

ARTICLE 16

SCHEDULES & WORK LOAD

Ⓐ MCEA and the Board agree with national and state reports that confirm:

- Maximizing instructional time is vital for student learning.
- Teaching and learning take place in different ways, at different times, and by using different styles for individual students.
- Time for paying attention to individual students, for planning and preparing to teach, for observing and assisting colleagues, for group work, and for individual study also needs to be built into the working day.
- To improve our ability to maximize student learning, teachers should have additional opportunities to plan with other teachers, to participate in relevant professional development experiences, and to be involved more fully in making the key decisions that affect their daily responsibilities.
- During the school day, teachers should be able to focus their complete attention on facilitating the learning of their students. However, involvement in school activities is the responsibility of all professional staff.
- More flexible use of time encourages student growth and initiative and enables schools to direct resources more effectively to where they are most needed.
- Professionals involved in a meaningful and legitimate process of school governance and decision-making must be fully engaged in the work, activities, and events that are the life of the school.

The parties affirm our mutual commitment to this vision and the conditions needed for quality schools and quality teaching and learning. It is our intention to continuously improve how time is structured and used.

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1. While professional personnel will often work more than eight hours per day, the professional salary schedule is based on an eight-hour workday.
 2. All 12-month personnel in this unit and all 10-month professional personnel in the central office or field offices will be assigned appropriate starting and dismissal times so that their normal workday will

be eight hours in addition to their lunch period. All resource teachers and resource counselors will be assigned appropriate starting and dismissal times so that their normal workday will be eight hours in addition to their lunch period.

3. All 10-month school-based professional personnel will be assigned appropriate starting and dismissal times so that the normal workday at their school will be seven hours in addition to their duty-free lunch period. Unit members' lunch period shall be no less than 30 minutes in length. Summer assignments for full-time professional development activities will be eight hours in addition to a lunch period.
 4. As professionals, MCEA unit members work with students in ways that go beyond the classroom and routinely devote time beyond the work day to meet student needs. The parties recognize that teachers frequently need to attend school activities, events, training, and parent conferences that extend or occur beyond the student day, in the evening, or on weekends. It is recognized that these activities may not require the attendance of all unit members; however, attendance at school activities is a shared responsibility for a professional staff. MCEA unit members assume responsibility and accountability for determining the appropriate extra time that they extend to provide a quality school.
 5. School-based unit members will indicate their presence by placing a check mark in the appropriate column of the faculty "sign in" roster.
 6. Adjustments to starting or dismissal times may be assigned by the principal if requested by a unit member(s) and if the principal determines the adjustment to be appropriate. In all cases the principal's decision shall be final.
 7. In regard to delayed opening and/or early dismissal authorized by the superintendent, the workday of 10-month school-based unit members will begin 20 minutes before the scheduled student starting time on said day, and will end as soon as all students under the unit member's direct supervision are clear of the school. The principal may require unit members to be on duty in excess of these times if they are needed to care for the children.
- Ⓒ
1. School-based unit members may be required to remain after the end of the unit members' day without

compensation for no more than three hours per month to attend faculty or other meetings, which will commence 15 minutes after the students' day. No single meeting will last more than one and one-half hours. When needed for the educational program, it may be necessary to meet more than three hours per month (e.g., Middle States Association Evaluation, special programs, etc.) as determined by the principal in collaboration with the leadership team, after consultation with the faculty.

2. MCEA unit members will attend back-to-school night and two other activities outside of the contractually agreed upon workday. Duty assignments on holidays or the Sabbath of unit members shall be voluntary. School-based unit members may select the first of two non-duty-day assignments. The administration shall have the discretion to assign the second non-duty-day assignment. Attendance at programs, meetings, and activities beyond these minimums are desirable, but voluntary.
3. Instructional specialists and other non-school based unit members who have frequent evening assignments may request to have their start times adjusted by the appropriate supervisor on either a day-by-day or permanent basis.
4. Middle school and elementary school teaching teams and their administrators will collaborate in establishing team meeting schedules that facilitate meeting student needs and effective implementation of the program of instruction.
5. Local schools, through their leadership teams, are responsible for evaluating the purpose, necessity, and scheduling of required meetings other than those identified in the first two paragraphs of this section, in order to determine ways to accomplish necessary work while reducing the direct meeting time used, so that any adverse impact of meeting time on instruction and instructional planning can be reduced.
6. The parties agree that MSA and HSA testing schedules that minimize the loss of instructional planning time will be presented to and discussed with the school leadership team prior to any final decision on implementation. The parties agree that loss of instructional planning time should be minimized.

Ⓧ ELEMENTARY SCHOOL SCHEDULES

1. Principals will grant seven hours of planning time

per normal week, at least four hours and fifteen minutes of which will be during the elementary teachers' student day.

- a. Elementary teams and their administrators will collaboratively determine the meeting schedule for grade level teams before, during, or after the student day and within the teacher day.
 - b. Classroom teachers, academic support teachers (staff development teachers, reading specialists, etc.), and the administration will collaboratively determine the meeting times for academic support of the classroom teacher before, during, or after the student day and within the teacher day.
 - c. During the first two years of this Agreement the parties will appoint a joint work group to study and recommend the amount of additional planning time that can be provided during the student day effective July 1, 2009, utilizing available funds.
2. a. This provision will apply to elementary art, music and physical education teachers as well. All other teachers who are school-based specialists will receive seven hours planning time per normal week, at least one hour of which will be during the specialists' student day.
 - b. At the elementary level, each art, music, physical education teacher and media specialist will participate in the process by which their teaching schedule is developed. In developing elementary art, music and physical education schedules, schools should use the following guidelines:
 - Planning requires a block of at least 20 minutes of uninterrupted time.
 - Transition time between class should be no less than five minutes and no more than 10 minutes.
 - Art, music, and physical education teachers should begin and end instruction on the same days of the school calendar as other classroom teachers do, including the first and last days of school.
 3. Every effort will be made to provide equal distribution for this planning time throughout the organization in keeping with the desires of the staff and individual schedules. However, at least one hour a week shall be uninterrupted.

In elementary schools, in consultation with the appropriate art, music, or physical education teacher and the classroom teacher, the principal shall release teachers for other professional activities when teachers of art, music, and physical education are instructing their students.

4. Effort will be made to schedule EMT, IEP, and building level CAP meetings requiring the participation of classroom teachers at times when coverage is available for their classroom, and not at times that result in loss of guaranteed minimum planning time. When such meetings pre-empt a teacher's lunch period, coverage will be sought to provide a lunch period at a different time.

Ⓔ STAFF INVOLVEMENT IN SCHOOL DECISIONS ABOUT SCHEDULING

1. Schools may decide to change the structure of the student day in an effort to increase instructional time for maximizing student achievement. Although the parties to this agreement endorse flexibility in the use of time, changes in the structure of the student day may not reduce the amount of daily planning time for secondary teachers or weekly planning time for elementary teachers as guaranteed in this Agreement. We support innovative approaches to scheduling that do not adversely affect overall planning time. At the secondary level, teachers may volunteer to accept a schedule that guarantees weekly rather than daily planning time.
2. A request to study alternative schedules can be initiated by the school leadership team, a supermajority (58%) of all MCEA unit members in the school, or through a major MCPS initiative. Decisions to change the structure of the school day may only be made after a formal process is undertaken to determine best appropriate instructional practices by a multi-stakeholder group, including parents and students, under the direction of the School Leadership Team. The faculty representatives to this workgroup will be selected by a vote of MCEA unit members conducted by the Elected Faculty Representative. This process is to take place over the period of a calendar year. A majority of the multi-stakeholder group must reach agreement on any recommended change. If the process results in changes to the structure of the school day, a majority of the school leadership team must also reach agreement in order for the recommended changes to be sent to the Office of School

Performance (OSP) for approval. Disputes over OSP decisions on such proposals will be referred to the Joint Senior Staff / Association Leaders Collaboration Committee for resolution.

3. A school decision to adopt a flexible scheduling model such as block scheduling will be made in accordance with this decision-making process. Such a decision may only be made after a formal process is undertaken as delineated in Article 16, Section E.2. The school leadership team will also have the authority to monitor the implementation of flexible scheduling models and the authority to make technical adjustments in the model as necessary.

Ⓕ SECONDARY SCHOOL SCHEDULES

1. a. Where the school is organized on a seven period schedule, each classroom teacher will be assigned no more than five regular classes. Classroom teachers of vocational subjects may be assigned to teach the equivalent of six classes when organized on a multiple class schedule. All other classroom teachers may be assigned one period involving instructionally related activities, other than regularly scheduled classes, with students in clubs, activities, seminars, and study skill groups, or activities related to a teacher's Professional Development Plans and one period for preparation.
b. Teachers may volunteer to teach more than the above.
2. Secondary resource teachers and athletic directors will have a reduced teaching schedule, when possible, except in no case will they be required to teach more than four classes. Secondary resource teachers and athletic directors will be excused from regular study hall duties and homeroom assignments. Secondary resource teachers' and athletic directors' non-teaching periods shall not be a part of the teacher allocation. When possible, the principal, in consultation with the school leadership team, may provide additional release time to RT/IRT/ADs based on the size of their departments and responsibilities.
3. Middle School Teacher Leader Positions – Middle school content specialists and team leaders will have a reduced teaching schedule, when possible, except in no case will they be required to teach more than four classes.

4. Each secondary school leadership team will develop a plan to address when reteaching and reassessing is to occur.
 5. Effort will be made to schedule EMT, IEP, and building level CAP meetings requiring the participation of classroom teachers during IRA periods, team planning periods, or at times when coverage is available for their classroom, and not at times that result in loss of guaranteed minimum planning time. When such meetings pre-empt a teacher's lunch period, effort will be made to provide a lunch period at a different time.
 6. Since every classroom teacher will plan differently for each group of students, principals will strive to assign secondary school teachers in their major fields of certification and to require no more than three separate preparations. A preparation is a process of making ready for the teaching task requiring time on a daily basis prior to meeting assigned classes, as for example, the formulation of teaching plans and the development of instructional materials.
 7. When secondary classroom teachers have more than three separate preparations and/or an unusually large student load (considering both numbers and educational needs), effort will be made to allow use of IRA time to accommodate the additional responsibilities. Other accommodations, such as reduced committee and/or chaperone assignments, may also be considered.
- Ⓒ The number of student instructional days shall not exceed 185 days.
- Ⓗ The work year for unit members identified in this Section includes two days (16 hours) not scheduled in the school calendar that shall be used as described in Section J of this Article.
- The work year for all 10-month unit members shall not exceed 195 duty days.
 - The work year for secondary counselors shall not exceed 216.5 duty days.
 - The work year for resource teachers shall not exceed 215 duty days.
 - The work year for middle school content specialists shall not exceed 215 duty days.
 - The work year for athletic directors shall not exceed 212 duty days.
 - The work year for middle school literacy coaches shall not exceed 210 duty days.
- The work year for middle school team leaders shall not exceed 205 duty days.
 - The work year for elementary counselors shall not exceed 210 duty days.
 - The work year for full-time elementary reading specialists shall not exceed 200 duty days. Effective July 1, 2008, this shall increase to 201 days. Effective July 1, 2009, this shall increase to 203 duty days.
 - The work year for media specialists shall not exceed 205 duty days.
 - The work year for staff development teachers shall not exceed 210 duty days.
 - The work year for consulting teachers shall not exceed 215 duty days.
 - The work year for elementary team leaders (including ESOL teams effective July 1, 2008) shall not exceed 198 duty days.
 - The work year for elected faculty representatives to the school leadership team shall not exceed 198 duty days.
 - The work year for classroom teachers, speech pathologists, occupational therapists, and physical therapists assigned to the Montgomery County Infants and Toddlers Program (MCITP) shall not exceed 215 duty days. Flexible scheduling shall be used to determine assigned work days throughout the fiscal year, and all leave provisions will be applied throughout the year.
 - The work year for full-time support speech pathologists assigned to the Speech and Language Programs office shall not exceed 215 duty days.
 - The work year for full-time occupational therapists and speech pathologists assigned to the Developmental Evaluation Services for Children (DESC) program shall not exceed 215 duty days. Flexible scheduling shall be used to determine assigned work days throughout the fiscal year, and all leave provisions will be applied throughout the year.
 - The work year for full-time elementary program specialists assigned to the Preschool Education Program (PEP) shall not exceed 215 duty days.
 - The work year for full-time InterACT teachers and InterACT speech pathologists shall not exceed 205 duty days.

- The work year for department chairpersons in departments of two or more unit members shall not exceed 197 duty days, with one day prior to the day teachers report for duty in the fall and one day after the close of the school year in June.

Ⓘ The number of days at work for a 12-month unit member shall be determined by subtracting Saturdays, Sundays, holidays, and annual leave days from the total days in the year.

Ⓝ **PROFESSIONAL TIME**

1. The two unscheduled days (16 hours) identified in Section H of this Article for 10-month unit members shall be professional time that will focus on instruction and improving student achievement, thereby raising the bar for all students and closing the gap in student achievement. This time will be used by teachers to concentrate on the achievement of their students.
2. The Professional Time is to be used by teachers to work collaboratively with other teachers. Appropriate activities for the use of this time include:
 - a. Analyzing student data
 - b. Collaboratively preparing lesson plans
 - c. Responsibilities related to assessment; including scoring, benchmarking, and creation of rubrics and alternate assessments
 - d. Activities related to the school improvement plan
 - e. Reviewing, discussing and planning related to curricula and assessments
 - f. Planning and coordination related to reteaching and reassessing, and implementation of the new grading and reporting policies
 - g. Planning and discussions related to the implementation of 504 and IEP plans
 - h. Professional development activities related to curriculum and assessment
3. Teachers may use the time:
 - a. To work together in teams or departments, in pairs, or in small groups.
 - b. To confer with reading specialists, math content specialists, media specialists, ESOL teachers, special education teachers, staff development teachers, instructional specialists, related service

providers, and other non classroom based educators

- c. To work with job-alike colleagues from other schools
- d. To work with grade level, subject area or other teams or subgroups

4. Each team or department shall be responsible for determining how the time is used, and the uses may vary by school level and in response to specific team/department/school needs. The time must be worked and accounted for with regard to each unit member. Prior approval on use of the time will not be required. In June, all 10-month unit members shall be responsible for completing and signing the MCPS FPT Voucher Form listing the dates of the hours of unscheduled time worked and a brief description of the tasks. Individuals who do not turn in the above documentation that the appropriate hours have been worked will have their final pay adjusted accordingly.

5. The time may be worked on non-duty days, before or after regular duty hours, before or after the regular 10-month duty year, or on days within the duty year when 10-month teachers are not scheduled to work (ex.: winter and spring break, MSTA convention day, and holidays). The specific time may be different for each department or team or teacher. This professional time may be used for team planning, data analysis, responsibilities related to assessments, and/or collaborative involvement in school improvement planning

6. Systemwide professional development activities associated with school system priorities may be made available either during available time during the regular duty day, during time set aside each month for after school meetings, or during this professional time.

Ⓚ **PRE-SERVICE DAYS**

Unit members assigned classroom responsibilities shall have at least two days scheduled prior to arrival of students each fall during which time the unit member will be allowed to prepare his/her room and materials. The full days may be split into half-day blocks by mutual agreement between the principal and the bargaining unit staff of the school. No other meetings or duties shall be required of the unit member during the two day period.

L GRADING TIME

1. Teachers will have one full day each at the end of the first and third grading periods and one half-day during each of the first and second semesters for planning and/or grading.
2. The professional day scheduled at the end of the first semester will be used by classroom teachers for grading, planning, working collaboratively with colleagues, and/or activities related to Professional Development Plans. The professional day will not be rescheduled if schools are closed for teachers because of inclement weather.
3. Teachers will not be required to turn in grades until the end of the workday on the final day allotted for the completion of grades. Teachers completing comment pages for report cards will be permitted to have as much additional time as possible beyond the due date for grade collection sheets to turn in the completed comments.
4. The leadership team of each school will work, within the MCPS grading and reporting policy, to ensure that the local school's policy on interims is formulated in a collaborative manner with staff. Teachers will have input on which students receive interims and when interims are required to be completed by teachers. This policy should also ensure that teachers have an adequate amount of time to complete interims (no less than the interim window set by MCPS). The policy will be communicated to staff at least one week prior to the start of the interim window.

M PARENT CONFERENCE DAYS

Local schools will determine the best use of Board-approved parent conference days. Leadership teams will determine the best configuration of conference times, with input from teachers and parents. Options may include flexible combinations of early release days, e.g., currently published two early release afternoons; early release days combined into one afternoon with continuous evening hours and no teacher service on the second afternoons.

N DUTIES

1. Unit members may be required to do certain student supervision duties during their workday. These may include bus duty and hall duty during passing time. Unit members will not be required to perform breakfast, lunch, or lunchtime recess duties. Unit

members may choose to volunteer for these duties in exchange for release from their required student supervision duties. A principal may assign a unit member to cover such duties when the normally assigned staff is temporarily absent or when the principal determines the need for additional supervision due to safety and security issues.

2. Itinerant teachers and teachers with split positions in more than one school shall be assigned non-teaching duties during the school day in a manner that insures they do not have extra duties. The determination as to non-teaching duties shall be made by mutual agreement of the teacher and the principals involved. The teacher's schedule shall be the determining factor.
3. Unit members will not be required to perform building maintenance functions.
4. Assumption of duties as an elementary team leader shall be voluntary.
5. Although unit members may be required to collect and transmit money to be used for educational and insurance purposes, they will not be held responsible for the loss of money collected if such loss is not due to the negligence of the teacher.
6. When principals are on leave at any time, a certificated staff member is to be designated, in writing, as acting principal. When feasible, the designation is to be made by the principal, and the principal must notify the appropriate official of the name of the staff member designated. In other instances, the designation will be made by the appropriate official.

O COVERAGE

1. Teachers must inform the appropriate school official at least two hours in advance of the student day that they will be absent. Teachers may prearrange their own substitute coverage but are not required to do so. All substitute coverage, prearranged or requested, must be registered formally with the centralized substitute calling system.
2. The principal, in collaboration with the leadership team, will decide on how the process for class coverage will be handled.
3. In order for professional leave to be approved, teachers must provide the job number and/or identify the name of the substitute teacher on their

leave request form. The form must be submitted to the principal at least five duty days prior to the professional leave date.

4. Teachers will be compensated at the stipend rate (Article 20, Section I) for each period that they are called upon to provide emergency class coverage during their scheduled planning time when the need results from the inability of the sub calling system to provide a substitute teacher when a job has been called in. Volunteers shall be called upon first to provide emergency class coverage.

Ⓟ SPECIAL EDUCATORS

1. Schedules for speech/language pathologists, elementary school resource room teachers, OTs/PTs, and itinerant vision and auditory teachers, will include three hours per week within the student day for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences.
2. Resource room teachers and special education classroom teachers in secondary schools shall be able to use their instructionally-related-activities (IRA) period for caseload-related tasks, including observations, consultation, assessments, team meetings, and parent conferences.
3. The Board will make every reasonable effort to provide adequate clerical support to special educators responsible for Annual Reviews to assist in the scheduling of meetings, preparation of parent letters, and the photocopying and dissemination of IEP meeting notes.

Ⓞ ASSESSMENTS

1. Elementary schools will be provided with a pool of substitute teacher time to assist Kindergarten teachers with responsibilities for administering baseline assessments during the initial fall assessments. The classroom teachers and the school administration will collaboratively determine how the assessment and instructional responsibilities are shared.
2. Middle school teachers teaching high school credit classes with required end-of-semester assessments will be provided with released time so that they can score the assessments within the prescribed timeframes.

Ⓡ IMPACT STATEMENTS

1. The parties agree that to achieve continuous improvement, change is sometimes necessary. In order for change to be implemented effectively, infrastructure needs must be part of the planning. Recognizing that time is an essential resource, the Board agrees that Time Impact Statements will be used in the planning process for:
 - Administrative Regulation changes or new Regulations
 - New Assessments
 - New Curriculum
 - New Technology
 - New System-mandated instructional and/or classroom practices
2. Time Impact Statements are assessments of the additional time, or range of time, estimated for unit members to properly implement proposed initiatives. The parties agree that such proposals will include written Time Impact Statements prior to final consideration and approval. To the extent feasible, Time Impact Statements will identify and assess the time necessary, and by whom, in order to prepare for and implement such initiatives. It is recognized that in some instances the change will involve using existing time and resources in a different way rather than simply adding time or resources. In such instances, that re-alignment will be identified and there may be no need for additional time or resources.
3. The parties will work with the other two employee organizations to develop impact statements that will identify and assess the impact of proposed decisions on staff time, resources needed, and processes in schools and offices to implement the changes. Impact statements will be developed for all new initiatives, including those being considered in the budget process, new curriculum and assessments, new technology and systems, and new or revised regulations that may have an impact on the operation of schools and offices. MCEA and its members will have opportunities to provide input into the decision making process.
4. To the fullest extent possible and reasonable, opportunities for participation in decision making about school system initiatives will occur during the beginning stages of development.

ARTICLE 17

STAFFING

- Ⓐ 1. The Board will make a conscientious effort to guarantee that no self-contained elementary class will exceed the number of students per classroom proposed in the current budget. If any class exceeds these numbers, every effort will be made to provide a paraeducator for that teacher. In secondary schools, the Board will make a conscientious effort to reduce the number of classes that are above the desired maximum class size guidelines in the academic subjects as proposed in the current budget. In the event of a dispute over this Article, the parties will meet in a good faith effort to resolve it. In order to address this issue:
- a. The Office of School Performance (OSP) will provide MCEA with the annual staffing guidelines for local schools, including the elementary art, music, and physical education guidelines.
 - b. OSP will keep MCEA informed of oversized class reports and the allocation steps taken to reduce the number. MCEA will keep OSP informed of what it learns of the conditions and impacts in specific classrooms.
 - c. OSP will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs as necessary to assist individual schools in understanding and applying the guidelines for developing schedules for teachers in these disciplines in elementary schools.
 - d. The parties will work together through existing joint problem-solving committees to make recommendations on staffing levels for student services personnel and other specialists that will improve the quality of service provided to students and local schools.
 - e. The Office of Human Resources will collaborate with the art/music/physical education coordinators in the Office of Curriculum and Instructional Programs as necessary to assist in the transfer and placement of teachers in those disciplines.
2. The classroom teacher is the key member of the professional staff, and the degree of teacher time which is available to students for instructional

purposes is a major index of educational quality. In recognition of the fact that the appropriateness of a specific ratio of pupils to each classroom teacher may vary in relation to such factors as subject requirements, pupil characteristics, and school size, no prescriptive and detailed ratio is set forth herein. In staffing schools with classroom teachers, however, school administrators should regard ratios ranging from one classroom teacher for each 28 pupils to one for each 25 pupils as the arrangement which will be approximated following assignment of all professional personnel in the local school system. Each elementary school should be staffed with or have available resource personnel in order to provide a comprehensive program of instruction in all areas of the curriculum.

3. In making staffing decisions, the community superintendent and the principal shall give careful consideration to the views of the faculty.
- Ⓑ Staff allocations shall not include special staff allocations that are provided as the result of federally or locally funded programs for disadvantaged students.
- Ⓒ Staff allocations for elementary and secondary counselors, elementary and secondary media specialists, teacher specialists, reading teachers, and speech teachers will be made as additions to the regular classroom teacher allocations.
- Ⓓ The Board agrees that the following numbers of specialists are indicative of the goals which it would like to attain where possible and practical in terms of the budget authorized by the County Council:

1. Elementary Schools

- Reading Specialists
Not less than one for every two schools
- Music Teachers — Instrumental
Not less than one for every five schools
- Art Teachers
Not less than one for every 500 students
- Guidance Counselors & Social Workers
This program is to be expanded as budget permits with a continual evaluation to be carried out
- Music Teachers — Vocal
Not less than one for every 500 students

- Physical Education Teachers
Not less than one for every 450 students and not less than one for every 23 classes

- Media Specialists
Not less than one per school

2. Secondary Schools

- Guidance Counselors
Not less than one for every 300 students

- Media Specialists
Not less than one for every 500 students

- 3. Student Services Personnel** (including pupil personnel workers, school psychologists, social workers, community coordinators)
Not less than one for every 2,000 students

- 4. Speech and/or Hearing Therapists**
Not less than one for every 1,800 students

- Ⓔ Elementary art, vocal music, and physical education teachers shall be assigned to no more than two schools if possible and in no case more than three schools.

Ⓕ SUBSTITUTE COVERAGE

1. In the event a teacher of elementary art, music, and physical education, or an ESOL teacher when appropriate, is absent, a fully qualified substitute will be hired.
2. For those schools with only one media specialist, the principal has the authority to administratively decide to provide a fully qualified media substitute or, if not available, a qualified substitute within the appropriate level from the professional list.

Ⓖ DIFFERENTIATED STAFFING MODELS

1. The Association and the Board agree that the concept of differentiated responsibility and flexible staffing is potentially a valuable tool which should be applied more widely in the Montgomery County Public Schools to help keep pace with the needs of children.
2. The Association and the Board agree that any design for differentiated staffing, to be successful,
 - a. Must meaningfully involve classroom teachers and the local faculties from the initial stages of development through implementation and evaluation,

- b. Must clearly define roles and responsibilities of certificated and noncertificated personnel, and

- c. Must seek the understanding and support of the community during development, implementation, and operation.

3. The Association and the Board agree that successful implementation of this concept depends upon maintenance of constructive teaching loads.

4. The Association and the Board urge local school faculties to initiate in-depth studies of the many ramifications of differentiated staffing.

5. The Association and the Board agree to consider proposals for differentiated pay plans which originate with local school faculties after the school has successfully implemented a differentiated staffing plan for at least two full school years.

6. Prior to the implementation of any Differentiated Staffing Model plan that affects unit members' wages, hours, salaries, and other working conditions, the plan shall be submitted to the parties for negotiation of salary, wages, hours, and other working conditions.

7. The Board of Education and the Association agree to jointly develop procedures to negotiate any pay plan as noted in Section 6 above. Such negotiation can be scheduled separate from the regular negotiations upon mutual agreement of the parties.

Ⓖ SECONDARY PART-TIME TEACHERS

Part-time teachers in secondary schools using a seven-period schedule will be allocated at least 0.2 FTE for each full class taught (5 standard periods per week or 10 standard periods per 2 weeks or the equivalent when there is an alternate schedule), not to exceed 1.0 FTE. This will apply whether the teacher is part-time in a single school or in a combination of schools.

ARTICLE 18

ASSIGNMENTS

- (A)** 1. All unit members on duty as of June 1 of any calendar year will be given written notice by the appropriate officials of their salary schedule and school assignment for the forthcoming school year between June 1 and the end of the school year. Principals will notify all school-based members in writing of their projected class and subject assignment and other duties by the end of the school year. All unit members reporting on and after June 1 of any calendar year will be assigned and notified for the ensuing school year as soon as is feasible.
2. In the event that changes in such schedules, class, subject assignments, and/or duties are necessary after the end of the school year, all unit members affected will be notified promptly in writing with reasons. All unit members must leave summer addresses and telephone numbers with the appropriate official. Upon the request of the unit member affected, the changes will be promptly reviewed by the appropriate community superintendent, the unit member, and, at his/her option, a representative of the Association. If the unit member is not satisfied that such changes are necessary and if he/she wishes to resign, his/her resignation will be accepted without prejudice.
3. Sections B and C below govern assignments of unit members who are incumbents in positions at a school or work site.
- (B)** 1. Principals will strive to assign teachers in the areas in which they are certified and experienced and where they meet highly qualified status as defined by the NCLB requirements. When unavoidable assignments for which the teacher would not be designated highly qualified under NCLB are to be considered, the principal and the teacher will first meet to discuss options to, and potential impacts of, the potential assignment. If the involuntary transfer window is still open in the subject area of the teacher, the teacher may request to be placed on the involuntary transfer list. If such assignment is made, it shall be made for one year at a time, and the same process must be followed if it appears unavoidable again for the subsequent year. If the voluntary transfer season is still open, the teacher may pursue a voluntary transfer, and the Office of Human Resources will provide assistance in identifying vacancies for which the teacher would meet the highly qualified requirements. If prior to August 1 OHR identifies a qualified new hire who meets the NCLB highly qualified definition for the assignment, the incumbent teacher may volunteer to be involuntarily transferred to a position for which he/she is highly qualified, and the new teacher may be placed in the assignment for which he/she meets the highly qualified requirements.
2. Grade changes of more than three levels for elementary teachers who have taught at a particular level for 10 or more consecutive years shall be arrived at in a collaborative manner by the principal and the teacher. If an agreement is not reached, the assignment will be reviewed by the community superintendent at the request of the unit member.
- (C)** Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be made by the principal who will invite teachers to express their preferences in writing. The principal will review preferences with the appropriate resource teacher, department chairperson, or team leader and/or grade level teachers directly affected. To the extent that it is possible, changes in grade assignments in the elementary and in subject assignment in the secondary schools will be voluntary.
- (D)** Whenever practicable, in placing newly hired classroom teachers in a school assignment, the principal and the appropriate resource teacher or department chairperson shall have an opportunity to interview the new teachers.
- (E)** Teacher aides shall be assigned directly to departments, teams, grade levels, or instructional programs. The decision as to their assignment shall be determined by the principal after consultation with his/her faculty.