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NEGOTIATED AGREEMENT

Between

PRINCE GEORGE'S COUNTY
EDUCATORS' ASSOCIATION

and the

BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY

SEPTEMBER 1, 1984 TO AUGUST 31, 1986

EMPLOYEE SERVICES OFFICE
PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
UPPER MARLBORO, MARYLAND 20772

8/86

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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 which can best be achieved by agreement that both parties work toward common goals. The Board and the PGCEA enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and the judgment of both parties are necessary to reach the educational needs of the community.

To this end we wish to dedicate this Agreement and we mutually pledge to follow it with patience, understanding and good will.

In conjunction with each and all of the hereafter stated provisions as such may relate to the duties and responsibilities of teachers to pupils, the supervisory authority of principals and other administrative personnel, as well as the several powers of the Board of Education of Prince George's County, the Prince George's County Educators' Association recognizes that the Board of Education of Prince George's County, in accordance with existing laws, must adopt before implementation of same, the educational policies for the County and must approve or establish rules, regulations, guidelines and bylaws in accordance therewith, and nothing hereafter mentioned or agreed to shall be so construed as to substitute the legal obligation vested in the Board of Education in accordance with State Law.

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 September 1, 1984 through August 31, 1986.

1.02 The term "professional personnel" shall hereinafter refer to all certificated professional employees of the Board, contained within the negotiating unit, in accordance with *Education Article, Annotated Code of Maryland,* Section 6-404, as herein printed.

1.03 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.

1.04 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.

1.05 Copies of this Agreement will be distributed by the Board to all presently employed and newly hired professional personnel. PGCEA and the Board will agree on the format to be used and will share the cost of printing.

1.06 The Association recognizes the Board as the legally constituted body required by the State of Maryland, providing that the Board of Education of Prince George's County shall perform the functions of county boards of education as provided by state law and shall have power to adopt policies for regulation and administration of schools within the county not inconsistent with state law and not in violation of the current Negotiated Agreement.

1.07 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.

1.08 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.

1.09 Nothing contained herein shall be deemed to supersede any provision of the Constitution or the Code of Maryland, nor shall any monetary matter agreed to herein be reopened for any cause, other than interpretation, for the duration of this Agreement without the mutual consent of both parties.

1.10 The Board and the Union mutually adopt as a goal the completion of negotiations relative any future negotiated agreement prior to the submission of the Board's budget to the County fiscal authorities.

ARTICLE II — RECOGNITION

2.01 The Board of Education of Prince George's County, hereinafter referred to as the "Board," recognizes the Educators' Association of Prince George's County, hereinafter referred to as "PGCEA," pursuant to *Education Article, Annotated Code of Maryland, Section 6-404* as the sole and exclusive bargaining representative of one unit of all the Board's employees as defined in Section 6-401c.

2.02 PGCEA recognizes that the Board is the legally responsible agency charged with the successful operation of the public school system in Prince George's County.

2.03 The Board recognizes that PGCEA is the legally responsible agency charged with representing the views and requests of the certificated professional personnel contained within the unit.

2.04 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.

2.05 The Board recognizes that the negotiating right of PGCEA is exclusive and that the Board shall not negotiate with other groups of professional personnel in accordance with State statute. In any case involving a dispute resulting from an interpretation of this Agreement, the Board acknowledges that said person initiating the dispute, if electing to avail himself of the services of PGCEA, may be charged a fee by PGCEA for consultation and services rendered. No other employee organization, association or group shall be recognized as a representative of a certificated employee in disputes concerning the Negotiated Agreement before the Board of Education or any of its appropriate officials.

2.06 In carrying out the responsibilities under this agreement, the Board or the PGCEA shall take no discriminatory action against any professional certificated person on account of any such person's sex, race, religion, marital status, national origin or other reasons as long as he satisfactorily performs his professional responsibilities.

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' mail boxes. 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, social security numbers, dues withheld and teacher resignations of PGCEA members. Upon request the Board will provide to the PGCEA the names of new professional personnel and the last four digits of their social security numbers. The process for 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 person from performing his professional responsibilities. Conferences involving the principal or other supervisors must be scheduled at mutually convenient times.

F. All faculty representatives 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. The Association shall have the right to use the interschool mailing system to distribute Association materials as practiced by PGCEA prior to July 1, 1975. Materials which are not related to the Association's execution of its responsibilities may be distributed through the interschool mailing system with the advance approval of the Assistant Superintendent for Administration and Personnel.

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 teachers' mail boxes at the various schools, provided however, that unless the principal or his designee of a particular school is 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. The exclusive representative organization, PGCEA, shall be the only organization representing professional employees which shall be granted dues deductions for membership dues and other fees not in conflict with the State Board of Education decision thereon.

I. It is agreed that all members of the unit represented by the PGCEA desiring payroll deduction of membership dues will submit a signed statement in duplicate authorizing dues check off deductions. One copy of this signed statement will be submitted to the Employee Services 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 Employee Services Office of the Board of Education between September 1 and September 30 of the school year they wish to withdraw their authorization.

It being expressly understood that, absent a showing of gross negligence on the part of 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.

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 meeting appertaining.

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, division, 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 ninety (90) days aggregate and cumulative for all professional employees or five (5) days for any one individual shall be approved in any school year. Exceptions to this provision shall be a ten-day maximum each for the elected treasurer of the Association and one other individual designated by theAssociation. Other exceptions may be granted upon approval by the Assistant Superintendent for Administration and Personnel. 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 Assistant Superintendent for Administration and Personnel 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.

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. ThePresident will be treated as though he were on sabbatical 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 Board of Education of Prince George's County.
2. **PGCEA:** The Prince George's County Educators' Association.
3. **Unit:** Certificated professional personnel employed by the Board and represented by PGCEA.
4. **Professional Personnel:** All certificated professional persons for whom PGCEA is by law entitled to negotiate.
5. **Superintendent:** The Superintendent of Schools of Prince George's County.
6. **Negotiations Law:** *Education Article, Annotated Code of Maryland, Subtitle 4 of Title 6.*
7. **Immediate Supervisor:** The individual to whom the professional employee is administratively responsible.
8. **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.
9. **Itinerant Teachers:** A classroom teacher assigned to more than one school.
10. **Review:** To read, discuss and make suggestions relative to a particular topic.
11. **Faculty Representative:** The unit representative designated by PGCEA.
12. The use of masculine pronouns herein shall be interpreted to mean the masculine or feminine gender in context. However, the use of feminine pronouns in Article IV, Section 4.20 B1 and 2 herein is restricted to the female.

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 professional person or by the PGCEA on its own behalf concerning any 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 professional person making the claim.

4. The term "professional personnel" 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

Should a person elect the grievance procedure, he is ad-

monished 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 professional person with a complaint shall first discuss it with his immediate supervisor within eight (8) days of the alleged wrong. He may request a PGCEA school faculty representative and/or official PGCEA designee to meet with the parties involved. A principal who schedules such a conference may request representation from the office of the Area Assistant Superintendent if he so desires.

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 within seven (7) days, he shall submit in writing on the form provided at each school his grievance within ten (10) days of said conference. If the "aggrieved person " so chooses, a PGCEA representative will assist him in writing his claim.

b. Within seven (7) days, his immediate supervisor will, on the form provided, write his opinion.

Step Three

In the event the aggrieved party is not satisfied with the decision of his immediate supervisor, he will, within ten (10) days by registered mail or by hand, cause to be delivered the copy of his complaint and its answer to the Assistant Superintendent for Administration and Personnel and one to the PGCEA office. The Assistant Superintendent for Administration and Personnel may schedule a meeting with the aggrieved party if, in his opinion, such a meeting may serve to resolve the grievance at this step. A PGCEA staff member may be present at the meeting. In any event, the Assistant Superintendent for Administration and Personnel, within ten (10) days from receipt of the grievance, shall render a written decision as to the solution. Copies to go to the aggrieved person, his immediate supervisor, and PGCEA.

Step Four — Arbitration

If the aggrieved party is not satisfied with the decision of the Assistant Superintendent or if the Assistant Superintendent fails to render a decision within the prescribed time, an arbitrator shall be appointed within ten (10) days. Such arbitrator shall be selected by the Superintendent and the representative of the PGCEA.

If they cannot agree, a joint request will be made to the American Arbitration Association or the Federal Mediation and Conciliation Services Division of the Federal Government within ten (10) days for a list of not less than five names. It is understood that the joint request shall not be construed as granting jurisdiction over the grievance to the American Arbitration Association or the Federal Mediation and Conciliation Service and that the involvement and authority of the American Arbitration Association or the Federal Mediation and Conciliation Service in the grievance shall be limited to providing the parties with the requested list. Each side may add two names to this list. Selection shall be made by alternately striking names from the list until one name remains. 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 written issues submitted by grievant at the time of the filing of the demand for arbitration and such issues as are submitted by respondent 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 his decision that his 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 with that person's superior.

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 on-

ly 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 size of the Faculty Advisory Council shall be determined by the number of PGCEA faculty representatives assigned full time to the building. The FAC shall be composed of:

The Principal
Faculty Representative(s)
A professional staff member appointed by the principal for each Faculty Representative
Two professional staff members elected by the faculty.

C. The designated PGCEA faculty representative chairperson 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 the quorum for a Faculty Advisory Council meeting.

E. The Council shall elect its own chairperson by secret ballot.

F. 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
The Principal
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 the hereafter stated Agreement shall be so construed as to authorize or enable the FAC to effect unilateral changes in County-wide educational policies as may from time to time be established in accordance with the laws of the State of Maryland.

G. Minutes of every meeting, including all FAC recommendations, shall be prepared for release to the 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.

H. 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.

4.04 Work Year

A. Professional personnel employed for ten months may be scheduled to work 190 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 for the school years 1984-85 and 1985-86, one work day, or its equivalent in two one-half day increments, preceding the first student day shall be scheduled exclusively for teachers' classroom planning and preparation time.

3. Of the above number of days for the school years 1984-85 and 1985-86, one day for teachers will be scheduled at the end of the school year when students are not in attendance, unless such a schedule would reduce the number of days or hours of required student attendance as set forth in the Public School Laws of Maryland.

4. 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.

B. Professional personnel employed for eleven months will work the equivalent number of days as the ten-month teachers plus twenty days. Thirty days prior to the beginning of the work year, eleven month personnel will be provided with a copy of a schedule listing when their twenty (20) additional 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.

4.05 Work Day

A. The "work day" is a day of regular duty.

B. The normal work day for professional personnel employed for ten months shall be 7½ 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 minutes, unless the regular lunch period scheduled for students is for a lesser period of time, in which case, the teachers' schedule may coincide with the students', however, the Principal may schedule up to a thirty minute duty free lunch period for teachers where the students' lunch period is less than thirty minutes. The Principal is responsible for implementing this provision, any difficulty in scheduling that would prevent this should be reported immediately to the Area Assistant Superintendent.

E. 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 7½ hours for each teacher.

2. Elementary schools: The Principal shall schedule 225 minutes of planning time for each teacher per regular work week of five normal work days. On four days of the regular work week the schedule shall provide a minimum of forty-five minutes in a continuous block of time during the 7½ hour work day. The remaining forty-five weekly minutes will be scheduled in blocks of time during one or more days within the week during the 7½ hour work day. 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.

F. 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.

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 his non-instructional duty load.

K. The Principal of each school, with the review of the Faculty Advisory Council, will work out an equitable duty load for all members of the faculty, including itinerant teachers.

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 his reason in writing to the teacher. A teacher will not be assigned out of his area of certification for a period of more than two consecutive semesters unless he agrees in writing to a continuance of his out-of-certification-area assignment. A person who elects not to continue to teach out of his area of certification will be declared a staff reduction and involuntarily transferred in accordance with Section 4.12 A. 7 and 8 subject to the provisions contained in Sections 4.12 and 4.13 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.

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 his certified field 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 Personnel Department, 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 classroom teacher has the option of

leaving the room for planning time when the children are being taught by the music or physical education teacher.

E. The Principal shall be responsible for obtaining substitutes for classroom teachers who are absent.

F. Job-Sharing
With the approval of the principal and the Director of Professional Personnel, 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 prorata personal leave and sick leave benefits. Seniority for each teacher will accrue on a prorata basis of one-half year for each full year of half-time assignment.

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

4.07 Non-teaching Duties

A. The Board will provide secretaries and data processing personnel in accordance with the developing needs and at least to the extent of current guidelines for these positions.

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

C. 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.

D. 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.

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

F. 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 September and June when three general faculty meetings may be held each month.

G. Teachers are encouraged to take an active role in the school PTA and each teacher is required to attend Back to School Night.

4.08 Teacher Evaluation and Rating

A. When a professional is evaluated by his supervisor, the completed evaluation forms shall be signed by the professional person in the presence of his 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 he shall follow such notification with a conference to suggest necessary improvement, and he 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 his evaluation may submit a rebuttal in writing which shall be sent to the Assistant Superintendent for Administration and Personnel and made a part of his personnel record, with an additional copy sent to the Area Assistant Superintendent. A copy of this rebuttal will be submitted 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, as well as any ten-month position which does 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 in a County newspaper of record. 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 his designee.

2. These vacancies will be posted in each school 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 applications in writing to the Superintendent or his 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 Personnel Office 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 Selection of Personnel for Positions of Principal and Vice Principal

A. Minimum Qualifications

1. Master's degree or the APC.

2. Fully certified for the position sought at the time of application.

3. Five years of successful education experience.

B. Professional Qualifications and Screening Process

1. Applicants' educational and paper qualifications will be evaluated by the Personnel Department and all applicants that meet the certification requirements of the State Board of Education and the educational requirements as hereinafter defined shall be referred to the screening committee.

2. Preference shall be given to candidates currently employed in Prince George's County, all other factors being equal.

3. The qualifications of each candidate shall be evaluated and assessments made in the areas of:

- **a.** Teaching experience.
- **b.** Supervisory or administrative experience.
- **c.** Work experience and education.
- **d.** Efficiency ratings and/or recommendations.
- **e.** Personal qualifications.

C. Membership of the Screening Committee

The Screening Committee shall consist of no more than eight persons with at least two administrators at the building level and one person nominated by PGCEA and appointed by the Superintendent of Schools.

D. All candidates making the Superintendent's recommended list shall have their applications reviewed yearly. If an applicant has not received an appointment by the end of his third year, the Assistant Superintendent for Administration and Personnel or his designee will discuss with the applicant why the Superintendent has not recommended his appointment and the probability of a future recommendation. At this time the candidate will have the right to reapply, however, it will be at his expense.

E. Appointment of the Position of Acting Principal or Vice Principal: In the event that a vacancy should occur during the school year and there is no candidate on the approved eligibility list suitable for appointment to a specific school, the Superintendent of Schools shall appoint an Acting Principal or an Acting Vice Principal until the eligibility list is once more established. A person appointed to an acting position will be required to qualify before being considered for a permanent appointment.

F. In the event that it becomes necessary to deviate from the established procedure herein, a committee of six people, three appointed by the Superintendent and three appointed by PGCEA, will be appointed to discuss the matter and submit a report to the Superintendent who is responsible for the final recommendation to the Board of Education for the appointment. The Superintendent's recommendation will be accompanied by a statement of his justification for his decision.

G. Area Assistant Superintendents will consult with principals of schools where a vice principal vacancy exists prior to the recommendation and assignment of a vice principal to the vacancy.

H. All professional personnel seeking, from time to time, a promotion or transfer to an administrative position after July 1, 1977, shall be required to teach in the classroom a minimum of one week and a maximum of one quarter, once every three to five years, as a condition precedent to any such appointment or transfer.

4.11 Procedures for Implementing Voluntary Transfers

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

A. Factors to be considered:

1. Certification for the position desired.

2. Tenure status.

3. Length of service in Prince George's County.

4. Satisfactory evaluation.

5. Professional competence relative to the needs in an available position.

6. Proximity to place of residence.

7. Establishment or maintenance of reasonable ratios according to race and/or sex in school faculties.

8. Other relevant factors.

B. Any request for transfer must be submitted on the appropriate form entitled "Transfer Form" which may be obtained from the building Principal. This form, with any supplemental information in support of the transfer request, must be submitted by the teacher no later than March 1 to the Office of the Director of Professional Personnel. A copy of the transfer request is to be given by the teacher to the teacher's current Principal at the time it is submitted to the Office of Professional Personnel.

C. All voluntary transfers shall be acceptable to the receiving Principal.

D. Except for extenuating reasons, voluntary transfers for the ensuing year will not be processed after August 1.

E. Except in unusual circumstances only tenured teachers will be considered for voluntary transfers. Current

employees will be considered for vacancies known prior to August 1 before these positions are made available to new hires.

F. Requests for voluntary transfers to known vacancies may be submitted after March 1, 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 School System. The request made after March 1 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 Office of the Director of Professional Personnel. The Assistant Superintendent for Administration and Personnel shall take final action on the request.

G. 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.

H. In any given month in which the PGCEA makes a request for same, the Department of Professional Personnel 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.

4.12 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 Office of Professional Personnel 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. For this purpose, all service within the county from the most recent date of employment will be counted in determining seniority in the category affected. Categories are as follows:

(1) Kindergarten
(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

(Where two or more teachers in the same school have had equal service in the county and where their employment began on the same day of the same year, the date these employees signed their individual teacher contracts shall be determinative of seniority.)

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 he or she will be a staff reduction. Final notification will be given in writing by the Personnel Office after notification by the Principal.

5. If a teacher is involuntarily transferred during tne 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 requesting voluntary transfers, teachers returning from an approved leave of absence and new hires.

7. In referring teachers who had been declared staff reductions to existing vacancies, total years of service from the most recent date of employment within Prince George's County Public Schools 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 work days after the referral will be permitted for the teacher to advise the Personnel Office relative to their acceptance of the position. If a teacher does not accept any of the positions to which referred, the Personnel Office 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 Area Assistant Superintendent or his/her 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 his/her new assignment must do so on the appropriate form in accordance with the provisions of Article 4.11 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 Assistant Superintendent for Administration and Personnel 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 Assistant Superintendent for Administration and Personnel 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 4.12 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.

4.13 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 counted from most recent date of employment. For purposes of this section, all elementary teachers (K-6) will be considered as having the same subject assignment. System-wide seniority shall mean length of continuous service as a certificated professional employee in the unit represented by PGCEA as counted from the first day said employee began work with the Prince George's County Public School System in said unit. Where two or more employees began work on the same day of the same year, the date the employees signed their individual teacher's contracts shall be determinative of seniority. An official leave of absence without pay intervening continuing service, although not counted as years of service for seniority shall, nevertheless, not be deemed an interruption to continuing service.

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 his most recent date of employment, may be assigned to that subject field provided he 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 Director of Professional Personnel, 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 Office of Director of Professional Personnel 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 working days in advance of their deadline for determining whether to exercise recall rights, (b) shall be available to begin within thirty days, (c) retain recall rights for a period of three years, and (d) except for proven medical disability, a teacher who declines an offer of vacancy in his field of certification shall forfeit all recall rights.

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 4.13 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, 4.13.RIF, apply to all personnel covered for this Agreement except those persons while paid on Differential Schedule A.)

4.14 Termination or Non-Renewal of Contract

A teacher may terminate his contract without prejudice as follows:

1. A first or second-year teacher not on tenure by giving a letter in writing no later than May 1 of any school year.
2. A tenured teacher by giving 30 days notice in writing on or prior to July 15.
3. Resignation of an emergency nature ruled on and accepted by the Personnel Office.
4. Other resignations that are consented to by the Superintendent or his designee.

4.15 Teachers' Rights and Privileges

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 from his 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, 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 his own 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.

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.

2. During his period of employment, a teacher shall be notified of any material of which he does not have a copy and which is to be entered into his personnel file. At the teacher's request and at his 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. Any professional person may personally review his personnel folder, except for confidential reference material, by submitting in writing a letter to the Assistant Superintendent for Administration and Personnel. He shall be able to review his folder within ten days after receipt of request.

If, upon review of his personnel folder, a teacher determines there is material of a negative nature contained therein, he 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 his own 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, principals 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. No employee whose regular teacher's salary is supplemented by Differential Schedule A will be disciplined, reprimanded or deprived of any professional advantage without cause.

c. No employee whose regular teacher's salary is supplemented by Differential Schedule A will be reduced in rank or compensation for arbitrary or capricious reasons.

(1) For purposes of this Section, an employee shall not be deemed to have been reduced "in rank or compensation" if his/her removal from a position paid on Differential Schedule A is as a result of a reduction in positions budgeted for payments on Differential Schedule A.

(2) For purposes of this Section, except in the case of transfers from Principal to Vice Principal, in which event the provisions of Section E.4,C. alone shall be applicable, an employee shall not be deemed to have been reduced "in rank" if he/she is transferred from one position paid on Differential Schedule A to another position that has a salary supplement pursuant to Differential Schedule A, as long as said employee shall receive, for a period of three (3) full school years the same Differential Schedule A supplement said employee received in the year immediately preceding the transfer. Any person so affected may after such three (3) year period, upon application to the Superintendent of Schools, be considered for return to the position originally held.

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, compaigning 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. An employee of the Board may not use his position to exploit students, parents, or Board employees in the interest of his campaign.

c. An employee of the Board may not campaign while on duty during the normal working day.

d. An employee may not use the facilities (except under existing policies), equipment, material, or personnel of the Board, during duty hours, in the conduct of his campaign or in the execution of his duties, if elected.

e. An employee, if elected or appointed to public office which would require full-time service, shall have a choice of resigning his position or receiving a leave of absence without pay from the Board for the period of tenure in office.

f. An employee, 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. An employee, if elected or appointed to public office representing a conflict of interest with the duties usually 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. The employee would have the privilege of transferring his membership in the Teachers' Retirement System to the State Employees' Retirement System.

F. Earning of Credits
A professional person desiring to earn more than six semester hours of credit a semester for salary or certification purpose may take an additional three credits only upon obtaining prior written approval by their Principal or immediate supervisor. It is understood that the request may be denied on the basis that the excessive load in the judgment of the Principal or immediate supervisor would adversely affect the performance of the professional employee.

G. 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 Office of the Area 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 available to professional personnel the following facilities at the base school:

1. A furnished air-conditioned room to be reserved for the exclusive use of faculty and staff.
2. A suitable desk, chair and file cabinet.
3. Where administratively feasible, the itinerant teacher will be provided a private place for storage of material at each school to which assigned.
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. Will continue to provide adequate parking space.
6. A general teacher work area containing equipment and supplies necessary for the preparation of instructional materials.
7. A general space for the storage and display of professional books and literature.
8. Separate dining tables shall be provided for teachers and other staff members within the school lunchroom or in another room which may be available.
9. Adequate lighting shall be provided in the parking lots of all schools.
10. Adequate security shall be provided during the day and night for all school and school-related activities.
11. Adequate telephone service will be provided in each school consistent with budgetary restrictions.
12. Summer school and summer workshops will be assigned in air-conditioned schools unless physically impossible.
13. The Board of Education will make a reasonable effort to provide a secured area within existing facilities for each teacher to store materials used in the classroom.

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.

4.17 Control and Discipline

A. The Principal is charged with the responsibility for the total conduct in the total educational program to which he is 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 judgment of the teacher a student's behavior makes operation of the class impossible, the student may be excluded from the class until the teacher and Principal or his 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 his 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. In the event that the teacher is concerned about the decision of the Principal, the teacher may request that the situation be reviewed by the Area Assistant Superintendent. The Principal's decision is to be implemented pending a review by the Area Assistant Superintendent which is to be completed within seven student days of receipt of the teacher's request. However, if the Area Assistant Superintendent does not complete the aforementioned review within seven student days, at that point the student will again be excluded from class pending resolution of the matter by the Area 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.

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 his duties and resulting from an act alleged to have been performed by such personnel in the performance of their duties shall be promptly reported to the Board or its designated representatives. The Board of Education shall reimburse any teacher for attorney fees not exceeding the minimum fee schedule as may be established and in effect by the Bar Association of Prince George's County, which said teacher may have incurred as a result of defending a criminal charge arising from an incident occurring while the teacher was performing his assigned duties for the Prince George's County School System, provided it is evident to the Board of Education that such criminal charge was sought against said teacher 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 Workmen's 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 Workmen's Compensation ruling.

Each professional employee is to be reimbursed in the sum of not more than $50.00 per occurrence, for proven destruction of clothing, including eyeglasses, caused by an act performed in the performance of his duties.

4.19 Authorized Leaves With Pay

A. Annual Leave

1. Professionals who were employed on a twelve-month contract prior to September 1, 1984, shall be granted twenty-five 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 years of service – 13 days
Over three years, less than fifteen years – 20 days
Fifteen years service and over – 25 days

This leave may be taken only with the approval of the appropriate assistant superintendent.

2. No more than a total of twenty-five days may be accumulated. No more than thirty-five 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 days unused accumulated annual leave may be added to accumulated sick leave at the end of any one fiscal year.

B. 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 Area Assistant Superintendent that no other course is available outside of the regular duty day may, with the permission of his immediate supervisor, be allowed to leave his 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 his assigned duty station only during the time his 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 Area Assistant Superintendent, he shall be allowed the opportunity of leaving as stated above.

3. Upon a request by an Area 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.

C. 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 pupil presently or formerly under his/her school day supervision.

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 he 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.

D. Death Leave

1. On the death of a child, parent or parent-in-law, legal guardian, brother, sister, husband, or wife or anyone who has lived regularly in the household of the teacher immediately preceding death, such teacher shall be allowed four consecutive work days of absence from school without loss of salary. One of the four consecutive days must be the day of the funeral or interment.

2. One work day is allowed to attend the funeral of a grandparent.

3. The employee will be required to submit to his immediate supervisor a written statement specifying the date of funeral.

4. Any exceptions to the above may be made by applying to the Assistant Superintendent for Administration and Personnel whose decision shall be final.

E. 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 his active duty commitment will be allowed military leave with full pay less the amount paid for such duty not to exceed fifteen duty days; such leave may be granted only during a period the individual is required to be on duty.

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 his reserve standing, he will take the fifteen days at such time that it will not interfere with the instruction of children. Exception to the above will require a letter from his immediate military commanding officer and approval by the Assistant Superintendent for Administration and Personnel.

2. Any employee who is drafted for military service may request leave without pay for the period of his obligated service. Upon completion of his military service, he will be entitled to be restored to his former job or one of a similar class if available. However, he must request restoration within ninety days of receipt of his honorable discharge. In addition, he must be physically and mentally capable of performing the work required. When an employee completes his obligated service and is returned to his former classification, he shall be entitled to all the annual salary increments for which he would have been eligible had his employment been continuous.

F. Workmen'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 Workmen's Compensation shall be granted sick leave and this leave shall not be deducted from his accumulated sick leave. Workmen'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 Workmen'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 Workmen'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 days per school year. For any one incident no more than ninety days shall be allowed, although the ninety days may extend into the next school year.

G. Personal Leave

Professional personnel employed on other than twelve-month contract may be absent from duty without loss of pay up to three 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 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 make-up, vacation or staff development day(s) may be requested for reason and must have final approval from the Assistant Superintendent for Administration and Personnel. Such leave request must be received by the Office of the Assistant Superintendent for Administration and Personnel at least two weeks in advance. Unless officially notified of the Assistant Superintendent's decision no later than five duty days after receipt of the leave request by the Office of the Assistant Superintendent, the requested leave will be approved.

3. A maximum of three days per contract year for personal leave may be granted.

4. No personal leave will be granted on staff development days.

5. No personal leave will be granted during the last five days of any school term except as may be approved in writing from the Assistant Superintendent for Administration and Personnel. 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.

6. Personal leave shall not be cumulative.

7. Unused personal leave will be transferred to accumulated sick leave at the end of the year.

H. Professional Growth Leave

Upon approval of the employee's immediate supervisor and the Area Assistant Superintendent, professional employees may be excused from regular duties without loss of pay or personal leave to participate in such observation workshops, meetings, conferences, conventions, in-service days, or other activities devoted to the improvement of curriculum and/or instruction as are approved by the Area Assistant Superintendent and considered by him to be essential.

I. 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 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 his status in the retirement system, social security, his membership in professional organizations, and insurance to which he may be already committed.

1. *Eligibility*

a. Applicants must hold a minimum of a Bachelor's degree.

b. Seven 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 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 weeks prior to application deadlines.

b. Applications for leave to begin September first must be submitted on the application form to the Assistant Superintendent for Administration and Personnel by April first. Applications for leave to begin February first must be submitted by November first.

c. Within four 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. The employee shall receive one-half of his 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. The employee is entitled to return to the position he occupied prior to his leave or to another position of a similar nature within the school system.

d. The employee shall not be transferred from his former position unless he would have been transferred 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. He may elect to remain as a member 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 years. As an option to the services requirement an individual may, if he so elects, return to the Board of Education the salary which he received during the period of sabbatical leave along with interest at the rate of 6% per annum.

b. Each employee, upon return from sabbatical leave, shall make a complete report of his 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.

J. 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 day shall be deducted from sick leave.

K. Sick Leave

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

1. All professional personnel employed on July 1, 1978, and subsequent thereto, shall have sick leave accrued at the rate of one (1) day per month for each month of active employment. Upon completion of five (5) years of continuous employment with the Prince George's County Public Schools, each employee shall have sick leave accrued at the same rate as described below for employees whose employment began prior to July 1, 1978.

An employee whose employment began prior to July 1, 1978, 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 (1½) days per month for each month of active employment.

An employee whose employment began prior to July 1,1978, 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.

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.

b. The remaining five (5) days for qualified employees shall be available in one (1) month entitlements, at the beginning of the month to be accrued.

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 his or her 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 a maximum of five days annually of his 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 Assistant Superintendent for Administration and Personnel.

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

8. *Employees' 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 months following his 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 will 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 Department of Personnel.

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 1984-85 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 July1 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 his 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 twenty (20) 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 three (3) duty 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 Personnel 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 Department of Personnel 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 Department of Personnel does not concur with the Approval Committee, the Department of Personnel 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.

L. 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 and return to his/her same assignment at the start of the next school year unless he/she would have been transferred in the normal course of administrative operations.

M. Other Excused Absences

Other excused absences shall be at the discretion of the Assistant Superintendent for Administration and Personnel. Such absence shall be charged to the appropriate leave.

4.20 Authorized Leaves Without Pay

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

1. Shall maintain his 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 his certificate. 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*

Any professional person who becomes pregnant, shall be required to inform the Personnel Department in writing as soon as she has definite knowledge of pregnancy. 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 maternity leave, 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 4.20 A of this Agreement, provided that said employee furnishes the Office of Director of Professional Personnel 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 4.20 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 as soon as she has definite knowledge of pregnancy. Said employee and her supervisor shall jointly determine the approximate date of the commencement of this leave. When that date has been established, the Office of Professional Personnel shall certify the leave.

The employee shall write to the Office of Professional Personnel 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 Office of Professional Personnel shall certify the leave.

The employee shall write to the Office of Professional Personnel 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 Assistant Superintendent.

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 he would have achieved had he remained an active employee in the system during the period of his absence up to a maximum of two years.

D. Early Release Leave

A professional employee, upon prior approval by the Superintendent or his 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 his assignment 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 the 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 year for the following reasons: prolonged illness; needed rest and necessity in the home; 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 his 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 and necessity in the home, the request for leave must be submitted by July 1 of the school year immediately preceding the year during which the leave is sought.

F. Minimum Service Requirements Between Authorized Leaves Without Pay

Upon returning from a two-year authorized leave without pay, a minimum of two 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 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 personal 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 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 Advance Professional Certificate within ten years from the date of the commencement of their teaching career, shall be required to present evidence of the completion of three semester hours of credit in reading within five years from either July 1, 1977, or five years from the date of their original employment, whichever event shall first occur, except that in the case of teachers not having attained the Advance Professional Certificate as aforestated, such evidence of three semester hours of credit in reading shall be furnished within one year of the date of expiration of their current teaching certificate.

C. After consultation with 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 course of up to the equivalent of three 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 years of age or older, or having taught more than twenty-five 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 shall submit with supporting evidence his request for additional staff personnel beyond that authorized by the staffing formula approved by the Board of Education. The Assistant Superintendent for Administration and Personnel shall make the final determination of staff allocation after review of this 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 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 Instructional Council 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 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 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 Area 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 Area Assistant Superintendent, who will have that matter reviewed within five (5) working days of receipt of the request. If after consideration by the Area 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

During FY 1985 Teacher Coordinators will be paid $500 in addition to their regular salaries. During FY 1986 Teacher Coordinators will be paid $550 in addition to their regular salaries.

ARTICLE VI — FRINGE BENEFITS

6.01 Tuition Reimbursement

Tuition reimbursement will be at the rate of up to $70.00 per credit for nine credits for courses taken for renewal of a Standard Professional Certificate.

One-half of the budgeted allocation for tuition reimbursement will be for courses taken to obtain additional certification in a subject that has been identified by the Superintendent of Schools as a critical subject field. Reimbursements will be disbursed on a first come, first served basis.

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

6.02 Health Service

Each professional person shall undergo the communicable disease check as prescribed by law. The Board further agrees to continue to make arrangements with the Health Department to make available to the teachers the tuberculin test.

6.03 Life Insurance

All professional employees will have free term life insurance. The amount of an individual's insurance will be two times the annual salary rounded to the next lowest $1,000.

6.04 Hospitalization Surgical-Medical Insurance and Major Medical Insurance

A. The Board will pay 70% of the cost of the premium of the Preferred Hospitalization, Extended Surgical-Medical Insurance and Major Medical Insurance for all professional employees employed as of July 1, 1975.

B. For all professional employees that begin service after July 1, 1975, the Board shall pay 50% for the first four years of employment, 60% for the next four years of employment, and 70% thereafter of the cost of Hospitalization Surgical-Medical Insurance and Major Medical Insurance.

C. The maximum benefits of the Major Medical policy will be $50,000 per cause with exception of the out-patient psychiatric treatment.

Psychiatric Care

Cost of treatment by a person licensed to provide psychiatric service shall be reimbursed as follows:

1. Effective July 1, 1973, psychiatric coverage will be restricted to 80% of the first $500 and 50% of the remainder to a maximum of $5,000. Twenty-five dollars per visit is the maximum covered charge. Psychoanalysis cannot be utilized under this program for course work, college credit, or fulfilling licensing requirements.
2. Psychiatric claims which were incurred between July 1, 1969, and June 30, 1973, will be reimbursed as follows:
   - a. 80% of the physician's covered charges to a maximum reimbursement of $2,500.
   - b. Reimbursement beyond the $2,500 maximum and up to a total maximum of $5,000 will be at the rate of 50% of the physician's covered charges.
   - c. Reimbursement is made only for charges in excess of the deductible amount and $25 per visit is the

maximum covered charge.

3. Psychiatric claims which were incurred prior to July 1, 1969, shall continue to a lifetime maximum of $10,000.

6.05 Health Maintenance Organizations

The Board agrees to pay a sum equal to the same dollar amount provided under the health insurance package described above for all unit members currently enrolled or who shall enroll in a Board of Education qualified prepaid health maintenance organization.

6.06 Dental Care Insurance

The Board will pay 70% of the cost of the premium of a dental care insurance plan equivalent to the 1978-79 Maryland Blue Cross-Blue Shield's plan levels I, II and Rider A full payment ($50 individual and $100 family deductible) for all professional employees employed as of June 30, 1978. For all professional employees employed on and after July 1, 1978, the Board shall pay 50% for the first four years of employment, 60% for the next four years of employment, and 70% thereafter.

6.07 Optical Care Insurance

Professional personnel will be eligible to participate in the optical care insurance program implemented July 1, 1978, with the Board paying 70% of the cost of the full premium.

6.08 Prescription Insurance

Effective September 1, 1979, professional personnel will be eligible to enroll in a prescription insurance program, coverage to take effect October 1, 1979, equivalent to the one presently in effect for other Board personnel with the Board paying 70% of the premium (individual or family coverage) for all professional personnel employed as of June 30, 1979, and for professional personnel employed thereafter 50% of the premium for the first four years of employment, 60% of the premium for the next four years and 70% of the premium thereafter.

6.09 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 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 (37½ 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 6.09B hereabove shall be applicable only to those persons employed July 1, 1979, or thereafter.

6.10 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. The list for payroll deductions shall include but shall not be limited to:

1. Unified dues, PGCEA, MSTA, NEA.
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 Givers Fund.
7. Educators' Insurance.
8. Virginia and D.C. State and/or local income taxes for professional personnel will be deducted.
9. PGCEA long-term Disability Insurance Plan.
10. Voluntary political contributions.

6.11 Disposition of Unused Leave Upon Retirement

Upon retirement after twelve years of service in Prince George's County, a professional employee shall receive payment for three-tenths of his unused sick leave, not to exceed full pay for up to a maximum of 60 days for ten-month employees, 66 days for eleven-month employees, 72 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 during his period of employment in Prince George's County. This payment would be based upon the salary of the final year of employment.

6.12 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 appropriate Assistant Superintendent, or his 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 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.

6.13 Professional Insurance Commission

The three-member commission comprised of an appointee from the Board, an appointee from the PGCEA, and a third appointee selected by and agreed to by the other two members shall continue. This commission shall be charged with the responsibility of making an extensive study and recommendations to the negotiation teams each year concerning improvements in insurance and annuity programs.

ARTICLE VII — SALARY POLICY

7.01 Pay Period

Professional personnel will be paid every two weeks.

7.02 Placement of Employees on the Salary Scale

Placement of employees on the salary schedule is based upon verified prior teaching experience including a maximum of two years credit for appropriate military service. Persons entering the system for the first time with two or more years of military service will receive two years of credit at the time of initial employment.

The maximum entry step for a new employee hired on or after July 1, 1978, will be the sixth step of the appropriate scale. 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

1. Teachers new to Prince George's County who are issued Provisional Certificates or who are assigned out of field will be placed on the bachelor's degree salary schedule subject to presenting six semester hours of credit toward regular certification during each year.
2. A holder of a bachelor's degree in their area of certification which required five years of preparation will be placed on the bachelor's plus 45 semester hours scale at the time he qualifies for an Advanced Professional Certificate.

B. Bachelor's Degree Plus 30 Hours/Advance Professional Certificate

1. At least fifteen hours of the course work must be listed in a graduate school catalogue or be certified by the registrar graduate level. With prior approval of the Assistant Superintendent for Administration and Personnel, a maximum of fifteen hours of State-approved workshop and/or undergraduate course credit may be counted toward the bachelor's degree plus 30 hours scale.
2. Course work must have been earned after all requirements for the bachelor's degree were met.
3. The person must qualify for an Advanced Professional Certificate.

C. Bachelor's Degree Plus 45 Hours Scale/Advanced Professional Certificate

1. The employee must qualify for an Advanced Professional Certificate.
2. At least thirty semester 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 Assistant Superintendent for Administration and Personnel, a maximum of fifteen hours of State-approved workshop and/or undergraduate level work may be counted.
3. Courses must have been earned subsequent to completing all requirements for the bachelor's degree.
4. A person who ceases to hold the Advanced Professional Certificate will be reduced to the bachelor's degree plus 30 hours scale.

D. Master's Degree Without a Standard Professional Certificate or Bachelor's Degree Plus 30 Semester Hours

1. A teacher who holds a master's degree but who does not qualify for a Standard Professional Certificate will be placed on the bachelor's degree plus 30 semester hours scale. (A teacher with a master's degree and student teaching may receive a master's salary.)
2. A person must earn six hours of credit toward certification during each year.
3. A holder of a Bachelor of Divinity degree based upon a previous bachelor's degree will be placed on the bachelor's degree plus 30 semester hours scale at the time he qualifies for a Standard Professional Certificate. When this individual reaches the Advanced Professional Certificate status consideration may be given to placing the person on the regular master's scale provided the courses in the second bachelor's degree combined with the courses required for the Advanced Professional Certificate equate courses required for a master's degree. The master's level would be the maximum placement for the person holding a second bachelor's degree.

E. Master's Degree
Master's Degree Plus 30 Hours
Master's Degree Plus 60 Hours
Doctorate

1. The person must qualify for at least an Advanced Professional Certificate.
2. Course work earned after all requirements for the

master's degree have been met may be counted toward the master's degree plus 30 hours scale and master's degree plus 60 hours scale.

3. Courses must be selected from those listed in the graduate school catalogue except as noted below.

4. After placement on the master's salary scale and with prior approval of the Assistant Superintendent for Administration and Personnel, a maximum of fifteen semester hours of State-approved workshop credit and/or undergraduate credit may be accepted.

F. General Information Regarding All Salary Scales

1. All courses earned for placement on interim salary scales must be related and appropriate to the teaching assignment or be applicable to a field in which he is seeking certification.

2. Courses in religion or religious education may not be counted for salary purposes unless they are recognized by the State of Maryland for certification.

3. Progression on the salary scale is determined by the employee's anniversary date or the date of advancement to a higher training or certification level. Teachers employed prior to December 1 shall have the following September 1 as their anniversary date. Teachers employed between December 1 and April 1 will have February 1 of the second teaching year as their anniversary date. Persons employed after April 1 are employed on a per diem basis for the remainder of the school year.

4. Advancement on the salary scale for a teacher holding a Provisional Degree Certificate is contingent upon meeting the requirements of State Board of Education Bylaw by presenting a minimum of six semester hours toward regular certification during each year.

5. Credit for non-educational courses or degrees will not be allowed until the individual concerned has qualified for at least an Advanced Professional Certificate.

6. Any degree that is accepted for salary purposes under the above criteria must be officially certified as an earned bachelor's degree, master's degree or doctorate by the registrar of the accredited institution.

7. A person holding an earned doctorate in their field of assignment and who does not qualify for a Standard Professional Certificate will be placed on the master's plus 60 hours scale.

8. 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 his 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 he is teaching.

9. The maximum entry step for any degree level will include no more than two years of credit for military service.

10. 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.

7.03 Critical Shortage of Certificated Teachers

When the Superintendent of Schools anticipates that there will be a critical shortage of certificated teacher applicants in a subject field, the Superintendent will immediately establish a retraining program in that area of certification in an effort to fill that need.

Once the Superintendent determines that there exists a critical shortage of certified teacher applicants in a given subject field, the Superintendent will schedule a meeting with the President of the PGCEA or his designee for the purpose of verifying that there are insufficient certificated applicants for full-time vacancies, that the vacancies cannot be filled by voluntary transferees certificated in the subject field, nor by any retraining program then underway and that the Personnel Department has utilized all of the normal recruitment techniques.

Following such a meeting, the Superintendent shall authorize recognition of qualifying and verified non-teaching work experience up to a maximum of five (5) years for, in this order of preference: (1) qualified applicants who are regularly certificated; (2) applicants who may be provisionally certified, but who are within nine (9) hours of eligibility for regular certification.

In the event that such a temporary waiver of Article 7.02 is effectuated in a given subject field, all teachers presently employed in that subject field below Step six (6) who have qualifying and verified non-teaching work experience shall be granted comparable credit for such experience, up to Step five (5).

The criteria defining "qualifying and verified non-teaching work experience" shall be:

1. The previous employment was full time (37 hours per week) for a twelve (12) month period and was in a work area directly related to the content area of the person's teaching field per year of advanced placement on the salary scale.

2. There should be evidence, such as a letter of reference from the prior employer, that the person is effective in interpersonal relationships with coworkers and superviors and has extensive knowledge of the subject material and has demonstrated effective communications skills that would allow the individual to transmit that knowledge to students.

The aforegoing exceptions apply only until December 15, 1985, unless extended for the duration of this contract by mutual agreement.

In no instance will this provision be utilized to move or transfer teachers currently employed to accommodate these new employees, nor will preferential placement of these teachers be allowed. In every instance people hired under this provision will be hired for full-time positions.

7.04 Military Credit

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

A salary scale carrying longevity increases has been adopted. Therefore, those persons who did not receive credit for the full two years of military time shall receive the credit so qualified for toward career step. (This provision shall not apply to those employed since September, 1967, who

received nine years of credit for out-of-county service on the salary scale.)

7.05 Six Months' Military Credit

Credit for six consecutive months' military service in a reserve program is granted. The professional personnel eligible will be advanced one-half year in his experience standing so that after one-half year of service he would move to the next step of the salary schedule.

7.06 Longevity Program

The longevity pay step in this agreement shall apply to and benefit the following persons:

1. Professional personnel who meet the experience requirement of previous years of teaching and who have maintained first class certificates during the years to be considered for longevity.
2. Professional personnel who have had the equivalent of two years' military credit or who qualify for at least one year of military credit, which, added to the years of actual teaching experience, places them on the actual longevity step. Professional personnel employed after September 1, 1967, who have had military credit already considered in their placement on salary scale shall not benefit hereby.

All teaching experience for which a person has received credit in Prince George's County shall be counted toward placement on the longevity step.

7.07 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.

7.08 Placement of Principals on Differentials

The number of assistants used in placing a principal on differentials shall be the sum total of the staff allotment assigned to his building.

7.09 Retention of Salary When There Is a Reduction in the Number of Assistants

Principals who lose enough pupils and teachers through a reduction in enrollment sufficient to cause a reduction in the Principal's differential, or who are transferred to a smaller school, shall continue to be paid at the higher differential, except as specified below:

1. If upon notification that the Principal is to be reassigned to a larger school the Principal requests and the Superintendent agrees to permit the Principal to remain at the smaller school, the Principal's placement on the differential salary schedule will be adjusted in accordance with the staffing at the smaller school.
2. If the Principal is moved to a smaller school for cause, the Principal's placement on the differential salary schedule will be adjusted in accordance with the staffing at the smaller school.
3. If the Superintendent grants a Principal's request to be reassigned to a smaller school, the Principal's placement on the differential salary schedule will be adjusted in accordance with the staffing at the smaller school.

7.10 Acting Appointment – Pay and Leave Benefits

Any professional person appointed by the Superintendent to act for one month or longer to a position on the differential schedules shall, in addition to their regular salary and benefits, be entitled to the prorated share of the salary differential and prorated share of leave benefits of said position during the time of the appointment.

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

d. Tenured teachers shall have preference over non-tenured and/or provisional 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 his current principal. Teachers who have taught summer school the previous three 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 consecutive summers, providing a teaching position is available, his performance was satisfactory the prior summer, and he has taught in that field the prior regular school year. At the end of three 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 years unless no other tenured teacher qualified under 2 above is available to teach the summer school course.

4. Summer school teaching shall be 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 and 8.01, A, 3, hereabove and may continue teaching summer school. 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 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 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*

The professional employees who work on curriculum development projects will be paid on their regular per diem basis not to exceed $50.00 per day. The work day shall not exceed seven (7) hours exclusive of lunch.

3. *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 $50.00. 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 work day shall not exceed seven (7) hours exclusive of lunch.

8.02 Adult Education and Evening High School

A. Adult Education

Salaries for adult education teachers will be established at the rate of $10.56, $11.31, and $12.07. Long experience in industry could be evaluated for non-degree teachers beyond the stated level above but not to exceed $12.07 per hour.

B. 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 Instructional 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.

B. Policy

Any such person or persons designated a school instructional chairperson shall be expected to perform his duties during the regular school day and to that extent may be relieved by his 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.

	FY-85	FY-86
2-4	$123.00	$141.00
5-7	164.00	189.00
8-above	206.00	237.00

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. The instructional chairperson is eligible for compensation according to the salary scale above if the assignment requires him to perform duties that cause him to use time during the school day, thereby extending his normal school day in order to take care of his regular school work load.
4. If the instructional chairperson receives compensatory time in his daily schedule (i.e., additional planning time), he must certify that he spends 40 hours or more in addition to the regular 7½ hour day to perform his assignments 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 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. No instructional chairperson shall be entitled to compensation hereunder unless his designation as such has been approved by the principal and Area Assistant Superintendent on or before September 15 of said school year.
2. Provided notification is made as above, payment shall be authorized by the Assistant Superintendent for Administration and Personnel 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 chairmanship is handled by more than one person during its duration, the amount of compensation designated for said chairmanship shall be divided on a pro-rata basis among the persons having so performed duties assigned to them.

8.04 Compensatory Emoluments Program

A. Purpose

It is the purpose of the compensatory emoluments program in the Prince George's County Public School System to provide instruction 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 hours (60-minute hour) in addition to the normal 7½ 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 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 activities in any one school year unless limitation of staff may require the assignment of an additional activity subject to the approval of the Assistant Superintendent for Administration and Personnel.
2. Each assignment is to be rescheduled annually and assignments shall be for not more than one activity at a time during the school year.
3. The compensatory emoluments may be terminated at any time through the Assistant Superintendent for Administration and Personnel 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 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 Assistant Superintendent for Administration and Personnel 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 ac-

tivity and further that no compensation shall be granted unless the request for same is filed with appropriate Assistant Superintendent thirty days after its conclusion or June 25 of said school year, whichever event shall be first.

TEACHERS' SALARY SCALE

August 23, 1984 through October 21, 1985

Step	BA[a]		BA + 30[b]		BA + 45 & MA[b]		MA + 30[b]		MA + 60[b,c]	
1	1.00	14708	1.12	16473	1.20	17650	1.30	19120	1.35	19856
2	1.06	15590	1.18	17355	1.26	18532	1.36	20003	1.41	20738
3	1.12	16473	1.24	18238	1.32	19415	1.42	20885	1.47	21621
4	1.18	17355	1.30	19120	1.38	20297	1.48	21768	1.53	22503
5	1.24	18238	1.36	20003	1.44	21180	1.54	22650	1.59	23386
6	1.30	19120	1.42	20885	1.50	22062	1.60	23533	1.65	24268
7	1.36	20003	1.48	21768	1.56	22944	1.66	24415	1.71	25151
8			1.54	22650	1.62	23827	1.72	25298	1.77	26033
9			1.60	23533	1.68	24709	1.78	26180	1.83	26916
10			1.66	24415	1.74	25592	1.84	27063	1.89	27798
11			1.72	25298	1.80	26474	1.90	27945	1.95	28681
12			1.78	26180	1.86	27357	1.96	28828	2.01	29563
13			1.84	27063	1.92	28239	2.02	29710	2.07	30446
14			1.90	27945	1.98	29122	2.08	30593	2.13	31328
15			1.92	28239	2.00	29416	2.10	30887	2.15	31622
16			1.94	28534	2.02	29710	2.12	31181	2.17	31916
17			1.96	28828	2.04	30004	2.14	31475	2.19	32211
18			1.98	29122	2.06	30298	2.16	31769	2.21	32505
19			2.00	29416	2.08	30593	2.18	32063	2.23	32799
20-24			2.03	29857	2.11	31034	2.21	32505	2.26	33240
25			2.07	30446	2.15	31622	2.25	33093	2.30	33828

[a] For persons employed after July 1, 1973, the maximum salary step for a BA is step 7. The maximum entry step on the salary scale effective July 1, 1978, is step 6.

[b] Persons must qualify for an Advanced Professional Certificate to be placed on this salary scale.

[c] Doctorate $400 over MA + 60.
Per Diem is based on 1/200 of the scale.

TRANSITIONAL SALARY SCHEDULE

August 23, 1984 through October 21, 1985

Step	BA[a]		BA + 15[b]		MA + 15[c]	
1			1.06	15590	1.25	18385
2			1.12	16473	1.31	19267
3			1.18	17355	1.37	20150
4			1.24	18238	1.43	21032
5			1.30	19120	1.49	21915
6			1.36	20003	1.55	22797
7			1.42	20885	1.61	23680
8	1.42	20885	1.48	21768	1.67	24562
9	1.48	21768	1.54	22650	1.73	25445
10	1.54	22650	1.60	23533	1.79	26327
11	1.60	23533	1.66	24415	1.85	27210
12	1.66	24415	1.72	25298	1.91	28092
13	1.72	25298	1.78	26180	1.97	28975
14	1.72	25298	1.78	26180	2.03	29857
15	1.74	25592	1.80	26474	2.05	30151
16	1.76	25886	1.82	26769	2.07	30446
17	1.78	26180	1.84	27063	2.09	30740
18	1.80	26474	1.86	27357	2.11	31034
19	1.82	26769	1.88	27651	2.13	31328
20-24	1.85	27210	1.91	28092	2.16	31769
25	1.89	27798	1.95	28681	2.20	32358

[a] Only employees employed prior to July 1, 1973, can continue beyond the 7th step of the BA scale.

[b] Only employees who successfully completed requirements prior to September 30, 1975, and who earn three credits per year toward their APC can continue on the BA + 15 scale. For employees employed after July 1, 1973, the maximum salary step for the BA + 15 is step 9.

[c] Only employees who successfully completed requirements prior to September 30, 1975, can continue on the MA + 15 scale.

TEACHERS' SALARY SCALE

October 22, 1985 through August 31, 1986

Step	BA[a]		BA + 30[b]		BA + 45 & MA[b]		MA + 30[b]		MA + 60[b,c]	
1	1.00	15738	1.12	17627	1.20	18886	1.30	20459	1.35	21246
2	1.06	16682	1.18	18571	1.26	19830	1.36	21404	1.41	22191
3	1.12	17627	1.24	19515	1.32	20774	1.42	22348	1.47	23135
4	1.18	18571	1.30	20459	1.38	21718	1.48	23292	1.53	24079
5	1.24	19515	1.36	21404	1.44	22663	1.54	24237	1.59	25023
6	1.30	20459	1.42	22348	1.50	23607	1.60	25181	1.65	25968
7	1.36	21404	1.48	23292	1.56	24551	1.66	26125	1.71	26912
8			1.54	24237	1.62	25496	1.72	27069	1.77	27856
9			1.60	25181	1.68	26440	1.78	28014	1.83	28801
10			1.66	26125	1.74	27384	1.84	28958	1.89	29745
11			1.72	27069	1.80	28328	1.90	29902	1.95	30689
12			1.78	28014	1.86	29273	1.96	30846	2.01	31633
13			1.84	28958	1.92	30217	2.02	31791	2.07	32578
14			1.90	29902	1.98	31161	2.08	32735	2.13	33522
15			1.92	30217	2.00	31476	2.10	33050	2.15	33837
16			1.94	30532	2.02	31791	2.12	33365	2.17	34151
17			1.96	30846	2.04	32106	2.14	33679	2.19	34466
18			1.98	31161	2.06	32420	2.16	33994	2.21	34781
19			2.00	31476	2.08	32735	2.18	34309	2.23	35096
20-24			2.03	31948	2.11	33207	2.21	34781	2.26	35568
25			2.07	32578	2.15	33837	2.25	35411	2.30	36197

[a] For persons employed after July 1, 1973, the maximum salary step for a BA is step 7. The maximum entry step on the salary scale effective July 1, 1978, is step 6.

[b] Persons must qualify for an Advanced Professional Certificate to be placed on this salary scale.

[c] Doctorate $400 over MA + 60.
Per Diem is based on 1/200 of the scale.

TRANSITIONAL SALARY SCHEDULE

October 22, 1985 through August 31, 1986

Step	BA[a]		BA + 15[b]		MA + 15[c]	
1			1.06	16682	1.25	19673
2			1.12	17627	1.31	20617
3			1.18	18571	1.37	21561
4			1.24	19515	1.43	22505
5			1.30	20459	1.49	23450
6			1.36	21404	1.55	24394
7			1.42	22348	1.61	25338
8	1.42	22348	1.48	23292	1.67	26282
9	1.48	23292	1.54	24237	1.73	27227
10	1.54	24237	1.60	25181	1.79	28171
11	1.60	25181	1.66	26125	1.85	29115
12	1.66	26125	1.72	27069	1.91	30060
13	1.72	27069	1.78	28014	1.97	31004
14	1.72	27069	1.78	28014	2.03	31948
15	1.74	27384	1.80	28328	2.05	32263
16	1.76	27699	1.82	28643	2.07	32578
17	1.78	28014	1.84	28958	2.09	32892
18	1.80	28328	1.86	29273	2.11	33207
19	1.82	28643	1.88	29587	2.13	33522
20-24	1.85	29115	1.91	30060	2.16	33994
25	1.89	29745	1.95	30689	2.20	34624

[a] Only employees employed prior to July 1, 1973, can continue beyond the 7th step of the BA scale.

[b] Only employees who successfully completed requirements prior to September 30, 1975, and who earn three credits per year toward their APC can continue on the BA + 15 scale. For employees employed after July 1, 1973, the maximum salary step for the BA + 15 is step 9.

[c] Only employees who successfully completed requirements prior to September 30, 1975, can continue on the MA + 15 scale.

DIFFERENTIAL SCHEDULE A
FISCAL YEARS 1985 & 1986

Step	A	B	C	D	E
Certificated Professional Administrative and Supervisory Salary Scale Differential					
1	1213	2315	3418	4520	5623
2	1413	2515	3618	4720	5823
3	1613	2715	3818	4920	6023
4	1813	2915	4018	5120	6223
5	2013	3115	4218	5320	6423
6	2213	3315	4418	5520	6623
7	2413	3515	4618	5720	6823
Placement According to Position Responsibility					
	Vice principals Asst. Supervisors Instruction Asst. Personnel Asst. Coord. Student Affairs Coord. Voc. Funding	Principals 1-29 assistants Supervisor Instructional Adult Education Evening High Sch. Pupil Accounting Parent Education Testing and Research Certification Federal Progs. Information Ser. Guidance Interscholastic Aths. Audio-Visual Libraries Publications Teacher Personnel Pupil Personnel Psychological Services	Principals 30-59 assts Supervisor Classified	Principals 60-89 assts.	Principals 90-150 assts.

DIFFERENTIAL SCHEDULE B
FISCAL YEARS 1985 & 1986

Salary Differential for Selected Positions			
Step	F	G	H
1	276	500	772
2	426	650	972
3	576	850	1172
	Coordinator – TESOL	1050	COORDINATORS
		1250	Home Teaching
		1450	Head Start
		1650	Follow Through
		Pupil Personnel Worker	Teacher Education Center
		Administrative Assistant	Dire Projects
			Operation: Moving Ahead

COMPENSATORY EMOLUMENTS
FY-1985

	Competitive Activity		Product Activity		Service Activity	Enrichment Activity
I.	Football (senior)*	$1047	High School Yearbooks (w/ads)	$ 818	$164 per activity	$122 per activity
	Basketball (senior)	$1129	High School Newspaper	$ 659	(10 per school)	(10 per school)
	Track (senior)	$1129	(min. 8 issues with ads)	$ 573		
	Baseball (senior)	$1129	High School Yearbook (without ads)	573		
	Softball (senior)	$1129				
	Wrestling (senior)	$1129				
II.	Soccer (senior)	$ 818	Middle School Yearbook	$ 328		
	Indoor track (senior)	$ 818	Middle School Newspaper	$ 328		
	Volleyball (senior)	$ 818	High School Newspaper (without ads)	$328		
III.	Tennis (senior)	$ 531				
	Golf (senior)	$ 531				
	Cross country (senior)	$ 531	School Literary Magazine (each issue – limit of 2)	$ 204		
IV.	Forensic (senior)	$ 409				
	Intramurals (Middle)		Dramatics and Music (2 positions)			
	Coord. (1 per school)	$ 405	Schools under 1000	$ 818		
	Assist. (2 per school)	$ 330	Schools between 1000 and 2000	$1226		
V.	Cheerleader (senior)	$ 350	Schools over 2000	$1634		
	Gymkana (senior)	$ 350	Science Fair Coord.			
	Intramurals (senior)	$ 350	High School	$ 300		
	Pom Pons (senior)	$ 350				

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.

Assistant Coaches – 70% of the base stated.

*Summer per diem – 10 days for head coach
8 days for asst. coach

COMPENSATORY EMOLUMENTS
FY-1986

	Competitive Activity		Product Activity		Service Activity	Enrichment Activity
I.	Football (senior)*	$1204	High School Yearbooks (w/ads)	$ 941	$189 per activity	$140 per activity
	Basketball (senior)	$1298	High School Newspaper	$ 659	(10 per school)	(10 per school)
	Track (senior)	$1298	(min. 8 issues with ads)	$ 659		
	Baseball (senior)	$1298	High School Yearbook	$659		
	Softball (senior)	$1298	(without ads)			
	Wrestling (senior)	$1298				
II.	Soccer (senior)	$ 941	Middle School Yearbook	$ 377		
	Indoor track (senior)	$ 941	Middle School Newspaper	$ 377		
	Volleyball (senior)	$ 941	High School Newspaper (without ads)	$377		
III.	Tennis (senior)	$ 611				
	Golf (senior)	$ 611				
	Cross country (senior)	$ 611	School Literary Magazine (each issue – limit of 2)	$ 235		
IV.	Forensic (senior)	$ 470				
	Intramurals (Middle)		Dramatics and Music (2 positions)			
	Coord. (1 per school)	$ 463	Schools under 1000	$ 941		
	Assist. (2 per school)	$ 380	Schools between 1000 and 2000	$1410		
V.	Cheerleader (senior)	$ 403	Schools over 2000	$1879		
	Gymkana (senior)	$ 403	Science Fair Coord.			
	Intramurals (senior)	$ 403	High School	$ 345		
	Pom Pons (senior)	$ 403				

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.

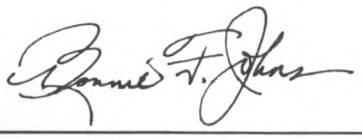
Assistant Coaches – 70% of the base stated.

*Summer per diem – 10 days for head coach
8 days for asst. coach

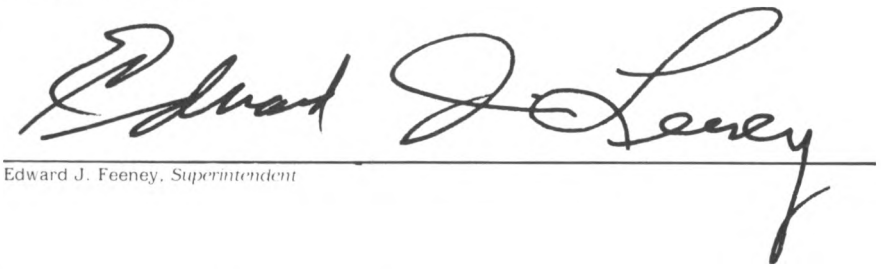
This Agreement contains the final and entire Agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 28th day of June, 1984.

Board of Education of Prince George's County:

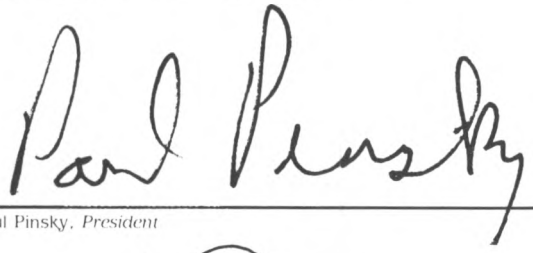


Bonnie F. Johns, *Chairman*

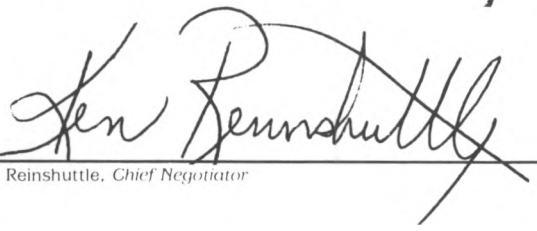


Edward J. Feeney, *Superintendent*

Prince George's County Educators' Association:



Paul Pinsky, *President*



Ken Reinshuttle, *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 there 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 responsiblity 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 recommendation 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 schol 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 regulations 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.

(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 organization 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 Representation 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 subsection (b) of this section, an 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 pubic 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 elections 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.

(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.

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.

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.

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.

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

The only changes are in style.

BULLETIN

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

A-49-83
Originators Serial No.

April 21, 1983
Date

Administration and Personnel
Originating Office

June 30, 1983
Cancellation Date

To: High School Principals
High School Teachers of English
High School Teachers of Mathematics
High School Teachers of Science
High School Teachers of Social Studies

From: Assistant Superintendent for Administration and Personnel

Subject: Teacher Coordinator Positions

Information:

The Board of Education adopted a proposal of the Superintendent of Schools to establish in each high school the position of Teacher Coordinator in each of the following subject field assignments: English, mathematics, science, and social studies. These positions replace the existing positions of Department Chairpersons in these subject field assignments in the high schools. Although final authorization for these positions is contingent on final adoption of the FY-84 Operating Budget, it is essential at this time to proceed to identify personnel for these assignments.

The position is one in which the Teacher Coordinator will be assigned regular classes for three periods, and will assume coordinating functions as outlined below the other three periods (in the case of schools operating on a six period schedule), or will be assigned regular classes for four periods, assuming the coordinating activities the other three periods (in the case of schools operating on a seven period schedule). Additional staff allocation has been tentatively provided each school so that such deployment will **not** necessitate an increase in class size. The position of Teacher Coordinator will be authorized additional compensation, to be determined in the near future. Appointments to these positions will be made by school principals, subject to approval by the Area Assistant Superintendent, for a one year period.

Description of Duties – Teacher Coordinator

Working with the principal and other school based administrators and counselors:

- Updates principal and others concerning developments in the content and skills of the subject field.
- Serves as liaison within and between departments, and with feeder schools.
- Prepares budget needs of the department.
- Coordinates requests for textbooks and instructional materials.
- Coordinates organizing, dispersing, rotating, and inventorying materials of the department.
- Assists in analyzing test results.
- Assists in determining student schedule assignments.
- Assists in analyzing individual student needs.

Working with other teachers in the department:

- Helps to assure the implementation of the county-wide program.
- Ascertains that teachers have appropriate curriculum guides.
- Assists in grouping and regrouping students for instruction.
- Observes and analyzes classroom instruction with feedback to the teacher.
- Demonstrates instructional strategies.

- Provides in-service activities.
- Participates in collaborative teaching.
- Provides content assistance to teachers out-of-field.
- Assists in arranging for appropriate assistance for students who have failed required functional tests.
- Assists in developing and selecting instructional materials.
- Assists in correlating topics/study skills.
- Assists in analyzing student success/failure.

Working with non-school based instructional personnel:

- Meets frequently with subject area supervisors, the High School Team, and periodically with coordinating supervisors of instruction.
- Provides input and feedback relative the success of county-wide curricula and programs as implemented in the schools.
- Suggest modifications to the instructional program.

Note: Teacher Coordinators will **not** participate in the evaluation of classroom teachers.

Action:

All high school teachers of English, mathematics, social studies and science who are assigned to a given school for 1983-84 as of June 6, 1983, are invited to apply to their respective principals for consideration for appointment to the position of Teacher Coordinator. Applications to that effect are attached to this bulletin and are to be submitted **no later** than June 6, 1983. Principals are instructed to interview all applicants, and forward their recommendations to the Area Assistant Superintendent by June 13, 1983. Area Assistant Superintendents will forward their recommendations to the Division of Administration and Personnel by June 30, 1983. Appointments will be confirmed in July.

Edward M. Felegy
Assistant Superintendent for
Administration and Personnel

Attachments

Distribution: Lists #1, #4, #6, #10, #11
(Special Distribution from List #7)

Consistent with the provisions of Section 5.03 of the Negotiated Agreement and the Impasse Panel's recommendation, the maintenance of a sound instructional program is a principal consideration of the Board of Education of Prince George's County, and to this end the Board is committed to a reduction in class size towards relevant lawful standards.

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 Economic	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

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