

AGREEMENT
BETWEEN THE
TOWN OF NORFOLK SCHOOL COMMITTEE
AND THE
NORFOLK TEACHERS ASSOCIATION

September 1, 2020 – August 31, 2023

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This Agreement is made and entered into on this 31st day of August 2020, by and between the Town of Norfolk School Committee (hereinafter referred to as the "Committee") and the Norfolk Teachers Association (hereinafter referred to as the "Association"). Hereinafter members of the Association will be referred to as teachers.

ARTICLE I
Recognition, Authority, Existing Contracts

A. Recognition of Collective Bargaining Unit

The Committee has recognized the Association as the exclusive bargaining agent for all teachers, counselors, and all teachers operating under federal programs and all other professional employees, excluding nurses, and those other positions excluded below, employed by the Committee concerning questions of wages, hours and other conditions of employment; and any other matters that may lawfully come within the scope of collective bargaining as defined by statute. The Committee will not bargain with any individual or group of individuals other than the representatives of the Association on such matters described herein.

Excluded from the NTA Unit are the Superintendent, the Assistant Superintendent, Business Manager, the Director of Student Services, principals, assistant principals (if they are serving in an administrative capacity more than fifty percent (50%) of the time) and curriculum directors, substitute teachers, and all other employees of the Norfolk Public Schools.

B. Authority of Committee

The Norfolk School Committee is charged with the responsibility for the quality of education and the efficient and economical operation of the Norfolk Public Schools. It is acknowledged that the Norfolk School Committee has the final responsibilities of establishing the educational policies of the public schools in Norfolk.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Norfolk School Committee by the statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in this Agreement.

As to every matter expressly not covered by this Agreement, and except expressly or directly modified by clear language on a specific provision of this Agreement, the School Committee retains exclusively to itself all rights and powers that it has or may hereinafter be granted by law and shall exercise the same without such exercise being made the subject of a grievance.

Nothing in this Agreement shall be construed to limit the authority of the School Committee, the Superintendent or Principals as set out in the Education Reform Act of 1993.

C. Scope of this Agreement

This Contract defines the wages, hours and other conditions of employment between the parties hereto, existing practices to the contrary notwithstanding. Conditions of employment in place as of the effective date of this Agreement and not modified hereby shall continue to be honored by the parties.

The parties agree that any past practice relating to a provision specifically addressed in this Agreement shall be superseded by this Agreement and shall not be given effect or precedential or persuasive value.

D. Comity of the Parties

This Contract is entered into by the parties for the purpose of ensuring education of the highest possible quality for the children of the Norfolk Public Schools through a professional relationship between the Norfolk School Committee and the Norfolk Teachers Association.

E. Effect of Waiver

Failure by the Administrators and/or Committee in one or more instances to enforce any provision or provisions of this Contract shall not be construed as a waiver of said provisions.

ARTICLE II
Payroll Deduction

A. General Laws of Massachusetts

1. The Committee hereby accepts the provisions of Section 17c of Chapter 180 of the General Laws of Massachusetts; and in accordance therewith, shall certify to the Treasurer of the Town of Norfolk all payroll deduction for the payment of dues to the Association duly authorized by teachers covered by this Contract.

2. The Committee accepts the provisions of MGL Chapter 180, Section 17I for the purpose of payroll deductions in the amount specified by the teacher for payment by the Town Treasurer to a Financial Institution designated by the Association.

B. Authorization

1. The payroll deduction authorization form shall read, "I hereby authorize _____ to deduct my professional dues annually, until further notice." The amount of such dues shall be certified by the Association Treasurer prior to October 1 of each school year.

The deductions shall be made in accordance with the Agreement between the Association and the Committee. Funds are to be remitted by draft, payable to the Norfolk Teachers Association and delivered to its Treasurer. To discontinue authorization for payroll deductions the teacher must notify the Business Office, in writing, by October 1.

2. The Committee shall certify to the Treasurer of the Town of Norfolk all payroll deductions for the payment of tax sheltered annuities in the amount specified by the teacher for payment by the Treasurer to the entity with which the teacher has entered into a contract of annuity and has been approved by the Town. There shall be two open enrollment periods each school year. Payroll deductions may be changed any time provided two weeks written notice is received in good order prior to the beginning of the affected pay period. Such change shall not exceed the limitations imposed by the IRS on 403B plans.

3. The Association shall indemnify and save harmless the Committee from any damages and legal fees arising out of compliance with this provision, provided that the Committee will agree to an attorney selected by the Association to represent the Committee against any and all claims made and against any lawsuit initiated against the Committee. Failure of the Committee or its agents to cooperate with the Association shall relieve the Association of any obligation under this section.

C. Direct Deposit

Any teacher may elect to have his/her paycheck deposited directly into the bank of the teacher's choice upon notification to the Superintendent of Schools.

ARTICLE III Professional Non-Teaching Responsibilities

A. Non-teaching Duties

1. Teachers will not be required to perform the following duties: Routine health services, such as administrating eye or ear examinations and weighing and measuring pupils.

2. The parties agree that no member of the bargaining unit shall transport a student, other than their own child, to school related activities.

3. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the teacher.

4. Teachers shall not be required to perform custodial duties.

B. Compensation

1. Teachers who accompany students on a school-sponsored overnight learning experience shall be compensated for each night spent away from home at a rate of \$220 per night.

2. Teachers who are required to drive their own cars to and from school-sponsored activities shall be compensated on a per mile basis by the then current prevailing transportation rate of the Town of Norfolk.

C. Participation in the School Community

1. Committee work

(a) It is expected that an equitable level of participation in school-related committee work will occur over the life of the contract.

(b) Teachers may be asked but not required to serve on committees which meet outside of the school day.

ARTICLE IV Teacher Evaluation

A. Preamble

The primary purpose of evaluation is to foster the professional growth and development of the teachers in the Norfolk Public Schools. While it is recognized that personnel decisions may be made as the result of evaluations conducted in accordance with this process, it is the intention of the parties to ensure a positive atmosphere to provide for the continued improvement of instruction for the children of Norfolk.

B. Observation

Although an evaluator's direct personal observations are the primary source of data and information regarding a teacher's performance, an evaluator is expected to consider all relevant and reliable data and information that comes to his/her attention that pertain to the teacher's job performance. Thus, a teacher's performance is to be evaluated in the light of all evidence pertinent to the discharge of the teacher's professional responsibilities and not solely by his/her work in the classroom.

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Administration may conduct evaluation-related observations without advance notice to the teacher. The use of eavesdropping, public address, video systems or audio systems, and similar surveillance devices for the purpose of observation shall be strictly prohibited. This does not include the use of video or security camera systems that may be used for purposes unrelated to teacher evaluations. Teachers will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors.

C. Personnel Documentation

1. Teachers will have the right upon written request to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association present when reviewing the contents of his/her personnel file.

2. No material derogatory to a teacher's conduct, service, character or personality arising during the course of his/her employment, or any other material, will be placed in this personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

D. Complaints

Any complaint, upon which action will be taken, made to any member of the Administration regarding a teacher, will be brought to the teacher's attention no later than the close of the following school day.

E. Discipline

1. The Committee and the Association recognize the authority and the responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the Administration, he/she will be entitled to have a representative of the Association present.

2. No professional status teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Just cause shall mean fair, adequate and reasonable cause.

ARTICLE V Sick Leave

A. Sick Leave Quantity

1. Teachers will be entitled to twelve (12) sick days annually, cumulative to a maximum of sixty (60) days during the first five (5) years of employment by the Norfolk School District. After the first five (5) years of employment, teachers will be entitled to fifteen (15) days annually, cumulative to 195 days. In cases of merit, the Committee may allow sick leave beyond the above limit. Teachers, except for those serving in their first school year of employment in the Norfolk School District, will be entitled to sick days each school year as of the first official day of said school year whether or not they report for duty on that day. Teachers, who are serving in their first school year of employment in the Norfolk School District, shall be entitled to sick days effective upon the first day such teachers report to work at the rate of 1.25 days per calendar month, not to exceed twelve (12) days during such first school year. Teachers, within the first school year of employment, shall apply earned sick leave days to any earlier used sick days which were unpaid.

2. An annual statement will be given to each teacher no later than November 1, stating the number of sick days which have been accumulated in the prior year.

B. Utilization of Sick Leave

In addition to personal illness or injury, sick leave may be utilized for the medical needs of the immediate family, mother-in-law, father-in-law, or member of the immediate household to a maximum of ten (10) days. Any family sick leave days used by a member shall be deducted from the staff member's annual accumulated sick leave. Any other reason must be approved by the Superintendent.

C. Sick Leave Bank

1. Each teacher shall contribute one (1) day of his or her annual sick leave to the bank each year provided that the total annual contribution for any given year does not raise the number of days in the sick bank to more than two hundred (200).
2. Teachers new to the system will not be eligible to participate in, and will not be asked to contribute to, the sick bank until the start of their second year of employment. At the start of their second year, they will contribute one (1) sick day to the bank regardless of whether this raises the level of the bank above two hundred (200) days, and they will be eligible to participate in the bank from that time forward.
3. All deposits will automatically be recorded by the School District on the first day of employment in each school year.
4. Eligible teachers who have a prolonged illness and who have used up the sick leave to which they are entitled may apply to draw on the bank.
5. Formal application must be made in writing to the Superintendent of Schools to draw upon the Sick Leave Bank.
6. Authorization to draw upon the Sick Leave Bank will be approved by both the Superintendent and by a vote of the Association only upon the certification by the teacher's physician that the applicant is disabled from performing his/her duties for the School district. Should either the Committee or the Association request a second opinion, said opinion shall be obtained at the expense of the requesting party. Any grant of sick leave days shall end no later than the last day of the school year during which the prolonged illness began.
7. By November 1st of each year, a statement of the total number of days in the Sick Leave Bank will be forwarded annually to the President of the Association.
8. At the beginning of each school year, teachers at the maximum sick leave accumulation of 195 days shall have that year's annual sick leave or that portion that is above 195 days held separately for that school year only. On June 30th of every year the amount of days in excess of teachers' maximum accumulated sick days will be added to the Sick Leave Bank not to exceed 200 days.
9. If the Sick Leave Bank falls below forty (40) days during an academic year, any sick days held separately as stated above will be added to the Sick Bank, not to exceed 200 days.

If there are no days of separately held sick leave, each teacher will then be assessed an additional day from his/her personal sick leave.

ARTICLE VI
Leaves of Absence

A. Paid Leave

Teachers will be entitled to the following temporary leaves of absence with pay:

1. Personal Leave. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave, except in the case of emergencies. The applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section. In the event that a unit member requests a personal day subsequent to the scheduling of a professional development day, the unit member shall provide a reason for the request and shall obtain the approval of the principal, which shall not be unreasonably denied. Teachers absent from professional development days for personal reasons will be held responsible for information disseminated at all meetings.

a. Personal leave days shall not be consecutive unless the Superintendent is notified at least forty-eight hours in advance.

b. Personal days may not be taken for the purpose of extending the following:

Winter break
February break
Spring break

c. The following personal day incentive shall be in effect for all bargaining unit members:

For employees who do not use any personal days as of the conclusion of the school year, they shall receive \$225 in the second regular paycheck of the next school year.

For employees who use one (1) personal day as of the conclusion of the school year, they shall receive \$125 in the second regular paycheck of the next school year.

Unit members who are no longer employed by the Norfolk Public Schools the next school year will receive a separate check.

2. Bereavement Leave. Teachers will be entitled to the following Bereavement Leave with pay:

a. Up to five (5) days in the event of death of spouse, parents, children, brother, sister, grandparent, grandchild, mothers-in-law and fathers-in-law.

- b. Up to three (3) days in the event of death of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
- c. Up to one (1) day for other close relatives or friends.
- d. Additional days will be granted at the discretion of the Superintendent.

3. Time off for Childbirth or Adoption

1. An employee who requests time off for the purpose of birth or adoption of a child under 18 (or under 23 if the child is mentally or physically disabled) shall be granted such leave according to the provisions of this section. An employee who is requesting such leave shall notify the Superintendent or designee, in writing, specifying the dates of the requested leave. The notification should be provided as far in advance as possible, but at least four (4) weeks before the leave is expected to commence. The purposes of such notification are to provide the employee with any required documentation or information, and to provide the Superintendent with as much opportunity as possible to make arrangements regarding the employee's assignment. Parental leave will not be denied for failure to provide the required notice per this paragraph.
2. A) Parental leave shall commence on the first day of absence for the birth or adoption of a child. Parental leave shall run for eight (8) weeks from the first date of absence for a birth or adoptive parent, which period shall not be interrupted by vacation periods and summer vacation.

B) Alternatively, a teacher may elect to take twelve (12) weeks of childrearing leave for the purpose of giving birth and recovery therefrom. Said leave shall not include any school year vacation periods or summer vacation periods.

C) A leave of absence granted under this article will be in accordance with the Family and Medical Leave Act of 1993 (FMLA), as well as with Massachusetts General Law, chapter 149, section 105D. Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave.

D) Members who give birth to or are the primary caregiver of an adopted child will be considered to be physically disabled for eight (8) calendar weeks and may elect to utilize sick leave during the period of physical disability.

3. Return to Work:

- a. The employee may opt to return upon the completion of the Parental Leave (8 weeks) or Childrearing Leave (12 work weeks).
- b. The employee may opt to return at the start of the school year next following the date of the first birthday of the child or one-year anniversary of placement of the child under the following conditions:

- i. The employee will not accrue benefits during the unpaid leave except as required by law.
 - ii. An employee must request this leave upon submission of the initial time off request.
 - iii. A member on unpaid leave beyond 12 calendar work weeks must notify the Superintendent by February 1 of the school year preceding the employee's intended return of said return to work.
 - iv. For the purposes of return to work under this provision only, those employees who give birth to or adopt a child between April 1 and the end of the school year shall be considered to have given birth or adopted on the first day of the following school year.
- c. By mutual agreement between the Superintendent and the employee, the employee may return to work at another time during the school year, subject to the following rules:
- i. If the leave did not commence in that school year and the unit member chooses to return in that school year, they must return by March 1st (or if March 1st is not a Monday, the Monday immediately following March 1st).
 - ii. If the leave did commence in that school year and the teacher was actively employed for 60 calendar days, then that unit member may opt to return no later than the Monday immediately following Spring break, as long as he/she provides written notice of the same no later than February 1st of school year in which he/she intends to return.
 - iii. If the leave did commence in that school year and the unit member was not actively employed for 60 calendar days and chooses to return in that school year, she/he must return by March 1st (or if March 1st is not a Monday, the Monday immediately following March 1st).
 - iv. Regardless of the option chosen, unit members shall provide written notification to the Superintendent of the date of return from such leave at least four (4) weeks prior to the anticipated arrival of the child. Date of return may be changed, based upon extenuating circumstances, as agreed upon by the Superintendent. When returning from a full year leave, confirmation of intent to return will be submitted in writing to the Superintendent by February 1 before the start of the next school year. Should a situation arise that negates the necessity for such a leave, a teacher may cancel such leave by notifying the Superintendent of Schools of such intent. The teacher may return to work as soon as arrangements can be made to provide a position for such teacher.
- d. All benefits to which the teacher was entitled at the time his/her leave of absence commenced, including any unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to a teaching position for which he/she is certified and qualified. No benefits shall be earned or otherwise accrued to any teacher during any unpaid leave beyond the period of presumed or certified physical disability.

- e. The Superintendent shall not be required to restore a teacher on parental or childrearing leave to his/her previous or similar position if other teachers of equal length of service, credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such Family leave; provided, however, that such teacher on Family leave shall retain any preferential consideration for any other position to which he/she may be entitled as of the date of his/her leave.

4. Leave for Jury Duty. Teachers required to perform jury duty shall receive leave with pay for the duration of such duty. Members may receive two options: 1) the District will pay the employee his/her regular wages and the employee shall sign over any court reimbursement (excluding travel-related expenses) or, 2) the District will pay the employee his/her regular wages, minus any court reimbursement (excluding travel-related expenses). The district will not pay compensation for travel expenses associated with jury duty.

5. Religious Observance. Each teacher shall be entitled to two (2) days of religious observance. An additional day of religious observance shall be granted at the discretion of the Superintendent for the purpose of the member observing religious holy days where the tenets of the member's religion obligate abstention from work and where the formal religious observance of the day conflicts with the school day. Teachers using these days shall notify the Superintendent at least seven (7) days in writing prior to the date of the intended absence. Any additional days may be granted as personal days at the discretion of the Superintendent.

B. Unpaid Leave

1. Medical.

a. Teachers may be granted an unpaid leave of up to one (1) year for medical reasons. A letter from an attending physician stating the need for the unpaid leave shall accompany the application. This leave is intended for use by teachers who have exhausted all personal and Sick Bank leave.

b. Medical certification from the attending physician and a pre-conference with the Superintendent will be required prior to his/her return.

2. Other Unpaid Leave. Other extended unpaid leaves of absence may be granted at the discretion of the Superintendent.

C. Returning from Leave

When returning from a full year (or longer) leave, for any reason, confirmation of intent to return will be submitted in writing to the Superintendent by February 1st before the start of the next school year.

ARTICLE VII
Grievance Procedure

A. Definitions

1. A grievance is defined for the purpose of this Agreement to be any difference, or problem that may arise between the parties hereto, or between the Committee and a teacher covered by this Agreement as to:

- a. The interpretation or application of any provision of this Agreement with respect to wages, hours, and other conditions of employment of teachers covered by it; or
- b. Any matter involving an alleged violation of any of the provisions of this Agreement;
- c. A matter which is not covered by any provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement shall not be subject of the grievance.

2. Grievant: A grievant may be either an individual teacher, or a group or class of teachers covered by this Agreement.

3. Days: Days shall mean school days except during the summer recess when days shall mean when the involved Administrator is scheduled to work.

B. General Provisions

1. All grievances shall be in writing and specify the nature of the grievance, article or articles violated and remedy sought.

2. A teacher may present a grievance to the employer and have such grievance heard. The Association must be notified of the date of any grievance hearing and may have representatives present. No settlement inconsistent with the terms of this agreement may be agreed upon.

3. The purpose of the grievance procedure is to produce prompt and equitable solutions to those problems which from time to time may arise.

4. Inasmuch as a grievance procedure has been provided for, neither the Committee nor the Association will use any other means to settle a dispute or grievance covered by said grievance procedure. No teacher shall be discriminated against by reason of making a complaint or filing a grievance asserting any violation of this Agreement.

5. The parties shall make a sincere and determined effort to settle meritorious grievances at each step of the grievance procedure. Where a settlement is reached at any stage of these procedures, such decision shall be binding and final on all parties

C. Grievance Procedure:

1. Level One: Principal

A grievant shall present his/her grievance in writing to the appropriate principal within fifteen (15) days of the occurrence of any grievance, or the date of the first reasonable knowledge of its occurrence by any party affected by it. The principal shall meet with the aggrieved within five (5) days of receipt of such grievance and render a written decision with a summary of the proceedings to include the efforts made by both parties and shall be signed by both parties within 5 days.

2. Level Two: Superintendent

If the grievance has not been resolved at Level One to the satisfaction of the aggrieved, he/she may appeal in writing such decision to the Superintendent within ten (10) days of receipt of such decision. The Superintendent shall meet with the aggrieved to discuss the allegations within 5 days of receipt of the grievant's written appeal. The Superintendent will render a written decision and a summary of proceedings to include the efforts made by both parties and shall be signed by both parties within 5 days.

3. Level Three: Committee Meeting

If the grievance has not been resolved in Level Two to the satisfaction of the aggrieved, he/she may appeal such decision in writing to the Norfolk School Committee, 70 Boardman Street, within ten (10) days of receipt of the Level Two decision. The Committee and the grievant will meet for the purpose of resolving the grievance at the next regularly scheduled meeting provided at least five (5) days have passed between receipt of the grievance and the Committee meeting. Within fifteen (15) days of said meeting a written response will be sent to the grievant. Documentation at this level occurs for the purpose of record keeping.

4. Level Four: Arbitration

a. Time Frame

1. If the grievance has not been resolved at Level Three to the satisfaction of the Association, the Association may, by giving written notice to the Committee within twenty (20) school days after receipt of the decision at Level Three, present the grievance for Arbitration to the State Board of Conciliation and Arbitration or American Arbitration Association for disposition in accordance with their rules.

2. The Arbitrator's decision will be final, binding, and in writing, and will set forth his findings of fact, reasoning and conclusions on the issues as submitted by parties.

b. The Arbitrator is without authority to render a decision which requires the commission of an act prohibited by state law or violative of the terms of this Agreement.

c. All costs for the services of the Arbitrator shall be shared equally.

D. Miscellaneous Provisions

1. If a grievance is not initiated or appealed in accordance with this grievance procedure, the grievance shall be deemed waived.

2. The time limits may be extended in writing by mutual agreement of the parties.
3. No written communication, other document, or any records or papers relating to any grievance shall be filed in the personnel folder of any teacher.
4. Nothing in this grievance procedure shall limit the rights of the employers and teachers and their exclusive representatives under Chapter 150E.

ARTICLE VIII
Salaries

A. Salaries

For each respective fiscal year encompassed by this Agreement, the salaries of all persons covered by this Agreement are set forth in the Appendix A, which is attached hereto and made a part hereof.

B. Implementation of Salary Schedule

1. Salary Schedule will become effective with the school year beginning August 1, 2020. All provisions herein shall apply to that date or later date.
2. The beginning salary of any new teacher shall be determined by the Superintendent upon appraisal of training, experience, and other qualifications at the time of original appointment. It shall not necessarily be entirely in accordance with experience and training. Any employee who is employed for 50% or more of the year will be credited with a full year on the salary schedule and the seniority list.
3. Graduate courses that are a part of an accredited degree program in the field of education or that meet school, district improvement plan or personal IPDP goals, as approved by the principal, will be approved for lane movement. All courses are subject to the approval of the Principal.
4. Teachers are encouraged to submit transcripts as they complete courses to assist in the long-term budget planning process. The employer will inform unit members of the employer's record of the unit member's progress toward lane change annually by December 1.
5. By December 1 teachers must notify the Business Office, in writing, of any anticipated lateral changes in their placement on the salary schedule for the following school year. Failure to submit this information will negate any changes in the salary in the upcoming school year.
6. Teachers are responsible for providing documentation to support those changes by mid-August when possible, but no later than the first teacher workday.

a. Effective with the start of the 2014-2015 school year, the top step for the B and B+15 columns shall be Step 11, and the top step for the B+36/M column shall be step 13, with the exception of all employees who are, by that time, already on one of the grandfathered steps, in which case they may continue to progress to one of the grandfathered steps and/or remain on said step once he or she gets to the grandfathered step 15.

7. For the purpose of this contract the following positions are compensable, and the unit member actually performing such duties, subject to the appointment by the Superintendent on an annual basis, shall be paid in accordance with the following schedule:

Mentor - Year 1 of 3-year commitment	\$900
Year 2 of 3-year commitment	\$650
Year 3 of 3-year commitment	\$400

There may be other teachers who require less than a 3-year commitment from a mentor (e.g. experienced staff moving into the district, experienced Norfolk staff changing grade levels). In these instances the level of mentoring support required will be agreed upon by the mentee and the supervising administrator. Mentors shall be compensated accordingly at the agreed upon level of commitment.

Mentor Coordinator	\$1,450.00
Bournedale Coordinator	\$1,250.00
Book Room Coordinator	\$540.00
School Council Representative	\$300.00

Dependent upon the needs of the district, and availability of funds, the Superintendent will provide stipends for Curriculum Development, Development of Common Assessments, Development of Technology and Professional Development, with the following stipend levels:

Level 1:	\$270
Level 2:	\$540
Level 3:	\$810
Level 4:	\$1,080
Level 5:	\$1,350

ABA Home Services Coordinator (may require work on nights and weekends): Per-diem rate for the hours worked. Alternatively, the ABA Coordinator and his or her supervisor may agree to compensatory time in accordance with Article XV, Section A of this agreement.

8. Curriculum Committees

(a) Curriculum committees will be established by the superintendent at the beginning of the school year based on district needs and available funds. Dependent upon the needs of the district, the stage in the curriculum review cycle, and available funds, the Superintendent will assign committees to one of the following four levels with accompanying stipends:

(b) Committees will develop an action plan to accomplish district determined goals and will establish a meeting schedule for the school year.

Level 1:	\$450
Level 2:	\$675
Level 3:	\$810
Level 4:	\$900

C. Course and Workshop Reimbursement

The School Committee will provide annually a fund of \$50,000 for the purpose of Professional Development of teachers, to be distributed as follows:

1. Unit members shall be reimbursed up to \$1500 per person for graduate level courses in an accredited degree program, or a Norfolk County Teachers Association graduate course, or courses offered by an accredited college or university and/or courses that meet school, district improvement plan or personal IDIP goals, until the \$50,000 fund is exhausted. A grade of "B" or higher or pass must be achieved to be eligible for reimbursement.
2. All courses must be pre-approved by the building principal to ensure that they will be eligible for reimbursement, salary advancement and for accounting purposes. Courses that meet the criteria in section C.1 shall not be unreasonably denied. Workshops and conferences may be eligible for reimbursement subject to approval by the Superintendent or designee.
3. Confirmation that teachers have applied for reimbursement will be sent via email within five (5) working days of the receipt of the course reimbursement request. Final payment is subject to submission of all required documentation.
4. If by May 1, the \$50,000 fund has not been exhausted; notification will be sent by central office that unit members may submit for additional course, workshop, or conference costs not previously reimbursed. Requests must be submitted by May 15.
5. If there is a balance of funds exceeding \$1000 on June 1, it shall be appropriated to fund summer curriculum work stipends open to all NTA unit members.
6. If a teacher is required to attend workshops, conferences, or seminars, the Norfolk School Committee will reimburse the teacher for cost of workshop, conference, or seminar, and mileage. These costs will not be taken from the \$50,000 Professional Development fund.

7. A teacher applying for National Teacher Certification is eligible for two (2) additional Professional Days for the purpose of completing the application process and in the year of recertification for completing the recertification process. A teacher may use up to \$1,500 of course/workshop reimbursement funds for National Teacher Certification and application costs.
8. Teachers who earn the Sheltered English Immersion (SEI) license endorsement by taking the MTEL test and receiving a passing grade shall be reimbursed for the cost of the exam. The total amount available for such reimbursements is \$2500 per contract year.

D. Part time Employees

1. Persons who are employed at less than full time will be paid on a prorated basis.
2. Eligibility for benefits will be paid on a prorated basis, except that course reimbursement for part-time employees shall not be prorated.

A. Longevity Payments

Teachers who have completed seventeen (17) or more years of continuous service as a teacher for the Norfolk Public Schools, and who have attained a Master's Degree, shall receive a longevity stipend in the amount below annually. This longevity stipend shall be paid to each eligible teacher twice a year in December and May, consistent with payments for all other stipends. In a given year, eligibility for this longevity stipend shall be based on a teacher's years of continuous service and possession of Master's Degree on the first day of the school year.

Effective September 1, 2020: \$844.12
Effective September 1, 2021: \$869.44
Effective September 2, 2022: \$912.91

For purposes of this provision, any school year during which a teacher is on an approved leave of absence may be counted as a year of service, so long as the leave of absence does not exceed half of the contractual workdays in said school year. Any school year during which a teacher is on an approved leave of absence for more than half of the contractual work days in said school year shall not be counted as a year of service for purposes of this provision, but years of service after the teacher's immediate return from said leave shall be considered continuous to the teacher's service prior to said leave.

ARTICLE IX
Retirement Bonus

A bonus shall be paid for early notification of retirement. Such bonus shall be paid upon retirement and notice of retirement shall be irrevocable. Notification by October 1st two (2) years in advance of retirement will qualify for a \$1,000 bonus, notification by October 1st one (1) year in advance of retirement will qualify for a \$500 bonus. In order to remain eligible for the retirement bonus, the teacher must complete the full school year. Exceptions

to the requirement to complete the full school year may be made in the case of documented medical issues, which prohibit the completion of the school year and with approval by the superintendent.

ARTICLE X
Duration

This Contract shall become effective with the school year beginning August 31, 2020 and shall continue in effect through August 31, 2023. Notice of intent to terminate the contract must be given in writing before the November 1st immediately preceding the August expiration of the contract. The Agreement may be altered, changed or rewritten at any time by mutual agreement of the parties through the collective bargaining process.

ARTICLE XI
Promotion

A. Written notice of vacancies in positions on the administrative or teachers' levels which occur prior to the closing of school in June shall be sent to all members via e-mail on the district's system, Norfolk.k12.ma.us. Professional teachers who wish to receive notice of any vacancy in any particular position or positions which may occur after the closing of school in June shall notify the Superintendent, in writing, no later than June 1st of the particular position or positions in which they are interested. Written notice of any vacancies which occur in such positions will be given to said professional teachers. The notices provided for in this paragraph shall be given as soon as possible after the occurrence of the vacancy.

B. The written notice shall set forth the qualifications, duties and compensation rate for the position, and the date within which letter of intent should be filed with the Superintendent. Such date shall not be less than seven (7) days from the date of the posting of the notice, except in cases of emergency. Unit members who desire to apply for any such position vacancy shall submit their letter of intent to the Superintendent within the time limits specified in said notice. Additional supporting documents may be required.

C. In addition to giving of written notice in the manner indicated above, the Superintendent may give notice of vacancies in such positions and see applicants in such other ways as he/she considers necessary.

D. All qualified and appropriately licensed internal candidates will be provided the opportunity to interview for any open positions prior to interviewing external candidates.

E. In filling vacancies for said positions, the Principal will give primary consideration to the applicant's qualifications for the position. Where, in the opinion of the Principal, the qualifications of applicants are substantially equal, preference will be given to teachers of the Association on the basis of their seniority as such teachers. Any grievance arising out of or with respect to the decisions of the Principal made hereunder in filling positions may be processed

only through Level Two of the Grievance Procedure set forth in Article VII of this Agreement. Level Four of said grievance, which provides for the submission of a grievance to formal arbitration, shall not apply to any such grievance.

F. Written notice of the filling of any such vacant position will be given to all professional teachers who made written application for the position.

ARTICLE XII
Effect of Government Regulations

A. Any provisions of this Agreement which are or hereinafter may be in conflict with the provisions of any laws or lawful governmental regulations are, and shall be, modified or suspended, only to the extent and for the period during which such conflict may exist.

B. Should any part hereof, or any provisions herein, contained, be rendered and declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court, or by reason of any rule or regulation of any presently existing or future created Federal, State, or Municipal agencies, such invalidation of any such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE XIII
Dismissal and Termination

A. Dismissal

A provisional teacher who has been teaching for more than ninety (90) calendar days shall not be dismissed for any reason, unless at least fifteen (15) days prior to dismissal, exclusive of customary vacation periods, he/she shall have been furnished by the Principal with a written statement of the cause or causes for dismissal. However, the provisional teacher may be suspended with or without pay, as the Superintendent may determine, during the prescribed 15 day notice period if the grounds for his/her dismissal indicate or establish reasonable cause to conclude that such teacher should not be permitted to return to the classroom.

B. Renewal

The above paragraph shall not apply to the renewal of a contract of a provisional teacher; but if such contract is not renewed, the teacher will be given the reason thereof in writing.

C. Termination

Upon termination of the employment of a teacher for any cause, the compensation paid or to be paid to said teacher shall be an amount which bears the same ratio to his/her yearly salary as the number of teaching days, to the date of such termination bears to the total annual teaching days, as provided in the school calendar. Any unearned fractional portion of an installment paid but not earned prior to termination of employment, shall be refunded by the teacher.

ARTICLE XIV

Reduction in Force

1. "Reduction in Force" (RIF) shall mean the elimination or reduction of an existing position. In the event a reduction in force is to be implemented the following provisions shall apply:

A. In the event a RIF occurs, the District will reduce unit members following this order:

1. Attrition, e.g., resignation, retirement, etc.
2. Unit members without Professional Teacher Status (PTS), provided that there is an available unit member who is licensed for that position.
3. Voluntary transfer by a PTS unit member to a vacant position shall be made to avoid the termination of a professional status teacher due to a reduction in force or partial reduction in force, provided the voluntarily transferring teacher is licensed for that position.

B. No teacher with PTS shall be laid off pursuant to a RIF or reorganization if there is a teacher without such status for whose position the covered employee is currently licensed.

No teacher with PTS shall be laid off pursuant to a RIF or reorganization if there is a less qualified teacher with PTS holding the same or similar position for which the covered employee is currently licensed.

No teacher with PTS shall be displaced by a more senior teacher with PTS unless the more senior teacher is currently licensed and is at least as qualified for the position as the junior teacher holding the position.

C. In the event that layoffs of teachers with PTS are necessary within a particular area of licensure, a teacher's job performance, qualifications, and the best interests of students shall be used to determine the order of layoff, as follows:

1. Teachers with PTS, whose last overall summative rating was Unsatisfactory and who have been on an Improvement Plan, shall be reduced before other PTS teachers in their area of licensure. Ties in this determination shall be broken by seniority with the least senior teacher in the area of licensure being subject to layoff first, such teachers shall not be eligible for recall.
2. If additional layoffs are necessary within a particular area of licensure, teachers with PTS whose last overall summative rating was Unsatisfactory but who are not on an Improvement Plan, shall be reduced before other PTS teachers in their area of licensure. Ties in this determination shall be

broken by seniority with the least senior teacher in the area of licensure being subject to layoff first. Such teachers shall not be eligible for recall.

3. If additional layoffs are necessary within a particular area of licensure, teachers with PTS whose last overall summative rating was Needs Improvement, and who have been on a Directed Growth Plan that has not resulted in a change to the teacher's overall rating, shall be reduced before PTS teachers not rated Needs Improvement or Unsatisfactory. Ties in this determination shall be broken by seniority with the least senior teacher in the area of licensure being subject to layoff first. Such teachers shall not be eligible for recall.

4. If additional layoffs are necessary within a particular area of licensure the Superintendent/designee shall consider the teachers' qualifications and the best interest of students in the school or district. Seniority shall be used as a tiebreaker in personnel actions under this Article among teachers whose qualifications are no different.

For purposes of this Article, employees within the same area of licensure with an overall rating of proficient or exemplary in their most recent summative evaluation shall be considered to have qualifications that are no different.

2. If there is a vacancy in an area where a laid off teacher is certified or can become certified within one year of the effective date of the layoff, the laid off teacher will be offered alternative employment, at the discretion of the building principal, in that area with no loss of seniority in the District.

3. Definitions:

Discipline categories shall include:

- Classroom
- Art
- Physical Education
- Music
- Technology
- Special Education
- Literacy Specialist
- Math Specialist
- Guidance/Adjustment Counselor
- ELL Teacher
- Library Media Specialist

4. Seniority

Seniority means a teacher's length of continuous service in years, months, and days in the Norfolk School District provided that the seniority of present employees as of the effective date of the Agreement shall consist of their length of service from the initial date of employment by the Committee. Teachers who are contracted for .5 status or more shall be credited for a full year for seniority purposes. Teachers shall be credited for seniority purposes with all time spent on any leaves of absences of one year or less where the leave of absence consists of one half contracted school days or less in any school year. Teachers on approved leave of absence of more than one year shall be credited with seniority for one year only. However, in no case shall a teacher on an approved leave of absence for more than one year lose any accumulated seniority.

In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who had achieved the highest professional training, experience and evaluations in the Norfolk Public Schools.

5. Notice Requirement

Under normal circumstances, laid off teachers shall be notified in writing no later than April 15. In no event, however, shall notice be made later than June 15 preceding the school year in which the reduction is to be effected. Said notice shall include specific reasons for the layoff.

6. Recall Rights

- a. Teachers laid off under this Section of the Contract shall have recall rights in the inverse order of their layoff within their discipline category for a period of two (2) years from the effective date of their layoff if they so indicate in writing to the Superintendent within fifteen (15) calendar days of their notice of layoff.
- b. Teachers laid off under this Article shall be given priority on the substitute list during said recall period if they so indicate in writing to the Superintendent.
- c. Teachers serving a recall period shall be notified by the district during the recall period via e-mail on the district's system, Norfolk.k12.ma.us, concerning any open positions in the System which they may be qualified to fill. Failure to accept an offer of employment for any such position within fifteen (15) calendar days shall terminate this requirement.
- d. Teachers rehired after layoff under this Article shall be credited with such salary and fringe benefits as they were entitled to at the effective date of their layoff.
- e. While members of the Association continue on layoff, the Committee agrees not to hire any new teachers unless: 1) no teacher on layoff is qualified to fill a position; and, 2) all qualified teachers on layoff declined an offer to fill the vacancy.

7. Seniority Posting

A list specifying the seniority of each member of the Association shall be prepared by the Committee and forwarded to the President of the Association within sixty (60) days following the execution of this Agreement. An updated "seniority list" shall be supplied by the Committee annually by December 1 of each school year.

8. Administrator Re-entering Bargaining Unit

Any Norfolk administrator, not on an approved leave of absence, who has previously taught in the Norfolk Public Schools, upon elimination of their administrative position, is eligible to return to the bargaining unit in a position for which he/she is licensed. Said administrator may not displace any teacher with professional teacher status. For purposes of seniority, said administrator shall retain their accrued seniority upon their return. Administrators will not accrue additional seniority when serving in an administrative position.

ARTICLE XV
Protection

A. Individual

Teachers, within twenty-four hours, will report in writing all incidents or occurrences related to their health or safety suffered by them in connection with their employment to the appropriate building principal. An employee receiving workers' compensation may supplement such payments with accrued sick leave, drawn from his or her individual sick leave account, which, when added to workers' compensation, equals the employee's regular salary payment. If an employee is determined to have been injured while at work and due to no fault of the employee, during the five-day waiting period for workers' compensation benefits, the District will continue to pay the employee and the employee will not be required to use accrued sick leave.

B. Property

Personal property used by teachers in the teaching of their classes shall be insured against damage or loss at the expense of the Committee, in accordance with the Town liability coverage.

C. Non-Discrimination

No party to this Agreement shall discriminate against any teacher by reason of his/her membership or non-membership in the Association or his/her participation or non-participation in the activities of the Association or any other employee organization.

ARTICLE XVI
Workday and Year

A. The teacher's on-site workday shall be scheduled in a contiguous block within the 7 a.m. to 5 p.m. time frame. The beginning and ending time of the day may be changed by mutual agreement between the administration and the affected teacher as long as such change does not increase the overall length of the teacher's workday. The length of the workday shall be seven (7) hours and twenty (20) minutes for 81 school days and seven (7) hours for the remaining teacher workdays. Absent an agreed-upon alternative schedule associated with the teaching responsibilities of a specific teacher, teachers shall remain in the buildings until 3:20 p.m. each day on any full-day school-day unless a teacher receives the express permission of the school principal to leave earlier. The parties agree that the assignment of staff to cover recess duties will be implemented on an equitable basis when possible. All unit members shall receive no less

than one 30 minute duty-free lunch break each work day.

B. The teacher work year shall consist of one hundred eighty-three (183) days. Eighty-one (81) of those days shall be for seven (7) hours and twenty (20) minutes on Tuesdays, Wednesdays, or Thursdays to be determined by the Administration at the time it develops the successor school year's calendar. The remaining teacher workdays shall be no longer than 7 hours. There shall be two of half-days (early release for students): one for professional development, and one teacher workday for the purpose of class placement. Effective with the start of the 2021-2022 school year, there will be four half-days (early release for students), three of which are for Professional Development, and one teacher work day for the purpose of class placement, per school year on days to be determined by the Administration.

C. The Norfolk School Committee encourages the administration to provide each teacher with preparation time whenever possible. To that end, the parties agree that every effort will be made to provide each teacher with one preparation period per day, with each teacher receiving a minimum of five (5) preparation periods, or a minimum of one hundred and seventy-five (175) minutes of preparation time, exclusive of lunch and recess time, between the hours of 9:00 a.m. and 3:00 p.m. per regular work week.

The Association shall appoint representatives to provide input into scheduling, with the goal being to collaboratively create special subject schedules that provide no less than one preparation period per day to each teacher.

D. Full time teachers will be required to work an additional twenty (20) minutes each Tuesday, Wednesday or Thursday mornings, not to exceed eighty-one (81) days. The remaining teacher workdays shall be no longer than seven (7) hours. This additional twenty (20) minutes on Tuesday, Wednesday or Thursday mornings shall be used weekly for grade level meetings, curriculum meetings, and teacher's own planning time. Eight of these days shall be designated for curriculum, professional development, and data teams. Staff meetings and site-based management meetings shall be scheduled once a month during this time. The remaining time may be used periodically for cross-grade meetings, NEST meetings, Share the Wealth meetings, SPED meetings, and joint planning time between inclusion and classroom teachers, parent conferences, and for other purposes by mutual agreement.

E. Teachers who must travel between buildings for work shall be provided with no less than fifteen (15) minutes for such travel in their work schedules and shall not be required to do more than the customary number of duties assigned to teachers who work in one building.

F. All teachers regardless of the number of contracted hours will be held responsible for information disseminated at all meetings.

G. Part time staff may be requested, but will not be required, to take days off throughout the school year in order to extend their work year while not increasing their workdays.

H. Part time staff is expected to attend Professional Development Days on a prorated basis as determined by their part time status. (For example, a .6 employee is required to attend .6 of the Professional Development Days/hours.) Part time staff will not be required to attend

Professional Development Days that take place on a day(s) they are not scheduled to work. However, if a part-time staff person attends a Professional Development day on a day they are not ordinarily scheduled to work, upon approval or at the request of the Building Principal, the staff person will be paid their diem. Part-time staff who work less than a full day will receive a pro-rated per diem amount.

I. Any employee covered by this bargaining agreement who is asked to work beyond their work year will be compensated at their per diem rate.

J. The parties recognize that when large groups of adults observe classroom instruction, student learning is disrupted. Therefore, the Committee shall endeavor to keep such large group disruptions to a minimum. In the case where an educator's classroom will be observed by three (3) or more adults at once, the Committee shall notify the teacher at least 24 hours in advance of such observation and shall provide the reason for the large group observation.

K. The parties recognize that introducing initiatives on new and revised curriculum, assessment, and data collection, consumes a large portion of teachers' preparation time and workday. To that end the Association will have input into the planning of these district mandated initiatives. This input will include participation in planning meetings.

L. By the first Monday in June, the Superintendent or designee, Director of Facilities and two (2) representatives from the Association will develop a summer building access schedule which will include, but not be limited to, a date classrooms must be prepared for cleaning, times classrooms and hallways will be off limits due to scheduled cleaning (these times may be adjusted due to unforeseen circumstances), and a date for teachers to begin preparing classrooms for the student start date.

ARTICLE XVII Benefits

A. Health/Life Insurance

Teachers shall be entitled to participate in the Town of Norfolk Group Health, Vision, Dental and Life Insurance Program at the premium contribution rate then prevailing.

B. Severance and Separation

Upon resignation from the Norfolk Public Schools, any teacher with fifteen (15) or more years of service to the Norfolk Schools shall be entitled to compensation for all unused Sick Leave up to 180 days at \$47 per day for the 2020-2021 school year, \$50 per day for the 2021-2022 school year, and \$53 per day for the 2022-2023 school year. Written notification of intent to receive such compensation must be made to the Superintendent prior to December 1, or at Superintendent's discretion subsequent to that date, of the school year that employment is to be completed. Teachers exercising this sick leave buy back option at retirement may take payment for their accumulated days by check or they may make a request that the Town of Norfolk make a contribution to a Qualified Tax Deferred Retirement Plan. The town shall establish a Qualified Tax Deferred Retirement Plan as soon as possible. Notification of such intention by an eligible employee must be made in writing to the Superintendent at least thirty (30) days prior to the

retirement date. If the check option is chosen, payment will be made to the employee in July of the next fiscal year.

C. Employee Assistance Program

All teachers will have access to the services provided by the Employee Assistance Program offered by the Town of Norfolk. Teachers will be able to participate in the selection of the programs to be offered.

ARTICLE XVIII
Miscellaneous

A. Telephone

Phones will be made available for use by the teachers at each respective school. The cost of the staff phones will be paid by the Committee when phones are being used by the staff for school business.

B. Conferences

Students shall be released at noon on those days on which parent conferences may be scheduled, twice in the fall and twice in the spring. Two of the conference days, chosen by the Superintendent, may be used for evening conferences. Parents shall be offered conference times between 5:00 PM and 8:00 PM. Teachers who are attending evening conferences may leave school after the dismissal of students. The schedule of appointments shall be determined by the individual teachers. All departments will be represented at conferences with parents. Part time staff are required to be available for parent-teacher conferences during scheduled conference times.

C. Open House

Each department with two (2) or more teachers will have representation at each school wide open house. Classroom teachers will attend the open house at their respective grade levels. No teacher will be required to attend more than one school wide open house.

D. Notification

For the purpose of any written notification requirements set forth in this contract, the parties agree that notification via email will suffice and should any questions arise thereunder, it is the responsibility of the sender to establish receipt of said notification. Notifications for the following areas need to be written (not email) with the sender keeping a copy of said notification: any salary lane changes, any leaves of absence notifications, and retirement or resignation notification.

E. Summer Positions

All current staff will be given priority for appointment to positions posted for summer work for which they are qualified before out-of-district staff are hired. Staff wishing to be considered must respond as directed on the posting by its closing date.

F. Off-site Duties

The parties agree that unit members will not be regularly assigned, during the school day, to work off the site of their assigned building(s) unless he/she was hired specifically to regularly do so.

G. Licenses

Any unit member shall, upon request and at least annually, provide the district with all relevant documents and information with respect to the status of licenses pending at DESE.

H. Legal Rights

Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours), or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

I. Change of Classrooms

Any unit member who is required to move her/his classroom over the summer (between school years) shall be compensated for his/her work at the rate of \$175.00 per full day. If the member is notified of the required move prior to May 15th, he/she will be permitted no more than one (1) such compensated day, subject to the advance approval of the school principal. If the member is notified on or after May 15th of a required move, then the teacher may be permitted up to a maximum of three (3) compensated full days for the move, subject to the advance approval of the school principal. Request for reimbursement must be submitted to the HR office by Sept. 30 for payment.

J. Fingerprinting

The school committee will not reimburse unit members hired after September 1, 2014 for fingerprinting. Records will be kept confidential as required by state law.

K. Nursing Mothers

The School Committee shall provide:

a. a reasonable break for employees to express breast milk each time such employee has the need to express the milk, and

b. a place, other than a bathroom, shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

ARTICLE XVX

Compliance with Massachusetts General Laws

A. If any provision of this Agreement shall be deemed contrary to law, by an agency or court of competent jurisdiction, then such provisions shall be deemed invalid, null and void, but all other provisions of this Agreement shall continue in full force and effect.

B. The Association hereby agrees and covenants that it shall not engage in a strike as defined in General Laws, Chapter 150E, Section 1.

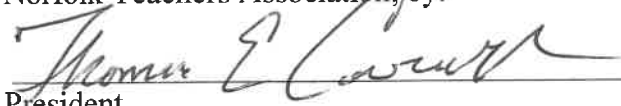
In witness thereof, the parties to this Agreement have caused this Agreement to be executed in duplicate by their respective representatives hereunto duly authorized and their seals to be affixed hereto as of the date first above written.

Norfolk School Committee, by:



Chairperson

Norfolk Teachers Association, by:



President

APPENDIX A
SALARIES

2020-2021 Salary Schedule 1% Pay Periods 1-13

	B	B+15	B+36/M	M+15	M+30	M+45	M+60/ CAGS	M+75/D
1	\$47,594	\$48,042	\$50,131	\$51,134	\$52,156	\$53,200	\$54,264	\$55,349
2	\$50,688	\$51,165	\$52,713	\$53,767	\$54,843	\$55,940	\$57,059	\$58,200
3	\$53,981	\$54,488	\$56,139	\$57,262	\$58,406	\$59,575	\$60,767	\$61,983
4	\$57,492	\$58,032	\$59,789	\$60,983	\$62,204	\$63,447	\$64,715	\$66,012
5	\$61,228	\$61,804	\$63,674	\$64,947	\$66,247	\$67,571	\$68,922	\$70,301
6	\$65,209	\$65,821	\$67,812	\$69,170	\$70,554	\$71,964	\$73,403	\$74,871
7	\$69,448	\$70,099	\$72,221	\$73,665	\$75,139	\$76,642	\$78,174	\$79,739
8	\$73,960	\$74,655	\$76,915	\$78,454	\$80,023	\$81,623	\$83,254	\$84,921
9	\$75,464	\$76,177	\$78,483	\$80,054	\$81,654	\$83,287	\$84,952	\$86,652
10	\$77,319	\$78,048	\$80,410	\$82,020	\$83,660	\$85,333	\$87,040	\$88,780
11	\$80,564	\$81,323	\$83,790	\$85,465	\$87,174	\$88,917	\$90,697	\$92,509
12	\$81,234	\$81,995	\$85,883	\$87,601	\$89,355	\$91,140	\$92,964	\$94,824
13	\$81,908	\$82,667	\$88,031	\$89,792	\$91,588	\$93,419	\$95,287	\$97,193
14	\$82,580	\$83,338	\$90,232	\$92,036	\$93,879	\$95,755	\$97,670	\$99,622
15	\$84,478	\$85,268	\$93,853	\$94,735	\$96,631	\$98,149	\$100,426	\$102,435

2020-2021 Salary Schedule 1% Pay Periods 14-26

	B	B+15	B+36/M	M+15	M+30	M+45	M+60/ CAGS	M+75/D
1	\$48,070	\$48,522	\$50,633	\$51,646	\$52,678	\$53,732	\$54,807	\$55,903
2	\$51,195	\$51,676	\$53,240	\$54,305	\$55,391	\$56,499	\$57,630	\$58,782
3	\$54,521	\$55,033	\$56,700	\$57,835	\$58,990	\$60,171	\$61,374	\$62,603
4	\$58,067	\$58,612	\$60,387	\$61,593	\$62,826	\$64,082	\$65,362	\$66,672
5	\$61,841	\$62,422	\$64,311	\$65,597	\$66,909	\$68,247	\$69,612	\$71,004
6	\$65,861	\$66,479	\$68,491	\$69,862	\$71,259	\$72,683	\$74,137	\$75,620
7	\$70,142	\$70,800	\$72,943	\$74,402	\$75,890	\$77,408	\$78,956	\$80,536
8	\$74,700	\$75,402	\$77,684	\$79,238	\$80,824	\$82,439	\$84,087	\$85,770
9	\$76,219	\$76,939	\$79,268	\$80,854	\$82,471	\$84,119	\$85,802	\$87,518
10	\$78,092	\$78,828	\$81,214	\$82,840	\$84,497	\$86,186	\$87,910	\$89,668
11	\$81,369	\$82,136	\$84,627	\$86,320	\$88,046	\$89,807	\$91,604	\$93,434
12	\$82,047	\$82,815	\$86,742	\$88,477	\$90,248	\$92,052	\$93,894	\$95,772
13	\$82,727	\$83,494	\$88,911	\$90,690	\$92,504	\$94,353	\$96,240	\$98,165
14	\$83,405	\$84,172	\$91,135	\$92,957	\$94,817	\$96,713	\$98,647	\$100,619
15	\$85,323	\$86,121	\$94,792	\$95,682	\$97,597	\$99,130	\$101,431	\$103,460

2021-22 Salary Schedule 1.75%

	B	B+15	B+36/M	M+15	M+30	M+45	M+60/ CAGS	M+75/D
1	\$48,911	\$49,371	\$51,519	\$52,549	\$53,600	\$54,672	\$55,766	\$56,881
2	\$52,091	\$52,581	\$54,172	\$55,255	\$56,361	\$57,488	\$58,638	\$59,811
3	\$55,475	\$55,996	\$57,692	\$58,847	\$60,023	\$61,224	\$62,448	\$63,698
4	\$59,083	\$59,638	\$61,444	\$62,670	\$63,925	\$65,203	\$66,506	\$67,838
5	\$62,923	\$63,514	\$65,434	\$66,744	\$68,080	\$69,441	\$70,830	\$72,247
6	\$67,013	\$67,642	\$69,689	\$71,084	\$72,506	\$73,955	\$75,434	\$76,943
7	\$71,370	\$72,039	\$74,220	\$75,704	\$77,218	\$78,763	\$80,337	\$81,945
8	\$76,007	\$76,721	\$79,043	\$80,625	\$82,238	\$83,882	\$85,558	\$87,271
9	\$77,553	\$78,285	\$80,655	\$82,269	\$83,914	\$85,592	\$87,303	\$89,050
10	\$79,458	\$80,208	\$82,635	\$84,290	\$85,976	\$87,694	\$89,449	\$91,237
11	\$82,793	\$83,574	\$86,108	\$87,830	\$89,587	\$91,378	\$93,207	\$95,069
12	\$83,482	\$84,264	\$88,260	\$90,026	\$91,828	\$93,663	\$95,537	\$97,448
13	\$84,175	\$84,955	\$90,467	\$92,277	\$94,123	\$96,004	\$97,925	\$99,883
14	\$84,865	\$85,645	\$92,730	\$94,583	\$96,477	\$98,405	\$100,373	\$102,379
15	\$86,816	\$87,628	\$96,451	\$97,357	\$99,305	\$100,865	\$103,206	\$105,570

2022-23 Salary Schedule – 2.25%

	B	B+15	B+36/M	M+15	M+30	M+45	M+60/CAGS	M+75/D
1	\$50,011	\$50,482	\$52,678	\$53,731	\$54,806	\$55,902	\$57,021	\$58,161
2	\$53,263	\$53,764	\$55,391	\$56,498	\$57,629	\$58,781	\$59,957	\$61,157
3	\$56,723	\$57,256	\$58,990	\$60,171	\$61,374	\$62,602	\$63,853	\$65,131
4	\$60,412	\$60,980	\$62,826	\$64,080	\$65,363	\$66,670	\$68,002	\$69,364
5	\$64,339	\$64,943	\$66,906	\$68,246	\$69,612	\$71,003	\$72,424	\$73,874
6	\$68,521	\$69,164	\$71,257	\$72,683	\$74,137	\$75,619	\$77,131	\$78,674
7	\$72,976	\$73,660	\$75,890	\$77,407	\$78,955	\$80,535	\$82,145	\$83,789
8	\$77,717	\$78,447	\$80,821	\$82,439	\$84,088	\$85,769	\$87,483	\$89,235
9	\$79,298	\$80,046	\$82,470	\$84,120	\$85,802	\$87,518	\$89,267	\$91,054
10	\$81,246	\$82,013	\$84,494	\$86,187	\$87,910	\$89,667	\$91,462	\$93,290
11	\$84,656	\$85,454	\$88,045	\$89,806	\$91,603	\$93,434	\$95,304	\$97,
12	\$85,360	\$86,160	\$90,246	\$92,052	\$93,894	\$95,770	\$97,687	\$99,641
13	\$86,069	\$86,866	\$92,503	\$94,353	\$96,241	\$98,164	\$100,128	\$102,130
14	\$86,774	\$87,572	\$94,816	\$96,711	\$98,648	\$100,619	\$102,631	\$104,683
15	\$88,769	\$89,600	\$98,621	\$99,548	\$101,539	\$103,134	\$105,528	\$107,639

APPENDIX B In-House Professional Development Options

Seminars

Seminars are a series of meetings totaling a minimum of 10 hours on a single topic, a single book or a series of articles. The presenter will choose the initial date; the group will decide the subsequent meeting dates and duration. The presenter receive a stipend per the NTA contract at a level to be determined by the superintendent but not less than Level 3, and 2 Professional Development Points (PDPs) for every hour of instruction (first time class only; for all subsequent classes the presenter will receive monetary compensation and will not receive PDPs). Those attending will receive 1 PDP for each hour.

Work Groups

Work Groups are professional staff members meeting to produce an end product. Stipend level per the NTA contract will be determined by the scope of the task and will be included in the proposal. Examples would include but not be limited to: rewriting grade level units of study, developing supplemental lessons to implement the Common Core, develop lessons to integrate technology, etc. Participants may elect to receive in-house credits for lane movement (12 hours = 1 credit) and 1 PDP for each hour of work in lieu of a stipend. The end product shall be submitted to the immediate supervisor.

One-time Training Sessions

The one-time training sessions can occur before or after school as well as during the school day as part of professional development. It can be building based or district wide. Training sessions can be initiated by staff members or by a written proposal submitted by a trainer. Length of training will be determined by the subject matter and/or the needs of the participants. The presenter of before or after school training shall be compensated for the presentation and planning time at a rate of \$45 per hour (during the school day the presenter shall be compensated only for planning time), and 2 PDPs for every hour of instruction (first time class only; for all subsequent classes the presenter will receive monetary compensation and will not receive PDPs). The amount of planning time shall be calculated as two (2) hours of planning time for each hour of presentation time the first time the presentation is given and one (1) hour of planning time for one (1) hour of presentation time for subsequent presentations. Those attending will receive 1 PDP for each hour.

Request for Teacher Professional Development

Teachers desiring professional development can fill out a Professional Development Request Form. Teachers need to indicate whether they prefer seminar or one-time training for each topic requested. In addition, the teachers will indicate their learning style preference (individual 1:1, up to three people, small group, or no preference).

Seminar Proposal

Name: _____

School: F/K _____ H.O.D. _____ District _____

Name of Seminar _____

Initial Meeting Date: _____

Location: _____

Please provide a brief description of the seminar and include the following:
number of hours for participants, maximum number of participants, overarching goals, other.

Principal's Approval _____ Date _____

Superintendent's Approval _____ Date _____

Work Group Proposal

Name of Participant	In-House Credits	Stipend Level

School: F/K _____ H.O.D. _____ District _____

Work Group Topic: _____

Location: _____

Date (s): _____

Please provide a brief description of the proposed work group and include the following information: expected stipend level, overarching goals, and end product.

Principal's Approval _____ Date _____

Superintendent's Approval _____ Date _____

One-time Training Proposal

Name of Trainer: _____

School: F/K _____ H.O.D. _____ District _____

Name of Training: _____

Meeting Date: _____

Location: _____

Please provide a brief description of the proposed training and include the following information: expected stipend level, maximum number of participants, overarching goals, other.

Principal's Approval _____ Date _____

Superintendent's Approval _____ Date _____

Professional Development Request Form

Topic	Seminar or One-time Training	Learning Preference

Name: _____

School: F/K _____ H.O.D. _____

Date of Request: _____

Please indicate your learning preference (Individual 1:1, up to three people, small group, or no preference)

Principal's Approval _____ Date _____

Superintendent's Approval _____ Date _____

APPENDIX C

Educator Evaluation Agreement
Adapted from DESE Model Contract

Norfolk Public Schools
August 31 2014

Joint Evaluation Committee:

The NTA proposes a Joint Evaluation Committee with an equal number of representatives from the NTA and NPS to make a recommendation, subject to ratification by both parties, regarding changes and updates to the Evaluation appendix. The Committee shall have its first meeting no later than December 1, 2020, and shall make a joint recommendation to the parties no later than May 1, 2021.

Article IV - Teacher Evaluation
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ARTICLE IV
Teacher Evaluation

A. Preamble

The primary purpose of evaluation is to foster the professional growth and development of the teachers in the Norfolk Public Schools. While it is recognized that personnel decisions may be made as the result of evaluations conducted in accordance with this process, it is the intention of the parties to ensure a positive atmosphere to provide for the continued improvement of instruction for the children of Norfolk.

B. Observation

Although an evaluator's direct personal observations are the primary source of data and information regarding a teacher's performance, an evaluator is expected to consider all relevant and reliable data and information that comes to his/her attention that pertain to the teacher's job performance. Thus, a teacher's performance is to be evaluated in the light of all evidence pertinent to the discharge of the teacher's professional responsibilities and not solely by his/her work in the classroom.

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Administration may conduct evaluation-related observations without advance notice to the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Teachers will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors.

C. Personnel Documentation

Teachers will have the right upon written request to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association present when reviewing the contents of his/her personnel file.

No material derogatory to a teacher's conduct, service, character or personality arising during the course of his/her employment, or any other material, will be placed in this personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

D. Complaints

Any complaint, upon which action will be taken, made to any member of the Administration regarding a teacher, will be brought to the teacher's attention no later than the close of the following school day.

E. Discipline

The Committee and the Association recognize the authority and the responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the Administration, he/she will be entitled to have a representative of the Association present. Concrete evidence, not hearsay, is to be considered before any disciplinary action. A teacher has the right to know the accuser and to discuss the situation with that person prior to a disciplinary hearing or action.

No professional status teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

F. Evaluation Procedures for All Faculty

1. Any teacher may be evaluated at any time, which evaluation shall be conducted in accordance with Massachusetts General Law and applicable regulations. All teachers shall have the right to have an Association representative present at all conferences with the building principal, superintendent or immediate supervisor.
2. All teachers shall be evaluated by their building principal, assistant principal, superintendent or immediate supervisor. The parties agree that for the purpose of this provision, where the district has chosen to appoint part-time administrators who remain members of the bargaining unit, such persons shall not be responsible for evaluating other unit members.

Timelines: See also 11) Observations and 20) Timelines (below)

3. Written reports of the observations will be returned to the teacher within ten (10) school days.
4. The mid-cycle report shall be delivered to the teachers by:
 - June 1 for Professional Status Teachers on year 1 of the 2-year evaluation cycle (*Formative Evaluation report*)
 - February 1 for Provisional Status Teachers (Non-PTS) or halfway in a different cycle as may have been defined in a Developing Educator Plan, Directed Growth Plan, or Improvement Plan (*Formative Assessment report*)

5. The Final Evaluation Report/Summative Evaluation shall be delivered to the teachers by June 1 for all teachers except those who will be placed on a Directed Growth or Improvement Plan, in which case the Final Evaluation Report/Summative Evaluation shall be delivered by May 15.

The Final Evaluation Report/Summative Evaluation may be delayed by a number of days equal to the number of school cancellation days.

G. Provisional Faculty

1. Initial conference will be held to discuss and plan for the achievement of the goals by October 1 for Educators within their first year of practice, October 15 for others.
2. Goals will be established in collaboration with the Evaluator.
3. Three classroom visitations, four visitations if during an Educator's first year of practice, will occur during the year before December 1st, February 1st, and April 1st; also before May 1st for an Educator in his/her first year of practice.
 - One (1) formal observation: (Pre-observation, Observation, Post-observation) – optional for years 2 and 3 at the discretion of the principal.
 - Two (2) or three (3) informal observations: (A post-observation conference may happen if either the Educator or Evaluator requests it.)
4. Summative Evaluation: Final conference between Educator and Evaluator by June 1 if requested by either party.

H. Professional Practice Goals

Acceptable activities that may provide evidence of professional practice include the following, which must be aligned to Standards of Effective Teaching Practice (603 CMR 35.03 and attached rubrics) and aligned to the Educator's Self-Assessment. - To be approved by building principal/supervisor:

Peer Observation - A teacher will observe another teacher's lesson four times during the year.

Product: Submit summary of the observations.

Study Groups - Teachers will meet with their colleagues four times a year to learn new strategies and implement those strategies in their classrooms.

Product: Submit summative reflection paper of no more than 250 words.

Action Research Project - A teacher identifies an area in need of improvement, i.e., classroom management techniques, behavior modifications, differentiated instruction,

assessment, etc. Teacher researches area, implements changes, reflects upon results and continues this cyclical process.

Product: A written reflection on the action research project and how it impacted the teacher's professional performance. Written reflection should be no more than 500 words.

Portfolio - Teacher will show educational and professional growth by collecting lesson plans, professional articles, work samples, etc. on a single area of teaching and learning.

Product: A written reflection on the portfolio process and how it impacted the teacher's professional performance. Written reflection should be no more than 500 words.

Prepare and present a Staff Development Program –

Product: A copy of program agenda and materials

Prepare and present a Parent Education Program –

Product: A copy of program agenda and materials

Pilot or explore a new program - Upon authorization from the building principal, a teacher implements a program being considered by the Norfolk Public Schools.

Product: Completion of Evaluation Tool for new program provided by supervisor.

Curriculum Development - Collaborate with colleagues to develop a new unit or revise an existing unit including common assessments.

Product: A copy of new unit and materials.

Mentoring -

Follow procedures outlined in mentoring handbook.

Product: Two hundred fifty (250) word reflection on the experience.

A Graduate Level Course – Complete a graduate level course that addresses a school, district, or personal (Individual Professional Development Plan, i.e., IPDP) goal.

Product: Submit course description and grade

Submission of an article for publication in a professional journal –

Product: Copy of the article

Pursue National Board Certification-

Product: Copy of application and evidence of progress towards certification

Member of Executive Board of NTA

Product: One year of service

Other activities aligned to Standards of Effective Teaching Practice – to be approved by the Evaluator

Product: To be approved by the Evaluator

I. Conclusion

Any and all personnel decisions and/or actions, which result from and/or are connected to evaluations, shall be subject to all of the provisions of the collective bargaining agreement. All evaluations are to be conducted in compliance and conformance with the provisions of Massachusetts General Laws and regulations.

1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.
- B) The specific purposes of evaluation are:
- To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - To assure effective teaching and administrative leadership, 35.01(3).

2) Definitions (* indicates definition is generally based on 603 CMR 35.02)

- A) Administrator: Any person employed in a school district in a position requiring a certificate or license from DESE or educators such as department heads with evaluation duties. Administrator roles could include principal/vice principal, superintendent/assistant superintendent, district coordinators or program directors.
- B) Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- C) Assessment of Student Learning Outcomes: Any demonstration of student knowledge and skill attainment, which may include but are not limited to informal checks of student understanding, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios, multi-stage performance tasks, and locally bargained district and state determined measures.
- D) Association: Norfolk Teachers Association
- E) Caseload Educator: Educators who teach or counsel individual or small groups of students sometimes through consultation with the regular classroom teacher,

for example. It shall include guidance/adjustment counselors, psychologists, and social workers, speech and language pathologists, some math and reading specialists and special education teachers, occupational and physical therapists, BCBA/behavior specialists, and others who provide mostly pull-out services.

- F) Classroom teacher: Educators who teach preK-6 whole classes, and teachers of special subjects as such as art, music, library, computer/technology, and physical education. May also include special education teachers and math or reading specialists who mostly teach whole classes.
- G) Categories of Evidence: Multiple measures of student learning, growth, and achievement, observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CM R 35.03).
- H) Descriptors: In the Educator Rubric, they define the individual elements of each of the indicators under the standards.
- I) District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks or local standards agreed-upon by the Evaluator and Educator, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments, district-developed pre and post unit and course assessments, and culminating projects.
- J) Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- K) Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall summative rating, and the rating of impact on student learning, growth and achievement. All Educator Plans shall have a professional practice goal and a student learning goal. There shall be four types of Educator Plans:
- L) Developing Educator Plan: A plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or at the discretion of the Evaluator, for an Educator in a New Assignment.
- M) Self-Directed Growth Plan: A plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary. A One-year Self-Directed Growth Plan will usually be developed by a PTS Educator in a New Assignment. In year one (2012-2013), for the purposes of

this Educator Evaluation cycle, all Educators with PTS will be considered proficient and be on Self-Directed Growth Plans of one or two years.

- N) Directed Growth Plan: A plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
- O) Improvement Plan: A plan developed by the Evaluator for the Educator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory, with goals specific to improving the Educator's unsatisfactory performance. The Association will be notified that an Educator has been rated unsatisfactory and placed on an Improvement Plan. The Educator's name will not be released without his or her consent. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year or activities to be undertaken during the fall semester. The requirement of summer activities shall not a) preclude an Educator's personal, family, or financial hardships and b) must be agreed upon by both parties. A Peer Assistance and Review (PAR) Support Team will be assigned to an Educator who is rated unsatisfactory and makes a such a request in writing to the Evaluator. See details under Educator Plans: Improvement Plan (below).
- P) ESE: The Massachusetts Department of Elementary and Secondary Education.
- Q) Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- R) Evaluator: Any person designated by a superintendent who has responsibility for observation and evaluation and who has completed a professional learning program in evaluating and judging professional practice. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator during any one school year, assigned at the beginning of the school year. The Evaluator shall be the person responsible for determining the Educator's performance ratings and evaluation. It is most often one principal, assistant principal, or special education director/director of student services; however, the Evaluator role may be shared at the request of the Educator.
 - (a) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be

evaluated by one appropriate licensed administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominant assignment, the principals will determine who the Evaluator will be.

- (b) Notification: The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator may be changed upon notification in writing to the Educator. Mid-year changes will only occur due to a change in building administrators.
- S) Evaluation Cycle: A five-component process that all Educators follow consisting of: 1) Self-Assessment; 2) Goal-setting, analysis, and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - A) Experienced Educator: An educator with Professional Teacher Status (PTS).
 - B) Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - C) Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation at the discretion of the Evaluator, but typically takes place at mid-cycle, which for non-PTS Educators is mid-year.
 - D) Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth Plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plans, performance on standards, or both.
 - E) Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator with the Educator, or by grade-level or subject-area teams, departments, or other groups of Educators who have the same role.
 - F) Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

- G) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA growth scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- H) **New Assignment:** An Educator with PTS shall be considered in a new assignment when teaching under a different license.
- I) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice. An observation shall occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator within ten (10) school days, using agree-upon written protocols. Normal supervisory responsibilities of department, building and district Administrators will also cause Administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the Administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not Observations as defined in this Article.
- **Note:** The parties agree to bargain the protocols of video observations should either party wish to adopt such practice but all video observations will be done openly and with knowledge of the Educator. No Educator shall be videotaped or audio-taped without his/her written permission, and videotaped observations of an Educator's work may only be submitted by the Educator to the Evaluator. All such recordings are the sole property of the Educator.
- J) **Parties:** The parties to this agreement are the Norfolk School Committee and the Norfolk Teachers Association.
- K) **Peer Assistance and Review (PAR) Support Team:** The PAR Team shall consist of the Educator's Evaluator and three NTA colleagues of the Educator, with the Educator, the Association, and the Administration each selecting one colleague. The PAR Support Team members must have a rating of proficient or exemplary, and shall review performance issues and suggest alternatives to address the performance problems. The Team will provide ongoing assistance to an Educator rated unsatisfactory, as set forth in Educator Plans: Improvement Plan (below). The Team may also intervene in cases of an Educator rated proficient or exemplary whose impact on student learning is low and in other cases as requested. Intervention may be requested by the Educator, the Evaluator, the Superintendent, or any combination thereof.

- L) Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. For the first year of implementation of this Educator Evaluation system, all PTS Educators will be assumed to be proficient.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- M) Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and/or supplemental to 603 CMR 35.00.
- N) Professional Teacher Status (PTS): PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- O) Provisional, a.k.a. Non PTS Educator: For purposes of this Educator Evaluation process, a Provisional teacher is one in his/her first three (3) years of practice as an Educator.
- P) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns of student learning, growth, and achievement. Guidance is expected from DESE by July 2012.
- Q) Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's practice and performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- Standard 1: Curriculum, Planning and Assessment
 - Standard 2: Teaching All Students
 - Standard 3: Family and Community Engagement

- Standard 4: Professional Culture
 - Attainment of Professional Practice Goal(s)
 - Attainment of Student Learning Goal(s)
- R) Reflective Practice: The Educator gathers information, analyzes data, examines issues, and develops new approaches in order to improve teaching, learning, and leadership.
- S) Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance for the purpose of formative and summative evaluations. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- Standards: Describe broad categories of professional practice, including those required in 603 CMR 35.03
 - Indicators: Describe aspects of each standard, including those required in 603 CMR 35.03
 - Elements: Define the individual components under each indicator
 - Descriptors: Describe practice at four levels of performance for each element
- Note: Only Standards, Indicators, and Elements that are observed or discussed in Educator conferences with the Evaluator will be scored.
- T) Self Assessment: The evaluation cycle shall include Self Assessment addressing locally developed Performance Standards. The Educator will provide such information at the point of goal setting and plan development. Evaluators shall use evidence of Educator performance and impact on student learning, growth, and achievement in goal setting with the Educator, based on the Educator's Self Assessment and other sources that the Evaluator shares with the Educator.
- U) Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions such as assignments, transfers, PTS, or dismissal pursuant to Mass. General Laws. The Summative Evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The Summative Evaluation rating must be based on evidence from multiple categories of evidence. To be rated proficient overall, an Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning, and Assessment and the Teaching All Students standards.

MCAS Student Growth Scores cannot be the sole basis for a Summative Evaluation rating.

- V) Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00. The Superintendent shall be evaluated by the School Committee pursuant to M.G.L. c. 71 §59 and §59A.
- W) Teacher: An Educator as defined above.
- X) Trends in student learning: At least three years of data, from the locally bargained measures and state assessments used in determining the Educator's rating for impact on student learning as high, moderate, or low, subject to DESE guidance expected July 2012. The specific data to be used will be bargained during 2012-2013 and will be expected to be in place by September 2013.

3) Evidence Used In Evaluation

The following categories of evidence will be negotiated by the Parties over the course of the 2012-2013 school year with a completion goal of September 2013, and shall be used thereafter in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement. The Parties agree to bargain over this regulatory requirement after guidance has been issued by ESE.
 - (a) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks, other relevant frameworks, or local standards that are comparable within grades or subjects in a school.
 - (b) At least two locally bargained measures of student learning related to the Massachusetts Curriculum Frameworks, or other relevant frameworks or local standards that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments, district-developed pre and post unit and course assessments, and culminating projects, and other Assessments of Student Learning Outcomes.
 - (c) MCAS Student Growth Percentile (SGP) where available in which case at least three years of data is required as evidence of student learning, growth, and achievement.

- (d) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - (e) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and/or achievement as locally bargained. The measures shall be based on state guidelines and shall reflect the Educator's role and responsibilities.
- B) Observations and artifacts of practice including:
- Informal observations of not less than 10 minutes.
 - Formal observations of up to 60 minutes.
 - Examination of Educator work products.
 - Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- Evidence compiled and presented by the Educator, including:
- (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture.
 - (b) Evidence of active outreach to and engagement with families.
 - (c) professional practice goal(s) which may include team goal(s).
 - (d) Evidence of progress towards student learning outcomes goal(s) which may include team goals.
 - (e) Any other relevant evidence from any source that the Evaluator shares with the Educator which has been analyzed and substantiated through a thorough investigation of the facts.
- D) Educators will be required to submit one piece of evidence on no more than eight indicators, two for each standard. One of the eight must be aligned with the educator's student learning goal, and one with the educator's professional practice goal. The indicators on which the educator will submit evidence will be determined through a conversation with the evaluator

4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree that the rubrics attached to this agreement shall be used for the first year of implementation, to be reviewed by the joint labor-management committee at the end of the first year and again at the end of the two-year cycle.

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange for and provide training during the contractual day for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE with input from the Association and the joint labor-management committee.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one month of the date of hire. The learning activity shall occur during the contractual workday. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE with input from the Association and the joint labor-management committee.

6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal, or agreed-upon outside designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal, or agreed-upon outside designee shall:
 - (a) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - (b) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

- (c) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
- (d) The faculty meeting may be recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.

The participants will evaluate the effectiveness of this process as a means of providing the joint labor-management committee with actionable feedback.

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- (a) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 15th or within four weeks of the start of their employment at the school. During the first year of implementation self-assessment and proposed goals are due November 1st.
- (b) The Self-Assessment includes:
 - (1) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (2) An assessment of practice against each of the four Performance Standards of effective practice using the attached rubric.
 - (3) Proposed goals to pursue:
 - (1) At least one goal directly related to improving the Educator's own professional practice.
 - (2) At least one goal directed related to improving student learning.

B) Proposing the goals

- (a) Prior to the goal-setting process, school and/or district leaders will provide educators with assessment data analysis and copies of the school and district goals. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- (b) For Educators in their first year of practice, the Evaluator will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September

15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and which may include team goals.

- (c) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address team goals.
- (d) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- (e) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may be team goals.

8) Evaluation Cycle: Goal Setting and Development of the Educator Plan

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties agree to bargain over the impact of this regulatory requirement. The process for determining the Educator's impact on student learning, growth, and achievement will be determined after ESE issues guidance on this matter. (See Section 22).
- C) Educator Plan Development Meetings shall be conducted as follows:
 - (a) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer.

- (b) For those Educators new to the district, the meeting with the Evaluator to establish the Educator Plan must occur by October 15 or within four weeks of the start of their assignment in that school, whichever is earlier.
 - (c) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - (d) For Educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be a team goal. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills. Educators should set goals that are measureable, but shall not be required to express the goals in numerical form.
 - (e) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response which shall be attached to the Educator Plan. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS
- A) In the first year of practice or, at the discretion of the Evaluator, first year assigned to a school if teaching in a New Assignment, i.e., under a different license:
 - Note: Prior experience in the New Assignment will be taken into account when determining the level of evaluation required.
 - (a) The Educator shall have at least one formal observation during the school year using the protocol described in section 11B, below.
 - (b) The Educator shall have at least three informal observations during the school year.
 - B) In the Educator's second and third years of practice or second and third years as a non-PTS Educator in the school:

- (a) The Educator shall have at least three informal observations during the school year.

10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

- A) The Educator whose overall rating is proficient or exemplary must have at least one informal observation during the 2-year evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two informal observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both informal and formal observations.

The number and frequency of the observations shall be determined by the Evaluator, but in no case, for Improvement Plans of one year, shall there be fewer than one announced/formal and four unannounced/informal observations. For Improvement Plans of six months or fewer, there must be no fewer than one formal and two informal observations.

Table of Observations

Educator Plan	Number of Informal Observations Required	Number of Formal Observations Required
Two-year Self-Directed Plan for PTS Educators rated proficient or exemplary	0-1 (at least one informal or formal observation during the two-year cycle)	0-1 (optional)
Directed Growth Plan for PTS Educators rated needs improvement	2 (at least two informal or formal observations during the one-year cycle)	0-1 (optional)
Improvement Plan for Educators rated unsatisfactory - one year	4	1

Improvement Plan for Educators rated unsatisfactory – 6 months or less	2	1
Developing Educator (non-PTS) Year one -Educator in his/her first year of practice -Years two and three	3 2-3 (at least three observations, formal or informal, each year.)	1 0-1 (optional)

Note: The Evaluator is not required nor expected to review all the Indicators in a rubric during an observation.

11) Observations

The Evaluator’s first observation of the non-PTS Educator shall take place by December 1. Observations required by the Educator Plan should be completed by May 15th. Three classroom visitations, four visitations if during an Educator’s first year of practice, will occur during the year before December 1st, February 1st, and April 1st. An Educator in the first year of practice will have an additional observation before May 1.

The parties agree that individual teaching styles vary and not all of the Indicators on the Rubric may be observed during any one class or lesson.

Walk-throughs, Learning Walks, Instructional Rounds, and other like procedures by any other name (herein called “walk-throughs”) are intended to gauge the overall climate, culture, and instruction within a school, program, or department, and entail walking into multiple classrooms, usually for less than five minutes each. Observations from walk-throughs summarize the aggregate climate, culture, and instruction, rather than commenting on individual Educators, and are used to talk about observed patterns and trends across classrooms. Walk-throughs are not Observations for the sake of this evaluation system and do not require feedback to individual Educators. A walk-through can be announced or unannounced. There are no limits on the number of walk-throughs that can be conducted, provided that all Educators in a school shall have a similar number of such visits.

A) Unannounced Informal Observations

- a) Unannounced/Informal observations may be in the form of partial or no more than full-period classroom visitations, but not less than ten (10) minutes. Instructional Rounds, Walkthroughs, and Learning Walks are non-evaluative collaborative observation protocols designed to assess overall school culture. Informal observations are unannounced.
- b) The Educator will be provided with at least brief written feedback from the Evaluator within ten (10) school days of the observation. The written feedback shall be delivered to the Educator in person or placed in the Educator's mailbox, or available electronically. Hard copies will be provided upon request.
- c) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 20 school days.
- d) No other observations may take place until at least two (2) days after the feedback has been provided. The Educator and Evaluator are encouraged to have conversations on feedback.
- e) Any informal observation, which may result in disciplinary action, shall be brought to the attention of the Educator within 48 hours at a post-observation conference where both Educator, Evaluator, and Association representative (if requested) can be present.

Note: The Educator shall be given a document that summarizes the issue, the action(s) to be taken to correct it, and a time frame for completion of such action(s).

B) Announced Formal Observations

- a) Formal observations are announced and include pre and post conferencing.
- b) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one Formal Observation. Formal observations shall be no more than one full period not to exceed sixty (60) minutes, announced and conducted according to the following procedure:

- (1) The Evaluator shall suggest the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- (2) Within 5 school days of the scheduled observation the Evaluator and Educator shall meet for a pre-observation conference
 - 1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - 2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (1) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (2) The Evaluator shall provide the Educator with written feedback within ten (10) school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Educator should take to improve his/her performance.
 - (3) Identify support and/or resources the Educator may use in his/her improvement including a Peer Assistance and Review (PAR) Support Team.
 - (4) State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to give targeted constructive feedback to Educators based on their

observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice or Educator goals or both.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a Two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one of the two-year cycle. (See section 13, below.)
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall.
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within ten (10) school days before and/or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face or to the Educator's school mailbox, or made available electronically. A hard copy will be provided upon request.
- G) The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report or within ten (10) school days of the Formative Assessment meeting, whichever is later. The Educator's reply shall be attached to the report.
- H) The Educator shall sign the Formative Assessment report within ten (10) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.

- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan through mutual agreement after conferring with the Educator.
 - J) The Educator's performance for this report shall be assumed to be the same as or better than the previous Summative Evaluation unless evidence demonstrates a significant change in performance.
 - K) After the Formative Assessment and upon request of the Educator, another trained, and mutually agreed upon Evaluator shall be assigned to perform a formal observation to be used as evidence in the Educator's Summative Evaluation.
- 13) Evaluation Cycle: Formative Evaluation for Two-Year Self-Directed Plans Only
- A) Educators on Two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than June 1 of the first year of the two-year cycle. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
 - B) No less than four weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
 - C) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, to the Educator's school mailbox, or made available electronically
 - D) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within ten (10) school days before and/or after completion of the Formative Evaluation Report.
 - E) The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report. The reply will be attached to the Formative Evaluation Report.
 - F) The Educator shall sign the Formative Evaluation report within ten (10) school days of receiving the report. The signature indicates that the Educator received

the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

- G) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan through mutual agreement after conferring with the Educator.
- H) The Educator's performance rating for that year shall be assumed to be the same or better than the previous summative rating unless evidence demonstrates a significant change in performance in which case the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- I) After the Formative Evaluation report is provided to the Educator and upon request of the PTS Educator, another licensed, trained, and mutually agreed-upon Evaluator shall be assigned to perform an announced Formal Observation to be used as evidence in the Educator's Formative Evaluation. An Educator may request an additional participant licensed in the field in which the Educator is being observed, e.g., an Occupational Therapist may request a similarly licensed and trained Evaluator, provided by the district. At a minimum the district will provide a mutually agreed upon Specialist or Educator licensed in the same field to take part in a co-observation. A new Formative Evaluation Report will be written reflecting the additional observation. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, to the Educator's school mailbox, or made available electronically.

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a Summative Evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the Educator by June 1.
- B) The Evaluator determines a rating on each standard based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals. In determining the overall rating, the Evaluator shall give consideration to all four standards and attainment of goals.
- C) The Evaluator shall determine the summative rating that the Educator receives.
- D) The Evaluator and Educator shall discuss and review the components of the rating for the impact on student learning. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student

learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating.

- E) The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator prior to a face-to-face meeting. The report shall be provided to the Educator no later June 1 for all educators.
- J) After the Summative Evaluation report is provided to the Educator and upon request of the PTS Educator, another licensed, trained, and mutually agreed-upon Evaluator shall be assigned to perform an announced Formal Observation to be used as evidence in the Educator's Summative Evaluation. An Educator may request an additional participant licensed in the field in which the Educator is being observed, e.g., an Occupational Therapist may request a similarly licensed and trained Evaluator, provided by the district. At a minimum the district will provide a mutually agreed upon Specialist or Educator licensed in the same field to take part in a co-observation. A new Summative Evaluation Report will be written reflecting the additional observation. The Evaluator shall complete the Summative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, to the Educator's school mailbox, or made available electronically.
- K) The Evaluator shall meet with an Educator rated needs improvement or unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by May 15th.

- L) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the Summative Evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 1st.
- M) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- N) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- O) The Educator shall have the right to respond in writing to the Summative Evaluation. The Educator's response shall become part of the final Summative Evaluation report.
- P) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and student achievement. The Plan must be aligned to the Standards and Indicators and be consistent with district and school goals.
- B) The Educator Plan shall include:
 - 1) At least one goal related to improvement of practice tied to one or more Performance Standards
 - 2) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility
 - 3) An outline of actions the Educator must take to attain the goals and evidence/ benchmarks to assess progress that include(s) specified professional development, as well as other support that may be suggested by the Evaluator and provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state,

district, or other providers in accordance with the Educator Plan. These activities shall be paid for by the District as funding allows. If funding is not available a cost-neutral Plan will be developed and shall take place within the contractual workday whenever available.

16) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in New Assignments, i.e., teaching under a different Educator license. (See also One-year Self-Directed Growth Plan below.)
- B) The Educator shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary and, after 2013-2014, whose impact on student learning is moderate or high. A Formative Evaluation report is completed at the end of year 1 and a Summative Evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary and, after 2013-2014, whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the Summative Evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- C) A One-year Self-Directed Growth Plan is for those educators in a New Assignment teaching under a different Educator license.

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined in a joint meeting of the Evaluator and the Educator .
- C) The Evaluator shall complete a Summative Evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1.

- D) For an Educator on a Directed Growth Plan whose overall Summative performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins or activities during the following fall semester. The requirement of summer activities shall not:
 - (a) preclude an Educator's potential personal, family, or financial hardships
 - (b) must be agreed upon by both parties.
- C) The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The Educator may request to the Evaluator, in writing, a Peer Assistance and Review (PAR) Support Team to aid him/her in implementing the Improvement Plan (see procedure below in J).
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and Evaluation and detail the improvement goals to be met, the activities the Educator must take to improve, and the assistance, including a PAR Support Team if requested, to be provided to the Educator by the district.
- F) The Improvement Plan process shall include the following:

- 1) Within twelve school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - 2) If the Educator consents, the Association will be informed that the Educator has been placed on an Improvement Plan.
 - 3) The Educator may request that a representative of the Association attend the meeting(s).
- G) The Improvement Plan shall:
- 1) Define the improvement goals directly related to the Performance Standard(s), Indicator(s), Element(s), and/or student learning outcomes that must be improved.
 - 2) Describe the activities and work products the Educator must complete as a means of improving performance.
 - 3) Describe the assistance that the district will make available to the Educator.
 - 4) Articulate the measurable outcomes that will be accepted as evidence/benchmarks of improvement.
 - 5) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle Formative Assessment report of the relevant Standard(s) and Indicator(s).
 - 6) Identify the individuals assigned to assist the Educator which must, at a minimum, include the Evaluator.
 - (a) Include the signatures of the Educator and Evaluator.
 - (b) If there is not agreement on the contents of the Plan, the Educator may file a grievance under the procedure outlined in Article VII of the Agreement between the Norfolk School Committee and the Norfolk Teachers Association.
 - 7) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.

8) Decision on the Educator's status at the conclusion of the Improvement Plan

(a) All determinations below must be made no later than June 1 or at the end of at least one ninety (90) school-day cycle. One of three decisions must be made at the conclusion of the Improvement Plan:

- (1) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- (2) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- (3) If the Evaluator determines that the Educator's practice remains at the level of Unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

19A Procedures and Role of the Peer Assistance and Review Support Team (PAR Team) if implemented for an Educator Placed on an Improvement Plan

A. Procedures for use of a PAR Team:

1. The Principal, upon receipt of the teacher's written request, will establish a PAR Support Team, subject to the terms and conditions established in this section.
2. The ability of the PAR Team to fulfill its role will depend upon the agreement, consent, and cooperation of the Educator rated unsatisfactory. The Educator may at any time, by notice in writing to the Evaluator, terminate the continued functioning of the PAR Team.
3. The PAR Team shall consist of the teacher's Evaluator and three NTA colleagues of Educator, with the Educator, the Association, and the Administration each selecting one colleague. If the Educator is a special education teacher, then the Student Support Services Director will be on the team.
4. The Educator requesting PAR Team intervention shall provide the PAR Team, or authorize his/her principal to provide the PAR Team, with copies of the relevant documentation that placed the teacher on unsatisfactory status and such other information which the PAR Team deems relevant. If the Educator does not provide the PAR Team with sufficient information to allow the team to devise an appropriate

assistance plan, the Team can, through a unanimous vote, disband the PAR Team. At that time the Evaluator may proceed with one of the following steps:

- i. Place the PTS Educator on the Developing Educator Plan for one school year.
- ii. Place the PTS Educator on a Directed Growth Plan for up to one school year.
- iii. Develop an intensive assistance plan for an additional ninety school days (with a maximum of two [2] consecutive ninety-school-day cycles).
- iv. Follow the procedures in 19) Educator Plans: Improvement Plans (above) without the assistance of a PAR Team.

B. Role of PAR Support Team

1. The PAR Support Team shall review the performance issues and suggest alternatives to address the performance problems, *i.e.*, enlist outside support on the teacher's behalf; participation in professional development activities; course work; release time opportunities to visit other classrooms; peer coaching; working with a mentor teacher; other growth activities, etc. The aforementioned are set forth as possibilities, not mandates, and are not exhaustive. If funding is unavailable for such alternatives, a cost-neutral Plan will be developed.
2. The Assistance Plan will focus on the area(s) for improvement designated by the Evaluator. A plan will consist of no more than three (3) goals and include:
 1. Statement of the problem
 2. Performance goals with measurable outcomes that will be accepted as evidence of improvement
 3. Areas to be addressed, which will include:
 - Strategies
 - Activities
 - Support structures
 - Data collection methods and sources
 - Evidence of progress
 - A timetable
3. In order to help the Educator achieve the goals of the Assistance Plan, the Team will provide ongoing assistance. Each member of the Team will maintain a log of activities, which will include the date, time, duration, description of the activity, and the goal it addressed.
4. Within ninety (90) school days of the plan, the team will reconvene to share their logs. The Evaluator will decide whether or not the Educator has met the established performance goals of the Assistance Plan. If the Educator has been successful, the process is concluded. If not, the Evaluator may proceed with one of the following:

- a. Place the PTS Educator on the Developing Educator Plan for one school year.
- b. Develop a Directed Growth Plan for an additional ninety school days. There will be a maximum of two (2) consecutive ninety-school-day cycles.
- c. Initiate the dismissal process.

20. Timelines

Activities for <u>non-PTS Educators or others on Directed One-year Plans</u>	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators by October 1 (2 nd and 3 rd year teachers by October 15) to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	October 15
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 1
Evaluator completes Educator Plans	November 15
Evaluator should complete <u>first observation</u> of each Educator	December 1
Educator on Developing Educator Plan or Directed Growth Plan submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 15
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans. Evaluators should complete <u>second observation</u> of each educator.	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator.	February 15
Evaluator should complete <u>third observation</u> of each Educator	April 1

Educator schedules a meeting with their evaluator to review evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) Evidence is brought to the meeting. Evaluator should complete <u>fourth observation of first year Educator</u>	Between April 15 and May 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Proficient or Exemplary at request of Evaluator or Educator	Between April 15 and May 15
All classroom observations for the year completed	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 15
Evaluator completes Summative Evaluation Report	June 1
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt	June 15

If a due date falls on a non-work day, then the action item will be considered due on the next work day. In the event that there are snow days or other school cancellations, all timelines shall be moved back accordingly.

Activities for <u>Educators with PTS on Two-Year Plans</u>	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Educator submits self-assessment and proposed goals	October 15
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 1
Evaluator completes Educator Plans	November 15
Evaluator completes observation(s): At least one (1) formal or informal observation during the 2-year cycle	No later than May 15 of the second year

Educator schedules a meeting with their evaluator to review evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) Evidence is brought to the meeting.	Between April 15 and May 1
Evaluator meets with Educators whose overall Formative or Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 15
Evaluator completes Formative Evaluation Report, and provides a copy to the Educator, and conducts Formative Evaluation Meeting, if any	June 1 of year 1
Evaluator meets with Educators whose overall Summative Evaluations ratings are Proficient or Exemplary	Between April 15 and May 15 of year 2
Evaluator completes Summative Evaluation Report, and provides a copy to the Educator for any educator whose summative evaluation ratings are needs improvement or unsatisfactory	May 15
Evaluator completes Summative Evaluation Report, and provides a copy to the Educator for any educator whose summative evaluation ratings are proficient or exemplary	June 1
Evaluator and Educator sign Formative or Summative Evaluation Report	June 15

If a due date falls on a non-work day, then the action item will be considered due on the next work day. In the event that there are snow days or other school cancellations, all timelines shall be moved back accordingly.

The timeline for Educators on Plans of less than one year (such as Improvement Plans for those rated Unsatisfactory) will be established in the Educator Plan.

21. Career Advancement

- A) In order to attain Professional Teacher Status, an Educator should achieve overall ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each

performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1.

- B) In order to qualify to be a Mentor or a member of a Curriculum Leadership Team, an Educator must have had a Summative Evaluation performance rating of proficient or exemplary.
- C) An Educator with PTS whose summative performance rating is exemplary and, after 2013-2014, whose impact on student learning is rated moderate or high, shall be rewarded as determined through collective bargaining.

22. Rating Impact on Student Learning Growth

DESE will provide revised regulations regarding Educator impact on student learning growth. Upon receiving these regulations and related guidance, the parties agree to reopen the contract for the sole purpose of complying with any DESE requirements. Educators will not be assessed using student data until bargaining has concluded.

23. Using Student feedback in Educator Evaluation*

ESE will provide model contract language, direction, and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction, and guidance, the parties agree to bargain with respect to this matter, including protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

* Only applies if State regulations require this type of evaluation.

24. Using Staff feedback in Administrator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System.

- A) The parties agree that all of the Educators in the district will be evaluated under the new procedures. During the first year of implementation approximately 50% of PTS Educators will be evaluated under the Two-year Self-Directed Plan.
- B) The parties shall bargain a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and

implementing new systems is set forth in 603 CMR 35.11(1) and is expected to be implemented in Norfolk in September 2012.

26. General Provisions

- A) Only Educators who are licensed may serve as Evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall Formative or Summative Evaluation report, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The Educator will be allowed to have an Association representative present. The Educator may request an evaluation by an outside Evaluator licensed in the Educator's field of practice at the expense of the district.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of this evaluation noted as needing further negotiations. Recommendations from this team shall be forwarded to the Parties for negotiations and ratification.

For Professional Status teachers on a two-year Self Directed plan, if an observation occurs more than six (6) days past the timelines in this section, that observation shall not be evidence for the Summative or Formative assessment, except by request of the teacher.

MOA

CONTRACT REOPENER FOR FY2022 AND FY2023

In recognition of the COVID-19 public health emergency, the Committee and Association agree to reopen and bargain over salaries (Article VIII sections (A) and (E), and related Appendix A), Personal Days (Article VI (A)(1)), and Work Day/Work Year (Article XV) only in the second and third years of this contract. Notice of request to reopen must be provided by the Association by December 1, 2020 for FY2022, and December 1, 2021 for FY2023. The Parties agree to meet to bargain over the reopened sections of the Agreement only no later than January 15, 2021 and January 15, 2022.