisional, Per Diem and those teachers on Second Class Certificate status are not eligible for placement on the differential schedules.

Prince George's County Public Schools
FY-26 Home & Hospital Salary Scale
For Part-Time (non-benefit eligible employees)
July 1, 2025 - June 30, 2026

Years of Experience *	Hourly Wage
0 -- 5	$38.34
6 -- 10	$39.89
11 -- 15	$42.94
16 -- 20	$45.99

* Years of Experience as a Home & Hospital Teacher

PGCEA Compensatory Emoluments – Compensation Scale
Instructional Chairperson & School Based Activities
July 1, 2025 - June 30, 2026

ELEMENTARY SCHOOLS	
Compensatory Emoluments/Activities (Max of 2 per employee)	**Amount**
Enrichment Activity - 10 per school	$977.49
Service Activity - 10 per school	$1,104.67
Technology Coordinator - Elementary Only - (1-999) Number of students	$1,211.27
Technology Coordinator - Elementary Only - (1000-1999) Number of students	$1,471.70
Technology Coordinator - Elementary Only - (2000+) Number of students	$2,117.29
Testing Coordinator	$1,211.27
Instructional Chairperson Assignments (Max of 1 per employee)	**Amount**
Instructional Chair (2-4) Number of teachers in the department	$847.89
Instructional Chair (5-7) Number of teachers in the department	$908.45
Instructional Chair (8+) Number of teachers in the department	$969.01

MIDDLE SCHOOLS	
Compensatory Emoluments/Activities (Max of 2 per employee)	**Amount**
Enrichment Activity - 10 per school	$977.49
Middle School Newspaper	$2,196.04
Middle School Yearbook	$2,196.04
National Honor Society	$1,710.31
Service Activity - 10 per school	$1,104.67
Student Government	$1,104.67
Testing Coordinator	$1,211.27
Instructional Chairperson Assignments (Max of 1 per employee)	**Amount**
Instructional Chair (2-4) Number of teachers in the department	$847.89
Instructional Chair (5-7) Number of teachers in the department	$908.45
Instructional Chair (8+) Number of teachers in the department	$969.01

Combination Schools (i.e., K-8, K-12, 7-12, etc.) & Special Centers must follow guidelines for the appropriate grade levels.

HIGH SCHOOLS	
Compensatory Emoluments/Activities (Max of 2 per employee)	**Amount**
Academic Coach* - 3 per school	$3,020.91
Drama and Music (1-999) Number of students - 2 per school	$3,689.53
Drama and Music (1000-2000) Number of students - 2 per school	$4,929.87
Drama and Music (2001+) Number of students - 2 per school	$6,152.04
Enrichment Activity - 10 per school	$977.49
Forensic/Mock Trial	$2,779.87
Gymkhana (Senior)	$1,664.29
High School Class Sponsor (Grades 9-11) - 3 per school	$1,710.31
High School Newspaper (8 Issues With Ads)**	$2,948.22
High School Newspaper Without Ads**	$2,196.04
High School Science Fair Coordinator	$2,117.29
High School Yearbook With Ads**	$3,689.53
High School Yearbook Without Ads**	$1,736.96
Intramurals (Senior)	$1,664.29
National Honor Society	$1,710.31
Pom Pons (Senior)	$1,664.29
School Literary Magazine (Each Issue - Limit 2)	$1,835.08
Senior Class Sponsor - 2 per school	$2,196.04
Service Activity - 10 per school	$1,104.67
Student Government - 2 per school	$2,196.04
Instructional Chairperson/Teacher Coordinator Assignments (Max of 1 per employee)	**Amount**
Instructional Chair (2-4) Number of teachers in the department	$847.89
Instructional Chair (5-7) Number of teachers in the department	$908.45
Instructional Chair (8+) Number of teachers in the department	$969.01
Teacher Coordinator (1 for each of these subjects per school - English, Mathematics, Science, Social Studies and Special Education) High School Only	$2,422.53

** The Academic Coach assists students at risk of satisfying the 2.0- grade point average requirement for participation in extracurricular activities.*

*** High Schools are permitted 1 Newspaper and 1 Yearbook (either with or without ads).*

PGCPS

Prince George's County
PGCEA
Educators' Association