



Agreement between
Norwood School Committee
and
Norwood Administrators' Group
(UNIT B)

September 1, 2024 - August 31, 2027

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ARTICLE 1 - PARTIES TO AGREEMENT

Section 1.1 - Recognition:

The Norwood School Committee (hereinafter referred to as "Committee") recognizes the Norwood Administrators' Group (hereinafter referred to as "Unit B" or "Association") for the purposes of collective bargaining under Massachusetts General Laws, Chapter 150E as the exclusive representative of all professional employees covered by this Agreement, The Unit B Collective Bargaining Agreement shall apply to the following classifications:

Assistant Principals
Director of Fine Arts,
Athletic Director,
Special Education Assistant Directors,
Special Education Coordinators,
Curriculum Coordinators,
Manager of Video Technology,
Director of English Language Education (ELE),
and Special Education Teacher/Behaviorist/BCBAs,

*(hereinafter referred to as "Unit B member") shall refer to any employee covered by this Agreement.

Section 1.2 - Definitions

1.2.1 - Board

Hereinafter referred to as ("Board") shall refer to Board of Education.

1.2.2 - Commissioner

Hereinafter referred to as ("Commissioner") shall refer to Commissioner of the Department of Education,

ARTICLE 2 - MANAGEMENT RIGHTS

Recognizing that the prime purpose of the Norwood Public Schools (hereinafter referred to as "school system1") is to provide education of the highest possible quality for the children of Norwood, we, the undersigned parties to this Agreement, agree to the following:

Section 2.1 — School Committee

The Committee, elected by the citizens of Norwood is a public body established under, and with duties, powers, responsibilities and rights provided by the laws of Massachusetts, and applicable rules and regulations of administrative agencies issued under such laws.

Section 2.2 — Superintendent of Schools

The Superintendent of Schools of Norwood (hereinafter referred to as “Superintendent1) is the executive officer of the Committee and, as such, administers and directs the operation of the school system in accordance with the decisions of the Committee.

Section 2.3 - Agreement

As to all matters covered by this Agreement, the express provisions hereof shall control in any case where a conflict may exist between such express provisions and any policy, practice, procedure, custom or writing not incorporated in this Agreement,

Section 2.4 ~ Legal Rights

Nothing in this Agreement shall be construed in any way to alter, modify, change, or limit the authority and/or the jurisdiction of the Committee as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decision of the Supreme judicial Court of Massachusetts, laws of the United States, or any statute or ordinance.

Section 2.5 — Other Rights

The parties agree that each has exercised its rights to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. The Committee has, and shall continue to retain, whether exercised or not, all of the rights, powers and authority delegated to it in the future by any statute, by-law, legal decision or ordinance. The Committee shall have the sole right, responsibility and prerogative to manage, supervise and control the affairs of the school system and to direct the working forces and to exercise its duties and responsibilities.

ARTICLE 3 - CONTRACT IMPLEMENTATION

Section 3.1 - Ratification and Funding

This Agreement is subject to ratification by both parties and Town Meeting funding.

Section 3.2 - Effective Dates

The terms of this Agreement shall become effective on September 1, 2024 and shall continue in full force and effect until August 31, 2027. The official start date of the school year will be aligned with the approved school committee calendar.

Section 3.3 -Successor's Contract

The Committee agrees to enter into negotiations with Unit B for a successor Contract to become effective September 1, 2026, not later than October 15, 2026.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 - Definitions

4.1.1 - Grievance

A grievance is defined as an alleged violation concerning the interpretation or application of any provision of this Agreement with respect to wages, hours, or working conditions of any Unit B member(s) covered by it.

4.1.2 - Aggrieved Person

An aggrieved person is the person, or persons, making this claim.

4.1.3 - Party in Interest

A party in interest is the person, or persons, making the claim and any person whom might be required to take action, or against whom action might be taken, in order to resolve the claim.

Section 4.2 - Purpose

The purpose of this Section is to provide a speedy and exclusive means of resolving grievances. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Section 4.3 - Limitation, of Rights

Nothing herein contained shall be construed as limiting the right of any Unit B member having a grievance, to discuss them matter informally with any appropriate member of Unit B member and having the grievance adjusted without the intervention of the Association; provided, that the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given the opportunity to be present at such adjustment and to state its views.

Section 4.4 - Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. Consequently, any grievance not filed, or appealed, in accordance with the time limits of this Section shall be deemed waived, however, the time limits specified may be extended by mutual agreement. In the event that a grievance is filed on, or after June 16th which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced

so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

Section 4.5 - Level One

An Unit B member with a grievance shall first discuss it with his/her immediate superior, with the objective of resolving the matter informally within 30 days of the event giving rise to the grievance.

Section 4.6 - Level Two

4.6.1 - PR&R Committee

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within fifteen (15) school days after the presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Committee of Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within fifteen (15) school days after the decision at Level One, or fifteen (15) school days after the grievance was presented, whichever is sooner. Within fifteen (15) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent,

4.6.2 - Administration Representative

The Superintendent shall represent Administration at this level of the grievance procedure. Within fifteen (15) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person and/or the Association in an effort to resolve the grievance.

4.6.3 - Waiver of Grievance

If an Unit B member does not file a grievance in writing with the Chairman of the PR&R Committee, and the written grievance is not forwarded to the Superintendent within fifteen (15) school days after the Unit B member knew, or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

Section 4.7 - Level Three

4.7.1 - School Committee Referral

If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairman of the PR&R Committee within fifteen (15) school days after a decision by the Superintendent, whichever is sooner. Within fifteen (15) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Committee. Within fifteen (15) school days after receiving the written grievance, a Sub-Committee of the Committee (hereinafter referred to as the

"Sub-Committee") shall meet with the aggrieved person and/or Association for the purpose of resolving the grievance. The ultimate decision of the grievance at Level Three shall, however, be rendered by the full Committee.

Section 4.8 - Level Four - Arbitration

If the aggrieved person and/or the Association is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after he/she first met with the Sub-Committee, he/she may, within fifteen (15) school days after a decision by the Committee, or fifteen (15) school days after he/she has first met with the Sub-Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his/her grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the Association and the school system, it may submit the grievance to binding arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person and/or Association.

4.8.1 - Arbitrator Selection

Within fifteen (15) school days after such written notice of submission to arbitration, the Sub-Committee and the PR&R Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

4.8.2 - Hearings

The arbitrator so selected shall confer with the representative of the Committee and the PR&R Committee, shall hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to the arbitrator.

4.8.3 - Arbitrator's Decision

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law, or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding.

4.8.4 - Cost of Arbitration

The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.

Section 4.9 - Rights to Representation

Neither side shall discriminate against anyone on account of participation in the contractual grievance procedure.

Section 4-10 - Grievance Affecting Group

If, in the judgment of the PR&R Committee, a grievance affects a group of Unit B members, the PR&R Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

Section 4.11 - Grievance Documentation

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 5 - VACANCIES

All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position, shall be filled according to the procedure listed below.

Section 5.1 - Publicizing

Such vacancies shall be adequately publicized, including via email, as far in advance of the date of filling such vacancy as possible, however, in not event less than two (2) weeks in advance.

Section 5.2 - Notice of Vacancy

The notice of vacancy shall clearly set forth a suggested list of qualifications for the position, the minimum duties, when available the anticipated salary range, the beginning date of employment, the work year and other pertinent information.

Section 5.3 - Application for Vacancy

Unit B members who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent within the time specified in the notice.

Section 5.4- ~ Acting Appointments

Notwithstanding the foregoing procedures, the Superintendent may in his/her sole discretion make acting appointments from the date of the vacancy for a period not to exceed one (1) year.

ARTICLE 6 - LEAVES WITH REMUNERATION

Section 6.1 - Sick Leave

6.1.1 - Accumulation

Sick leave may be accumulated up to a maximum of two hundred and forty (240) days. Unit B members who presently have accumulated more than two hundred and forty (240) days shall not accumulate further sick leave until that total drops below two hundred and forty (240) days. If a Unit A member is promoted to a Unit B position, that member would carry over into Unit B whatever unused sick days he/she had at the time of the promotion.

6.1.2 - Initial Credit

All Unit B members shall be credited with twenty (20) sick leave days as of September 1st.

6.1.3 - Additional Days

Beginning the second contract year after the date of appointment, fifteen (15) additional sick leave days shall be added to any unused cumulation, and such a process shall continue until the Unit B member reaches his/her maximum accumulation.

6.1.4 - Deductions

Sick leave deductions shall be made from the cumulation if payment has been made to the individual during his/her absence; otherwise, no deduction shall be made from the individual's cumulation.

6.1.5 - Changes in Law

In the event that the Legislature enacts any change in the law which requires a change in the existing sick leave policy set forth in this Agreement, the Agreement may be opened for the sole purpose of making such changes as required by such law and for the purpose of proposing changes that may have a direct relationship to the legally required changes.

6.1.6 - Sick Bank

Unit B members are eligible to participate in the Sick Leave Bank (hereinafter referred to as "Bank") as outlined in the Collective Bargaining Agreement between the Norwood Teachers' Association (Unit A) and the Committee.

6.1.7 - Reimbursement Upon Retirement

A Unit B member upon retirement, after twenty (20) years in a state or municipal system, shall be given reimbursement of one hundred (100) accumulated sick days at One Hundred and ten (110.00) Dollars per day with a deductible of one hundred (100) days. The maximum buyback and dollar exposure would be Eleven Thousand and 00/100 (\$11,000.00) Dollars. The one hundred (100) day deductible may be waived by the Superintendent in cases of extenuating circumstances.

6.1.7.1 - Notification

One (1) year prior notification of retirement must be given to the Superintendent in order for this provision to become operative.

6.1.8 - Use of Accrued Days

Any Unit B member may use up to fifteen (15) of their accrued sick days towards the family portion of the Family and Medical Leave Act (FMLA); days do not need to be consecutive.

Section 6.2 - Personal Leave

Personal leave is to be used to transact important matters that cannot be done at any other time (i.e., legal matters, etc.). A Unit B member shall be allowed a total of four (4) personal days of absence each calendar year. Any Unit B member may roll over up to two (2) unused personal days annually into their sick leave.

6.2.1 - Requesting

Notification of personal leave must be made at least three (3) days before taking of such leave, except in case of emergency.

Section 6.3 - Sabbatical Leave

6.3.1 - Eligibility

To be eligible for sabbatical leave, an Unit B member must have completed seven (7) consecutive years of service in the school system at the time the leave would become effective.

6.3.2 - Leave Purpose

The leave must be for the purpose of attending a college, other course of study, travel or oilier activities which shall, in the opinion of the Superintendent, increase the Unit B member's effectiveness.

6.3.3 - Leave Duration

The leave shall be for either one half (1/2) year at full pay or for a full year at one half (1/2) pay.

6.3.4 - Written Agreement

As a condition for granting such leave, the Unit B member shall enter into a written agreement to return to the active service in the school system for a period of at least two (2) full school years.

6.3.4.1 - Terms Fulfillment

A Unit B member who does not fulfill this agreement shall have agreed in writing to repay the Town the amount of salary received during the sabbatical leave.

6.3.5 - Restrictions

Not more than two (2) members of the Association eligible for sabbatical leave shall be eligible to go on sabbatical at any one (1) time. In unusual circumstances, the Committee may waive this requirement. The Committee reserves the right, which shall not be exercised arbitrarily or unreasonably, to defer or postpone any requests for sabbatical leave where the granting of such leave would impose a burden upon the school system.

6.3.6 - Tenure and Schedule Placement

During the Unit B member's absence from the school system, his/her tenure and placement on the salary schedule would be unimpaired.

6.3.7 - Interruption of Study Program

Should the program of study or research being pursued by the Unit B member on sabbatical leave be interrupted by serious accident, or illness, and verified by the Superintendent, this unforeseen fact shall not be considered as a breach of the contractual agreement, nor prejudice the Unit B member against receiving all rights and benefits provided for under the terms of the sabbatical leave policy; provided, the Superintendent was notified of such accident, or illness, by registered letter within fifteen (15) days of its occurrence.

6.3.8 - Requesting

Requests for such leaves must be submitted in writing to the Superintendent by February 1st of the school year preceding the school year for which such leave is requested.

6.3.9 - At Completion

Upon completion of such leave, the recipient shall submit a written report to the Superintendent containing the transcripts of university or college work completed during the leave and any reports essential to the evaluation of the Program.

Section 6.4 - Marriage Leave

A Unit B member may have one (1) day off with pay, chargeable to sick leave, for his/her marriage or for the marriage of a member of the immediate family, which includes mother, father, brother, sister, child, or any permanent resident of the same household.

Section 6.5 - Bereavement Leave

Bereavement Leave shall be granted up to ten (10) days on account of the death or funeral of a loved one at the discretion of the member's supervisor. Additional days may be granted through petition to the Superintendent.

Section 6.6 - Religious Leave

Unit B members shall discuss with their immediate supervisor requests for religious leave.

Section 6.7 - Jury Leave

Unit B members who are required to serve on a jury shall be paid the difference between their regular salary and whatever compensation they receive as jurors. Time spent on jury duty shall not be deducted from sick leave.

Section 6.8 - Court Appearances

A Unit B member required to be absent from school as a result of subpoenaed court appearance in connection with his/her employment shall not lose sick leave, personal days or salary as a result of this appearance.

ARTICLE 7 - LEAVES WITHOUT REMUNERATION

Section 7.1 - Leaves of Absence

7.1.1 - Eligibility

A leave of absence without remuneration may be granted to qualified personnel upon written application. A leave of absence of one (1) year may be granted to any Unit B member who has served a minimum of five (5) years in the school System.

7.1.2 - Leave Purpose

A leave of absence may be granted for the following reasons: study, travel, experiences that contribute to the professional growth of the Unit B member, or personal needs.

7.1.3 - Requesting

If a full year leave of absence is requested, written notification should be filed with the Superintendent no later than May 15th prior to the school year said leave is expected to be taken. In extraordinary circumstances this date can be waived by the Superintendent.

7.1.4 - Seniority Credit

Any Unit B member who applies for and is granted, and has taken an unpaid leave of absence of sixty (60) days, or more, shall receive no seniority credit for time spent on such leave. Such leave shall not be construed as a break in service.

7.1.5 - Reinstatement to Duty

Reinstatement to duty during the school year shall be at the discretion of the Superintendent, who may postpone the return of said Unit B member to a date no later than the beginning of the following school year.

7.1.6 - Pay Deduction

Deduction of pay for leaves without remuneration shall be made from the check for the pay period following that during which the leave occurs.

7.1.7 - Notice of Return

The Superintendent, or his/her designee, shall send a letter to any Unit B member on leave of absence by February 1st stating that the Unit B member must, no later than March 1st, notify the Superintendent, in writing, of their intent to return. Failure to do so shall be deemed to be a resignation.

Section 7.2 - Planned Program of Study

Leave of absence for study on a planned program, the completion of which would significantly increase the Unit B member's value to the school system, may be given by the Superintendent and/or Principal.

Section 7.3 - Illness Leave

In case of illness, a leave of absence not to exceed one (1) year shall be granted upon certification from medical authorities that such leave is necessary.

7.3.1 - Extension

When illness necessitates, an additional leave of absence may be granted upon approval of the Superintendent and/or Principal.

Section 7.4 - Emergency Leave

Emergency leave of absence of less than one (1) year may be granted to any Unit B member for emergency purposes or personal reasons. Should less than sixty (60) days be requested, the leave may be granted at the discretion of the Superintendent.

Section 7.5 - Statutory Leaves (FMLA, MPLA, and SNLA)

Notwithstanding anything in this Agreement to the contrary, any employee may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").

Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available.

If an employee qualifies for FMLA, MPLA or SNLA leave, the District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The District shall have the right to establish procedures for requesting the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this Agreement. Any other changes are subject to collective bargaining. Leaves under the FMLA and MPLA will run concurrently. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the

FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

7.5.1 - Parental Leave

Parental leave shall be granted to all employees subject to, and in conformity with the requirements of Chapter 149, 105D of the General Laws as referenced in Appendix A attached hereto. It is agreed that a parental leave can be taken for the balance of the school year, no matter when the leave commences.

7.5.1.1 - Options

However, a Unit B member has (3) options: 1. A leave of eight (8) calendar weeks or less per MPLA; or 2. Four (4) additional school weeks for a total leave of 12 weeks (8 weeks MPLA and remaining 4 weeks of FMLA). Twenty (20) days of the additional 4 weeks may be paid under the FMLA provided the employee has the accrued sick leave benefits available. 3. The remainder of the school year.

7.5.1.2 - Notification

The employee shall give at least 2 weeks' notice to the employer of the anticipated date of departure and the employee's intention to return or provide notice as soon as practical if the delay is for reasons beyond the individual's control.

7.5.1.3 - Failure to Notify and Additional Stipulations

Failure to notify the Superintendent of your leave plan after six (6) weeks will result in an automatic extension to the additional four (4) weeks of leave available under FMLA. Failure to report after twelve (12) weeks will be construed as job abandonment. The Parental Leave must begin within 4 months of the date of birth or adoption of their child. Said leave shall not include any holidays, school year vacation periods or summer vacation periods.

7.5.1.4 - Pay

MPLA provides for up to 8 weeks of unpaid leave. Whether such leave will be paid is governed by district policy and this agreement. All members will be eligible to access five (5) days of paid time, not to be deducted from the members accumulated sick time, provided by the district for a parental leave. This benefit will be prorated for less than full-time employees. Members are then able to use any of their own accumulated sick leave to receive up to an additional four (4) weeks of paid leave.

Section 7.6 - Small Necessities Leave Act (SNLA):

The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes. Unit B members may access personal leave, if available, for SNLA leave.

ARTICLE 8 - BENEFITS

Section 8.1 - Health Insurance

Hospital, medical, surgical and insurance benefits shall be provided under the authority granted by §32B of the Massachusetts General Laws, as adopted by the Town of Norwood.

8.1.1 - Insurance Premium Reduction Plan

The school system agrees to offer the Town of Norwood's Insurance Premium Reduction Plan to the Association as long as there is no additional cost to the School Department.

8.1.2 - Health Insurance Premiums

The Town of Norwood agrees to set the premiums at the following contribution rates:

HMO Plans	Eighty (80%) percent Town and Twenty (20%) percent Employee
PPO Plans	Year 1: Seventy-Five (75%) percent Town and Twenty-Five (25%) percent Employee Year 2: Seventy-Seven and One-Half (77.5%) percent Town and Twenty-Two and One-Half (22.5%) percent Employee Years 3-6: Eighty (80%) percent Town and Twenty (20%) percent Employee

Indemnity Plans Fifty-Five (55%) percent Town and Forty-Five (45%) percent Employee

ARTICLE 9 - REDUCTION IN FORCE

The Norwood Public Schools retains the right to reduce the number of employees on its staff in accordance with M.G.L. c.71, §42. A decision to reduce the staff for other than disciplinary reasons shall not be subject to arbitration.

Section 9.1 - Unit B member Classification

For the purpose of this Article, classification of Unit B members and seniority dates of all Unit B members within each classification shall be established:

- Class I Assistant Principal
- Class II Director of Fine Arts
- Class III Athletic Director
- Class IV Special Education Assistant Directors
- Class V Special Education Coordinators
- Class VI Curriculum Coordinators
- Class VII Manager of Video Technology
- Class VIII Director of English Language Education (ELE)
- Class IX BCBAs

Section 9.2 - Seniority

Consistent with Massachusetts General Laws, Chapter 71, section 42, layoffs are to be determined by job performance and the best interest of the students. In making reductions in staff, educational attainment, licenses, and performance, as reflected in evaluations, shall be assessed. When educational attainment, licenses, and performance are equal, seniority shall prevail unless there is a conflict with the relevant, demonstrated needs of the school district.

9.2.1 Seniority

For purposes of this Article, seniority shall mean a Unit B member's length of continuous, full-time service in a particular classification, provided that if a Unit B member who is certified changes or moves from one assignment to another, the seniority of such Unit B member shall be retained.

Section 9.3 - Fallback Within Unit B

If the position which a Vice Principal holds is eliminated, and such Administrator has held an administrative position in the school system, he/she shall be entitled to return to the former Administrator position provided he/she is senior to the Administrator to be bumped, held such a position immediately prior to the appointment as Principal or Vice Principal, and remain qualified for the position. Such Administrator shall be placed on the seniority list with total administrative time applied to the reduced category.

Section 9.4 - Salary Frozen

Any Unit B member who is demoted under the RIF provisions of this Agreement shall be entitled to a one (1) time lump payment of seventeen and one-half (17.5%) percent of his/her current salary payable before September 1st of the subsequent academic year.

9.4.1 Requirements

The provisions of these Sections shall apply only to an Unit B member who has held the affected position for a total of more than six (6) years and was appointed prior to September 1, 1982.

Section 9.5 - Fallback to Unit A

If a Unit B member is relieved of their duties because of a reduction in staff, or the abolishment of a position, and the Unit B member previously taught in the NPS school system, they shall be offered a teaching position in the discipline in which they previously taught in NPS (provided they continue to be qualified and certified for the position), with full seniority credit for length of service as an Unit B member and a teacher. Any member of Unit B who has not previously taught in the Norwood Public Schools, shall be considered for any open position in their area of licensure.

9.5.1 - Academic Requirement

Any Unit B member who, through bumping, reverts to his/her former discipline in Unit A shall be required to take up to two (2) three (3) credit courses as required by the Superintendent.

ARTICLE 10 - FINANCIAL ARRANGEMENTS

Section 10.1 - Payment of Salaries

Salaries shall be paid bi-weekly direct deposit.

10.1.1 — Payment of Retroactive Salaries

In the event that the parties ratify and execute a new Collective Bargaining Agreement subsequent to the agreed upon date in Section 3.2, the School Committee will process for payment any retroactive monies no later than the third payroll period subsequent to the execution of the Agreement.

Section 10.2 - Summer Checks

Summer checks paying July and August salaries in a lump sum shall be available at the Payroll's Office, or by mail, no later than the first business day of the fiscal year. Unit B members shall be provided with the option of being paid in twenty-six (26) equal installments to be paid bi-weekly beginning in September through August inclusive. Unit B members that choose this option must be enrolled in direct deposit. The deadline to notify the business office is the 2nd Friday in February. There will be no need to respond annually.

Section 10.3 - Attendance at Conferences

A Unit B member shall be reimbursed for costs incurred in connection with attending professional development conferences assigned and approved by the Principal and/or Superintendent.

Section 10.4 - Mileage Allowance

Use of private vehicle for school purposes shall be compensated at the then current IRS rate. A digital reimbursement form shall be provided by the business office. In addition, the following positions will be provided with an annual stipend for the use of their vehicle on district-related activities:

<u>Unit B member</u>	<u>Amount</u>
Athletic Director	\$2,500.00 per year
Manager of Video Technology	\$1,500.00 per year
Special Education Coordinators	\$1,000.00 per year
Assistant Director of Special Education	\$1,000.00 per year

Section 10.5 - Course Reimbursement

The committee agrees to fund course, or CEU reimbursement at the rate of \$1,000 per member per year upon approval of the superintendent.

10.5.1 - Approval

Course selections must be approved by the Superintendent, or his/her designee subject to budget appropriation.

10.5.2 - Notification

In order to be eligible for course reimbursement, the Unit B member must notify the Superintendent of his/her intent to enroll in a course by September 15th, December 15th, or June 15 prior to the beginning of the semester in which the Unit B member plans to take the course.

10.5.3 - Reimbursement

In order to be eligible for course reimbursement, the Unit B member must receive a final grade of B or better. No later than sixty (60) days after the completion of the course, the Unit B member shall submit documentation of successful course completion. No later than thirty (30) days after submission of documentation, the Committee shall reimburse the Unit B member.

Section 10.6 — Additional Benefits:

10.6.1: The District will provide suitable devices to adequately document evidence in student discipline cases to avoid the use of personal devices

10.6.2: Training:

The District will pay the Unit B member for training provided to the district as follows:

\$300.00 Half-Day Training

\$600.00 Full-Day Training.

10.6.3: Mentoring:

The Committee agrees to provide mentoring to members new to the position. Unit B members who take on the role of Mentor shall be compensated at the Unit A contractual rate. If a suitable mentor cannot be found, the Committee agrees that the District will contract an outside vendor to serve as mentors.

ARTICLE 11 - UNIT B EVALUATION

Section 11.1— Unit B Performance Standards

Unit B members will be evaluated using the Norwood Public Schools Performance Evaluation of Unit B members initially adopted December 3, 2013 and referenced in Appendix II attached hereto.

Section 11.2 - Frequency

Unit B members will refer to pages 19 through 23 for timelines for the Unit B member Evaluation System as referenced in Appendix II attached hereto.

Section 11.3 - Evaluation Discussion

Each Unit B member evaluated shall be allowed to discuss any evaluation report with his/her evaluator and provide written comments regarding said report which shall be filed with said report.

Section 11.4 ~ Review of Personnel File

Unit B members shall have the right to review the contents of their personnel file by appointment with the Superintendent, or his/her designee, and in the company of the Superintendent, or his/her designee, to make copies of the material contained therein at reasonable times and with reasonable notice. A representative of the Association may accompany the Unit B member during such review if he/she so elects.

11.4.1 - Derogatory Material

No derogatory material regarding a Unit B member's conduct, service, character or personality shall be filed in his/her personnel folder until the Unit B member has had an opportunity to review such material and to file a written response if he/she so chooses within five (5) working days of notification. The Unit B member shall affix his/her signature to the derogatory material with the express understanding that his/her signature in no way indicates agreement with the contents of said document.

Section 11.5 - Complaints Against Unit B member

When practical, any complaints regarding the performance of a Unit B member made to any member of the administration or Committee by any parent, student or other persons shall be promptly called to the attention of the Unit B member. If such complaints are not promptly called to the attention of the Unit B member, they shall be deemed invalid.

Section 11.6 - Disciplining

If a Unit B member is to be disciplined, he/she shall be entitled to have a representative of the Association present if he/she so elects,

11.6.1 -Cause

No Unit B member shall be disciplined, reprimanded, or reduced in rank or compensation without good cause.

ARTICLE 12 - SALARY, WORK YEAR AND STIPENDS

Effective September 1, 2024, as referenced in Appendix I attached hereto, the salary schedule will be increased as follows;

Effective September 1, 2024 Three percent (3%) across the board increase each year

Section 12.1 — Salary Schedule Steps

Effective September 1, 2024	Three percent (3%) across the board increase
Effective September 1, 2025	Three percent (3%) across the board increase Add Step 8 to all positions at a 3% increase
Effective September 1, 2026	Three percent (3%) across the board increase

12.1.1 - New Unit B member Placement

The Committee reserves the right to place a new Unit B member on any schedule step.

Section 12.2 - Stipends

Stipend positions may be performed by either teachers or Unit B members at the direction of Superintendent and/or the Principal. All members of Unit B are eligible to receive Unit A Stipends.

12.2.1 —After Hours/Weekend A.V. Support

A stipend of Thirty-five and 00/100 (\$35) Dollars per hour (two hours minimum) will be paid for after hours/weekend A.V. Support.

Section 12.3 — Longevity

Each Unit B member shall be granted an additional lump sum payment annually, on the second payroll of December, in accordance with the following schedule:

After fourteen (14) years in a related educational position:	\$1,200.00
After nineteen (19) years in a related educational position:	\$1,750.00
After twenty-four (24) years in a related educational position:	\$2,000.00
After twenty-nine (29) years in a related educational position:	\$2,250.00
After thirty-four (34) years in a related educational position:	\$2,500.00

Employees hired after September 1, 2024 would be required to work for at least five years at Norwood Public Schools before being eligible to access longevity.

Section 12.4 — Enhanced Longevity

Unit B members, who have completed ten (10) years of service in the Norwood Public Schools, may elect enhanced longevity payments of Three Thousand and 00/100 (\$3,000.00) Dollars per year for up to three (3) consecutive years. Unit B members who participate in this plan will no longer be eligible to receive payments pursuant to Section 6.1.7 of this Agreement. Unit B members will be entitled to the maximum sum of Nine thousand and 00/100 (\$9,000.00) Dollars if they complete the three (3) year period. Unit B members who do not complete three (3) years in the plan will receive Three Thousand and 00/100 (\$3,000.00) Dollars per year for each year they do complete. A written application for enhanced longevity must be filed with administration by November 1st for the next school year.

Section 12.5 — Education Incentive Payments

Unit B members who are working towards or complete additional degrees as members of Unit B shall be eligible for one-time Education Incentive Payments as follows:

Masters +15 credits	\$1,500
Masters +45 credits or a second Masters	\$2,500
CAGS	\$3,500
Doctorate	\$5,000

12.5.1 Eligibility.

(a) New Unit Members. Effective September 1, 2021, new unit members will be eligible for an Education Incentive Payment after three (3) years in Unit B. Incentive payment is based on new

or additional education obtained after joining Unit B. For instance, a new member who has a Masters+ 15 at time of hire, will be eligible for an Incentive Payment after 3 years and upon obtaining the second masters or Masters+45 level.

(b) Existing Unit Members. Effective September 1, 2021, existing unit members will be eligible for this benefit based on the highest category of education the member has achieved as of September 1 2021. For instance, a member with a CAGS will be eligible for payment at the CAGS level only; not the Masters+IS, Masters+45 and CAGS. Members in between categories will be paid at the highest category level already achieved. For instance, a member with Mastered60 will be eligible for payment at Masters+45. Each member is eligible for only one payment during the term of the FY22-FY24 contract. Payments for existing members will be phased in over the course of the FY22-FY24 contract, with eligibility set by job title as follows:

Phase in schedule for Unit B Education Incentive Payments

FY22: Director of Fine Arts, Assistant SPED Director (one (1) would be eligible), Secondary School BCBAs (there is only 1)

FY23: Middle School Vice Principals (only 1 has credits beyond Masters), Elementary School BCBAs (there are 2)

FY24: Athletic Director, NHS Vice Principal, Curriculum Coordinators, Assistant SPED Director (the second one who would then have 3 years of service in NPS)

Additional education or degrees obtained by unit members after August 31, 2024, may be submitted for approval after FY24.

12.5.2 Application and Approval.

To receive an Education Incentive Payment, eligible Unit B members must apply in writing to the Superintendent no later than January 15 of the year preceding the year in which the member wishes to receive their incentive payment.

Applications must include the category for which the member is seeking payment and all necessary transcripts or evidence of degree obtainment and/or completed course work. For unit members applying for a second or subsequent payment, they should include the year in which they received their last incentive payment and the degree category the payment was received for. No payment will be made unless all supporting documentation has been received.

Individuals who miss a submission deadline or submit late documentation will be eligible for and will have their request for reimbursement processed as part of the next cycle.

Must be a current Unit B member to receive payment. Meaning a member who submits in January 2024, but then resigns in August 2024, will not receive payment in FY25.

12.5.3 Payment.

Payments will be made in the first pay period of February each year.

Section 12.6 — Notice of Early Resignation

Unit B members who plan to resign from the employ of the Norwood Public Schools before the end of the school year must give at least sixty (60) calendar days' notice to their supervising administrator (Building Principal or Director of Student Services), whichever is applicable. The Superintendent has the discretion to reduce the number of days notice required where circumstances warrant.

Section 12.7-Meetings

12.7.1: All Curricula & K-12 Directors will be included in all Administrative meetings at the discretion of the Superintendent of Schools.

Section 12.8 — Work Year

The work year shall follow the academic year calendar and shall constitute the number of total days worked as identified in the Unit B Salary Scale. As the majority of the members' work is done during the days that school is in session, this should be the priority. The days beyond the 184 should be arranged with the member's immediate supervisor.

ARTICLE 13 - SEVERANCE POLICY

Section 13.1 — Purpose

The intent of this policy is to provide a financial incentive for a Unit B member to terminate their employment, thereby providing a benefit to the Unit B member and long-term financial savings to the Town of Norwood.

Section 13.2 — Eligibility

Participation in the Severance Policy is subject to the following conditions:

- (a) That the Unit B member notify the Superintendent no later than May 1st of their resignation to be effective no later than July 1st of that calendar year;
- (b) That the Unit B member have fifteen (15) years of service to the Town of Norwood; and
- (c) That the Superintendent shall have sole discretion regarding the selection of specific Unit B members to participate in the Severance Policy and his/her decisions in this regard shall be final and non-grievable.

Section 13.3 — Severance Compensation

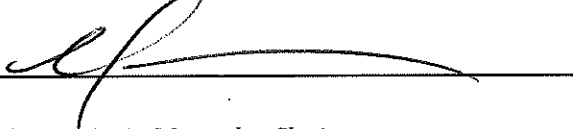
(a) Participants in the Severance Policy shall receive a one (1) time incentive payment of Five Thousand and 00/100 (55,000.00) Dollars. Said payment shall be made no later than October 1st of the year in which an Unit B member is leaving.

(b) Severance compensation shall be paid out of the difference between the departing Unit B member's salary and his/her replacement.

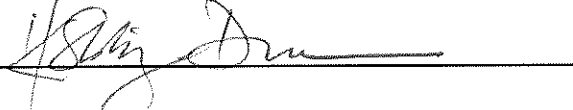
Signature Page

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement, and duplicate thereof, this 27th day of August, 2024.

NORWOOD SCHOOL COMMITTEE



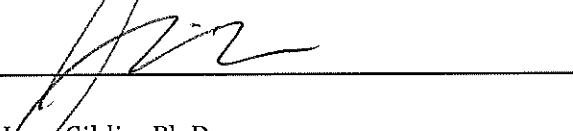
Anne Marie Mazzola, *Chair*



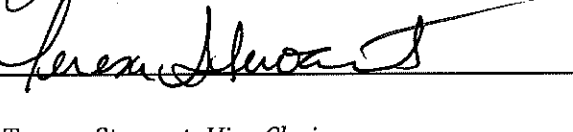
Kate Sibbing-Dunn



David M. Hiltz, Jr.

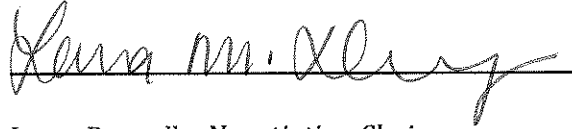


Joan Giblin, Ph.D.



Teresa Stewart, *Vice Chair*

NORWOOD ADMINISTRATORS' GROUP



Laura Donnelly, *Negotiating Chairman*



Joan M. Smith, *President*



APPENDIX I - SALARY AND WORK YEAR SCHEDULE

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	3% / New Step 8 at 3% above Step 7	3%
ASSISTANT PRINCIPAL			
DAYS WORKED	220	220	220
STEP 1	\$100,711	\$103,732	\$106,844
STEP 2	\$107,004	\$110,214	\$113,520
STEP 3	\$113,303	\$116,702	\$120,203
STEP 4	\$127,473	\$131,297	\$135,236
STEP 5	\$128,903	\$132,770	\$136,753
STEP 6	\$130,660	\$134,580	\$138,617
STEP 7	\$132,374	\$136,345	\$140,435
STEP 8		\$140,435	\$144,648

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	3% / New Step 8 at 3% above Step 7	3%
DIRECTOR OF FINE ARTS			
DAYS WORKED	197	197	197
STEP 1	\$99,163	\$102,138	\$105,202
STEP 2	\$105,366	\$108,527	\$111,783
STEP 3	\$111,562	\$114,909	\$118,356
STEP 4	\$125,294	\$129,053	\$132,925
STEP 5	\$126,746	\$130,548	\$134,464

STEP 6	\$131,180	\$135,115	\$139,168
STEP 7	\$132,921	\$136,909	\$141,016
STEP 8		\$141,016	\$145,246

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	3% / New Step 8 at 3% above Step 7	3%
DIRECTOR OF ELE			
DAYS WORKED	197	197	197
STEP 1	\$99,163	\$102,138	\$105,202
STEP 2	\$105,366	\$108,527	\$111,783
STEP 3	\$111,562	\$114,909	\$118,356
STEP 4	\$125,294	\$129,053	\$132,925
STEP 5	\$126,746	\$130,548	\$134,464
STEP 6	\$131,180	\$135,115	\$139,168
STEP 7	\$132,921	\$136,909	\$141,016
STEP 8		\$141,016	\$145,246

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	3% / New Step 8 at 3% above Step 7	3%
ATHLETIC DIRECTOR			
DAYS WORKED	198	198	198
STEP 1	\$98,169	\$101,114	\$104,147
STEP 2	\$104,305	\$107,434	\$110,657
STEP 3	\$110,440	\$113,753	\$117,166
STEP 4	\$124,722	\$128,464	\$132,318
STEP 5	\$126,174	\$129,959	\$133,858
STEP 6	\$131,239	\$135,176	\$139,231

STEP 7	\$132,980	\$136,969	\$141,078
STEP 8		\$141,078	\$145,310

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	3% / New Step 8 at 3% above Step 7	3%
MANAGER OF TV AND VIDEO SERVICES			
DAYS WORKED	200	200	200
STEP 1	\$88,920	\$91,588	\$94,336
STEP 2	\$90,350	\$93,061	\$95,853
STEP 3	\$91,815	\$94,569	\$97,406
STEP 4	\$94,622	\$97,461	\$100,385
STEP 5	\$96,379	\$99,270	\$102,248
STEP 6	\$98,094	\$101,037	\$104,068
STEP 7	\$99,639	\$102,628	\$105,707
STEP 8		\$105,707	\$108,878

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	3% / New Step 8 at 3% above Step 7	3%
SPECIAL EDUCATION COORDINATORS			
DAYS WORKED	190	190	190
STEP 1	\$104,378	\$107,509	\$110,734
STEP 2	\$106,061	\$109,243	\$112,520
STEP 3	\$107,526	\$110,752	\$114,075
STEP 4	\$109,028	\$112,299	\$115,668
STEP 5	\$110,785	\$114,109	\$117,532

STEP 6	\$112,499	\$115,874	\$119,350
STEP 7	\$114,044	\$117,465	\$120,989
STEP 8		\$120,989	\$124,619

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	33% / New Step 8 at 3% above Step 7	3%
SPECIAL EDUCATION ASST. DIRECTOR			
DAYS WORKED	210	210	210
STEP 1	\$115,365	\$118,826	\$122,391
STEP 2	\$117,225	\$120,742	\$124,364
STEP 3	\$118,845	\$122,410	\$126,082
STEP 4	\$120,505	\$124,120	\$127,844
STEP 5	\$122,447	\$126,120	\$129,904
STEP 6	\$124,341	\$128,071	\$131,913
STEP 7	\$125,886	\$129,663	\$133,553
STEP 8		\$133,553	\$137,560

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	3% / New Step 8 at 3% above Step 7	3%
CURRICULUM COORDINATORS			
DAYS WORKED	192	192	192
STEP 1	\$105,477	\$108,641	\$111,900
STEP 2	\$107,177	\$110,392	\$113,704
STEP 3	\$108,658	\$111,918	\$115,276
STEP 4	\$110,176	\$113,481	\$116,885
STEP 5	\$111,951	\$115,310	\$118,769
STEP 6	\$113,683	\$117,093	\$120,606

STEP 7	\$115,259	\$118,717	\$122,279
STEP 8		\$122,279	\$125,947

UNIT B SALARY SCALE	2024-2025	2025-2026	2026-2027
INCREASE	3%	3%	3%
SPECIAL EDUCATION TEACHER/BEHAVIORIST			
DAYS WORKED	210	210	210
STEP 1	\$99,360	\$102,341	\$105,411
STEP 2	\$100,790	\$103,814	\$106,928
STEP 3	\$102,255	\$105,323	\$108,483
STEP 4	\$103,757	\$106,870	\$110,076
STEP 5	\$105,514	\$108,679	\$111,939
STEP 6	\$107,228	\$110,445	\$113,758
STEP 7	\$108,804	\$112,068	\$115,430
STEP 8		\$115,430	\$118,893

APPENDIX II - NORWOOD PUBLIC SCHOOLS PERFORMANCE EVALUATION OF UNIT B MEMBERS

January 2022

ACKNOWLEDGEMENTS

The 2013 proposed revisions to the Performance Evaluation of Teachers for the Norwood Public Schools is the result of the work of a Committee of teachers and administrators established under Article 8, Section 6 of the Unit A Collective Bargaining Agreement between the Norwood Teachers' Association and the Norwood School Committee.

Members of the original Committee were:

Catherine Connor-Moen, Director of Fine Arts
Cindy Derrane, Vice Principal, Norwood High School
Patricia Doucette, Head Teacher, Willett Early Education Center
Teresa Drummey, English Department Head
Dianne Ferreira, Principal, Willett Early Education Center
Robert Griffin, Principal, Callahan School
Charles Haffey, Elementary Science Teacher
James Hayden, Superintendent of Schools
Sean Kane, High School Vice Principal
Christopher Martin, Middle School Music Teacher
Kristen McDonnell, High School Guidance Department Head
Joyce Onischewski, Director of Student Services
John Quinn, High School Drama Teacher
Jodi Smith, SPED Teacher, Oldham School, NTA President
Alexander Wyeth, Assistant Superintendent of Schools

Members of the 2022-2023 Revision Committee were:

Catherine Connor-Moen, Director of Fine Arts
Cindy Derrane, Vice Principal, Norwood High School
Dianne Ferreira, Principal, Balch Elementary School
Teresa Drummey, English Department Head
Jennifer Naughton, Speech/Language Pathologist, Balch School
John Quinn, High School Drama Teacher
Jodi Smith, SPED Teacher, Oldham School, NTA President
David L. Thomson, Superintendent of Schools
Stefanie West, ELA Coordinator
Alexander Wyeth, Assistant Superintendent of Schools

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Teacher and Caseload Educator Contract

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- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Professional Teacher Status
- (21) Using Student feedback in Educator Evaluation
- (22) General Provisions
- (23) Timelines

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. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
 - i. 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);
 - ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii. To ensure that every school committee has a system to enhance the professionalism and accountability of Educators and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv. To assure effective teaching and administrative leadership, 35.01(3).

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

- A) ***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.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher; for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are

comparable across grade or subject level district-wide. These locally bargained measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***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 performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i. **Developing Educator Plan** shall mean 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 an Evaluator, for an Educator with PTS in a new assignment.
 - ii. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for Educators with PTS who are rated needs improvement.
 - iv. **Improvement Plan** shall mean a plan developed by the Evaluator for at least 30 (60 or 90) 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. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***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").
- J) **Evaluator:** A person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. Evaluators may include assistant superintendent, principals, vice principals, directors, housemasters, department heads and chairs. Housemasters will only conduct unannounced observations. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will

have one primary Evaluator at any one time responsible for determining performance ratings.

- i. **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation. They will include the Superintendent, Assistant Superintendent, Principals, Vice-principals, and Directors.
 - ii. **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluators will be the Department Chairs, Housemasters and Coordinators.
 - iii. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate 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 predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***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, but typically takes place at mid-cycle.
- O) ***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 Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

- P) ***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, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **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 ACCESS gain scores.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visit(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person when possible. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. 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 written feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the Norwood School Committee and the Norwood Teachers Association.
- U) ***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. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - 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.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.
- Y) **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 performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
 - i. Standard 1: Curriculum, Planning and Assessment
 - ii. Standard 2: Teaching All Students
 - iii. Standard 3: Family and Community Engagement
 - iv. Standard 4: Professional Culture
 - v. Attainment of Professional Practice Goal(s)
 - vi. Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consist of:
 - i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii. Elements: Defines the individual components under each indicator

- iv. Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. 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.
- BB) ***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.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning, growth, and achievement:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii. 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.
 - iii. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district shall be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i. Unannounced observations of practice;
 - ii. Announced observation(s);
 - iii. Examination of Educator work products; and or

- iv. Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i. 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;
 - ii. Evidence of progress towards professional practice goal(s);
 - iii. Evidence of progress toward student learning outcomes goal(s).
 - iv. Student Feedback – see # 23-24, below; and

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 most updated DESE Teacher Evaluation Rubric shall be used.

5) Evaluation Cycle: Training

- A) The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE and in cooperation with the Norwood Teachers Association.
- B) Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one month of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i. Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii. Provide all Educators with district and school goals and a copy of the forms used by the district. These may be electronically provided.
 - iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by per attached timeline or within four weeks of the start of their employment at the school.
 - ii. The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the attached rubric.
 - (c) Proposed goals to pursue:
 - (1) At least one goal directly related to improving the Educator's own professional practice.
 - (2) At least one goal directed related to improving student learning.
- B) Proposing the goals
- i. For Educators that do not have Professional status or are on a Directed Growth Plan, the Evaluator will meet with each Educator per attached timeline (or within four weeks of the Educator's first day of employment 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.
 - ii. 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 shared grade level or subject area team goals.

- iii. Educators with PTS are encouraged to meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- iv. 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.
- v. 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 address shared grade level or subject area 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. SMART Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- 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.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or per attached timeline for the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur per attached timeline or within six weeks of the start of their assignment in that school.
 - iii. 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) The Evaluator completes the Educator Plan per the attached timeline. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. 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) The Educator shall have a minimum of one announced observation during the school year using the protocol described in section 11B, below.
- B) The Educator shall have a minimum of two unannounced 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 unannounced observation during the 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 one announced and one unannounced observation.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced 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 and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than two announced and two unannounced observations.

11) Observations

The Evaluator's first two observations of the Educator who is not on a self-directed plan shall take place by per attached timeline. Observations required by the Educator Plan shall

be completed per attached timeline. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom or worksite visitations, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox.
- iii. 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.

B) Announced Observations

- i. All non-PTS Educators, PTS Educators on Improvement Plans and Directed Growth plans, and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.
 - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity.
 - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) 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 unforeseen circumstances on the part of either the

Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

- (d) The Evaluator shall provide the Educator with written feedback within 10 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Educator should take to improve his/her performance.
 - (3) Identify support and/or resources the Educator may use in his/her improvement.
 - (4) State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. 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.
- 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. See section 13 below.
- C) The Formative Assessment report provides written feedback 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 collaboratively agreed upon by the Evaluator and 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 performances against the four Performance Standards.

- E) The Evaluator and the Educator will meet within 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.
- G) The Educator shall sign the Formative Assessment report by within 3 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- A) 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) Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report per attached timeline. of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be collaboratively agreed upon by the Evaluator and 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.

- D) 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, by email or to the Educator's school mailbox.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within 10 school days after completion of the Formative Evaluation Report.
- F) The Educator shall sign the Formative Evaluation report by within 3 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- G) The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one-year Educator Plan, the summative report must be written and provided to the educator per attached timeline. For Educators on a two-year Educator Plan, the summative report must be written and provided to the Educator per attached timeline.
- B) The Evaluator determines a rating on each standard and assigns an overall rating 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.
- C) 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.
- D) 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.

- E) 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 of Effective Teaching Practice.
- F) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be collaboratively agreed upon by the Evaluator and 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.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, or to the Educator's school mailbox per attached timeline for Non-PTS Educators and for PTS Educators.
- I) The Evaluator shall meet within 10 school days with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by per attached timeline.
- J) The Evaluator shall meet within 10 school days 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 per attached timeline.
- K) 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.
- L) The Educator shall sign the final Summative Evaluation report within 3 school days of receiving the report. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M) The Educator shall have the right to respond in writing within 10 school days to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) 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 leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement of the learning, growth and achievement of the students under the Educator’s responsibility;
 - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or 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 possible.

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.
- 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 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 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.

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 by the Evaluator.
- 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 May 15th.
- D) For an Educator on a Directed Growth Plan whose overall 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. An educator with an unsatisfactory rating in any standard may receive an overall rating of 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 of no fewer than 30 (60 or 90) 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 suggested activities that occur during the summer before the next school year begins.

- 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 (see definitions) who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- 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 to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - Within ten 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 may request that a representative of the Norwood Teachers Association (NTA) attend the meeting. As soon as possible, the Evaluator will assemble an Improvement Plan Team consisting of the teacher, evaluators, and a representative of the NTA to develop the Improvement Plan, which will include the provisions of specific assistance to the Educator.
- G) The Improvement Plan shall:
 - i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii. Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii. Describe the assistance that the district will make available to the Educator;
 - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v. 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);
 - vi. Identify the individuals assigned to assist the Educator and,
 - vii. Include the signatures of the Educator and Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) 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.
 - (b) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) If the Evaluator determines that the Educator is not making substantial progress toward proficiency or remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Professional Teacher Status

In order to attain Professional Teacher Status, the Educator should achieve 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. The principal's decision is subject to review and approval by the superintendent.

21. Using Student feedback in Educator Evaluation

At the Educator's discretion, the Educator may create an age-appropriate method for seeking student feedback. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. The feedback will not be made available to the evaluator unless the educator voluntarily provides it.

22. General Provisions

- A. Only the assistant superintendent, principals, vice principals, and directors, may serve as primary evaluators of Educators.
- B. The superintendent shall ensure that Evaluators have 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.
- C. Should there be a serious disagreement between the Educator and the Primary Evaluator regarding an overall summative performance rating of unsatisfactory, the

Educator may meet with the Primary Evaluator’s supervisor to discuss the disagreement. Should the Educator request such a meeting, the Primary Evaluator’s supervisor must meet with the Educator. The Primary Evaluator may attend any such meeting at the discretion of the superintendent. An Association representative shall attend at the request of the Educator.

D. Violations of this article are subject to the grievance and arbitration procedures.

23. Timelines

**Timeline for All Non-Professional Status (Non-PTS) Educators
Developing Educator Plan (for one year or less)**

Responsibilities and Tasks:	Completed By:
<u>Minimum</u> number of observations during evaluation cycle:	1 announced; 2 unannounced observations*
Superintendent, principal, or designee meets with evaluators and educators to explain the evaluation process.	September 15
Evaluator meets with Non-PTS educators to assist in self-assessment and goal-setting process (Form 1).	September 25
Educator submits Self-Assessment and Goal Setting Form (Form 1) .	October 1
Evaluator approves Self-Assessment and Goal Setting Form (Form 1) .	October 15
Evaluator meets with Educators individually, or in teams, to establish Educator Plan (Form 2) .	October 31
Evaluator approves Educator Plans (Form 2) .	November 15
Evaluator shall complete <u>a minimum of one observation</u> (one announced recommended) of each Educator (Form 3A or 3B).	December 15
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards (Form 7).	January 15
Evaluator shall complete Formative Assessment Reports (Form 4A) .	February 1

Evaluator shall complete <u>the minimum number of observations</u> for each Educator (Form 3A or 3B) .	April 1
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards (Form 7) .	May 1
Evaluator completes Summative Evaluation Report (Form 5).	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are <u>Needs Improvement or Unsatisfactory</u> .	May 20
Evaluator meets with Educators whose ratings are <u>Proficient or Exemplary</u> at request of Evaluator or Educator.	June 10

*The observation(s) as noted on the timeline are a minimum, and additional observations may occur any time during the school year. One of the formal observations will be facilitated and completed by the principal or vice-principal. Unannounced observations will be shared between primary and supervisory evaluators.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

12/13/2021

Timeline for Professional Status Educators Two-Year Self-Directed Growth Plan

[For Educators with an overall rating of Proficient or Exemplary with moderate to high impact on student learning]

Responsibilities and Tasks:	Annual Timeline Completed By:
<u>Minimum</u> number of observations during evaluation cycle:	1 unannounced observation over each of the two-years*
Superintendent, principal or designee meets with evaluators and educators to explain the evaluation process.	September 15
Evaluator meets with Educators individually or in teams who are beginning a Two-Year Self-Directed Growth Plan to assist in self-assessment and goal setting process (Form 1) .	October 1
Educator submits Self-Assessment and Goal Setting Form (Form 1) .	October 15
Evaluator approves Self-Assessment and Goal Setting Form (Form 1) for two-year plan.	October 31
Evaluator meets with Educators individually, or in teams, to establish Educator Plan (Form 2) .	November 5
Evaluator approves Educator Plans (Form 2) .	November 15
Evaluator completes <u>a minimum of one unannounced observation</u> over a two-year cycle (Form 3A or 3B) .	Before May 1 of second year

Educator submits evidence on parent outreach, professional growth, progress on goals, and other standards (Form 7).	May 1
Evaluator completes Formative Evaluation Report (Form 4B) (for Year 1) or Summative Evaluation Report (Form 5) (for Year 2)	May 15
Evaluator meets with Educators whose overall Formative Evaluation ratings are <u>Needs Improvement or Unsatisfactory</u> .	May 25
Evaluator completes Formative Evaluation Report (Form 4B) (for Year 1) or Summative Evaluation Report (Form 5) (for Year 2) and meets with Educators whose overall Formative Evaluation ratings are <u>Proficient or Exemplary</u> at the request of the Evaluator or Educator.	June 15

*The observation(s) as noted on the timeline are a minimum, and additional observations may occur any time during the school year. Unannounced observations will be shared between primary and supervisory evaluators.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

12/13/2021

Timeline for Professional Status (PTS) Educators One-Year Self-Directed Growth Plan

[For Educators with an overall rating of Proficient or Exemplary with low impact on student learning]

Responsibilities and Tasks:	Completed By:
<u>Minimum</u> number of observations during evaluation cycle:	2 unannounced observations*
Superintendent, principal, or designee meets with evaluators and educators to explain evaluation process.	September 15
Evaluator meets with Educators on One-Year Self-Directed Growth Plans to assist in self-assessment and goal-setting process.	October 1
Educator submits Self-Assessment and Goal Setting Form (Form 1) .	October 15
Evaluator approves Self-Assessment and Goal Setting Form (Form 1) .	October 31
Evaluator meets with Educators individually to establish Educator Plan (Form 2) .	November 1
Evaluator approves Educator Plans (Form 2) .	November 15
Evaluator shall complete a <u>minimum of one observation</u> (1 announced recommended) of each Educator (Form 3A or 3B).	December 15

Educator submits evidence on parent outreach, professional growth, progress on goals and other standards (Form 7) .	January 15
Evaluator shall complete Formative Assessment Reports (Form 4A) .	February 1
Evaluator shall complete <u>the minimum number of observations</u> for each Educator (Form 3A or 3B) .	April 1
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards.	May 1
Evaluator completes Summative Evaluation Report (Form 5) .	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are <u>Needs Improvement or Unsatisfactory</u> .	May 20
Evaluator meets with Educators whose ratings are <u>Proficient or Exemplary</u> at the request of the Evaluator or Educator.	June 10

*The observation(s) as noted on the timeline are a minimum, and additional observations may occur any time during the school year. Unannounced observations will be shared between primary and supervisory evaluators.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

12/13/2021

Timeline for Professional Status (PTS) Educators Directed Growth Plan (for 1 year or less)

[Suggested Completion Dates For Educators with an overall rating of Needs Improvement]

Responsibilities and Tasks:	Completed By:
<u>Minimum</u> number of observations during evaluation cycle:	1 announced; 1 unannounced observations*
Superintendent, principal or designee meets with evaluators and educators to explain the evaluation process.	September 15
Evaluator meets with Educators on Directed Growth Plans to assist in self-assessment and goal-setting process.	September 25
Educator submits Self-Assessment and Goal Setting Form (Form 1) .	October 1
Evaluator approves Self-Assessment and Goal Setting Form (Form 1) .	October 15
Evaluator meets with Educators individually, or in teams, to establish Educator Plan (Form 2) .	October 31
Evaluator approves Educator Plans (Form 2) .	November 15
Evaluator shall complete <u>a minimum of one observation</u> (1 announced recommended) of each Educator (Form 3A or 3B) .	December 15

Educator submits evidence on parent outreach, professional growth, progress on goals and other standards (Form 7) .	January 15
Primary Evaluator shall complete Formative Evaluation Report (Form 4B) .	February 1
Evaluator shall complete <u>the minimum number of observations</u> for each Educator (Form 3A or 3B) .	April 1
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards.	May 1
Evaluator completes Summative Evaluation Report (Form 5) .	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are <u>Needs Improvement or Unsatisfactory</u> .	May 20
Evaluator meets with Educators whose ratings are <u>Proficient or Exemplary</u> at the request of the Evaluator or Educator.	June 10

*The observation(s) as noted on the timeline are a minimum, and additional observations may occur any time during the school year. Unannounced observations will be shared between primary and supervisory evaluators.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

12/13/2021

Timeline for Professional Status Educators Improvement Plan (for 1 year or less)

[For Educators with overall rating of Unsatisfactory]

Responsibilities and Tasks:	Completed By:
Minimum number of observations during <u>one year</u> evaluation cycle:	1 announced; 4 unannounced observations*
Minimum number of observations during <u>6 months or fewer</u> evaluation cycle:	2 announced; 2 unannounced observations*
Within 10 school days of notification to the Educator that he/she is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the educator to discuss the Improvement Plan, establish goals, and the develop the timeline below. The Evaluator and Support Team may modify the order of events on this template as appropriate.	TBD:
Establish Support Team.	
Establish Timeline.	
Evaluator shall complete <u>first observation</u> . (Form 3A or 3B)	
Evaluator shall complete <u>second observation</u> . (Form 3A or 3B)	

Progress Review #1 by Support Team.	
Evaluator shall complete <u>third observation</u> (announced recommended by this time).	
Evaluator completes Mid-Cycle Formative Evaluation Reports (Form 4B) .	
Evaluator shall complete <u>fourth observation</u> (Form 3A or 3B).	
Progress Review #2 by Support Team.	
Evaluator shall complete <u>fifth observation</u> (Form 3A or 3B).	
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards.	
Evaluator completes Summative Evaluation Report (Form 5).	
Evaluator meets with Educator to determine educator's status (three options, p. C-17).	

*The observation(s) as noted on the timeline are a minimum, and additional observations may occur any time during the school year. Unannounced observations will be shared between primary and supervisory evaluators.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

3/15/2017

