

ASASP Negotiations Proposal
Unit II & Unit III Language Changes/Additions
Fiscal Years 2022 - 2024

Section	Title	Proposed Language Changes/Additions
Unit II 1.09 Unit III 1.09	Supremacy of Law and Limitations On Reopening the Agreement	Nothing contained herein shall be deemed to supersede any provision of the Constitution or the Code of Maryland Regulations (COMAR) , nor shall any 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.
Unit II 1.11 C Unit III 1.11 C	Protection of members	Assistance with Harassment and Other Conduct Toward Employee. When any unit member gives written notice to the appropriate school system official that another individual is engaging in a course of conduct against the unit member, arising from the unit member's performance of his/her duties and responsibilities, which the unit member reasonably believes to be in violation of code sections related to Harassment, Stalking, Disturbance or threats or Trespassing , as defined in of the Annotated Code of Maryland, the school system will take reasonable actions, as the Board considers appropriate, designed to protect the employee and prevent the continuation of the offensive conduct. "
Unit II 1.11 D Unit III 1.11 D	Protection of Unit Members	Anti-Discrimination: The Board prohibits discrimination, retaliation directed to any member who has, on the basis of race, color, sex, age, national origin, religion, marital status, sexual orientation, or disability, been excluded from participation in, denied the benefits of, or been subjected to discrimination or retaliation under any academic, extra-curricular, research, occupational training, or other education program or activity. Violation of this provision is subject to Article III, 3.01. members may also elect to file an AP 4170 or complaint with any governmental entity or to a Court of proper jurisdiction.
Unit II 2.05 Unit III 2.05	Association Dues	It is agreed that all members of the unit represented by ASASP who desire payroll deductions of membership dues may submit a signed statement authorizing dues deductions to ASASP for forwarding to Payroll . It is understood that this signed statement will constitute a continuing authorization regardless of membership and those members of the unit who wish to withdraw their authorization for payroll deductions of membership dues must give notice in writing to Payroll annually between May 1-10 of the school year for which the authorization is withdrawn. Such deductions shall be for the annual dues of ASASP.
Unit II 2.10 Unit III 2.10	Labor Mgmt. Relations Committee	The parties agree that there shall be a committee of not more than four members appointed by ASASP and four members appointed by the CEO. The Committee will be co-chaired by a designee of the CEO and the Executive Director of the Association/designee. The parties agree to collaborate in a respectful and meaningful manner and within a timeframe that provides an opportunity to formulate solutions to common issues. The Committee will meet monthly to exchange views and information, address matters of interest and mutual concerns and 4 Negotiated Agreement - Unit II explore opportunities for mutually advantageous ways to improve relationship between the parties and improve the effectiveness of the school system. The Labor-Management Committee will, as the parties deem appropriate, establish subcommittees to address particular topics of mutual interest that will enhance the work environment for administrators as they lead the advancement of student achievement. The parties agree that this Committee is solely for the purpose of exchanging views and information and shall not be deemed or construed as a substitute for collective bargaining. Legal Counsel for either party will not participate in these meetings without 48 hour prior notification from either party.

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Unit II 3.01 C Step 3 Unit III 3.01 C Step 3	Grievance Procedure	If the grievant is not satisfied with the disposition in Step Two, the grievant may again file the grievance with ASASP within ten (10) work days of the decision at Step Two. Within fifteen (15) work days of the decision at Step Two, ASASP may forward the grievance to the Chief Human Resources Officer, who shall have twenty (20) work days to respond to the grievance. The Chief Human Resources Officer, or designee, may schedule a meeting with the aggrieved party if such a meeting might serve to resolve the grievance at this step. If the decision is made to schedule a meeting or a conference, it shall be held at the earliest mutually convenient time. In such instances, the timeline for written response will be adjusted.
Unit II 3.02 A.1	Work Day, Work Week, Work Year, Working Conditions.	All unit members employed on an eleven (11) month basis may be scheduled to work 210 days of the fiscal year between August 1 and June 30, and all scheduled student days shall be included in the 210 days. It is understood and agreed that because of the nature of the unit positions, bargaining unit employees may have responsibilities that extend beyond the work day and work week. Principals and Assistant Principals should work collaboratively as an administrative team to determine the actual 210 days the Assistant Principal will work. This calendar shall serve as a guide only for the days that the eleven-month Assistant Principal to work, as the needs of the school or the school system may change throughout the school year, and as such the calendar may need to be amended collaboratively. Days used for approved leave during the 210 days are included in the total 210 service days. Concerns of the Association or members will be brought to the attention of the assigned Instructional Director/Associate Superintendent for resolution.
Unit II 3.02 A.2	Work Day, Work Week, Work Year, Working Conditions.	PGCPS shall provide two (2) weeks of compensation for one Assistant Principal for the month of July based upon the needs of the school as specified by the assigned Principal with notification to the appropriate Associate Superintendent.
Unit II 3.02 A.3	Work Day, Work Week, Work Year, Working Conditions.	Selection of one Assistant Principal for service on this two (2) week assignment shall be based upon seniority as an Assistant Principal in the assigned school and an effective overall evaluation in the prior year. If the most senior person declines, the offer shall go to the next senior Assistant Principal.
Unit II 3.03 A Unit III 3.03 A	Promotions, Voluntary Transfers and Assignments	All vacancy announcements will be advertised on the Prince George's County Public Schools website. Unit members interested in being considered should apply and submit a resume and letter of interest by the deadline that is stated on the position announcement. Resumes will be kept on file for one school year, so unit members will only need to file a letter of intent for other posted promotional positions.
Unit II 3.04 B Unit III 3.04 B	Involuntary Transfers	When an involuntary transfer becomes necessary to fill a vacant position, the CEO shall first request a volunteer to fill the transfer; however, if there is no available qualified volunteer, the least senior unit member in that assignment location shall be selected, unless the CEO executes her/his authority for the involuntary transfer of a unit member based upon the needs of the school and/or school system. A unit member's seniority, area of competence and experience will be considered significant factors in the involuntary transfer process.
Unit II 3.04 J Unit III 3.04 L	Involuntary Transfers	The Chief Human Resources Officer shall provide the Union with a list of vacancies in Unit II so that Unit members may timely apply for the same.
Unit II 3.05 A Unit III 3.05 A	Evaluation	This article covers all annual evaluations. The Board and the Union agree that the primary purposes of the Evaluation system are to appraise the performance of unit members and assist unit members to improve their effectiveness in performing their job responsibilities. The evaluation system is one part of the Administrative and Supervisory (A&S) personnel professional growth and development.

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Unit II 3.05 C Unit III 3.05 B	Evaluation	The personnel evaluation documents applicable to each position for a given year shall be made available to Unit members no later than October 1 or within 30 days of assignment Individual performance objectives or objective targets will be recorded in writing and signed by the evaluator and the unit member no later than October 1 or within 30 days of assignment. Employees must be evaluated using the processes outlined in the employee evaluation manual provided annually through the Office of Employee Performance. The documents shall include a provision for unit members to offer comments if they are not in agreement with the job targets. Documents must be signed by the evaluator and unit member.
Unit II 3.05 D Unit III 3.05 C	Evaluation	When an individual's job performance is deemed less than satisfactory, the evaluator shall promptly advise the individual of such circumstances by conference and/or written notification. Such notification must be signed by both the individual and the evaluator. The individual's refusal to sign the document(s) does not negate the notification. Where the circumstances so warrant, the individual shall be given forty-five (45) days to correct deficiencies.
Unit II 3.05 E Unit III 3.05 D	Evaluation	Employees will have at least 45 work days to correct an interim evaluation that is either unsatisfactory or shows need for improvement. A Growth Plan may be issued at any time during the year, with the opportunity to correct within 45 work days in the evaluation year.
Unit II 3.05 F Unit III 3.05 N	Evaluation	All annual evaluations are to be completed and signed by both the evaluator and unit member by June 30th.
Unit II 3.11 D Unit III 3.11 D	Discipline and Discharge	No unit member shall be disciplined without cause. For purposes of this section, cause shall be defined as that event or action taken by a unit member which constitutes a violation of educational policy, administrative procedure or the Employee Code of Conduct as previously prescribed by the Maryland State Board of Education, Board of Education of Prince George's County or its CEO of Schools; or the breach of any duty lawfully delegated unto a unit member or any action by a unit member which constitutes a basis for dismissal under law. Unless so explicitly advised by the CEO of Schools or his/her designee, a unit member's transfer from one position in the unit to another shall not be deemed to be a disciplinary action.
Unit II 4.01 A Unit III 4.01 A	Leave Procedure	Unit members with earned leave shall not be placed on leave without pay status by the leave granting authority without prior written notice and justification.
Unit II 4.01 C Unit III 4.01 C	Leave Procedure	Unit members returning from any long-term leave, are guaranteed upon return their same salaries, assignment to a similar or otherwise appropriate position to the one vacated. This section does not eliminate the CEO's authority to execute an involuntary transfer for the unit member or to assign the unit member to an alternate position based upon the individual's experience and qualifications and the needs of the school system.
Unit II 6.02 Unit III 6.02	Advancement	Advancement on a given salary scale shall be contingent upon an overall rating of effective as denoted in the annual performance appraisal.
Unit II 6.03 Unit III 6.03	Doctorate	Unit members holding a conferred doctorate degree shall receive a differential for the period (July 1 - December 31st (100%) or January 1-June 30 (50%)) in which the degree is held. The annual amount of the differential will be \$2,000 for 11-month employees and \$3,000 for 12-month employees.
Unit II 6.04 Unit III 6.04	National Certification	A unit member who has successfully completed and attained an approved national certification, for example, the National Board for the Professional Teaching Standards, shall receive a one-time lump sum payment of \$1,000.00 for the first year of the certification and a stipend of \$5,000.00 per year for each year the certification remains in good standing. This advanced certification may or may not be required as a condition of employment.
Unit II 6.05	K-8 Principal Differential	Each Principal of a K-8 school, including K-12 programs which include grades K-8, will receive an annual differential of \$3,000.