

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

**September 1, 2014 – August 31, 2017**

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This Agreement is made and entered into on this \_\_\_\_\_ day of August, 2014, 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 all library staff who are not both certified teachers and who actually have assigned teaching duties, 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.

#### C. Agency Service Fee

1. Any teacher employed by the Committee shall be subject to the imposition of an Agency Service Fee unless said teacher becomes a member of the Norfolk Teachers Association/Massachusetts Teachers Association/National Education Association. The fee shall be equal to the cost of collective bargaining and contract administration, except that in no case shall the fee exceed the dues amount for the current membership year.

2. Collection of agency service fees, including collection of delinquent fees, shall be solely the responsibility of the Association, and the Committee shall not be required to take any action in regard to the employment of delinquent teachers. Teachers who fail to pay the fee shall not be subject to dismissal or suspension, but will be exposed to civil liability for payment.

3. The Association agrees to set the amount of the fee and to administer the demand and rebate procedures in accordance with all applicable laws and regulations.

4. 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 on account of this agency service fee provision. Failure of the Committee or its agents to cooperate with the Association shall relieve the Association of any obligation under this section.

#### D. 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 \$150 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.

2. Tutorial

Teachers will be available to assist students immediately following student dismissal and within their specified workday.

**ARTICLE IV**  
**Teacher Evaluation**

See Appendix C  
Educator Evaluation Agreement  
Adapted from DESE Model Contract  
August 31, 2014

**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.

A. Utilization of Sick Leave

In addition to personal illness or injury, sick leave may be utilized for the medical needs of the immediate family or member of the immediate household to a maximum of ten (10) days. 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 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

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 brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

c. Up to one (1) day for other close relative or friend.

d. Additional days will be granted at the discretion of the Superintendent.

## 2. Family Leave.

a. Disabilities caused or contributed to by childbearing or termination thereof and recovery therefrom are, for all employment-related purposes, presumably temporary disabilities absent medical documentation establishing otherwise and shall be treated as such under a Sick Leave provision of this Agreement. This means that any female teacher may apply for accumulated sick leave days to that period of her maternity leave which her physician certifies in writing to the Superintendent that she is temporarily disabled.

b. A Family Leave of Absence will be granted in accordance with applicable laws. In addition a unit member may take a childrearing leave of absence that will commence at the arrival of the adoptive or natural child, inclusive of the statutory leave referenced above, by choosing one of the following options:

- (1). The unit member may opt to return at or before the completion of the statutory leave referenced above.
- (2). The unit member may opt to return at the start of the following school year or either of the following two Septembers.
- (3). As the School Committee and the Superintendent are committed to having their qualified teaching staff return to their classrooms as soon as possible, the unit member, with the agreement of the Superintendent, may opt to return during the school year(s) following the commencement of their leave.
  - (a). 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).
  - (b). (1) 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 1<sup>st</sup> of school year in which he/she intends to return. (2) 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 1<sup>st</sup> (or if March 1<sup>st</sup> is not a Monday, the Monday immediately following March 1<sup>st</sup>).
- (4). Regardless of the option chosen, unit members shall provide written notification to the Superintendent of the date of return from such leave at least thirty (30) days 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.

c. 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 such leave of absence.

d. The Superintendent shall not be required to restore a teacher on family 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.

e. Any employee who is granted leave under the provisions of this Article who has been employed for 50% of the year or more will be credited with a full year on the salary schedule and the seniority list.

4. Leave for Jury Duty. Teachers required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay and the teacher's regular pay, including all or part of compensation for stipendiary positions held at the time of such jury duty.

2. Religious Observance. Each teacher shall be entitled to two (2) days of religious observance. 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.

C. 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. With respect to compensation in FY2012 only, in addition to the payment of base compensation as provided in Appendix A for FY2012, the Town will pay the insured teachers' portion of the FY2012-over-FY2011 increase in health insurance premiums; and shall make the longevity payments to qualifying teachers consistent with Section (E) of this Article.

**B. Implementation of Salary Schedule**

1. Salary Schedule will become effective with the school year beginning September 1, 2014. 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 other courses are subject to the approval of the Superintendent.

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.

4. 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.

5. Teachers are responsible for providing documentation to support those changes prior to September.

6. As a result of the salary schedule in the manner detailed immediately above and as the result of "realigning" some of the steps, the parties agree, for the 2008-2009 school year only, any current unit member, who, as a result of the realignment of the steps, on September 1, 2008 would still earn less on the 2008-2009 pay schedule than they would have earned if the 2007-2008 salary schedule was still in effect unchanged, shall be "held harmless" for the first year of the contract only. By "held harmless," the parties mean that the District will pay affected employees the difference between what they would have earned at their current step under the prior year's salary schedule and the lower amount he/she would otherwise be earning under the 2008-2009 salary schedule at his/her current step.

A list of affected employees being "held harmless" is attached as Appendix B. The amounts are calculated based on the employees' 2007-2008 FTE equivalency and should such status change for the 2008-2009 school year, such employees will be compensated according to his or her new status. For employees whose hold harmless amount exceeds \$1000, such employees will be paid halfway through the school year and at the end of the school year in two equal amounts. All other employees shall receive such payments at the end of the school year. Any employee whose service does not complete the 2008-2009 school year shall be paid an amount that is equivalent to the portion of the school year worked by the employee.

- a. Effective with the start of the 2008-2009 school year, Step 15 at B and B+15 columns will be eliminated. All employees on steps 13 or above at the start of the 2008-2009 school year shall be "grandfathered" and able to advance through the old step 15.

Effective with the start of the 2009-2010 school year, Step 14 at B and B+15 columns will be eliminated. All employees on steps 13 or above at the start of the 2009-2010 school year shall be "grandfathered" and able to advance through the old step 15.

Effective with the start of the 2010-2011 school year, Step 13 at B and B+15 columns will be eliminated. All employees on steps 13 or above at the start of the 2010-2011 school year shall be "grandfathered" and able to advance through the old step 15.

Effective with the start of the 2011-2012 school year, the top step for the B and B+15 columns shall be Step 12, 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.

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	\$750.00
Year 2 of 3-year commitment	\$500.00
Year 3 of 3-year commitment	\$250.00

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). These mentors shall be compensated accordingly at the agreed upon level of commitment.

Bournedale Coordinator	\$1,000.00
NEASC Chair	\$1,000.00
NEASC Steering Committee Members	\$ 480.00
Book Room Coordinator	\$1,000.00
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, and Professional Development, with the following stipend levels:

For the 2014-2015 school year:

- Level 1: \$210
- Level 2: \$420
- Level 3: \$630
- Level 4: \$840
- Level 5: \$1,050

Beginning in the 2015-2016 school year:

- Level 1: \$240
- Level 2: \$480
- Level 3: \$720



Level 4: \$960  
Level 5: \$1,200

8. Curriculum Committees

- (a) Curriculum committees will be established by the Superintendent prior to the beginning of the school year.
- (b) Committees will develop an action plan to accomplish district determined goals and will establish a meeting schedule for the school year.
- (c) 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:

For the 2014-2015 school year:

Level 1: \$350  
Level 2: \$525  
Level 3: \$630  
Level 4: \$770

Beginning in the 2015-2016 school year:

Level 1: \$400  
Level 2: \$600  
Level 3: \$720  
Level 4: \$880

**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. It is agreed that the employer may reduce this fund by \$3000 twice during the term of the 2014-2017 agreement (for a total of \$6000 over the three-year term) to pay costs associated with providing Sheltered English Immersion (SEI) Professional Development (15 PDPs) at no cost to teachers. This reduction of the fund is a one-time non-precedent setting agreement.
2. Course reimbursement up to \$1500 per person for graduate level courses in an accredited program or a Norfolk County Teachers Association graduate course, or an undergraduate computer or world language course. A grade of “B” or higher or pass must be achieved to be eligible for reimbursement. Workshops and conferences may be eligible for reimbursement subject to approval by the Superintendent.
3. 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.

The funds will be proportionally divided or encumbered, and distributed, if applicable, by June 1.

4. If there is a balance of funds exceeding \$5,000 on June 2, it shall be distributed to NTA members on a per capita basis in the next paycheck after June 1.
5. 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.
6. 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.

#### **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.

#### **E. 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 of \$750.00 annually. This longevity stipend shall be paid to eligible teachers in equal installments as part of the teacher's regular pay check. 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.

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**  
**Duration**

A. This Contract shall become effective with the school year beginning September 1, 2014, and shall continue in effect through August 31, 2017. Notice of intent to terminate the contract must be given in writing before the November 1<sup>st</sup> 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.

B. Further Consideration: Notwithstanding the provisions of Paragraph A above, each party reserves the right, biennially, to consider further the subject matter under Article 1, Paragraph C above for collective bargaining. Such right must be exercised by written notice from one party to the other on or before November 1 during any contract year. In the event the parties reach further agreements as a result of such collective bargaining, this Agreement shall be amended so as to include any such further agreements. In the event that no notice is sent by either party prior to November 1 during any contract year, the provisions of Article 1, Paragraph C, then in effect shall continue until the end of the contract year.

**ARTICLE X**  
**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, on the condition that the School Department is not responsible for any errors associated with teachers' email address. 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. 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.

E. 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 XI**

### **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 XII**

### **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.

#### C. 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.

#### D. 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 XIII**  
**Reduction in Force**

A. The Committee retains the right to reduce the numbers of teachers on its staff. Teachers shall be laid off in the inverse order of their initial employment, as determined by their first day of work, within the separate groups of professional status and provisional staff.

1. A teacher whose position is eliminated shall either:
  - a. be transferred to an open position for which the teacher is certified within his/her discipline category, or
  - b. replace a teacher with the lowest seniority in that discipline area, or
  - c. replace a less senior teacher in another discipline provided that he/she is certified and qualified to teach in the new discipline. In determining qualification, the Principal/Superintendent shall consider (without specific weighting or priority):
    - (1). experience in teaching in the new discipline in Norfolk
    - (2). experience teaching in the new discipline outside of Norfolk
    - (3). major and minor fields of college study
    - (4). relevant experience outside of education
    - (5). recent course or professional development work in the new discipline.
  
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
- Health / Physical Education
- Music
- Computer
- Special Education
- Developmental Reading resource teachers
- Developmental Mathematics resource teachers.

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, on the condition that the School Department is not responsible for any errors associated with teachers' email address, 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 be credited with four (4) years of seniority upon their return.

#### **ARTICLE XIV** **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 affected building principal.

##### **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 XV** **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 will be two half-day (early release for students) Professional Development days 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 fifty (150) 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.

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.

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

E. 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 work days.

F. 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 would like to attend a PD day on an unscheduled workday, they may do so with the approval of the Superintendent and for which they will receive a \$100 stipend. If the Superintendent requests that a part time staff person attend a Professional Development Day on an unscheduled work day, the staff person will be paid at his or her per diem rate.

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



**ARTICLE XVI**  
**Benefits**

A. Health/Life Insurance

Teachers shall be entitled to participate in the Town of Norfolk Group Health 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 \$30 per day. 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 XVII**  
**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

Beginning with any change of classrooms required of a teacher following the 2011-2012 school year, 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 15<sup>th</sup>, 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 15<sup>th</sup> 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.

J. Fingerprinting

Beginning in the 2014-2015 school year, the School Committee shall reimburse unit members hired before September 1, 2014 for the cost of fingerprinting as required by state law. 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 XVIII**  
**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**

**2014-2015 Schedule - Pay Periods 1-13**

**1%**

	<b>B</b>	<b>B+15</b>	<b>B+36/M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60/CAGS</b>	<b>M+75/D</b>
1	42,263	42,660	44,516	45,407	46,315	47,241	48,186	49,149
2	45,010	45,433	46,808	47,745	48,700	49,674	50,668	51,681
3	47,935	48,385	49,851	50,848	51,864	52,901	53,960	55,040
4	51,052	51,531	53,092	54,152	55,236	56,340	57,466	58,618
5	54,370	54,881	56,542	57,672	58,826	60,002	61,203	62,426
6	57,904	58,448	60,217	61,422	62,651	63,903	65,181	66,485
7	61,668	62,247	64,132	65,414	66,723	68,056	69,418	70,806
8	65,676	66,292	68,299	69,666	71,059	72,480	73,929	75,408
9	67,011	67,645	69,692	71,087	72,508	73,957	75,437	76,946
10	68,658	69,305	71,403	72,833	74,289	75,775	77,290	78,835
11	71,539	72,214	74,404	75,892	77,409	78,958	80,538	82,147
12	72,135	72,810	76,264	77,789	79,345	80,931	82,551	84,202
13	72,733	73,407	78,170	79,734	81,329	82,955	84,614	86,307
14	73,329	74,004	80,125	81,727	83,362	85,029	86,730	88,463
15	75,016	75,717	83,340	84,124	85,807	87,155	89,177	90,961

**2014-2015 Schedule - Pay Periods 14-26**

**0.50%**

	<b>B</b>	<b>B+15</b>	<b>B+36/M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60/CAGS</b>	<b>M+75/D</b>
1	42,474	42,873	44,739	45,634	46,546	47,477	48,427	49,395
2	45,235	45,660	47,043	47,983	48,944	49,922	50,921	51,939
3	48,175	48,627	50,100	51,102	52,123	53,166	54,230	55,315
4	51,307	51,789	53,357	54,423	55,512	56,622	57,753	58,911
5	54,642	55,155	56,825	57,961	59,120	60,302	61,509	62,738
6	58,194	58,740	60,518	61,729	62,964	64,222	65,507	66,817
7	61,976	62,558	64,452	65,741	67,056	68,397	69,765	71,160
8	66,004	66,624	68,641	70,014	71,415	72,843	74,298	75,785
9	67,346	67,983	70,040	71,442	72,870	74,327	75,814	77,330
10	69,001	69,652	71,760	73,197	74,660	76,154	77,676	79,229
11	71,897	72,575	74,776	76,272	77,796	79,353	80,940	82,558
12	72,496	73,174	76,645	78,178	79,742	81,336	82,963	84,623
13	73,097	73,774	78,561	80,133	81,736	83,369	85,037	86,738
14	73,696	74,374	80,525	82,135	83,779	85,454	87,163	88,906
15	75,391	76,096	83,757	84,544	86,236	87,591	89,623	91,416

**2015-2016 Schedule  
1.50%**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
	<b>B</b>	<b>B+15</b>	<b>B+36/M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60/CAGS</b>	<b>M+75/D</b>
1	43,112	43,516	45,410	46,318	47,244	48,189	49,153	50,136
2	45,914	46,345	47,748	48,703	49,678	50,671	51,685	52,718
3	48,897	49,357	50,852	51,869	52,905	53,963	55,043	56,145
4	52,077	52,565	54,157	55,239	56,345	57,471	58,619	59,794
5	55,461	55,983	57,677	58,830	60,007	61,207	62,431	63,679
6	59,067	59,621	61,426	62,655	63,909	65,186	66,490	67,819
7	62,906	63,497	65,419	66,727	68,062	69,423	70,811	72,228
8	66,994	67,623	69,670	71,064	72,486	73,935	75,413	76,922
9	68,356	69,002	71,091	72,514	73,963	75,442	76,951	78,490
10	70,036	70,697	72,837	74,295	75,780	77,296	78,841	80,418
11	72,975	73,664	75,898	77,416	78,963	80,543	82,154	83,796
12	73,583	74,272	77,795	79,350	80,938	82,556	84,208	85,893
13	74,193	74,881	79,740	81,335	82,962	84,620	86,313	88,039
14	74,802	75,489	81,733	83,368	85,036	86,736	88,471	90,239
15	76,522	77,237	85,013	85,812	87,529	88,904	90,967	92,787

**2016-2017 Schedule  
1.75%**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
	<b>B</b>	<b>B+15</b>	<b>B+36/M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60/CAGS</b>	<b>M+75/D</b>
1	43,866	44,278	46,204	47,129	48,071	49,032	50,013	51,014
2	46,717	47,156	48,584	49,555	50,547	51,558	52,589	53,641
3	49,753	50,220	51,742	52,776	53,831	54,908	56,006	57,127
4	52,988	53,485	55,105	56,206	57,331	58,477	59,645	60,841
5	56,432	56,962	58,686	59,860	61,057	62,278	63,524	64,794
6	60,100	60,664	62,501	63,752	65,027	66,326	67,653	69,006
7	64,007	64,608	66,564	67,895	69,253	70,638	72,050	73,492
8	68,167	68,807	70,890	72,308	73,754	75,229	76,732	78,268
9	69,552	70,210	72,335	73,783	75,258	76,762	78,298	79,864
10	71,262	71,934	74,112	75,595	77,106	78,649	80,221	81,825
11	74,252	74,953	77,226	78,770	80,345	81,952	83,592	85,262
12	74,871	75,572	79,156	80,739	82,355	84,001	85,682	87,396
13	75,492	76,191	81,135	82,758	84,414	86,101	87,823	89,580
14	76,111	76,810	83,164	84,826	86,524	88,254	90,019	91,818
15	77,861	78,589	86,501	87,314	89,061	90,460	92,559	94,411

## Appendix - B

### Norfolk Public Schools

#### Personnel

#### Hold Harmless List 2007 - 2008

<b>Bldg</b>	<b>Last</b>	<b>First</b>
HOD	Murphy	Ashley
HOD	Radaz	Tiffany
FC	Radaz	Tiffany
HOD	Brawley	Maureen
FC	Binette	Amy
HOD	Aucella	Kathleen
HOD	Brogan	Patrick
HOD	Olivieri	Paula
HOD	Olivieri	Paula
HOD	Ferrara	Deidre
FC	Klassman	Julia
HOD	Taylor	Kristan
HOD	Foster	Virginia
HOD	Murray	Eric
FC	Pereia	Kelly
FC	Hogan	Erin
FC	Vogan	Amanda
FC	Daley	Brooke
FC	Tierney	Faith
HOD	Henney	Tracey
FC	McFadden	Robin
FC	Williamson	Mary
HOD	Finn	Kelly
FC	McGovern	Melissa
FC	Lavallee	Sharon
HOD	Slobodkin	Jodi
HOD	Fownes	Ian
HOD	Leidner	Lori
FC	Tucceri	Robin
HOD	McConnell	Lynn
HOD	Janczunski	Jennifer

This list is prepared on the best review of the data available. Both parties recognize that a subsequent review may be necessary should someone have been overlooked.

**APPENDIX C**

**Educator Evaluation Agreement  
Adapted from DESE Model Contract**

**Norfolk Public Schools  
August 31 2014**

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## 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**

- a. 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.
- b. Goals will be established in collaboration with the Evaluator.
- c. 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 1<sup>st</sup>; also before May 1<sup>st</sup> 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.)
- d. 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)

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 and 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.
- T) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- U) **Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- V) **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.
- W) **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.

- X) **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.
- Y) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Z) **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.
- AA) **New Assignment:** An Educator with PTS shall be considered in a new assignment when teaching under a different license.
- BB) **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.
- CC) **Parties:** The parties to this agreement are the Norfolk School Committee and the Norfolk Teachers Association.
- DD) **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.



- EE) **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.
- FF) **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.
- GG) **Professional Teacher Status (PTS):** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- HH) **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.
- II) **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.
- JJ) **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)
- KK) **Reflective Practice:** The Educator gathers information, analyzes data, examines issues, and develops new approaches in order to improve teaching, learning, and leadership.

- LL) **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.
- MM) **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.
- NN) **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.
- OO) **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.
- PP) **Teacher:** An Educator as defined above.
- QQ) **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.

**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 1<sup>st</sup> 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 1<sup>st</sup> 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 15<sup>th</sup> 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 1<sup>st</sup>.
- (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:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) 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 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) 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.
  - (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**

<b>Educator Plan</b>	<b>Number of Informal Observations Required</b>	<b>Number of Formal Observations Required</b>
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 November 15. 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
    - 1st) 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.
    - 2nd) 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.
  - (3) 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.

- (4) 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:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement including a Peer Assistance and Review (PAR) Support Team.
  - (4th) 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 places 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, or both.
- 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 or to the Educator's school mailbox.
- 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 or to the Educator's school mailbox.

**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 Summative Evaluation reports must be signed by the Evaluator and delivered face-to-face or to the Educator's school mailbox.
- K) The Evaluator shall meet with an Educator rated needs improvement or unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by May 15<sup>th</sup>.
- 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 1<sup>st</sup>.
- 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 15<sup>th</sup>. 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:
  - 1st) At least one goal related to improvement of practice tied to one or more Performance Standards
  - 2nd) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility
  - 3rd) 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:
  - 1st) 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.
  - 2nd) If the Educator consents, the Association will be informed that the Educator has been placed on an Improvement Plan.
  - 3rd) The Educator may request that a representative of the Association attend the meeting(s).
- G) The Improvement Plan shall:
  - 1st) Define the improvement goals directly related to the Performance Standard(s), Indicator(s), Element(s), and/or student learning outcomes that must be improved.
  - 2nd) Describe the activities and work products the Educator must complete as a means of improving performance.
  - 3rd) Describe the assistance that the district will make available to the Educator.
  - 4th) Articulate the measurable outcomes that will be accepted as evidence/benchmarks of improvement.
  - 5th) 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).
  - 6th) 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.
  - 7th) 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.
  - 8th) 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:
  - (1st) 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.
  - (2nd) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
  - (3rd) 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 & B) 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**

<b>Activities for <u>non-PTS Educators or others on Directed One-year Plans</u></b>	<b>Completed By:</b>
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 <sup>nd</sup> and 3 <sup>rd</sup> year teachers by October 15) to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1 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 submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) Evaluator should complete <u>fourth observation of first year Educator</u>	May 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 15
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose ratings are Proficient or Exemplary at request of Evaluator or Educator	June 1
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt	June 15

<b>Activities for <u>Educators with PTS on Two-Year Plans</u> (or during 2012-13, One-Year Self-Directed Growth Plans)</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Educator submits self-assessment and proposed goals	October 15 (Nov. 1 in 2012)
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 <i>or</i> informal observation during the 2-year cycle	Any time during the 2-year evaluation cycle
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	May 15
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 completes Summative Evaluation Report, and provides a copy to the Educator, and conducts Summative Evaluation Meeting, if any	June 1 of Year 2
Evaluator and Educator sign Formative or Summative Evaluation Report	June 15 of Year 2

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**

ESE will provide model contract language and guidance on rating Educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter, provided that educators will not be assessed using student data until the measures are identified and data is available for three years.

## **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.
- F) Violations of this article are subject to the grievance and arbitration procedures.

**SIDE LETTER OF AGREEMENT A  
(Scheduling of Professional Development Day)**

The Norfolk Teachers Association and the Norfolk School Committee (collectively hereinafter "the parties") hereby agree as follows:

WHEREAS, the parties have negotiated a successor agreement covering the school years 2011-2012 through 2013-2014; and

WHEREAS, the parties discussed the upcoming move from the Freeman-Centennial School to the new Freeman-Kennedy School; and

NOW THEREFORE, the parties agree that:

1. Although the current system of scheduling the three (3) Professional Development days provides that one day is normally scheduled in or about October of the school year, for the 2012-2013 school year only, when the new school is scheduled to open, the October day will be scheduled at or near the start of the school year to provide teachers additional time to arrange their classrooms after the move.

For the Norfolk Teachers  
Association

For the Norfolk School Committee

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SIDE LETTER OF AGREEMENT B**  
**(Study Groups)**

The Parties further agree that their Side Letter of September 23, 2009, regarding study groups to earn in-house credit for approved professional development initiatives (see attached) shall continue in effect for the duration of this Agreement.



## **SIDE LETTER OF AGREEMENT**

### **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. 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 will receive a stipend per the NTA contract as determined by the Superintendent, 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). 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 \_\_\_\_\_