



**Norfolk Public Schools**  
The cornerstone of a proudly diverse community

**MEMORANDUM OF UNDERSTANDING  
BETWEEN TEACHERS AND  
THE SCHOOL ADMINISTRATION OF  
NORFOLK PUBLIC SCHOOLS  
FOR TWO YEARS**

**BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2021**

**MEMORANDUM OF UNDERSTANDING BETWEEN TEACHERS AND  
THE SCHOOL ADMINISTRATION OF NORFOLK PUBLIC SCHOOLS FOR  
TWO YEARS BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2021**

**Table of Contents**

	<b>Page</b>
<b>Article I Understandings</b>	<b>2</b>
<b>Article II Recognition</b>	<b>2</b>
<b>Article III Work Continuity</b>	<b>3</b>
<b>Article IV Management Rights</b>	<b>3</b>
<b>Article V Teacher Rights</b>	<b>3</b>
<b>Article VI Compensation</b>	<b>5</b>
<b>Article VII Benefits</b>	<b>7</b>
<b>Article VIII Leave</b>	<b>8</b>
<b>Article IX Workday and Work Year</b>	<b>12</b>
<b>Article X Personnel</b>	<b>16</b>
<b>Appendix A Salary Scales, Differentials, &amp; Additional Duties Pay</b>	<b>28</b>
<b>Appendix B Sick Leave Bank</b>	<b>34</b>
<b>Appendix C Guiding Principles for Use of Resource Teachers During Elementary Planning Time</b>	<b>37</b>
<b>Appendix D Sick Leave Donation</b>	<b>38</b>
<b>Appendix E Liberal Leave</b>	<b>40</b>

## A. ARTICLE I

### UNDERSTANDINGS

- 1.1 The following understandings were reached during “meet and confer” sessions between representatives of the Norfolk Public Schools, hereinafter referred to as the “administration”, and teachers employed in the Norfolk Public Schools. The terms of these understandings, except salary and monetary fringe benefits, are for the two-year period beginning July 1, 2019 and will expire on June 30, 2021. These understandings are contingent upon the appropriation of sufficient funds from the Norfolk City Council. In the event that sufficient funds are not appropriated by the Council, the administration and the teachers agree to reopen “meet and confer” sessions as needed.
- 1.2 These understandings incorporate the entire understanding of the administration and the teachers on all matters which were or could have been the subject of discussion during formal “meet and confer” sessions. Neither party shall be required to enter into further discussions relative to items of understanding contained herein or on any other matters during the terms set forth herein.
- 1.3 All parties should contribute to a positive environment by conducting themselves in a highly professional and ethical manner. Courtesy and respect are expected.
- 1.4 Any paragraph of these understandings or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the understanding shall remain in full force and effect.

## ARTICLE II

### RECOGNITION

- 2.1 The administration will recognize, for the purpose of conducting “meet and confer” sessions, any teacher employee organization representing teachers actually employed by the school division or any individual, full-time, regularly employed teacher. The purpose of “meet and confer” sessions is to encourage dialogue on specific matters of a personnel nature, namely salaries, fringe benefits, and other economic conditions of employment. The parties agree that these discussions shall in no way diminish, derogate, undermine, or supersede the final authority of the School Board or the Superintendent of Schools to make a final and binding decision in these matters.
- 2.2 *The Unit.* Whenever used in these understandings, the term “teacher” shall refer to all full-time teachers under regular contract whose salary is based on the salary schedule for teachers, including classroom teachers; itinerant classroom and resource teachers; media specialists; school counselors; psychologists; social workers; nurses; and teacher specialists but excluding the following: superintendent; all administrators and supervisors; all classified personnel including, paraprofessionals, security personnel; substitute teachers, including long-term substitute teachers, and all personnel employed on a part-time basis.

## **ARTICLE III**

### **WORK CONTINUITY**

- 3.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, willful absence from assigned work station, or refusal or failure to fully and faithfully perform job functions and responsibilities by any teacher employee organization or by its officers, agents, or members during the term of these understandings, including compliance with the request of other employee organizations to engage in such activity.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

- 4.1 The parties acknowledge that the School Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and, except as expressly provided otherwise by these understandings or by law, both the School Board and the Superintendent shall retain their rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school division and to otherwise carry out their lawful rights and responsibilities. Nothing in these understandings shall be construed to limit the statutory power and duty of either the Superintendent or the School Board. Such rights of the school division include but are not limited to: direct the work of the employees; hire, promote, demote, transfer, assign, or retain employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school division in emergencies; and to determine the methods, means, and personnel by which operations are to be carried on, including subcontracting, if such is deemed desirable.

## **ARTICLE V**

### **RIGHTS OF TEACHERS**

- 5.1 It is recognized that teachers have the right to join or not to join teacher employee organizations and that membership shall not be a prerequisite for employment or continuation of employment of any employee.
- 5.2 Authorized representatives of recognized teacher employee organizations shall be permitted to transact official business on school property at all reasonable times before and after the instructional day provided that the conduct of such business shall not interfere with or interrupt normal school operations and provided that any use of school facilities described herein shall be subject to existing policies and regulations governing the use of school facilities. All

arrangements for the use of school facilities to transact official business will be made with the Superintendent of Schools or the designated agent.

5.3 The administration grants the privilege to teacher employee organizations to meet with individual members during the school instructional day pursuant to the following guidelines:

1. The employee must be a registered member of the organization prior to the visitation. Under no circumstances should this privilege be used to “recruit” new members.
2. The visitation must be initiated by the employee.
3. The visitation shall occur only during the employee’s lunch time or unencumbered planning time.
4. The administration reserves the right to suspend this privilege either in part or in whole at any time.

5.4 *Payroll Deduction.*

Certain payroll deductions are required by law, including Federal Income Tax, Federal Social Security Tax, Medicare Tax, and Virginia State Income Tax. Certain deductions required by state code; VRS. Other payroll deductions, which are optional, include:

- United States savings bond;
- group health insurance;
- dental insurance;
- vision insurance;
- long-term disability insurance;
- critical illness insurance;
- optional life insurance;
- legal insurance;
- Flexible Spending Account;
- United Way contribution;
- tax-sheltered annuity plan; and
- membership dues for approved professional organizations.

Salary deductions to educational related organizations (i.e. NFT and EAN) shall be renewed automatically. Cancellation of the deduction must be requested by the employee in writing to the educational related organization.

5.5 *Bulletin Boards.* Principals of schools shall be responsible for control of bulletin boards in a manner which does not interfere with the use of such boards for school purposes. Teachers shall consult with the principal when they desire to utilize space or shall follow such regulations as may be promulgated by the principal. Announcements and communications pertaining to activities or functions available to larger numbers of teachers may be given preferential treatment in use of bulletin board space over matters which would apply to smaller

numbers. If bulletin board space is limited and communication by other means is feasible, the principal shall have discretion to exclude material from bulletin boards.

- 5.6 *Greeting of New Teachers.* Teachers, including those who have formed groups to advance their professional interests, may consult with their principals with regard to the greeting of new teachers during the orientation at the beginning of the school year. Principals shall have the discretion to permit such greeting of new teachers provided that such activities can be carried out without disruption of the orientation process. In allowing greeting of new teachers, principals shall impose such reasonable rules and regulations as may be necessary to ensure that the orientation process functions smoothly.
- 5.7 *School Calendar.* Teachers, including those who have organized into groups to advance their professional interests, may make recommendations concerning the annual school calendar. The school administration shall give due consideration to all such recommendations in the course of preparing the annual school calendar. The administration shall invite teachers, including those organized into groups, to nominate representatives to sit with the calendar committee and provide teacher input into the decision-making process. The administration shall endeavor to secure such teacher representatives in a manner which will facilitate and expedite input from the largest number of teachers. All final decisions concerning the school calendar shall be made by the School Board.

## **ARTICLE VI**

### **COMPENSATION**

- 6.1 *Salary Credit for Teaching Experience.* Teachers entering the Norfolk Public Schools not later than the first day of the second semester shall be credited with one (1) year of teaching experience, and be placed on the next step of the appropriate salary scale for the next school year if a step increase is approved by the School Board for the following school year. This salary credit is separate from the Virginia requirements toward earning a continuing contract.
- 6.2 *Credit for Partial Year Teaching Experience.* No credit will be allowed for less than five months service in any school year. A teacher may not receive a full year's salary credit for a partial year of work more than once.
- 6.3 *Advanced Degrees.* A teacher who secures a higher degree will be placed on the appropriate grade of the teacher scale after acceptable documentation is received by the Department of Human Resources and will not be effective until approved by the School Board. The salary change will be retroactive to the date of the presentation of all pertinent documentation of the completion of the higher degree/coursework to the Department of Human Resources. For salary credit, Norfolk Public Schools recognizes Master's Degrees in the field of education or fields directly related to the teaching assignment. Salary credit for Master's plus 30 is awarded for 30 hours of course work when it is separate and not a part of the Master's Degree and all course work must be at the graduate level. The graduate course work should be in the teacher's teaching area in education or towards a new licensure endorsement.

- 6.4 *Twelve Month Pay Option - Reserve Pay.* Reserve pay allows a 10 or 11-month employee to receive pay over 12-months. No new enrollments will be accepted from employees hired after September 1 of each school year.
- 6.5 *Salary.* Teachers will be paid in accordance with the published NPS Salary and Wages Book.
- 6.6 Teachers contracted on a part-time basis of 50 percent (50%) or more of the established work schedule will advance on the salary scale at the rate of one step for two part-time years of employment when salary increases are approved by the School Board.
- 6.7 *Direct Deposit.* Direct deposit of net pay is mandatory as a condition of employment with Norfolk Public Schools. NPS offers a pay card for individuals who cannot obtain a traditional bank account (See NPS Employee Handbook – Direct Deposit).
- 6.8 *Reimbursement for Tuition Assistance (If funds are available, as approved by the School Board).*
- A. Teachers will be reimbursed the full cost of up to three (3) approved graduate credit hours per year in their general subject area or to improve their instructional skills. Reimbursement for tuition costs at an institution other than Norfolk State University or Old Dominion University will be paid at actual cost of the credit hours or at the Old Dominion University or Norfolk State University rate, whichever is lower. Teachers seeking to take advantage of this benefit will be required to apply for and receive approval *prior to the first day of class*. The amount allowed for tuition assistance may also be applied toward the cost of National Board Certification. Funding for the reimbursement of tuition assistance will be provided as allowed by the annual approval of the School Board’s Budget.
- B. Teachers will be given 60 days from the end of the class to submit all documentation for reimbursement. The exception would be at the end of the fiscal year where documentation must be submitted three (3) days prior to the end of the school year (June 30).
- 6.9 *Payment for Unscheduled Contract Days.* Payment for unscheduled contract days shall be based upon a proportional basis over the course of the year and dependent upon the actual number of days worked (or on approved paid leave) divided by the assigned working days, as approved by the School Board on an annual basis.

## **ARTICLE VII**

### **BENEFITS**

- 7.1 *Employee Benefits.*
- A. Health Insurance - Full-time employees are offered health insurance, and the School Board will pay a portion of the premiums. Half-time employees are eligible for health insurance, and the School Board will pay a partial employer subsidy.
- B. Dental Insurance - A separate dental plan is available at full cost to the employee.

C. Vision Insurance - A separate vision plan is available at full cost to the employee.

D. Group Life Insurance - A fully paid group life insurance plan is offered for full-time employees. The amount of insurance is equal to the employee's annual salary rounded up to the next thousand and doubled. In addition, full-time employees will be allowed to purchase, through payroll deduction, additional term life insurance for themselves, their spouse, and/or their dependent children dependent upon the insurance carrier.

E. Employee Group Legal Insurance Plan - Norfolk Public Schools offers all full-time employees the option to purchase this service through payroll deduction. This plan will cover a number of legal services including wills, consumer matters, real estate transactions, family law, adoptions, civil disputes, and general legal advice.

F. Tort Insurance - General liability insurance covers staff against claims arising out of bodily injury or property damage to others as a result of their employment for which there is or may be a personal legal obligation. Defense costs shall be borne by the School Board except in cases where the employee has gone beyond the scope of his or her employment.

G. For additional benefits information, please visit the Norfolk Public Schools benefits website at <https://www.optimahealth.com/group-pages/norfolk-consortium/norfolk-public-schools/>.

7.2 *Virginia Retirement System (VRS)*. See NPS Employee Handbook

7.3 *Payment for Unused Sick Leave*. The School Board shall pay employees for unused sick leave at retirement at the current rate at the time of publication. Such compensation will be paid to the estate of an employee who dies while employed by Norfolk Public Schools.

7.4 *Employee Assistance Plan (EAP)*

Norfolk Public Schools shall contract with a private agency to provide all employees with an assistance plan for family, emotional, and/or substance-dependency problems. The Employee Assistance Program will guarantee employee confidentiality when voluntary assistance is sought. The agency shall agree not to report to the school division the names or other identifying information of employees seeking assistance. Employees recommended by the administration to receive assistance under the program will receive confidential assistance after reporting to the agency. No information will be provided to the employer. For mandatory referrals, the agency shall agree to report only the fact of the employee receiving assistance from the agency and that the employee is satisfactorily meeting the tenants of the treatment plan.

## **ARTICLE VIII**

### **LEAVES**



8.1 *Leave for Political Activity (See NPS Employee Handbook).*

**A.** At the discretion of the Superintendent, a leave of absence without pay for the purpose of campaigning for public office may be granted for a period not to exceed thirty (30) days in any three-year period. At the discretion of the Superintendent, employees signifying their intent to campaign for public office may be required to take such leave.

**B.** Employees elected or appointed to a political or governmental office may be granted a leave of absence without pay for the purpose of holding such office for a period not less than one (1) year (or the duration of the school year in which the employee is elected or appointed to take office) and/or more than four (4) years.

**C.** The School Board of the City of Norfolk recognizes the right of its employees to engage in political activity. Employees may solicit support for political candidates or political issues outside regular work hours and off school property. School employees engaging in political activity must not imply that their views and actions represent the views of the school division (See NPS Employee Handbook).

8.2 *Military Leave Special or Temporary Active Duty.* A military leave for special active duty (specified on orders as SPECACT) and temporary active duty (specified on orders as TEMAC) will be granted to employees, with any salary received from the military while on active duty deducted from the employee's school salary. Additionally, leave from the school assignment does not have to be routinely approved for SPECACT and TEMAC. Any request for military duty leave must be accompanied by a copy of the official order to report (See School Board Policy GCBEB).

8.3 *Approved Leave Without Pay.* Upon approval of the Superintendent, an extended leave of absence without pay for up to one (1) year may be granted to teachers for personal illness, illness in the family, parenthood, further study, or approved travel. A request for a leave of absence without pay must be filed with the Department of Human Resources no later than April 1 preceding the school year for which the request is made. Any request for an approved leave of absence must be accompanied by documentation (where applicable).

8.4 *Employment After Leave.*

**A.** An employee returning from an extended leave of absence will not be guaranteed his/her former assignment but will be placed in a position for which he/she is certified and qualified when such a vacancy exists. It is anticipated that an employee would return from leave at the beginning of a semester; however, if a suitable vacancy arises at some other time during the year, he/she may be assigned to that vacancy (See NPS School Board Policy GCBEB).

**B.** Reinstatement of certificated personnel on leave is expected to occur at the beginning of a semester or the beginning of a contractual period. Requests for reinstatement following a leave for any reason shall be filed in writing in the Department of Human Resources on or before December 1 for return at the beginning of the second semester and on or before June 15 for the ensuing school year (See NPS School Board Policy GCBEB-R).

8.5 *Reasons for Leaves of Absence.* Each leave of absence must be recommended by the building

principal or department head, appropriate executive director of schools, executive director of human resources, and superintendent. Such requests must be accompanied by supporting documents.

Leaves of absence without pay for a period not to exceed one school year may be granted to personnel for reasons such as personal illness, illness in the family, motherhood, fatherhood, professional improvement, quarantine, religious holidays, personal business, and death in the family. A military leave of absence without pay shall be granted to any regular employee as established by law (See NPS School Board Policy GCBEB).

8.6 *Sick Leave – Annual Allowance.* Sick leave is accrued at the rate of one day per month for 10, 11, month employees, with unlimited accumulation as follows:

10-month: 10 days

11-month: 11 days

12-month: 15 days (at the rate of 1.25 days per month)

8.7 *Cumulative Sick Leave.* If an employee is absent fewer than the total number of days of sick leave allowed during the contract year, the unused allowance may be accumulated without limit.

8.8 *Sick Leave - Family Illness.* Sick Leave/Family Illness is limited to spouse, child, parent, grandparent, brother, sister, grandchild, mother-in-law, or father-in-law, unless an atypical family relationship is involved. If this is the case, it should be explained on the leave form. Sick Leave/Family Illness is deducted from the sick leave accumulation of the employee.

An employee who is absent because of the disability of a member of his/her immediate family will be allowed full pay for such absence providing that the total number of days for such absences for each year do not exceed the number of months contracted by the employee for the year (example: 10-month contract = 10 days, 12-month contract = 12 days). If an employee's request for sick leave/family illness exceeds the number of days of sick leave the employee has accumulated, such leave will be without pay.

8.9 *Critical Family Illness.* An extension of Sick Leave/Family Illness for up to an additional 20 days may be requested for a critically ill immediate family member by submitting a written request to the Superintendent or designee, including a copy of the FMLA documents with a physician's statement. These additional days will be deducted from the employee's personal sick leave accumulation. If an employee has exhausted his/her sick leave, then it will be without pay.

8.10 *Death in Family.* An employee who is absent because of the death of a member of his/her "immediate" family (includes spouse, child, parent, adoptive parent, foster parent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law) will be allowed leave with pay, taken at the time of death, not to exceed three days. Death in family leave will be extended to allow an employee to escort a minor child to the funeral services for an ex-spouse who is the child's parent. An additional two days will be allowed for death involving an **employee's** spouse, child, parent, or adoptive parent. This leave will NOT be approved to extend over a school holiday (i.e.

winter, spring holidays). An atypical family relationship should be explained on the leave request form and will be handled on an individual basis by the Principal and Executive Director of Human Resources.

- 8.11 *Sick Leave Bank.* Norfolk Public Schools will maintain a sick leave bank to be used by eligible employees (VRS Plan 1, VRS Plan 2, and Hybrid employees for the first year of employment) who are incapacitated by long-term personal illness or injury according to the provisions set forth in the NPS Employee Handbook. After the first year of employment, Hybrid employees should refer to the VRS website.
- 8.12 *Sick Leave Donation.* Eligible employees are able to donate and receive sick leave in accordance with the NPS Sick Leave Donation Regulation (See NPS Handbook and Appendix E).
- 8.13 *Professional Leave.* A professional leave request should be accompanied by documentation of the place and purpose of the meeting in the form of a registration form, agenda, announcement or other appropriate documentation. The request should be submitted to the employee's direct supervisor for approval or disapproval. If approved, the payroll clerk for the department or school will process the request through the Payroll Office.

“Employee requested professional leave” is provided to enable employees to pursue professional growth experience that they identify as being pertinent to job-related requirements. It may be either with or without pay, as determined by the degree to which the intended activity is job-related. Approval of this type of leave will be subject to the following considerations:

- availability of a suitable substitute, if applicable;
- impact of the employee's absence on the program;
- potential contribution (professional, fiscal, etc.) to the school division;
- depth of individual participation (program participant or observer);
- frequency of requests of employees at the work site; and
- frequency of requests from requestor

- 8.14 *Personal Leave.* Full-time employees who are not eligible for annual leave will be entitled to personal leave (up to 3 days per year), which is allocated as follows:

- those who begin work no later than November 30 - 3 days
- those who begin work after November 30 but no later than February 28 - 2 days and
- those who begin work after February 28 - 1 day

Personal leave days shall not be used in conjunction with separation from employment from Norfolk Public Schools.

Although it is not required to provide the reason for requesting personal leave, it is NOT to be used for vacation or recreation activities, but is available to take care of matters which may not be pursued at any time other than the school day.

Personal leave may not be used on the last day before or the first day after holidays (i.e.

Thanksgiving, winter and spring holidays), except when an employee can document the existence of an unforeseen family or personal emergency that qualifies for personal leave. The employee should request personal leave at least seven (7) days in advance. In instances when it is not possible to submit a request in advance, the Request for Leave Authorization Form (A-35) should be submitted immediately upon return to duty. If an employee is absent fewer than the total number of days of personal leave allowed during the year, the unused allowance will be accumulated as sick leave. Alternatively, the employee may choose to convert the unused allotment of personal leave each June to one (1) additional day of personal leave for each two (2) unused days, with the maximum converted accumulation not to exceed three (3) days. At no time will an employee's personal leave exceed six (6) days, including converted days. The employee must make the request for conversion in writing to the Executive Director of Human Resources by no later than June 15. Personal Leave Conversion Request Forms may be obtained from the Intranet ([www.sbo.nps.k12.va.us](http://www.sbo.nps.k12.va.us)).

8.15 *Leave for Adoption.* Under the Family Medical Leave Act (FMLA), eligible full-time employees are entitled up to 12 weeks of unpaid leave for adoption of a child. Norfolk Public Schools provides full-time employees not entitled to annual leave, paid leave not to exceed five (5) days. One (1) day of leave for adoption will be deducted from the allowance for the employee's accumulated personal leave and up to four (4) days from the employee's accumulated sick leave. These five (5) consecutive days of paid leave are included in the twelve (12) weeks covered under the Family Medical Leave Act.

8.16 *Leave for Religious Holidays and Religious Accommodations.* Norfolk Public Schools grants employee requests for reasonable accommodations for their religious practices, pursuant to the Constitution of the United States and Title VII of the Federal Civil Rights Laws, when it can be done without undue hardship.

A request for leave for a religious holiday or religious accommodations should state the holiday to be observed. An employee may be granted leave for bona fide religious holidays. This leave will be granted by the principal/supervisor and may not exceed three days per year. The employee must request the leave in writing at least two days before the date on which it is needed.

The employee may choose to have these absences charged against his/her accumulated sick leave balance or, as an alternative, may choose to have up to two of the three days processed as follows:

1. Make-up duty will be performed at the school or other work location during hours when the building is normally open. Such duty may NOT be served at home.
2. The amount of time taken for religious leave will be made up by working a minimum of an additional one-half hour per day.
3. The make-up schedule will be completed within forty-five (45) work days after the leave or by the end of the school year if fewer than forty-five (45) work days remain. When the hours are made up, a memorandum record will be completed by the principal/supervisor, signed by the employee and filed for reference.

The leave will be made up at a time mutually agreed upon by the employee and the principal/supervisor.

- 8.17 *Leave for Parent Teacher Conference.* Employees shall be allowed up to ninety (90) minutes of leave on parent teacher conference day(s) to meet with their child/children's teacher(s). It will be up to the employee to work this out with their principal or supervisor, and appropriate documentation of a scheduled conference must be provided to the same. This leave shall not be deducted from the employee's sick leave, vacation leave, or personal leave.
- 8.18 *Liberal Leave.* There are occasions when Norfolk Public Schools is open but because of extenuating circumstances groups of employees are not able to report. Normally these circumstances are weather related. (See Appendix F)

## **ARTICLE IX**

### **WORKDAY & WORK YEAR**

#### 9.1 Duty Day for Teachers.

The standard length of the workday for teachers during the regular school term shall be seven (7) hours, twenty (20) minutes. At the discretion of the Superintendent of Schools, the duty day may be extended to accommodate required school-related activities provided that the total amount of time required by such extensions will not exceed thirty (30) hours during a given school year.

Required school-related activities are those where the attendance of all or a part of the school faculty is mandatory and which extend the regular duty day for teachers beyond seven (7) hours, twenty (20) minutes. These activities include, but are not necessarily limited to, parent-teacher conferences, staff development programs, grade or departmental meetings, open house, and general meetings of faculty members (as distinguished from regularly scheduled weekly faculty meetings), supervision of pupils before and after school during inclement weather, or other circumstances when supervision of pupils is necessary. Sponsorship of extracurricular activities will not be charged against the accumulation of hours of extended time.

#### 9.2 Elementary Planning Time

**A.** Elementary school classroom teachers are provided 225 minutes of planning time per week. One 45-minute period is to be used in collaborative planning and another 45-minute period is reserved for professional development that is aligned with local, state, and federal assessment results for students based upon student achievement at each school. The remainder of the time is used for individual teacher and/or collaborative planning at the discretion of the teacher.

#### **B.** Use of Resource Teachers During Elementary Planning Time

When resource teachers are used to cover elementary planning time or professional development time, a maximum of six (6) 45-minute blocks per day will be scheduled for art, music, health & PE teachers and assistants. If art or music is on a cart, classes will be

scheduled 10-minutes apart when needed. (See Appendix D)

9.3 *Lunch Periods and Breaks.*

**A.** Each teacher will be permitted an unencumbered lunch period of not less than thirty (30) minutes free from supervisory duties with students.

**B.** Elementary classroom teachers and other elementary teachers on full-day schedules who do not have periods of time free from direct student contact will be provided a fifteen-minute release period within the student day. The building principal will be responsible for establishing an appropriate schedule.

9.4 *Teacher Planning Days.*

Teacher planning days, excluding pre-service non-teaching days, shall be free from supervision or other scheduled activities such as group development or in-service training, but in all respects shall be treated as a normal contractual duty day. During pre-service week, teachers will be allowed to use the majority of their contractual day for planning and preparation for the opening of school. Principals of fully accredited schools may use up to two (2) hours per day during the pre-service week for principal organized in building activities. Teachers in schools not meeting full accreditation at the state level and/or those not meeting federal targets will be allowed to use the majority of their contractual day for planning and preparation for the opening of school. Principals of schools not meeting full accreditation at the state level and/or those not meeting federal targets may use a total of **15 hours** during the pre-service week for professional development and other organized in building activities.

9.5 *Staff Development - Length of Duty Day.* The working hours for all duty days when pupils are not in school shall be seven (7) hours, twenty (20) minutes with one hour for lunch, which may be taken at a location of the teacher's choice.

9.6 *Release Time Under Adverse Conditions.* When pupils are told to report late or are dismissed early because of building conditions or inclement weather, teachers shall follow the same schedule with the allowance of fifteen (15) minutes before and up to one (1) hour after the schedule for pupils. While the administration reserves the right to hold staff to ensure an orderly shutdown and the safety of students, every effort will be made to release teachers within 15 minutes after students are released. When employees encounter inhibitive, environmental conditions on days when students are not present, the administration may allow them to restructure their work schedule to fulfill contractual obligations at a time more conducive to successful completion of the obligations, providing necessary facilities, if needed. On such occasions, Norfolk Public Schools will make reasonable efforts to allow access to schools or to permit completion of contractual obligations.

9.7 *Substitute Teachers*

Every effort will be made to secure substitutes when teachers are absent on regular duty days. In the event that a satisfactory substitute is not available other staff may be assigned to serve in the capacity of a substitute teacher. Except in cases of general emergency, teachers will not be required to substitute for other teachers during their planning period.

9.8 *Extracurricular Activity.*

**A.** When required by the principal or other authorized agent, any teacher assigned as a full-time faculty member of a single school unit shall be responsible for sponsoring a minimum of one (1) extracurricular activity in addition to the regular schedule of classroom teaching.

The sponsorship of extracurricular activity shall not be cause for additional salary except in those instances where the School Board authorizes additional salary for additional responsibilities. Principals shall make every effort to assign sponsorship of extracurricular activities in an equitable manner. (Lunchroom, hall, study hall, and playground duties are not considered to be extracurricular activities.)

9.9 *Teaching Load.*

**A.** Principals shall exert every effort to schedule secondary teachers in such a way that no secondary teacher will have more than three (3) preparations per day. Subjects that have the same course name and are offered to students of the same ability grouping will be considered single preparation courses.

**B.** Each secondary classroom teacher's duty schedule will be arranged in such a way to include one unencumbered planning period (or the equivalent in schools using block scheduling) during the regular school day for pupils. Collaborative planning and/or professional development during non-individual teacher planning time will be aligned with local, state, and federal assessment results for students. Teachers of block schedules, with no more than 150 student periods per day, may teach 30 class periods per week.

9.10 *Length of School Year.*

**A.** The annual teacher's contract is considered a ten-month contract and shall include the following:

One hundred eighty (180) teaching days (minimum required by law).

Ten (10) days for such activities as teaching, planning for the opening of school; evaluation; completing records and reports incident to the closing of each semester or school year; committee assignments, and conferences as is defined by the local School Board.

Ten (10) days for a continuation of activities under items (1) and (2) and/or such other activities as may be assigned or approved in the discretion of the School Board.

Teachers employed on a 12-month contract will have the same holidays specified in the school calendar for other classroom teachers in addition to 12 vacation days. Vacation requests must be in accordance with programs and approved by the principal. Vacation days may not be carried over from one year to the next.

NOTE: Teachers' salaries are predicated on a 200-day work year.

## ARTICLE X

### PERSONNEL

#### 10.1 *Teacher-Requested Transfers.*

A. A teacher may request a transfer to a particular location. The request shall be made on the date prescribed via the online NPS Voluntary Transfer Application, which is facilitated by the Department of Human Resources. Eligible teachers will be given consideration when a vacancy occurs in their desired location(s). Voluntary transfers will be limited to the opening of school in the fall.

B. All other things being equal, it is advisable for probationary teachers to remain in the same position during the probationary period. (Virginia State law prescribes that the formal probationary period for teachers is three [3] years.)

C. In cases where an excessive number of transfers is requested from any one building, the number to be considered at any one time shall be determined upon the basis of the needs of the school and the school division.

D. The Executive Director of Human Resources or designee shall be responsible for reviewing all requests for transfers. In cases where requests cannot be honored, the teacher shall be notified.

E. The principal of the building to which the teacher has requested transfer shall be notified at the time the transfer is being considered. The receiving principal may request an interview with the teacher; and if the transfer is not recommended by the receiving principal, he or she must notify the Executive Director of Human Resources or designee in writing within five (5) days after the interview. The Executive Director of Human Resources or designee shall notify all appropriate persons of the action taken concerning the request for transfer.

F. A new Voluntary Transfer Application must be completed each year.

G. In filling vacancies, first consideration shall be given to transfers requested by teachers. First consideration is defined as the receiving principal reviewing the voluntary transfer list prior to considering a new hire.

H. A voluntary transfer request does not guarantee placement in another building.

#### 10.2 *Transfers Initiated by the Superintendent.*

A. In situations where the best interests of pupils and/or teachers are involved, the Executive Directors of Schools may initiate transfers subject to the approval of the Superintendent.

B. A prime consideration in effecting transfers will be to maintain in each building the teachers qualified and willing to teach the classes to be taught and handle the activities to be handled. Seniority in teaching classes and sponsoring extra-curricular activities in a building is a paramount consideration in deciding on transfers. To be more specific, the seniority of a



French teacher will not be a factor in holding that teacher in a building if there are no French classes to teach in that building; and the seniority of an annual sponsor must be considered a decisive factor if there are no other teachers in that building to sponsor the activity.

C. When declining enrollment necessitates teacher transfer, the teacher in the subject, specialty, or grade level endorsement with least seniority in the division shall be transferred. In case two teachers have identical seniority in the division, seniority in the building will be considered.

D. Transfers of teachers from one building to another because of declining enrollment shall have preference over all other transfers.

E. An involuntary transfer may affect total compensation for the duration of the school year to which the transfer applies.

F. Nothing contained herein shall be construed as limiting the right of the teacher to request a conference with the Superintendent concerning his assignment. In no event will an involuntary transfer of a teacher be subject to the grievance procedure.

G. Teachers shall be consulted by the administrator(s) involved before changes are made in their grade level, course, or teaching assignment, provided the teacher is available or can be contacted for a conference.

H. The final judgment in all transfers of teachers shall rest with the Superintendent of Schools.

### 10.3 *Vacancies*

A. Whenever vacancies occur for administrative or supervisory positions within the school system, each position will be filled by election of the best-qualified applicants.

**B.** Information on vacancies and promotional opportunities, including necessary qualifications and procedure for application, will be published on the Norfolk Public Schools' website.

C. Teachers who interview for vacant positions will be notified of their status when the position is filled.

### 10.4 *Vacancies (Night School and Summer School).*

A. Whenever vacancies occur for night or summer school teaching positions, each position will be filled by election of the best qualified applicants. The prime consideration will be to maintain in each program the teachers qualified and willing to teach the classes to be offered.

**B.** Information on vacancies in night school and summer programs, including necessary qualifications and procedure for application, will be posted in all schools, will be published in Norfolk Public Schools publications, and copies of such notices made available to employee organizations.

10.5 *Annual Contract.* When teachers are requested to sign their annual contracts in the schools, contracts shall be available in the schools for a period not less than three (3) working days in order to afford each teacher time to review the contents of his or her contract.

10.6 *Teacher Evaluation.*

*A. Generally.* Each teacher in the division shall be provided access to a copy of the evaluation procedures being used in the Norfolk Public Schools via the NPS website.

*B. Evaluation Reports.* Principals and other persons in authority shall take steps to ensure that all teacher evaluation reports are treated in a confidential manner. Access to teacher evaluation reports shall be limited to persons authorized to review them.

*C. Evaluators.* Personnel evaluations shall be conducted by principals and assistant principals.

*D. Monitoring and Observations.* All monitoring and observations of the teacher shall be conducted openly. The use of any mechanical device shall be prohibited unless the teacher has full knowledge of the occurrence. Observations involving the use of mechanical devices shall be in addition to the minimum observation requirement found in the Norfolk Public Schools evaluation procedures. Any electronic record of an observation shall be kept confidential and viewed only by authorized personnel. The teacher shall be notified if the electronic record is kept beyond the employee's next summative evaluation or the conclusion of a performance improvement plan. The administrative staff shall observe teachers in accordance with established guidelines to ensure a realistic assessment of performance.

*E. Probationary Employees.* All probationary employees in positions which fall under the purview of the Virginia statute on continuing contracts shall receive an annual written formal evaluation until such time as a continuing contract may be issued and the probationary status removed.

*F. Continuing Contract Employees.* Personnel on continuing contracts shall receive a formal written summative evaluation no less than every third year. Professional employees whose work is marginal or unsatisfactory shall be subject to formal written evaluation at any time during the school year.

*G. Written Evaluation.* The written evaluation shall indicate those areas where growth is needed, if any, and suggestions for improvement in such areas shall be listed. Either the teacher or the administrator may ask for supervisory or other resource personnel to provide assistance required for optimum growth.

*H. Follow-up.* Following each formal evaluation by the administrator, which shall include a conference with the teacher and may include a self-evaluation by the teacher, a written report shall be completed by the individual conducting the evaluation. The teacher being evaluated shall sign all such completed reports. A copy of all completed reports shall be given to the teacher. Upon request of the teacher, a copy of the summative evaluation shall be given to the teacher at least one (1) day prior to the conference regarding the document.

A teacher may submit any additional comments to any written evaluation in the event he or she does not agree with the contents of the evaluation. These comments shall be attached to his or her evaluation form in his or her personnel file.

**I.** Teachers will not be required to sign a report of a formal observation until a conference is held concerning that report.

**J. In-Building Files.** Teachers shall, upon request, be able to view any in-building files maintained on them.

#### 10.7 *Progressive Discipline Guidelines.*

Progressive discipline is designed to address inappropriate behavior(s) and to support teachers through the use of incremental interventions. Progressive discipline includes: warnings; letter(s) of concern; letter(s) of reprimand; suspension(s); plan(s) of growth and support dialogue; and the performance improvement plan(s).

##### 1. **Warning**

For minor offenses, the teacher may be given a warning. The purpose of a warning is to clarify any misunderstanding and to provide specific direction for correcting the behavior(s).

##### 2. **Letter of Concern \***

The building administrator may issue the teacher a letter of concern. Depending upon the behavior being addressed, this letter may or may not be preceded by an oral warning. In the letter, the building administrator will include a brief review of any prior disciplinary action taken. The performance standard, policy, or practice that has been violated should be named. In addition, the building administrator will explicitly outline any corrective action that must be taken to resolve the concern. When appropriate, the building administrator should summarize the support that will be provided to the teacher to assist him or her in meeting the expectation(s).

The letter of concern should be based only on facts and information of record, not hearsay or unfounded conclusions. It must include the statement that failure to follow the directive(s) of the letter could result in disciplinary action. The teacher must sign the letter with a statement that makes clear his or her signature acknowledges receipt of the letter and its included directives.

It must be noted in the letter that copies will be provided to the appropriate Human Resources Generalist and Executive Director, and a copy will be placed in the teacher's personnel file.

##### 3. **Letter of Reprimand \***

The building administrator may issue the teacher a letter of reprimand. Depending upon the behavior being addressed, this letter may or may not be preceded by an oral warning. In the letter, the building administrator will include a brief review of any prior disciplinary action taken. The performance standard, policy, or practice that has been violated should be named. In addition, the building administrator will explicitly outline any corrective action that must be taken to resolve the concern. When appropriate, the building administrator

should summarize the support that will be provided to the teacher to assist him or her in meeting the expectation(s).

The letter of reprimand should be based only on facts and information of record, not hearsay or unfounded conclusions. It must include the statement that failure to follow the directive(s) of the letter could result in further disciplinary action. The teacher must sign the letter with a statement that makes clear his or her signature acknowledges receipt of the letter and its included directives.

It must be noted in the letter that copies will be provided to the appropriate Human Resources Generalist and Executive Director, and a copy will be placed in the teacher's personnel file.

#### **4. Plan of Growth and Support Dialogue**

The plan of growth and support dialogue is a school-level plan and discussion between the evaluator and the teacher. This is an optional step in the progressive discipline process, and its goal is to promote conversation about teacher performance for the purposes of addressing specific needs or areas for professional growth.

The Support Dialogue Form template can be found in the Teacher Performance Evaluation System Handbook.

#### **5. Performance Improvement Plan**

If a teacher's performance does not meet the expectations established by the school, the teacher may be placed on a Performance Improvement Plan (Plan of Action) through the Professional Review Board process. A Performance Improvement Plan (Plan of Action) is designed to support the teacher in addressing areas of concern through targeted supervision and the provision of additional resources. The plan may be initiated by an evaluator at any point during the year for any teacher whose professional practice would benefit from additional support, though a Performance Improvement Plan (Plan of Action) should always be implemented if one of the following scenarios occurs at the end of any Teacher Performance Evaluation System data collection period if the teacher receives:

- a. two or more "Not Evident" ratings at the interim review;
- b. a rating of "Developing/Needs Improvement" on two or more performance standards; or
- c. a rating of "Unacceptable" on one or more performance standards or an overall rating of "Unacceptable."

The Performance Improvement Plan process is included in TalentEd Perform. To assign the Performance Improvement Plan, the building administrator should contact the appropriate Human Resources Generalist.

#### **6. Administrative Leave**

Only the Department of Human Resources can place employees on administrative leave.

\* Note: Building administrators should use the following resources as guidelines to address teacher behaviors in letters of concern and reprimand:

1. Norfolk Public Schools' Teacher Performance Evaluation System Handbook
2. Norfolk Public Schools' Employee Handbook
3. Norfolk Public Schools' School Board Policies

<https://www.boarddocs.com/vsba/nps/Board.nsf/goto?open&id=89476K57C109>

#### 4. Other Norfolk Public Schools Handbooks (As Applicable)

##### 10.8 *Performance Improvement Plan.*

**A.** The content and procedures of any performance improvement plan or other remedial effort shall be fully discussed with the employee involved before the implementation date. A written status report shall to be provided the employee involved by the immediate supervisor at regular intervals as specified in the performance improvement plan.

**B.** An employee shall be afforded a three-day period between receipt of a performance improvement plan and discussion of the performance improvement plan as provided in the previous section. Employees shall have the right to be accompanied by a representative of their choice at this discussion, but no such representative shall be an attorney.

**C.** All dialogue and meetings between an employee and appropriate staff held for the purpose of reviewing job performance and discussion of the continuation of employment with Norfolk Public Schools shall be conducted with utmost regard for confidentiality.

**D.** If a performance improvement plan is presented prior to the final work day of the school year, the salary of the teacher shall be frozen at the current grade and step for the following school year. If the performance improvement plan is presented on or after the final work day of the school year, the teacher will not incur a salary freeze for the following year.

**E.** A teacher whose performance improvement plan is extended to the next school year (and would thus be “frozen” at his or her current grade and step on the salary scale) may appeal the substance of the performance improvement plan within five (5) teacher workdays after receiving written notice of such extension. The appeal shall be to the Superintendent or designee. The Superintendent or designee shall meet with the teacher within fifteen (15) working days to allow the teacher to present reasons for not implementing the performance improvement plan. In extenuating circumstances, such as summer study commitments, the meeting shall take place at the earliest possible time before the start of the next school year. The Superintendent or designee shall render a decision within fifteen (15) days of the meeting. At the meeting, the teacher may be accompanied by a person of his or her choice, but no such representative shall be an attorney.

**F.** Following satisfactory completion of a performance improvement plan, the teacher shall be immediately placed on the salary scale at the step he or she would have held had the employee not been placed on the performance improvement plan. For a performance improvement plan which extends beyond twelve months, placement shall be limited to one step on the scale. However, a teacher completing a performance improvement plan at the end of a school year would be entitled to any step due at the beginning of the next school year in addition to one reinstated step.

10.9 *Teacher Specialist Reports.* When a teacher specialist makes a written report to the principal as a result of a visit to a teacher’s classroom, a copy of the written report will be given to the classroom teacher.

10.10 *Non-School Employment.*

Norfolk Public Schools does not prohibit its employees from engaging in gainful supplemental employment, provided that such employment does not adversely affect their performance of their work for the school system; create an actual, potential, or apparent conflict of interest with their work for the school system; or reflect discredit or potential discredit upon the school system.

If the Superintendent determines that an employee's supplemental employment violates this standard, he or she shall require that the employee terminate his outside employment.

10.11 *Reduction in the Number of Teachers.*

**GCPAZ-R. Regulation of Reduction in Professional Staff Work Force**

A decrease in enrollment, abolition of particular subjects, a decrease in the School Board's budget as approved by the appropriating body, a consolidation of schools, the phasing out of programs, departments, or grade levels, and other conditions may cause a reduction in the number of staff needed in a building, program or department, or in the entire school division. The general reduction in total personnel and redistribution of personnel within designated programs shall be done in accordance with this policy.

This regulation shall not operate to prevent the reassignment, nonrenewal, placing on probation, suspension, or termination of School Board employees following the usual procedures for each category of employment, including but not limited to probationary status, during the period of the reduction in force. This regulation shall not limit the School Board's exclusive final authority over the management and operation of the school division or the Superintendent's authority to transfer personnel.

**A. General Provisions.**

1. The Department of Human Resources shall develop and maintain seniority listings for each of the position classifications being reduced. Seniority is not the only factor or the determining factor in making reduction decisions. Performance evaluations will also be considered.
  - a. For purposes of a reduction in force, the School Board shall define "satisfactory" performance as an overall rating of at least proficient on the NPS Teacher Summative Performance Report or the NPS Principal/Assistant Principal Summative Performance Report. For purposes of a reduction in force, the School Board shall define "unsatisfactory" performance as an overall rating of developing/needs improvement or unacceptable on the NPS Teacher Summative Performance Report or the NPS Principal/Assistant Principal Summative Performance Report.
  - b. For the purposes of reduction in force, the School Board shall define "satisfactory" performance as no more than one (1) below standards on any domain of the NPS Central Office Administrator Appraisal Instrument. For purposes of a reduction in force, the School Board shall define "unsatisfactory" performance as two (2) or more ratings of below standards on any domains of the NPS Central Office Administrator Appraisal Instrument.

- c. For the purposes of reduction in force, the School Board shall define “satisfactory” performance as no more than one (1) below standards on any domain of the NPS Classified Appraisal Instrument. For purposes of a reduction in force, the School Board shall define “unsatisfactory” performance as two (2) or more ratings of below standards on any domains of the NPS Classified Appraisal Instrument.
  - d. For the purposes of a reduction in force, employees who have “unsatisfactory” performance may be considered for the reduction in force.
  - e. For the purposes of a reduction in force, employees who have not met “satisfactory” performance standards will not be eligible for a recall letter.
  - f. For purposes of a reduction in force, the aforementioned definitions shall apply regardless of continuing contract or probationary contract status.
2. Employees on the recall list with proper application may be eligible for temporary positions such as part-time and substitute positions. Acceptance of these positions shall not affect their chance of recall to their original position classification under other provisions of this policy.
  3. Released employees have the option, pursuant to federal law, as amended, of continuing their group health care coverage for up to eighteen (18) months by paying the group rate plus the administrative fee on a monthly basis.
  4. Upon reemployment, all rights related to salary, fringe benefits, and length of service shall be fully restored. However, the time which has elapsed between release and reemployment will not count toward length of service.

**B. Teachers and other Certificated Personnel.**

1. The phrase “teachers and other certificated personnel” shall mean a person who holds a current teaching certificate issued by the Virginia Department of Education, or certificate of specialty, who is employed on a full-time contractual basis by the Norfolk Public Schools and who has been placed on the teacher's salary schedule by formal action of the School Board. This category does not include Administrative/Supervisory Personnel (see subsection D below).
2. The reduction in force of teachers and other certificated personnel shall be accomplished according to the following provisions:
  - a. The administration shall determine the specific endorsement areas of instructional programs in which reductions need to be made and the extent of those reductions.
  - b. The administration shall then determine which individuals, if any, shall be subject to the reduction in force. That determination shall be based on seniority and performance evaluations. Reductions shall not be made solely on the basis of seniority.
  - c. The term “seniority” shall mean the period of time commencing with the most recent term of continuous service as a certificated employee with the Norfolk Public Schools including authorized leave but excluding temporary, interim, substitute, or part-time employment. The initial date of employment shall be the date of appointment to the position, as distinguished from the date of the School Board meeting where such an appointment was approved. If two or more teachers have the same length of service, they are ranked by date of contract offer that begins the most recent period of continuous service, and, if necessary, date of receipt of

most recent application resulting in employment. Each teacher shall be placed on the seniority list for the endorsement area or instructional program in which he or she is actively assigned, except as provided in paragraph B.4.

- d. Each teacher and other certificated personnel in the affected endorsement area or instructional program who is recommended for lay off, except as provided in General Provisions, from that area or program may be considered in all programs or instructional areas for which the endorsement requirements are fully met by the endorsement on which the teacher's active assignment has been based. In addition, a teacher and other certificated personnel who hold current endorsement in an area previously taught on a full-time basis within the past five years may be placed on the seniority list for that endorsement area.
3. Released teachers and other certificated personnel may be offered reemployment as vacancies occur, except as provided in General Provisions. Such teachers may be offered a position by recall letter, pursuant to the provisions of this paragraph, for a period of twelve (12) months from their date of release. Such recall letter shall be sent by certified mail. It shall be the responsibility of the employee to keep the Department of Human Resources informed of his or her current address. The eligibility for recall shall terminate if he or she:
  - a. Fails to respond affirmatively in writing fifteen (15) calendar days after the mailing of a recall letter offering him or her a teaching position;
  - b. Otherwise indicates in writing that he or she no longer wishes to be considered for recall; or
  - c. Fails to maintain certification requirements.
4. Teachers and other certificated personnel employed in a program funded through special grants or other special sources of funding may be placed on the seniority list for that program only and shall not be entitled to be placed on other seniority lists, except as provided in General Provisions. The recalls of such employees shall be limited to vacancies in the program from which they were released. This provision shall not apply to an employee who achieved continuing contract status in Norfolk as a teacher and who is recommended for reduction. Such employee may also be placed on the seniority list under section B as a teacher in the program or area in which he or she was actively assigned prior to serving in the funded position, provided his or her certification is still valid.
5. The provisions of Section B, shall not apply in those cases where the employment of teachers or other certificated personnel whose special skill and/or active assignment is essential to the effective operation of the school system. The determination of essential personnel shall be at the sole discretion of the administration.

### **C. Support Personnel.**

1. Support personnel are defined as those persons assigned full-time to a position not categorized as teachers and other certificated personnel or administrative/supervisory personnel in subsections B and D.
2. The school administration shall determine the specific position classifications in which a reduction in force needs to be made and the specific number of positions needed to be reduced.



3. The administration shall determine which individuals, if any, shall be removed pursuant to the reduction in force within the position classification. That determination shall be based on seniority and performance evaluations. Reductions shall not be made solely on the basis of seniority. Under this subsection, all continuous employment with the Norfolk Public Schools, regardless of position, shall be counted toward seniority.

In addition, an employee within this category who is recommended for reduction in force from his or her present position may be considered for lesser positions which the administration determines to have generally similar duties and for which the person is otherwise qualified. The salary shall be established based on the employee's new grade and current step.

4. Released employees within this category, except as provided in General Provisions, may be offered reemployment as vacancies occur in the positions which they held. A person shall not have a right to be recalled to a position higher than the one in which he or she was working at the time of the reduction. However, the administration may allow recall to a lateral or substantially similar but lower position. A person may be offered a position by recall letter for a period of twelve (12) months from the date of his or her removal pursuant to the reduction in force. Such recall letter shall be sent by certified mail to the employee's current address. It shall be the responsibility of the employee to keep the Department of Human Resources informed of his or her current address. An employee's eligibility for recall shall terminate if he or she:
  - a. Fails to respond affirmatively in writing within fifteen (15) calendar days after the mailing of a recall letter offering him or her a position;
  - b. Otherwise indicates in writing that he or she no longer wishes to be considered for recall; or
  - c. Fails to maintain certification/license requirements, if any.
5. The provisions of paragraph C.3., shall not apply in those cases where the employment of support staff whose special skills and/or active assignment is essential to the effective operation of the school system. The determination of essential personnel shall be at the sole discretion of the administration.

#### **D. Administrative/Supervisory Personnel.**

1. Administrative/supervisory personnel are defined as those persons in a position identified on the administrative/supervisory title list included in the NPS Salaries and Wage Book. This category does not include teachers or other certificated personnel as defined in subsection B above).
2. The administration shall determine the specific position classifications in which a reduction in force needs to be made and the number of positions therein to be reduced.
  - a. Where there is only one person in a position classification determined to be one which should be reduced, that person shall be removed pursuant to the reduction in force unless the administration considers such employee for another administrative or professional position pursuant to paragraph of this subsection. For purposes of this policy only, an administrator or professional who achieved continuing contract status in Norfolk or in any school division in the Commonwealth as a teacher prior to taking the

administrative or supervisory position and who is recommended for reduction may also be considered under section B of this regulation as a teacher in the program or area which he or she left, providing his or her certification is still valid.

- b. Where there is more than one person in a position classification, the administration shall determine which individual(s) shall be laid off. That determination shall be based on seniority and performance evaluations. Reductions shall not be made solely on the basis of seniority. If the position classification recommended for reduction is "principal", the superintendent may transfer a principal into an assistant principal position, displacing an incumbent assistant principal.
  - c. An employee who is recommended for reduction in force from his or her present position may be considered for other positions which the administration determines to have generally similar duties and for which the person is otherwise qualified.
3. Released employees may be offered reemployment as vacancies occur in the position which they held under the procedure set out in paragraph C except as provided in General Provisions.
  4. A person shall not be recalled to a position higher than the one in which he or she was working at the time of the reduction. However, the administration may allow recall to a substantially similar but lower position.

#### **E. Transfer.**

This regulation shall not apply to the reassignment or transfer of employees generally, but shall only apply when an employee is subject to losing his or her position because of the reduction in force. The administration retains the authority to transfer teachers or other employees to other assignments at any time in order to lower the number of persons affected by the reduction in force.

#### **F. Effect on Probationary or One Year Only Contract.**

Nothing in this regulation shall be construed as granting an employee on a probationary or one year only contract the right to employment beyond the term of his or her present contract or to grant such person a property interest in employment beyond the term of his or her present contract.

#### **G. Interpretations.**

The administration realizes that questions may arise about the application of this policy to a specific case. Consequently, interpretations of this policy shall be made by the administration when necessary. Any such interpretation shall be presumed valid until specifically ruled otherwise by the School Board.

- 10.12 *Eligibility to Coach Sports in Successive Seasons.* A coach will not be considered ineligible to coach teams with overlapping seasons provided another coach is authorized and assigned to the sport commencing the second semester.
- 10.13 *Cooperating Teachers.* No teacher will be required to serve without his or her consent as a cooperating teacher in the student teacher program.

- 10.14 *Complaints.* When complaints are to become a part of a teacher's personnel file, the teacher will be notified of the complaint when it is placed in the file.
- 10.15 *Grievance Hearings.* An employee requested to serve as a witness in a grievance hearing during duty hours shall be granted leave with pay for that purpose, provided the hearing officer has predetermined that the employee's testimony might have a material bearing on the matter before the panel.
- 10.16 *Teacher Allocation for Supplies.* All teachers providing direct instructional services to pupils (this is understood to include classroom and resource teachers) will be allocated a specific amount of monies on an annual basis, as determined by available funding, to be used for classroom supplies. This allocation shall not supplant provisions for instructional supplies through special programs (special education, gifted education, advanced placement, etc.). This allocation shall not supplant the school's responsibility to provide supplies to teachers.
- 10.17 *Contract Length Changes.* Employees who experience a contract change that reduces the number of employment months shall be fully informed of any change in a pay date schedule that may occur so they may plan accordingly. Such employees may be offered a plan to avoid lengthy periods without pay per Norfolk Public Schools' regulation and a minimum of two weeks in advance when practicable.
- 10.18 *Joint Committee on Labor Saving Technology.* A permanent joint committee shall be established to review software and technology, including upgrade releases, available for such teaching responsibilities as grade book maintenance, attendance record keeping, and maintaining communications with parents. The committee shall be empowered to approve specific programs, devices, and other technology that would become the accepted standard for Norfolk Public Schools employees who choose to make use of them.
- 10.19 *Lesson Plans.* Teachers shall design lesson plans that indicate objectives, procedures, materials, and evaluation in a format that is mutually agreeable to the teacher and his/her supervisor.

*Melinda J. Boone*

Melinda J. Boone, Ed.D., Superintendent  
Norfolk Public Schools

*6.18.19*

Date

*Thomas Calhoun*

Thomas Calhoun, President  
Norfolk Federation of Teachers

*6/27/19*

Date

*Phillip Hawkins, Jr.*

Phillip Hawkins, Jr., President  
Education Association of Norfolk

*6-18-19*

Date

*Edna Diane Outlaw*

Edna Diane Outlaw, President-Elect  
Education Association of Norfolk

*18 June 2019*

Date

APPENDIX A

		Teacher Salary Scales															
		10 Month Teacher Contracts				10.5 Month Teacher Contracts				11 Month Teacher Contracts				12 Month Teacher Contracts			
		200 Days		200 Days 7.5		210 Days		210 Days 7.5		220 Days		220 Days 7.5		240 Days		240 Days 8 Hours	
		7.33 Hours		7.33 Hours		7.33 Hours		7.33 Hours		7.33 Hours		7.33 Hours		7.33 Hours		7.33 Hours	
		Without Bachelor's Degree		Without Bachelor's Degree		Without Bachelor's Degree		Without Bachelor's Degree		Without Bachelor's Degree		Without Bachelor's Degree		Without Bachelor's Degree		Without Bachelor's Degree	
		Bachelor's Degree		Bachelor's Degree		Bachelor's Degree		Bachelor's Degree		Bachelor's Degree		Bachelor's Degree		Bachelor's Degree		Bachelor's Degree	
1	\$40,221	\$44,220	\$41,154	\$45,246	\$42,232	\$46,431	\$43,212	\$47,508	\$44,642	\$49,770	\$53,088	\$54,064	\$55,381	\$57,914	\$54,295	\$57,914	
2	\$40,724	\$44,773	\$41,668	\$45,811	\$43,077	\$47,360	\$44,076	\$48,458	\$45,458	\$50,766	\$53,752	\$54,125	\$55,381	\$57,914	\$54,295	\$57,914	
3	\$41,233	\$45,332	\$42,189	\$46,384	\$43,938	\$48,307	\$44,957	\$49,427	\$46,458	\$51,781	\$54,424	\$55,208	\$56,488	\$59,021	\$55,381	\$59,021	
4	\$42,057	\$46,126	\$43,033	\$47,195	\$44,817	\$49,273	\$45,856	\$50,416	\$47,416	\$52,816	\$55,376	\$56,312	\$57,618	\$60,151	\$56,312	\$60,151	
5	\$42,899	\$46,933	\$43,894	\$48,021	\$45,713	\$50,258	\$46,774	\$51,424	\$48,424	\$53,824	\$56,345	\$57,438	\$58,770	\$61,303	\$57,438	\$61,303	
6	\$43,757	\$47,872	\$44,771	\$48,982	\$46,628	\$51,264	\$47,709	\$52,452	\$49,452	\$54,852	\$57,472	\$58,587	\$59,946	\$62,472	\$58,587	\$62,472	
7	\$44,632	\$48,829	\$45,667	\$49,961	\$47,560	\$52,289	\$48,663	\$53,502	\$50,289	\$55,709	\$58,329	\$59,464	\$60,844	\$63,377	\$59,464	\$63,377	
8	\$45,524	\$49,806	\$46,580	\$50,961	\$48,511	\$53,335	\$49,636	\$54,572	\$51,264	\$56,464	\$59,084	\$60,219	\$61,609	\$64,142	\$60,219	\$64,142	
9	\$46,435	\$50,802	\$47,512	\$51,980	\$49,482	\$54,401	\$50,629	\$55,663	\$52,317	\$57,555	\$60,175	\$61,310	\$62,700	\$65,233	\$61,310	\$65,233	
10	\$47,364	\$51,818	\$48,462	\$53,020	\$50,471	\$55,489	\$51,642	\$56,776	\$53,424	\$58,812	\$61,404	\$62,539	\$63,924	\$66,457	\$62,539	\$66,457	
11	\$48,311	\$52,854	\$49,431	\$54,080	\$51,481	\$56,599	\$52,675	\$57,912	\$54,642	\$59,764	\$62,456	\$63,591	\$64,976	\$67,509	\$63,591	\$67,509	
12	\$49,277	\$53,911	\$50,420	\$55,162	\$52,510	\$57,731	\$53,728	\$59,070	\$55,812	\$61,692	\$64,324	\$65,459	\$66,844	\$69,377	\$65,459	\$69,377	
13	\$50,263	\$54,989	\$51,428	\$56,265	\$53,560	\$58,886	\$54,803	\$60,251	\$56,964	\$62,812	\$65,444	\$66,579	\$67,964	\$70,497	\$66,579	\$70,497	
14	\$51,268	\$56,089	\$52,457	\$57,390	\$54,632	\$60,063	\$55,899	\$61,456	\$58,064	\$63,324	\$66,004	\$67,139	\$68,524	\$71,057	\$67,139	\$71,057	
15	\$52,293	\$57,211	\$53,506	\$58,538	\$55,724	\$61,265	\$57,017	\$62,686	\$59,280	\$64,324	\$67,004	\$68,139	\$69,624	\$72,181	\$68,139	\$72,181	
16	\$53,339	\$58,355	\$54,576	\$59,709	\$56,839	\$62,490	\$58,157	\$63,939	\$60,464	\$65,456	\$68,139	\$69,274	\$70,759	\$73,292	\$69,274	\$73,292	
17	\$54,406	\$59,522	\$55,668	\$60,903	\$57,976	\$63,740	\$59,320	\$65,218	\$61,712	\$67,176	\$69,859	\$71,004	\$72,489	\$75,022	\$71,004	\$75,022	
18	\$55,494	\$60,713	\$56,781	\$62,121	\$59,135	\$65,015	\$60,507	\$66,522	\$63,112	\$69,084	\$71,764	\$72,909	\$74,394	\$76,927	\$72,909	\$76,927	
19	\$56,604	\$61,927	\$57,917	\$63,363	\$60,318	\$66,315	\$61,717	\$67,853	\$64,324	\$70,864	\$73,544	\$74,689	\$76,174	\$78,707	\$74,689	\$78,707	
20	\$57,736	\$63,166	\$59,075	\$64,630	\$61,524	\$67,641	\$62,951	\$69,210	\$65,812	\$71,324	\$74,004	\$75,149	\$76,634	\$79,167	\$75,149	\$79,167	
21	\$58,891	\$64,429	\$60,256	\$65,923	\$62,755	\$68,994	\$64,210	\$70,594	\$67,112	\$72,279	\$74,964	\$76,109	\$77,594	\$80,127	\$76,109	\$80,127	
22	\$60,068	\$65,717	\$61,462	\$67,242	\$64,010	\$70,374	\$65,494	\$72,006	\$68,812	\$73,725	\$76,416	\$77,561	\$79,046	\$81,579	\$77,561	\$81,579	
23	\$61,270	\$67,032	\$62,691	\$68,586	\$65,290	\$71,781	\$66,804	\$73,446	\$70,112	\$75,200	\$77,891	\$79,036	\$80,521	\$83,054	\$79,036	\$83,054	
24	\$62,495	\$68,372	\$63,945	\$69,958	\$66,596	\$73,217	\$68,140	\$74,915	\$71,644	\$76,404	\$79,095	\$80,240	\$81,725	\$84,258	\$80,240	\$84,258	
25	\$64,058	\$70,082	\$65,543	\$71,707	\$68,261	\$75,047	\$69,844	\$76,788	\$73,520	\$78,272	\$80,963	\$82,108	\$83,593	\$86,126	\$82,108	\$86,126	
26	\$65,659	\$71,834	\$67,182	\$73,500	\$69,967	\$76,924	\$71,590	\$78,708	\$75,440	\$80,132	\$82,823	\$83,968	\$85,453	\$87,986	\$83,968	\$87,986	
27	\$67,300	\$73,630	\$68,861	\$75,337	\$71,716	\$78,847	\$73,380	\$80,675	\$77,412	\$82,104	\$84,795	\$85,940	\$87,425	\$90,058	\$85,940	\$90,058	
28	\$68,983	\$75,470	\$70,583	\$77,221	\$73,509	\$80,818	\$75,214	\$82,692	\$79,624	\$84,316	\$87,007	\$88,152	\$89,637	\$92,170	\$88,152	\$92,170	
29	\$70,708	\$77,357	\$72,347	\$79,151	\$75,347	\$82,838	\$77,094	\$84,760	\$81,596	\$86,480	\$89,171	\$90,316	\$91,801	\$94,334	\$89,171	\$94,334	
30	\$72,475	\$79,291	\$74,154	\$81,130	\$77,231	\$84,909	\$79,022	\$86,879	\$83,644	\$89,516	\$92,207	\$93,352	\$94,837	\$97,370	\$93,352	\$97,370	

## **APPENDIX B**

### **NORFOLK PUBLIC SCHOOLS SICK LEAVE BANK**

The administration will maintain a sick leave bank to be used by all eligible employees (entitled to sick leave benefit). Management of the bank shall be the responsibility of the administration (See SB Policy GCBEZ). Following are pertinent regulations (GCBEZ-R) that are applicable to the NPS Sick Bank Leave Policy:

1. Membership in the sick leave bank shall be open to all eligible employees (entitled to sick leave benefit), and shall be voluntary. To enroll in the sick leave bank, an employee must donate one day of sick leave earned during the then current school year. The employee must have at least one day of sick leave available to contribute at the end of the third month of the contract year that the employee enrolls.
2. An employee may enroll within 30 calendar days of the beginning date of employment. An employee who does not enroll when first eligible may do so by making application during the district's open enrollment period.
3. A member of the sick leave bank may draw days after being without leave for 30 consecutive calendar days or 20 duty days in a 35 calendar day period. An exception may be noted if the 30 days are not consecutive but occur within 45 days for the same illness or disability. All leave credited to the employee must be exhausted prior to going on leave without pay.
4. Days drawn from the bank for any one period of eligibility must be consecutive or drawn for absences resulting from the same illness or disability. Otherwise, members must return to work and reestablish eligibility to draw from the bank.
5. A maximum of 45 days each school year may be drawn by any one member of the sick leave bank without regard to the number of instances of eligibility. Sick leave bank benefits are available through the last duty day of the contract year.
6. Members using sick leave days drawn from the bank will not have to replace these days except as a regular contributing member to the bank.
7. Upon termination of employment or withdrawal of membership from the bank, a participating member will not be permitted to withdraw his/her contributed days. Any employee who has terminated employment with Norfolk Public Schools must apply for reinstatement in the sick leave bank upon rehire with Norfolk Public Schools. Note the following exceptions:
  - a. Employees who are terminated by personnel at the end of the current school year because of lack of funds only to be rehired before the beginning of the new school year.
  - b. Employees who are on leave of absence because of personal illness or for professional improvement are to be treated as current employment status and not have to rejoin the sick leave bank upon return, unless they actually resign.
8. Verification of disability, including the nature of the disability or illness and the expected date

of return, will be required before withdrawals from the bank are permitted.

9. Withdrawals from the bank may not be used for disability which may qualify the member for Workers' Compensation unless the member has exhausted all Workers' Compensation leave and/or insurance benefits. (Cases pending will not be paid until resolution of such cases. Disallowance of claims will trigger retroactively to the eligibility period.) Withdrawals from the sick bank may not be used for absences due to maternity leave or sick family members.
10. The provisions of the sick leave bank will be administered by the superintendent or his/or her designee. Appeals by bank members may be made to the superintendent of schools.
11. The maximum paid for benefits under this plan shall not exceed an amount set by the administration for each school year.

## APPENDIX C

### GUIDING PRINCIPLES FOR USE OF RESOURCE TEACHERS DURING ELEMENTARY PLANNING TIME

- Schedule grades K-4 music and K-5 art each once a week for 45 minutes.
- Schedule K-5 physical education three times a week when possible.
- General music is taught only in grades K-4. Grade 5 music instruction consists only of strings and chorus.
- Pre-K students should not be scheduled for art, music or physical education.
- Due to the number of classes at a given level, the use of other resource staff may be necessary to complete the schedule.
- The maximum daily class load is six 45-minute blocks for art, music, health and physical education teachers and assistants.
- Schedule a minimum of 5 minutes between classes (10 when teachers are on carts).
- Daily planning blocks for art, music and physical education teachers should be included in the regular schedule when possible; if not, duty-free before and after school time should be reserved.

Subject	Frequency	Length	Grade
Art	Once per week	45 min.	All children K-5
General Music	Once per week	45 min.	All children K-4
5 <sup>th</sup> Grade Strings/Chorus	Twice per week through the Coordinator of Music		
Health & PE	Minimum of 2 days per week	45 min.	All children K-5

**Library Media:** Open and flexible - Instruction scheduled at the point of need, integrated with classroom activities, PreK-5. Planning with teachers is made possible through flexible scheduling. Open for circulation and research all day PreK-5.



## APPENDIX D

### SICK LEAVE DONATION

The donation and transfer of sick leave from one employee to another shall be carried out in accordance with the procedures and conditions as outlined in the following regulation:

- 1.1 Norfolk Public Schools employees will be able to donate sick leave to other employees and receive sick leave from other employees for his or her own personal illness, in accordance with the procedures and conditions as set forth in this regulation.
- 2.1 A Norfolk Public Schools' employee who wants to receive donated sick leave from another employee for his/her own personal illness must submit the Norfolk Public Schools' Donated Sick Leave Request Form (SLD-1 Form), which will include the reason why donated leave is requested and the approximate duration of the employee's absence. The physician's documentation verifying this information should accompany the request. The form will be emailed to the Human Resources Generalist who provides personnel support to the employee's job classification.
- 3.1 The Human Resources Generalist will determine the employee's eligibility.
  - 3.1.1 To be eligible for donated sick leave, the employee must have used all available leave, including annual or personal, and leave resulting from membership in the sick leave bank (if eligible for that benefit). The provisions of the sick leave bank are:
    1. Employee must exhaust all of their paid leave.
    2. Employee must remain inactive (without pay) for 20 working days or 30 calendar days, whichever is less.
    3. Employee may receive up to 45 working days of pay per contract year as long as he or she is still under the care of a physician.

If an employee is not a member of the sick leave bank or is ineligible to use the sick leave bank, the exhaustion of paid leave and the time period requirements that must be met by the employee who is a member of the sick leave bank must be satisfied, as outlined in the aforementioned narrative.

- 4.1 After eligibility is determined, the Human Resources Generalist will email the employee, Office Manager, and Principal of either approval or disapproval.
- 5.1 If approved, a Norfolk Public Schools' Sick Leave Donation Authorization Form (SLD-2 Form) must be utilized by employees interested in donating sick leave. This form can be found on the NPS Intranet, NPS Website, the Employee Self Service (Resources Section), and work location.
- 6.1 Donation Process:
  - A. The employee requesting donated leave may solicit sick leave from other employees for his/her own personal illness by adhering to the following procedures:

- 1) Forwarding the Sick Leave Authorization Form to potential donors, and
  - 2) Requesting that his or her principal forward the Sick Leave Authorization Form to staff members at his/her location.
- B. The employee may begin the process of requesting donated sick leave 30 calendar days after exhausting all leave (being inactive without pay for 30 days). The solicitation period cannot exceed 30 calendar days.
  - C. All donated sick leave must be donated within the 30 calendar day solicitation period. Donated leave will not be permitted after the designated period.
  - D. Employees interested in donating sick leave will complete the Norfolk Public Schools' Sick Leave Donation Authorization Form and submit to the Office Manager for electronic transmission to the appropriate Human Resources Generalist.
  - E. No employee may donate more than five (5) days of earned sick leave to another employee during a school year. Employees may donate five days (or less) to multiple recipients during the school year. Only whole days may be donated.
  - F. The employee who desires to donate the leave must have earned the donated leave.
  - G. When the employee returns to work, any unused donated leave will be returned to donors on a prorated basis.
  - H. The total number of days donated shall not exceed the number of days required, as certified by a physician, to provide sick leave coverage through the end of the school year. If this occurs, the donated days will be returned to the donor. If the employee is a 12-month employee, he/she will be permitted to use donated leave through the end of July of the next school year.

## **APPENDIX E**

### **LIBERAL LEAVE**

There are occasions when Norfolk Public Schools is open but because of extenuating circumstances groups of employees are not able to report. Normally these circumstances are related to weather. Past events have included post-hurricane conditions and flooding situations. In each of these situations some employees have been able to report, many on time. However, other employees were not able to work because of where they live or their mode of transportation.

It is not the intent of the administration to penalize anyone on these occasions. However, we do need to recognize those individuals who worked. For this reason the administration has adopted a practice of "liberal leave". Liberal leave, once declared by the Superintendent or designee, will allow employees who did not report, to use whatever leave they have available to offset their absence. In part, the rationale is that most employees have an abundance of sick leave. While weather related occasions are not "sick leave" this would allow for that use. Other employees may want to apply their personal leave or annual leave to the absence. Using this plan we recognize those individuals who were able to report and create some flexibility for those individuals who were not able to report.

Effective September 30, 2010.