

AGREEMENT
BETWEEN
THE
NORWELL SCHOOL COMMITTEE
AND
THE EDUCATION ASSOCIATION OF NORWELL

2022 - 2025

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AGREEMENT

Agreement made this 1st day of September 2022, by and between the NORWELL SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the EDUCATION ASSOCIATION OF NORWELL (hereinafter referred to as the "Association").

ARTICLE I Recognition

A. For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the Committee recognizes the Association as the exclusive representative of all professional teaching employees of Norwell Public Schools, including Department Heads, Supervisors, Directors, Assistant Directors, Specialists, listed in Article VII, Section B hereof, Occupational Therapists, and Nurses; but excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Athletic Director, Administrative Assistants, Central Office Directors and Substitute Teachers.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "teachers".

B. Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplement thereof, or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers and authority held by the Committee and the Superintendent and principals prior to the effective date of this Agreement are retained by the Committee and the Superintendent and principals and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

ARTICLE II Negotiation Procedure

A. 1. Not later than September 15th of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment. Such negotiations will include any matters covered by this Agreement and any other matters, which the parties may mutually agree to be negotiable or which by law may be held to be negotiable. Any Agreement so negotiated will apply to all teachers covered by this Agreement, and will be reduced to writing and signed by the Committee and the Association.

2. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

B. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matters whether or not covered by this Agreement and

whether or not within the knowledge or contemplation of either or both of the parties at the time of negotiation or execution of this Agreement.

C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III Grievance Procedure

A. Definitions

1. A "grievance" is hereby defined to mean (a) a dispute arising from a complaint by any teacher or teachers covered by this Agreement, relating to the meaning, interpretation, or application of any of the express terms and provisions of this Agreement; or (b) a dispute arising from a complaint by the Committee or by the Administration of Norwell Public Schools that the Association has violated any of the express terms and provisions of this Agreement.

2. The "Superintendent" referred to herein shall mean the Superintendent with jurisdiction over Norwell Public Schools.

3. Review of decisions to dismiss, suspend, or demote a teacher, or reduce a teacher in salary, shall not be arbitrable, instead, a teacher aggrieved by such a decision may exercise such rights (if any) as he or she may have to a review of such decisions pursuant to Chapter 71, Section 42.

B. Purpose

1. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise in connection with the application or implementation of any of the express terms and provisions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Any aggrieved teacher may individually present and adjust their grievance through the grievance procedure of this Agreement, or through normal administrative channels, without intervention by the Association, provided that the Association is afforded the opportunity to be present at all stages of the grievance procedure, and provided further that any adjustment shall not be inconsistent with the express terms and provisions of this Agreement. Any aggrieved teacher may be represented at all stages of the grievance procedure by a person of their own choosing, except that the teacher may not be represented by an official or representative of any teacher organization other than the Association or any organization with which the Association is affiliated.

C. Procedure for Adjusting Teachers' Grievances

The time limits contained herein shall be considered maxima unless extended by mutual agreement. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefor. Decisions rendered at Level Four will be in accordance with the procedures set forth in Paragraph 4(c) of this Section.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time

limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. If a grievance is in process at the termination of this Agreement, the grievance shall be processed in accordance with the grievance procedure.

1. Level One.

An aggrieved teacher who wishes to present and adjust their grievance through the grievance procedure of this Agreement shall discuss the grievance with their principal or immediate supervisor in an effort to resolve the grievance informally, provided that the request for such discussion shall be made within five (5) school days following the occurrence of the act or condition upon which the grievance is based, or five (5) school days after that teacher reasonably should have known of said occurrence.

2. Level Two.

If the aggrieved teacher is not satisfied with the disposition of their grievance at Level One, the teacher may file a written statement of the grievance with the Superintendent within five (5) school days following the Level One discussion. The Superintendent shall, within five (5) school days following receipt of the written grievance, meet with the aggrieved teacher in an effort to resolve it, and shall, within five (5) school days following said meeting, furnish the answer in writing.

3. Level Three.

If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Two, the teacher may file the grievance in writing with the Committee within ten (10) school days following the date of the Superintendent's answer at Level Two. Within fifteen (15) school days following the receipt of the grievance, the Committee, or its designated representative or representatives shall meet with the aggrieved teacher in an effort to resolve the grievance. The Committee shall render its decision in writing within fifteen (15) school days after said meeting at Level Three, unless said time is extended by mutual agreement.

4. Level Four.

(a) If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Three, and wishes to be represented by the Association in further processing of their grievance through the grievance procedure of this Agreement, the teacher may, within ten (10) school days following the date of the Committee's decision at Level Three, file a written request with the Chairman of the Association's Professional Rights and Responsibilities Committee (hereinafter referred to as the PR&R Committee) for submission of the grievance to arbitration hereunder. The PR&R Committee may, if it believes the grievance to be meritorious, submit it to arbitration hereunder by written notice to the Committee within fifteen (15) school days following the date of the Committee's decision at Level Three.

(b) Within five (5) school days after such written notice of submission to arbitration, the School Committee, or its designated representative or representatives, and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected will conduct hearings and render a decision in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the School Committee and to the Association and, subject to law, shall be final and binding, provided that the arbitrator shall not in any way usurp any of the functions of the School Committee or the proper exercise of its rights, powers and authority under law and this Agreement. The arbitrator shall have no power in any way to alter, add to or detract from the terms and provisions of this Agreement.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

5. The failure to comply with the time limits prescribed above for requesting discussion under Level One, filing grievances under Levels Two and Three, and requesting arbitration under Level Four, and the time limits prescribed in Section D, Subsection 1, below, for filing group grievances at Level Two, shall constitute a waiver of the grievances, or the right to submit said grievances to arbitration, as the case may be.

D. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the said Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two, provided that such a group grievance shall be filed within fifteen (15) days after the occurrence of the act or condition upon which such grievance is based, or after the said Committee should reasonably have known of said occurrence.

2. Unless otherwise requested by an aggrieved teacher, any documents, communications and records involved in the processing of a grievance will be kept in the strictest confidence, and will not be disclosed to any person or persons making inquiries about the said teacher.

3. The Committee and the Administration will cooperate with the Association in the processing of any grievance, and will, upon appropriate request, furnish the Association with such information as is reasonably related to such processing.

4. No teacher shall be discriminated against in any way, or suffer any reprisals, by reason of their having processed, or having participated in the processing of, any grievance under the grievance procedure.

5. Any teacher having a complaint not related to the meaning, interpretation, or application of any of the express terms and provisions of this Agreement may informally discuss said complaint at normal administrative levels, or with the Committee, provided that such complaint shall in no event constitute a grievance referable to the grievance and arbitration procedure of this Agreement.

E. Procedure for Adjusting Grievances of School Committee or Administration

If the School Committee or the Administration shall have a grievance, the Superintendent shall first discuss it with the Association's School Representative, with the objective of resolving the matter informally. If the matter is not satisfactorily resolved in this fashion, the Superintendent may file the grievance in writing with the Chairman of the PR&R Committee, provided that such written grievance must be filed not later than thirty (30) calendar days after the School Committee or the Administration have become aware of the occurrence of the act or condition upon which the grievance is based. The PR&R Committee shall meet with the Superintendent not later than ten (10) school days after receipt of the written grievance with the objective of resolving the grievance. If the grievance has not been satisfactorily resolved within five (5) school days after said meeting, the Committee or the Administration may then refer the grievance to binding arbitration under Level Four of Section C, above.

ARTICLE IV
Salaries

The salaries of all persons covered by this Agreement are set forth in Appendix "A", which is attached hereto and made a part hereof. Salaries of part-time teachers shall be established under Appendix A in proportion to their workloads.

Commencing with the 09-10 school year, unit members may elect to receive their annual salary in twenty-two or twenty-six payments.

ARTICLE V
Teaching Hours and Teaching Load

A. 1. (a) Starting and dismissal times for students will be established by the Committee, provided that (1) the Committee will notify the Association reasonably in advance of any change in said times, and (2) no change in said times will increase the length of the teachers' workday except as may be required because of any regulation or control of the students' day by the Commonwealth of Massachusetts, or any governmental body other than the Committee.

(b) The starting and dismissal times for students, which are in effect as of the date of execution of this Agreement, are as follows:

Elementary Schools (Grades K through 5):	6 hours, 25 minutes
Middle School:	6 hours, 33 minutes
High School:	6 hours, 42 minutes

2. (a) Principals shall advise staff in their buildings of the start and dismissal times of the teacher workday as soon as the Committee adopts school start and dismissal times for students but generally no later than August 1st. As professional educators, it is acknowledged that time must be spent outside the school and workday to ensure the standards and indicators of effective teaching practice are met. How that time is defined is at the discretion of the educator. The School Committee retains the right to establish starting and ending times of school consistent with the unique needs of each school. Starting and ending times may also be adjusted to address program or schedule needs. Each workday shall begin not less than ten (10) minutes before the student day and shall end not less than ten (10) minutes after the

end of the student day, provided teachers may be required to remain for an additional period of thirty (30) minutes on one (1) afternoon between Monday and Thursday in the secondary schools.

(b) The current preparation periods for secondary school classroom teachers (normally one {1} daily preparation period averaging between forty-six {46} minutes and fifty {50} minutes in length) will remain in effect for the term of this Agreement). If a teacher agrees to give up a preparation period or a supervisory period, in order to cover a class, the teacher will be paid the sum of thirty-five (35) dollars for covering such class, in addition to their regular earnings.

(c) The normal teaching schedule for MS classroom teachers shall consist of five (5) teaching periods, one (1) preparation period, one (1) supervisory period, per day, exclusive of homeroom or activity periods. The normal teaching schedule for HS classroom teachers shall have a seven (7) period schedule with a six (6) period day; within this, all teachers will have one preparation period per day. Any teacher who voluntarily teaches a sixth period during periods of temporary staffing needs will receive an additional stipend of 20% of Bachelors step 1. The Committee will not ask a teacher to work a sixth period in order to reduce (i.e. layoff) existing teachers in that subject area. When practical, experience and years of service will be considered, among other factors, by the administration in making these appointments.

B. 1. The work year of teachers (other than newly hired personnel who may be required to attend up to an additional three days of orientation sessions) will begin no earlier than the Wednesday prior to Labor Day and terminate no later than June 30. No work shall be scheduled the Friday prior to Labor Day. The work year for 2022-2023 shall consist of 184 days. The work years thereafter shall consist of 182 days. The work year will include days when students are in attendance, one orientation day prior to the start of the school year (with a minimum of one and one half (1.5) hours dedicated to classroom set-up), and one professional development day.

2. Early Release. The district will schedule a total of thirteen (13) early release days annually at the elementary level and nine (9) early release days annually at the secondary level. The days shall be the Wednesday prior to Thanksgiving, December 23rd (when scheduled as a school day), the last day of school for students, and two of which shall be scheduled for parent conferences. Of the two early release days for parent conferences, one shall be scheduled in the fall and the second in the spring of each year. The remaining days will be for professional development, each session shall be scheduled for two and one half (2.5) hours in length.

C. 1. Teachers may be required to remain before or after their regular workday, as defined in Section A (2)(a) above, without additional compensation, on three (3) days per month, not longer than one (1) hour on each of said days for meetings. The three meetings shall consist of one staff meeting, one curriculum/department meeting, with the third at the discretion of Administration for emergency situations or for New England Association of Schools and Colleges accreditation reviews.

2. Teachers will be required to attend one evening Open House Program per year (not longer than two {2} hours). In addition, teachers will be required to be available for scheduled parent conferences. An EAN representative from each school will attend a District Leadership Team meeting in order to determine the schedule for parent conferences at the elementary and secondary levels. If parents are unable to attend a parent-teacher conference at the times scheduled, teachers will endeavor to connect with parents in a meaningful way through other meeting times or phone/virtual communications.

3. Recognizing that the best interest of the District and the students for whom it has a responsibility will be served if the instructional staff actively encourages and supports effective home-school relations, teachers will be encouraged to attend and/or present at activities intended to promote better communication between the home and the school (e.g. art shows, sporting events, concerts, performances, graduation, school committee outreach meetings, step up nights, kindergarten orientation, or similar events).

4. Attendance required by all at Open Houses/Curriculum Nights. In addition, teachers will be required to be available for scheduled parent conferences. If employed in .5 or more position, teachers will attend all PD.

D. 1. Teachers will have duty-free lunch periods equal in length to the periods during which the students are assigned to the cafeteria for the purpose of eating lunch, and to be taken solely as duty-free lunch periods at the same time as the aforesaid students' lunch periods. If lunch and recess are combined at the elementary level, the lunch period at said level will be a minimum of twenty-five (25) minutes in length.

2. (a) During the term of this Agreement, the Committee will provide preparation periods for elementary school classroom teachers by continuing to relieve them from classroom duties during the presence of specialists or substitutes therefor in their respective classrooms, and during the recess periods provided for in Subsection 3, below. Said preparation periods shall normally average two hundred twenty (220) minutes per week, including an uninterrupted thirty (30) minute preparation each day.

(b) Elementary specialists, including but not limited to art, music and physical education, shall normally average two hundred twenty (220) minutes per week including an uninterrupted thirty (30) minute preparation each day.

3. During the term of this Agreement, teachers will not have recess duty more than one (1) recess period every three (3) weeks, provided that this limitation may be exceeded in emergency situations beyond the control of the Administration or for other good or sufficient reason approved in advance by the Superintendent.

E. Teacher participation in the extra-curricular activities listed in Appendix "B" of this Agreement will be voluntary, and will be compensated for in accordance with the said Appendix.

F. All reasonable efforts will be made to obtain substitutes for absent specialists and teachers in that order.

G. Nurses required to travel to another school to cover for an absent nurse will receive thirty five (\$35) dollars per day for such coverage and will be reimbursed for mileage in accordance with the then applicable rate.

ARTICLE VI

Teacher-Pupil Ratio Reductions in Staff

A. The Committee and the Association recognize the desirability of small class loads. However, the Association recognizes that existing physical facilities and the financial appropriations feasible necessarily influence any implementation of such policy.

B. In classes organized by station at the secondary level, every reasonable effort will be made to maintain equality between the number of students and the number of stations.

C. 1. Nothing in this Agreement shall be construed so as to limit or qualify the Committee's exclusive right to make final decisions as to the number of employees to be employed in the bargaining unit, and any increases or reductions in said number. For the purposes of this Section C, the term "teachers" shall mean teachers with professional status, unless otherwise specified.

2. (a) If the Committee shall determine that a reduction in staff with professional status by layoff is necessary or warranted, the layoff will be carried out, in accordance with the procedures set forth below, within the following Departments:

Elementary Grades K-5	Secondary School <u>Subject Areas:</u>	Special Subject <u>Area K-12:</u>
	English	Art
	Social Studies	Music
	Technology Education	School Counselor
	Consumer Science	Library
	Mathematics	Physical Education/Health
	Business	Speech
	Physics	Special Education
	Biology	Learning Disabilities
	General Science	* Reading
	Chemistry	
	French	
	Latin	
	Spanish	

* In the subject area of Reading, length of service, in Norwell, shall be applied to the units of reading and elementary grades.

(b) (1) For the purposes of possible layoff, the teachers employed in said Departments will be grouped as follows in accordance with their length of service within Norwell Public Schools:

Band One	-	More than 3 years but less than 7 years
Band Two	-	7 years but less than 10 years
Band Three	-	10 years and over

(2) For the purposes of this Section C, length of service within Norwell Public Schools shall be defined as a teacher's total length of continuous service in a teaching position in said system commencing with the beginning of active employment after initial appointment to such a position. Continuous service shall not include any period during which said teacher was not actively employed in a teaching position for any reason, except for the period of leaves of absence granted under Article XX, Section B, Article XXI or Article XXII of this Agreement. A teacher shall be credited with their length of service within the Department in which the teacher is employed at the time of a layoff, and within any other Department in Norwell Public Schools in a position which the teacher is certified to fill

and in which the teacher has previously been employed in Norwell Public Schools for at least one (1) school year or the substantial part thereof.

(c) The Committee will make every reasonable effort to determine in advance the Department(s) in which teachers are potentially vulnerable to layoff. Potential vulnerability shall mean the existence of a substantial likelihood of layoff of teachers. To the extent permitted by the reasonably foreseeable circumstances, the Committee will attempt to make determinations of potential vulnerability two (2) years in advance, provided that any failure by the Committee to make advance determinations of potential vulnerability pursuant to any of the foregoing provisions shall not bar the Committee from laying off any teacher, and shall not constitute grounds for a finding that such layoff is in violation of this Agreement.

(d) Upon a determination of potential vulnerability pursuant to subsection (c), above, the Committee or its designees will, in accordance with the following procedure, judge the relative performance and qualifications of the teachers falling in the lowest relevant Band(s) of the Bands defined in subsection (b)(1), above, in the Department(s) under consideration for possible layoff:

(1) The Superintendent of Schools and the Assistant Superintendent of Schools will review the evaluations for the last three (3) school years completed by said teachers before said determination, and will assign to each such teacher a single numerical rating from 1 to 3 for each of said three (3) school years.

(2) In assigning said ratings, the Superintendent and the Assistant Superintendent will consider the following factors:

Effectiveness of teaching
Interpersonal relationships
Cooperation and planning

(3) In the application of said factors, the Superintendent and the Assistant Superintendent will use the following scale:

3. An unusually positive report noting consistent areas, which would be more than expected - a superior report.

2. A satisfactory report - not characterized by any unusual information from that which would be expected of a good teacher.

1. A report with consistent noted areas of weakness beyond those which would be expected of a good teacher - a negative report.

(4) Each of the said teachers shall receive a total point score consisting of the sum of the points determined pursuant to the foregoing procedure. The total point score of each said teacher shall be recorded in their personnel file, and shall be revised as necessary in subsequent years.

(e) (1) If the Committee shall determine to lay off teachers falling within one or more of Bands One or Two, as defined in subsection (b)(1), above, teachers will be laid off, commencing with Band One, in the inverse order of their point scores as determined pursuant to subsection

(d)(4), above. Ties in such point scores shall be resolved by application of the length of service of the teachers under consideration.

(2) If the Committee shall determine to lay off teachers falling within Band Three, said teachers will be laid off in the inverse order of their length of service. Ties in length of service will be resolved by application of the point scores of the teachers under consideration, as determined pursuant to subsection (d)(4), above.

(3) If, because of a decrease in the number of students in the Norwell Schools, the Committee shall determine that the dismissal of one or more teachers is advisable, then the Committee shall, pursuant to the applicable provisions of Massachusetts General Laws, Chapter 71, Section 42, not dismiss any teacher with professional status for this reason if there is a teacher without professional status whose position the said teacher with professional status is qualified to fill.

(4) a) Recall rights for teachers laid off pursuant to this Agreement shall exist for the period ending with August 31 of the second calendar year following the calendar year in which the layoffs became effective.

b) A teacher with recall rights may be recalled in the inverse order of their layoff to a permanent vacancy in the position from which the teacher was laid off, or in a position for which the teacher is certified and in which the teacher was employed in Norwell Public Schools for at least one (1) school year, or the substantial part thereof, prior to said layoff.

c) Teachers with recall rights shall be deemed to be on leave of absence from Norwell Public Schools for the duration of the recall period. A teacher may elect to have their layoff treated as a dismissal, in which case said teacher shall be afforded their statutory rights under Chapter 71, Section 42 of the General Laws of the Commonwealth of Massachusetts. If said teacher is dismissed, the teacher shall have no recall rights. If a teacher elects to treat the layoff as a leave of absence, the teacher shall waive their statutory rights under Chapter 71, Section 42 of the General Laws of the Commonwealth of Massachusetts, in writing not later than the date on which a vote is to be taken by the Committee in accordance with said Section 42 on whether to dismiss said teacher. If said teacher shall elect to have their layoff treated as a leave of absence, the time spent on such leave shall not, in the event of said teacher's recall, be considered as service in Norwell Public Schools for the purpose of determining their placement on the salary schedule or eligibility for increment.

d) Upon the occurrence of a vacancy which is expected to last for one full school year, or a substantial part thereof, the appropriate teacher on the recall list will be notified by certified mail, postage prepaid, return receipt requested, at their last recorded address. Failure to respond to the Superintendent of Schools with a letter of application for the offered position within fifteen (15) calendar days after the date of said notice, or within ten (10) calendar days after receipt of said notice, whichever period is greater, shall bar said teacher from consideration for recall to the offered position.

e) The Committee agrees not to hire from the outside for a permanent vacancy in a position during the period within which a laid-off teacher is eligible for recall to said position hereunder.

f) Upon recall, teachers will be credited with whatever benefits they may have accrued pursuant to this Agreement as of the time of their respective layoffs. It is agreed that a teacher with recall rights may maintain their membership in the Blue Cross-Blue Shield Medical Insurance Plan or other approved group medical insurance plan and the Life Insurance Plan provided by Article XXVIII of this Agreement, provided that said teachers shall pay the entire cost of such Life Insurance and Blue Cross-Blue Shield or other approved coverage.

g) The Committee agrees to consider teachers with recall rights for substitute work during the period of such rights.

3. Any decision by the Committee as to the manner in which layoffs or recalls shall be carried out under the foregoing provisions shall not be subject to the grievance or arbitration provisions of this Agreement, except on the basis of an alleged arbitrary exercise of judgment by the Committee.

**ARTICLE VII
Specialists and Special Programs**

A. The Committee and the Association recognize the fact that an adequate number of competent specialists in the appropriate categories are essential to the operation of an effective educational program in Norwell Public Schools.

B. In order to implement the foregoing objectives, the Committee will, subject to the provisions of Section D, below, employ during the term of this Agreement the following:

1. Art
 - Elementary
 - Secondary
2. Instructional Technology
 - Elementary
 - Secondary
3. Library
 - Elementary
 - Secondary
4. Literacy
 - Elementary
 - Secondary
5. Math
 - Elementary
6. Music
 - Elementary
 - Secondary
7. PE/Health
 - Elementary
 - Secondary
8. Reading
 - Elementary
9. School Counselor
 - Elementary

- Secondary
- 10. Special Education Teachers
 - Elementary
 - Secondary

C. The Committee will continue its ongoing examination of the Specialists Program, with a view to making such changes or improvements in specific programs, such as remedial and developmental reading, as may be required in its discretion by students' needs.

D. If warranted by an evaluation of students' needs, the Committee may change the allocation among specific subject areas of the total time of the personnel specified in Section B, above. Any decision by the Committee regarding the allocation among specific subject areas of the total time of said personnel shall not be subject to the grievance and arbitration provisions of this Agreement, provided that any transfer of specialists between elementary and secondary schools shall be subject to the provisions of Article XI of this Agreement. Nothing in this Agreement shall be construed so as to limit or qualify the Committee's right to discontinue or eliminate categories numbered 8 through 9, inclusive, in Section B, above, and to reassign the personnel affected thereby, where the foregoing may be warranted by an evaluation of students' needs. Any decision by the Committee pursuant to the foregoing sentence shall not be subject to the grievance and/or arbitration provisions of this Agreement, except on the basis of alleged arbitrary or capricious action by the Committee.

ARTICLE VIII Non-Teaching Duties

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that their energy should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. Teachers will not be required to perform the following duties:
 - 1. Milk distribution;
 - 2. Health services, such as administering eye or ear examinations and weighing and measuring students, except in connection with administration of the physical education programs;
 - 3. Collecting money from students for non-educational purposes, including, without being limited to, photographs, insurance, and yearbooks. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money;
 - 4. Delivering books to classrooms.
- B. Teachers will not be required to drive students to activities which take them away from the school building.
 - 1. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisors. They will be compensated at the Town rate for the use of their personal vehicle.

2. In such event, the teacher will be relieved of all personal liability for any accident which may occur within the scope of the teacher's employment in connection with said trip.

**ARTICLE IX
Teacher Employment**

A. Full credit for salary scale column placement will be given for previous outside teaching experience upon initial employment, provided that said outside teaching experience shall exceed six (6) continuous months, and shall consist of one-half time or more teaching experience. Step placement on the salary scale will occur consistent with the following guidelines:

NEW HIRES

<u>Years of Experience</u>	<u>Step</u>
1-2	1
3-4	2
5-6	3
7-8	4
9-10	5
11-12	6
13-14	7
15-16	8
17-18	9
19-20	10
21-22	11
23-24	12
25-26	13
27-28	14
29-30	15

Higher step placement and/or credit for other reasons may be given at the discretion of the Superintendent and the Committee, and shall, if given, be recorded in the personnel file of the individual so employed.

Effective September 2003, teaching experience includes only K-12 teaching as a state certified teacher in a public, independent, or parochial school and pre-K teaching as a state certified teacher in a public pre-K program. Among the types of experience not included are teaching outside the United States, internships, student teaching, home schooling, child care, private instruction, tutoring, teaching as part of a degree program or if required for certification, serving as a teaching assistant, and serving in an administrative position.

B. Teachers with previous teaching experience in Norwell Public Schools will, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience. Teachers who are called into the military service from Norwell Public Schools, and who return to the system upon completion of their military obligation, shall upon such return receive credit as required by law on the salary schedule on account of such military experience, and shall, in addition, receive full credit for all previously accumulated unused days of sick leave.

C. Newly hired personnel will be given a copy of the current or most recent collective bargaining agreement available when a written offer of employment is made.

ARTICLE X Teacher Assignment

A. Teachers will be notified in writing of the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable. Such notification will be given only if a change in assignment is contemplated.

B. In order to assure that students are taught by teachers working within their areas of competence, teachers will not be assigned, except in extreme cases, and in accordance with law, outside the scope of their teaching certificates and/or major or minor fields of study.

C. In making changes in grade assignments and subject assignments, the Committee and the Administration will honor the convenience and wishes of the individual teacher to the fullest possible extent that these do not, in the judgment of the said School Committee and Administration conflict with the best interests of Norwell Public Schools and the students.

D. In arranging schedules for teachers who are assigned to more than one school, the School Committee and the Administration will make an effort to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules normally before the end of the school year. Such teachers who are assigned to more than one school in any one school day will receive the sum of Four Hundred (\$400) Dollars for all inter-school driving done by them. The Director of Social Health, School Psychologist and Technology Integration Specialist will receive the sum of Five Hundred (\$500) Dollars per year as a mileage allowance. The Coordinator of Media and Technology shall receive the sum of Eight Hundred Fifty (\$850) Dollars per year as a mileage allowance. The Curriculum Coordinators will receive the sum of One Hundred (\$100) Dollars per year as a mileage allowance. The Committee agrees to discuss with the Association special cases relative to inter-school driving.

ARTICLE XI Transfers

The Committee and the Association recognize that transfers of teachers from one school to another are necessitated from time to time by the best interests of Norwell Public Schools and the students, but they also recognize that transfers of teachers may be disruptive of the educational process and may interfere with optimum teacher performance.

Therefore, they agree as follows:

A. The Employer shall have sole discretion to determine whether inter-school transfers are necessary for educational reasons, including the need to reduce the number of teachers in a school. Whenever the Employer determines that a transfer is necessary for any of such reasons, it shall first attempt to secure volunteers therefore from among such teachers. If a teacher declines to volunteer, the Employer shall honor their convenience and wishes to the fullest possible extent that, in its judgment, they do not conflict with the best interests of the school system or the students, provided that the Employer shall have the right to consider said teacher for involuntary transfer if, in its judgment, said interest so

require, and provided further that any determination by the Employer in this respect shall not be subject to the grievance and arbitration provisions of this Agreement except on the basis of arbitrary or capricious action.

B. When the Employer shall determine that involuntary transfers are necessary, the Employer shall consider a teacher's area of competence, major and/or minor fields of study, quality of teaching performance, and length of service in Norwell Public Schools in determining which teacher shall be transferred.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or Assistant Superintendent) at which time the teacher will be notified in writing of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, then, as soon as practicable, the teacher shall notify the Association, and the Superintendent (or Assistant Superintendent) will meet with the Association's representative to discuss the transfer.

Any decision by the Employer with respect to involuntary transfers shall not be subject to the grievance and arbitration provisions of this Agreement except on the basis of an alleged arbitrary or capricious action.

C. A list of open positions in other schools will be made available to all teachers being transferred and, all other factors being substantially equal in the opinion of the Employer, the Employer will give preference in filling such positions on the basis of length of service in Norwell Public Schools. Any decision of the Employer in this respect shall not be subject to the grievance procedure and/or arbitration, except on the basis of an alleged arbitrary or capricious evaluation of the said other factors.

D. Notice of transfer will be given to teachers as soon as practicable.

E. Teachers desiring a transfer will submit a written request to the Superintendent (or Assistant Superintendent) stating the assignment preferred. Such request must be submitted between September 1 and June 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

F. Before a teacher is assigned or transferred to a particular school, the principal of the said school will be consulted regarding said assignment or transfer.

ARTICLE XII Vacancies and Promotions

A. Whenever any vacancy in a professional position occurs, it will be adequately publicized by the Superintendent (or Assistant Superintendent) by means of email to members in every school as far in advance of the appointment as possible. The qualifications for the position, the subject areas involved, and the rate of compensation will be clearly set forth. No vacancy will be filled within five (5) school days from the date the notice is shared with all members of the bargaining unit by email or other electronic means. The decision whether or not to fill a vacancy shall be at the sole discretion of the Committee.

B. All teachers, including laid-off teachers who may be eligible for recall to posted vacancies, will be given adequate opportunity to apply for appointment to such vacancies. The Committee shall consider the previous background and attendance of all applicants, and respective lengths of service with

Norwell Public Schools, and any other factors, which in its opinion shall be relevant. When all other factors are substantially equal, the Committee shall give preference to qualified teachers already employed by the Committee. Appointments will, whenever practicable, be made not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the designated representative of the Association. Any decision of the School Committee with respect to such appointment shall not be subject to the grievance procedure, except on the basis of an alleged arbitrary evaluation of the factors enumerated above, and shall in no event be subject to arbitration.

ARTICLE XIII

Positions in Evening School and Under Federal Programs

A. All openings for evening school positions and for positions under Federal programs will be adequately publicized by the Superintendent (or Assistant Superintendent) in each school building as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible, preferably by June 1.

B. In filling such positions, the School Committee will consider a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in Norwell Public Schools and, in regard to evening school positions, previous Norwell evening school teaching experience. Any decision of the Committee in regard to the filling of such positions shall not be subject to the grievance procedure and/or arbitration, except on the basis of an alleged arbitrary or capricious evaluation of the aforesaid criteria.

ARTICLE XIV

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher must be conducted openly and with full knowledge of the teacher, and shall be presumed to be for the purpose of evaluation unless otherwise stated by the evaluator. Evaluation of teachers will be performed in accordance with the Evaluation Procedures and Performance Standards adopted by Norwell Public Schools in September 2011, and included herein as Appendix D. Teachers will be given a copy to retain of each observation report, and of any evaluation report prepared by their evaluators, not later than one week after such observation or evaluation shall have taken place, and will have the right to discuss such reports with their observers or evaluators. The teacher and evaluators will sign both copies of the evaluation report, with the express understanding that the teacher's signature in no way indicates agreement with the contents thereof. The contents of any observation report, or any evaluation report, insofar as they are based upon the subjective judgment of the observers or evaluators, shall not be subject to the grievance or arbitration provisions of this Agreement.

B. In conformity with the provisions of Massachusetts General Laws, Chapter 71, Section 42C, which are incorporated herein by reference, teachers will have the right, upon written request, to review the contents of their personnel file, excluding references on file. A teacher will be entitled to have a representative of the Association accompany him/her/them during such review.

C. The Association recognizes the authority and responsibility of principals, and any other administrative personnel so assigned by the Superintendent or Assistant Superintendent, in connection with the evaluation of the teaching staff.

ARTICLE XV
Teacher Facilities

- A. Each school will have the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies;
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 3. An appropriately furnished room, to be reserved for the exclusive use of the teachers as a faculty lounge, and to be in addition to the aforementioned teacher work area;
 4. A serviceable desk and chair for each teacher;
 5. Adequate means whereby teachers may communicate with the main building office from their classrooms;
 6. Well-lighted and clean teacher rest rooms;
 7. An adequate dining area for the teachers;
 8. An adequate portion of the parking lot at each school will be reserved, in accordance with law, for teacher parking;
 9. Telephone facilities shall be made available to teachers for their reasonable use for professional purposes;
 10. The Committee and the Association mutually recognize the importance of continuous use of adequate reference material in maintaining a high level of professional performance. The Committee agrees at all times to keep the school reasonably equipped and maintained with the tools of the teaching profession.
 11. In order to maintain a suitable environment for learning, the cooling station schedule and sign up will be available on days when the relative humidity is predicted to exceed seventy (70) percent or when classroom temperatures exceed 80 degrees.

ARTICLE XVI
Use of School Facilities

- A. 1. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings, and provided further that the Association shall make arrangements in advance satisfactory to the principal of the building in question.
2. The Association will have the right to use the athletic facilities and equipment at the high school or the middle school without cost one (1) evening each week, provided that, for each such

use, the Association will execute the Committee's standard outside user contract, and will be required to pay for any additional custodial costs involved by reason of such use. The Committee will be relieved of all liability for any injury or accident, which may arise because of such use. The schedule will be arranged in advance with the Superintendent (or Assistant Superintendent), and every effort will be made to avoid conflict with other school and Town events.

B. The Association will be permitted to display notices, circulars, and other materials relating to teachers' activities on the existing faculty lounge bulletin boards, or reasonable equivalent, in each school building. Copies of all such material will be given to the building principal, but their advance approval will not be required. The Association agrees that no material will be placed on such bulletin boards that shall in any manner be derogatory to the Administration, the Committee, or any member thereof, or Norwell Public Schools.

ARTICLE XVII

Sick Leave

A. 1. During the term of this Agreement, first year teachers shall accrue eligibility for sick leave at the rate of one and one-half (1-1/2) days per month of actual service. All other teachers will be entitled to sick leave of up to fifteen (15) days per school year.

2. All unused sick leave may be accumulated up to two hundred twenty-five (225) days during the term of this Agreement.

B. Additional sick leave may be granted at the discretion of the Committee (or its designee). For any teacher who has exhausted their available sick leave due to a prolonged disability, such leave may be granted at the full applicable per diem rate, or at the per diem rate less the cost of a substitute teacher, or as an advance against future sick leave. The decision of the committee shall not be grievable beyond School Committee Level (Level III).

ARTICLE XVIII

Severance Pay

Severance pay of one-half (1/2) pay for all unused accumulated sick leave up to thirty (30) days at the then applicable rate of compensation shall be payable to any employee who retires after ten (10) years of service in Norwell Public Schools, provided the teacher has given notice by December 15 of the school year at the end of which the teacher will be retiring. A failure to provide such notice may result in a delay of said payment into the subsequent fiscal year.

Severance pay of one-half (1/2) pay for all unused sick leave up to fifty (50) days at the then applicable rate of compensation will be paid to any employee who retires after fifteen (15) years of service in Norwell Public Schools, provided the teacher has given notice by December 15 of the school year at the end of which the teacher will be retiring. A failure to provide such notice may result in a delay of said payment into the subsequent fiscal year.

Severance pay of one-half (1/2) for all unused accumulated sick leave up to seventy (70) days at the then applicable rate of compensation shall be payable to any employee who voluntarily leaves the employ of the Norwell School Committee after twenty (20) years of service in Norwell Public Schools, provided the teacher has given notice by December 15 of the school year at the end of which the teacher

will be leaving the system. A failure to provide such notice may result in a delay of said payment into the subsequent fiscal year.

In the event a teacher qualifies for any of the severance benefits in this Article but is deceased prior to receipt of such benefits the Norwell School Committee shall pay such benefits to the estate of the teacher. Said severance pay will also be payable to any teacher with professional status laid off pursuant to a reduction in force under Article VI hereof upon the termination of said teacher's recall period or upon notice of his final voluntary separation from said system.

ARTICLE XIX

Temporary Leaves of Absence

A. Temporary leaves of absence with pay will be made available to teachers each school year under the following circumstances:

1. Up to three (3) days for urgent personal, legal, business, household or family problems, the disposition of which requires absence during school hours, and the denial of which leave would result in personal hardship to the teacher; up to five (5) additional days of leave in the event of birth or adoption in a teacher's household. It is understood and agreed that, for the purpose of construing the foregoing provisions, a teacher's presence during school hours in order to discharge their classroom duties or other duties will be presumed to be necessary, absent the clear existence of any of the foregoing reasons for absence during school hours.

A teacher desiring such leave shall apply therefore to their principal at least seventy-two (72) hours in advance, except in case of emergency. The applicant shall state the category under which the teacher seeks said leave.

Upon presentation of the said application, the principal may, at their discretion, direct the applicant to submit written application for approval of the requested leave by the Committee, or its designee.

Any leave granted hereunder shall be charged against the sick leave allowable under Article XVII, above.

2. Days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, provided that such leave will be only with the approval of the Superintendent and the principal, and that a refusal of any request for such leave will not be subject to the grievance and arbitration procedure except on the issue of an alleged arbitrary withholding of permission.

3. Up to a total of seven (7) school days for the purpose of allowing teachers to attend conferences of the Massachusetts Teachers Association or the National Education Association during the school year, provided that such leave, including the number of such conferences, the number of teachers to attend such conferences, and the number of days to be allocated to each such conference, must be with the approval of the Superintendent and the Principal, and that a refusal of any request for such leave will not be subject to the grievance and arbitration provisions of this Agreement except on the basis of an alleged arbitrary withholding of permission.

4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with Norwell Public Schools.

5. Up to five (5) days at any one time in the event of the death of a teacher's spouse/partner, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, and sister-in-law, or member of the immediate household. Additional leave for bereavement purposes may be applied for and granted by the Superintendent or their designee.

6. A maximum of thirteen (13) days per school year for persons called into temporary active duty of the United States Reserves or the State National Guard, provided that such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government.

7. Up to two (2) days for religious holidays for which observance during school hours is required may be granted by the Superintendent at their discretion.

8. A teacher called for jury service shall be excused from their normal duties for each day or substantial part thereof which the teacher serves, and shall, upon satisfactory proof of such service, be paid the difference between their normal per diem salary and payments received for such service, for each day of jury service or substantial part thereof.

9. Other temporary leaves may be granted by the Committee at its discretion.

B. Leaves taken pursuant to Subsection 2 through 8 of Section A, above, will be in addition to any sick leave to which the teacher may be entitled under Article XVII. No teacher will be required to arrange their own substitute.

C. Except in case of emergency or bereavement or leave under Section A (1), above, applications for leave pursuant to the above provisions shall be made to the Superintendent or Assistant Superintendent in writing at least seventy-two (72) hours in advance of such proposed leave. If the reply to any such application shall not have been received by the applicant within forty-eight (48) hours after said request is made, upon the request of the applicant the principal will telephone the Superintendent or Assistant Superintendent for a decision.

ARTICLE XX

Extended Leaves of Absence

A. One (1) teacher with professional status designated by the Association will be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in State or National activities of the Association, provided that such leave must be with the approval and at the discretion of the Superintendent and the principal. During such leave, the said teacher with professional status will not receive credit for active employment by the Committee, and, upon return from such leave, the teacher will be placed on the salary schedule at the level which the teacher held at the time of the granting of permission for such leave.

B. A leave of absence without pay of up to two (2) years will be granted to any teacher with professional status who joins Action or similar organization and is a full time participant in either of such programs, provided that such leave must be with the approval and at the discretion of the Superintendent

and the principal. Upon return from such leave, the teacher will be placed on the salary schedule at the step which the teacher held at the time of the commencement of such leave, including increment earned as of said time.

C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. The period of such leave shall be the period of continuous service required by such induction or enlistment, but shall not continue into any period of additional voluntary service. Upon return from such leave, the teacher will be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the System during the period of their absence, up to a maximum of three (3) years.

D. The Committee may, at its discretion and for good cause shown, grant an appropriate leave of absence without pay or increment for the purpose of caring for a sick member of the teacher's immediate family.

E. After the commencement of the fourth year of continuous employment in Norwell Public Schools, a teacher may be granted a leave of absence without pay or increment, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

F. Other leaves of absence without pay or increment may be granted by the Committee at its discretion.

G. A teacher on extended leave of absence pursuant to any of the foregoing Sections of this Article shall not accrue any further paid sick leave benefits beyond those to which the teacher may have been entitled prior to the commencement of the leave. All benefits to which said teacher may have been entitled at the time their leave commenced, including any unused accumulated sick leave, will be restored to him/her/them upon return to active employment. Upon such return, and except as otherwise provided for return to active employment from maternity leave in Article XXI, Section D, the teacher will be assigned to the same position which the teacher held at the time said leave commenced, if available, or, if not available, to a substantially equivalent position or the most nearly equivalent position which is available at the time of their return and for which the teacher is qualified; provided that in no instance must said teacher be returned to active employment in the middle of the school year. Where warranted by the best interests of Norwell Public Schools, the Committee may fill the position in question at the time said leave commences.

H. Any teacher desiring a leave of absence under this Article or an extension of leave previously granted hereunder, shall apply in writing to the Committee, indicating the period of proposed absence and the reasons therefore. All applications for leaves or extensions of leaves shall be acted upon in writing.

I. Upon advance notice given not later than March 1 of a school year, teachers with professional status shall be entitled to take leaves of absence for up to one school year for the purpose of career exploration, commencing as of the school year following rendition of said notice, and ending as of the beginning of the subsequent school year. Such leaves shall be taken without pay, accumulation of seniority or any other benefit or increment credit. Notice of intent to return from said leave shall be given not later than March 1 of the School year prior to the intended date of return. Failure to give such notice shall be deemed a voluntary quit.

ARTICLE XXI
Maternity and Child Rearing Leave

A. 1. Pregnant teachers covered by this Agreement will be entitled to sick leave pay under Article XVII Sick Leave, Section A-for actual pregnancy related disability in accordance with the law.

2. Maternity Disability Reserve Fund: A teacher disabled from pregnancy or childbirth related medical conditions may, after utilization of all accrued sick leave under Article XVII, Section A, access additional paid sick leave of up to forty (40) work days as an advancement of sick leave. A teacher who is unable to return to active employment due to her physical condition after the 8 week maternity leave will need to seek a medical leave (Article XX sec. G) . In each of the five (5) school years after the conclusion of the advancement the teacher shall have their earned sick leave reduced annually by eight (8) days. If a teacher whose employment with the Norwell Public Schools ends for any reason prior to restoration of the forty (40) days advancement, the restoration of all days not accounted for shall be drawn from a fund known as the Maternity Disability Reserve Fund (MDRF). Commencing with the 05-08 Agreement, the MDRF shall be funded by donations of 1 sick day per unit member with more than two (2) years of service. For any year in which the MDRF donation is made, each member shall have their annual allotment of sick leave reduced from 15 to 14 days. If during the term of this Agreement there is one or more instance(s) where a teacher leaves the Bargaining Unit without having repaid the advanced sick leave as described in Section B1 of this article, the MDRF shall be replenished in the successor Agreement according to the procedure described above. If the MDRF is not utilized during the life of this agreement, no further assessment shall be made during the life of the successor agreement.

B. The teacher will notify the Superintendent in writing no later than the beginning of the sixth month of her pregnancy. Such notice will contain the approximate date at which the commencement of maternity leave will be requested.

C. A full-time employee who has been employed by the Norwell Public Schools for at least three (3) consecutive months shall be granted an eight calendar week Massachusetts Parental Leave (MGL Chapter 149, Section 105D) with entitlement to paid sick leave benefits for disability resulting from childbirth during the period of such leave under the conditions set forth in Article XVII and Article XXI, Section A.2. MDRF, as applicable, an eligible bargaining unit member who selects this option for the purpose of adoption shall receive pay for ten work days through the deduction of sick leave.

D. If a teacher shall desire maternity leave for a period longer than the period provided in Section C, above, the Committee shall grant a further unpaid maternity leave of absence for a reasonable period of time. Such leave will consider thoughtful return dates: such as - vacations, terms, and interims for both the teacher and students to support transitions.

Upon return from maternity leave, the teacher will be assigned to the same, or substantially equivalent position, which she held at the time said leave commenced, if available, and, if not available, to any other vacancy for which she is qualified, until the Committee can offer her the position she held at the time said leave commenced, or a substantially equivalent position. Upon return from such leave, the teacher will be placed on the salary schedule at the step, which she held at the time of the commencement of the leave, including increment earned as of said time. The time spent on such leave shall not be construed so as to confer credit toward professional status.

A teacher on such maternity leave, who is unable to return to active employment because of her physical condition, must notify the Superintendent in writing, within thirty (30) days after the birth of her child, and in no event later than the following June 1st, of her inability to return to active employment the following September because of her physical condition, as substantiated by appropriate medical evidence from her physician, and of the anticipated date of her return to active employment. Failure to give notice in accordance with the foregoing requirements shall be considered a resignation. Appropriate medical evidence of fitness for active employment will be required prior to return from maternity leave.

E. Upon advance notice of at least sixty (60) days, except in case of emergency or unusual circumstances, a tenure teacher may be granted a leave of absence of up to one (1) year without pay for the purpose of birth or adoption in the teacher's household, provided that permission for such leave shall not be unreasonably refused. Upon return from such leave, the teacher will be placed upon the salary schedule at the step which the teacher held at the time of the commencement of such leave, including increment earned as of said time.

ARTICLE XXII

Compliance with Recently Enacted Laws

A. The Education Association of Norwell acknowledges that the Committee and the Association are subject to the provisions of the FMLA. Leaves taken under this agreement for reasons covered by any state or federal law, including but not limited to the FMLA, will be considered FMLA leave as well as leave under this Agreement and leave under any other applicable state and federal law, and will be deducted from the employee's statutory FMLA leave entitlement. To the extent applicable, the Massachusetts Pregnant Workers Fairness Act, effective April 1, 2018, may provide benefits to employees.

B. The Education Association of Norwell acknowledges that the Committee and the Association are subject to the provisions of the Americans with Disabilities Act ("ADA").

C. The Committee and the Association recognize the application of the Education Reform Act of 1993 to this Agreement. Where this Agreement is inconsistent with the Education Reform Act of 1993, such act will govern.

D. Any claim or allegation of violation of any external law referred to in this Article is not subject to the provisions of the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XXIII

Sabbatical Leaves

Upon recommendation by the Superintendent (or Assistant Superintendent) sabbatical leaves may be granted by the Committee for study or research to teachers for the purpose of increasing their professional ability, subject to the following conditions:

A. No more than five (5) teachers will be absent on sabbatical leave at any one time.

B. The teacher must have completed at least six (6) consecutive full school years of service in Norwell Public Schools.

C. Requests for sabbatical leave must be received by the Superintendent (or Assistant Superintendent) in writing in such form as may be required by the Superintendent (or Assistant Superintendent) and outlining the purpose of the leave requested, no later than December 31, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested. Upon return from such leave, the teacher shall submit to the Committee a written report of their activities during such leave, as pertaining to the original project outlined in their request, the said report to be submitted no later than the beginning of the following school year.

D. Teachers on sabbatical leave for one-half (1/2) of the work year shall receive from the Committee twenty-five percent (25%) of their annual salary for the one-half (1/2) year duration of their sabbatical.

E. Prior to the granting of sabbatical leave, a teacher shall enter into a written agreement with the Committee that, upon the termination of such leave, the teacher will return to service in Norwell Public Schools for a period amounting to at least twice the length of the leave, and that, in default of completing such service, the teacher shall refund to the Committee an amount equal to such proportion of salary received by the teacher while on leave as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered.

F. Candidates for sabbatical leave will be selected at the discretion of the Committee. Decisions by the Committee granting or denying applications for sabbatical leave shall not be subject to the arbitration provisions of this Agreement.

ARTICLE XXIV

Discipline

A. No teacher with professional status, and no teacher without professional status who has been teaching for more than ninety (90) days, covered by this Agreement, shall be dismissed except in accordance with the provisions of Massachusetts General Laws, Chapter 71, Section 42. No supervisor or professional employee performing the duties of a supervisor who is covered by this Agreement and who has served in that position over three (3) years, shall be demoted, except in accordance with Massachusetts General Laws, Chapter 71, Section 43. No teacher with professional status covered by this Agreement shall be reduced in salary, except in accordance with Massachusetts General Laws, Chapter 71, Section 43. The said statutory provisions are hereby incorporated by reference and made part hereof.

B. No teacher covered by this Agreement shall be suspended except in accordance with the provisions of Massachusetts General Laws, Chapter 71, Section 42D, which are hereby incorporated by reference and made part hereof.

C. No claim that any dismissal, demotion, suspension, or reduction in salary hereunder is in violation of the statutory provisions respectively cited at Sections A and B, above, shall be subject to the grievance and arbitration provisions of this Agreement; provided, however, that if the State Labor Relations Commission, pursuant to the applicable provisions of Massachusetts General Laws, Chapter 150E, Section 8, shall order binding arbitration of any dispute arising from the discipline hereunder of any teacher covered by this Agreement, then the arbitrator shall be bound by the applicable decisions of

the courts of the Commonwealth in determining whether or not the Committee has complied with the said respective statutory provisions cited at Sections A and B, above, where applicable.

D. 1. No teacher covered by this Agreement shall be reprimanded, or denied increment increases or professional advantage without just cause.

2. No teacher without professional status covered by this Agreement shall be disciplined in a manner not covered by Sections B, C, and D (1), or lowered in compensation except for just cause.

3. A question of just cause arising under Subsections 1 and 2, above, shall be subject to the grievance and arbitration provisions of this Agreement.

E. The Association recognizes the authority and responsibility of the principals for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by the Superintendent or Assistant Superintendent, the teacher may request that a representative of the Association be present.

ARTICLE XXV Non-Renewal

During the term of this Agreement, the Committee shall retain its sole discretion under law to elect to renew, or not to renew, the contract of employment of any teacher without professional status covered by this Agreement.

ARTICLE XXVI Professional Development and Educational Improvement

A. The parties do hereby agree that professional development and educational improvement are both desirable and necessary. Teachers shall pursue these goals by enrolling in conferences, workshops and courses, which are challenging, meaningful, and relevant.

B. The Committee will pay the full cost of any required in-service training courses held in Norwell, and of any special courses, which it may request. The foregoing sentence shall not, except as may otherwise be determined by the Committee, apply to any courses which teachers covered by this Agreement must complete in order to earn increments, or to courses agreed upon as part of initial employment.

C. The Committee will pay a maximum per teacher of one thousand four hundred twenty-five (\$1,425) dollars, or in the case of teachers enrolled in a first master's program, two thousand seven hundred (\$2,700) dollars, not to exceed the total course tuition and fees cost of three courses approved by the Superintendent or his or her designee, at the request of a teacher and approved by the Superintendent or his or her designee, provided that the refusal of any such request shall not be subject to the grievance and arbitration provisions of this Agreement, except the basis of alleged arbitrary or capricious action. In addition, teachers are advised self-paced or self-directed online courses may not be approved. The Committee will budget \$75,000 (seventy five thousand dollars) annually for such tuition for the entire bargaining unit.

Nurses who have not yet attained a master's degree in nursing, or a related field, may use the above benefits only to pay tuition and fees in pursuit of a master's degree in community health, health education, nursing, or public health.

D. The Committee will reimburse all professional employees for fees incurred for recertifications and/or re-licensing required as a condition of continued employment up to one-hundred dollars (\$100) per person per certification/licensure cycle or two (2) years, whichever is longer. Registered nurses, physical therapists, occupational therapists, speech and language pathologists, and school psychologists who must maintain more than one license as a condition of employment (e.g., Board of Registration in Nursing license and DESE license), shall be reimbursed up to one hundred dollars (\$100) per person for each license per certification/licensure cycle or two (2) years, whichever is longer.

E. Upon receipt of National Certification, School Counselors shall be reimbursed up to two hundred dollars (\$200) for expenses incurred in pursuit thereof.

F. In recognition of and in appreciation for the collegial professional development services provided by Mentor Teachers, the Committee shall award annual honoraria of four hundred dollars (\$400) to each staff member serving as a Mentor in the system's Teacher Induction and Mentoring Program. The District shall select the mentor and the selection shall not be subject to the grievance and arbitration procedure. Any teacher who is selected may decline to serve as a mentor.

G. In order to be reimbursed all documentation for courses taken and costs incurred must be received by Administration no later than the first of June (6/1) each year.

ARTICLE XXVII

Protection

A. Teachers will immediately report all cases of assault and/or battery suffered by them in connection with their employment to their principal in writing.

B. This report will be forwarded to the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

C. If criminal proceedings are brought against a teacher alleging that the teacher committed an assault and/or battery in connection with their employment and if such teacher shall be acquitted in such proceedings, the Committee will reimburse said teacher for reasonable legal fees incurred by him/her/them in such proceedings. If civil proceedings are brought against a teacher alleging that the teacher committed an assault and/or battery in connection with their employment, the Committee will reimburse said teacher for reasonable legal fees incurred by the teacher in such proceedings.

ARTICLE XXVIII

Personal Injury Benefits

Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of their employment, the teacher will, subject to the provisions and limitations of Massachusetts General Laws, Chapter 152, Section 69, be paid their full salary, less the

amount of any Worker's Compensation award made for disability due to such injury, for the period of such absence.

**ARTICLE XXIX
Insurance and Annuity Plan**

A. The Committee will pay the maximum percentage permitted by law of the cost of a ten thousand dollar (\$10,000) life insurance plan of the type presently in effect in Norwell Public Schools and shall pay an employer contribution for health insurance coverage of the type presently in effect in Norwell Public Schools or any other group health plan approved by the Town of Norwell, in accordance with the following percentage*:

	1/1/2009	7/1/2009	1/1/2010	7/1/2013
HMO	86%	83%	80%	75%
PPO	72%	68%	64%	64%
Indemnity	50%	50%	50%	50%

Employees will pay the corresponding percentage.

*The parties acknowledge that implementation of a change in contribution rate occurs prior to the effective date of the rate change as health insurance premiums are paid in advance. For example, a rate change in January will be accompanied by a larger withholding in the previous December, and a change in rate effective in July will be accomplished by a larger withholding in the previous June.

Flexible Spending Account:

Effective January 1, 2012, the employer shall retain a third party administrator to administer a Section 125 Flexible Spending Account as follows:

Dependent Care Account (DECAP)
Medical Care Account (MEDCAP)

The Employer shall pay the one-time set up costs to implement the program. The Employer shall pay any administrative fees for subscribers who opt into the program. The program shall include a voluntary debit card system. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. One half hour of the convocation in September of each school year shall be scheduled to allow the representative of the third party administrator the opportunity to explain the benefits of enrolling in Flexible Spending Accounts to the employees.

B. Effective September 1, 2013, a bargaining unit member who has been actively enrolled in a group health insurance plan through the Town of Norwell for at least twelve (12) months prior to the period of non-coverage, may elect to opt out of coverage under the Town and instead receive an annual stipend of three thousand dollars (\$3,000) if the teacher had been enrolled in an individual plan or six thousand dollars (\$6,000) if the teacher had been enrolled in a family plan. Stipends will be paid in a manner prescribed by the Town Treasurer.

If a bargaining unit member does not opt out by the open enrollment deadline, they may still opt out later in the year, however the stipend payment will be pro-rated. If in the future, these stipends are paid

annually in a lump sum, the stipend will be paid at the end of each fiscal year to bargaining unit members who have not been insured for a full school contract year [Sept.-Aug.]. Stipends will be paid via payroll to active employees only. Under no circumstance will there be retroactive payment for stipends.

Bargaining unit members are NOT eligible for a stipend if they are participating in a group health plan sponsored by the Town of Norwell. For example; bargaining unit member cannot be covered under a spouse's plan as a dependent if it is sponsored by the Town of Norwell and receive an opt-out stipend.

A bargaining unit member who elects to opt out of coverage under the Town, shall, on an appropriate form, give written notice to the Superintendent, or his designee, that the teacher is not to be insured for such coverage. The Superintendent, or her designee, shall promptly forward the written notice to the Town Treasurer.

If a bargaining unit member who has elected to opt out of coverage under the employer's plan involuntarily ceases to be covered by an outside group or non-group health insurance plan, or they experience a qualifying event (i.e. birth, death, marriage), said bargaining unit member shall thereupon be covered by the employer's group or non-group health insurance plan as of the date the teacher informs the employer in writing of such termination of insurance coverage, or as of the date of the qualifying event provided the Town Treasurer has been notified within thirty (30) days of such qualifying event. If the bargaining unit member reenters the Town's health insurance plan during a school year in which the teacher is receiving the above-mentioned stipend, the teacher shall reimburse the employer for any amount already paid to the bargaining unit member. The reimbursement shall be deducted from the bargaining unit member's paycheck proportionally over the remaining paychecks issued.

ARTICLE XXX **Textbooks**

A. The Committee guarantees that it will provide sufficient textbooks and educational materials for the students in Norwell Public Schools.

B. Before the Administration changes a textbook or selects a new textbook, the Administration will notify the Association that it is considering such a change or selection. The Association, or its designated representative or representatives, will have the right to meet and discuss with the Administration such change or selection, provided that the Association files a request for such meetings and discussions with the Administration within five (5) days after receipt of said notice.

Similarly, the Association may, if it desires to initiate discussion over a change in a textbook or the selection of a new textbook, file written notice with the Administration of its desire. The Administration will acknowledge receipt of said request in writing within five (5) days thereafter, and the Administration and the Association, through their representative or representatives, will arrange for a mutually satisfactory time and place for a meeting to discuss said matter.

C. The Committee reserves its right under law to make final decisions as to selection of, and changes in, textbooks and educational materials.

ARTICLE XXXI
Dues Deductions

A. The Committee agrees to instruct the appropriate Town officials to deduct, as permitted by State law, from the salary of teachers covered by this Agreement, such dues for the Education Association of Norwell, and to remit the said deductions in ten (10) equal amounts, beginning with the fourth paycheck of the academic year, as said teachers individually and voluntarily authorize the Committee in writing to deduct and remit. The said deductions and remittances shall be in equal amounts, and the exact amount is to be stated in the said written authorizations. All remittances shall be to the Education Association of Norwell.

B. The Committee will not be required to honor any written authorizations, which may be delivered to it later than two (2) weeks prior to the issuance of the fourth paycheck of the academic year.

C. The said individual written authorizations are to be revocable upon sixty (60) days advance notice in writing to the Committee and the Association, and each authorization shall so state. Each authorization shall also state that the teacher waives any right and claim for the monies deducted and remitted in accordance with the authorization, and releases the Committee and all its officers from any liability.

D. The Committee agrees to require, as a condition of employment, that all employees covered by this Contract, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the 30th day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Services fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent to or from which membership dues are paid. Said amount will be certified annually to the Committee by the Association. To become a member and remain a member in good standing of the exclusive bargaining agent, an employee must become a member in good standing of the Education Association of Norwell, Massachusetts Teachers Association, Plymouth County Education Association, and the National Education Association.

ARTICLE XXXII
Strikes and Public Pressure

The Committee and the Association recognize that the teachers covered by this Agreement are prohibited by law from engaging in, inducing, or encouraging any strike, work stoppage, slowdown, or withholding of services. Because of the importance of this matter, the parties nevertheless agree as follows:

A. During the term of this Agreement, the Association shall not cause or sponsor, and no teacher shall cause or participate in, any strike, work stoppage, slowdown, withholding of services, or any other illegal activity directed against the Committee. If the Association disclaims in writing to the Committee responsibility for any act prohibited hereby, it shall not be liable in any way therefore. Teachers who participate in any such act may be disciplined or discharged by the Committee without recourse to the grievance procedure and/or arbitration, provided, however, that the question of their participation therein shall itself be subject to the grievance procedure and arbitration.

B. In connection with any negotiations held pursuant to Article II of this Agreement, said negotiations shall be conducted without threats of sanctions, threats of strikes, or any other public pressure by either party until mediation, fact-finding and any other statutory impasse procedures have been exhausted.

ARTICLE XXXIII

General

A. There will be no reprisals of any kind taken against any teacher by reason of their membership or non-membership in the Association or participation or non-participation in its activities.

B. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties, if necessary, in order to permit their participation in such meetings, provided that such relief shall not unreasonably interfere with their teaching duties. When it is necessary, pursuant to the grievance procedure, for a School Representative, member of the PR&R Committee or other representative designated by the Association to investigate a grievance, or attend a conference, meeting, or hearing during the school day, the teacher will, upon notice to their principal or immediate superior and to the Superintendent (or Assistant Superintendent) by the Chairman of the PR&R Committee, be released as necessary in order to permit participation in the said activities, provided that the teacher can be released without detriment to the educational program. Any teacher whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

C. The private and personal life of a teacher shall be within the appropriate concern or attention of the Committee only to the extent that it bears upon the teacher's responsibilities to and relationships with students, other teachers and/or Norwell Public Schools. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, provided that said activities do not take place during any teacher's working hours or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

D. The Committee will, upon request, provide the Association with any reasonably available information which is neither confidential nor legally privileged and which may be necessary for the Association to process grievances under this Agreement. The Association will, upon request, provide the Committee with any reasonably available information, which is neither confidential nor legally privileged and which may be necessary for the Committee to process grievances under this Agreement.

E. The Committee will make available to the Association copies of minutes of official Committee meetings (excepting executive sessions), upon reasonable advance request, and as soon as practicable after such meetings. The Committee will make available to the Association prior to its official meetings (excepting executive sessions) a copy of the official agenda of such meetings.

F. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, including the law prohibiting discrimination, 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 will continue in full force and effect.

G. On the matters contained herein, this Agreement constitutes Committee and Association policy for the length of its term, and the Committee and Association will carry out the commitments contained herein and will give them full force and effect as their policies. The Committee and the Association shall amend their respective rules and regulations and take such other action as may be necessary in order to give full force and effect to the terms and provisions of this Agreement.

H. 1. As of the date of execution of this Agreement, the Committee has employed the following teacher aides:

Cole School	3
Vinal School	3
Norwell Middle School	1
Senior High School	1
Instructional Media (system-wide)	1

2. It is understood and agreed that all teacher and library aides will be fully utilized in supervising the elementary school cafeterias, and that all teacher aides will be fully utilized in covering recess periods.

3. During the term of this Agreement, the Committee will continue to employ the number of teacher aides listed in Subsection 1, above, provided that (a) the Committee reserves the right to change the said total number where warranted in its judgment, however, before implementing the change, the Administration will notify the Association that it is considering such a change and will, if timely requested by the Association, engage in appropriate consultation with representatives of the Association, and, (b) the Committee reserves the right to eliminate or adjust the number of said aides assigned to special needs. The Committee reserves its right to make the final decisions as to the number of aides to be employed.

I. No teacher will be prevented from wearing pins or other identification of membership in the Association or any affiliate thereof.

J. Upon the recommendation of the Superintendent and the approval of the Committee, dependents of professional staff members may enroll, without charge for tuition, in Norwell Public Schools. They may also be included in the pre-k lottery and will be required to pay the regular fee.

Dependents of professional staff members are not automatically eligible to participate in the lottery system for admission into full day kindergarten. They may participate in the lottery system for full day kindergarten on a first-come, first-serve basis subject to the terms of this section provided that there is no lottery waiting list of Norwell residents.

Students must be in good standing and make applications to the Superintendent prior to July 1st of the year for which the attendance request is made. In making a recommendation for attendance, the Superintendent will consider any effect on class size and staffing. Placement in a particular school shall be the responsibility of the Superintendent.

The provisions of this Article apply solely to regular education programs. Children requiring service pursuant to Chapter 766 shall be admitted only if regular services are available and on the Superintendent's recommendation.

The provisions of this Article do not apply to placements in day or residential programs pursuant to Chapter 766.

Determinations by the Committee and the Superintendent pursuant to the foregoing provisions shall not be subject to the grievance and arbitration provisions of this Agreement except on the basis of an alleged arbitrary or capricious determination.”

ARTICLE XXXIV Early Retirement Incentive

The Committee, in its sole discretion, may offer such retirement incentive(s) as it deems appropriate, from time to time pursuant to the following conditions:

1. In any year in which the Committee decides to offer a retirement incentive, a written announcement of the retirement incentive will be sent to the President of the Association and to all bargaining unit members who qualify for the plan.
2. Eligible personnel will normally be given at least thirty (30) calendar days from the date of the announcement in which to submit an irrevocable written resignation to be effective without any further action by the Committee upon the close of the school year.
3. If the incentive is a monetary stipend, then the stipend will normally be paid to eligible persons who have completed all requirements for the stipend by the end of the second school year following the date on which the resignation is effective.

ARTICLE XXXV Criminal Offender Record Information – CORI

1. In compliance with the provisions of Chapter 385 of the Acts of 2002, or as such law is from time to time amended, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct by school officials or law enforcement warrant additional checks. The Superintendent may determine to conduct checks on one-third (1/3) of the staff, or some other percentage, as is convenient.
2. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.
3. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of their employment an employee may request in writing that the teacher be given a copy of their reports. Such reports shall be provided to the employee within then (10) days of the request.
4. After review of a CORI report, the Superintendent, if she/he/they deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.


ARTICLE XXXVI
Duration

This Agreement will be effective as of September 1, 2022, and will continue and remain in full force and effect until August 26, 2025.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 17th day of October 2022.

Education Association of Norwell

Norwell School Committee

By: 
Kerri Fuller
For the Education Association of Norwell

By: 
Christina Kane, Chair
For the Norwell School Committee

APPENDIX A -Teacher Salary Schedule

9/1/22 3.00%

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45 or PhD
1	\$56,771	\$57,237	\$58,158	\$60,486	\$61,634	\$62,790	\$64,178
2	\$58,435	\$58,918	\$59,867	\$62,265	\$63,446	\$64,639	\$66,067
3	\$60,154	\$60,651	\$61,627	\$64,097	\$65,314	\$66,541	\$68,011
4	\$63,691	\$64,214	\$65,253	\$67,871	\$69,161	\$70,460	\$72,022
5	\$65,721	\$66,263	\$67,334	\$70,037	\$71,370	\$72,711	\$74,323
6	\$67,818	\$68,378	\$69,484	\$72,274	\$73,651	\$75,034	\$76,698
7	\$69,980	\$70,560	\$71,700	\$74,583	\$76,005	\$77,433	\$79,152
8	\$74,109	\$74,721	\$75,930	\$78,986	\$80,491	\$82,009	\$83,830
9	\$76,841	\$77,480	\$78,733	\$81,903	\$83,465	\$85,037	\$86,928
10	\$79,678	\$80,338	\$81,642	\$84,931	\$86,550	\$88,182	\$90,140
11	\$84,388	\$85,087	\$86,466	\$89,953	\$91,669	\$93,399	\$95,478
12	\$88,905	\$90,637	\$92,388	\$93,502	\$95,289	\$97,088	\$99,248
13	\$0	\$0	\$0	\$100,552	\$102,451	\$104,500	\$106,589
14	\$0	\$0	\$0	\$0	\$105,429	\$107,538	\$109,690
15	\$0	\$0	\$0	\$0	\$0	\$110,225	\$116,264
20	\$89,474	\$91,205	\$92,959	\$101,119	\$105,996	\$110,795	\$116,834
SS 24	\$92,055	\$93,822	\$95,606	\$103,823	\$108,911	\$113,800	\$118,511
SS 29	\$94,697	\$96,513	\$98,352	\$106,816	\$112,054	\$117,095	\$121,945
SS 30	\$97,415	\$99,289	\$101,180	\$109,899	\$115,296	\$120,484	\$125,482

8/30/23 2.50%

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45 or PhD
1	\$58,190	\$58,668	\$59,612	\$61,998	\$63,175	\$64,360	\$65,782
2	\$59,896	\$60,391	\$61,364	\$63,822	\$65,032	\$66,255	\$67,719
3	\$61,658	\$62,167	\$63,168	\$65,699	\$66,947	\$68,205	\$69,711
4	\$65,283	\$65,819	\$66,884	\$69,568	\$70,890	\$72,222	\$73,823
5	\$67,364	\$67,920	\$69,017	\$71,788	\$73,154	\$74,529	\$76,181
6	\$69,513	\$70,087	\$71,221	\$74,081	\$75,492	\$76,910	\$78,615
7	\$71,730	\$72,324	\$73,493	\$76,448	\$77,905	\$79,369	\$81,131
8	\$75,962	\$76,589	\$77,828	\$80,961	\$82,503	\$84,059	\$85,926
9	\$78,762	\$79,417	\$80,701	\$83,951	\$85,552	\$87,163	\$89,101
10	\$81,670	\$82,346	\$83,683	\$87,054	\$88,714	\$90,387	\$92,394
11	\$86,498	\$87,214	\$88,628	\$92,202	\$93,961	\$95,734	\$97,865
12	\$91,128	\$92,903	\$94,698	\$95,840	\$97,671	\$99,515	\$101,729
13	\$0	\$0	\$0	\$103,066	\$105,012	\$107,113	\$109,254
14	\$0	\$0	\$0	\$0	\$108,065	\$110,226	\$112,432
15	\$0	\$0	\$0	\$0	\$0	\$112,981	\$119,171
20	\$91,711	\$93,485	\$95,283	\$103,647	\$108,646	\$113,565	\$119,755
SS 24	\$94,356	\$96,168	\$97,996	\$106,419	\$111,634	\$116,645	\$121,474
SS 29	\$97,064	\$98,926	\$100,811	\$109,486	\$114,855	\$120,022	\$124,994
SS 30	\$99,850	\$101,771	\$103,710	\$112,646	\$118,178	\$123,496	\$128,619

8/28/24 2.00%

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45 or PhD
1	\$59,354	\$59,841	\$60,804	\$63,238	\$64,439	\$65,647	\$67,098
2	\$61,094	\$61,599	\$62,591	\$65,098	\$66,333	\$67,580	\$69,073
3	\$62,891	\$63,410	\$64,431	\$67,013	\$68,286	\$69,569	\$71,105
4	\$66,589	\$67,135	\$68,222	\$70,959	\$72,308	\$73,666	\$75,299
5	\$68,711	\$69,278	\$70,397	\$73,224	\$74,617	\$76,020	\$77,705
6	\$70,903	\$71,489	\$72,645	\$75,563	\$77,002	\$78,448	\$80,187
7	\$73,165	\$73,770	\$74,963	\$77,977	\$79,463	\$80,956	\$82,754
8	\$77,481	\$78,121	\$79,385	\$82,580	\$84,153	\$85,740	\$87,645
9	\$80,337	\$81,005	\$82,315	\$85,630	\$87,263	\$88,906	\$90,883
10	\$83,303	\$83,993	\$85,357	\$88,795	\$90,488	\$92,195	\$94,242
11	\$88,228	\$88,958	\$90,401	\$94,046	\$95,840	\$97,649	\$99,822
12	\$92,951	\$94,761	\$96,592	\$97,757	\$99,624	\$101,505	\$103,764
13	\$0	\$0	\$0	\$105,127	\$107,112	\$109,255	\$111,439
14	\$0	\$0	\$0	\$0	\$110,226	\$112,431	\$114,681
15	\$0	\$0	\$0	\$0	\$0	\$115,241	\$121,554
20	\$93,545	\$95,355	\$97,189	\$105,720	\$110,819	\$115,836	\$122,150
SS 24	\$96,243	\$98,091	\$99,956	\$108,547	\$113,867	\$118,978	\$123,903
SS 29	\$99,005	\$100,905	\$102,827	\$111,676	\$117,152	\$122,422	\$127,494
SS 30	\$101,847	\$103,806	\$105,784	\$114,899	\$120,542	\$125,966	\$131,191

APPENDIX B-1

**Extra-Curricular Salary Schedule
Category I**

September 1, 2022 to August 26, 2025

	3.00%	2.50%	2.00%
Effective Date:	9/1/2022	8/30/2023	8/28/2024
Instructional Technology Teacher	1,292	1,324	1,350
School Counselor	2,985	3,060	3,121
Chemical Hygiene Officer	1,682	1,724	1,758
Media and Technology Team Leader (K-12)	4,215	4,320	4,406
Middle School Team Leader	4,215	4,320	4,406
Middle School Arts and Wellness Team Leader (2 @)	2,000	2,050	2,091
Middle School World Languages Team Leader	2,000	2,050	2,091
Special Education Building Coordinator	6,423	6,584	6,584
Elementary Reading Specialist & Coordinator	6,423	6,584	6,584
Elementary Literacy Specialist & Coordinator	6,423	6,584	6,584
Elementary Math Specialist & Coordinator	6,423	6,584	6,584
English Curriculum Coordinator (6-12)	8,235	8,441	8,610
Math Curriculum Coordinator (6-12)	8,235	8,441	8,610
Social Studies Curriculum Coordinator (6-12)	8,235	8,441	8,610
Science Curriculum Coordinator (6-12)	8,235	8,441	8,610
World Languages Curriculum Coordinator (K-12)	8,235	8,441	8,610
Arts & Wellness Curriculum Coordinator (K-12)	8,235	8,441	8,610
School Counselor Coordinator (K-12)	8,235	8,441	8,610

It is understood that all of the above positions require hours and/or days beyond the normal teaching schedule.

This will not exceed 4-8 days for coordinators.

**APPENDIX B-2
Extra-Curricular Salary Schedule
Category II**

September 1, 2022 to August 26, 2025

	APPENDIX B-2 Effective September 1, 2022 3.00%			APPENDIX B-2 Effective August 30, 2023 2.50%			APPENDIX B-2 Effective Aug. 28, 2024 2.00%		
	<u>Fall Season</u>			<u>Fall Season</u>			<u>Fall Season</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Cheerleading									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Girls Volleyball									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Second Assistant (F/JV2)*	4,089	4,543	4,960	4,191	4,657	5,084	4,275	4,750	5,186
Boys Cross Country									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
Girls Cross Country									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
Field Hockey									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Second Assistant (F/JV2)*	4,089	4,543	4,960	4,191	4,657	5,084	4,275	4,750	5,186
Football									
Coach (V)	7,822	8,742	9,641	8,018	8,961	9,882	8,178	9,140	10,080
First Assistant (Coordinator)	6,701	7,490	8,258	6,869	7,677	8,464	7,006	7,831	8,633
Second Assistant (JV)	5,894	6,486	7,220	6,041	6,648	7,401	6,162	6,781	7,549
Third Assistant (F/JV2)*	5,894	6,486	7,220	6,041	6,648	7,401	6,162	6,781	7,549
Fourth Assistant (F/JV2)*	5,894	6,486	7,220	6,041	6,648	7,401	6,162	6,781	7,549
Golf									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Boys Soccer									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946

Second Assistant (F/JV2)*	4,089	4,543	4,960	4,191	4,657	5,084	4,275	4,750	5,186
Girls Soccer									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Second Assistant (F/JV2)*	4,089	4,543	4,960	4,191	4,657	5,084	4,275	4,750	5,186

Winter Season

Winter Season

Winter Season

Boys Basketball									
Coach (V)	6,344	7,267	8,199	6,503	7,449	8,404	6,633	7,598	8,572
First Assistant (JV)	5,435	6,293	7,117	5,571	6,450	7,295	5,682	6,579	7,441
Second Assistant (F/JV2)*	4,756	5,547	6,303	4,875	5,686	6,461	4,973	5,800	6,590

Girls Basketball									
Coach (V)	6,344	7,267	8,199	6,503	7,449	8,404	6,633	7,598	8,572
First Assistant (JV)	5,435	6,293	7,117	5,571	6,450	7,295	5,682	6,579	7,441
Second Assistant (F/JV2)*	4,756	5,547	6,303	4,875	5,686	6,461	4,973	5,800	6,590

Boys Ice Hockey									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946

Girls Ice Hockey									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946

Boys Indoor Track									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537

Girls Indoor Track									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537

Skiing									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946

Boys Swimming									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537

Girls Swimming									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537

Wrestling									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946

	<u>Spring</u>			<u>Spring Season</u>			<u>Spring Season</u>		
Baseball									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Second Assistant (F/JV2)*	4,089	4,543	4,960	4,191	4,657	5,084	4,275	4,750	5,186
Boys Lacrosse									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Second Assistant (F/JV2)*	4,089	4,543	4,960	4,191	4,657	5,084	4,275	4,750	5,186
Girls Lacrosse									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Second Assistant (F/JV2)*	4,089	4,543	4,960	4,191	4,657	5,084	4,275	4,750	5,186
Softball									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Boys Tennis									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
Girls Tennis									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Boys Track and Field									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946
Girls Track and Field									
Coach (V)	6,053	6,658	7,209	6,204	6,824	7,389	6,328	6,960	7,537
First Assistant (JV)	4,576	5,289	5,687	4,690	5,421	5,829	4,784	5,529	5,946

*After tryouts when freshmen demand does not fill an entire roster, the principal may determine that the team run as a second JV team.

Vacating Coaching Position: If a team does not meet the standard minimum for safe play in that sport, the position will be vacated as determined by the building principal. The principal may determine that vacated stipends, can be added to other programs to meet an increase in demand for the single season that the vacated position exists.

Sharing Coaching Responsibilities: When need dictates, single coaching positions may be shared by two people. Details of the assignment will be determined by the building principal in consultation with the Athletic Director. A letter outlining the shared compensation agreement will be submitted to the Payroll Office.

APPENDIX B-3

**Extra-Curricular Salary Schedule
Category III**

Effective Date:	9/1/2022	8/30/2023	8/28/2024
	3%	2.5%	2%
Teachers' Contracted Hourly Rate	42.00	43.05	43.91
In-Service Instructor (Per Session)	100.00	102.50	104.55
NHS Co-Curricular Club/Activity			
International Club and AFS	1,682	1,724	1,758
Art Club	1,682	1,724	1,758
Pep Band	1,392	1,427	1,456
Public Engagements and Honors Ensembles	4,351	4,460	4,549
Best Buddies Regular Ed.	1,682	1,724	1,758
Best Buddies Special Ed.	1,682	1,724	1,758
Diversity Club (2 @)	1,682	1,724	1,758
Environmental Club	1,392	1,427	1,456
Fourth Wall Players Dir. Assistant	1,196	1,226	1,251
Fourth Wall Players Director - Fall	3,625	3,716	3,790
Fourth Wall Players Director - Winter	3,625	3,716	3,790
Fourth Wall Players Director - Spring	3,625	3,716	3,790
Fourth Wall Players Music Director	1,196	1,226	1,251
GSA (Genders & Sexualities Alliances)	1,392	1,427	1,456
Halyard	1,682	1,724	1,758
Investment Club	1,392	1,427	1,456
JSA	1,682	1,724	1,758
LEAD	1,682	1,724	1,758
Math Team	1,682	1,724	1,758
Mock Trial	1,682	1,724	1,758
National Honor Society (2 @)	1,682	1,724	1,758
Newspaper	1,740	1,784	1,820
Peer Education (2 @)	1,682	1,724	1,758
Robotics	6,439	6,600	6,732
Robotics Assistant	2,125	2,178	2,222
Student Government-Freshmen (2 @)	1,682	1,724	1,758
Student Government-Sophomores (2 @)	1,682	1,724	1,758
Student Government-Juniors (2 @)	1,740	1,784	1,820
Student Government-Senior Class Advisor (2 @)	1,826	1,872	1,909
Yearbook	5,046	5,172	5,275

Book Club	1,392	1,427	1,456
Clip Notes	1,392	1,427	1,456
Film Club	1,392	1,427	1,456
Latin Club	1,392	1,427	1,456
SADD	1,392	1,427	1,456
Volunteer Corps (2 @)	1,682	1,724	1,758
NMS Co-Curricular Club/Activity			
Best Buddies (New) Regular Ed.	1,682	1,724	1,758
Best Buddies (New) Special Ed.	1,682	1,724	1,758
Community Service	1,682	1,724	1,758
Drama (2 @)	3,625	3,716	3,790
8th Grade DC Trip Facilitator	1,682	1,724	1,758
Jazz Band	1,682	1,724	1,758
LEAD	1,682	1,724	1,758
Math Team	1,682	1,724	1,758
Music/Community Engagement/Ensembles	1,682	1,724	1,758
Student Government	1,740	1,784	1,820
Student Government	1,740	1,784	1,820
Yearbook	3,785	3,880	3,958
Elementary Co-Curricular Club/Activity			
Student Government (Cole)	1,707	1,750	1,785
Student Government (Vinal)	1,707	1,750	1,785

APPENDIX C

Guidelines for Granting Credit for Horizontal Movement on the Salary Scale

1. In order for a course to count as credit toward horizontal movement on the salary scale, it must meet the following requirements:

(a) Courses must be approved in advance by the Superintendent. Denials of courses under this section 1 (except for those referenced in subsection 1 (c)) below may be appealed to a professional tripartite panel consisting of the Superintendent's designee, the Association's designee, and a mutually agreeable third person, which will review whether the course is challenging, meaningful and relevant. The decision of the panel shall be final and binding.

(b) The course must be a graduate credit course from an accredited college or university in the field of education in an area related to the subject matter being taught.

(c) Any other graduate credit course may be approved at the discretion of the Superintendent following an advisory opinion of the professional tripartite panel. Undergraduate courses may be counted at the discretion of the Superintendent. Decision of the Superintendent will be final.

(d) Courses must have been passed with a grade of "B" or above.

(e) Courses used for teacher certification will not be counted.

2. When a new teacher is hired, the Superintendent, or Assistant Superintendent, will assess any courses beyond the BA and MA to determine if such courses meet the requirements for granting credit toward horizontal movement on the salary scale above. Those courses which qualify will be listed on a data sheet, to be kept on file in each teacher's folder, and said data sheet will be signed by said new teacher and the superintendent, or Assistant Superintendent.

3. Horizontal movement on the salary scale shall be limited to one column and one step per school year except that a teacher may move from BA+15 to MA in a school year.

4. Approved courses taken before September 1 of a school year.

Teachers who file the transcripts of such courses with the Office of the Superintendent by September 1 of the school year will receive full credit for that school year. Teachers who file the transcripts of such courses after September 1 of the school year, but not later than the following February 1, will receive credit for the second half of that school year. If appropriate documentation (e.g., transcripts) is not filed within six months of completing courses, credit may be denied.

5. Each teacher now in the system shall receive a copy of these guidelines and new teachers shall be given a copy when hired.

APPENDIX D

EVALUATION PROCEDURES AND PERFORMANCE STANDARDS (EDUCATORS WITH AND WITHOUT PROFESSIONAL STATUS)

INTRODUCTION

On June 28, 2011 the Massachusetts Board of Elementary and Secondary Education adopted new regulations to guide the evaluation of all educators serving in positions requiring a license—teachers, principals, superintendents, and other administrators. The regulations are designed first and foremost to promote leaders' and teachers' growth and development. They place student learning at the center of the process using multiple measures of student learning.

Each educator will take a leading role in shaping their professional growth and development.

- Every educator will assess their own performance and propose one or more challenging goals for improving their own practice. A formal process for reflection and self-assessment creates the foundation of a new opportunity for educators to chart their own course for professional growth and development.

- Every educator will be using a rubric that offers a detailed picture of practice at four levels of performance. District-wide rubrics set the stage for both deep reflection and the rich dialogue about practice that our profession seeks.

- Every educator will also consider their students' needs using a wide range of ways to assess student growth and propose one or more challenging goals for improving student learning. They will be able to monitor progress carefully and analyze the impact of their hard work.

- Every educator will be expected to consider team goals, a clear indication of the value the new process places on both collaboration and accountability.

- Every educator will compile and present evidence and conclusions about their performance and progress on their goals, ensuring that the educator voice is critical to the process.

Coupled with an extensive relationship with Research for Better Teaching (RBT), our supervision/evaluation procedures reflect a clinical approach to professional development and teacher performance. It is the goal of the district that all teachers will successfully complete the **Understanding Teaching I** course and the system's evaluators will successfully complete the **Observing and Analyzing Teaching I** course. Having developed this relationship with RBT, we have created a supervision/evaluation system that contains:

- A common language for talking about teaching;
- Criteria for teaching that are published and understood by all involved; and
- A commitment to improving supervision and evaluation as an ongoing goal.

PURPOSE OF SUPERVISION AND EVALUATION

This contract language has been locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.

The regulatory purposes of evaluation are:

- a. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
- b. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- c. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
- d. To assure effective teaching and administrative leadership, 35.01(3).

Teachers' professional skills are assessed and evaluated through self-assessment, self-assessment analysis and goals setting, implementation of individualized plan, formative assessment and summative evaluation. The intent of this process is to encourage ongoing self-examination of professional skills, to promote professional growth, to increase student achievement, to commend professional achievement, and to provide the necessary information to recommend improvements in teaching performance.

EDUCATOR EVALUATION MODEL: OVERVIEW

1) GENERAL PROVISIONS

- A. Only Educators who are licensed may serve as primary evaluators of Educators.
- B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C. The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E. The parties agree to establish a joint labor-management evaluation team that shall review the evaluation processes and procedures annually through the first three of implementation and recommend adjustments to the parties.
- F. The parties agree that their consideration of and decision not to include Section 26F of the DESE Teacher and Caseload Educator Model Contract Language (relating to the arbitrator's authority), as well as their decisions to withdraw any written or verbal proposals regarding arbitrator authority, were made without prejudice to the parties' respective positions on the matter and will not be used by either party in any forum as evidence of bargaining history.

2) EVIDENCE USED IN EVALUATION:

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

A. Multiple measures of student learning, growth, and achievement, which shall include:

a. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

b. Measures of student learning related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures include:

1. common assessments, including Norwell Public Schools Common Assessments (this list, independent of this agreement, shall be updated as necessary and approved annually by June 30 by the Education Association of Norwell's President and the Superintendent of Schools or designee), pre and post unit and course assessments, portfolios, capstone projects, compliance measures, data binders, or rubrics; and,
2. statewide measures, where applicable, such as the Student Growth Percentile derived from the mandated statewide assessment program (now MCAS 2.0) or Assessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS), or other program if the state makes changes.

c. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

B. Judgments based on observations and artifacts of practice including:

a. Unannounced observations of practice.

b. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

c. Examination of Educator work products, as agreed to by the evaluator and the educator and as outlined in the Educator Plan.

d. Examination of student work samples, as agreed to by the evaluator and the educator and as outlined in the Educator Plan.

C. Evidence relevant to one or more Performance Standards, including but not limited to:

a. Evidence compiled and presented by the Educator, including:

i. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

ii. Evidence of active outreach to and engagement with families;

b. Evidence of progress towards professional practice goal(s);

c. Evidence of progress toward student learning outcome's goal(s);

d. Student feedback;

e. Other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the Superintendent.

EDUCATORS WITH AND WITHOUT PROFESSIONAL STATUS

1) ANNUAL ORIENTATION

A. At the start of each school year, the Superintendent, principal or designee shall conduct a meeting for Educators focused substantially on educator evaluation. The Superintendent, principal or designee shall:

- a. Provide an overview of the evaluation process, including goal setting and the educator plans.
- b. Provide all Educators with directions for obtaining a copy of the forms used by the district.

2) SELF-ASSESSMENT

A. Completing the Self-Assessment

a. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

b. The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B. Proposing the goals

a. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators, who share responsibility for student learning and results, except as provided in (b) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

b. For Educators in their first year of practice, the Evaluator or their designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

c. Unless the Evaluator indicates that an Educator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

d. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals, with exception to the Professional Practice Goal. Individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills must be individual goals.

e. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. Additional goals may address shared grade level or subject area team goals.

3) GOAL SETTING CONFERENCE AND DEVELOPMENT OF THE EDUCATOR PLAN

A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities.

B. To determine the goals that will be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. Generally speaking, goals are developed by mutual agreement between the educator and evaluator.

C. Educator Plan Development Conferences shall be conducted as follows:

a. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

b. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

c. The Evaluator shall meet individually with Educators with PTS who have ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

d. The Evaluator finalizes the Educator Plan by November 1st. The Educator shall sign/initial and date the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains approval over the content of the Educator's Plan.

4) EDUCATOR PLANS: GENERAL

A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B. The Educator Plan shall include, but is not limited to:

a. At least one goal related to improvement of practice tied to one or more Performance Standards;

b. At least one goal for the improvement of learning, growth and achievement of the students under the Educator's responsibility;

c. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

d. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

5) DEVELOPING EDUCATOR PLAN

A. The Developing Educator Plan is for all Educators without PTS and, at the discretion of the evaluator, educators with PTS who are teaching in a new assignment. Developing Educator Plans are one year in length.

B. The Educator shall be evaluated at least annually.

6) SELF-DIRECTED GROWTH PLAN

A. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary in the previous evaluation cycle. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2 (two).

B. A One-year Self-Directed Growth Plan is, at the discretion of the evaluator, for educators with PTS who are teaching in a new assignment. An educator with PTS shall be considered in a new assignment when teaching under a different license that the educator has not previously taught under in the District for more than twenty percent (20%) of their course load and further provided that the new assignment is not the result of an involuntary transfer.

7) DIRECTED GROWTH PLANS

A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.

D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

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

8) IMPROVEMENT PLAN

A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan whose duration is not less than 30 school days and no more than one school year and is in direct relation to the area of unsatisfactory performance. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F. The Improvement Plan process shall include:

a. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

b. The Educator may request that a representative of the Education Association of Norwell attend the meeting(s).

c. With the Educator's consent, the Chairperson of the Professional Rights and Responsibility committee of the Education Association of Norwell will be informed that an Educator has been placed on an Improvement Plan.

G. The Improvement Plan shall:

a. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

b. Describe the activities and work products the Educator must complete as a means of improving performance;

c. Describe the assistance that the district will make available to the Educator;

d. Articulate the measurable outcomes that will be accepted as evidence of improvement;

e. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

f. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

g. Include the signatures of the Educator and Supervising Evaluator.

H. A copy of the signed Plan shall be provided to the Educator. The Educator shall sign/initial and date the Plan indicating that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.

I. Decision on the Educator's status at the conclusion of the Improvement Plan.

a. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

(a) If the Evaluator determines that the Educator has improved their practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(b) In those cases where the Educator was placed on an Improvement Plan as a result of their summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

9) FORMATIVE ASSESSMENT

A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced classroom observations during a school year. Evaluators, following the unannounced classroom observations, are expected to give brief written feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one.

C. The Formative Assessment report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.

D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered to the Educator in person or by email or other electronic means.

G. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H. The Educator shall sign/initial and date the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.

I. As a result of the Formative Assessment Report, there may be changes made to the activities in the Educator Plan.

J. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

10) FORMATIVE EVALUATION FOR TWO YEAR SELF-DIRECTED PLANS

A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B. The Formative Evaluation report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C. No less than two weeks before the due date (June 1) for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

G. The Educator shall sign and date the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

H. As a result of the Formative Assessment Report, there may be changes made to the activities in the Educator Plan.

I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

11) USING STUDENT FEEDBACK IN EDUCATOR EVALUATION

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

12) SUMMATIVE EVALUATION

A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.

- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D. The summative evaluation rating must be based on evidence from multiple categories of evidence. The Student Growth Percentile derived from the mandated statewide assessment program (now MCAS 2.0) or Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners shall not be the sole basis for a summative evaluation rating.
- E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- F. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June 1st.
- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- J. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 15th.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign and date the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the summative evaluation that shall become part of the final Summative Evaluation report.
- N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

TEACHERS WITHOUT PROFESSIONAL TEACHER STATUS

1. TIMELINES

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*

Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 15
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

1) OBSERVATION OF PRACTICE AND EXAMINATION OF ARTIFACTS

A. In the first year of practice a non-PTS Educator shall have at least one announced observation and at least four, but no more than ten, unannounced observations during the school year.

B. In their second and third years of practice as a non-PTS Educator, the Educator shall have at least three, but no more than ten, unannounced observations during the school year.

2) OBSERVATIONS

The Evaluator’s first observation of the Educator should take place by November 15. Observations required by the Educator Plan must be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

A. Unannounced Observations

a. An unannounced observation is a data gathering process in which the educator is not informed prior to the process commencing that includes notes and judgments made during one or more classroom or worksite visits(s) of 10-15 minutes, by the Evaluator and may include examination of artifacts of practice including student work.

b. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person or by email or other electronic means.

c. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B. Announced Observations

a. All non-PTS Educators in their first year, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

b. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. Generally speaking, dates and times are developed by mutual agreement between the educator and evaluator.

c. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.

d. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

e. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

f. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- (a) Describe the basis for the Evaluator's judgment.
- (b) Describe actions the Educator should take to improve their performance.
- (c) Identify support and/or resources the Educator may use in their improvement.
- (d) State that the Educator is responsible for addressing the need for improvement.

3) CAREER ADVANCEMENT

A. In order to attain Professional Teacher Status ("PTS"), the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by June 1. The principal's decision is subject to review and approval by the Superintendent.

B. In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C. Educators with PTS whose summative performance rating is exemplary may be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining.

TEACHERS WITH PROFESSIONAL TEACHER STATUS

1) TIMELINES

A. Educators with PTS on Two Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15 of Year 1
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1 of Year 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15 of Year 1
Evaluator completes Educator Plans	November 1 of Year 1
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B. Educators on Plans of Less than One Year

a. The timeline for educators on Plans of less than one year will be established in the Educator Plan.

2) OBSERVATION OF PRACTICE AND EXAMINATION OF ARTIFACTS

- A. The Educator whose overall rating is proficient or exemplary shall have at least one, but no more than ten, unannounced observation during the evaluation cycle.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan that must include at least two unannounced observations.
- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan that must include both unannounced and announced observation. The Evaluator shall determine the number and frequency of observations.

3) OBSERVATIONS

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

A. Unannounced Observations

- a. An unannounced observation is a data gathering process in which the educator is not informed prior to the process commencing that includes notes and judgments made during one or more classroom or worksite visits(s) of 10-15 minutes, by the Evaluator and may include examination of artifacts of practice including student work.
- b. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person or by email or other electronic means.
- c. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

4) CAREER ADVANCEMENT

- A. In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- B. Educators with PTS whose summative performance rating is exemplary may be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining.

GLOSSARY

DEFINITIONS (* indicates definition based on 603 CMR 35.02):

- A. ***Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, school counselors, speech and language pathologists, reading specialists, special educators, occupational therapists, school psychologists, and social workers (with exception to Pre-Kindergarten Special Educators).
- C. **Classroom teacher:** Educators who teach PK-12 whole classes, and teachers of special subjects such as art, music, library, technology education, and physical education.

D. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E. **Common Assessments:** Identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post-tests, unit and course assessments, performance assessments, and capstone projects.

- a. **Norwell Public Schools Common Assessments:** Assessments that come solely from a district and educator approved list which is updated as necessary and approved annually (by June 30) by the Education Association of Norwell's President and the Superintendent of Schools (or designee).

F. ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

G. ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement determine the type of plan. There shall be four types of Educator Plans:

- a. **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS).

- b. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

- c. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

- d. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

G. ***ESE:** The Massachusetts Department of Elementary and Secondary Education.

H. ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

I. ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

- a. **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

- b. **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress

toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or their designee.

c. **Teaching Staff Assigned to More Than One Building:** the appropriate administrator will evaluate each Educator who is assigned to more than one building where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominating assignment, the superintendent will determine who the primary evaluator will be.

d. **Notification:** The Educator shall be notified in writing of their primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

J. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

K. ***Experienced Educator:** An educator with Professional Teacher Status (PTS).

L. ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

M. ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

N. ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

O. ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

P. ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

Q. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

R. ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

S. **Parties:** The parties to this agreement are the Norwell School Committee and the Education Association of Norwell.

T. ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

a. **Exemplary:** the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

b. **Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

c. **Needs Improvement:** the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

d. **Unsatisfactory:** the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

U. ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.

V. ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

W. **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

a. Standard 1: Curriculum, Planning and Assessment

b. Standard 2: Teaching All Students

c. Standard 3: Family and Community Engagement

d. Standard 4: Professional Culture

e. Attainment of Professional Practice Goal(s)

f. Attainment of Student Learning Goal(s)

X. ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

a. **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.03

b. **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.03

c. **Elements:** Defines the individual components under each indicator

d. **Descriptors:** Describes practice at four levels of performance for each element

Y. ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

Z. ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

AA. ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

STANDARD I: Curriculum, Planning, and Assessment

The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.

Indicator I-A. Curriculum & Planning

Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary ^a
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or subject-specific skills and vocabulary.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments.	Demonstrates expertise in subject matter and the pedagogy it requires by consistently engaging all students in learning experiences that enable them to acquire, synthesize, and apply complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments. Models this practice for others.

^aExemplary practice in many elements includes the expectation that an educator model the practice for other educators. Modeling can occur in formal and informal ways, including but not limited to training, teaching, coaching, assisting, sharing, and/or demonstrating good practice. Where and when this expectation is appropriate, this level of expertise is denoted by “Models this practice for others.”

Indicator I-A. Curriculum & Planning

Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary^a
1-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students in this grade or subject, or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students in this grade or subject, but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to exercise self-management, make responsible decisions, and move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in this grade or subject and the different ways they learn by providing differentiated learning experiences that enable all students to exercise self-management, make responsible decisions, and progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of students in this grade or subject and uses this knowledge to differentiate and expand learning experiences that enable their own students to exercise self-management, make responsible decisions, and make significant progress toward meeting intended outcomes. Models this practice for others.

Indicator I-A. Curriculum & Planning

Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary^a
I-A-3. Well-Structured Units and Lessons	Delivers individual lessons rather than units of instruction; constructs units of instruction that are not aligned with state standards/ local curricula; and/or designs lessons that lack measurable outcomes, fail to include appropriate student engagement strategies, and/or include tasks that mostly rely on lower level thinking skills.	Implements lessons and units of instruction to address some knowledge and skills defined in state standards/local curricula with some elements of appropriate student engagement strategies, but some student outcomes are poorly defined and/or tasks are not challenging.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that students are able to learn the knowledge and skills defined in state standards/local curricula.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that all students are able to learn and apply in authentic contexts the knowledge and skills defined in state standards/local curricula. Models this practice for others.

Indicator I-B. Assessment

Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	Uses a variety of informal and formal assessments methods, including common interim assessments, to measure students' learning, growth, and progress toward achieving state/local standards.	Designs and administers a comprehensive system of informal and formal assessments, including common interim assessments and ongoing progress monitoring methods, to measure each student's learning, growth, and progress toward achieving state/local standards. Models this practice for others.
I-B-2. Adjustments to Practice	Makes few adjustments to practice based on formal and informal assessments.	May analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	Analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement differentiated interventions and enhancements for students.	Regularly organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice in real-time and in upcoming lessons or units by (a) identifying and/or implementing appropriate differentiated interventions and enhancements for all students, and (b) making appropriate modifications to lessons and units. Models this practice for others.

Indicator I-C. Analysis

Analyzes data from assessments, draws conclusions, and shares them appropriately.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Draws appropriate conclusions from a thorough analysis of a wide range of assessment data to inform instructional decisions and improve student learning.	Draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data to inform short- and long-term instructional decisions that improve learning for all students. Models this practice for others.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.	Proactively and regularly shares conclusions and insights about student progress with all appropriate colleagues. Seeks and applies feedback from them about instructional and assessment practices that will support improved student learning.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback to students about their performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback to students about performance beyond grades but rarely shares strategies or solicits feedback from students on how to improve their performance toward objectives.	Based on assessment data, provides descriptive feedback to students, engages them in constructive conversation, and seeks feedback that focuses on how students can improve their performance.	Establishes regular feedback loops with students that support constructive conversation about student performance, progress, and improvements based on assessment data. Models this practice for others.

STANDARD II: Teaching All Students

The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.

Indicator II-A. Instruction

Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May state high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently demonstrates high expectations for the quality of student work and the perseverance and effort required to produce it; supports students to set high expectations for themselves and for each other to produce high-quality work. Models this practice for others.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants in the content of the lesson.	Uses instructional practices that motivate and engage some students in the content of the lesson, but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students in the content of the lesson.	Consistently uses instructional practices that motivate and engage all students in the content of the lesson and independent work. Models this practice for others.

Indicator II-A. Instruction

Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate inclusive practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate inclusive practices, such as tiered supports and scaffolded instruction, to accommodate differences in students' learning needs, abilities, interests, and levels of readiness, including those of academically advanced students, students with disabilities, and English learners.	Uses a variety of appropriate inclusive practices, such as tiered supports and scaffolded instruction, to address specific differences in individual students' learning needs, abilities, interests, and levels of readiness, creating structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Models this practice for others.

Indicator II-B. Learning Environment

Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Models this practice for others.
II-B-2. Collaborative Learning Environment	Makes little effort to teach relationship and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some relationship and communication skills by providing some opportunities for students to work in groups and facilitating meaningful discourse.	Develops students' relationship and communication skills by providing opportunities for students to learn in groups with diverse peers and facilitating meaningful academic discourse.	Develops and reinforces students' relationship and communication skills by providing opportunities for students to learn in groups with diverse peers and facilitating meaningful academic discourse, such that students regularly seek out their peers as resources. Models this practice for others.

Indicator II-B. Learning Environment

Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, problem-solve, and challenge themselves to take academic risks.	Regularly creates learning experiences that guide students to identify their strengths, interests, and needs; problem-solve; ask for support when appropriate; take academic risks; and challenge themselves to learn.	Consistently supports all students to identify strengths, interests, and needs; set and pursue learning goals; ask for support when appropriate; take academic risks; problem-solve; challenge themselves; and monitor their own progress. Models this practice for others.

Indicator II-C. Student Learning

Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement. For teachers who are responsible for direct instruction, these measures must include student progress on common assessments and, where available, statewide student growth measures.

The model rubrics describe *educator practice* and provide clear criteria across four performance levels that focus on the educator’s actions and behaviors.

The Student Learning Indicator is about the *impact of those actions relative to student learning*. Did students learn as much as educators set out to teach?

For teachers, evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account by the evaluator when determining a performance rating for Standard II. Because evaluators are not required to make a rating determination for any individual Indicator, this allows them to consider evidence of impact alongside evidence of practice when determining a rating for Standard II. **There are no associated elements or performance descriptors for the Student Learning Indicator.**

Evaluators and educators should identify the most appropriate assessments of student learning and anticipated student learning gains associated with those measures when developing the Educator Plan.

Indicator II-D. Cultural Proficiency

Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Creates and Maintains a Respectful Environment	Establishes an environment in which students demonstrate limited respect for individual differences, and fails to identify and/or responds in inappropriate ways when conflicts arise.	Establishes an environment in which students generally demonstrate respect for individual differences; anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Establishes an environment in which students demonstrate respect for and affirm their own (self-awareness) and others' (social awareness) differences related to background, identity, language, strengths, and challenges, and responds appropriately if/when conflicts or misunderstandings arise related to such differences.	Establishes an environment in which students respect and affirm their own (self-awareness) and others' (social awareness) differences and are supported to share, explore, and initiate dialogue about differences and similarities related to background, identity, language, strengths, and challenges. Responds appropriately if/when conflicts or misunderstandings arise related to such differences. Models this practice for others.

Indicator II-E. Expectations

Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-E-1. High Expectations	Does not communicate specific academic and behavior expectations to students, and gives up on some students or communicates that some cannot master challenging material.	Occasionally communicates expectations for student work, effort, and behavior in the classroom, but inconsistently enforces these expectations and/or does little to counteract student misconceptions about innate ability.	Clearly communicates high standards for student work, effort, and behavior, and consistently reinforces the expectation that all students can meet these standards through effective effort, rather than innate ability.	Effectively communicates high standards for student work, effort, and behavior such that students take ownership of meeting them; models and reinforces ways that students can master challenging material through effective effort, and successfully challenges misconceptions about innate ability. Models this practice for others.
II-E-2. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities; models approaches that lead students to access knowledge on their own as well. Models this practice for others.

STANDARD III: Family and Community Engagement

The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

Indicator III-A. Engagement

Welcomes and encourages every family to become active participants in the classroom and school community.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of culturally responsive practices and communication strategies to support every family to participate actively and appropriately in the classroom and/or school community.	Engages all families using a variety of culturally responsive practices and communication strategies that result in increased and/or more meaningful participation in the classroom and/or school community. Models this practice for others.

Indicator III-B. Collaboration

Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform families about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	Consistently provides families with clear, user-friendly expectations for student learning and behavior.	Successfully communicates to families student learning and behavior expectations and their purposes, such that they can be readily reinforced at home. Models this practice for others.

Indicator III-B. Collaboration

Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Curriculum Support	Rarely, if ever, communicates with families on ways to support children at home or at school.	Sends home occasional suggestions on how families can support children at home or at school.	Regularly updates families on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Regularly updates families on curriculum throughout the year, and prompts most families to use one or more suggested strategies for supporting learning at school and home. Consistently seeks out feedback and evidence of impact. Models this practice for others.

Indicator III-C. Communication

Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Culturally Proficient Communication	Communicates with or responds to families only through report cards, and/or communicates with families inappropriately or disrespectfully; makes no effort to understand different home languages, cultures, and values.	Relies primarily on newsletters and other one-way media to communicate with families; usually responds promptly and respectfully to communications from families, but demonstrates inconsistent or little understanding of different home languages, cultures, and values.	Regularly communicates with families about student learning and performance, and invites and responds promptly to communications from families while demonstrating understanding of and respect for different home languages, cultures, and values.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student learning and performance, while demonstrating understanding of and appreciation for different families' home language, culture, and values. Models this practice for others.

STANDARD IV: Professional Culture

The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

Indicator IV-A. Reflection

Demonstrates the capacity to reflect on and improve the educator’s own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students by oneself, but not with colleagues, and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; uses and shares back with colleagues insights gained to improve practice and student learning.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes and monitors challenging, measurable professional practice and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues proposes and monitors challenging, measurable goals that are based on thorough self-assessment and analysis of student learning data, and that elevate educator practice as well as student learning. Models this practice for others.

Indicator IV-B. Professional Growth

Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instructional and leadership responsibilities.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources in a way that builds expertise of self and other educators, and improves student learning; assumes different instructional and leadership responsibilities.

Indicator IV-C. Collaboration

Collaborates effectively with colleagues on a wide range of tasks.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues on a wide range of tasks such as implementing standards-based units and well-structured lessons, examining student work, analyzing student performance, and planning appropriate interventions.	Effectively leads peer collaboration in areas such as implementing standards-based units and well-structured lessons, examining student work, analyzing student performance, and planning appropriate intervention.

Indicator IV-D. Decision-Making

Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level that are critical to school improvement efforts.

Indicator IV-E. Shared Responsibility

Shares responsibility for the performance of all students within the school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school, within and beyond the classroom.

Indicator IV-F. Professional Responsibilities

Is ethical and reliable, and meets routine responsibilities consistently.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor professional judgment, fails to adhere to the school or district code of ethics, and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable professional judgment or insufficient knowledge of the school or district's existing code of ethics, and/or inadvertently shares confidential information.	Demonstrates sound, professional judgment, adheres to the school or district's existing code of ethics, and protects student confidentiality appropriately.	Models sound, professional judgment, adheres to the school or district's existing code of ethics, and protects student confidentiality appropriately.
IV-F-2. Reliability & Responsibility	Frequently fails to meet routine responsibilities, professional deadlines/assignments; and/or regularly fails to adhere to district attendance policies.	Meets most routine responsibilities but occasionally misses professional deadlines/assignments; and/or inconsistently adheres to district attendance policies.	Consistently fulfills all professional responsibilities; is punctual and reliable; and adheres to district attendance policies.	Consistently fulfills all professional responsibilities to high standards. Models this practice for others, including students.

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TEACHER LEADERSHIP MEMORANDUM OF AGREEMENT

Whereas the Norwell School Committee intends to create certain teacher leadership positions to be phased in over a period of time beginning with the grade 6-12 content area coordinators for English, Mathematics, Science and Social Studies and a district-wide content area coordinator for Foreign Languages, the parties have discussed and agreed as follows:

1. The 2001-02 stipend for the grade 6-12 content area coordinator for English, Mathematics, Science and Social Studies and a district-wide content area coordinator for Foreign Languages will be \$5000.
2. An additional \$1,000 stipend will be provided for the year in which a content area coordinator's subject is undergoing a major curriculum review/textbook adoption.
3. The normal teaching load for a content area coordinator will consist of four (4) teaching periods and no supervisory period.
4. If practicable, every effort will be made to limit the teaching load to three (3) periods when the content area is undergoing a major curriculum review/textbook adoption or when there are several new teachers in the content area.
5. Beginning in September, 2001 the Mathematics and Foreign Language content area coordinator positions will be filled with the aforementioned stipend and reduced teaching loads.
6. Should funds be available later in 2001-02, as many of the remaining content area coordinator positions as possible will be filled at the aforementioned stipend, pro rated over the portion of the year for which the position is filled, but with a full teaching load and no supervisory period.
7. It is the intent of the School Committee to budget and schedule all five content area coordinator positions for the 2002-2003 school year in accordance with the agreed upon stipend and reduced teaching loads.
8. At the conclusion of the first full school year of implementation of each position, the teacher leadership planning team will be reconvened to meet with each content area coordinator for a debriefing and assessment of the position in order to make recommendations for possible modifications.

For the Norwell School Committee

Margaret C. O'Brien
Dated: 8/27/01

For the Education Association of Norwell

[Signature]
Dated: 8/27/01

SIDE LETTER OF AGREEMENT

CO-CURRICULAR ACTIVITY PROGRAM

WHEREAS the Education Association of Norwell and the Norwell School Committee (the parties) recognized the desirability and importance of after-school activities for students in the middle grades and, whereas there are already after-school activities and programs in place for students funded by the NEF and other sources, and, whereas the parties want to provide for additional program opportunities, the parties agree to a Middle Grade Co-Curricular Activity Program (the program), to be implemented as follows:

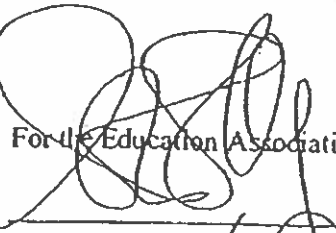
1. The School Committee will budget a minimum of \$4,250 for said program at the Norwell Middle School during each of the 2001-02, 2002-03 and 2003-04 school years;
2. The School Council is responsible for the management of this money and for establishing criteria for its disbursement;
3. Staff members interested in conducting an after-school program are to submit a proposal to the School Council in a form created for this purpose, to include the type of activity, the goal of the activity, number of students, and number of meetings;
4. Proposals should include requests for stipends, materials, fees and other expenses related to the proposed activity, which may be granted, in whole or in part, subject to the established criteria in the discretion of the School Council;
5. Nothing in this agreement will be interpreted to preclude participation in programs on a voluntary basis.

The foregoing is a non-grievable and non-arbitrable side letter of intent by and between the parties.

For the Norwell School Committee

Margaret C. Cronin

Dated: 8/22/01



For the Education Association of Norwell

Dated: 8/27/01

**SIDE LETTER TWO
ADDITIONAL STIPEND**

The parties agree that teachers who voluntarily teach a sixth period during periods of temporary staffing needs will receive an additional stipend of 20% of Bachelors Step One. The Committee will not ask a teacher to work a sixth period in order to reduce (i.e., layoff) existing teachers in that subject area. When practicable, experience and years of service will be considered, among other factors, by the administration in making these appointments.

Margaret C. O'Connor
8/27/01
Date

[Signature]
8/27/01
Date

This is to hereby confirm that Side Letter Two: The Additional Stipend (above) has been in effect since 2001, and will continued for the entire duration of the 2008-2011 collective bargaining agreement between the Norwell School Committee and the Education Association of Norwell.

[Signature]
Kiersten H. Warendorf, Chair
Norwell School Committee
6-15-09
Date

[Signature]
Kerri Fuller
For the Education Association of Norwell
6/15/09
Date

_____, 2001

Jay Swartz
President of the Education Association of Norwell
C/O Norwell High School
18 South Street
Norwell, MA 02061

Dear Mr. Swartz:

The parties desire to extend the benefits of Article XXV - C, which presently deals with only master's level and above, to the nurses employed by the Norwell Public Schools as of June 4, 2001, who have not yet attained a bachelor's degree. This letter is a non-grievable and non-arbitrable side letter of intent. Please sign and date this letter and return it to me.

Pursuant to this letter, the above-referenced nurses only will be eligible for reimbursement of tuition and fees under Article XXV - C of the Agreement subject to the following conditions:

1. All credits earned must be in pursuit of a Bachelor's of Science in Nursing degree or other health related degree approved in advance by the Superintendent;
2. All courses taken are subject to the prior approval of the Superintendent;
3. All requirements and procedures for reimbursement must be followed; and
4. Any payments hereunder count towards the aggregate maximum.

Under no circumstances will any employee not referenced herein be eligible for reimbursement under the provisions of Article XXV in order to obtain a bachelor's degree.

This side letter and the provisions contained herein will automatically expire as to each such nurse as of the date she has attained a bachelor's degree. This letter is entered into without prejudice and it is not to be construed as having set any precedent regarding the terms and conditions of the existing Agreement or any future Agreements between the parties. Under no circumstances is this letter to constitute a continuing practice or evidence of a practice.

FOR NORWELL
SCHOOL COMMITTEE

FOR EDUCATION
ASSOCIATION OF NORWELL


Dr. Don Beaudette


Jay Swartz

Date: 8/22, 2001

Date: 8/28, 2001



SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Norwell School Committee (hereinafter "Committee") and the Education Association of Norwell (hereinafter "Association"), as the full and final settlement of a class action grievance alleging violations of Article IX (Teacher Employment) Section A and Appendix A of the Collective Bargaining Agreement between the parties.

Whereas the Association and the Committee have negotiated the terms and conditions of a collective bargaining agreement effective September 1, 2001 through and including August 31, 2004; and

Whereas, these negotiations resulted in a complete restructuring of the salary schedule; and

Whereas, a number of disputes have arisen over the implementation of the newly-restructured salary schedule; and

Whereas, the Committee and the Association desire to resolve all of the remaining disputes;

Now, therefore, in consideration of mutual covenants, the parties hereto agree as follows:

1. Article IX, Section A

a. Effective September 2003, add the following language:

Teaching experience includes only K-12 teaching as a state certified teacher in a public, independent, or parochial school and pre-K teaching as a state certified teacher in a public pre-K program. Among the types of experience not included are teaching outside the United States, internships, student teaching, home schooling, child care, private instruction, tutoring, teaching as part of a degree program or if required for certification, serving as a teaching assistant, and serving in an administrative position.

- b. The EAN agrees to the School Committee's interpretation of the chart set forth in Article IX for new hire placement. *e.g., credit for 1-2 years of experience equals placement on Sep 1, credit for 3-4 years of experience equals placement on Sep 2, etc.*
2. It is understood that the Superintendent's appointment letters to new hires dated on or before September 6, 2001 were based on the salary schedule in effect at that time. It is acknowledged that the negotiations for a successor agreement resulted in a restructured salary schedule, and it is further acknowledged that both existing teachers and new hires were converted and placed on the restructured salary schedule for the 2001-2002 school year. In

order to ensure the equitable treatment of new hires for the 2001-2002 school year, the following changes will occur with respect to the step placement of individual teachers:

- Jennifer Bradbury, Mary Beth Brust, Tara Coffey, Debra Coggeshall, Julie Fox, Mary Howard, Laurie Peckham, Leah Sharpe, Eileen Warren, and Veronica Williamson will each elect in writing by December 2, 2002, one of the following two options:

Option 1: skip Steps 7 and 9 when reached in their normal progression; or

Option 2: stay at their present step for the duration of the 2002-2003 school year; advance two steps for the 2003-2004 school year; continue on that same step for the 2004-2005 school year; and skip Step 9 when reached in their normal progression.

Anyone who fails to select an option in writing by December 2, 2002, will be deemed to have selected Option 1.

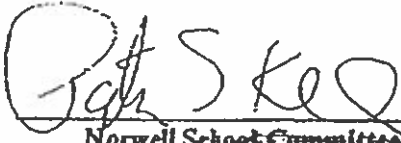
- Christopher Lacy and Paul Papadonis will each advance two steps for the 2003-2004 school year.
- James Morse, Laura McConnaughey, and Arianne Lozan will skip Step 9 when reached in their normal progression.

With respect to all other new hires for the 2001-2002 school year, there will be no change to the current placement and step progression.

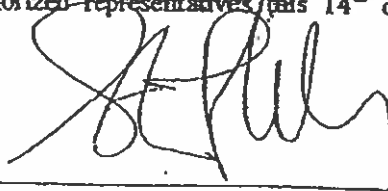
~~The conversion chart attached hereto as Attachment A is hereby amended by adding the following sentence to be inserted between the two existing sentences below the chart. Teachers who were teaching in the Norwell Public Schools on Steps 1 and 2 in the 2000-2001 school year will skip Step 9 when reached in their normal progression.~~

3. The Association hereby withdraws, on behalf of itself and those represented by the Association, its class action arbitration with prejudice to refile. The Association hereby releases all claims that could have been made by it or any bargaining unit member regarding the application of Article IX up to and including placements for the school year 2002-2003.
4. This settlement agreement is not and shall not be construed as an admission or assignment of fault, wrongdoing, or violation of any contractual or other provisions, promises, or obligations.

Therefore, the Committee and the Association have caused this Settlement Agreement to be executed by their duly authorized representatives, this 14th day of November, 2002.



Norwell School Committee



Education Association of Norwell

SIDE LETTER OF AGREEMENT

SETTLEMENT OF HEALTH INSURANCE CHARGE OF PROHIBITED PRACTICE

This Agreement takes effect as of July 1, 2010 by and amongst, the Norwell School Committee ("School Committee" or "Employer"), the Town of Norwell ("Town" or "Employer") and the Education Association of Norwell ("Association"), herein collectively referred to as the "parties".

PREAMBLE

WHEREAS, the School Committee/Town is a member of the Mayflower Municipal Health Group through which it provides health insurance benefits to school employees, including employees in the bargaining units ("teachers" and "secretaries and paraprofessionals") represented by the Association; and

WHEREAS, school employees who participate in the Employer-offered health plans are either enrolled in either a P.P.O. or H.M.O. Plan; and

WHEREAS, the Mayflower Municipal Health Group (formerly "Plymouth County Commissioner's Health Insurance Group) made unilateral changes to health insurance plans effective 7/1/10 as follows:

Blue Cross Blue Shield Network Blue HMO

	<u>Pre-7/1/10</u>	<u>Effective 7/1/10</u>
Office Visits	\$5	\$15
Emergency Room	\$25	\$75
Mail Order Prescriptions	\$10/\$20/\$35	\$20/\$40/\$70

Harvard Pilgrim HMO

	<u>Pre 7/1/01</u>	<u>Effective 7/1/10</u>
Office Visits	\$10	\$15
Emergency Room	\$50	\$75
Prescriptions Retail	\$5/\$15	\$10/\$20
Mail Order Prescriptions	\$5/\$15/\$35	\$20/\$40/\$105

WHEREAS, the Division of Labor Relations has issued a complaint in this case.

WHEREAS, the undersigned parties wish to resolve any and all claims, filed or not, arising out of the implementation of the health insurance changes.

AND WHEREAS, by entering into this Agreement the parties each rely on the undertaking of the others, now therefore in consideration of the foregoing and of the mutual promises, representations and understandings of the parties set forth herein, the adequacy and sufficiency of which are hereby acknowledged, it is agreed:

1. Bargaining Subjects: The Employer acknowledges and agrees that health insurance benefits, including the amount and structure of co-payments, are mandatory subjects of bargaining pursuant to G.L. c. 150E and, accordingly, that any changes in these benefits create bargaining rights and duties pursuant to that chapter.
2. Obligation to Reimburse Employees: The Employer agrees to reimburse bargaining unit members for the difference between the co-payments effective July 1, 2010 and the co-payments that were in effect pre-July 1, 2010, as set forth above.

Bargaining unit members who have incurred increased costs as set forth above for themselves or any person covered under their health care plan, may submit a request for reimbursement to the Town Treasurer, Norwell Town Hall. The request shall be submitted on a form provided by the Town. The request for reimbursement shall be accompanied by an original receipt, a canceled check to a provider or an account summary printout issued by the provider.

No later than forty-five (45) days following the submission of such a request, the Employer shall reimburse the employee for the difference between the increased costs associated with the changes and what the employee would have paid prior to July 1, 2010, less a deductible (set forth in the chart below) equal to the employee share of the premium savings that occurred as a result of the increases in co-payments.

	<u>Amount of Deductible</u>	
	Individual	Family
BCBS Network Blue	\$ 81	\$223
HPHC HMO	\$185	\$489

3. Obligation to Continue Reimbursement to Employees: The Employer will continue to reimburse employees as forth in paragraph 2 above through and including December 31, 2011. The deadline for submitting reimbursement forms shall be February 15, 2012.
4. Flexible Spending Accounts: Effective January 1, 2012, the employer shall retain a third party administrator to administer a Section 125 Flexible Spending Accounts follows:
 - Dependent Care Account (DECAP)
 - Medical Care Account (MEDCAP)

The Employer shall pay the one-time set up costs to implement the program. The Employer shall pay any administrative fees for subscribers who opt into

the program. The program shall include a voluntary debit card system. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. One half hour of the convocation in September of each school year shall be scheduled to allow the representative of the third party administrator the opportunity to explain the benefits of enrolling in Flexible Spending Accounts to the employees. While it is understood that the employer shall have the final decision on the selection of a third party administrator, the employer agrees to seek a proposal from Benefit Strategies, Manchester, NH.

5. Unfair Labor Practice: Immediately following the execution of this Settlement Agreement by the parties, the Association will take the necessary steps to withdraw its charges of prohibited practice at the Division of Labor Relations (MUP 10-5942, MUP 10-5943, MUP 10-5944 and MUP 10-5945).
6. This Side Letter of Agreement shall be appended to and made part of the collective bargaining agreements between the Norwell School Committee and the bargaining units ("teachers" and "secretaries and paraprofessionals") represented by the Association;
7. Nothing herein shall detract from or diminish any rights the Association may have under its Collective Bargaining Agreements with the School Committee.

Name: *M. B.* Date: *5/27/11*

For the Town
Name: *Hester Hill Ward* Date: *4-29-11*

For the School Committee
Name: *Getz* Date: *4/29/11*
For the Education Association of Norwell

SIDE LETTER OF AGREEMENT


This Side Letter of Agreement dated September 17, 2018 and executed pursuant to the Memorandum of Agreement ratified by the Education Association of Norwell and the Norwell School Committee relates to Learning Cohort Meetings:

Elementary teachers will submit, in advance, to their building administrators monthly calendars for their attendance at Learning Cohort meetings. They will map out learning goals for the year (see attached Learning Cohort forms).

Coordinators at the Cole School and Vinal School will create schedules to make themselves available on Wednesday to meet with Learning Cohorts.

The purpose of the Learning Cohort is the creation of a collaborative community of educators who are focused on student learning through developing well-structured lessons, examining student work, analyzing student performance, and planning appropriate interventions.

This Side Letter of Agreement shall be appended to and made part of the collective bargaining agreements between the Norwell School Committee and the Education Association of Norwell.



Kerri Fuller
For the Education Association of Norwell



Alison L. Link, Chair
For the Norwell School Committee