

**Negotiated Agreement
between
Prince George's County
Educators' Association
and the
Board of Education of Prince
George's County
July 1, 2007 to June 30, 2009**

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Article I

Preamble

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

To this end the Board and the 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.

1.01 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, 2007** through **June 30, 2009**. **Wages for FY09 will be subject to reopener negotiations.**

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

1.02 If any provision of this Agreement or any application thereof to any teacher or group of teachers 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 member's rights, privilege, salary or fringe benefit.

1.03 Any written communication to be given by one party or the other under this Agreement, will be given by telegram, registered mail, regular carrier or personally receipted mail. If given by the Board, said notice will be sent to the Prince George's County Educators' Association, 8008 Marlboro Pike, Forestville, Maryland 20747. Either party may, by like written notice, change the address at which notice to it may be given.

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

1.05 In accordance with *Education Article, Annotated Code of Maryland, Section 6-410, PGCEA*, or any group of employees represented by the 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.

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

1.07 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.

1.08 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 Deputy 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. Within ninety (90) days of the signing of this Agreement, the assigned committee members shall select the trainers/consultants to be trained in Interest Based Bargaining (IBB) techniques. The cost for such trainers/consultants shall be at the Board's expense. The committee will meet monthly or as otherwise mutually agreed to exchange views and information, address matters of interest and mutual concerns and explore opportunities for mutually advantageous ways to improve relationship between the parties and improve the effectiveness of the school system. The Labor-Management Committee will, as the parties deem appropriate, establish subcommittees to address particular topics of mutual interest that will enhance the work environment for staff.

The parties agree that this Committee is solely for the purpose of exchanging views and information and shall not be deemed or construed as a substitute for collective bargaining or the grievance process.

Article II

Recognition

2.01 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.

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

2.03 PGCEA recognizes its responsibility to represent fully and equally without discrimination, all certificated professional personnel contained in its unit in all relationships necessary in the administration of this Agreement.

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

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

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

Article III

Rights Of Representative Recognition

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

Excepting the period of time that there is an election to determine which employee organization shall be deemed the exclusive representative of the public school employees presently represented by PGCEA, PGCEA shall be the only employee organization with the right to distribute materials into the unit members' mailboxes at the various schools provided however, that unless the principal or authorized designee of a particular school can be proven to be

culpable of a violation of this provision, no grievance shall be filed by PGCEA or any of its members in the event of such a violation.

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

PGCEA shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for

the purpose of complying with any of the provisions of this article, or in reliance of any list, notice, or assignment, furnished under any such provision.

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

3.02 Exchange of Communications

The chairpersons of the PGCEA and the Board of Education negotiating teams shall arrange for an exchange of communications between the 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 the 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. The 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.

3.03 Professional Organization Involvement Leave

When the need arises, officers, committee chairpersons and members designated by approval of the Board of Directors of PGCEA may attend essential local, state and national meetings with no loss of pay or personal

or annual leave. No more than a total of 120 days effective July 1, 1996 and 150 days effective July 1, 1997, aggregate and cumulative for all professional employees or five (5) days for any one individual shall be approved in any school year. Exceptions to this provision shall be a ten-day maximum each for the elected treasurer of the Association and one other individual designated by the Association. Other exceptions may be granted upon approval by the Chief **Human Resources Officer**. When the immediate supervisor is unable to make emergency arrangements, the Board will be reimbursed by the PGCEA for the cost of substitutes used on a full or half-day basis.

Application for such leave shall be made in writing to the Chief **Human Resources Officer** as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. The PGCEA and its officers recognize and agree that this privilege should not be abused.

This section does not apply to summer school teaching or persons on eleven month contract.

The Board will develop appropriate leave codes for the Substitute Employee Management System "SEMS" for use when PGCEA members are absent from their work location for professional-organizational involvement leave.

3.04 Leave with Pay for PGCEA's President

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

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

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

Article IV

Personnel Policies

4.01 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 New Board of Education of Prince George's County.
2. **PGCEA:** The Prince George's County Educators' Association.
3. **Superintendent:** The Chief Executive Officer of the New Board of Education of 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 professional employee is administratively responsible.
6. **Principal:** The administrative head of a school building to which classroom teachers and other professional personnel are assigned as such by the Superintendent for the instruction of students.
7. **Itinerant Teachers:** A classroom teacher assigned to more than one school.
8. **Review:** To read, discuss and make suggestions relative to a particular topic.
9. **Faculty Representative:** The unit representative designated by PGCEA.
10. **Seniority:** Seniority shall be defined as the length of a unit 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 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 Section 4.12. Unit 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 an individual is placed back into the PGCEA bargaining unit after having served in non unit capacity within the school system, that individual may retain their full seniority rights provided that no present unit member loses their position as an immediate result of this placement.
 - c. The seniority list (system wide) shall be available in each school, at Board of Education offices, and at PGCEA Center 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, and JROTC instructors.

4.02 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 4.02

1. A "complaint" is any problem or misunderstanding that can be settled orally between the parties involved.
2. A "grievance" is any unsettled complaint by a unit member(s) or by the PGCEA on its own behalf of an alleged violation or misinterpretation of this Agreement except as provided in 4.08.F and 4.12.C herein.
3. An "aggrieved person" is a unit member(s) making the claim.
4. The term "unit member(s)" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
5. A "party of interest" is the person(s) making claim and person(s) who may be required to take action or against whom action may be taken in order to resolve the claim.
6. The term "days" shall mean days other than Saturday, Sunday and School Holidays. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

C. Procedures

A unit member(s) electing to use the grievance procedure is admonished 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 the PGCEA and the Administration.

Step One

A unit 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 school faculty representative and/or official PGCEA designee may meet with the parties involved. A principal who schedules such a conference may request representation from the office of the Chief Administrator for Human Resources.

Step Two

- a. In the event that the aggrieved person is not satisfied with the outcome of the oral conference or the principal 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 at each school within ten (10) days of said conference. If the aggrieved person so chooses, a PGCEA representative will assist in writing the claim.
- b. Within ten (10) days, the immediate 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 immediate supervisor, the grievant will, within ten (10) days by registered mail or by hand, cause to be delivered the copy of the complaint and its answer to the Chief Human Resources **Officer** and one to the PGCEA office. The Chief Human Resources **Officer** may schedule a meeting with the aggrieved party or may refer the matter to the appropriate Regional **Assistant Superintendent** for a conference, if such a meeting or conference might serve to resolve the grievance at this step. If the decision is made to schedule a meeting or conference, it shall be held at the earliest mutually convenient time within the fifteen (15) day response time period for this step. A PGCEA staff member may be present at the meeting or conference. In any event, the **Chief Human Resources Officer**, within fifteen (15) days from receipt of the grievance, shall render a written decision as to the solution. Copies will be sent to the aggrieved person, the immediate supervisor and PGCEA.

Step Four - Arbitration

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

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

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

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

4.03 Faculty Advisory Council

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

The Chairperson

Any three members of the FAC

The purpose of the FAC is to provide the teachers with a vehicle in 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 of any given school on internal matters and nothing in this Agreement shall be so construed as to authorize or enable the FAC to effect unilateral changes in County-wide educational policies as may from time to time be established in accordance with the laws of the State of Maryland.

- F. Minutes of every meeting, including all FAC recommendations, shall be prepared for release to the faculty. Any action on FAC

recommendations shall be reported on the agenda of the subsequent meeting and the Principal will inform the FAC of the rationale for the action. School administration will respond to concerns raised by the FAC in a reasonable amount of time.

- G. Upon the formation and organization of the Faculty Advisory Council, the chairperson of the FAC of each school shall send a copy of the roster to PGCEA and to the appropriate administrative officer designated by the Superintendent.
- H. Bargaining unit members, who are not assigned to a school faculty, may form a representative group to meet with the supervisors of such employees on a regular basis.
- I. **The head PGCEA Faculty Representative or designee shall serve as a representative to the school improvement/planning team.**

4.04 Work Year

- A. Professional personnel employed for ten months may be scheduled to work 192 days in the school year.
 - 1. Of the above number of days, one half day will be scheduled for teachers when students are not in attendance at a time near the end of each of the first, second and third grading periods in order that teachers will be able to devote such three one-half days to complete required reports and hold parent conferences.
 - 2. Of the above number of days one workday preceding the first student day and one workday at the end of the school year shall be scheduled by the principal exclusively for teachers' to work in their classrooms. In the event that adjustments to the Public School's Calendar result in only one non-instructional day remaining at the end of the teacher work year, teachers will be scheduled for one-half day to work in their classrooms.
 - 3. In preparation for the Middle States Evaluations of High Schools, the chairperson of each official faculty committee shall have scheduled the equivalent of one work day for the purpose of preparing required reports in the evaluation process. Official faculty committees shall be those determined in Section 1-10, including the subcommittees of Section 4 in the Evaluative Criteria edition being used by that school. The school-wide Chairperson of the Middle States Evaluation Committee shall have scheduled the equivalent of three (3) work days to complete report.
 - 4. Of the above number of days, one day shall be established by the Board of Education for student grading.
 - 5. New teachers shall have three (3) days assigned as pre-service days in addition to the 192 days scheduled for all ten month employees. These days will be scheduled by the Department of Staff Development for the purpose of professional development activities, team planning and employee activities. These days shall not be used as student contact or instructional days. It is expressly understood between the parties that failure to participate in these scheduled days shall not result in disciplinary action against an employee, including but not limited to reprimand, docked pay or loss of leave.

The Board of Education (BOE) shall provide reasonable make-up days and/or sessions to resolve any absences. The BOE may also waive the days at its discretion.
- B. Professional personnel employed for eleven months will work two hundred and twelve (212) days. Thirty (30) days prior to the beginning of the work year, eleven-month personnel will be provided with a copy of a tentative schedule listing when their required contract days will be worked. Where possible this schedule will be worked out after input from the affected employee. The schedule will provide a period of at least three consecutive calendar weeks when there are

not any duty days scheduled, unless there is mutual agreement to do otherwise.

- C. Twelve-month employees are expected to work on days schools are closed for emergencies unless the Central Offices are closed.
- D. 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. The final composition of the Calendar Committee will include a person currently assigned as a classroom teacher. The calendar prepared by the committee shall be submitted to the professional personnel for consideration. After consideration by the professional personnel the Calendar Committee shall consider their reactions before making their final recommendations to the Superintendent.
- E. If the designated committee determines that all JROTC positions assigned to Forestville Military Academy shall be converted to 12 month positions, then such employees shall, at the time such determination is final, become 12 month employees and be treated as such under the terms of this Agreement.

4.05 Work Day

- A. The "work day" is a day of regular duty. Unless extenuating circumstances do not allow for such, the start and closing time of the work day established at each work site shall not be changed without at least 5 days notice to staff. In the event that a change in start and closing times creates an undue hardship or has an adverse impact on a teacher, the teacher may seek an administrative transfer.
- B. The normal work day for professional personnel employed for ten months shall be 7 1/2 hours inclusive of lunch time. Unless otherwise agreed this shall be a continuous block of time. The time before and after school may be scheduled on a more flexible basis.
- C. All professional personnel 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.
- D. Each professional person shall be provided a lunch period free of duty each regularly scheduled school day as established by Maryland School Law. The period shall extend for at least thirty (30) minutes, unless the regular lunch period scheduled for students is for a lesser period of time, in which case, the unit members' schedule may coincide with the students', however, the Principal may schedule up to a thirty (30) minute duty free lunch period for teachers where the students' lunch period is less than thirty (30) minutes. At the elementary level, a total of thirty (30) minutes will be provided during the lunch/recess time period. Changes will only be made due to unforeseeable circumstances. The Principal is responsible for implementing this provision. Any difficulty in scheduling that would prevent this should be reported immediately to the Regional Executive Director.
- E. **The joint labor management committee will meet and discuss the scheduling of planning time for secondary classroom teachers and jointly identify solutions that will be submitted to the Superintendent and President of PGCEA.** Teacher planning time will be scheduled in accordance with the following procedures:
 - 1. Secondary schools: The Principal shall schedule a continuous block of forty-five minutes daily of planning time during the work day of 7 1/2 hours for each teacher.
 - 2. Elementary Schools and Special Education Centers: The Principal shall schedule 225 minutes of planning time for each teacher per

regular work week of five normal work days. In addition to the 225 minutes of planning time scheduled weekly, each Principal shall schedule a block of thirty (30) minutes or the time equal to scheduled student lunch and recess periods (but not less than 25 minutes) of daily uninterrupted planning time during student lunch and recess periods for each elementary teacher.

Monitors will also be provided for relief to teachers in special education center/wings with the understanding that the additional block of time may need to be scheduled at a time other than the student lunch and recess periods due to the nature of the needs of the student. The principal must ensure the appropriate professional care of the students.

It is understood between the parties that Monitors are hired for the express purpose of relieving teachers of certain non-instructional duties, during student lunch and recess periods, including but not limited to: supervising pupils in cafeteria, halls, lavatories and playgrounds.

It is further understood that exceptions to the foregoing provisions may be made only in cases of emergency or inclement weather. In such cases, an equitable schedule of relief will be developed and implemented. The Board of Education shall implement the plan to provide monitors for each district elementary and special education center with diligence; but in no case, shall the implementation be completed later than the first instructional day of the 2005 through 2006 school year.

The Principal will provide the planning time schedule at least one week in advance and changes will only be made in the event of unforeseeable circumstances.

3. Except as may be necessitated by G below, teachers will be responsible for determining the use of their planning time in accordance with F below.
 4. **Any bargaining unit member who volunteers, or is assigned to cover or teach a class other than their regular scheduled class shall be compensated in addition to their regular pay at the hourly rate of eighteen dollars (\$18.00) payable in no less than one (1) hour increments.**
 5. **In the event that a unit member is absent and no substitute is available and the principal divides a class between staff members, the unit members to whom the students are assigned shall be compensated in addition to their regular pay at the established long term degreed substitute hourly rate of eighteen dollars (\$18.00) for each Instructional period additional students are assigned to their classroom, payable in no less than one hour increments.**
 6. **Any bargaining unit member who covers lunch/recess duties in the absence of monitors shall be compensated in addition to their regular pay at the hourly rate of fifteen dollars (\$15.00) in no less than half hour increments.**
- F. 1. 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.
2. A task force of three representatives named by PGCEA and three representatives named by the Superintendent will study the scheduling of planning time for elementary classroom teachers and prepare recommendations that will be submitted to the Superintendent. The task force will be initiated no later than October 1, 2000, and the recommendations will be submitted to the Superintendent by December 1, 2000.

- G. Occasionally professional personnel 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.
- H. When schools are closed for any emergency, professional personnel 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. When an individual school is closed for an emergency, teachers will remain on duty unless the decision is made that the entire building is uninhabitable.
- I. Where administratively possible, the number of different rooms to which a teacher is assigned shall be held to the absolute minimum.
- J. Assignment to more than one teaching station in the same building shall be made on the following conditions:
 1. For educationally sound reasons such as implementation or flexibility in programming.
 2. Rooms between which the teacher must travel shall be located as conveniently near one another as possible.
 3. 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.
- 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 teachers. Itinerant teachers shall share in duties in proportion to the amount of time they are scheduled at any one site. An itinerant teacher shall not be assigned duties in excess of that which he/she would be assigned if full-time in one school. Principals are expected to be sensitive to each teacher's need to consistently have the full amount of planning time as provided by 4.05 E above for individual planning.

4.06 Teacher Assignment

- A. Secondary teachers will be assigned to their major or minor field of certification and should not be assigned more than three different subject preparations. In the event that scheduling necessitates a variation, the Principal shall give the reason in writing to the teacher. 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 person 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 Section 4.11 A.7 and 8 subject to the provisions contained in Sections 4.11 and 4.12 herein.
- B. Professional personnel returning to the County will be provided tentative assignments in writing by the Principal for the following school term on or before the last duty day for ten-month employees. Such assignment may not be changed after the last duty day unless unforeseen circumstances cause the Principal to make such changes. When changes need to be made, notification setting forth the reasons for the change shall be promptly given to the teacher at the address on file in the school. If the teacher cannot be reached by telephone, the notice shall be sent in writing.
- C. When a Principal has to assign a teacher to teach a subject outside the certified field(s) of the teacher, in order to avoid an involuntary transfer, the following shall apply:

1. The Principal must first consider volunteers.
 2. If there is no volunteer deemed by the principal to be qualified, seniority will be considered with the least senior teacher being assigned out-of-field, unless a more senior teacher has greater training or experience related to the out-of-field assignment.
 3. Once a teacher is assigned outside of the field in which certification is held for three or more classes per semester for a third consecutive semester, such teacher shall be required to commence taking courses toward certification in the new assigned field, or another field of certification selected by the teacher and approved after consultation with the Division of Human Resources, at the minimum rate of six credit hours per year. To the extent possible, all required content courses must be completed before the methods courses are taken.
 4. No teacher being fifty-five (55) years of age or older or having taught more than twenty-five (25) years in the Prince George's County Public School System will be required to obtain certification in a new field if reassigned in accordance with this Section 4.06C.
- D. Each elementary unit member has the option of leaving the room for planning time when their students are under the exclusive supervision of another certificated employee.
- E. The Principal shall be responsible for obtaining substitutes for classroom teachers who are absent. **The joint labor management committee will meet and discuss the substitute teacher scheduling and call-in process and jointly identify solutions that will be submitted to the Superintendent and President of PGCEA. This issue shall be the first topic of discussion for the joint labor management committee.**

F. Job-Sharing

With the approval of the Principal and the Chief Human Resources Officer, two teachers may volunteer to share a classroom teaching assignment. Approval of such job-sharing would be based upon educationally sound principles and assurance that the students involved will not be adversely affected by such an assignment.

In those instances where job-sharing is approved, the assignment will be for one year at a time. Extension of such an assignment will be based upon an evaluation of the successful completion of the educational goals and objectives set forth at the beginning of the assignment.

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

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

- G. 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 provide a duty free lunch and planning time per Section 4.05 D and E of the Agreement.
 - b. Telecommunications teacher's assignment will be based on scheduling availability, appropriate certification and principal approval.
 - c. Evaluation of telecommunications teachers will be the same process as with other teachers.
- H. 1. Assignments for 11 and 12-month unit employees will be tentatively made prior to the last duty day for 10-month employees

and will take into consideration the number of work sites and caseloads.

2. Employees who have a concern regarding his/her assignments should meet with his/her supervisor to discuss the situation. In the event the employee is not satisfied with the response from the supervisor, he/she 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.

I. Unit 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 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.

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

K. **Between January 1 and May 1 of each school year, Unit members responsible for writing student IEP's shall receive one (1) day of release time for the preparation of IEP's. Requests for additional release time for the preparation of IEP's will be made at the lowest possible level and promptly responded to and will not be unreasonably denied.**

1. **Agreed upon release time shall be in addition to any other district provided leave or preparation time.**

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

4.07 Non-teaching Duties

A. Teachers shall not be required to transport students. Teachers who volunteer for authorized trips must have prior written approval of the Principal or the Principal's designee except in case of emergencies. Such written notice shall designate the professional person as an agent of the Board.

B. Unless workable alternate procedures proposed by the FAC can be implemented, teachers may be required to collect and transmit money to be used for educational purposes, together with a record of the sum collected and the names of students who have paid. Any additional accounting procedures shall be the responsibility of the administration. The teacher will not be held responsible for the loss of such money if such loss is not due to negligence of the teacher. However, under no circumstances may a teacher be required to collect monies for insurance or charities, although a teacher may volunteer to do so.

C. Teachers shall not be expected to perform custodial duties. However, the teacher shall be responsible for maintaining reasonable order and cleanliness in the classroom, and for performing such functions as are a normal part of the teaching assignments.

D. Nothing in this Agreement shall be construed to discourage or preclude teachers from volunteering for extra assignments should they so desire.

E. Attendance at meetings of professional employees called for purposes directly related to the educational process shall be required duty of such professional employees. Faculty and other teacher meetings shall require notification at least forty-eight (48) hours in advance except in emergencies, and shall not normally last more than one hour before or after the student day. Except in emergencies there

shall be no more than two general faculty meetings per month excluding the months of **August** and June when three general faculty meetings may be held each month. Teachers will not be required to attend more than two meetings per month that extend beyond the normal duty day including the general faculty meetings nor will elementary teachers be required to attend more than four meetings per month during the teacher duty day unless there are unforeseen circumstances.

- F. Teachers are encouraged to take an active role in the school PTA and each teacher is required to attend Back to School Night.
- G. On days preceding scheduled non-workdays or days when schools are closed early (not scheduled early dismissal days) employees will be permitted to leave the building after student dismissal and their assigned responsibilities are met as developed by the procedures outlined in Section 4.05 H.
- H. **The Board shall perform a building by building and region by region comprehensive study of how time is used and of the workload issues of Unit I employees. This study would be used to identify redundancies in data gathering, unnecessary non-instructional duties and used to formulate strategies to improve teacher efficiency in reporting on student progress, delivering instruction, completing appropriate school-wide tasks and maximizing student learning.**

The parties recognize the need to minimize the paperwork requirements for bargaining unit members. To help facilitate this objective, the parties agree to establish a district level Paperwork Control Review Committee. A task force of three representatives named by PGCEA and three representatives named by the **Superintendent** shall study and recommend procedures to the **Superintendent** for eliminating, reducing, revising and consolidating employee paperwork requirements.

4.08 Teacher Evaluation and Rating

- A. When a professional is evaluated by that person's supervisor, the completed evaluation forms shall be signed by the professional person in the presence of the immediate supervisor and a copy given to the teacher at that time. The teacher's signature acknowledges receipt of the evaluation form and does not necessarily indicate agreement with its content.
- B. A continuing program of evaluation of teacher performance based in part on personal observation is required. Whenever it appears that any aspect of a tenured teacher's classroom performance is less than satisfactory, the Principal shall notify the teacher in writing and shall follow such notification with a conference to suggest necessary improvement, and shall make at least one classroom observation which shall be announced to the teacher at least two days in advance. Additional classroom observations may be made without advance notice. No less than a satisfactory evaluation may be given to a teacher without prior notification and conference. All evaluations which are less than satisfactory must be given to the teacher on or before June 1st, and all other evaluations must be given to the teacher before the last duty day for teachers.
- C. Any person 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 that person's 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 teacher begins service, a copy of the evaluation form will be provided for the teacher by the Principal.

- E. The Board will follow State Board of Education Guidelines for Evaluation of Probationary Teachers, a current copy of which is appended to this Agreement. One of the observations of probationary classroom teachers will be announced at least two days prior to the observation.
- F. In the event that the procedures of Section 4.08 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.

4.09 Announcement of Vacancies

A. Definition:

Positions paying a salary differential, positions beyond the regular ten-month teacher contract including positions on the administrative-supervisory level that have been declared vacant by the Superintendent, as well as any ten-month positions which do not require a 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 the negotiating unit are excluded. During the summer months, vacancies will be publicized **on the Prince George's County Public Schools' website**. Acting positions of short duration to maintain continuation of supervision or administration are not subject to provisions of this procedure.

B. Procedure:

1. These vacancies will be adequately publicized by the Superintendent or designee.
2. These vacancies will be posted **on the Prince George's County Public Schools' website** as far in advance as possible but not less than fourteen days before the position is to be filled. A copy of said notice will be given to the PGCEA at the time of posting. Employees who desire to apply for such vacancies will submit their **letter of interest and resume** to the Superintendent or designated representative within the time limit specified in the notice. The receipt of all such applications will be acknowledged in writing. A standard form will be used.
3. All qualified employees will be given the opportunity to make application for these vacancies. The Division of Human Resources agrees to give due weight to the professional background and the attainments of the applicant.
4. Professional persons 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.
5. Announcement of appointments will be made through Board publications and a list will be given to the PGCEA.

4.10 Procedures for Implementing Voluntary Transfers

A. General Criteria:

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

1. Factors to be considered:
 - a. Certification for the position desired.
 - b. Tenure status; i.e., except in unusual circumstances, only tenured teachers will be considered for voluntary transfers.
 - c. Seniority.
 - d. Satisfactory evaluation.
 - e. Professional qualifications and competence relative to the needs in an available position.
 - f. Proximity to place of residence.

- g. A need for the position to be filled by a particular race in order to keep the school in compliance with the racial balance test approved by the courts.
 - h. Other relevant factors.
2. Any request for transfer must be submitted on **an electronic form as part of the Transfer Consortium Database. The Transfer Consortium Database will be developed and implemented through a collaborative effort between the Human Resource Division, Information Technology and PGCEA. Between January 15 and March 15, teachers will have the opportunity to submit an electronic application and any other supplemental information in support of the transfer request to the Human Resources division. Through the Transfer Consortium Database, teachers will also have the opportunity to sign up for an interview with the Principal for the school in which they are seeking a transfer.**
 3. All voluntary transfers shall be acceptable to the receiving Principal.
 4. Requests for voluntary transfers to known vacancies may be submitted after March 15, but will be considered only in extenuating or unusual circumstances and only from teachers with five or more years of service in the Prince George's County Public Schools System. The request made after March 15 must be submitted on the transfer form to the teacher's current Principal who shall forward the request, together with the Principal's recommendation, to the Division of Human Resources. The Chief Human Resources **Officer/designee** shall take final action on the request.
 5. When a teacher whose performance has been satisfactory in a full-time assignment is reassigned to an itinerant position and subsequent to the itinerant assignment a full-time vacancy occurs in one of the assigned schools, the teacher will be given priority consideration for reassignment to the full-time vacancy, if said teacher expresses a desire for the full-time assignment.
 6. On request, during the months of September through March, the Division of Human Resources will supply to the PGCEA a list of vacant teaching positions as they exist on the 15th day of the month and, as appropriate, a list of involuntary staff reductions for the same date. Between April 1 and September 1, the Board shall inform PGCEA of vacancies on a bi-weekly basis.

B. Transfer Procedure

1. When the Division of Human Resources receives official notification (between April 1 and **July 15**) that a position will be vacant for the subsequent school year as a result of the incumbent's promotion, resignation, retirement, receiving an approved leave of absence or leaving the Board's employ for any other reason, the vacancy created (i.e., the primary vacancy) will be filled in accordance with the procedure enumerated below.
 - a. The transfer applicant must be offered an interview by the receiving Principal or designee between **April 1 and July 15**.
 - b. The transfer applicant must have agreed in writing to accept the transfer **as well**. Written acceptance from the Principal and transfer applicant must be received in the Division of Human Resources within one (1) week after the interview.
 - c. The Division of Human Resources will establish lists for each subject field assignment for each secondary school and a list for each elementary school. The lists will include a maximum of the five (5) most senior transfer applicants who have been accepted by the Principal and who have submitted their written acceptance for transfer. The lists shall be valid until **July 15**. Vacancies shall be filled from these lists. If no applicants were available to establish the lists, vacancies may be filled by anyone who filed a Transfer Form or by a new hire.

- d. Agreement to accept a transfer may be withdrawn by the transfer applicant anytime before a transfer is approved by the Division of Human Resources.
 - e. It is understood that a transfer applicant's written agreement to accept a transfer will not be valid if at the time a vacancy occurs a new Principal has been assigned to the school or the vacancy involves an out-of-field assignment. In either case the Division of Human Resources will make one attempt to contact the transfer applicant by phone to ascertain whether or not the applicant still wants the transfer.
 - f. When the Principal at the receiving school is not reassigned or an out-of-field assignment results after a transfer has been effected, the transferee may refuse the transfer and return to the former position only if said position has not been filled and school has not started.
 - g. Once the official notification of the approved transfer has been mailed from the Division of Human Resources to the transfer applicant, the applicant will be ineligible for a voluntary transfer until the end of that school year.
2. Vacancies occurring as a result of the filling of any vacancy as specified above may be filled by anyone who files a Transfer Form or by a new hire.

4.11 Involuntary Transfers

- A. The Board and PGCEA recognize that valid educational principles compel the staffing of each public school to be predicated upon such considerations as school enrollment factors and ratios related to race and/or sex of its professional personnel and to that extent involuntary transfers may need to be effected from time to time in order that the Board may conform to such guidelines or criteria of employment as the approved County Board of Education Staffing Formulas or as required by appropriate State and/or Federal Authorities. When such transfers have to be effectuated the Principal shall submit to the Division of Human Resources no later than June 1, the names of any teacher(s) who have been declared staff reductions in accordance with the following procedures applied in sequential order:
 1. Volunteer(s) shall first be sought (a teacher who volunteers to become the involuntary transfer will be given the same consideration in determining the school transfer as is given to other involuntary transfers),
 2. Persons holding less than a standard certificate in the subject or teaching level to which they are assigned shall then be selected and
 3. Should the previous two steps not satisfy the required transfer, the decision shall be made according to:
 - a. The least senior person in the County in that school within the category affected.
Categories are as follows:
 - (1) **Early Childhood**
 - (2) Elementary (1-6)
 - (3) Elementary subject areas of music, physical education, librarian, reading, guidance.
 - (4) Middle School subject area
 - (5) High School subject area
 - 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.
 4. The Principal shall notify a teacher in a private conference by June 1 that the teacher will be a staff reduction. Final notification

will be given in writing by the Division of Human Resources after notification by the Principal.

5. If a teacher is involuntarily transferred during the school year or after the opening of school for any one year, the salary shall not be reduced for the remainder of the year.
 6. Teachers to be involuntarily transferred will be reassigned ahead of teachers returning from an approved leave of absence and new hires. After **July 15**, teachers to be involuntarily transferred will be reassigned ahead of teachers requesting voluntary transfers.
 7. In referring teachers who had been declared staff reductions to existing vacancies, systemwide seniority in the subject area will be the determining factor in establishing the order of referrals.
 8. A person to be involuntarily transferred requesting referrals shall be referred for a maximum of two interviews to Principals of schools where there are appropriate vacancies if such exist. A maximum of two (2) work days after the referral will be permitted for the teacher to advise the Division of Human Resources regarding the acceptance or non-acceptance of the position. If a teacher does not accept any of the positions to which referred, the Division of Human Resources will assign the teacher to an existing vacancy.
 9. The June 1 deadline above is based upon estimated pupil enrollment and preliminary staff allocations. Changes in student enrollment after June 1 may result in further staff reductions prior to the opening of school. A teacher affected by such a change however may request within five (5) days of notification a conference with the Regional **Assistant Superintendent** or designee. A PGCEA representative may be called in by the teacher.
 10. Any teacher who is involuntarily transferred after the first work day for returning teachers at the beginning of a school year shall not be involuntarily transferred again after the first day of a new school year for three succeeding years. A teacher involuntarily transferred after the first work day who wishes to request a voluntary transfer out of the new assignment must do so on the appropriate form in accordance with the provisions of Article 4.10 B. If said teacher does file a timely request for transfer, the teacher shall be considered as an involuntary transfer and will be given the same consideration in determining school transfer as is given to other involuntary transfers. No involuntary transfer for reasons of correcting prior scheduled staffing will be made after September 30, except if special, unanticipated problems arise in secondary assignments, an involuntary transfer may be effectuated at the secondary level until October 15.
- B.** An administrative transfer requested by the immediate supervisor for a reason other than reduction in staff or change in ratio must be approved by the Chief Human Resources **Officer** prior to the completion of the transfer. The teacher shall be given written notification with specific reasons of the transfer by June 1 or in the event notice is given thereafter the Chief Human Resources **Officer** and the President of PGCEA or their designees shall meet to resolve problems not hereunder covered.
- C.** The grievance procedure may be applied to Section 4.11 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.

4.12 Reduction in Force

In any reduction of professional personnel necessitated as a result of budgetary actions, declining enrollment or curriculum and/or administrative reorganization, professional personnel shall be laid off solely on the basis of certification in the subject field assignment and

on system-wide seniority as defined in Article 4.01.10. For purposes of this section, all elementary teachers (1-6) 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 professional personnel 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 effected 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 Class II 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 teachers on lay-off qualified to fill a vacant position, or (b) all qualified professional personnel on lay-off decline the offer to fill the vacancy.

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

Employees on lay-off shall be granted, during the period that they are vested with recall rights, the option of paying 100% of the premiums due on any hospitalization, dental insurance, optical insurance, life insurance or health maintenance organization plans as the Board may have available for its employees at the time of lay-off, provided that the insurance coverage is such as to permit this participation.

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

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

4.13 Job Security

During the pendency of this Agreement, no permanent employee will lose employment due to services being provided by an outside contractor, provided that such employee will accept temporary assignment to a position on the same Teacher's Salary Schedule to which such employee 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 employee. Under such circumstances the provisions for Involuntary Transfer (4.11) and Reduction-in-Force (4.12) will apply.

4.14 Termination or Non-Renewal of Contract

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

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

4.15 Rights and Privileges of Unit Members

A. A teacher 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 teacher'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 teacher on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, or membership in any teacher organization.

D. Academic Freedom

1. In performance of their teaching functions, teachers 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 teacher 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. Teachers 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 teachers adhering to the above procedures and shall in no way recriminate against same so long as said teacher adheres to the procedures outlined above. Nothing herein is, however, to be so construed as to render immunity to any teacher for acts which are libelous, slanderous, or which in any way violate the civil rights of others.
5. Student grade changes will be handled according to "Administrative Procedure 5121."
6. Efforts should be made to schedule parent conferences at mutually agreeable times and to provide at least 24 hours notification of the conference unless the Principal determines that it is an issue that needs immediate attention.
7. The principal will inform the teacher by September 30 as to the schedule for submitting student grades at the end of each marking period in compliance with the Board adopted school calendar. Teachers will not be required to submit (**interim, semester or final**) grades prior to the end of the duty day established for grade completion by the Prince George's County Public Schools calendar.

E. Teachers' Rights

1. Any complaints regarding a teacher made in writing to any member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating a teacher shall be processed according to the procedure as follows: The Principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.
 - a. Any discipline of an employee by a Supervisor shall be conducted in private.
2. During the time of employment, a teacher shall be notified of any material of which the teacher does not have a copy and which is to be entered into that teacher's personnel file. At the teacher's request and expense, a copy of such material will be provided. No material of a confidential nature necessary precedent to employment or other letters of reference will be available to the teacher.
3. Professional persons may personally review their own personnel folder, except for confidential reference material, by submitting in writing a letter to the Chief Human Resources **Officer**. Such persons shall be able to review their folder within ten (10) days after receipt of request.

If, upon review of the personnel folder, a teacher determines there is material of a negative nature contained therein, the teacher may submit a letter of explanation or rebuttal to be inserted in the personnel folder.

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

With the exception of copies of the official teacher evaluation, no school-based written data in a teacher's file may be transferred to another school when a teacher is voluntarily or involuntarily transferred to another school or office.
4. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without cause.
 - a. The existing legal and contractual rights of the Board of Education and its professional personnel as represented by the PGCEA Inc. with respect to suspension or dismissal of teachers, and other professional personnel by the Superintendent of Schools or by the Board of Education and the existing legal and contractual rights regarding the issuance of Class II teacher

certificates and the classification of teacher certificates by the County Superintendent shall remain in effect during the term of this Agreement.

- b. An employee temporarily reassigned to an alternate location as a result of an investigation conducted solely by the school system shall not be so reassigned for a period greater than 45 days without a final report being issued and a decision being made by the Office of the Chief Human Resources **Officer** regarding the employee's employment status. If extenuating circumstances prevent a final report from being issued or a decision made regarding the employee's status within 45 days, the Office of the Chief Human Resources **Officer** shall notify the employee as soon as practicable and the temporary assignment shall continue.
5. The personal life of the teacher or the participation or non-participation in religious, political or teacher association activities of a teacher 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.
 6. The Board believes that all of its employees have the right and obligation to be informed and active citizens. The Board, therefore, guarantees to all of its employees 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:

- a. The Board will not endorse any employee seeking public office.
- b. Employees of the Board may not use their position to exploit students, parents or Board employees in the interest of their campaign.
- c. Employees of the Board may not campaign while on duty during the normal working day.
- d. Employees of the Board 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.
- e. Employees of the Board, 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.
- f. Employees of the Board, 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.
- g. Employees of the Board, if elected or appointed to public office representing a conflict of interest with the duties usu-

ally discharged by personnel employed by the Board, shall be required to resign or to request a leave of absence without pay for the full term of the office.

- F. Teachers are encouraged to bring to the attention of the Principal conditions which they consider may be unsafe for students or teachers, for review and, as appropriate, for referral to the appropriate school authority. Thereafter, if the teacher is still concerned, the teacher may request further review by the Regional **Assistant Superintendent**. If in a specific situation the President of PGCEA believes further consideration is appropriate, the President may request review by the Superintendent of Schools.

4.16 Teacher Facilities, Equipment and Supplies

A. Provision of General Facilities

To the extent possible, the Board shall make the following facilities available to professional personnel at their base school:

1. A furnished air-conditioned room to be reserved for the exclusive use of faculty, all employees, excluding administrators and supervisors.
2. A suitable desk, chair and file cabinet.
3. A private place for storage of material at each school to which itinerant teachers are assigned and where it is administratively feasible.
4. A rest room or rest rooms reserved for the exclusive use of faculty and staff. The rest room is to be kept clean and adequately supplied. It is understood that common facilities used by the staff must be maintained in an orderly condition by those using the facilities.
5. Adequate parking space.
6. A general teacher work area containing equipment and supplies necessary for the preparation of instructional materials. Principals should be aware of the needs of teachers 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 Regional **Assistant Superintendent**.
7. A general space for the storage and display of professional books and literature.
8. Separate dining tables for teachers and other staff members within the school lunchroom or in another room which may be available.
9. Adequate lighting in the parking lots of all schools.
10. Adequate security for all school and school-related activities.
11. Adequate telephone service in each school consistent with budgetary restrictions.
12. Summer school and summer workshops which are offered in air-conditioned schools, unless physically impossible.
13. A secured area within existing facilities for each teacher to store materials used in the classroom, as may be feasible.
14. A smoke free environment, except for one smoking area to be available upon request until August 31, 1992. During the term of this agreement the Board shall continue to make smoking cessation classes available to unit members.

B. Access to Facilities by Professionals

1. During regular school hours, the faculty rooms shall be open at all times for those professionals 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 faculty after school hours.

3. School system telephones may be used for essential local calls.

C. Education Specification Committee

The Board shall appoint a teacher to all Education Specification Committees for new construction or renovation of schools.

4.17 Control and Discipline

- A. The Principal is charged with the responsibility for the total conduct in the total educational program to which assigned.
- B. Teachers and Principals shall have the authority granted by law and shall exercise responsibility for the control of pupils within their classes and the school program for which they have accepted responsibility.
- C. The maintenance of normal school classroom discipline is the responsibility of the teacher. Procedures for handling disruptive students both within and without the classroom will be developed in accordance with County educational policy in each school by the Principal or duly appointed designee and the faculty.
- D. When in the judgement 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 teacher and the Principal or Principal's designee may elect to use an exchange of written notes 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 teacher on the Discipline Referral Form. In the event the Principal fails to take any action within four (4) working days, or if the teacher is not satisfied with the action indicated, the teacher may request that the situation be reviewed by the **Regional Assistant Superintendent**. The Principal's decision is to be implemented pending a review by the **Regional Assistant Superintendent** which is to be completed within seven (7) student days of receipt of the teacher's request. However, if the **Regional Assistant Superintendent** does not complete the aforementioned review within seven (7) student days, at that point the student will again be excluded from class pending resolution of the matter by the **Regional Assistant Superintendent**.
- E. Teachers 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. A task force of three representatives named by PGCEA and three representatives named by the Superintendent will prepare recommendations for changing the Student Code of Conduct in the area of inappropriate language by students. The recommendation will be submitted to the Superintendent by February 1, 2001.
- G. The Board 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 member performing his/her duties.

4.18 Professional Liability Protection

Any criminal action, civil suit, or loss or damage to personal property occurring to a professional person while acting within the scope of the employee's duties and resulting from an act alleged to have been performed by such personnel in the performance of such duties shall be promptly

reported to the Board or its designated representatives. The Board of Education shall provide legal counsel or at the Board's discretion may provide reimbursement for the reasonable expenses of the legal defense of any criminal charges arising from an incident occurring while the teacher was performing assigned duties for the Prince George's County Public School System, provided it is evident to the Board of Education that such criminal charge is without cause or justification. Time lost by professional personnel in connection with any such aforesaid action shall be handled as follows:

1. Time for appearance as a defendant or witness before a judicial body or legal authority shall result in no loss of salary or accumulated sick or personal leave.
2. In case of disability professional personnel salary shall continue in full without reduction in accumulated leave. If Workers' Compensation payment is forthcoming the amount shall be deducted from the salary.
3. In the event that total disability results due to the incident mentioned in this section, the Board of Education shall pay the difference between compensation payment and the contractual salary of the employee without reduction of accumulated leave.
4. The length of time for which one receives compensation under this section shall be determined by the Workers' Compensation ruling.

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

4.19 Authorized Leaves With Pay

A. Attending College or University Courses

1. A professional person duly registered for a college or university course leading to expanded professional competency and it appearing to the **Regional Assistant Superintendent** 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 said professional person makes up during that week any time lost within that week to attend the course. The employee may be allowed to be absent from assigned duties only during the time such duties do not include assigned supervision of children; however, attempts must be made to schedule courses outside of the regular duty day.
2. When a professional person is in attendance at a professional meeting or in-service activity approved by the Chief Educational Administrator, that person shall be allowed the opportunity of leaving as stated above.
3. Upon a request by a **Regional Assistant 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 teacher's absence from duty on the day or days immediately preceding the end of the school year.

B. Court Appearance and Jury Duty

1. A professional employee shall be entitled to up to two days of paid leave in any school year if subpoenaed as a witness in a court proceeding where the subpoenaed employee is expected to testify on a matter pertaining to a present or former pupil of

such employee, or as a witness to or victim of a violent crime. If a ten or eleven-month professional employee is subpoenaed on a matter pertaining to a present or former pupil on one or two days the employee is not scheduled to work, the employee will be paid for the one or two additional days at that employee's per diem rate.

2. Any witness fees received for a court appearance must be endorsed over to the Board and forwarded to the Payroll Office.
3. When a professional employee is drawn for jury duty, the employee shall receive full pay provided a written statement is furnished showing time served and expenses received from the Court.
4. If a professional employee appears as a witness for the Board with or without a subpoena, no deduction shall be made from salary.

C. Bereavement Leave

1. On the death of a child, step child, parent, step-parent, parent-in-law, grandparent, **grand-parent of spouse**, legal guardian, grandchild, brother, sister, husband, wife, son-in-law, daughter-in-law, **brother-in-law, sister-in-law, qualified domestic partner**, or anyone who has lived regularly in the household of the unit member, such unit member shall be allowed four (4) work days of absence from school without loss of salary. One of the four (4) days must be the day of the observance, except when it is held on a weekend or a holiday. **On the death of an aunt, uncle, niece, or nephew, employees shall be allowed two work days of absence from work without loss of salary.** Proof of death **and/or relationship** may be required if, in the opinion of the immediate supervisor, the employee has abused the privilege.
2. Any exceptions to the above may be made by applying to the Chief Human Resources **Officer** whose decision shall be final.

D. Military Leave

1. A full-time employee 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 employee 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 person 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 person's immediate military commanding officer and approval by the Chief Human Resources **Officer**.

2. Any employee 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 employee 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.

E. Worker's Compensation Leave

A professional employee 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. 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.

F. Personal Leave

Professional personnel employed on other than twelve-month contract may be absent from duty without loss of pay up to four (4) days during any school year.

A written record of intended absence shall be submitted on the appropriate form to the Principal or immediate superior at least one (1) day prior to the intended absence. No specific reason for such personal leave shall be required or solicited except as noted in item 2 and item 5 below. In case of emergency, the appropriate school official shall be notified prior to the beginning of the duty day of intended absence.

Rules regarding personal leave are as follows:

1. Notification of intended use of personal leave shall be made in writing.
2. Leave immediately before or after a holiday, emergency makeup, vacation or staff development day(s) may be requested for reason and must have final approval from the Chief Human Resources **Officer**. Such leave request must be received by the Office of the Chief Human Resources **Officer** at least two weeks in advance. Unless officially notified of the Chief **Human Resources Officer's** decision no later than five (5) days after receipt of the leave request by the Office of the Chief Divisional Administrator, the requested leave will be approved.
3. No personal leave will be granted on staff development days **or on HSA testing days, except as approved in writing from the Chief Human Resources Officer/designee.**
4. No personal leave will be granted during the last five (5) days of any school term except as may be approved in writing from the Chief Human Resources **Officer**. Consideration for approval will be confined to those applications wherein this time is essential for summer school attendance as certified by the registrar of any regularly recognized college or university.

5. Personal leave shall not be cumulative.
6. Unused personal leave will be transferred to accumulated sick leave at the end of the year.
7. **Unit 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.**

G. Professional Growth Leave

Upon approval, **Unit I members shall be granted a professional development day each year** without loss of pay or personal leave to **enhance their skills and qualifications, promote staff development, improve instruction or provide professional service to another district or to a state or national organization recognized by the district. By special request, additional days may be granted by the Deputy Superintendent/designee and will not be unreasonably denied.**

H. Sabbatical Leave

On recommendation of the Superintendent, the Board of Education may permit qualified members of the professional staff 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 teacher's competence or for such other purposes as may be recommended by the Superintendent of Schools and approved by the Board of Education.

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

During the period of sabbatical leave, such employee shall receive one-half the salary of the year in which the leave is granted, not to exceed the MA + 30 hours maximum scale, 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 teacher'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, employees will be notified whether or not they have qualified for sabbatical leave.

5. Provisions of Leave

- a. Employees 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. Employees 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. Employees 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. Employees 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 employee 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 employees 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 employee 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.

I. Selective Service System Examination Leave

Absence from duty by a professional employee for the purpose of Selective Service examination shall be an authorized leave with pay. Over one (1) day shall be deducted from sick leave.

J. Sick Leave

Sick leave, with pay, shall be provided for professional employees as hereafter stated:

1. An employee 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. An employee 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.

An employee 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, an employee will be entitled to one (1) additional day. After twelve (12) years of employment, an employee will be entitled to two (2) additional

days. After thirteen (13) years of employment, an employee will be entitled to three (3) additional days. After fourteen (14) years of employment, an employee will be entitled to four (4) additional days.

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

An employee 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:

- a. Ten (10) days shall be available at the beginning of the school year for ten (10) month employees, eleven (11) days for eleven (11) month employees and twelve (12) days for twelve (12) month employees. For those employees 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 an employee 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 teacher is abusing sick leave privileges. A doctor's certificate may be required weekly for absences exceeding five (5) consecutive work days, except where the certification specifies disability exceeding five (5) consecutive days.
4. *Retention of Sick Leave:*
Accumulated sick leave for all ten-month employees 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 employees 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 teacher 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 after September 1, 1966. 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 employee, 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 member of the unit with one or more years of service in Prince George's County who does not earn annual leave may use **up to the maximum of their annual allotment** of accumulated sick leave for serious illness of members of the family residing permanently in the household. The employee 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 member of the unit 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. Employee's Sick Leave Bank

An Employees' Sick Leave Bank will be established effective July 1, 1978.

a. All unit members on active duty with the Prince George's County Public Schools are eligible to participate in the Sick Leave Bank. A teacher 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.

Employees who elected not to join the Sick Leave Bank upon first becoming eligible have a six-month waiting period after joining the Bank before becoming eligible to use the Bank. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to use the Bank for payment for qualifying incapacitating personal illness during regularly scheduled duty days.

b. The Sick Leave Bank will be administered by a three (3) member approval committee appointed by the President of the 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 member and the Division of Human Resources.

c. The rules for the Sick Leave Bank will be established by a four (4) member Rules Committee, two (2) members appointed by the President of the 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.

d. The contribution on the appropriate form will be authorized by the unit member and continued from year to year until cancelled in writing by the unit member. Sick leave properly authorized for contribution to the Bank will not be returned if the unit member effects cancellation. Cancellation on the proper form may be effected at any time and the unit member shall not be eligible to use the Bank as of the effective cancellation date.

- e. Contributions shall be made between July 1 and October 1, except for 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 Bank. Unit members returning from extended sick leave or disability leave will be permitted to contribute to the Bank only after approval of the Approval Committee.
 - f. The annual rate of contribution for the 2006-07 school year shall be one (1) day of sick leave. Annual rate of contribution for future years shall be determined by the Rules Committee and announced prior to July 1 of each year.
 - g. 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 member is scheduled to work. In no case will the granting of leave from the Bank cause a unit member to receive more than annual salary.
 - h. Members must use all accumulated sick and annual leave before applying for leave from the Bank. Applications for use of the Bank shall be made on the required form and submitted to the Approval Committee.
 - i. The first thirty (30) consecutive calendar days of incapacitating illness or disability must be covered by the employee's own accumulated sick leave, annual leave, or leave without pay the first time said employee qualifies for a grant from the Bank. For subsequent grants from the Bank, the first ten (10) calendar days of incapacitating illness or disability must be covered by the employee's own accumulated sick leave, annual leave, or leave without pay.
 - j. The Department of Human Resources will receive and review the decision of the Approval Committee from the Bank. If the grants from the 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 Bank grants to be paid by the Prince George's County Public Schools to the member and shall forward the Bank grants to the appropriate 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.
 - k. Bank grants will not automatically be carried over from one fiscal year to another. All Bank grants will end as of the last duty day of the school year and must be renewed through the Approval Committee each school year.
 - l. If a unit member does not use all of the days granted from the Bank, the unused Sick Leave Bank days will be returned to the Bank.
 - m. 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 Bank proportionally.
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.
- K.** 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.

L. Annual Leave

1. Professionals 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 professional 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 April 21, 1978.
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.

M. 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.

N. Paid Maternity Leave

Employees in the bargaining unit with at least six (6) months of service shall be eligible for up to ten (10) paid days of maternity leave from the district in addition to any other accrued leave. If the employee chooses not to take all or part of said days, the employee shall have no entitlement to be paid for any/or all of the unused days.

4.20 Authorized Leaves Without Pay

- A.** The benefits accrued from a leave of absence without pay shall be as follows:
 1. Shall maintain step on the salary scale.
 2. The option of paying 100% of health insurance plans.
 3. The option of paying 100% life insurance.
 4. Shall maintain all accumulated sick leave.
 5. The right to an equivalent position to the one vacated at the beginning of leave. However, reinstatement will be determined by the Board based upon the availability of a position in the individual's field of preparation. Reinstatement will be dependent upon an employee's maintaining certification. Such person, when qualified, will be placed before a new person is hired. In returning teachers 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 an employee during that period of continuing temporary disability causing such employee 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 employees shall be entitled to a maximum of thirty (30) consecutive duty days, during the ten-month school year

for ten-month employees, commencing with the date that said employee's physician certifies the existence of the temporary disability having been occasioned from the pregnancy and the need of the employee to be absent from work. During the period of such pregnancy leave, the employee 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 employee's physician is to certify that the employee is able to return to her regular assignment and, except for those qualified employees entering upon maternity leave, the employee shall be reinstated to the same position she held when the leave began.

In all cases of disability related to pregnancy where the employee is unable to return to work upon the conclusion of the maximum thirty (30) consecutive duty-day period of pregnancy leave, the employee, if not qualified to receive the benefits of a paid leave through utilization of accrued/unused sick leave, participation in the Sick Leave Bank or maternity leave, the provision for which is detailed in paragraph numbered 2 immediately hereafter, shall, nevertheless, be entitled to apply for and receive a status of authorized leave without pay and be entitled to the same rights, including reinstatement, as are set forth in Section 4.19 A of this Agreement, provided that said employee furnishes the Director of Human Resources, at the time of such application and every four (4) weeks thereafter, with certifications from her physician confirming said employee's inability to return to her regular employment and specifying the nature of the disability having resulted from the pregnancy. The employee must furnish the Office of Professional Personnel with a doctor's certification attesting to the termination of the disability and affirming that the employee is physically able to return to regular employment within ten (10) days after the cessation of the disability in order to maintain her rights under 4.19 A.

2. *Maternity Leave*

A tenured employee 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 employee 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 employee is on maternity leave to the full amount of annual leave days earned and accumulated.

In order for an employee to be entitled to maternity leave, said employee 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 employee 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 employee 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 employee 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 an employee may be taken during the period said employee is on adoption leave to the full amount of annual leave days earned and accumulated.

In order for an employee to be entitled to adoption leave, said employee shall be required to inform the appropriate supervisor as soon as the employee has definite knowledge of the date of the anticipated adoption. Said employee 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 employee 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 professional employee who is inducted or enlists in any branch of the military service, the Peace Corps or the Domestic Peace Corps shall be granted leave without pay. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which would have been achieved had that employee remained active in the system during the period of absence up to a maximum of two years.

D. **Early Release Leave**

A professional employee, 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 appropriate official as far in advance as possible in order to insure continuity in the program of instruction for that employee's students in his classes.

E. **Teaching and Other Leaves**

Any professional employee on tenure covered by this Agreement may upon written request to the Board of Education be granted an unpaid leave not to exceed one (1) year for the following reasons: prolonged illness; needed rest; professional improvement when the teacher 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 Prince George's County School System. Employees 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 Board. At the conclusion of an extended leave of absence, reinstatement will be determined by the Board based upon the availability of a position in the teacher's field of preparation and predicated upon said teacher's retention of certification requirements. A teacher must notify the Board in writing by May 1 of the teacher's intent to return for the following school year and will be offered a position in the teacher's field provided a vacancy exists or occurs during the subsequent year. If the teacher 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 teacher 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 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 employee 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.

4.21 Renewal of Certificate

- A. Renewal of certificate must be attended to by a teacher on leave. The Board will not be obliged to reinstate a teacher whose certificate has lapsed until evidence that the necessary "professional growth" has been presented for renewal.
- B. In addition to those teachers 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 teachers originally employed subsequent to June 30, 1977, and all teachers 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 teachers not having attained the Advanced Professional Certificate as aforesated, 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.

- C. After consultation with the PGCEA, if the Superintendent of Schools recommends that for purpose of fulfilling the educational needs of pupils, that professional personnel require additional levels of skill, knowledge or competency in any curricular areas or programs, the Board of Education may require professional personnel 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 professional person's regular professional assignment. No professional person being 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.

4.22 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.

4.23 Appearance and Conduct

Professional personnel shall dress and conduct themselves in accordance with accepted professional standards.

Article V

Instructional Program

5.01 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 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 special help teachers are needed to provide greater opportunity for those children that need help to function properly in the normal group setting.

The immediate supervisor (Principal) with the review of the 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.

5.02 Curriculum Development

- A. The Board 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 instructional person 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 Director of Curriculum and Instruction 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 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 and in-service training will be initiated with the local staff before the changes are implemented at the local level. When financing and staffing are affected by a curriculum change, adequate time for the preparation and planning must be allowed before it is initiated at the school level.
- D. The PGCEA may nominate one (1) member to serve on each curriculum writing committee constituted to prepare curriculum guides for each subject area.

5.03 Assignment Equalization

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

If, subsequent to September 30, any teacher has a class which exceeds the county class size as indicated above, the teacher after consultation with the Principal may request a review by the FAC. If after a review of the teacher's complaint and consultation with the Principal, the teacher or the FAC determines by a majority vote that further adjustment in class size is essential, the FAC or the teacher may request a review by the Regional **Assistant 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 Regional **Assistant Superintendent**, who will have that matter reviewed within five (5) working days of receipt of the request. If after consideration by the Regional **Assistant Superintendent** a mutually acceptable settlement is not achieved, the FAC may refer the matter to the Superintendent of Schools for final action. The FAC may request that a PGCEA official be present at any meeting scheduled to review class size concerns.

5.04 Non-Applicability of Article 4.02

Notwithstanding the provision of Article 4.02 C, the provisions of this Article V shall not be subject to the binding arbitration aspect of the grievance procedure. Instead, the decision of the arbitrator may be set aside by the Superintendent or the Board of Education if deemed evident that said decision is violative of Board rules and regulations. Any such decision shall be communicated to the 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 pursuant to Maryland Law.

5.05 Teacher Coordinators

Teacher coordinators will be paid \$2,000.00 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.

Effective July 1, 2006, the position of Special Education Coordinator shall be added to the list of Instructional Coordinators.

Article VI

Fringe Benefits

6.01 Tuition Reimbursement

A. **Unit members shall be reimbursed up to \$411.00 per credit for up to twelve (12) per contract year.** Reimbursements will be established on a first come, first served basis subject to budgeted allocations and shall apply to the following:

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

The Board shall continue to use its best efforts to provide workshops whereby a teacher can receive credit toward an Advanced Professional Certificate. PGCEA may submit to the Board 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 and the State, the workshop will be offered, provided there is no cost to the Board.

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

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

6.02 Life Insurance

All professional employees 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.

6.03 Medical Care Program

- A. The Board of Education shall implement a Medical Care Program for eligible employees and their eligible dependents.
- B. The Board 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. **Effective October 1, 2007, unit members qualified same-sex domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit members' spouses and their dependents. During the duration of this Agreement, the Board will conduct a feasibility study on offering medical benefits to other eligible categories.**

6.04 Health Maintenance Organizations

- A. Employees enrolled in a participating Health Maintenance Organization (HMO) as of January 31, 1995 may, at their option, continue such coverage until such time as they voluntarily elect to discontinue participation in an HMO. In the event that an HMO ceases to be available, an employee enrolled in that HMO may transfer to another HMO which was available during the 1994-95 policy year and continues to offer coverage.
- B. The Board agrees to pay a sum equal to the same dollar amount provided under the Medical Care Program described in Section 6.04 above for all unit members enrolled in a Board of Education qualified prepaid health maintenance organization.

6.05 Dental Insurance Program

Effective October 1, 2007, the Board of Education shall provide a Dental Insurance Program for eligible Unit I members and their eligible dependents. The Board 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.

6.06 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 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.

6.07 Prescription Medication Insurance Program

- A. The Board shall provide an optional Prescription Medication Insurance Program for eligible employees and their eligible dependents.
- B. The Board 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.

6.08 Eligibility for Employee Insurance Benefits

- A. No professional employee shall be entitled to any of the insurance benefits described in Sections 6.03, 6.04, 6.05, 6.06, 6.07, and 6.08 hereabove unless such employee 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 employee eligible for insurance benefits as hereabove set forth, but employed for less than a full time (37 1/2 hours per week) basis shall receive as benefits only such prorated share of the Board's contribution toward insurance premiums, as such share shall be reflective of the percentage of full time employment.
- C. Provision 6.08B here above shall be applicable only to those persons employed July 1, 1979, or thereafter.

6.09 Payroll Deduction

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

- A. The Board 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 professional personnel will be deducted.
 8. PGCEA long-term Disability Insurance Plan.
 9. Voluntary political contributions.
- 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

6.10 Disposition of Unused Leave

Upon retirement in Prince George’s County, professional employees shall receive payment for three-tenths of their unused sick leave, not to exceed full pay for up to a maximum of **80** days for ten-month employees, **86** days for eleven-month employees, **92** days for twelve-month employees or for 25 days of accumulated annual leave, whichever is greater. A person retiring on disability would be eligible for such payment after five years of service in Prince George’s County. An individual would be eligible to receive such reimbursement only once. This payment shall be based upon the salary of the final year of employment. Effective July 1, 2005, the number of days eligible for full pay under this section shall increase as follows: 80 days for ten-month employees, 86 days for eleven-month employees, and 92 days for twelve-month employees.

For employees hired prior to July 1, 2000, upon resignation after twelve years of service in Prince George’s County, professional employees shall receive payment for three-tenths of their unused sick leave not to exceed full pay for up to a maximum of 65 days for ten-month employees, 71 days for eleven-month employees 77 days for twelve-month employees or 25 days of accumulated annual leave, whichever is greater. An individual would be eligible to receive such reimbursement only once. This payment shall be based upon the salary of the final year of employment.

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 their unused sick leave not to exceed full pay for up to a maximum of 65 days for ten-month employees, 71 days for eleven-month employees and 77 days for twelve-month employees, whichever is greater, shall be paid to the estate of the deceased employee.

6.11 Mileage for Official School Business

Any person using a car to conduct authorized school business shall receive mileage compensation at the rate as established by the Federal Government for the Washington Area. Such rate changes as are effected during the fiscal year shall be implemented at the beginning of the month immediately following the rate increase.

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

A. School Assigned Personnel

1. School business travel for reimbursement purposes is defined as any travel connected with the school’s administrative duties that is directed by the Principal of the school (i.e., transporting an ill child home). The professional personnel 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 Personnel

School-based professional personnel 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 individual is regularly assigned. Insofar as possible, such personnel 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 employee. The number of miles this 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 individual goes to the designated school that day or not.

C. Central Office Personnel

All central or area office personnel authorized on any day to report to a duty station other than the central or area office to which such person is regularly assigned will be reimbursed for all authorized mileage driven on such day minus two (2) times the distance between such person’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.

6.12 Insurance Committee

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

6.13 Expense Account

- A. Except for the life of this agreement, unit members shall be eligible for reimbursement not to exceed \$150 per school year for the purchase of equipment and special supplies to support their instruction of students. To receive reimbursement for expenditure, the employee shall submit a voucher with receipts attached to their immediate supervisor at the end of any grading period, consistent with regulations established by the Board.
- B. Items purchased within this provision may include such things as calculators, computer software, student awards, art supplies, manipulative materials or any other approved instructional items, whether consumable or non-consumable, which would enhance the person’s ability to do their job.
- C. Such items shall be a professional resource for the exclusive use of the individual employee. Upon separation from service all equipment and unused supplies are to be turned in to the employee’s immediate supervisor.

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

6.14 Pretax Payment of Premiums and Option of Salary Reduction Plan

- A. The employee'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 will make available, at the employee'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.

6.15 Payroll Direct Deposit Program

A Payroll Direct Deposit Program will be implemented during the 1993 fiscal year. Upon implementation employees' may, at their option, elect to directly deposit payroll checks in any financial institution that is a participating member of the Mid-Atlantic Clearing House Association. Participation in the Payroll Direct Deposit Program will be consistent with regulations established by the Board. The process for implementing this section will begin upon ratification of this Negotiated Agreement and will be made available for use within 90 days.

6.16 National Board of Professional Teaching Standards (NBPTS) Certification

A unit member who has successfully completed and attained NBPTS certification shall receive:

- A. A differential of \$5,000 per year for each year they maintain their NBPTS certification.
- B. The Board of Education shall reimburse an employee for up to one (1) retake of the NBPTS application fee (\$300).

Unit members who have attained other national certification in their discipline where NBPTS certification does not apply shall receive a one-time lump sum payment of \$1,000. The unit member shall also receive a differential of \$2,000 per year for each year the other applicable national certification remains in good standing. Other National subject or discipline certification may be considered by the Superintendent. All differentials under 6.16 shall become pension eligible not later than January 1, 2007.

6.17 Workshop Payments

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

6.18 Background Checks

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

Article VII

Salary Policy

7.01 Pay Period

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

7.02 Placement of Employees on the Salary Schedule

Placement of employees on the salary schedule is based upon verified prior teaching experience including a maximum of two (2) years credit for appropriate military service.

Exceptions to this policy may be approved by the Superintendent in the employment of trades and industry teachers and teachers in other designated critical subject areas.

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

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

B. Master's Degree

Master's Degree Plus 30 Hours

Master's Degree Plus 60 Hours Doctorate

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

C. General Information Regarding All Salary Schedules

1. Courses in religion or religious education may not be counted for salary purposes unless they are recognized by the State of Maryland for certification.
2. Progression on the salary schedule is determined by the employee's anniversary date or the date of advancement to a higher training certification level. Teachers employed prior to December 1 shall have the following September 1 as their anniversary date. Teachers employed between December 1 and June 1 will have February 1 of the second teaching year as their anniversary date.
3. Advancement on the salary schedule for a teacher holding a Conditional Degree Certificate is contingent upon meeting the requirements of State Board of Education Bylaw by presenting a minimum of six (6) semester hours toward regular certification during each year.

4. An individual holding either the bachelor's degree or an advanced degree in a field other than education may request that graduate courses related to that individual's teaching 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. The maximum entry step for any degree level will include no more than two (2) years of credit for military service.
6. An application for salary change must be submitted on the professional growth form at the time the individual qualifies for placement on the higher scale. Retroactive payment for an individual will not be granted beyond the beginning of the current school year.
7. Eleven-month employees shall be paid one hundred ten percent (110%) of their salary indicated by the salary schedule, and twelve-month employees 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, and the PGCEA shall be informed of the additions.
8. **Employees who hold a Juris Doctorate degree shall be placed on the doctorate degree lane of the salary table at the appropriate step retroactive to July 1, 2004.**

7.03 Military Credit

A person shall receive a full two-year military credit if the obligation was for two (2) years, and if available for an early release date. A minimum of one (1) year service is required for one (1) year credit and 20 months for two (2) years credit.

7.04 Placement of Regular Certificated Personnel in Special Programs

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

7.05 Acting Appointment — Pay and Leave Benefits

Any professional person 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.

7.06 Teacher Salary Schedule

All eligible employees will receive their step increment effective July 1, 2007 or on their anniversary date.

Salary tables will improve by a 5.0% cost of living adjustment effective July 1, 2007.

Home and Hospital shall be paid a cost of living adjustment (COLA) equal to the percentage of the Teacher Salary Table improvement.

All unit members will receive a one-time lump sum payment equal to 1% of base pay.

7.07 Attendance Stipend

- a. The stipend will be paid on absences related to sick leave and personal leave on the following calculation rates. Donation to sick leave bank is excluded.
 - Perfect attendance = 100%
 - .5 - 2 = **80%**
- b. The stipend amount will be **\$750.00** for full time employees and **\$375.00** for part time employees.
- c. The stipend will be paid in the last paycheck in July for the preceding year.
- d. The stipend will be prorated on the number of days possible to work if an employee starts after the school year begins.

7.08 Placement Stipend

A Task Force will be established with three representatives named by PGCEA and three representatives named by the Superintendent to develop a process to provide additional stipends for employee placement in schools designated by the Superintendent. The task force will be initiated no later than November 1, 2000; recommendation will be submitted to the Superintendent by January 15, 2001.

7.09 KNOWLEDGE AND SKILL BASED PAY (Staff Development Stipends)

The Board of Education and PGCEA agree to collaboratively design a Knowledge and Skills pay supplement for Unit 1 employees.

Design Team – upon ratification of the agreement, the Board of Education and PGCEA will establish a Task Force responsible for identifying knowledge and skill sets that are consistent with professional development and initiatives that support student achievement.

Composition – The Task Force will be composed of five teachers selected by the PGCEA President and five participants selected by the Superintendent of Schools.

Other Duties – In addition to the duties previously outlined, the team will design a process for approving and designing clear and specific measurable skill and knowledge blocks. The team may seek additional assistance from the Board, PGCEA or outside consultants with approval from the Board and PGCEA.

Implementation – The Task Force will issue a report by April 1, 2001 regarding the Knowledge and Skills pay supplement, which will include the recommended procedures for implementation in the 2001 school year.

7.10 Senior Educator Differential

A differential will be paid to eligible senior educators based on the following criteria:

- a. The differential amount shall be \$1,000.00.
- b. Unit members must have 28 years of credited experience, of which 14 years of service must be as an employee of the Prince George's County Public Schools as determined by the employee's anniversary date.
- c. The unit member must be a full time employee, not on a second class certificate, with a minimum of a standard professional certificate.
- d. The differential shall be paid annually by separate check, issued during the last regular scheduled bi-weekly pay period of the fiscal year.
- e. Upon the death of an eligible unit member before the differential is paid, the entire amount due shall be paid to the employee's designated State Retirement and Pension beneficiary.
- f. Employees meeting this criterion through combined years of experience outside of PGCEA must provide official documentation to verify eligibility.
- g. Unit member retiring prior to the end of their work year shall have the differential pro-rated.

Article VIII

Employment In Addition To Regular Assignment

8.01 Summer Employment

All openings for professional (summer employment, 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

1. Any teacher wishing to be considered for a summer school position must apply by April 15. (Teachers applying after April 15 shall only be considered if no satisfactory, certificated teacher is available for a position who applied prior to this deadline.)
2. Summer school teachers shall be selected from the applicants in the following order:
 - a. Teachers 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. Teachers who have taught summer school the previous three (3) consecutive summers will only be considered in accordance with 3 below.
 - b. Teachers 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 teacher 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.) Teachers who have taught summer school the previous three (3) consecutive summers will only be considered in accordance with 3 below.
 - c. Teachers who have had successful teaching experience in any certified field for five (5) or more years in the Prince George's County Public School System provided said teacher: (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. Teachers who have taught summer school the previous three (3) consecutive summers will only be considered in accordance with 3 below.
 - d. Tenured teachers shall have preference over non-tenured and/or conditional teachers provided that the tenured teacher 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. Teachers who have taught summer school the previous three (3) consecutive summers will only be considered in accordance with 3 below.

3. Once a teacher is assigned to teach summer school, said teacher is eligible to continue in that position for three (3) consecutive summers, providing a teaching position is available, performance was satisfactory the prior summer, and assignment the prior school year was in that field. At the end of three (3) years said teacher 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 teacher qualified under 2 above is available to teach the summer school course.
4. Summer school teaching shall be four (4) hours and paid at the hourly rate of 1/1500 of regular teaching salary.
5. Persons who taught summer school during the summer of 1978 and continuously thereafter will be exempt from the provisions of 8.01, A, 3, hereabove 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.

B. 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.

1. 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.
2. Other satisfactory applications (refer to item 1) regardless of the date of receipt of application.
3. Summer school teaching shall be four (4) hours and paid at the hourly rate of 1/1500 of regular teaching salary.

C. Curriculum Development Projects and Workshops

1. Curriculum Development Projects

Professional employees 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.

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.

2. 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.

8.02 Evening High School

All certificated professional employees 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.

8.03 School Instruction Chairperson

A. Purpose

When in the opinion of a Principal a professional person is needed as a liaison between the teachers 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 employees to the extent such employees are available and willing.

B. Policy

Any such person or persons 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

Persons so appointed shall be given compensatory time (reduction in other assigned duties) or be compensated on the following differentiated schedule as determined by size of department or grade level for which they are responsible.

2-4	\$700.00
5-7	\$750.00
8-above	\$800.00

Printed below are the instructions as outlined in the Appointment and Authorization Form for Instructional Chairperson.

1. Instructional chairpersons are persons who have responsibilities over professional persons and are used as liaison between the teachers 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 salary scale above 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 such instructional person's 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 teacher.
6. This assignment will be satisfactorily completed by the teacher named unless its completion becomes impossible by the resignation or illness of the teacher, in which case the amount of compensation provided in the schedules (above) will remain the same although it may be divided among two (2) or more teachers 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 Regional **Assistant Superintendent** on or before September 15 of said school year.

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 person so designated, which certification shall be issued no later than June 25 of that school year.

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

8.04 Compensatory Emoluments Program

The Competitive Activity Charts (I, II, III, and IV) shall become a part of this Agreement.

The Fiscal Year 2008 budget includes increasing Athletic Directors from 10 to 11 months.

During the duration of this Agreement, the Board will continue to review the recommendations of the Emolument Task Force and seek to make enhancements for FY09, subject to available funding for the Emolument Program.

A. Purpose

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

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.

C. Eligibility

A teacher assigned such an activity is expected but not limited to the performance of the following duties during the regular school day as determined by the Superintendent of Schools:

1. Instruction of pupils 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 pupils.
7. Conferences with parents.
8. Participation in in-service training or curriculum programs.
9. Participation in faculty meetings.

D. General Rules

1. A teacher 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. 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 teachers or the remaining time may be prorated accordingly. (See Schedule.)

E. Payroll Procedures

1. Any appointment form shall be certified by the Chief Human Resources **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.

F. 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 Regional **Assistant Superintendent** thirty (30) days after its conclusion or June 25 of said school year, whichever event shall be first.

8.05 Mentor Teacher

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

8.06 Payment For Additional Assignment and Special Programs

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

8.07- JROTC

The Prince George's County Educators' Association (PGCEA) and the Board of Education of Prince George's County (BOE) agree to the following terms and conditions of employment for the Junior ROTC instructors employed by the BOE.

- Junior ROTC instructors shall be entitled to placement and advancement on the salary schedule in accordance with existing terms and conditions of the Negotiated Agreement except where noted in this Memorandum of Agreement.
- Junior ROTC instructors employed prior to this agreement shall continue to receive credit for prior approved service for the purpose of salary and advancement on the salary schedule.
- Junior ROTC instructors employed during the life of this agreement shall be entitled to a maximum of 11 years prior verified teaching experience in the military academies/institutions, JROTC programs or educational institutions. The parties agree that verified teaching

experience includes, but is not limited to, the act or practice of instruction associated with courses or subject matter pertaining to, or offered by educational institutions.

- Junior ROTC instructors employed during the life of this agreement shall be entitled to a maximum of 11 years of prior verifiable teaching experience in the military academies/institutions, JROTC programs or other educational institutions for the purpose of placement on the salary schedule.
- Junior ROTC instructors shall continue to receive a maximum of two (2) years credit for military service.

This letter shall be in effect for the term of the Negotiated Agreement from July 1, 2004 through June 30, 2006 and shall continue thereafter, unless specifically non-renewed in writing by the parties.

8.08 Home and Hospital Teachers

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – DEFINITIONS

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

1. Unit – The body of certificated professional employees, and Home and Hospital Teachers employed by the Board and Junior Reserve Officer Training (JROTC) instructors.
2. Negotiations Law – Sections 6-401(d), 6-407©, and 6-408 of The Annotated Code, Education.
3. Home and Hospital Teacher (HHT) – A teacher employed to provide instructional services to a public school student who is unable to function effectively in the classroom setting due to the student's medical, physical, or emotional condition.
4. Board – The Board of Education of Prince George's County.
5. PGCPSS – Prince George's County Public Schools

ARTICLE 3 – JOINT COMMITTEE

- A. The Board of Education and PGCEA Home and Hospital Teachers (HHTs) will establish a Joint Committee that will be a forum to identify and problem-solve in a timely manner issues and concerns related to home and hospital teaching and promote collaboration between the HHTs and the Board.
- B. The Joint Committee will meet as needed to address issues brought forward by the members, including issues related to this Agreement. The committee will be comprised of six members, three appointed by the Association and three appointed by the Board.
- C. HHT representatives on the Joint Committee will be compensated for a minimum of two (2) hours for each meeting of the committee.
- D. During the 2005-2006 work year the Joint Committee shall discuss and recommend possible resolutions to the following areas:
 1. Compensation for planning time
 2. Appropriate compensation in the event of cancellations.

ARTICLE 4 – PROFESSIONAL DEVELOPMENT

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

ARTICLE 5 – WORKING CONDITIONS

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

ARTICLE 6 – COMPENSATION

A. Effective June 1, 2005, the starting rate of pay for HHTs shall be \$25.00. HHTs will be placed and paid on the following scale based on years of experience.

Fiscal Year 2008	
July 1, 2007 – June 30, 2008	
Years	Amount
0-5	\$ 28.39
6-10	\$ 29.52
11-15	\$ 31.80
16-20	\$ 34.07

- B. Effective July 1, 2005, the pay scale shall increase by the same COLA (3%) negotiated on behalf of other bargaining unit members.
- C. Home and Hospital Teachers will be compensated for one hour at the beginning of each assignment with a new student and for one hour at the end of each such assignment.
- D. Home and Hospital Teachers will be compensated for one additional hour when an assignment carries over the end of a semester.
- E. HHTs will be compensated for the full amount when the teacher arrives and the student is not available at the teaching site for a scheduled teaching appointment.
- F. Home and Hospital Teachers will have the option of direct deposit of their paycheck.
- G. The parties establish as a goal the payment of Home and Hospital Teachers on a biweekly pay schedule.
- H. HHTs required to use their automobiles in the performance of their duties shall be reimbursed for all travel between students on a given day and reimbursed for travel to schools to pick up required student assignments. Reimbursement shall be at the established rate for the federal government for the Washington area.
- I. HHTs shall be provided with picture ID badges for the purpose of identification in the field.

ARTICLE 7 – PAYROLL DEDUCTIONS

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

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

ARTICLE 8 – SUPPLEMENT

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

Article I	Preamble
Article III	Rights of Representative Recognition
Article 4.02	Grievance Procedure
Article 4.15	Rights and Privileges of Unit Members
Article 4.17	Control and Discipline
Article 4.18	Professional Liability Protection
Article 6.09	Payroll Deduction
Article 6.15	Payroll Direct Deposit Program

ARTICLE IX – SCHOOL QUALITY AND IMPROVEMENT

9.01 Financial Incentive Rewards for Supervisors and Teachers (FIRST)

- A. PGCPS and PGCEA jointly recognize the need to address the critical shortage of qualified teachers, closing the achievement gap and the need for financial incentives to attract and retain accomplished teachers. As a result, the parties agree to establish a joint committee with equal representation to meet, confer and discuss all components of a financial incentive and rewards program that will eventually be available to all unit members on a voluntary basis. The committee will meet as mutually agreed and may establish sub-committees to address specific components of the plan. The goal will be to construct the program during the 2007-08 school year and have a pilot program designed for implementation in the 2008-09 school year. Any issues or concerns that arise as a result of the design or implementation of the program will be addressed by the President of PGCEA and the Superintendent of PGCPS.
- B. For the duration of this agreement, the Board and PGCEA will conduct a review of instructional and support programs that strengthen the capacity of its staff in improving the achievement level of our students in hard to staff subject areas, high need schools, or schools in a stage of corrective action/restructuring implementation. This shall incorporate determining best practices and learning environments for our students, including exploring ways to incorporate a shared governance model in identified schools.

Article IX

School Quality and Improvement

9.01 Financial Incentive Rewards for Supervisors and Teachers (FIRST)

A. PGCPS and PGCEA jointly recognize the need to address the critical shortage of qualified teachers, closing the achievement gap and the need for financial incentives to attract and retain accomplished teachers. As a result, the parties agree to establish a joint committee with equal representation to meet, confer and discuss all components of a financial incentive and rewards program that will eventually be available to all unit members on a voluntary basis. The committee will meet as mutually agreed and may establish sub-committees to address specific components of the plan. The goal will be to construct the program during the 2007-08 school year and have a pilot program designed for

implementation in the 2008-09 school year. Any issues or concerns that arise as a result of the design or implementation of the program will be addressed by the President of PGCEA and the Superintendent of PGCPS.

B. For the duration of this agreement, the Board and PGCEA will conduct a review of instructional and support programs that strengthen the capacity of its staff in improving the achievement level of our students in hard to staff subject areas, high need schools, or schools in a stage of corrective action/restructuring implementation. This shall incorporate determining best practices and learning environments for our students, including exploring ways to incorporate a shared governance model in identified schools.

TEACHER'S SALARY SCHEDULE
Prince George's County Public Schools
Table A - Salary Schedule
July 1, 2007 - June 30, 2008

Step	Prov	BA(a)	BA+30(b)	BA+45 & MA (b)	MA+30(b)	MA+60(b,c)	DR
*1	38,691	43,481	45,524	47,663	49,901	52,248	52,768"
2	38,691	43,481	45,524	47,663	49,901	52,248	52,768
3	39,832	44,762	46,868	49,068	51,373	53,789	54,327
4	41,008	46,081	48,250	50,517	52,892	55,375	55,928
5	42,217	47,442	49,672	52,005	54,453	57,009	57,578
6	43,462	48,841	51,137	53,538	56,056	58,690	59,277
7	44,745	50,281	52,646	55,120	57,710	60,422	61,025
8	46,066	51,766	54,200	56,744	59,414	62,203	62,826
9	47,424	53,292	55,800	58,418	61,166	64,037	64,679
10	48,823	54,863	57,446	60,143	62,971	65,927	66,587
11	50,261	56,482	59,139	61,917	64,827	67,871	68,550
12	51,746	58,148	60,883	63,743	66,741	69,874	70,574
13	51,746	58,148	62,682	65,624	68,709	71,934	72,653
14	51,746	58,148	64,531	67,561	70,735	74,055	74,797
15	51,746	58,148	66,432	69,554	72,824	76,242	77,003
16	51,746	58,148	68,393	71,605	74,971	78,492	79,276
17	51,746	58,148	70,410	73,718	77,180	80,807	81,614
18	51,746	58,148	72,487	75,893	79,458	83,190	84,022
19	51,746	58,148	74,627	78,131	81,800	85,645	86,501
20	51,746	58,148	76,826	80,436	84,215	88,171	89,054

*No employee will be hired on step one during the time of this agreement.

TEACHER'S SALARY SCHEDULE
Prince George's County Public Schools
Table B - Salary Schedule
July 1, 2007 - June 30, 2008

Step	Prov	BA(a)	BA+30(b)	BA+45 & MA (b)	MA+30(b)	MA+60(b,c)	DR
*1	42,561	47,830	50,076	52,428	54,892	57,472	58,044
2	42,561	47,830	50,076	52,428	54,892	57,472	58,044
3	43,815	49,238	51,553	53,976	56,511	59,169	59,760
4	45,109	50,691	53,073	55,566	58,182	60,912	61,521
5	46,438	52,187	54,639	57,205	59,895	62,710	63,336
6	47,808	53,722	56,252	58,893	61,663	64,559	65,206
7	49,219	55,310	57,911	60,632	63,480	66,465	67,127
8	50,671	56,939	59,619	62,418	65,354	68,425	69,108
9	52,166	58,622	61,380	64,261	67,283	70,442	71,146
10	53,705	60,350	63,189	66,157	69,266	72,519	73,246
11	55,289	62,129	65,053	68,108	71,310	74,657	75,405
12	56,921	63,964	66,972	70,117	73,413	76,862	77,631
13	56,921	63,964	68,949	72,186	75,580	79,128	79,919
14	56,921	63,964	70,983	74,318	77,808	81,460	82,276
15	56,921	63,964	73,076	76,509	80,105	83,866	84,706
16	56,921	63,964	75,234	78,767	82,467	86,340	87,206
17	56,921	63,964	77,451	81,089	84,898	88,888	89,778
18	56,921	63,964	79,735	83,481	87,403	91,511	92,424
19	56,921	63,964	82,089	85,943	89,981	94,210	95,152
20	56,921	63,964	84,509	88,482	92,637	96,989	97,960

*No employee will be hired on step one during the time of this agreement.

TEACHER'S SALARY SCHEDULE
Prince George's County Public Schools
Table C - Salary Schedule
July 1, 2007 - June 30, 2008

Step	Prov	BA(a)	BA+30(b)	BA+45 & MA (b)	MA+30(b)	MA+60(b,c)	DR
*1	46,431	52,177	54,627	57,195	59,884	62,697	63,322
2	46,431	52,177	54,627	57,195	59,884	62,697	63,322
3	47,799	53,713	56,240	58,882	61,650	64,546	65,191
4	49,209	55,298	57,899	60,619	63,469	66,449	67,114
5	50,660	56,930	59,606	62,406	65,340	68,411	69,094
6	52,156	58,608	61,365	64,247	67,266	70,428	71,131
7	53,695	60,338	63,175	66,144	69,254	72,507	73,229
8	55,278	62,118	65,039	68,094	71,296	74,645	75,391
9	56,909	63,949	66,960	70,101	73,399	76,845	77,615
10	58,588	65,835	68,933	72,172	75,564	79,113	79,904
11	60,314	67,779	70,966	74,300	77,791	81,445	82,259
12	62,095	69,778	73,061	76,493	80,088	83,848	84,688
13	62,095	69,778	75,217	78,748	82,450	86,324	87,183
14	62,095	69,778	77,436	81,075	84,882	88,866	89,755
15	62,095	69,778	79,719	83,466	87,388	91,490	92,405
16	62,095	69,778	82,072	85,927	89,963	94,189	95,130
17	62,095	69,778	84,491	88,461	92,616	96,969	97,938
18	62,095	69,778	86,984	91,071	95,348	99,828	100,827
19	62,095	69,778	89,551	93,756	98,160	102,775	103,802
20	62,095	69,778	92,192	96,525	101,058	105,804	106,864

*No employee will be hired on step one during the time of this agreement.

**DIFFERENTIAL SCHEDULE
Fiscal Year 2007**

Step	A	B
1	1,659	1,155
2	1,869	1,365
3	2,079	1,575
4	2,289	1,785
5	2,499	1,995
6	2,709	2,205
7	2,919	2,415

Learning Problems
 Resource Specialist
 Pupil Personnel Worker
 School Psychologist
 Occupational Therapist
 Physical Therapist
 Speech Pathologists
***Special Education Classroom Teacher**
Outreach Teacher
Resource Teacher

Coordinator

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

The Board and PGCEA agree to establish a task force, consisting of five members appointed by PGCEA and five members appointed by the CEO or his designee, to conduct a comprehensive study of positions, pay and equity issues for the activities/positions listed below. This task force shall establish a date for issuing its final report to the CEO and PGCEA as one of its first orders of business.

COMPENSATORY EMOLUMENTS July 1, 2007 - June 30, 2009

COMPETITIVE ACTIVITY				PRODUCT ACTIVITY	SERVICE ACTIVITY	ENRICHMENT ACTIVITY	
YEARS OF SERVICE							
	1-5	6-10	11+				
High School Sports (1)				High School Yearbooks (with ads)	\$3,046 (10 per school)	\$912 per activity	\$807 per activity (10 per school)
I. Football (2)	\$4,320	\$4,896	\$5,472	High School Newspaper (minimum 8 issues with ads)	\$2,434	OTHER ACTIVITY	
Basketball	\$5,040	\$5,712	\$6,384	Middle School Yearbook	\$1,813	High School student government (2)	\$1,813
Baseball/Softball	\$3,960	\$4,488	\$5,016	Middle School Newspaper	\$1,813	Middle School student government	\$912
Wrestling	\$4,680	\$5,304	\$5,928	High School Newspaper (without ads)	\$1,813	High School class sponsor	\$1,412
Outdoor Track	\$3,300	\$3,740	\$4,180	School Literary Magazine (each issue - limit of 2)	\$1,515	National Honor Society	\$1,412
II. Soccer	\$3,600	\$4,080	\$4,560	Dramatics and Music (2 positions)		Senior class sponsor (2)	\$1,813
Indoor Track	\$3,900	\$4,420	\$4,940	Schools under 1000	\$3,046	Technology coordinator – schools over 2000	\$1,748
Volleyball	\$3,960	\$4,488	\$5,016	Schools between 1000 and 2000	\$4,070	Technology coordinator – between 1000 and 2000	\$1,215
III. Tennis	\$3,000	\$3,400	\$3,800	Schools over 2000	\$5,079	Technology coordinator – schools under 1000	\$1,000
Golf	\$2,700	\$3,060	\$3,420	Science Fair Coordinator (High School)	\$1,748		
Cross Country	\$3,300	\$3,740	\$4,180	Academic Coach (3)	\$2,494		
Swimming	\$2,880	\$3,264	\$3,648				
IV. Cheerleading (senior)	\$4,320	\$4,896	\$5,472				
Cheerleading	\$4,200	\$4,760	\$5,320				
V. Forensic/mock trial	\$2,295						
Intramurals (Middle)							
Coord - 1 per school	\$1,509						
Assist - 2 per school	\$1,322						
VI. Gymkana (senior)	\$1,374						
Intramurals (senior)	\$1,374						
Pom Pons (senior)	\$1,374						

Other sports when approved by the Board of Education will be added to list, with placement for compensation to be determined by chairmen of Negotiation Teams, which such action will not be considered as the reopening of negotiations under this agreement for any reason whatsoever, except for the express purpose stated.

(1) Coaches will be placed on longevity scale according to the sport coached and in consideration of continuous service rendered in the same sport in Prince George's County since 1975-76.

Assistant Coaches - 70% of the base stated with years of service.

(2) Summer per diem - 10 days for head coach, 8 days for asst. coach

(3) The Academic coach is to provide assistance to students at risk of satisfying the 2.0 grade point average requirement for participation in extracurricular activities.

**(1) MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF EDUCATION
AND
PRINCE GEORGE’S COUNTY EDUCATORS’ ASSOCIATION**

As professionals, PGCEA unit members work with students in ways that go beyond the classroom and routinely devote time beyond the work day to meet student needs. The parties recognize that teachers frequently need to attend school activities, events, training, and parent conferences that extend or occur beyond the student day, in the evening, or on weekends. It is recognized that these activities may not require the attendance of all unit members; however, attendance at school activities is a shared responsibility for professional staff. As such, the Board recognizes that PGCEA unit members will exercise professional judgment in determining when the needs of the school system permit them to attend to personal business of relatively brief duration during normal working hours without using leave for those absences from the work site. Administrators will receive prior notice of such absences to maintain work site stability and employee accountability. The Parties recognize that unit members will not abuse these privileges and the Board, at the appropriate supervisory level, retains the rights to deny such privileges to any unit member whose pattern of absences from work appears inconsistent with performance of his/her duties.

These Modifications contain the final and entire agreement between the parties hereto, who further declare that unless specifically modified in this agreement, all other provisions of the Negotiated Agreement presently in existence between them shall continue to remain in full force and effect. Further, the parties acknowledge that they shall not be bound by any terms, conditions, statements, or representatives, oral or written, not herein contained.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, **2008**, reaffirming the above modifications as were originally fully ratified on **October 25, 2007**.

Board of Education Prince George’s County:

Association Negotiating Team:

Verjeana M. Jacobs, Chair

William Brose, Member

John E. Deasy, Ph.D., Superintendent of Schools

Shawna Berry, Member

Kenneth Haines, Member

Prince George’s County Educator’s Association:

Monique Moore, Member

Donald J. Briscoe, President

Lewis Robinson, Executive Director (Chief Negotiator)

**RESOLUTION
MARYLAND STATE BOARD OF EDUCATION**

December 19, 1973

Resolution No. 1973-49 Re: Adoption of Guidelines
Adoption of Guidelines for Evaluation of Probationary Teachers

Whereas, Disputes and controversies have arisen over the non-renewal of contracts of probationary teachers; and

Whereas, The State Board of Education believes that they should be in existence a fair and impartial system for the evaluation of probationary teachers by their fellow professionals; and

Whereas, The Board does not wish to substitute its judgment for those of the evaluators who have the direct responsibility of supervising probationary teachers; now, therefore, be it

Resolved, That the State Board of Education adopt Guidelines for the Evaluation of Probationary Teachers which follow:

**GUIDELINES FOR THE EVALUATION OF
PROBATIONARY TEACHERS**

Each county board of education and the Board of School commissioners of Baltimore City shall adopt evaluation procedures for probationary teachers to become effective September 1, 1974, which are not inconsistent with the following provisions:

Observations

1. Teachers who have not achieved tenure status shall be observed periodically at least four (4) times during the school year by the staff of each local board of education and the staff of the School Commissioners of Baltimore City as determined by the superintendent. Each observation of performance shall be conducted openly and with full knowledge of the teacher for a period of time sufficient for an adequate appraisal of that instructional activity.
2. The teacher shall be observed by more than one qualified person each year as determined by the superintendent.
3. Within a reasonable period of time subsequent to each observation, the observer will hold a conference with the teacher, at which time a written observation report shall be submitted. The report should include, where appropriate, favorable comments, criticisms and specific recommendations for improvement.

Evaluations

1. A formal evaluation including a conference shall be made at least once each semester.
2. The evaluation shall be based on the conclusions and assessments reached by more than one staff member.
3. The evaluation shall be based on the observations of the teacher's performance and other reasonable criteria established by local boards of education and the Board of School Commissioners of Baltimore City.
4. Provision shall be made for an over-all assessment by the evaluator which clearly indicates a satisfactory or unsatisfactory rating.
5. The written evaluation report based on performance and other reasonable criteria established by the local boards of education and the Board of School Commissioners of Baltimore City shall be shown to the teacher within a reasonable period of time subsequent to the aforementioned conference. At that time, the teacher shall sign the report and receive a copy thereof. Such signature will,

however, not necessarily indicate agreement with the evaluation. Provision shall be made for written comments and reactions by the teacher(s) which shall be attached to the evaluation report.

6. Except for bona fide reductions of staff, the superintendent's recommendations as to non-renewal of contract of probationary teachers shall be based on the evaluation report and other reasonable criteria established by local boards of education and the School Commissions of Baltimore City prepared in accordance with these provisions.

Copies of new evaluation procedures developed by local school systems and based on State Guidelines For The Evaluation Of Probationary Teachers shall be submitted to the State Superintendent of Schools not later than September 1, 1974.

PUBLIC SCHOOL LAW

4-205 (c) (2)

Subject to the authority of the State Board under Section 2-205 (e) of this article, each county superintendent shall explain the true intent and meaning of:

- (i) The school law; and
 - (ii) The applicable bylaws of the State Board.
- (3) Subject to the provisions of Section 6-203 and Subtitle 4 of Title 6 of this article and without charge to the parties concerned, each county superintendent shall decide all controversies and disputes that involve:
- (i) The rules and regulars of the county board; and
 - (ii) The proper administration of the county public school system.
- (4) A decision of a county superintendent may be appealed to the county board if taken in writing within 30 days after the decision of the county superintendent. The decision may be further appealed to the State Board if taken in writing within 30 days after the decision of the county board.

NEGOTIATIONS LAW

**Education Article, Subtitle 4 of Title 6
The Annotated Code of Maryland**

**SUBTITLE 4. ORGANIZATION OF CERTIFICATED
EMPLOYEES.**

6-401. Definitions.

- (a) In general
In this subtitle the following words have the meanings indicated.
- (b) Employee Organization.
"Employee Organization" means an organization that:
 - (1) Includes certificated employees of a public school employer or individuals of equivalent status in Baltimore City; and
 - (2) Has as one of its main purposes the representation of the employees in their relations with that public school employer.
- (c) Public School Employee.
"Public School Employee" means a certificated professional individual who is employed by a public school employer or an individual of equivalent status in Baltimore City, except for a county superintendent or an individual who is designated by the public school employer to act in a negotiating capacity as provided in §6-408 (b) of this subtitle. In Montgomery County, public school employees include certificated and noncertificated

substitute teachers employed by the public school employer for at least 7 days before March 1 of the school fiscal year ending June 30, 1978 and each year after.

(d) Public School Employer.

“Public School Employer” means a county board of education or the Board of School Commissioners of Baltimore City.

REVISOR’S NOTE; This section formerly appeared as Art. 77, §160(a).

The only changes are in style.

6-402. Employees May Join Organization: Membership Restrictions.

(a) Employees May Form and Join Organization.

Public school employees may form, join, and participate in the activities of employee organizations of their own choice for the purpose of being represented on all matters that relate to salaries, wages, hours, and other working conditions.

(b) Membership Restriction and Dismissal

An employee organization may establish reasonable:

(1) Restrictions as to who may join; and

(2) Provisions for the dismissal of individuals from membership.

REVISOR’S NOTE: This section formerly appeared as Art. 77, §160(b).

The only changes are in style.

6-403. Employees May Refuse to Join Employee Organizations.

A public school employee may refuse to join or participate in the activities of employee organizations.

REVISOR’S NOTE: This section formerly appeared as Art. 77, §160(c).

The only changes are in style.

6-404. Designation of Exclusive Representative For Employees; Specific Units.

(a) Public School Employer to Designate Exclusive Employee Organization.

Each public school employer shall designate, as provided in this subtitle, which employee organization, if any, shall be the exclusive representative of all public school employees in a specified unit in the county.

(b) Composition of Unit.

The public school employer shall determine the composition of the unit in negotiation with any employee organization that requests negotiation concerning the composition of the unit.

(c) Two Unit Limit for Each County.

There may not be more than two units in a county.

(d) All Employees to be Included in Units.

All eligible public school employees shall:

(1) Be included in one of these units; and

(2) Have the rights granted in this subtitle.

REVISOR’S NOTE: This section formerly appeared as Art. 77, §160(d).

In subsection (a) of this section, the language that referred to the original designation of employees organizations before June 15, 1968 and June 15, 1969 has been deleted as obsolete.

In subsection (d) of this section, the word “eligible” has been added for clarity.

In this section, the references to “Baltimore City” have been deleted as unnecessary in light of the definition of “county” in §1-101 of this article.

The only other changes are in style.

6-405. Method of Designating Exclusive Employee Representative.

(a) Designation as Provided in This Section.

The designation of an employee organization as an exclusive representative shall be made as provided in this section.

(b) Request for Recognition.

If an employee organization certifies to the public school employer that it has a membership enrollment of at least 30 percent of the total number of public school employees in a specified unit in a county as of June 1 of the year in which certification is made, this certification is a request for recognition as exclusive representative of all public school employees in the specified unit in the county.

(c) Election If Another Organization Request Recognition.

If another employee organization certifies that it has a membership enrollment of at least 10 percent of the total number of public school employees in the unit as of the same June 1, an election shall be held in which the public school employees in the unit shall be offered the opportunity to choose:

(1) One of the employee organizations as the exclusive representative of all public school employees in the unit; or

(2) Not to have exclusive representation.

(d) Election If No Other Organization Requests Recognition.

If no other employee organization certifies that it has a membership enrollment of at least 10 percent of the total number of public school employees in the unit, on the request of the employee organization under subsection (b) of this section, and election shall be held and the ballot shall offer a choice between:

(1) Exclusive representation by the organization; and

(2) Not to have exclusive representation.

(e) Designation without an Election.

The public school employer shall designate the employee organization described in subsection (b) of this section as the exclusive representative of all public school employees in the specified unit in a county if:

(1) No other employee organization certifies that it has a membership enrollment of at least 10 percent of the total number of public school employees in the unit;

(2) The employee organization does not request an election under subsection (d) of this section; and

(3) The employee organization certifies that it has a membership enrollment of the majority of the public school employees in the unit in the county.

(f) Rules and Regulations; Time, Manner, and Place of Holding Elections.

(1) The State Board shall adopt rules and regulations for:

(i) Verifying the number of certificated employees of the public school employer or individuals of equivalent status

in Baltimore City who are members in good standing of an employee organization on the date of the certification or who have signed a petition under this section; and

(ii) Holding elections under this section and the certification of their results.

(2) The State Board shall provide for supervision of these elections.

(3) The election shall be held:

(i) In each school facility where public employees are assigned on a regularly scheduled school day;

(ii) In a manner assuring the secrecy of the ballot; and

(iii) On a regular working day for public school employees, between June 1 and June 15, inclusive, except in Baltimore City where the elections shall be held between November 1 and November 15 following the date on which certification of required membership enrollment is made.

(4) In any election held under this section, the employee organization that receives the largest number of votes cast in a unit shall be declared to be the exclusive representative of all public school employees in the unit. If the largest number of votes in the election is cast not to have exclusive representation, a representative may not be designated for the unit.

(5) The public school employer shall provide any assistance required in holding the elections.

REVISOR'S NOTE: This section formerly appeared as Art. 77, §160(e).

In subsection (f) of this section, the reference to elections held before June 1, 1974 has been deleted as obsolete.

The only other changes are in style.

6-406. Minimum Period of Representation; Elections After Initial Period.

(a) Two Year Initial Period Required.

(1) The designation of an exclusive representative shall be for at least 2 years.

(2) After this initial period, the organization shall be the exclusive representative until another election is held.

(b) Subsequent Elections.

(1) An election after the initial period of representation may be held:

(i) Only after the end of the 2-year period; and

(ii) On petition signed by more than 20 percent of the public school employees in the unit of the county.

(2) This election shall be held in the same manner as provided in §6-405 of this subtitle.

(3) All signatures on a petition requesting an election shall be obtained within 90 days before the election date.

REVISOR'S NOTE: This section formerly appeared as Art. 77, §160(f).

The only changes are in style.

6-407. Designated Organization is Negotiating Agent; Fair Representation; Representation In Montgomery County.

(a) Negotiating Agent.

An employee organization designated as an exclusive representative shall be the negotiating agent of all public school employees in the unit in the county.

(b) Fair Representation.

(1) An employee organization designated as an exclusive representative shall represent all employees in the unit fairly and without discrimination, whether or not the employees are members of the employee organization.

(2) In addition, in Montgomery County, the exclusive representative shall represent fairly and without discrimination all persons actually employed as substitute teachers without regard to whether they are included in §6-401 (c) of this subtitle as public school employees.

(c) Montgomery County.

(1) In Montgomery County, the Board of Education may negotiate with the employee organization designated as the exclusive representative for the public school employees in a unit, a reasonable service or representation fee, to be charged nonmembers for representing them in negotiations, contract administration, including grievances, and other activities as are required under subsection (b) of this section.

(2) The service or representation fee may not exceed the annual dues of the members of the organization.

(3) An employee who is a substitute teacher and who works on a short-term day-to-day basis is not required to pay a service or representation fee.

(4) An employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization is:

(i) Not required to pay a service or representation fee, and

(ii) Required to pay an amount of money as determined in subsection (c) (2) of this section to a nonreligious, nonunion charity or to such other charitable organization as may be mutually agreed upon by the employee and the exclusive representative, and who furnishes to the Board of Education and the exclusive representative written proof of such payment. (An. Code 1957, art. 77, § 160; 1978, ch 22 § 2; ch. 713, § 2; 1983, ch. 630; 1984, ch. 255.)

REVISOR'S NOTE: This section formerly appeared as Art. 77, §160(g).

The only changes are in style.

6-408. Negotiations Between Employer and Employee Organization.

(a) "Negotiate" Defined.

(1) In this section, "Negotiate" includes the duty to:

(i) Confer in good faith, at all reasonable times; and

(ii) Reduce to writing the matters agreed on as a result of the negotiations.

(2) The agreements may provide for binding arbitration of the grievances arising under the agreement that the parties have agreed to be subject to arbitration.

(b) Representatives to Negotiate.

(1) On request a public school employer or at least two of its designated representatives shall meet and negotiate with at least two representatives of the employee organization that is designated as the exclusive negotiating agent for the public school employees in a unit of the county on all matters that relate to salaries, wages, hours, and other working conditions.

(2) In Montgomery County, notwithstanding any agreement in effect on June 1, 1978 which excludes substitute teachers, and without affecting any other part of such an agreement, the exclusive

negotiating agent for the public school employees in a unit and the public school employer shall meet and negotiate under this section the salaries, wages, hours, and other working conditions of all persons actually employed as substitute teachers.

(c) Presentation by Employee Organization at Public Meeting.

The designation of representatives by the employer under this section does not prevent the designated employee organization from appearing before or making proposals to the public school employer at a public meeting or hearing.

(d) Impasse in Negotiations.

(1) If, on the request of either party, the state superintendent determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization that is designated as an exclusive negotiating agent, the assistance and advice of the State Board may be requested, with the consent of both parties.

(2) If consent is not given and at the request of either party, a panel shall be named to aid in resolving the differences.

(3) The panel shall contain three individuals chosen as follows:

(i) One member is to be named by each party within 3 days; and

(ii) The third member is to be chosen by the other two members within 10 days after the request.

(4) The State Board or the panel selected shall meet with the parties to aid in resolving the differences, and, if the matter is not resolved, shall make a written report and recommendation within 30 days after the request.

(5) A copy of the report shall be sent to the representatives of the public school employer and the employee organization.

(6) All costs of mediation shall be shared by the public school employer and the employee organization.

(7) Notwithstanding any other provision of this subtitle, the public school employer shall make the final determination as to matters that have been the subject of negotiation, but this final determination is subject to the other provisions of this article concerning the fiscal relationship between the public school employer and the County Commissioners, County Council, and Mayor and City Council of Baltimore City.

REVISOR'S NOTE: This section formerly appeared as Art. 77, §160(h), (i), and the last sentence of (k).

The only changes are in style.

6-409. Interference with Employees Prohibited.

A public school employer and employee organization may not interfere with, intimidate, restrain, coerce, or discriminate against any public school employee because of the exercise of his rights under 6-402 and 6-403 of this subtitle.

REVISOR'S NOTE: This section formerly appeared as Art. 77, §160(j).

The only changes are in style.

6-410. Strikes Prohibited; Penalties.

(a) Strikes Prohibited.

An employee organization may not call or direct a strike.

(b) Penalties.

(1) Any employee organization designated as an exclusive representative that violates any provision of this section shall have its designation as exclusive representative revoked by the public school employer and the employee organization and any other employee organization that violates any provision of this section is ineligible to be designated as exclusive representative for a period of 2 years after the violation.

(2) If an employee organization violates any provision of this section, the public school employer shall stop making payroll deductions for dues of the organization for 1 year after the violation.

REVISOR'S NOTE: This section formerly appeared as Art. 77, §160(l).

The only changes are in style.

6-411. Effect of Subtitle on Other Laws, Rules, and Regulations.

(a) Laws, rules, and regulations relating to tenure not superseded. This subtitle does not supersede any other provision of the code or the rules and regulations of public school employers that establish and regulate tenure.

(b) State Labor Laws Inapplicable.

This subtitle does not make the State Labor Laws in Articles 89 and 100 of the code apply to public school employment.

REVISOR NOTE: This section formerly appeared as Art. 77, §160(m) and the first sentence of (k).

The only changes are in style.

Average Class Size 1973-74 School Year

ELEMENTARY LEVEL

Grade Level	Average Class Size
Kindergarten	25.0
Grades 1 -- 6	29.8

SECONDARY LEVEL

JUNIOR HIGH SCHOOL

Subject	Average Class Size
Art	25.3
Business Education	24.6
Core	27.3
English	27.7
French	21.3
German	19.6
Spanish	23.3
Home Economics	20.8
Industrial Arts	22.4
Advanced Math	23.5
Algebra	28.1
General Math	27.9
Band-Orchestra-Chorus	30.7
Music	25.4
Boys Physical Education	30.7
Girls Physical Education	29.5
General Science	28.9
Horticulture	14.0
Photography	7.0
Physical Science	28.0
Social Studies	28.4
Special Education	5.9
Vocational Tech	23.1
Diversified Occupations	15.0
Reading	11.1

SENIOR HIGH SCHOOL

Subject	Average Class Size
Agriculture	13.0
Art	22.6
Business Education	23.7
English	26.1
French	19.2
German	18.7
Latin	14.5
Russian	11.5
Spanish	23.2
Home Economics	19.1
Industrial Arts	21.5
Advanced Math	25.1
Algebra	24.5
General Math	26.2
Band-Orchestra-Chorus	31.9
Music	17.9
Boys Physical Education	30.6
Girls Physical Education	29.0
Biology-Botany	28.6
Chemistry	25.6
General Science	19.5
Horticulture	24.4
Photography	18.3
Physical Science	28.8
Physics	21.8
Social Studies	28.1
Special Education	8.0
Vocational Tech	19.9
Naval Jr. ROTC	25.5
Aerospace Education	26.3
Driver Education	17.5
Diversified Occupations	21.3
Reading	12.7

SUBSTITUTE RESOLUTION #285 -- 88 AS AMENDED AND APPROVED BY THE BOARD OF EDUCATION AT THE OCTOBER 27, 1988, MEETING

WHEREAS, pursuant to the provisions of MD. ANN. CODE, Educ. Art., Sec. 6-404, the Board of Education of Prince George's County is authorized to designate up to two units of all certificated public school employees and to determine the composition of such units, and

WHEREAS, on June 9, 1988, in response to writings received from two employee organizations requesting bifurcation of the current established single unit of certificated employees, as provided by law, the Board of Education instructed its Superintendent of Schools to constitute a committee to meet, consult, and negotiate with all interested parties, and

WHEREAS, that committee recommended that bifurcation take place, and

WHEREAS, such bifurcation would be in the best interests of the school system and its employees;

THEREFORE, BE IT RESOLVED, that the Board of Education does, effective May 1, 1989, designate two units of its certificated employees, the composition of which shall be as follows:

UNIT ONE: Shall consist of all certificated employees not included in Unit Two, and

UNIT TWO: Shall consist of:
Principals
Vice Principals
School based Administrative Assistants
Elementary Instructional Assistants (school based)
Elementary Instructional/Administrative Specialists (school based)
Area Teacher Specialists
Instructional Supervisors,

and further excepting from both Unit One and Unit Two those certificated public school employees who are designated from time to time by the Board of Education to act in a negotiating capacity and for which such exclusion is provided in Subtitle IV of the Education Article.

Subject Index

This index hereafter is not a part of the Negotiated Agreement between the Board of Education of Prince George’s County and the Prince George’s County Educators’ Association. It is printed as a convenience of reference; however, topic descriptors are not to be construed as carrying any substantive value in the interpretation of the Agreement.

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MEMORANDUM OF AGREEMENT

The Prince George's County Educators' Association (PGCEA) and the Board of Education of Prince George's County (BOE) agree to the following terms and conditions of employment for the Junior ROTC instructors employed by the BOE.

- Junior ROTC instructors shall be entitled to placement and advancement on the salary schedule in accordance with existing terms and conditions of the Negotiated Agreement except where noted in this Memorandum of Agreement.
- Junior ROTC instructors employed prior to this agreement shall continue to receive credit for prior approved service for the purpose of salary and advancement on the salary schedule.
- Junior ROTC instructors employed during the life of this agreement shall be entitled to a maximum of 11 years prior verified teaching experience in the military academies/institutions, JROTC programs or educational institutions. The parties agree that verified teaching experience includes, but is not limited to, the act or practice of instruction associated with courses or subject matter pertaining to, or offered by educational institutions.
- Junior ROTC instructors employed during the life of this agreement shall be entitled to a maximum of 11 years of prior verifiable teaching experience in the military academies/institutions, JROTC programs or other educational institutions for the purpose of placement on the salary schedule.
- Junior ROTC instructors shall continue to receive a maximum of two (2) years credit for military service.

This letter shall be in effect for the term of the Negotiated Agreement from July 1, 2004 through June 30, 2006 and shall continue thereafter, unless specifically non-renewed in writing by the parties.

Prince George's County Public Schools

Prince George's County Educator's Association

By: _____

By: _____

Date: _____

Date: _____



Prince George's County Public Schools
14201 School Lane • Upper Marlboro, Maryland 20772
www.pgcps.org