

AGREEMENT
BETWEEN
SCHOOL COMMITTEE OF THE TOWN OF NORTON
AND
NORTON TEACHERS' ASSOCIATION
September 1, 2017 - August 31, 2020

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AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of September, 2017, by and between the School Committee of the Town of Norton, hereinafter referred to as the "Committee", and the Norton Teachers' Association, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Committee and the Association entered into a collective bargaining Agreement, dated September 1, 2017, with respect to the wages, hours of work and other conditions of employment of certain Professional Employees represented by the Association;

WHEREAS, said Agreement terminated on August 31, 2020, and the Committee and the Association desire to enter into a new Agreement with respect to wages, hours of work and other conditions of employment of said Professional Employees.

NOW, THEREFORE, it is mutually agreed between the Committee and the Association as follows:

ARTICLE I

PREAMBLE

Section 1. Recognizing that the prime purpose of the Committee and the Professional Employees represented by the Association is to provide education of the highest possible quality to the children of the Town of Norton and that good morale among said Professional Employees is essential to the achievement of that purpose, the parties hereto agree and declare as follows:

a. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion.

b. The Committee has the responsibility for establishing goals, policies and accountability standards for the school district, and for the review and approval of the district's budget.

c. The Superintendent of Schools, hereinafter referred to as the "Superintendent", as the chief executive officer of the school district, has the responsibility for managing the school system and implementing the policies established by the Committee.

d. The said Professional Employees have responsibility for providing in the classrooms of the schools education of the highest possible quality. Whenever used in this Agreement the words "Professional Employee", "teacher", and "employee" shall have the same meaning.

ARTICLE II

RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all Professional Employees employed by the Committee, except the Superintendent of Schools, Principals, Assistant Principals, Director of Guidance, Elementary School Coordinators, Athletic Director, and Substitute Teachers. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

ARTICLE III

NEGOTIATION PROCEDURE

For the purposes of collective bargaining, the designated representative or representatives of the Committee and the designated representative or representatives of the Association shall meet at reasonable times and shall confer in good faith with respect to wages, hours, standards of productivity and performance, and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and shall execute a written contract incorporating any agreement reached. At such meeting both parties shall provide relevant data, exchange points of view, and make proposals and counter-proposals.

ARTICLE IV

NO STRIKES

Section 1. A strike is defined as the refusal of a Professional Employee, in concerted action with others, to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her abstinence in whole or in part from the performance of the duties of employment as established by this Agreement or as established in a collective bargaining agreement between the Committee and the Association expiring immediately preceding the alleged strike.

Section 2. The Association shall not engage in a strike, and no said Professional Employee or the Association shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by said Professional Employees.

Section 3. No compensation shall be paid by the Committee to any Professional Employee with respect to any day or part thereof when such Professional Employee is engaged in a strike against the Committee. No such Professional Employee shall be eligible for such compensation at a later date in the event that such employee is required to work additional days to fulfill the provisions of the collective bargaining agreement in effect at the time of the occurrence of the strike or, in the event no collective bargaining agreement is in effect at the time of the strike, the provisions of the collective bargaining agreement between the Committee and the Association expiring immediately preceding the strike, except in the instance when the Committee does not receive authorization for a shortened school year from the Department of Education, in which case such employee shall be eligible for compensation at his/her regular rate for such additional days worked.

Section 4. Any Professional Employee who engaged in a strike shall be subject to discipline and discharge proceedings by the Superintendent.

Section 5. Whenever a strike occurs or is about to occur, the Committee shall petition the Labor Relations Commission to make an investigation. If after investigation, the Commission determines that any provision of Section 2 of this Article has been or is about to be violated, it shall immediately set requirements that must be complied with, including, but not limited to, instituting appropriate proceedings in the Superior Court for the County of Bristol for enforcement of such requirements.

ARTICLE V

ASSIGNMENTS AND TRANSFERS

Section 1. Professional Employees shall normally be notified of their programs and school assignments by August first of each year but not later than August fifteenth. The Superintendent reserves the right, however, to make, from time to time, such changes in the program and school assignment of any Professional Employee as he/she

considers necessary or desirable to bring about the most efficient and effective operation of the schools.

Section 2. Written notice of vacancies in positions at the classroom level and in both supervisory and non-supervisory positions listed in Appendix A on the Schedule of Supplementary Compensation shall be posted annually on a bulletin board in each school, and a copy thereof will be forwarded to the President of the Association. Such notice shall be given as soon as possible after the occurrence of the vacancy and shall indicate the date within which applications should be filed with the Superintendent. Said date shall not be less than ten (10) working days from the date of the posting of the notice. The notice of vacancies in said non-supervisory positions shall also set forth the qualifications, duties and rate of compensation for the position. If the qualifications, duties or rate of compensation of a position are changed after the position vacancy has been posted and before it has been filled, the position vacancy will be reposted. Professional Employees who desire to apply for any such position shall submit their applications to the Superintendent within the time limit specified in said notice. In addition to the giving of said written notice, the Committee may give notice of such vacant positions and seek applicants in such other ways as it considers necessary. Written notice of the filling of any such vacant position will be given to all Professional Employees who made written application for the position. Notwithstanding the foregoing provisions of this Section, it is agreed that any vacancy in any such position, which occurs on or after August 25th and before the following June 1st may be filled on a temporary basis without regard to the posting requirements set forth herein and shall be posted after said June 1st in accordance with the provisions hereof. Such temporary assignment shall be filled by a full-time certified teacher, if one is qualified and available, who will be covered by the provisions of this Agreement. Supplementary compensation positions will be posted with an application deadline of May 15. Applicants will be notified of the status of their applications by June 20, except applicants for Spring coaching positions will be notified by September 1. The District reserves the right to decline to fill a position or delay filling a specific position by notifying employees in writing.

Section 3. In addition to the provisions set forth in Section 2 for the filling of vacant positions at the classroom level, Professional Employees who desire a change in grade and/or subject assignment, hereinafter referred to as "reassignment", or who desire a transfer from one school to another, shall file a written statement of such desire with the Superintendent no later than April first immediately prior to the school year for which such reassignment or transfer is desired. Such statement shall include the grade and/or subject to which the Professional Employee desires to be reassigned, the school to which he/she desires to be transferred, and his/her reason or reasons for such reassignment or transfer.

Section 4. In making reassignments and transfers, the Superintendent and Building Principal will give consideration to the desires of the Professional Employee, to his/her area of competence, major and/or minor field of study, quality of performance and length of service in the Norton public schools and to the needs of the school system. An involuntary reassignment or transfer will be made only after a meeting between the

Professional Employee involved and the Superintendent and Building Principal, at which time the employee will be notified in writing of the reason or reasons for the reassignment or transfer. In addition, each Professional Employee, who is not selected for reassignment or transfer to a vacant position for which he/she made application under the provisions of either Section 2 or Section 3 of this Article, will, upon his/her written request, be notified in writing of the reason or reasons as to why he/she was not selected.

Section 5. In arranging schedules for Professional Employees who are assigned to more than one school, every effort will be made to limit the amount of interschool travel. Professional Employees who are assigned to more than one school and/or to home students in a single day will receive for all interschool driving done by them the mileage rate equal to the rate granted by the Town of Norton to its employees. Schedules shall allow for 20 minutes of travel time between school buildings not located on the same campus.

Section 6. Teachers in grades six through eight, except special needs teachers and teachers of special subjects such as, but not limited to, art, music, physical education, shop and home economics, shall not be required to teach more than five (5) classes per day (not including ICE).

ARTICLE VI

PROMOTIONS

Section 1. Written notice of vacancies in positions, as described herein, which afford Professional Employees the opportunity of promotion and which occur prior to the closing of school in June, shall be posted on a bulletin board in each school. Professional Employees, who wish to receive notice of any vacancy in any particular position or positions which may occur after the closing of school in June, shall notify the Superintendent in writing no later than said closing of school of the particular position or positions in which they are interested. Written notice of any vacancies which occur in such positions will be given to said Professional Employees. The notices provided for in this Section shall be given as soon as possible after the occurrence of the vacancy.

Section 2. Promotional positions shall include all supervisory positions listed in Appendix A on the Schedule of Supplementary Compensation and all positions at the administrative and/or supervisory levels. The written notice shall set forth the qualifications, duties and compensation rate for the position and the date within which applications should be filed with the Superintendent. Such date shall not be less than ten (10) days from the date of the posting of the notice. If the qualifications, duties and compensation rate for a position are changed after the position vacancy has been posted and before it has been filled, the position vacancy will be reposted. Professional Employees, who desire to apply for any such position, shall submit their applications in writing to the Superintendent within the time limit specified in said notice. Written notice of the filling of any such vacant position will be given to all Professional Employees who made written application for the position.

Section 3. In addition to the giving of written notice in the manner indicated above, the Superintendent may give notice of vacancies in such positions and seek applicants in such other ways as he/she considers necessary.

Section 4. In filling vacancies for promotional positions, the Superintendent will give primary consideration to the applicant's qualifications for the position. Where, in the opinion of the Superintendent, the qualifications of applicants are substantially equal, the employee selected will be the one recommended by the supervisors involved. The decisions of the Superintendent made hereunder in filling promotional positions shall not be subject to the Grievance Procedure set forth in Article XXVI of this Agreement.

ARTICLE VII

SUMMER SCHOOL AND FEDERAL PROGRAMS

Section 1. Notice of all vacancies for professional positions which the Committee intends to fill in the Summer School and in State or Federal Programs, which occur outside the school day/year and which are under the jurisdiction of the Committee, shall be given in the same manner as is provided in Article V of this Agreement.

Section 2. Professional Employees who desire to apply for any such position vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice announcing the vacancy.

Section 3. In filling vacant positions in the Summer School and in said State and Federal Programs, the Superintendent will take into consideration the applicant's qualifications for the position. Where, in the opinion of the Superintendent, the qualifications of applicants are substantially equal, the employee selected will be the one recommended by the supervisors involved. The decisions of the Superintendent made hereunder in filling said vacant positions shall not be subject to the Grievance Procedure set forth in Article XXVI of this Agreement.

ARTICLE VIII

NON-TEACHING DUTIES

The Superintendent recognizes the desirability of relieving Professional Employees, to the extent possible, from the performance of non-teaching duties. Accordingly, the Superintendent will endeavor to employ Educational Assistants from time to time to assist Professional Employees in the performance of such duties. The number of Educational Assistants to be employed and the duties to be performed by them shall be determined by the Superintendent. Non-teaching duties will be assigned on an equitable basis among Professional Employees.

ARTICLE IX

EVALUATION

The parties agree that the District shall bargain with the Association mid-term regarding any policy changes, evaluation requirements, or other mandates imposed by the District's participation in the Race to the Top grant program.

Section 1. Each employee will be evaluated in accordance with the provisions of the "Professional Teaching Standards for the Norton Public Schools" agreed to by the Association and incorporated herein by reference. Any written report of a Professional Employee's performance shall be discussed with him/her by his/her supervisor as soon as practical after the completion of the report and prior to its submission to the Superintendent for filing in the employee's personnel file, and the employee shall be given a copy of the report. Such discussion of the report with the employee shall be held no sooner than the second workday after the day on which the employee is given a copy of the report. The Professional Employee shall acknowledge that he/she has received a copy of the report and that it has been discussed with him/her by signing his/her name to the file copy of the report. The employee's signature on the report shall not necessarily mean that he/she agrees with the report. The employee shall also have the right to answer any such report in writing. His/her answer shall be submitted through his/her supervisor to the Superintendent and shall be attached to the evaluation report and filed in his/her personnel file.

Section 2. All observation of the teaching performance of a Professional Employee shall be conducted openly and with his/her full knowledge. No adverse comments shall be made to a Professional Employee in the presence of pupils.

Section 3. Any substantive complaint regarding a Professional Employee made to the administration by any parent, student or other person will be promptly called to the attention of the Professional Employee.

Section 4. Members of this bargaining unit will not be assigned to be the Evaluator for other members of this bargaining unit without further agreement. Being an Evaluator does not include performing observations, mentoring or related functions.

ARTICLE X

DISCIPLINE

Section 1. No adverse action, as hereinafter defined, shall be taken against any Professional Employee for disciplinary or other reasons without just cause. For the purpose of this Agreement the term "adverse action" shall mean only the following types of action:

a. Reprimand. A reprimand is a statement of official censure in a formal letter to the Professional Employee from the Superintendent or his/her designee for a serious violation.

b. Suspension. Suspension is an enforced temporary non-pay status and absence from duty of a Professional Employee directed by the Superintendent or Building Principal for just cause. The Professional Employee will be given seven (7) days written notice of his/her suspension and the grounds therefor.

c. Demotion. Demotion, except as is otherwise provided herein, is a change from one position to another position lower in rank or compensation imposed by the Building Principal, subject to the review and approval of the Superintendent, or by the Superintendent, as the case may be, for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the Professional Employee to satisfy teacher performance standards, or other just cause. The term "demotion" as used herein shall not include any action taken by the Superintendent in not reappointing a Professional Employee to a position or positions described in the Schedule of Supplementary Compensation set forth in Appendix A attached hereto, assignments to such positions being made for one school year only in accordance with the provisions of Article XIII, Section 6 hereof. The Professional Employee will be given written notice of his/her demotion and the grounds therefor.

d. Dismissal. Dismissal is the dismissal of a Professional Employee from the employ of the Committee by the Building Principal, subject to the review and approval of the Superintendent, or by the Superintendent, as the case may be, for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards, or other just cause. A teacher with professional teacher status may seek review of a dismissal decision within thirty (30) days after receiving notice of his/her decision by filing a petition for arbitration with the Commissioner of Education as is provided for under the provisions of Section 42 of Chapter 71 of the General Laws. A teacher who has been teaching in the Norton school system for at least ninety (90) calendar days shall not be dismissed unless he/she has been furnished with a written notice of intent to dismiss and with an explanation of the grounds therefor, and, if he or she so request, has been given a reasonable opportunity within ten (10) school days after receiving such written notice to review the decision with the Building Principal or Superintendent. The term dismissal as used herein shall not include the dismissal of a teacher who has not been teaching in the Norton school system for ninety (90) days and shall not include the action of the Superintendent in not renewing the contract of a teacher who does not have professional teacher status.

Section 2. It is recognized that Chapter 71 of the General Laws of Massachusetts provides specific procedures which must be adhered to by the Superintendent and Building Principal in taking the adverse actions of suspension, demotion and dismissal against Professional Employees. In such cases, the specific procedures provided for in the General Laws will be followed, and the adverse action taken by the Superintendent and Building Principal will not be subject to the Grievance Procedure set forth in Article XXVI of this Agreement.

ARTICLE XI

PROFESSIONAL EMPLOYEE PERSONNEL FILES

Section 1. Each Professional Employee shall have the right to review the contents of his/her personnel file. Within three (3) working days of the receipt of his/her written request, a Professional Employee will be permitted at a time designated by the Superintendent to inspect and make copies of the contents of his/her personnel folder, files, cards and records. The costs of copying such records shall be incurred by the Professional Employee. The Professional Employee may have a representative of the Association accompany him/her during a review of his/her files.

Section 2. No material which is in any way derogatory to a Professional Employee shall be placed in his/her personnel file before he/she has had the opportunity to review such material and reply thereto and unless the material has been substantiated in fact. The Professional Employee shall acknowledge that he/she has reviewed such material by signing his/her name to the copy to be filed in his/her personnel file. The Professional Employee's signature shall in no way mean that he/she agrees with the contents of any such material. The Professional Employee shall also have the right to answer any such material in writing. His/her answer shall be submitted to the Superintendent for review and shall be attached to the material to which it is in answer and filed in his/her personnel file.

ARTICLE XII

WORK YEAR AND WORK DAY

Section 1. The work year of all Professional Employees shall be one hundred eighty-two (182) work days, except as provided in Section 2. The work year shall begin not earlier than the Monday before Labor Day, and shall terminate no later than June 30th in the following calendar year. If the year begins prior to Labor Day, the Friday before Labor Day shall be maintained as a non-school day. A work day is defined as a day when attendance is required. All employees shall be required to attend the orientation day held on the first day of the work year, the one hundred eighty (180) days that students are required to be in attendance at school, and one (1) professional development day to be scheduled by the Superintendent. The subject matter of this professional day shall be determined by the Superintendent. At the District's option, an additional professional development day may be scheduled at the time the calendar is determined for the following school year, provided that such day will be compensated at the per diem rate. In addition to said work days, new teachers in the Norton School System shall attend two (2) additional orientation days during the week prior to the beginning of said work year. Work days on which school is cancelled because of weather or other unforeseen conditions shall be made up.

Section 2. The District may assign the following personnel up to seven (7) additional days and twenty (20) additional hours to be scheduled after consultation between the employee and the appropriate district officials: Guidance Counselors, Adjustment Counselors, Team Chairperson and School Psychologists. The stipend paid for these additional days shall be pro-rated based on the number of days scheduled and worked. The stipend will not be pro-rated based on FTE. High school Guidance Counselors will meet on the same afternoon and on the same evening. To accommodate the different needs of each school, the principal, with the approval of the Superintendent, may reduce the number of afternoon and evening meetings in favor of additional days.

Section 3. Except as otherwise provided in this Article, the regular workday shall not exceed seven (7) consecutive hours. Within this constraint, the principal of each building shall set the work hours applicable to employees assigned to the building, which shall ordinarily include at least 15 minutes before and 15 minutes after the regular school day for students in the building. The principal may alter work hours, with reasonable notice, to accommodate meetings within the seven hour workday, and may alter hours without notice in unusual circumstances affecting the school (e.g., school closings due to weather, etc.).

Section 4. In addition to the regular work day, the District shall be entitled to schedule afternoon meeting time for professional development, and evening meetings for the purpose of parent-teacher conferences and special events. The afternoon meetings shall generally not exceed 1½ hours per week. Evening meetings shall not exceed 10 hours total, and there will not be more than 5 evening meetings required. Morning, afternoon and evening meetings beyond the 7-hour work day will not exceed 35 hours per school year. The Superintendent will endeavor not to schedule meetings on Fridays or days preceding a holiday or vacation period.

Of the 35 hours outside of the contractual work day, 5 of those hours are designated as teacher directed. The following topics have been approved for this teacher directed time. Use of this time could be tracked with a Google form (name, location, brief description of the activity).

- Time to meet with team teachers and other staff to work on progress reports and report cards (elementary level)
- PLC time
- Interdisciplinary lesson planning
- Work with teachers of the same course to align pace and grading
- Time for specialists to work with specialists from other schools
- Content/Classroom special event night (i.e. Technology night, poetry reading)
- Tech support/education - meeting with Karen Winsper or TTL before or after school, attending a night time Google training, etc.
- Planning for curriculum nights.
- Other, with principal approval

Section 5. Teachers in grades six through twelve shall have at least one preparation period during each regular school day. Whenever possible, Department Heads will be granted an additional preparation period during each regular school day. The Professional Employee assigned to students at the time assembly periods are scheduled shall be responsible for their supervision during such assembly periods.

Section 6. Teachers in grades six through eight, except special needs teachers and teachers of special subjects such as, but not limited to, art, music, physical education, shop and home economics, shall not be required to teach more than five (5) classes per day on more than two (2) days each week.

Section 7. Teachers in grades pre-kindergarten through five shall have at least one preparation period each day, comprising a weekly total of at least 225 minutes, during each regular school week, Monday through Friday. For most teachers, this will mean one (1) 45-minute preparation period per day or at least 30 consecutive minutes per day. The administration shall ensure that specialist teachers have a daily preparation period that is no less than 30 consecutive minutes long. The Professional Employee assigned to students at the time assembly periods are scheduled shall be responsible for their supervision during such assembly periods.

Section 8. During each work day each Professional Employee shall have a duty-free lunch period of at least twenty-five (25) minutes in length.

Section 9. In the event that it becomes necessary for the Committee to place any school on double sessions, Professional Employees affected by this action of the Committee will be given notice of their program schedules in the same manner as provided in Article V, Section 1, for the giving of notice to Professional Employees of their program assignments. Professional Employees will not be required to work a split session. Certain teaching specialists will be required to work a session which overlaps the morning and afternoon sessions. The work day of a Professional Employee on the morning, afternoon or overlapping session shall be consecutive from the start to the end of the work day and shall not exceed the number of hours provided in Section 3 of this Article for a normal work day.

Section 10. Academic Coordinators in the areas of English, Math, Science, Social Studies, World Language, Business/Technology, PE/Wellness, and Fine Arts will teach three (3) classes at the high school. Academic Coordinators will have a work year of 185 days. Academic Coordinators will not have assigned "duties" except in an emergency. Every effort will be made to avoid having the Academic Coordinator serve as a substitute teacher. Academic Coordinators will be paid a stipend in accordance with the attached schedule.

Section 11. Part time employees are required to attend all scheduled professional development days, the first day of the year orientation day, as well as all parent conferences, open houses, and similar events, that full time teachers are required to attend.

ARTICLE XIII

SALARIES

Section 1. Subject to the provisions of this Agreement, the compensation of each Professional Employee for his/her work year shall be determined in accordance with and shall conform to the salary schedules and the schedule of supplementary compensation and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof.

Section 2. The Superintendent shall determine in accordance with the provisions of this Article and the salary schedules set forth in said Appendix A the rate of compensation of each Professional Employee.

Section 3. Each Professional Employee employed as a teacher shall be placed on the Teachers' Salary Schedule in accordance with his/her training and experience. An employee who has completed one (1) or more years of active military service within one (1) year prior to the date of his /her employment shall be credited with one (1) year of teaching experience.

Section 4. Each Professional Employee shall as of the beginning of each school year in September receive step-increments successively to the next higher rate within his/her salary schedule, subject to the following conditions:

a. That he/she has worked at least one hundred (100) days during the preceding school year in the Norton School System or in another school system. All days in which a teacher is in a pay status shall be considered as days worked.

b. That during the preceding school year his/her work performance shall have been satisfactory.

Section 5. Each Professional Employee, who completes education beyond the Bachelor's Degree so as to become eligible for placement on one of the Salary Schedules established for teachers with education beyond the Bachelor's Degree, shall, at the beginning of the school year following the date on which he/she gives the Superintendent written notification of the completion of such education, be placed on the corresponding step of the Salary Schedule for which he/she has become eligible, provided that notice is given before January 1 preceding the start of the school year in which the pay increase is to take effect. To be placed on a salary schedule beyond the Master's Degree, the Professional Employee must have acquired the required number of graduate credits after he/she has been awarded a Master's Degree.

The following conditions shall apply to the Masters plus 45 and Masters plus 60 Salary Schedule:

a. To receive credits for a Masters plus 45 salary schedule, courses must have been taken in the last five years of the teacher's teaching years, provided however, that the Superintendent may evaluate the credits obtained prior to the last five years and may, in his or her discretion, credit any such course which was taken prior to the last five years which he or she considers worthy of giving credit to.

b. To be eligible to receive credits for the Masters plus 60 schedule, courses must be taken in the last five years of the teacher's teaching years, provided however, that the Superintendent may evaluate the credits obtained prior to the last five years and may, in his or her discretion, credit any such course which was taken prior to the last five years which he or she considers worthy of giving credit to.

Section 6. A Professional Employee assigned to perform the duties of a position or positions described in the Schedule of Supplementary Compensation set forth in said Appendix A shall be paid in accordance with the Schedule. Assignments of Professional Employees to any such position or positions shall be for one school year only, and shall not in any way create or become subject to tenure. Stipends may be prorated to reflect time in the role. Supplementary compensation shall be paid in two installments, as set forth below.

Season/Sport	1st Payment	2nd Payment
Fall (except Football)	1 st pay of October	End of season* (normally October)
Football	1 st pay of October	End of season* (normally November)
Winter	2 nd pay of January	End of season* (normally February)
Spring	2 nd pay of April	End of season* (normally May)

*End of season pay may be held subject to completion of end of season responsibilities. The second payment will be processed for the next regularly scheduled payroll that occurs the week after the season ends.

Other Supplemental Compensation shall be paid in two annual installments, at the midpoint and end of the year for assignments starting prior to the midpoint of the year. For assignments starting after the midpoint of the year, one payment shall be made at the end of the year.

Section 7. The compensation of all Professional Employees for their work year shall be paid in full by June thirtieth of each fiscal year in the manner indicated herein. Bi-weekly payments equal to one-twenty-sixth (1/26) of the Professional Employee's total compensation shall be paid beginning in September and shall continue to be paid until the last regular pay period in June. The balance of the Professional Employee's said compensation due him/her after said bi-weekly payments shall be paid him/her in a lump-sum payment prior to June thirtieth.

ARTICLE XIV

INSURANCE AND ANNUITIES

Section 1. Tax-Deferred Accounts Under IRS Code Section 403(b)

a. The Committee encourages all employees of the school district to conduct financial planning for their retirement years. All eligible employees may also make elective contributions, through payroll deduction, to a 403(b) tax-deferred account.

b. Employees may start, stop, or adjust their contributions to their account at any time during the year by submitting a *Salary Reduction Agreement* provided by the vendor or agent.

c. In accordance with IRS regulations, the Committee reserves the right to limit and select the vendors with whom the District will establish a contractual agreement for services.

Section 2. The group insurance provided by the Town of Norton and as amended during the term of this Agreement shall be applicable to the Professional Employees covered by this Agreement who advise the Superintendent in writing that they desire to participate in said group insurance.

Section 3. The parties hereby reserve the right to reopen Article XIV, Section 2 of this Agreement to negotiate the issue of said group insurance. The party seeking to reopen negotiations will give notice in writing to the other party.

ARTICLE XV

SICK LEAVE

Section 1. Sick leave shall be granted in the manner and to the extent provided in this Article to each Professional Employee who is unable to work because of illness or injury requiring confinement or treatment by a licensed physician. Professional Employees may be required to submit medical certificates in support of requests for sick leave.

Medical certification will be required in any of the following circumstances:

1. When an employee has been out for 3 or more consecutive days.
2. When an employee is out immediately preceding or following a holiday or break period.
3. In any case after an employee has been notified in writing that they are suspected of sick leave abuse. Such notification shall be based on the judgment of the District and not subject to arbitration.

Section 2. Each Professional Employee who has completed one school year of employment by the Committee shall be entitled to fifteen (15) days of sick leave as of the first day of his/her work year. Each Professional Employee who has not completed one school year of employment by the Committee shall accrue sick leave at the rate of one and one-half (1 1/2) days for each month of the work year, subject, however, to a maximum of fifteen (15) days per work year. Sick leave as is not used shall accumulate and be available for use in succeeding school years, except that no Professional Employee shall be permitted to carry over for use in any succeeding work year an amount in excess of one hundred sixty-five (165) days. Each Professional Employee shall be given written notification with his/her first paycheck for each work year of the number of sick leave days accumulated to his/her credit. Notwithstanding the foregoing provisions, it is understood and agreed that a Professional Employee may accumulate, in the work year of his/her retirement, up to one hundred eighty (180) days of sick leave to be used solely in connection with the determination of his/her lump-sum payment under the sick leave buy-back provisions contained in Section 6 hereof.

Section 3. Each Professional Employee may use up to fifteen (15) days of his/her said sick leave in the event of the serious illness of his/her children, parents or spouse. This provision shall also apply for any person residing in the same household as the employee.

Section 4. A Professional Employee who is unable to work because of an occupational injury, which is incurred in the course of his/her employment by the Committee and which is compensable under the provisions of the Massachusetts Workers' Compensation Act, shall, upon his/her written request to the Superintendent, receive as a charge against his/her accrued sick leave the difference between his/her current salary and the amount he/she receives as workers' compensation.

Section 5. Each Professional Employee who, at the beginning of his/her work year in September, has accumulated to his/her credit one hundred sixty-five (165) days of sick leave and who did not use more than two (2) days of sick leave during the preceding work year, shall be entitled to one (1) additional personal leave day in said work year. The fifteen (15) days of sick leave to which a Professional Employee, who has completed one school year of employment by the Committee, is entitled as of the first day of his/her work year under the provisions of Section 2 above, shall not be counted in making up said one hundred sixty-five (165) days of accumulated sick leave. The provisions governing the taking of personal leave days set forth in Section 1 of Article XVIII shall be applicable to said additional personal leave day.

Section 6. Each Professional Employee, who retires under the Massachusetts Teachers' Retirement System after completion of twenty (20) years of continuous employment with the Committee, shall receive at the time of his/her retirement a lump-sum payment determined, by multiplying twenty-five percent (25%) of the accumulated sick leave days to his/her credit at the time of retirement by eighty dollars (\$80). The

number of accumulated sick leave days to be so multiplied shall not exceed one hundred eighty (180) in number.

Section 7. In the event a Professional Employee, who has completed twenty (20) years of continuous employment with the Committee, shall die while in the employ of the Committee, there shall be paid to his/her designated beneficiary or to his/her estate, as the case may be, a lump-sum payment determined, by multiplying twenty-five percent (25%) of the accumulated sick leave days to his/her credit at the time of retirement by seventy dollars (\$70). The number of accumulated sick leave days to be so multiplied shall not exceed one hundred eighty (180) in number.

The provisions of this section shall not apply to any employee hired after November 5, 2012.

ARTICLE XVI

FAMILY AND MEDICAL LEAVE

- A. Notwithstanding anything in this Agreement to the contrary, any unit member 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"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the 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").
- B. 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.
- C. 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.

- D. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
- E. 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. Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave. In the event that 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 rules and regulations concerning 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. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.
- F. The SNLA is a state law that provides up to 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. .
- G. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
- H. 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. Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave. In the event that 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 rules and regulations concerning 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. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

- I. Family and Medical leave shall be granted in accordance with applicable state and federal laws, and School Committee policy. Leaves under the FMLA and MMLA will run concurrently.
- J. An employee who is disabled from working by reason of pregnancy, who takes Family Leave under this Article, may use contractual sick leave benefits for the period of incapacity.
- K. Child Rearing Leave. With the approval of the Superintendent, an employee may take an unpaid child rearing leave to extend beyond FMLA or MMLA leave. The employee must apply in writing at least 30 days before the start of the extended leave (including paid or unpaid leave). The leave may not exceed the balance of the year in which the original leave (including FMLA or MMLA) commences, plus one full academic year. The employee may also apply for a leave that includes only the balance of the current year, or that ends at the midpoint of the following year. Other return dates may be chosen if they are mutually agreed by the employee and the Superintendent (or designee).
- L. If the employee elects to remain on leave for the full school year after the year in which the leave commences, the teacher must provide notice of intent to return on or before March 1, or the teacher will be treated as having resigned from employment, unless the teacher has been granted additional leave under this agreement.
- M. A teacher who does not return after the maximum leave set forth herein will be separated from employment, unless the teacher has been granted additional leave under this agreement.
- N. All benefits to which a teacher was entitled when the child rearing leave commenced, including unused accumulated sick leave will be restored to him/her

upon return and he/she will be placed on the applicable salary schedule at the step which he/she had attained when his/her leave commenced except that a teacher who had taught ninety (90) days or more in the school year in which his/her leave commenced will be placed on the next step of the applicable salary schedule. A teacher returning from such a leave will be assigned to the same position which he/she held at the same time said leave commenced or, if that is not practicable, to a substantially equivalent position for which said teacher is qualified and certified.

ARTICLE XVII

FUNERAL LEAVE

Each Professional Employee shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days, except as is otherwise provided herein, in the event of death in his/her immediate family. Up to two (2) additional days may, in the discretion of the Superintendent, be granted without loss of pay. Immediate family shall include parent, spouse, child, grandchild, grandparent, grandparent-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other member of the employee's immediate household. One (1) day leave of absence without loss of pay shall be granted in the event of the death of an aunt, uncle, niece or nephew of a Professional Employee.

ARTICLE XVIII

LEAVE OF ABSENCE

Section 1. Each Professional Employee shall be entitled, subject to the limitations and provisions hereinafter set forth, to two (2) days off without loss of pay, hereinafter called personal leave days, in each work year, for the purpose of attending to personal matters that cannot be reasonably attended to outside of the normal workday. Personal days may accumulate to a maximum of five (5), and be carried forward from year to year, provided the number of personal days shall never exceed five (5).

The first six (6) people who apply for a personal day for any one (1) day will be granted said day; additional people beyond six (6) per day may be allowed that personal day at the discretion of the Superintendent. Individuals who apply to take a personal day immediately prior to/or immediately after the December, February or April vacation periods or the day before or after a school holiday as well as the last week of school shall submit their application for such leave, in writing, at least three weeks prior to the requested date except in cases where there are unforeseen circumstance. The employee must have the personal day available at the time of its intended use; if not the right is forfeited in that instance.

Section 2. Employees may be excused for up to three (3) days per year, with reasonable notice, for the purposes of bona fide religious observance, such days to be charged to sick or personal leave, or taken unpaid, at the employee's option.

Section 3. Professional Employees, who are duly qualified representatives of the Massachusetts Teachers' Association or the National Education Association, may in the discretion of the Superintendent be granted leaves of absence, without loss of pay and without reimbursement for expenses by the Committee, to attend conferences and conventions approved by said Associations. The President of the Norton Teachers Association shall be allowed eight (8) days per year to perform duties related to his association responsibilities, on a schedule determined by agreement between the President and Superintendent; provided, that the Norton Teachers Association shall reimburse the District for the costs of substitute coverage at the time the schedule is determined.

Section 4. Professional Employees shall be excused without loss of pay for appearances in legal proceedings related to their employment with the Committee. In addition, employees may be excused without loss of pay for appearance as a witness in a legal proceeding in which they are not involved by reason of their employment with the Committee but for which they have been subpoenaed to give testimony because they have witnessed a crime or other incident and have a civic duty to testify with respect thereto. Such excused absence shall not be granted for legal proceedings pertaining to divorces or legal separations, to law suits in which the employee is personally involved because of his/her other employment or for other reasons, and to other litigation for which he/she may have been subpoenaed but with respect to which he/she has no civic duty to appear and testify.

Section 5. Professional Employees shall be granted leaves of absence with pay, to the extent described herein, for a maximum of ten (10) days per work year when called into temporary active duty of the Military Reserves or the National Guard, provided such obligations cannot be fulfilled on days when school is not in session. The Professional Employee will be paid the difference between his/her regular compensation and the compensation which he/she receives from the Federal or State Government during the period of his/her temporary active duty.

Section 6. Military leave without pay shall be granted to a Professional Employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon his/her return from military leave, a Professional Employee shall be placed on the salary schedule at the level he/she would have attained had he/she remained actively employed by the Committee during the period of his/her absence, subject, however, to a maximum of three (3) years.

Section 7. A Professional Employee will be granted a leave of absence without pay or increment by the Superintendent for a period of up to two (2) years for the purpose of serving in an elected governmental position.

Section 8. When a Professional Employee is designated in writing by the Association as its representative at a STEP Two proceeding under the Grievance Procedure set forth in Article XXVI of this Agreement, such employee will, upon not less than two (2) days' notice, if possible, to his/her Principal or immediate supervisor and to the Superintendent, be released from his/her assigned work without loss of pay for such time as is reasonable and necessary to attend said meeting.

Section 9. A Professional Employee may be granted a leave of absence without pay or increment by the Superintendent for a period of up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

Section 10. A Professional Employee may be granted a leave of absence without pay or increment for one (1) work year for the purpose of exploring the possibility of a career change. The effective date of such leave shall be at the end of a work year and return from such leave shall be at the beginning of a work year.

Section 11. A Professional Employee who has a death in the family or another family emergency may be granted a leave of absence without pay or increment for up to one (1) work year. The employee will be permitted to return to duty either at the beginning of the next work year or on the first work day after the Christmas recess or at the beginning of the third marking period. In the event an employee's leave of absence of one (1) work year shall expire after one of the said return to duty dates, the leave of absence shall be extended to the next return to duty date to permit the employee's return to duty at such time.

Section 12. A Professional Employee, who plans to return to duty at the expiration of a leave of absence without pay granted under this Article, except the employee who plans to return to duty on the first work day after the Christmas recess or at the beginning of the third marking period as provided for in Section 11, shall so notify the Superintendent in writing no later than the March thirty-first prior to the beginning of the work year in which he/she plans to return. The employee who plans to return on the first work day after the Christmas recess or at the beginning of the third marking period shall give the Superintendent sixty (60) days written notice prior to such date that he/she plans to return. If the employee fails to give the Superintendent the written notice required hereunder or does give such written notice and then fails to return to duty, he/she shall be deemed to have resigned, and the obligation of the Committee to provide a position for such employee shall cease. If the employee desires an extension of his/her leave of absence, he/she shall submit a request for such extension in writing to the Superintendent no later than March

thirty-first of the year in which his/her leave of absence expires. Any request for an extension which is not submitted by such date shall be denied.

Section 13. All benefits to which a Professional Employee was entitled at the time his/her leave of absence without pay commenced, including unused accumulated sick leave, will be restored upon the employee's return to duty, and the employee will be assigned to the same teaching position which he/she held at the time said leave commenced, if such position is available, or, if it is not available, to a substantially equivalent teaching position. A Professional Employee, who at the time said leave was commenced, was assigned to perform the additional duties of a position described in the Schedule of Supplementary Compensation set forth in said Appendix A, shall have no right to return to such position upon his/her return from duty. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case.

Section 14. The leaves of absence without pay provided for in this Article may be extended in the sole discretion of the Superintendent. Requests for such extensions will be submitted in writing to the Superintendent.

ARTICLE XIX

SABBATICAL LEAVE

Section 1. A Professional Employee, who has completed six (6) consecutive full school years of employment by the Committee, shall be eligible to apply for a sabbatical leave for a period not to exceed one (1) year for the purpose of engaging in an advanced study or academic programs. Not more than two (2) Professional Employees shall be granted sabbatical leave at anyone (1) time.

Section 2. An applicant for sabbatical leave shall, on or before the April first immediately preceding the work year for which the sabbatical leave is desired, submit to the Superintendent a written application for such leave in such form as may be required by the Superintendent. The application shall include a general outline of the proposed program of study and the name of the institution he/she plans to attend. The Superintendent shall decide which applicant, if any, shall be granted sabbatical leave and shall notify each applicant of his/her decision no later than May 15th of the same year. The disposition by the Superintendent of an application for sabbatical leave shall not be subject to the Grievance Procedure set forth in Article XXVI of this Agreement.

Section 3. During his/her sabbatical leave a Professional Employee may engage in work, other than that for which said leave is granted, for which compensation is received, provided that said other work does not interfere or conflict with the program of study for which he/she was granted sabbatical leave, and provided further that the total compensation received from said other work when added to the compensation to be paid by the Committee for the sabbatical leave shall not exceed the employee's salary during the work year immediately prior to the beginning of the sabbatical leave.

Section 4. The salary to be paid to a Professional Employee on sabbatical leave while actively engaged in the sabbatical program approved in accordance with this Article shall be fifty percent (50%) of the salary applicable to his/her step for a sabbatical leave of one (1) work year and one hundred percent (100%) of the salary applicable to his/her step for a sabbatical leave of one-half of a work year. In the event that the employee receives a grant or fellowship, the compensation to be paid by the Committee when added to the amount of the grant or the fellowship shall not exceed the employee's salary during the work year immediately prior to the beginning of the sabbatical leave.

Section 5. Prior to the granting of the sabbatical leave, a Professional Employee shall enter into a written agreement with the Committee providing that upon termination of such leave he/she will return to service in the Norton Public Schools for a period equal to twice the length of the sabbatical leave and that, in default of completing such service, he/she will refund to the Town of Norton an amount equal to such proportion of salary received by him/her while on said leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

Section 6. All matters pertaining to advancement on the salary schedule, sick leave, the performance of extra duties and the compensation therefor, which shall apply when an employee returns to the Norton Public Schools following the completion of his /her sabbatical leave, shall be reviewed with the Superintendent at the time a sabbatical leave is approved. The details of the matters agreed upon during the said review shall be incorporated into a written memorandum and signed by the Superintendent and the applicant, and a copy of said memorandum shall be retained by each party.

ARTICLE XX

PROTECTION OF TEACHERS

Each Professional Employee and his/her Principal shall immediately report all cases of assault suffered by a Professional Employee in connection with his/her employment to the Superintendent, who will acknowledge receipt of such report. The Superintendent will comply with any reasonable request from the Professional Employee for information in his/her possession relating to the incident or the persons involved.

ARTICLE XXI

TEACHER FACILITIES

Section 1. The Committee agrees that during the term of this Agreement each school building will contain:

- a. A space in each classroom to store instructional materials and supplies;
- b. A work area for use in the preparation of instructional materials;

- c. A furnished room reserved for the exclusive use of the Professional Employees as a faculty lounge which may be combined with the work area described in sub-paragraph (b);
- d. A serviceable desk and chair in each classroom;
- e. Reasonable toilet facilities for the use of Professional Employees;
- f. Parking facilities; and
- g. A private phone in the faculty lounge for use by Professional Employees. Such phone may be used for local calls and may be used for other calls by calling card only.

Section 2. Subject to the discretion and to the legal authority of the School Building Committee of the Town of Norton, the School Committee will, when appropriate, recommend to the School Building Committee that new school buildings constructed by the Town of Norton contain not less than the facilities provided for in Section I of this Article.

ARTICLE XXII

USE OF SCHOOL FACILITIES

Section 1. The use of school facilities by employees is subject to School Committee policies and procedures regarding building use.

Section 2. The Committee agrees to provide a bulletin board in the faculty lounge in each school building for use by the Association for the posting of announcements, bulletins and notices pertaining to the administration of the internal business and affairs of the Association. Each announcement, bulletin and notice shall be signed by the Association representative responsible for posting it.

ARTICLE XXIII

SUBSTITUTE TEACHERS

The Superintendent to the extent possible, will employ substitute teachers to fill temporary absences of regular teachers and specialists. When an absence occurs and no substitute teacher is readily available, or when in the opinion of the Superintendent or his/her designee the employment of a substitute teacher is not warranted, a regular teacher or a specialist shall during his/her non-teaching time on duty substitute for an absent teacher. A regular teacher or specialist shall not be paid additional compensation for such substitution, except when they lose a preparation period because of such substitution. In such case, the regular teacher or specialist shall be compensated for the preparation period lost at one seventh (1/7) of his/her daily rate of pay. The assignment

of regular teachers and specialists as substitutes shall, to the extent possible, be made on a rotational basis.

ARTICLE XXIV

PAYROLL DEDUCTIONS

Section 1. During the term of this Agreement, the Superintendent will, at the written request of Professional Employees who sign and deliver to the Superintendent a written authorization on a form approved by the Superintendent, make deductions in the manner and to the extent provided in this Article from the wages or salaries due and payable to said employees for group health insurance, group life insurance, group income protection insurance issued by a single insurance carrier, Massachusetts Teachers' Association Credit Union, Mansfield Credit Union and for a tax-sheltered annuity plan. The amount of the deductions shall be paid over in accordance with the provisions of the written authorization, all as provided in this Section.

Section 2. During the term of this Agreement, the Superintendent agrees that he/she will, at the written request of Professional Employees who sign and deliver to the Superintendent an authorization form satisfactory to both the Superintendent and the Association, make deductions, in the manner and to the extent specifically provided in this Article, from the wages or salaries due and payable to said employees of their uniform regular, current, annual dues as members of the Norton Teachers' Association, the Massachusetts Teachers' Association and/or the National Education Association.

Section 3. The deduction from wages and salaries as provided for in this Article shall be subordinate to (1) deductions for Federal and State withholding taxes, and (2) deductions for hospital and medical payments, pension or retirement plans or insurance premiums under a plan sponsored by the Committee or by a group of the Professional Employees of the Committee. The deductions from wages and salaries as provided in Section 2 shall be made in ten (10) equal amounts for pay periods two through eleven and said deductions shall be subject to the provisions of this Section. The wages and salaries paid to employees hereunder shall be paid by direct deposit in a bank, credit union or similar financial institution designated in writing by the employee.

Section 4. The amount of the regular, current, annual Association dues collected by the Superintendent by deductions from the wages or salaries due and payable to the Professional Employees as provided for in Section 2 above and a statement in the form, which the Superintendent considers convenient and adaptable to his/her record keeping operations, designating the name of each employee from whose wages the deductions were made and the amount of such deduction, shall be mailed to the Treasurer of the Norton Teachers' Association at its office in Norton, Massachusetts, not later than February 1st of each calendar year. The amount of the agency service fee as provided for in Article XXXIII hereof shall similarly be collected by payroll deduction and mailed to the Treasurer of the Association.

Section 5. The authorization made by a Professional Employee in accordance with Section 2 above may be withdrawn by such employee by giving at least sixty (60) days notice in writing of such withdrawal to the Superintendent and by filing a copy thereof with the Treasurer of the Association for which such dues deduction was being made. Said authorization, if not previously cancelled or revoked, shall be deemed automatically terminated upon the termination of the employment of the employee by whom it was signed.

Section 6. It is understood and agreed that the obligations of the Superintendent with respect to the checkoff of regular, current, annual Association dues is limited to the obligations set forth in this Article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. In particular, the obligation of the Superintendent to make deductions from the wages or salaries due and payable to the Professional Employees as provided in Section 2 is limited to uniform regular, current, annual Association dues and does not obligate or require him/her to collect or deduct fines or assessments of any kind which may be levied on its members, individually or collectively by the Association. The Association agrees that all payments for Association dues received from the Superintendent by deductions from the wages or salaries due and payable to the Professional Employees under the provisions of this Article or received directly from an employee shall be applied solely toward the uniform periodic, regular, current, annual Association dues for said employee or employees and that none of said payments will be applied by the Association toward the payment of fines or assessments of any kind.

Section 7. The Committee and the Superintendent shall not be liable to the Association for any error in making or failing to make any deduction required by the provisions of this Article, except for willful misconduct or clear lack of good faith, provided, however, that upon notice in writing to the Superintendent by the Association of any such error, the Superintendent will make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following pay period. The Association agrees that the Superintendent shall have the unqualified right to decline to make a deduction or deductions required by the provisions of this Article if deemed necessary or prudent by the Superintendent to protect the Committee against assignments, attachments or liens against the wages or salary of an employee which in the judgment of the Superintendent are or may be prior to or superior to any deductions authorized pursuant to the provisions of this Article. The Association agrees that nothing in this Article shall be construed to obligate or require the Committee and the Superintendent to do anything or to take any action contrary to law or contrary to government statutes or regulations.

Section 8. The specific amount of the current dues of each of said local, state and national associations shall be certified to the Superintendent by the Treasurer of the Association on or before September fifteenth of each school year.

Section 9. The Association agrees to and does hereby indemnify, defend and hold

the Committee and the Superintendent harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Committee or the Superintendent in reliance upon any information, list, notice, statement or authorization for the checkoff of Association dues delivered to the Superintendent by the Association or by a Professional Employee for the purpose of complying with any of the provisions of this Agreement or of this Article.

ARTICLE XXV

REIMBURSEMENT OF EXPENSES AT WORKSHOPS, SEMINARS AND CONFERENCES

The Committee will reimburse Professional Employees, including Nurses, for their reasonable actual expenses, including meals, lodging and transportation, when they attend workshops, seminars, conferences or other improvement sessions at the request or with the advance approval of the Superintendent.

ARTICLE XXVI

GRIEVANCE PROCEDURE

Section 1. The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the Professional Employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as possible.

Section 2. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his/her grievance informally under the grievance procedure and from having his/her grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given the opportunity to be present at such adjustment and to state its views.

Section 3. A grievance is defined as a dispute involving an alleged violation of a specific provision or provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee or the Superintendent by the terms of this Agreement shall not be the subject of a grievance. All grievances shall specify: (a) the contract provision alleged to have been violated; (b) the facts supporting the grievance in reasonable detail; (c) the pertinent dates of the alleged contract violation; and, (d) the remedy sought.

Section 4. Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following Steps:

INFORMAL RESOLUTION

Employees should attempt to resolve their concerns informally with their immediate supervisors before invoking the formal grievance procedure. However, pursuit of an informal resolution will not extend any of the timelines set forth in the formal procedure.

STEP 1:

The employee shall submit the grievance in writing to the Principal (or supervising Administrator) within 20 calendar days of the date that the employee or the Association knew or, with the exercise of reasonable diligence, should have known of the occurrence giving rise to the grievance. The Principal and the Association may meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the Principal, the Association may appeal to the next level.

STEP 2:

If the grievance is not resolved in Step 1, the Association may appeal it by giving a written notice of such appeal to the Superintendent of Schools within 10 calendar days after the answer of the Principal is due. The Superintendent and the Association may meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the Superintendent, the Association may appeal to the next level.

STEP 3:

If the grievance is not settled in Step 2, the Association may request a hearing before the School Committee, by submitting a written request, which shall include a written summary of the basis of the grievance and the reason for appealing the Superintendent's decision, to the Superintendent within 10 calendar days of the date the Step 2 response is due. The Superintendent will present the request to the School Committee in executive session at the next available meeting, and shall communicate the School Committee's decision to the Association in writing within 5 days of the decision. If the decision is a denial of the request, then the Superintendent's written notification of the denial to the Association shall serve as the District's Step 3 response for the purposes of this Article. Should the School Committee agree to hear the grievance, the hearing will held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the School Committee elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Committee's written Step 3 response shall be due within 30 calendar days after the hearing.

STEP 4: Arbitration

a. If the dispute or grievance is not settled in the foregoing steps and it involves the claimed violation of an arbitrable provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within 15 days of the District's answer in Step 2, unless Step 3 review has been requested, in which case, the demand must be filed within 15 days of the District's answer in Step 3.

b. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be the school district offices, unless otherwise agreed by the parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association, and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes.

c. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c. 150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not arbitrable under this agreement.

d. The following matters shall not be subject to grievance-arbitration under this Agreement:

- i. Disputes over alleged unlawful discrimination, unless all parties including the grievant agree that the arbitration procedure as defined in this agreement shall be the sole and exclusive remedy for such alleged discrimination;
- ii. Non-renewal of an employee without professional teacher status.
- iii. Any incident which occurred or failed to occur prior to the effective date of this Agreement.

Section 5. The parties agree to follow each of the foregoing steps in the processing of the grievance; and if any step the District fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Association may appeal the grievance to the next step at the expiration of such time limit. Failure of the Association at any step to process according to the time limits set forth herein shall mean that the Association has waived the grievance, and the right to proceed further. If

the time limits referenced in the grievance steps set forth above will cause the due date for any action to fall during summer vacation, then the party affected may request a reasonable extension of time to take the required action, and such request shall not be unreasonably denied. The time limits specified for the bringing and processing of a grievance may be extended by mutual agreement of the Association and the Superintendent.

Section 6. The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to 30 calendar days before the date the grievance was first presented in writing.

ARTICLE XXVII

CLASS SIZE

The Committee and the Association recognize the desirability of achieving optimum teaching-learning conditions by assuring workable class size. To this end, the Committee will, subject to budgetary limitations, make an effort to maintain or improve the present ratio of pupils to professional staff. If the Association is concerned with class size, it may meet with the Committee to discuss the matter.

ARTICLE XXVIII

REDUCTIONS IN STAFF

Section 1. In the event it becomes necessary for the Superintendent to reduce the number of Professional Employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, changes in curriculum or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

Section 2. The Superintendent shall have the sole discretion in determining which position or positions or which type or types of position are to be eliminated.

Section 3. No employees with professional teacher status shall be laid off if there is an employee without professional teacher status serving in a position that the employee with professional teacher status is qualified to fill.

Section 4. Seniority as used herein shall mean an employee's length of continuous service in years, months and days in the employ of the Committee. Employees shall be credited for seniority purposes up to a maximum of one (1) year with time spent on any leave of absence provided for in this Agreement. Summer employment and employment as a Substitute Teacher shall not be credited for seniority purposes. In cases involving employees who have identical seniority, lots will be drawn by said employees to determine seniority. A list indicating the seniority of each employee with professional

teacher status shall be prepared by the Superintendent and forwarded to the Association within sixty (60) days subsequent to the execution of this Agreement and shall be updated yearly by November first.

Section 5. In determining which of its employees with professional teacher status are to be laid off to accomplish any such reduction in staff, the Superintendent will take into consideration the qualifications of employees for the position or type of position to be eliminated, the quality of past performance of such employees and their seniority as employees of the District. Where, in the opinion of the Superintendent, the qualifications and quality of performance of employees are substantially equal, employees will be laid off in the order of their seniority as employees of the Committee, those with the least seniority to be laid off first. The standard of review in any arbitration arising out of or with respect to any decision made by the Superintendent under the provisions of this Section 5, other than a grievance arising out of a determination of an employee's seniority, shall be whether the Superintendent was arbitrary or capricious in making his/her decision. The arbitrator shall not substitute his/her judgment for that of the Superintendent in evaluating the qualifications and quality of performance of such employees. The determinations of the Superintendent as to the qualifications and quality of past performance of employees shall be based, except as is otherwise provided herein, on the materials in the personnel file of the employee as of the April first immediately preceding the layoff. Written performance evaluations completed in the school year in which the layoff takes place shall not be used by the Superintendent in making such determinations. When comparing overall rating from performance evaluations, no distinction shall be made between evaluations that meet or exceed performance standards.

Section 6. An employee with professional teacher status who has been laid off shall be entitled to recall rights, in the inverse order of his/her layoff, to a position for which he/she is qualified for a period of eighteen (18) months, except as is otherwise provided herein, from the effective date of his/her layoff. During his/her recall period, an employee will be notified by certified mail, addressed to his/her last address of record, of the Superintendent's intent to recall him/her. An employee must notify the Superintendent in writing of his/her acceptance of an offer of recall within fifteen (15) days from the receipt of said certified mail. An employee's failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the eighteen (18) month period of recall has not expired.

Section 7. An employee who is laid off will be given preference by the Superintendent during his/her recall period in its employment of substitute teachers if he/she informs the Superintendent in writing at the time of his/her layoff of his/her desire to be so employed.

Section 8. Employees who are laid off may continue for the period and on the conditions indicated herein the group health and life insurance coverage, which is provided to members of this bargaining unit, by paying the full amount of the premium for such insurance to the Town Treasurer. Employees may continue such insurance

coverage during the said eighteen (18) month period for which they are eligible for recall. In the event any such employee fails to make payment of said premium or refuses any offer of recall during said eighteen (18) month period, his/her option to continue such insurance coverage shall terminate.

Section 9. An employee who is recalled within said eighteen (18) month period shall have restored to him/her all benefits he/she had accumulated at the time of his/her layoff. An employee, who has acquired professional teacher status at the time of his/her layoff and who is recalled within said eighteen (18) month period, shall be recalled with said status.

Section 10. The provisions of this Article shall not apply to the termination of the employment of a Professional Employee for any reason other than the reasons specified in Section 1 hereof.

ARTICLE XXIX

LONGEVITY PAY

Section 1. A Professional Employee, who completes the number of years indicated below of continuous service as a Professional Employee in the employ of the District, shall be granted a longevity lump-sum payment in the amount set forth below for the number of years of service he/she has completed:

Years	Amount
10	\$425
15	\$850
20	\$1,000
25	\$1,150
30	\$2,250

Section 2. The longevity pay to which a Professional Employee is entitled shall be paid in a lump-sum payment in a separate check in the second pay period in September of each year. The longevity pay shall not be cumulative.

ARTICLE XXX

REIMBURSEMENT FOR COURSES

The Committee shall reimburse a Professional Employee, including Nurses, in an amount not to exceed eight hundred dollars (\$800) in any year of the Agreement for a graduate course approved in advance by the Assistant Superintendent and which is directly related to the employee's area of teaching responsibility. Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade (B-minus or better) in any such course according to the standards of the institution and submitting evidence of such completion and payment to the Superintendent's office. Reimbursement may also be allowed under the same conditions for use in obtaining PDPs and CEUs at workshops and/or conferences. Notwithstanding the foregoing provisions, the maximum amount to be expended by the Committee for such course reimbursement shall not exceed fifty-six thousand, seven hundred dollars (\$56,700) during each year of the Agreement. The annual budget amount shall be used to cover all related costs of such courses and conferences, including, where applicable and approved in advance, travel tuition and substitute costs. In the event the said sum of fifty-six thousand, seven hundred dollars (\$56,700) is not fully expended at the end of any year of the Agreement, the balance left shall be distributed to employees who are eligible for reimbursement for a second course and who make application therefore.

Please see attached memo for further clarification.

ARTICLE XXXI

SICK LEAVE BANK

Section 1. A sick leave bank shall be established for the purpose of making additional sick leave days available to employees who have completed three (3) years, whether or not consecutive, of service with the District, who have exhausted their entire sick leave accumulation through prolonged illness and who have a serious illness or injury. A serious illness or injury shall be one which requires the employee's absence from work for more than ten (10) consecutive work days. Participation in the sick leave bank by such employees shall be voluntary.

Section 2. The employee must have exhausted all his/her personal sick leave days, and must have been absent for work for a period of ten (10) consecutive work days because of a serious illness or injury. The sick leave days granted by the bank will be retroactive to the first day of the employee's illness or injury.

Section 3. The sick leave bank will be initially funded by deducting one (1) sick leave day from the accumulated sick leave days of each employee who has agreed to participate in the bank and contributing such days to the bank. When the bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave shall

be made against the sick leave account of each employee who has agreed to participate in the bank.

Section 4. The initial grant of sick leave days from the bank shall not exceed twenty (20) days after which the employee may reapply for additional days. Any grant of sick leave days shall end on the last day of the school year in which the prolonged illness began. Requests for sick leave bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work. Notwithstanding the foregoing, it is agreed that not more than a total of one hundred forty (140) sick leave days shall be granted from the sick leave bank during any one work year.

Section 5. An employee eligible to join the sick leave bank must apply for membership on a form approved by the Sick Leave Bank Committee. Employees wishing to join the bank must submit an application for membership by October first of each work year.

Section 6. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of five (5) persons, three (3) appointed by the Association and two (2) by the Committee. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure.

ARTICLE XXXII

HEALTH AND SAFETY

Within each school, an indoor air quality team will be formed and serve under the guidance of the school principal. The primary function of such team will be to disseminate information, register complaints, and communicate indoor air quality issues and status to school administration, staff, students, and parents. It is our hope that by encouraging a sense of shared responsibility and cooperative effort, we will be able to resolve indoor air quality problems. Each school will develop an indoor air quality management plan.

ARTICLE XXXIII

AGENCY SERVICE FEE

Section 1. All employees, except those certified to the Committee by the Association as members of the Association, shall pay, as a condition of their employment by the Committee, to the Association by dues deduction an agency service fee in an amount equal to the cost to the Association of collective bargaining and contract administration. The amount of such agency service fee shall be determined by the Association and certified annually to the Committee by the Association. The effective date for such payment shall, in the case of new employees, be on or after the thirtieth day following the beginning of their employment and for current employees shall be at the

beginning of the second year of this Agreement.

Section 2. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the collection or the attempted collection by the Association under the terms and provisions of this Article, of an agency service fee from an employee, including the termination of an employee for the failure to pay such fee.

ARTICLE XXXIV

JOB SHARING

Section 1. Job sharing shall mean the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time teachers. The commitment of a teacher to a job sharing position shall be for one year. The District shall have the sole discretion to permit a job sharing situation to commence or to continue, and those decisions shall not be subject to challenge through the grievance or arbitration provisions of this agreement.

Section 2. A teacher, who is employed on a full-time basis and who desires to participate in a job sharing position, shall inform the Superintendent in writing by March 1st that he or she is willing to accept a reduction from a full-time to a part-time position. Such teacher shall also indicate in writing that he or she understands that, once such reduction to a part-time position is made, the teacher cannot thereafter change his or her mind and displace or intrude upon the recall of a less senior teacher to attain full-time status. Every effort will be made by the Superintendent to notify a teacher in writing by May 1st as to whether he or she will be assigned to a job sharing position. Two teachers engaged in an approved job sharing situation need not formally reapply each March 1; however, the District may nonetheless determine that the job sharing should not continue.

Section 3. The following working conditions shall apply to teachers participating in job sharing:

- a. The job sharing shall be arranged in such a manner that no more than one of the two sharing teachers shall be enrolled in health insurance from the employer. If it is or becomes impossible for this to occur lawfully, then the job sharing arrangement will terminate.
- b. Both teachers will share equally the instructional time, and shall be paid the same base salary (i.e., one half of the salary to which they would otherwise be entitled). The teacher who receives health insurance shall be required to perform at least 20 hours of work on site per week, and must be prepared, upon request, to document the work performed.

- c. Presumptively, the regular workday for each teacher shall be one-half the regular workday for full-time teachers, plus an overlap of ten (10) minutes between the morning and afternoon tours of duty. However, a job-sharing team may request, and the Superintendent may grant, permission for job sharers to each work two and one half days each. Such a request must be made through the Principal or supervisor, and the best interests of the students, as determined by the administration, shall be the deciding factor in granting or denying such a request.
- d. Both teachers will be present on duty for the entire workday for the first week of school in September of each year and for the last week of school. This may be waived in whole or in part by the administration. The administration shall notify the teachers of its decision regarding this by May 1.
- e. Half-days and in-service times shall be shared with the two teachers taking turns at coverage and reporting to each other.
- f. Both teachers will be present for parent conferences.
- g. Both teachers will arrange meeting times to evaluate students and mark report cards.
- h. If there is a temporary staffing interruption due to illness or other reasons, the teacher who is available for work will cover for the absent teacher whenever possible, thereby eliminating the need for a substitute.
- i. The preparation time provided for teachers in Article XII of this Agreement shall be shared by each teacher.
- j. Each teacher will be paid one-half of his or her appropriate full-time annual salary established pursuant to the terms of this Agreement, except when the teacher works an additional day pursuant to the provisions of this Article. On such days the teacher will be paid at the appropriate daily rate of compensation or part thereof.

Section 4. Nothing in this Article shall preclude the appointment by the District of a teacher assigned to a job sharing position to a full-time teaching position.

Section 5. In the event that the job sharing arrangement is revoked or otherwise eliminated by the District, the determination of which one of the teachers will fill the position which was formerly shared, if it still exists, will be made by the administration in accordance with the standard set forth in Article XXVII, Section 5. In the event of a resignation, termination, incapacity for an extended period of time, or leave of absence by one of the job sharing teachers the remaining job sharing teacher will be given the option to assume the full time position. If the remaining job sharing teacher refuses to

assume the full time position, then the teacher will be placed on an unpaid leave of absence for the remainder of the school year, and the District may fill the position.

Section 6. In the event that the District determines that job sharing will no longer be available to bargaining unit members, then teachers in a job sharing arrangement will be treated as employees affected by a reduction in force, in accordance with Article XXVII.

ARTICLE XXXV

SCOPE OF AGREEMENT

Section 1. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Association and to the Committee pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements among the parties concluded during the course of the negotiations are fully stated in this Agreement. It is agreed that the provisions of this Agreement shall bind and benefit each individual Professional Employee.

Section 2. The Committee and the Association, for itself and on behalf of the Professional Employees, agree that during the term of this Agreement all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement, and that neither the Committee nor the Association shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement, provided, however, that nothing in this Section shall in any way limit or restrict the rights and duties prescribed in Article XXVI.

Section 3. No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Committee and by the Association.

Section 4. By mutual agreement in writing between the Committee and the Association, any of the time limitations provided in this Agreement may be extended, and each of the parties to this Agreement agrees not to unreasonably withhold assent to the request by the other party for a reasonable extension of said time limitation.

Section 5. The failure by the Committee or by the Association in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

Section 6. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXVI

ELECTRONIC GRADE REPORTING

- A. The District may require Teachers to report and maintain grades using software of the District's choosing, with grade postings to be made no less than bi-weekly.
- B. Rank books will not be required in any school that requires marks to be recorded electronically.
- C. All teachers must post homework assignments either daily or in advance for the week.
- D. Curriculum maps will be posted on school websites.

ARTICLE XXXVII

DURATION

This Agreement shall take effect on September 1, 2017, and shall continue in effect to and including August 31, 2020, and shall thereafter automatically renew itself for terms of one (1) year each, unless by the October first prior to the expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Association will meet promptly to begin negotiations.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairman, hereto duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized, on the day and year first above written.

The foregoing Agreement is made, subject to ratification by the School Committee and the Association.

**NORTON TEACHERS
ASSOCIATION**

NORTON SCHOOL COMMITTEE

Date

Date

Appendix A

Salary Schedule

Fiscal Year 2017-2018 Salary Schedule

1.5%

	Bachelors (B)	B+15	Masters (M)	M+15	M+30	M+45	M+60
Step 1	\$42,155	\$42,974	\$44,625	\$45,379	\$46,544	\$47,939	\$49,337
Step 2	\$46,325	\$47,144	\$48,829	\$49,597	\$50,753	\$52,275	\$53,799
Step 3	\$49,085	\$49,890	\$51,600	\$52,370	\$53,527	\$55,135	\$56,740
Step 4	\$51,920	\$52,740	\$54,489	\$55,224	\$56,388	\$58,080	\$59,770
Step 5	\$54,789	\$55,590	\$57,376	\$58,124	\$59,287	\$61,065	\$62,844
Step 6	\$57,590	\$58,411	\$60,207	\$60,955	\$62,130	\$63,995	\$66,873
Step 7	\$60,465	\$61,259	\$63,102	\$63,851	\$65,018	\$66,969	\$68,919
Step 8	\$63,308	\$64,128	\$66,003	\$66,748	\$67,906	\$69,943	\$71,981
Step 9	\$66,281	\$67,078	\$68,991	\$69,729	\$70,894	\$73,020	\$75,147
Step 10	\$71,302	\$72,292	\$74,018	\$74,764	\$75,931	\$78,208	\$80,424
Step 11			\$75,105	\$75,852	\$77,019	\$79,329	\$81,641
Step 12			\$77,922	\$78,862	\$79,102	\$81,475	\$83,848
Step 13				\$79,635	\$81,973	\$84,433	\$86,892
Step 14					\$82,746	\$85,229	\$87,711

Nurses – Salaries included in above salary schedule by terms of the agreement.

Longevity (based on continuous service to district)

10 Years	\$425
15 Years	\$850
20 Years	\$1,000
25 Years	\$1,150
30 Years	\$2,250

Mentors

Mentor Coordinator	\$1,750
Lead Mentors	\$400
Mentor	\$500

*Mentors earn \$500 for the first protégé and \$300 for each additional protégé.

Appendix A

Salary Schedule

Fiscal Year 2018-2019 Salary Schedule

2.25%; plus \$500 to stop step of Masters, M+15, M+30, M+45 and M+60 lanes

	Bachelors (B)	B+15	Masters (M)	M+15	M+30	M+45	M+60
Step 1	\$43,103	\$43,941	\$45,629	\$46,400	\$47,591	\$49,018	\$50,447
Step 2	\$47,367	\$48,205	\$49,928	\$50,713	\$51,895	\$53,451	\$55,009
Step 3	\$50,189	\$51,013	\$52,761	\$53,548	\$54,731	\$56,376	\$58,017
Step 4	\$53,088	\$53,927	\$55,715	\$56,467	\$57,657	\$59,387	\$61,115
Step 5	\$56,022	\$56,841	\$58,667	\$59,432	\$60,621	\$62,439	\$64,258
Step 6	\$58,886	\$59,725	\$61,562	\$62,326	\$63,528	\$65,435	\$68,378
Step 7	\$61,825	\$62,637	\$64,522	\$65,288	\$66,481	\$68,476	\$70,470
Step 8	\$64,732	\$65,571	\$67,488	\$68,250	\$69,434	\$71,517	\$73,601
Step 9	\$67,772	\$68,587	\$70,543	\$71,298	\$72,489	\$74,663	\$76,838
Step 10	\$72,906	\$73,919	\$75,683	\$76,446	\$77,639	\$79,968	\$82,234
Step 11			\$76,795	\$77,559	\$78,752	\$81,114	\$83,478
Step 12			\$80,175	\$80,636	\$80,882	\$83,308	\$85,735
Step 13				\$81,927	\$83,817	\$86,333	\$88,847
Step 14					\$85,108	\$87,647	\$90,184

Nurses – Salaries included in above salary schedule by terms of the agreement.

Longevity (based on continuous service to District)

10 Years	\$425
15 Years	\$850
20 Years	\$1,000
25 Years	\$1,150
30 Years	\$2,250

Mentors

Mentor Coordinator	\$1,750
Lead Mentors	\$400
Mentor	\$500

*Mentors earn \$500 for the first protégé and \$300 for each additional protégé.

Appendix A

Salary Schedule

Fiscal Year 2019-2020 Salary Schedule

2.5%

	Bachelors (B)	B+15	Masters (M)	M+15	M+30	M+45	M+60
Step 1	\$44,181	\$45,040	\$46,770	\$47,560	\$48,781	\$50,243	\$51,708
Step 2	\$48,551	\$49,410	\$51,176	\$51,981	\$53,192	\$54,787	\$56,384
Step 3	\$51,444	\$52,288	\$54,080	\$54,887	\$56,099	\$57,785	\$59,467
Step 4	\$54,415	\$55,275	\$57,108	\$57,879	\$59,098	\$60,872	\$62,643
Step 5	\$57,423	\$58,262	\$60,134	\$60,918	\$62,137	\$64,000	\$65,864
Step 6	\$60,358	\$61,218	\$63,101	\$63,884	\$65,116	\$67,071	\$70,087
Step 7	\$63,371	\$64,203	\$66,135	\$66,920	\$68,143	\$70,188	\$72,232
Step 8	\$66,350	\$67,210	\$69,175	\$69,956	\$71,170	\$73,305	\$75,441
Step 9	\$69,466	\$70,302	\$72,307	\$73,080	\$74,301	\$76,530	\$78,759
Step 10	\$74,729	\$75,767	\$77,575	\$78,357	\$79,580	\$81,967	\$84,290
Step 11			\$78,715	\$79,498	\$80,721	\$83,142	\$85,565
Step 12			\$82,179	\$82,652	\$82,904	\$85,391	\$87,878
Step 13				\$83,975	\$85,912	\$88,491	\$91,068
Step 14					\$87,236	\$89,838	\$92,439

Nurses – Salaries included in above salary schedule by terms of the agreement.

Longevity (based on continuous service to the District)

10 Years	\$425
15 Years	\$850
20 Years	\$1,000
25 Years	\$1,150
30 Years	\$2,250

Mentors

Mentor Coordinator	\$1,750
Lead Mentors	\$400
Mentor	\$500

*Mentors earn \$500 for the first protégé and \$300 for each additional protégé.

SUPPLEMENTARY COMPENSATION FY2018, FY2019, FY2020

Positions in blue are NEW to contract

	1.50% 2017- 2018	2.25% 2018- 2019	2.50% 2019- 2020
ACADEMIC COORDINATORS			
Business/Technology	\$6,034.18	\$6,169.95	\$6,324.20
Science	\$6,034.18	\$6,169.95	\$6,324.20
English	\$6,034.18	\$6,169.95	\$6,324.20
Social Studies	\$6,034.18	\$6,169.95	\$6,324.20
World Language	\$6,034.18	\$6,169.95	\$6,324.20
Math	\$6,034.18	\$6,169.95	\$6,324.20
Wellness/Physical Education	\$6,034.18	\$6,169.95	\$6,324.20
Fine Arts	\$6,034.18	\$6,169.95	\$6,324.20
EXTRA SERVICES			
Guidance Counselor	\$3,468.26	\$3,546.30	\$3,634.96
Adjustment Counselor	\$3,468.26	\$3,546.30	\$3,634.96
Team Chairperson	\$3,468.26	\$3,546.30	\$3,634.96
Psychologists	\$3,468.26	\$3,546.30	\$3,634.96
Unit Leader	\$2,046.24	\$2,092.28	\$2,144.59
Head Nurse Stipend	\$3,468.00	\$3,546.30	\$3,634.96
Extended Day Nurse (AM or PM) Stipend	\$3,500.00	\$3,578.75	\$3,668.22
Math Liaison	\$2,046.24	\$2,092.28	\$2,144.59
National Board Certification	\$1,358.07	\$1,388.63	\$1,423.35
Technology Liaison (1 per building)	\$1,508.29	\$1,542.23	\$1,580.79
Saturday Suspension Supervisor	\$152.25	\$155.68	\$159.57
Tutorial Fee	\$30.45	\$31.14	\$31.92
CO-CURRICULAR HIGH SCHOOL			
Band Director, .5 Jazz, .5 Pep	\$1,594.57	\$1,630.45	\$1,671.21
Debating Club Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Gay Straight Alliance Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Drama Club Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Dramatics Coach	\$1,508.29	\$1,542.23	\$1,580.79
Editor of Local Colour	\$1,508.29	\$1,542.23	\$1,580.79

Global Education Club Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Global Education Certificate Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Freshman Class Advisor 1	\$612.05	\$625.82	\$641.47
Freshman Class Advisor 2	\$612.05	\$625.82	\$641.47
Future Educators Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Junior Class Advisor 1	\$764.30	\$781.50	\$801.04
Junior Class Advisor 2	\$764.30	\$781.50	\$801.04
Music Dramatics Coach	\$1,508.29	\$1,542.23	\$1,580.79
National Art Honor Society	\$1,508.29	\$1,542.23	\$1,580.79
National Spanish Honor Society	\$1,508.29	\$1,542.23	\$1,580.79
National History Honor Society	\$1,508.29	\$1,542.23	\$1,580.79
National Honor Society	\$1,508.29	\$1,542.23	\$1,580.79
National French Honor Society	\$1,508.29	\$1,542.23	\$1,580.79
National Tri Music Honor Society	\$1,508.29	\$1,542.23	\$1,580.79
National Math Honors Society	\$1,508.29	\$1,542.23	\$1,580.79
National Science Honor Society	\$1,508.29	\$1,542.23	\$1,580.79
Newspaper Editor	\$1,508.29	\$1,542.23	\$1,580.79
Quill and Scroll Society	\$1,508.29	\$1,542.23	\$1,580.79
SADD Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Select Choir Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Senior Class Advisor 1	\$1,508.29	\$1,542.23	\$1,580.79
Senior Class Advisor 2	\$1,508.29	\$1,542.23	\$1,580.79
Senior Class Advisor 3	\$1,508.29	\$1,542.23	\$1,580.79
Senior Class Art Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Senior Class Yearbook Advisor	\$3,360.67	\$3,436.29	\$3,522.20
Senior Class Yearbook Business Manager	\$1,508.29	\$1,542.23	\$1,580.79
Sophomore Class Advisor 1	\$612.05	\$625.82	\$641.47
Sophomore Class Advisor 2	\$612.05	\$625.82	\$641.47
Student Council Advisor 1	\$1,508.29	\$1,542.23	\$1,580.79
Student Council Advisor 2	\$1,508.29	\$1,542.23	\$1,580.79
Video Production Club Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Ski Club Advisor	\$1,508.29	\$1,542.23	\$1,580.79

	1.50% 2017- 2018	2.25% 2018- 2019	2.50% 2019- 2020
CO-CURRICULAR MIDDLE SCHOOL			
Spelling Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Math Club Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Art Club Advisor 1	\$1,508.29	\$1,542.23	\$1,580.79
Art Club Advisor 2	\$1,508.29	\$1,542.23	\$1,580.79
TV Media Club	\$1,508.29	\$1,542.23	\$1,580.79

Gay Straight Alliance Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Community Service Club Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Computer Club Advisor 1	\$1,508.29	\$1,542.23	\$1,580.79
Computer Club Advisor 2	\$1,508.29	\$1,542.23	\$1,580.79
Hero Club	\$1,508.29	\$1,542.23	\$1,580.79
Homework Club 1	\$1,508.29	\$1,542.23	\$1,580.79
Homework Club 2	\$1,508.29	\$1,542.23	\$1,580.79
Peer Leader	\$1,508.29	\$1,542.23	\$1,580.79
Drama Club Advisor 1	\$1,508.29	\$1,542.23	\$1,580.79
Drama Club Advisor 2	\$1,508.29	\$1,542.23	\$1,580.79
Drama Club Advisor 3	\$1,508.29	\$1,542.23	\$1,580.79
Video Production Club 1	\$1,508.29	\$1,542.23	\$1,580.79
Video Production Club 2	\$1,508.29	\$1,542.23	\$1,580.79
Newspaper Club	\$1,508.29	\$1,542.23	\$1,580.79
Robotics Club Advisor 1 (Spring)	\$1,508.29	\$1,542.23	\$1,580.79
Robotics Club Advisor 2 (Fall)	\$1,508.29	\$1,542.23	\$1,580.79
Writing Club Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Yearbook Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Student Council Advisor	\$1,508.29	\$1,542.23	\$1,580.79
Photography Club	\$1,508.29	\$1,542.23	\$1,580.79
Wrestling Intramurals	\$1,884.86	\$1,927.27	\$1,975.45
Fall Intramural 1	\$1,884.86	\$1,927.27	\$1,975.45
Fall Intramural 2	\$1,884.86	\$1,927.27	\$1,975.45
Fall Intramural 3	\$1,884.86	\$1,927.27	\$1,975.45
Winter Intramural 1	\$1,884.86	\$1,927.27	\$1,975.45
Winter Intramural 2	\$1,884.86	\$1,927.27	\$1,975.45
Spring Intramural 1	\$1,884.86	\$1,927.27	\$1,975.45
Spring Intramural 2	\$1,884.86	\$1,927.27	\$1,975.45

1.50%	2.25%	2.50%
2017-	2018-	2019-
2018	2019	2020

HIGH SCHOOL COACHES

Football	\$7,845.95	\$8,022.48	\$8,223.04
Assistant Football 1	\$4,415.25	\$4,514.59	\$4,627.45
Assistant Football 2	\$4,415.25	\$4,514.59	\$4,627.45
Assistant Football 3	\$4,415.25	\$4,514.59	\$4,627.45
Assistant Football 4	\$4,415.25	\$4,514.59	\$4,627.45
Cheering Fall	\$4,662.91	\$4,767.83	\$4,887.03
Assistant Cheering Fall	\$2,946.55	\$3,012.85	\$3,088.17
Boys Soccer	\$4,662.91	\$4,767.83	\$4,887.03
Boys Assistant Soccer	\$2,946.55	\$3,012.85	\$3,088.17

Girls Soccer	\$4,662.91	\$4,767.83	\$4,887.03
Girls Soccer Assistant 1	\$2,946.55	\$3,012.85	\$3,088.17
Girls Soccer Assistant 2	\$2,946.55	\$3,012.85	\$3,088.17
Boys and Girls Cross Country	\$4,662.91	\$4,767.83	\$4,887.03
Boys and Girls Cross Country Assistant	\$2,946.55	\$3,012.85	\$3,088.17
Girls Volleyball	\$4,662.91	\$4,767.83	\$4,887.03
Girls Assistant Volleyball JV	\$2,946.55	\$3,012.85	\$3,088.17
Girls Assistant Volleyball Freshmen	\$2,946.55	\$3,012.85	\$3,088.17
Golf	\$4,662.91	\$4,767.83	\$4,887.03
Boys and Girls Hockey	\$4,662.91	\$4,767.83	\$4,887.03
Boys and Girls Hockey Assistant	\$2,946.55	\$3,012.85	\$3,088.17
Boys Basketball	\$6,631.00	\$6,780.20	\$6,949.71
Boys Assistant Basketball JV	\$3,687.50	\$3,770.47	\$3,864.73
Boys Assistant Basketball Freshmen	\$3,687.50	\$3,770.47	\$3,864.73
Girls Basketball	\$6,631.00	\$6,780.20	\$6,949.71
Girls Assistant Basketball JV	\$3,687.50	\$3,770.47	\$3,864.73
Girls Assistant Basketball Freshmen	\$3,687.50	\$3,770.47	\$3,864.73
Cheering Winter	\$4,662.91	\$4,767.83	\$4,887.03
Wrestling	\$4,662.91	\$4,767.83	\$4,887.03
Wrestling Assistant	\$2,946.55	\$3,012.85	\$3,088.17
Swimming	\$4,662.91	\$4,767.83	\$4,887.03
Swimming Assistant	\$2,946.55	\$3,012.85	\$3,088.17
Boys and Girls Winter Track 1	\$4,662.91	\$4,767.83	\$4,887.03
Boys and Girls Winter Track 2	\$4,662.91	\$4,767.83	\$4,887.03
Boys and Girls Assistant Winter Track 1	\$2,946.55	\$3,012.85	\$3,088.17
Boys and Girls Assistant Winter Track 2	\$2,946.55	\$3,012.85	\$3,088.17
Baseball	\$5,155.19	\$5,271.18	\$5,402.96
Assistant Baseball 1	\$3,188.12	\$3,259.85	\$3,341.35
Assistant Baseball 2	\$3,188.12	\$3,259.85	\$3,341.35
Softball	\$5,155.19	\$5,271.18	\$5,402.96
Assistant Softball (JV)	\$3,188.12	\$3,259.85	\$3,341.35
Boys Spring Track	\$4,662.91	\$4,767.83	\$4,887.03
Boys Assistant Spring Track	\$2,946.55	\$3,012.85	\$3,088.17
Girls Spring Track	\$4,662.91	\$4,767.83	\$4,887.03
Girls Assistant Spring Track	\$2,946.55	\$3,012.85	\$3,088.17
Boys Lacrosse	\$5,155.19	\$5,271.18	\$5,402.96
Boys Lacrosse Assistant	\$3,188.12	\$3,259.85	\$3,341.35
Girls Lacrosse	\$5,155.19	\$5,271.18	\$5,402.96
Girls Lacrosse Assistant	\$3,188.12	\$3,259.85	\$3,341.35
Boys Tennis	\$4,662.91	\$4,767.83	\$4,887.03
Girls Tennis	\$4,662.91	\$4,767.83	\$4,887.03

MIDDLE SCHOOL COACHES	1.50% 2017- 2018	2.25% 2018- 2019	2.50% 2019- 2020
Middle School Boys Soccer	\$2,946.55	\$3,012.85	\$3,088.17
Middle School Girls Soccer	\$2,946.55	\$3,012.85	\$3,088.17
Middle School Cross Country	\$2,946.55	\$3,012.85	\$3,088.17
Middle School Boys Basketball	\$3,687.50	\$3,770.47	\$3,864.73
Middle School Girls Basketball	\$3,687.50	\$3,770.47	\$3,864.73
Middle School Baseball	\$3,188.12	\$3,259.85	\$3,341.35
Middle School Softball	\$3,188.12	\$3,259.85	\$3,341.35

The Advisor shall meet with all Clubs/Activities at least 18 times regularly over the course of the school year; two times per month, in order for the Advisor to meet requirements. Each meeting or fundraising event will have a minimum duration of one hour. Advisors must be present for the entire meeting. In some cases, these 18 meeting will take place over a few months, as might be the case with Robotics (competitions), Spelling Bee (competitions), Math League (competitions), Senior Art Advisor due to their short timeline. However, most activities, unless there is a specific timeline involved, and have had Principal and Superintendent prior approval, should meet regularly spread out over the course of the entire school year with no less than 18 meeting times. Meeting documentation will continue to be forwarded to school Clerical Administrative Assistants. Clerical Administrative Assistants will collect the fees.

Any preliminary meetings, for the purpose of signing up the minimum number of students (12), will not count towards the 18 sessions. Consequently, should the Club or Activity not run, no compensation will be issued for such preliminary meeting. The Superintendent has final discretion as to whether a Club or Activity runs.

**MEMORANDUM OF AGREEMENT
NORTON SCHOOL COMMITTEE
AND
NORTON TEACHERS' ASSOCIATION**

The Norton School Committee (the "District" or the "Committee") and the Norton Teachers' Association (the "Association") hereby agree to a new three-year contract to be in effect from September 1, 2017 through August 31, 2020. Except as modified in this Memorandum, the terms and conditions of the previous contract will be carried forward into the new contract. (Note: Text set off in quotes or 10-point type is exact language for inclusion in the integrated Agreement. Other text reflects agreements between the parties that may not be included verbatim in the integrated Agreement).

1. Article IX – Evaluation

Add to Article IX, a new Section 4 to read:

Section 4. Members of this bargaining unit will not be assigned to be the Evaluator for other members of this bargaining unit without further agreement. Being an Evaluator does not include performing observations, mentoring or related functions.

2. Article XII – Work Year and Work Day

a. Revise Article XII, Section 2 to read:

Section 2. The District may assign the following personnel up to seven (7) additional days, to be scheduled after consultation between the employee and the appropriate district officials: Guidance Counselors, Adjustment Counselors, Team Chairperson and School Psychologist. The stipend paid for these additional days shall be pro-rated based on the number of days scheduled and worked. The stipend will not be pro-rated based on FTE. In addition to the one hundred eighty-two (182) work days that all other Professional Employees are required to be in attendance at school, plus the additional work days provided for above, the district may require ten (10) afternoons, one each month until 5:00 p.m. (on these days counselors will not be required to begin their work day until 10:00 a.m.); and ten (10) evening meetings, one each month, from 6:00 - 8:00 p.m. High school Guidance Counselors will meet on the same afternoon and on the same evening. To accommodate the different needs of each school, the principal, with the approval of the Superintendent, may reduce the number of afternoon and evening meetings in favor of additional days.

(see changes) 9-11-17

b. Revise Article XII, Section 10 to read:

Section 10. Academic Coordinators in the areas of English, Math, Science, Social Studies, World Language, Business/Technology, PE/Wellness, and Fine Arts will teach three (3) classes at the high school. Academic Coordinators will have a work year of 185 days. Academic Coordinators will not have assigned "duties" except in an emergency. Every effort will be made to avoid having the Academic Coordinator serve as a substitute teacher. Academic Coordinators will be paid a stipend in accordance with the attached schedule.

3. Article XIII and Appendix A – Salaries

Revise salary schedules to reflect increases of 1.5% in for the 2017-18 school year; 2.25% for the 2018-19 school year; and 2.5% for the 2019-20 school year. For the 2018-19 school year there shall be a \$500 increase applied to Step 12 of the MA column, Step 13 of MA+15, and Step 14 of MA+30, MA+45, and MA+60.

4. Article XV – Sick Leave

Revise Article XV, Section 6, by replacing "seventy dollars (\$70)" with "the current substitute rate."

5. Article XVI – Family and Medical Leave

Replace Section A and B of Article XVI with the following and re-letter the remaining sections accordingly:

- A. Notwithstanding anything in this Agreement to the contrary, any unit member 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”), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the 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”).
- B. 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.
- C. 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.
- D. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks’ notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
- E. 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. Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave. In the event that 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 rules and regulations concerning 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. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

6. Article XXVIII – Reductions in Staff

Revise Article XXVIII to read:

REDUCTIONS IN STAFF

Section 1. In the event it becomes necessary for the Superintendent to reduce the number of Professional Employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, changes in curriculum or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

Section 2. The Superintendent shall have the sole discretion in determining which position or positions or which type or types of position are to be eliminated.

Section 3. No employees with professional teacher status shall be laid off if there is an employee without professional teacher status serving in a position that the employee with professional teacher status is qualified to fill.

Section 4. Seniority as used herein shall mean an employee's length of continuous service in years, months and days in the employ of the Committee. Employees shall be credited for seniority purposes up to a maximum of one (1) year with time spent on any leave of absence provided for in this Agreement. Summer employment and employment as a Substitute Teacher shall not be credited for seniority purposes. In cases involving employees who have identical seniority, lots will be drawn by said employees to determine seniority. A list indicating the seniority of each employee with professional teacher status shall be prepared by the Superintendent and forwarded to the Association within sixty (60) days subsequent to the execution of this Agreement and shall be updated yearly by November first.

Section 5. In determining which of its employees with professional teacher status are to be laid off to accomplish any such reduction in staff, the Superintendent will take into consideration the qualifications of employees for the position or type of position to be eliminated, the quality of past performance of such employees and their seniority as employees of the District. Where, in the opinion of the Superintendent, the qualifications and quality of performance of employees are substantially equal, employees will be laid off in the order of their seniority as employees of the Committee, those with the least seniority to be laid off first. The standard of review in any arbitration arising out of or with respect to any decision made by the Superintendent under the provisions of this Section 5, other than a grievance arising out of a determination of an employee's seniority, shall be whether the Superintendent was arbitrary or capricious in making his/her decision. The arbitrator shall not substitute his/her judgment for that of the Superintendent in evaluating the qualifications and quality of performance of such employees. The determinations of the Superintendent as to the qualifications and quality of past performance of employees shall be based, except as is otherwise provided herein, on the materials in the personnel file of the employee as of the April first immediately preceding the layoff. Written performance evaluations completed in the school year in which the layoff takes place shall not be used by the Superintendent in making such determinations. When comparing overall rating from performance evaluations, no distinction shall be made between evaluations that meet or exceed performance standards.

Section 6. An employee with professional teacher status who has been laid off shall be entitled to recall rights, in the inverse order of his/her layoff, to a position for which he/she is qualified for a period of eighteen (18) months, except as is otherwise provided herein, from the effective date of his/her layoff. During his/her recall period, an employee will be notified by certified mail, addressed to his/her last address of record, of the Superintendent's intent to recall him/her. An employee must notify the Superintendent in writing of his/her acceptance of an offer of recall within fifteen (15) days from the receipt of said certified mail. An employee's failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the eighteen (18) month period of recall has not expired.

Section 7. An employee who is laid off will be given preference by the Superintendent during his/her recall period in its employment of substitute teachers if he/she informs the Superintendent in writing at the time of his/her layoff of his/her desire to be so employed.

Section 8. Employees who are laid off may continue for the period and on the conditions indicated herein the group health and life insurance coverage, which is provided to members of this bargaining unit, by paying the full amount of the premium for such insurance to the Town Treasurer. Employees may continue such insurance coverage during the said eighteen (18) month period for which they are eligible for recall. In the event any such employee fails to make payment of said premium or refuses any offer of recall during said eighteen (18) month period, his/her option to continue such insurance coverage shall terminate.

Section 9. An employee who is recalled within said eighteen (18) month period shall have restored to him/her all benefits he/she had accumulated at the time of his/her layoff. An employee, who has acquired professional teacher status at the time of his/her layoff and who is recalled within said eighteen (18) month

period, shall be recalled with said status.

Section 10. The provisions of this Article shall not apply to the termination of the employment of a Professional Employee for any reason other than the reasons specified in Section 1 hereof.

7. Article XXX – Course Reimbursement

The Parties agree to convene a working group to discuss a system of compensating teachers for providing in-district professional development and providing teachers with credits that may be used for salary scale movement. The working group will also: (1) discuss the content of professional development provided pursuant to Article XII, Section 4; and (2) develop a procedure for reviewing course and conference requests. The work of this subcommittee/working group will be subject to the approval of the Superintendent and the Association, and if satisfactory, may be implemented during the term of this agreement.

8. Article XXXVII – Duration

Revise to reflect a three-year agreement commencing September 1, 2017 and ending August 31, 2020.

9. Appendix A

- a. Revise salary schedules to reflect increases referenced above (see attached schedules).
- b. Revise the Lead Mentor stipend to reflect a total stipend of \$1750.
- c. The replacement of Unit Leaders with Instructional Support Team Leaders and Curriculum Leaders, as appropriate, will be discussed by subcommittees to include relevant building level stakeholders. The results of these subcommittee deliberations, if agreeable to the Superintendent and the Association, may be implemented during the term of this contract and integrated into Appendix A.

10. Housekeeping

Correct typographical, grammatical and formatting errors throughout the document and remove obsolete language including the following changes:

- a. Remove Edline from the table of contents.
- b. Revise the Supplementary Compensation to list actual ongoing activities and delete obsolete provisions, including the following:
 - (1) Change Diversity Alliance to Gay-Straight Alliance (GSA), and create a similar position at the middle school.
 - (2) Add a Ski Club advisor.
 - (3) Change “CORE” to “Team.”
 - (4) Add JV/Asst Hockey coach.

The foregoing Agreement is made, subject to ratification by the School Committee and the Association. All terms are prospective from ratification unless otherwise indicated in this agreement.

NORTON TEACHERS ASSOCIATION

Kristie J. Oitz
Eric Frasso

A. Gomes

Emilie Pacher

Joseph Secouell
Shannon M. Juhl

Date

NORTON SCHOOL COMMITTEE

Paul I. Spad
Shi' Colin

[Signature]
Kathleen Ste

Carolyn Gallagher

9-11-17

Date

**MEMORANDUM OF AGREEMENT
NORTON SCHOOL COMMITTEE
AND
NORTON TEACHERS' ASSOCIATION**

The Norton School Committee (the "District" or the "Committee") and the Norton Teachers' Association (the "Association") hereby agree to the following Amendment to the contract in effect from September 1, 2017 through August 31, 2020:

For the 2018 – 2019 contract year only both parties agree to the following:

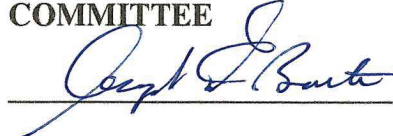
Academic Coordinators in English Language Arts, Math, Science, Social Studies, World Language, Fine Arts, Business/Technology and Wellness will:

- Teach four (4) classes
- Complete 9-12 observations
- Complete other non 6-8 responsibilities
- Receive a stipend in the amount of \$2,750
- Work 184 days

NORTON TEACHERS ASSOCIATION

Date

**FOR THE NORTON SCHOOL
COMMITTEE**



7-23-18

Date



Rand, Terry <terryrand@norton.k12.ma.us>

Re: MOA

1 message

Shannon Taylor <shannontaylor@norton.k12.ma.us>
To: "Rand, Terry" <terryrand@norton.k12.ma.us>
Cc: jbaeta@norton.k12.ma.us, joneill@norton.k12.ma.us

Mon, Jul 23, 2018 at 10:43 AM

Good Morning,

The Association has voted and agree unanimously to the MOA as written.

Thank you,
Shannon Taylor

Sent from my iPhone

On Jul 19, 2018, at 12:30 PM, Rand, Terry <terryrand@norton.k12.ma.us> wrote:

Hi Shannon!

I know you are on the road travelling...

Dr. B wanted me to send this MOA to you for your review.

Terry

Terry Rand | Executive Assistant to the Superintendent
Norton Public Schools | 64 West Main St., Norton, MA 02766 | www.norton.k12.ma.us
p: (508) 285-0100 Ext. 6 | f: (508) 285-0199

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<Norton Teachers MOA July 2018.pdf>

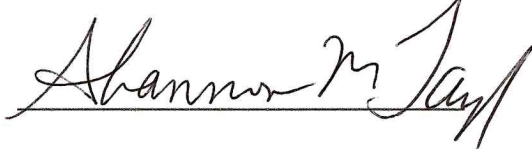
**MEMORANDUM OF AGREEMENT
NORTON SCHOOL COMMITTEE
AND
NORTON TEACHERS' ASSOCIATION**

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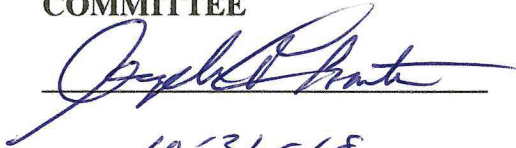
PreK-8 Unit Leaders will be reinstated for the period November 5, 2018 through the end of the 2018-2019 academic school year in June 2019. The stipend amount will be \$1,542.33.

NORTON TEACHERS ASSOCIATION



10/30/18
Date

**FOR THE NORTON SCHOOL
COMMITTEE**



10-31-18
Date

NORTON PUBLIC SCHOOLS
Norton, Massachusetts

TITLE: Elementary Grade Level Curriculum Leader

Qualifications

- Maintains a focus on improving curriculum and student learning
- Is current in research-based practices in teaching and learning
- Holds high expectations for staff and students alike
- Thinks “out-of-the-box” to solve problems
- Has excellent communication skills
- Possesses leadership skills
- Demonstrates team-building skills

Responsibilities:

1. TEACHING AND LEARNING

- a) Facilitates the planning process for developing curriculum that aligns with the Common Core State Standards upon consultation/direction from the Assistant Superintendent of Teaching and Learning
- b) Works with the grade level team to seek and implement research-based strategies to meet the academic and social emotional needs of all students
- c) Serves as a liaison to communicate information between the principal and unit leaders, with meetings lasting no more than one hour per month, if needed
- d) Chairs all grade level Professional Learning Community (PLC) meetings, the purpose of which is to extend and support student achievement, and report on action items to the building principal
- e) Acclimates new teachers to the grade level/unit/team environment, supplementing the school’s mentoring program
- f) Coordinates planning of grade level/unit/team activities that support and enhance the curriculum
- g) Works with other Unit Leaders to increase teacher effectiveness and consistency between grades

NORTON PUBLIC SCHOOLS
Norton, Massachusetts

TITLE: Middle School Team Leader

Qualifications

- Is current in research-based practices in teaching and learning
- Holds high expectations for staff and students alike
- Thinks “out-of-the-box” to solve problems
- Understanding and dedication to the middle school model
- Has excellent communication skills
- Possesses leadership skills
- Demonstrates team-building skills

Responsibilities:

1. TEACHING AND LEARNING

- a) Facilitates the planning process for developing interdisciplinary curriculum opportunities that align with MA state frameworks and other learning goals and objectives.
- b) Works with the grade level team to seek and implement research-based strategies to meet the academic and social emotional needs of all students.
- c) Facilitates communication with guidance personnel
- d) Serves as a liaison to communicate information between the principal and unit leaders, with meetings lasting no more than one hour per month, if needed.
- e) Chairs all grade level Professional Learning Community (PLC) meetings, the purpose of which is to extend and support student achievement, and report on action items to the building principal.
- f) Acclimates new teachers to the team environment, supplementing the school's mentoring program.
- g) Coordinates planning of grade level/unit/team activities that support and enhance the curriculum

This document will be reviewed and revised as needed by the committee of teachers and administrators who composed it before the positions are reinstated.

To: Joseph Baeta, Superintendent & Joseph Spremulli, NTA President
From: Del Hall & Jen O'Neill
Date: 6/11/18

In-District Credits

In order to provide all staff members with the opportunity to earn credits towards advancement on the salary scale while participating in high quality professional learning at the district level, the Professional Learning Committee proposes the following process.

Purpose

District credit is designed to encourage staff participation in district approved professional learning opportunities. The purpose is to enable staff members to participate in courses, workshops, and other approved activities at the district level that are high-quality and equal to rigorous coursework done at the collegiate level. A maximum of nine in-district credits may be applied toward a lane change.

Approval Criteria

The request for district credits for professional learning must align within the following criteria:

- Norton Public Schools Strategic Plan goals
- School Improvement Plans
- An activity supportive of Massachusetts Curriculum Frameworks
- Is research-based
- Is *not* an event subject to any compensation, stipend, or contractual obligations
- May not be used in conjunction with graduate credits awarded by another educational institution
- Is initiated after approval by the Superintendent/ NTA President (8/28/18)

Eligible Activities

- District Courses

All course offerings require pre-approval by the Professional Learning Committee. A course is typically conducted over the length of a semester or school year. Courses require outside preparation and an original product which will be assessed by the course instructor. District courses may include content such as: Writer's Workshop, RTI, Guided Reading, differentiated instruction, a course on formative assessment, District book studies such as *Lost at School* or *Teach Like a Pirate*, as well as courses focused on content, methodology, and technology.

1 district credit = 15 contact hours **and** 5 to 10 hours of outside work. There is a maximum of 3 district credits per course for participants. Credit for instructors will vary.

- District Sponsored Workshops

All workshops require pre-approval by the Professional Learning Committee. A workshop is typically short and intensive, conducted over a limited time span. A workshop requires follow-through or outside activities and an original product that demonstrates evidence of application in the instructional setting. Examples of district

workshops may include: DRA, technology, middle school Academic Enrichment Program.

1 district credit = 15 contact hours **and** 5 to 10 hours of outside work. Contact hours can be accrued over several workshops.

Attendee Procedures for Earning District Credit

- 1) Before participating in a Professional Development activity, the staff must complete the form for In District Credit Approval for Professional Development and submit to the Professional Development Committee for pre-approval 14 school days prior to date of the workshop, conference, or event. The form must be approved by the principal/supervisor and sent to the Assistant Superintendent.
- 2) The Professional Development Committee will review the form for In District Credit Approval for Professional Development and respond to the request. The form will be reviewed and returned to the sender. Approval may not be granted for district credit after attending a workshop or session.
- 3) Within 14 school days after the completion of the professional development activity, the teacher and/or instructor must submit all final paperwork to the Assistant Superintendent.
- 4) **A maximum of nine in-district credits may be applied toward a lane change.**

Instructor Procedures for Teaching District Credit Courses or Workshops

- 1) Instructor will complete Professional Development Proposal for Instructors and submit electronically to the Professional Development Committee for pre-approval 14 school days prior to date of the workshop, conference, or event. The form must be sent to the Assistant Superintendent.
- 2) The Professional Development Committee will review the Professional Development Proposal for Instructors and respond to the request. The form will be reviewed, credits earned by the instructor and participants will be determined, and form returned to the sender. Approval may not be granted for district credit after presenting a workshop or course.
- 3) Within 14 school days after the completion of the professional development activity, the instructor must submit all final paperwork to the Assistant Superintendent.

Examples of Non-approved Events and Activities

- Ø Clerical activities/administrative meetings
- Ø Non-instructional events/sessions

- Ø Supervising students on field trips or other events
- Ø Travel time to and from events
- Ø Athletic clinics
- Ø Military training
- Ø Non-educational courses, workshops, session
- Ø Faculty meetings
- Ø Compensated, stipend, or contractual obligations

The Professional Development Committee will review all applications and make recommendations for final approval.

Professional Learning Reimbursement

After many discussions on how to best streamline the process for course and conference reimbursement, the Professional Learning Committee investigated and discussed a number of options. The Committee proposes that we add the “personal request module” to our current SmartPD system. This would allow any staff member to make a learning request for any workshop, conference, or graduate course. The module then transmits the request to the appropriate approval person and also notifies the staff member through email that the request is being reviewed. Once the request is approved, the member is again notified through email.

At the reimbursement point, the staff member would simply need to print the approved request and include the current necessary Norton Reimbursement form as well as the required transcript or certificate of completion.

In addition, there is a feature in the “personal request module” that facilitates the IPDP process where it is automatically filled by the information already stored in the SmartPD system. The feature streamlines this process and provides an easy way of storing and maintaining this recertification requirement.

Funding for courses, conferences, workshops

In order to provide equity for all staff members, the Committee proposes to combine the the \$46,700 from the professional development reimbursement line with the \$10,000 that has been previously set aside for conferences and workshops for SISP staff members. This would necessitate all requests to be approved and initially paid for by the educator. In the Spring all staff members looking for reimbursement for these costs, would need to apply through the regular process.

The joining of the funds and the likelihood that more staff members would apply for reimbursement, could mean that there will be less funds available for reimbursement for

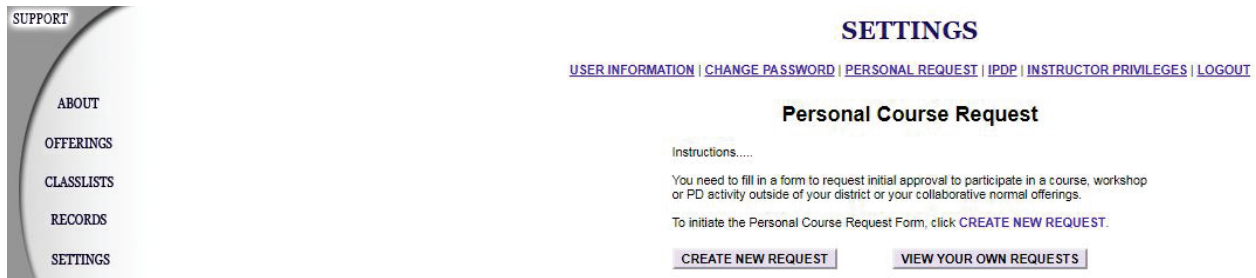
graduate courses at the end of the year. Therefore, the Committee recommends that an increase of \$5000 to this line be considered.

Structure of Professional Learning Committee

In order to enhance staff participation and ownership in our professional learning offerings, the Committee recommends building based Professional Learning Committees (similar to Culture & Climate) that will examine the building level needs, survey staff, and plan early release days. Each school based committee would have a representative on the District Professional Learning Committee in order to advocate for their school needs and plan district-wide professional learning opportunities.

SmartPD Module Functions

Both the *Personal Request* and *IPDP* modules would be found under *Settings* in SmartPD. Once in the Personal Course Request module, staff members can make a learning request for any workshop, conference, or graduate course or can view the status of previous requests.



When creating a new request, staff will be prompted to fill out a form in SmartPD with the following information:

- PDYear
- Title of Course/Offering
- Name of Instructor
- Course Dates/Times
- Number of Meetings (if activity is online, or actual number is unknown, this is estimated)
- Start Date of Course (if online activity, or actual dates unknown, this is estimated)
- Course Meeting Dates (if online activity, or actual dates unknown, use start date)
- Sponsoring Organization (college, university, or group)
- Is this an "ONLINE" course/offering? YES NO
- Will you be requesting reimbursement? YES NO
- Detailed Course Description (a single document, brochure or pamphlet may be attached)
- Credit Options
 - PDP Only
 - Inservice/Salary Credit
 - College Credit

Once this information is entered, staff will have the opportunity to review and edit their request and will be prompted to choose their primary approver and enter specific cost and credit information. The credit fields for both the Salary College Credit options include both credits and PDPs.

Type of Course:	PERSONAL REQUESTS
PDYear:	2017-2018
Title of Course/Offering:	Drayton, Chuck - Sample Course
Name of Instructor:	Presenter
Course Dates/Times :	Summer 2018
Num. of meetings:	3
Start Date of Course:	07/12/18
List Each Day Course Meets :	07/12/18,07/19/18,07/26/18
Sponsoring Organization :	Office of Teaching and Learning
Detailed Course Description:	Course description goes here
Is this an "ONLINE" course/offering?	NO
Will you be requesting reimbursement?	YES

Refer to district policy to select a person who will review and approve your request. If you have question, contact your PD Administrator

Select initial/first approval person Please Select ▼

Credit Option: PdpOnly . Fill in the appropriate fields below. NO dollar signs (\$) in the fields.			
Course Cost: \$	<input type="text" value="0.00"/>	PDPs*:	<input type="text"/>
Registration Fee:	<input type="text" value="0.00"/>		

* = REQUIRED

Staff will receive confirmation once the request has been successfully submitted, and the primary approver (building principal) will receive email notification of the pending request. The secondary approver (central office) will then receive email notification of the request. Once the approval process is complete, the staff member will be notified by email concerning the approval status of the request. Approval emails will contain any subsequent steps for completing the process such as confirming appropriate classroom coverage if needed or submitting final documentation for reimbursement.

At any time, staff may review the status of their requests by choosing *View Your Own Requests* in the *Personal Request* module.

Request Date	Title	Status
06/12/2018	Drayton, Chuck - Sample Course	PENDING
	Step 1 PENDING APPROVAL by: Mary Beer	
	Step 2 PENDING APPROVAL	

An additional function available through SmartPD is the *IPDP* module. This module takes existing SmartPD data and populates an IPDP form. Staff are prompted to enter any missing demographic information not stored in SmartPD as well as their Professional Growth Goals and District PD Goals. The IPDP Module simulates the actual DESE form used by MA educators to collect recertification information. This tool assists teachers in the efficient organization of their personal professional development data. A link to current DESE recertification requirements is

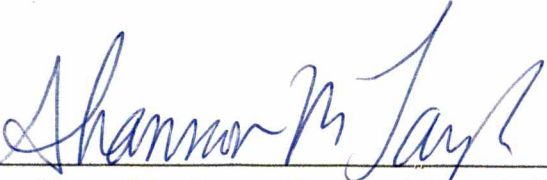
provided in the module. SmartPD will automatically add district PD offerings to an activities chart. Outside PD may be added to these charts by the staff member. Additionally, staff will be able to define how they would like PDPs to be bundled and how they want awarded PDPs to be divided into Content, Pedagogy, SEI/ESL, SPED or Elective Hours.

PD Activities for PRIMARY CERTIFICATION										
Professional Development Activity	PD Bundle	Professional Growth Goal Number	Earned Hrs	Content Hrs	Pedagogy Hrs	SEI/ESL Hrs	SPED Hrs	Elective Hrs	Date Approved (optional)	Date Completed
[edit] [bundle] Drayton, Chuck - Creative Thinking in the Mathematics Classroom Awarded PDPs: 60 Awarded Credits: 3	Cooperative Learning Methods	2	60	40	15	0	0	5	06/05/12	03/04/12
[edit] [bundle] stressing the environment	Cooperative Learning Methods	1	10	5	3	0	0	2	01/15/16	04/26/16
[edit] [bundle] Cooperative Learning Methods Awarded PDPs: 3	ELA Content Material	2	3	1	1	0	0	1	06/05/12	01/01/12

Finally, the IPDP module will provide hourly totals in each of the "bundle areas" as well as total cumulative hours in each of the required areas: Content, Pedagogy, SEI/ESL, SPED, and Elective Hours. Bundles that have less than the required 10 PDPs will be indicated. An IPDP Form is available to print for backup purposes, or for an administrative review. Please click [here](#) to see a sample.

Memorandum of Agreement
Norton School Committee
and
Norton Teachers' Association
Academic Coordinators 2019-2020
(Extension/Revision of Existing MOA from 2018-2019)

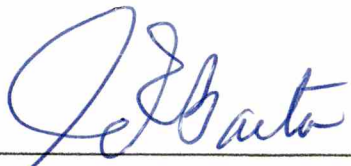
- Academic Coordinators will continue to teach 4 classes at NHS for the 2019-2020 (continuation of current MOA agreement)
- Academic Coordinators stipends will return to the amount reflected in the Collective Bargaining Agreement for 2019-2020 which is \$ 6,324.20
- Academic Coordinators may be released for up to 3-4 days for curriculum alignment and development with Norton Middle School under the direction of the Assistant Superintendent for Teaching and Learning and Building Principals at NMS and NHS
- Academic Coordinators will have a work year of 186 days one of which could be assigned for Professional Development either the week before school begins or the week after school concludes
- Academic Coordinators will continue to assist NHS building administrators with classroom observations and observation write ups via baseline edge (continuation of current MOA agreement)
- Academic Coordinators will not have assigned duties and every effort will be made to not have Academic Coordinators serve as a substitute teacher (continuation of MOA agreement and current CBA language).



President of the Norton Teachers' Association

4/30/19

Date



Superintendent of Norton Public Schools

5/2/19

Date

Memorandum of Agreement
Norton School Committee
and
Norton Teachers' Association
Academic Coordinators 2019-2020
(Extension/Revision of Existing MOA from 2018-2019)

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President of the Norton Teachers' Association

Superintendent of Norton Public Schools

Date

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made between the Norton Teachers' Association (the "Association") and the Norton School Committee (the "Committee").

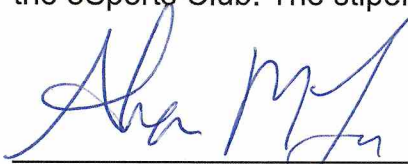
WHEREAS,

The Committee and the Association are parties to a collective bargaining agreement (the "Contract") covering professional personnel employed by the Committee for the period of September 1, 2017 through August 31, 2020;

THEREFORE,

The parties hereby agree to the following language:

Beginning with the 2019-20 School Year, The Association agrees to add to Appendix A the eSports Club. The stipend for this position will be \$1,580.79.



NORTON TEACHERS' ASSOCIATION

Date

7/18/19



NORTON SCHOOL COMMITTEE

Date

7/29/19

For The SC

MEMORANDUM OF AGREEMENT
NORTON SCHOOL COMMITTEE
AND
NORTON TEACHERS' ASSOCIATION

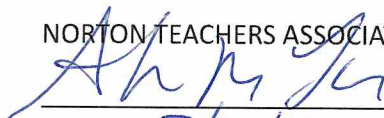
The Norton School Committee (the "District" or the "Committee") and the Norton Teachers' Association (the "Association") hereby agree to the following Amendment to the contract in effect from September 1, 2017 through August 31, 2020:

THEREFORE,

The parties hereby agree to the following:


Beginning with the 2019-2020 School Year, the Association agrees to add to Appendix A under Norton High School Coaches a Basketball and Track Unified Head Coach and Basketball and Track Unified Assistant Coach. The stipend will be \$2,367.95 for the Basketball Unified Head Coach and \$1,390.58 for the Basketball Unified Assistant Coach. The stipend will be \$3,550.42 for the Track Unified Head Coach and \$2,085.87 for the Track Unified Assistant Coach.

NORTON TEACHERS ASSOCIATION



Date 7/18/19

FOR THE NORTON SCHOOL COMMITTEE



Date 7/29/19

**MEMORANDUM OF AGREEMENT
NORTON SCHOOL COMMITTEE
AND
NORTON TEACHERS' ASSOCIATION**

The Norton School Committee (the "District" or the "Committee") and the Norton Teachers' Association (the "Association") hereby agree to the following Amendment to the contract in effect from September 1, 2017 through August 31, 2021:

THEREFORE,

In response to the COVID19 pandemic and the closing of schools during the Spring of 2020 the parties hereby agree to the following:

- School Psychologists, Speech Language Pathologists, Occupational Therapists, Physical Therapists, and Team Chairs will be compensated \$45 per hour for the completion of student evaluations.
- General Ed and Special Ed teachers asked to attend meetings will be compensated \$32 per hour.

All other terms and conditions shall remain unchanged.


NORTON TEACHERS ASSOCIATION



Date

7/14/2020

**FOR THE NORTON SCHOOL
COMMITTEE**



7/15/20

Date

**MEMORANDUM OF AGREEMENT
NORTON SCHOOL COMMITTEE
AND
NORTON TEACHERS' ASSOCIATION**

The Norton School Committee (the "District" or the "Committee") and the Norton Teachers' Association (the "Association") hereby agree to the following Amendment to the contract in effect from September 1, 2017 through August 31, 2020:

THEREFORE,

The parties hereby agree to a one-year contract extension for the period September 1, 2020 through August 31, 2021 with the following modifications:

- 1% increase to Appendix A Salary Schedule and Supplementary Compensation for FY21
- \$500 added to each category of Longevity Pay (10 years, 15 years, 20 years, 25 years, and 30 years)

All other terms and conditions shall remain unchanged.

NORTON TEACHERS ASSOCIATION

Sara Norton
Rachel [unclear]

June 17, 2020
Date

**FOR THE NORTON SCHOOL
COMMITTEE**

[Signature]
6/25/20
Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE NORTON PUBLIC SCHOOLS SCHOOL COMMITTEE
AND
THE NORTON TEACHERS ASSOCIATION

This MEMORANDUM OF AGREEMENT is entered into by and between the Norton Public Schools School Committee (hereinafter the "Committee") and the Norton Teachers Association (hereinafter the "Association") and collectively referred to as "the Parties".

WHEREAS, the Committee and the Association have entered into a collective bargaining agreement for the period September 1, 2017 through and including August 31, 2020 with all accompanying MOA's; and

WHEREAS, on June 25, 2020 the Department of Elementary and Secondary Education (DESE) issued guidance requiring school districts to develop a plan each for Remote Learning, In Person Instruction, and a "Hybrid" model for the forthcoming 2020-2021 school year; and

WHEREAS, the ongoing COVID-19 pandemic has given rise to a host of unprecedented challenges to safety of students and staff necessitating changes to pedagogical practice as well as District operations; and

WHEREAS, the parties anticipate further guidance from DESE and other regulatory bodies that will cover matters which may require further negotiations;

NOW, THEREFORE, in consideration of mutual covenants and promises, the parties agree as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for both the Norton Teachers' Association and the Norton Paraprofessional/Library Media Association for the period September 1, 2017 through and including August 31, 2020 and all accompanying MOA's, shall continue in full force and effect, except as modified by this MEMORANDUM OF AGREEMENT. This agreement will be reviewed after 6 weeks as per the vote of the Norton School Committee or sooner if agreed upon by both parties.
2. The DESE has approved a 170-day 2020-2021 school year so that the district and its employees may plan and prepare for multiple scenarios and learning methods. Therefore, the start of the school year shall be September 16, 2020. The Department of Elementary and Secondary Education (DESE) advisory on reopening released on June 25, 2020 requires Districts to develop three (3) plans to educate students, including a plan for all remote learning
3. The District and the Association formed a joint labor management committee (JLMC) with equal parts from each group and representatives from each unit in the Spring. This group will continue to discuss and negotiate all changes from one (remote, hybrid, and in-person) model to

another. The parties shall open negotiations to move to another phase based on the metrics below in sections 22 and 28. These metrics are merely a trigger to begin negotiations and do not require the parties to move to another phase/model.

5. All 10-month employees, in all units, will begin work on August 31, 2020. August 31, 2020 and September 1-3, 8-11, 14-15 will be used for Professional Development on such topics as remote learning platforms, development of reentry protocols, and physical school set-up appropriate to DESE/scientific health information and protocols. The District will strive to get close to a 50/50 split for time mandated by the District and time for the employee to prepare for the upcoming year, but this will vary by role.

6. During the Hybrid Model Phase, all Mondays will be ½ teacher workdays to be used for technology support, curriculum building, professional development, wellness/remote check-ins and teacher collaboration and planning. Paraprofessionals shall use this time to meet with students, provide feedback, or otherwise assist in student learning. Paraprofessionals may also use this time for professional development and to meet with other staff and collaborate.

7. Learn At Home Days during Hybrid Model: Teachers will prepare videos for students on the "learn from home" days that will address the content connection to in-person learning, reinforce expectations of the work to be done and clarify understanding. A video for each content area/class is expected (ex: Elementary ELA/Elementary Math/Science or 8th Grade Math/8th Grade Advanced Math or US I/ USII/ AP Euro). Students will be responsible for assignments. Assignments may be graded depending on the expectation of the assignments. As part of the 30 hours of time that is currently in the CBA, teachers will also be available 30 minutes twice per week to connect with students in the Hybrid Model. This is scheduled at the building level. General educators will either be responsible for In-Person Learning or Parent Selected Remote Learning, but never both simultaneously during any period of Hybrid Learning. Special Educators, Paraprofessionals, Therapists, and Specialists may need to provide specialized instruction both In-Person and Remotely to provide delivery of services. In these cases, every effort will be made to minimize transitions between In-Person and Remote.

8. Illness:

Aside from outlined here, all rules regarding leaves in the CBA shall apply.

a. Staff who are required to take a leave, based on a required COVID-19 quarantine due to a traceable workplace exposure or workplace suspected exposure will not be required to use their sick leave during the period of quarantine. On a case-by-case basis, the parties will determine whether or not the staff member will work remotely during this time. The provisions of sick time and personal days remain applicable, at any point during the quarantine, for the staff member working remotely.

b. Staff who are required to take a leave, based on a required COVID-19 quarantine not due to a traceable workplace exposure or workplace suspected exposure (i.e. member of household tests positive), will be required to use their sick time during the period of quarantine. On a case-by-case basis, at the request of the staff member, the parties will determine whether or not the staff member can work remotely during this time. If determined they can, the staff member will not have to use his/her sick days. Any employee or their family member who has a pre-existing condition or other illness that prevents them from physically working in the building shall follow the district protocol for

applying for leaves. These employees will be given the preference for any remote teaching position that becomes available if they are able to fulfill these duties.

- c. For the 2020-2021 school year, educators can donate a sick day to a specially dedicated COVID-19 sick bank. These days will only be allowed to be used for COVID-19 related illnesses. The committee agrees to negotiate any unused days for future use.

9. Teacher/Paraprofessional requirements: A comprehensive document of expectations for both teachers and paraprofessionals will be developed by the joint labor committee and released to all staff and parents/guardians. These expectations will be reviewed on a regular basis and adjusted to meet the unique needs of each model of teaching and learning. This document can be found [here](#).

10. Evaluation: Because of the unique nature of online learning, all evaluation and evaluation cycles shall be modified to focus on professional learning goals around the areas of technology integration, meeting the needs of all students and SEL. This process will be formalized through a joint committee by October 1st. Educators in their first three years will complete a more formal process with observations at least twice a year by their administrator. Previously agreed Evaluation language and evaluation cycles shall resume once the District returns to full in-person learning.

11. Technology: All staff shall be provided by the District, at no cost to the employee, a laptop containing sufficient hardware and software to conduct all requirements. The District shall determine the appropriate platforms for on-line instruction. Educators shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the on-line instruction with another platform, they will provide the resource for review by their supervisor

12. Special Education: Educators will meet with caregivers to determine a service schedule for the least restrictive environment according to education plans to provide said services and then, if necessary, waivers from the district shall be granted. Special education faculty and staff, including Paraprofessionals, will provide inclusion services in general education sessions. Special Education faculty and staff will be allowed to hold small group synchronous sessions to meet the requirements of students' education plans.

13. Parent Engagement: All team meetings will be conducted remotely whenever possible. Parent teacher conferences and other events order to maintain connections and provide families with an overview of curriculum, etc shall be conducted remotely over a device of an employee's choosing.

14. Student Code of Conduct: The District, in partnership with the NTA, will create guidelines for student code of conduct during remote learning.

15. The parties acknowledge the challenges that may be associated with maintaining student confidentiality while remotely conducting meetings or engaging with students. Educators will take reasonable steps to protect such confidentiality, such as conducting interactions in private and/or away from family members whenever possible. The District shall otherwise assume any and all liability for student privacy violations that may occur, to include, but not be limited to, violations of FERPA and/or HIPAA.

16. If an employee is aware of any scenario that they, in their good faith judgment, deem to be dangerous, they will immediately notify their supervisor. There will be no reprisals for exercise of this provision or any other contained in this agreement.
17. Mask Breaks: All students and staff will be provided not less than two (2) mask breaks each day, exclusive of their lunch period, which will be taken outdoors when possible, with social distancing maintained.
18. Grading: Each grade level shall follow the same grading protocols as physical instruction and shall follow the terms of the Collective Bargaining Agreement (CBA).
19. All coach, advisory and any other stipend normally paid under the collective bargaining agreements (CBA)s shall be prorated if they do not meet or fulfill their contracted requirements/duties. Any changes to stipended positions are subject to negotiation.
20. The district will determine appropriately designed places for students and staff to eat lunch with the endeavor to not utilize shared spaces or spaces where some members are masked and some are unmasked. The District will have each building inspected for pest infestation and treated, if necessary, to the full extent permitted by law. A report of each inspection and remedial measure taken will be provided by the vendor used for pest control to the Association and the District. In all cases, six (6) feet of social distancing will be observed, unless necessary for student IEP guidance. To the extent possible, contact with other adult supervisors shall be limited and consistent within cohorts.
21. The building safety procedures and protocols shall be clearly communicated to staff and families. Staff must be aware, understand and provide students with safety protocols.
22. Ventilation: The District has taken and will continue to take the following actions to increase ventilation and increase indoor air quality in buildings and classrooms:
- Schools **with** automated HVAC systems will operate with open dampers to all as much air in as possible without affecting recommended humidity (generally 40%-60%) and temperature levels (generally 68-77);
 - Schools **without** automated HVAC systems will operate with a combination of mechanical ventilation and open windows to maintain maximum ventilation without affecting recommended humidity (generally 40%-60%) and temperature levels (generally 68-77);
 - Humidity assessments will be done as requested by the association
 - Air handlers will run consistently starting August 26 and windows will be opened for the day two hours prior to building occupancy and for two hours after building occupancy;

- Workspaces will be supplemented with HEPA filtration units where building HVAC systems are non-functional to the guidelines above and cannot be upgraded in a timely manner. These will be installed prior to individual workspace occupancy. Employees will be alerted if his/her workspace(s) is affected by August 28.
- All HVAC and UV system filters will be upgraded to the highest density filter that can be accommodated for that unit and in no instances lower than a MERV 8;
- HVAC preventative maintenance will be performed quarterly and visibly documented on a sheet/sticker affixed to the front of the unit ventilator for maintenance tracking. MERV rating will be listed on the sticker;
- In workspaces for which the HVAC system cannot maintain 6 air exchanges per hour, the district will provide, install and maintain window fans to create a continuous air exchange;
- Workspaces that do not meet the above criteria will be taken offline.
- Any air purifier purchased by a staff member for workspace use will be maintained by said staff member and will be openly identified as personal property.
- Windows in rooms must be able to open. Windowless classrooms and offices will be relocated or individual HEPPA air filters will be installed in those spaces.
- Educators will be able to work outdoors if they choose.
- Fully operating bathroom vents and fully ventilated changing areas.

23. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have come in contact with the infected individual shall be notified. The District shall put into place contact tracing protocols that allow for rapid identification and response to new cases and prevention of community spread, especially among disproportionately vulnerable school communities.

Protocols include:

- a. Seating assignments to support effective contact tracing;
- b. Quarantine protocols for active infections within the school community;
- c. Clear procedures for confirming that members of student households do not have the coronavirus;
- d. Capping student and staff transitions to a maximum of six (6) scheduled transitions during the school day in an effort to contain potential outbreaks of COVID-19 and engage in effective contact tracing where feasible.

24. The district will aggressively pursue free, onsite COVID testing for all bargaining unit members. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved.

25. Isolation Rooms: An isolation room will be established within every building for the purpose of sequestering any student exhibiting symptoms until they can be picked up by their guardian or other adult authorized to remove the child from school.
26. Work Hours: No member will be required to work an amount in excess of that which they would during normal school operation.
27. Health and Safety:
- a. The District shall provide each employee with Personal Protective Equipment (PPE), which will be delivered to the employees' worksite and available prior to the employees' report time, including but not limited to face shields, face masks, gloves, and gowns. When appropriate, special consideration must be given to special needs populations including, for example, clear masks for the deaf and hard of hearing and gloves and gowns or scrubs for teachers who engage in diapering, toileting or otherwise is likely to be in close proximity to their students.
 - b. All classrooms and offices will have a window that is able to open to allow in fresh air.
 - c. No member will incur any out-of-pocket expense for any item needed to ensure safety precautions or to adapt to changes which must be made as a result of the pandemic.
 - d. All staff required to work in person will be given a work space that allows for a minimum of 6 ft of social distance from other employees. Any individual assigned to a space that does not allow for six (6) foot social distancing will be given another workspace or have a divider installed.
 - e. The District shall provide and replenish adequate supplies of hand sanitizer, soap, disinfectant cleaner, and paper towels for every employee in their workspace.
 - f. Plexiglass barriers will be installed on the front office counters by August 31, 2020.
 - g. All buildings will be closed to the public and no visitors will be permitted to enter the buildings where feasible. The community will be advised that the usage of District grounds shall be off limits during school hours.
 - h. Any outside contracted work arranged by the Superintendent of Schools, director of maintenance, or their designee, will be communicated before it begins.
28. Public Health Benchmarks: Student and staff health and safety are of the utmost concerns for the parties. To that end, the parties will meet no less than twice a week to review and consider established public health benchmarks and the potential impact such data may have on the phased approach to reopening, as set forth below. Such meetings shall occur at least every Monday and Thursday morning, beginning on August 20, 2020 in order for the parties to review the then-most-current data related to the presence of COVID-19 in Bristol County, generally, and the Town of Norton, specifically, and consider what, if any, impact such public health data points may have on either the movement to the next phase of reopening or the continuation of the then-current phase. Either party, based on its observation of emerging data, may request an emergency meeting of the parties. The other party shall be available to meet within 24 hours of the request.

During these meetings the parties shall, minimally, consider the following data:

- The Massachusetts Department of Public Health COVID-19 metrics pertaining the 14-day average daily cases per 100,000 and correlated color-coded metric and DESE expectations for learning model, set forth below:

Color-coded metric	Average daily cases per 100,000	DESE expected learning model
RED	Average daily cases per 100,000 is greater than 8	Remote
YELLOW	Average daily cases per 100,000 is between 4 - 8	Hybrid OR Remote (if extenuating circumstances)
GREEN	Average daily cases per 100,000 is less than 4	Full-time in-person OR Hybrid (if extenuating circumstances)
UNSHADED	Fewer than 5 total cases over the past 14 days. Generally, this is for communities with small populations and very few cases.	

**Measured as a 14-day rolling average and will be tracked weekly as part of the color-DTI dashboard*

The scope of consideration will focus on the metric for the Town of Norton and other local communities. .

- Updated metrics at least weekly with the goal of twice weekly. Daily Bristol County COVID-19 case numbers as sent to the Superintendent and NTA President, daily.
- Other indicators of local experience, including any positive tests for staff and students, and/or any possible exposures and quarantines among District staff and/or students. (See, "[Protocols for responding to COVID-19 scenarios in school, on the bus, or in the community setting](#)," published on July 17, 2020 (and as otherwise updated)).

Based on the above factors, and weekly meetings with the LMC, the District will determine whether the instructional model (in-person, hybrid, remote) needs to be modified at a classroom-level, partial building-level, building-level or district-wide.

29. Educators will enjoy the same level of professional autonomy and discretion for determining the proper curriculum within established frameworks as during normal school operation.

30. During Remote Learning, District administration will be able to transfer Paraprofessionals from areas of lower need to areas of higher need in the interest of the equitable distribution of work, efficient utilization of personnel, and supporting student needs. The district will ask for volunteers to transfer first, and a timeline of no more than 3 business days will be allocated to complete the process. Paraprofessionals will receive all necessary training. Paraprofessionals will communicate with teachers to support students, participate in synchronous learning, help with student support, facilitate small groups in concert with teachers, take attendance and provide record thereof to the teacher, help to find and organize learning resources, and track work that is turned in without grading. Paraprofessionals will not be responsible for designing instruction.
31. There shall be a commitment to increased health, emotional, and academic support for students, families, and staff, many of whom will restart school having experienced trauma from the health and economic effects of the pandemic. Increased mental health and academic supports through increased staffing of School Adjustment Counselors, School Social Workers, School Psychologists, and Guidance Counselors; explicit plans to carry out health and safety protocols without resorting to punitive policing and punitive measures that disproportionately impact students of color; a commitment from the Norton School Committee to actively lobby the state legislature and the DESE for a moratorium on high-stake testing; and explicit plans for providing IEP required services, including compensatory services, for students with disabilities.
32. Employee Assistance programming supporting the mental health and emotional wellness for school staff currently available through Human Resources shall be publicized to all staff members on a regular basis.
33. Educators who are required to rotate between classrooms to teach shall be provided reasonable accommodations and supplies to aid in the transition. The District shall structure the class schedule to minimize as much as possible the number of total contacts, distance unit members who must travel between classes, and assist those who have physical barriers to such movement.
34. In-Person Staff Meetings/Professional Development: When possible, all meetings shall be conducted virtually. The District shall not require in-person staff meetings or professional development if the District cannot ensure the following:
- a. A minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting
 - b. All other social distancing protocols will be followed
35. There shall be an emphasis on hygiene that ensures our students and staff have the supplies, time, and school administration support to mitigate viral spread according to epidemiological best practices. The following measures shall be taken:
- a. Installation of hand-washing stations in every entryway and classroom;
 - b. Strict cleaning and sterilizing regimens for all classrooms, restrooms, and workspaces;

- c. Designated rooms staffed by medical professionals for isolating students and staff who exhibit symptoms; and
- d. Improved air quality in classrooms and buildings to reduce the likelihood of viral buildup in an enclosed space, including plans to ensure comfortable classroom temperatures.

36. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected as needed during the day, including but not limited to desks/tables, computer keyboards, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. Each workspace will have a posted cleaning schedule that includes the date and time of each cleaning. The Health and Safety Committee and the Association will have regular access to all cleaning schedules and logs.

37. If the district is closed due to a Covid-19 outbreak but it is determined that specialized staff are safe to return to the working environment, further impact bargaining must take place.

38. Remote Monday attendance within the staff members building is optional unless provided at least two weeks notice for specific training. The NTA may also seek the request via the administration as needed and with the same timeline.

39. Teleservices will be provided based on clear guidance and professional development, if needed in order to meet the needs of students. Said practice to be provided based on case load.

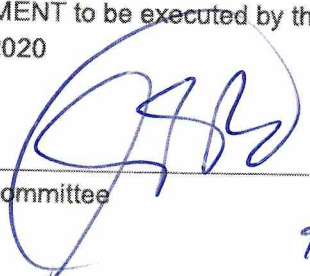
40. This agreement shall not be modified except for in writing and by mutual agreement and consent of both parties.

41. The parties recognize that these are unusual circumstances and an evolving situation. Therefore, this agreement shall not be used as evidence of precedent or past practice.

42. This agreement shall sunset at the conclusion of the 2020-2021 School year.

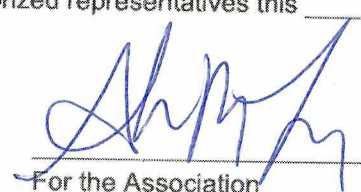
WHEREFORE, the Committee and the Association have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this _____ day of August 2020

For the Committee



9/9/20

For the Association



Staff Expectations

The guidance below outlines the expectations of all staff members during the 2020-2021 school year. While the model of instruction may change over time, these expectations attempt to address consistent actions.

Staff	Responsibilities
General Education Classroom Teachers	<ul style="list-style-type: none"> • Provide daily instruction from their classrooms (unless specific accommodations have been made), including periods of remote instruction. • Create daily videos for students on the “learn from home” days that will address the content connection to in-person learning, reinforce expectations of the work to be done, and clarify understanding. A video for each content area/class is expected (ex: Elementary ELA/Elementary Math/Science or 8th Grade Math/8th Grade Advanced Math or US I/ USII/ AP Euro). Videos must be released to students no later than 30 minutes prior to the start of the school day. • Utilize district and school-based curriculum maps and scope & sequence documents to ensure alignment across grade levels and courses. • Utilize district approved curriculum resources for instruction. In addition, teachers are encouraged to use their professional judgment and experience in order to select appropriate resources and methods for teaching grade-level standards in order to best prepare students for the next level. • Collaborate with colleagues including special educators and therapists that are part of your students’ teams to ensure that the needs of all students are being met. • All teachers in grades 6-12 are required to share Google Guardian summaries for Google Classroom unless another mode has been identified by the district. • Respond to student/parent questions and concerns within 48 hours. • It is <u>best practice to provide feedback</u> and commentary on student work and engage students in their progress as practical. Teachers will also grade students using our district assessments and report cards and department agreed-upon practices. • Teachers in Grades 6-12 will maintain Google Classrooms for all classes, posting classroom assignments and resources for students to access easily. The Google Classroom must include a course syllabus that delineates grading policy, grade weighting description, homework, late work and retake policies. • Teachers in Grades Pk, K, and 1 will utilize Seesaw for student assignments and parent communication. • Teachers in Grades 2-5 may choose to use Seesaw and/or Google Classroom for use with their students. • Curriculum leaders/ ACs will facilitate collaboration with colleagues across grade levels/buildings/departments as needed.
Special Education Teachers	<ul style="list-style-type: none"> • Provide daily instruction from their classrooms (unless specific accommodations have been made), including periods of remote instruction

	<ul style="list-style-type: none"> • Provide teleservices to students to meet the needs of individual IEPs based on school, cohort and individual student schedules and may include “parent remote learning” students • Utilize district and school-based curriculum maps and scope & sequence documents to ensure alignment across grade levels and courses. • Utilize district approved curriculum resources for instruction. In addition, teachers are encouraged to use their professional judgment and experience in order to select appropriate resources and methods for teaching grade-level standards in order to best prepare students for the next level. • Respond to student/parent questions and concerns within 48 hours • Per DESE Guidance liaisons are required to have a phone call/virtual meeting with each parent/guardian of their students to discuss and document any changes or modifications related to service delivery and possible compensatory services during the 10 days before the start of school or by the end of the first full week of school. • Will continue to maintain all appropriate and mandated IEP materials and documentation including data sheets and other progress monitoring tools. • Participate in IEP meetings and progress reviews as requested by the Team Chair and complete required paperwork and evaluations per regulations.
<p>Guidance Counselors, SAC, Psych</p>	<ul style="list-style-type: none"> • Be available daily for work emails (e.g. parents, students, staff members, administration, etc.) • Participate in IEP meetings as requested by the Team Chair and complete required paperwork and evaluations per regulations. • Offer opportunities for live student supports and check-ins as needed in both a face to face and remote model as needed. • Schedule and/or participate in 504 review meetings as appropriate. • Collaborate with peers/teachers on materials to support mental health and engagement. May include attending virtual and in-person classroom activities or co-presenting lessons. • Call community providers of high-risk students to get updates and/or determine needs. • Continue to work on time-sensitive activities related to scheduling, tracking senior requirements, provide college acceptance materials as needed. • Conduct in-person and/or remote related individual, group, or whole class sessions related to areas such as SEL, mental health, college and career, scheduling, or other related and appropriate topics. • Provide teleservices to students to meet the needs of individual IEPs/504 plans, based on school, cohort, and individual student schedules which may include “parent remote learning” students. • High School Guidance Counselors will conduct virtual family nights on topics such as the college application process or other related topics. • Participate in building based SST or Cabinet teams to discuss high-risk students.
<p>Related Services (OT, SLP, PT)</p>	<ul style="list-style-type: none"> • Be available daily for work emails (e.g. parents, students, staff members, administration, etc.). • Per DESE Guidance liaisons are required to have a phone call/virtual meeting with each parent/guardian of their students to discuss and document any changes or modifications related to service delivery and possible

	<p>compensatory services during the 10 days before the start of school or by the end of the first full week of school.</p> <ul style="list-style-type: none"> • Will continue to maintain all appropriate and mandated IEP materials and documentation including data sheets and other progress monitoring tools. • Provide teleservices to students to meet the needs of individual IEPs based on school, cohort, and individual student schedules which may include "parent remote learning" students. • Work with colleagues to provide accommodations to meet student needs • Provide specialized instruction to students as appropriate. • Offer opportunities for live student supports and check-ins as needed in both a face to face and remote model as needed. • Provide suggestions for families. • Participate in IEP meetings as requested by the Team Chair and complete required paperwork and evaluations per regulations. • Complete all report writing for testing that has taken place and is complete. Please submit to your Team Chair.
<p>BCBA, COTA, SLPA</p>	<ul style="list-style-type: none"> • Be available daily for work emails (e.g. parents, students, staff members, administration, etc.). • Participate in IEP meetings as requested by the Team Chair and complete required paperwork per regulations. • Provide suggestions for families. • COTA and SLPA may provide teleservices to students to meet the needs of individual IEPs based on school, cohort, and individual student schedules including "parent remote learning" students. • Complete Special education progress reports, as scheduled
<p>Team Chairpeople</p>	<ul style="list-style-type: none"> • Be available daily for work emails (e.g. parents, students, staff members, administration, etc.). • Schedule and hold virtual team meetings until such time as in-person meetings can be held again. • Maintain and keep current internal processes and digital organizational tasks regarding special education enrollment, active/inactive records in esped, transitions between schools, Transportation, mass health, and general education access to special education information. • Maintain, keep current and collaborate with other district stakeholders for internal processes and digital organizational tasks for October 1 & March reporting, other necessary state reporting, student record keeping and maintenance. • Stay current in use and understanding of district student record systems such as Esped and School Brains and participate in any necessary professional development to maintain or improve your use of district student record systems. • Review and complete online paperwork for all IEPs and meetings completed prior to the closing of schools. When summer evaluations and IEPs are completed they should be emailed directly to Alex Sanborn and Casey Russo. • Verify completion of progress reports, maintain a list to be printed for student files upon return to school.
<p>Special Subject Teachers (PE, Art,</p>	<ul style="list-style-type: none"> • Provide daily instruction from their classrooms (unless specific accommodations have been made), including periods of remote instruction

Music, Computer, Library)	<ul style="list-style-type: none"> • Utilize district and school-based curriculum maps and scope & sequence documents to ensure alignment across grade levels and courses. • Utilize district approved curriculum resources for instruction. In addition, teachers are encouraged to use their professional judgment and experience in order to select appropriate resources and methods for teaching grade-level standards in order to best prepare students for the next level. • Collaborate with colleagues including special educators and therapists that are part of your students' teams to ensure that the needs of all students are being met. • All teachers are required to share Google Guardian summaries for Google Classroom unless another mode has been identified by the district. • Respond to student/parent questions and concerns within 48 hours. • It is <u>best practice to provide feedback</u> and commentary on student work and engage students in their progress as practical. Teachers will also grade students using our district assessments and report cards and department agreed-upon practices. • Elementary special subject teachers may choose to use Seesaw and/or Google Classroom for use with their students. • Library Media Specialists will also provide digital learning guidance and/or instructional resources to staff.
Paraprofessionals	<ul style="list-style-type: none"> • Be available daily for work emails (e.g. staff members, administration, etc.). • Per teacher direction, provide daily support and/or instruction from their classrooms (unless specific accommodations have been made), including periods of remote instruction. • Communicate with teachers and administrators, as needed • Support teachers with student activities and needs as mutually determined including toileting, diapering, hand over hand cueing, safe and appropriate crisis management, and other related interventions based on the needs of the student population. • Provide teleservices to students to meet the needs of individuals based on school, cohort, and individual student schedules which may include "parent remote learning" students. • Complete professional development training as assigned by district administration.
Nurses	<ul style="list-style-type: none"> • Be available daily for work emails (e.g. parents, students, staff members, administration, etc.). • Monitor updates and disseminate appropriate information as it relates to the current situation from local and federal organizations such as CDC, NIH, WHO at the direction of Central Office • Develop lessons that address student health and wellness issues • As needed, support district community outreach • Prepare nurse report and participate in virtual IEP meetings as requested by the Team Chair
Reading & Math Interventionists/ ELL Teachers	<ul style="list-style-type: none"> • Provide daily instruction from their classrooms (unless specific accommodations have been made), including periods of remote instruction. • Provide teleservices to students to meet the needs of individuals based on school, cohort, and individual student

	<p>schedules which may include "parent remote learning" students.</p> <ul style="list-style-type: none"> • Work with colleagues to provide accommodations to meet student needs. • Offer opportunities for live student supports and check-ins as needed in both a face to face and remote model as needed. • Provide suggestions for families. • Research and plan additional intervention activities.
Coaches	<ul style="list-style-type: none"> • Research and plan additional intervention activities. • Work on long term planning and curriculum projects as assigned. • Support staff through lesson modeling, coaching cycles, etc. • Design professional development opportunities that will support instruction in the hybrid and remote learning models. • Provide teleservices to students to meet the needs of individuals based on school, cohort, and individual student schedules which may include "parent remote learning" students. • Work with colleagues to provide accommodations to meet student needs.

**MEMORANDUM OF AGREEMENT
NORTON SCHOOL COMMITTEE
AND
NORTON TEACHERS' ASSOCIATION**

The Norton School Committee (the "District" or the "Committee") and the Norton Teachers' Association ("the Association") hereby agree to the following Amendment to the contract in effect September 1, 2017 through August 31, 2020:

THEREFORE,

The parties hereby agree to a one-year extension for the period of September 1, 2021 through August 31, 2022 with the following modifications:

- 2% increase to Appendix A Salary Schedule and Supplementary Compensation for FY22

All other terms and conditions shall remain unchanged.

NORTON TEACHERS' ASSOCIATION

**FOR THE NORTON
SCHOOL COMMITTEE**

Robert C. M. M. M.

Oranun Agras

Sarah H. H.

December 10, 2020

DATE

Joseph F. Beath

12-17-20

DATE

Appendix A
Salary Schedule
Fiscal Year 2021-2022 Salary Schedule
2%

FY22	2.00%						
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
1	\$45,515	\$46,400	\$48,183	\$48,997	\$50,254	\$51,760	\$53,270
2	\$50,018	\$50,902	\$52,722	\$53,551	\$54,798	\$56,442	\$58,087
3	\$52,997	\$53,867	\$55,713	\$56,545	\$57,793	\$59,530	\$61,263
4	\$56,058	\$56,945	\$58,833	\$59,627	\$60,883	\$62,711	\$64,534
5	\$59,157	\$60,022	\$61,950	\$62,758	\$64,013	\$65,933	\$67,853
6	\$62,181	\$63,067	\$65,007	\$65,813	\$67,082	\$69,097	\$72,204
7	\$65,285	\$66,142	\$68,132	\$68,941	\$70,200	\$72,308	\$74,413
8	\$68,354	\$69,240	\$71,264	\$72,069	\$73,320	\$75,519	\$77,719
9	\$71,564	\$72,425	\$74,491	\$75,287	\$76,545	\$78,841	\$81,138
10	\$76,986	\$78,056	\$79,918	\$80,724	\$81,984	\$84,443	\$86,836
11			\$81,092	\$81,899	\$83,159	\$85,652	\$88,149
12			\$84,661	\$85,149	\$85,408	\$87,970	\$90,532
13				\$86,511	\$88,506	\$91,164	\$93,819
14					\$89,870	\$92,551	\$95,230

**MEMORANDUM OF AGREEMENT
NORTON SCHOOL COMMITTEE
AND
NORTON TEACHERS' ASSOCIATION**

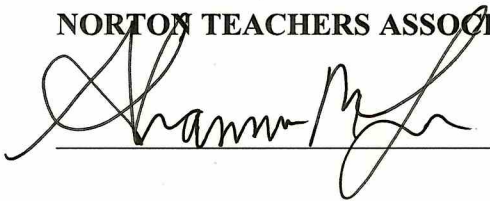
The Norton School Committee (the "District" or the "Committee") and the Norton Teachers' Association (the "Association") hereby agree to the following Amendment to the contract in effect from September 1, 2017 through August 31, 2022:

THEREFORE,

The parties hereby agree to the following:

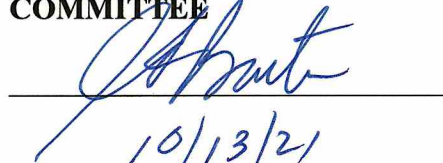
Beginning with the 2021-2022 School Year, the Association agrees to add to Appendix A under Co-Curricular High School, a National Business Honor Society Advisor. The stipend for the 2021-2022 School Year will be \$1,628.53.

NORTON TEACHERS ASSOCIATION



10/8/21
Date

**FOR THE NORTON SCHOOL
COMMITTEE**


10/13/21
Date