



**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, 2023 AND ENDING JUNE 30, 2025**

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## **ARTICLE I**

### **UNDERSTANDINGS**

- 1.1 The following understandings were reached during “meet and confer” sessions between representatives of Norfolk Public Schools, hereinafter referred to as the “administration”, and teachers employed by Norfolk Public Schools. The terms of these understandings, except salary and monetary fringe benefits, are for the two-year period beginning July 1, 2023, and will expire on June 30, 2025. 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 or policy 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 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 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. The term excludes the following: the Superintendent of Schools; all administrators; all classified personnel; 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**

### **SUPERVISOR 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 or policy, 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**

### **TEACHER RIGHTS**

- 5.1 *Membership Options.* 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 *School Facility Access.* 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 does 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 *Meetings During the School Day.* 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 *Organizational Dues.* Norfolk City School Board Policy DLB. Salary Deductions permits employees to elect to exercise payroll deduction for programs sponsored by a membership organization (i.e. teacher organizations).
- 5.5 *Bulletin Boards.* Principals of schools are responsible for control of bulletin boards in a manner which does not interfere with the use of such boards for school purposes. Teachers must consult with the principal when they desire to utilize space and follow such regulations as defined and approved 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 has 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 about 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 while 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 hired by Norfolk Public Schools no later than February 1 of the current school year will be placed on the next step of the appropriate salary scale (i.e. the *NPS Salary and Wages Book* published to the NPS HR website annually) for the following contract year if a step increase is approved by the School Board. This salary credit is separate from the Code of Virginia requirements toward earning a continuing contract.
- 6.2 *Salary Credit for Partial Year Teaching Experience.* No credit will be awarded for less than five months of 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 awarded the appropriate educational stipend after acceptable documentation is received by the Department of Human Resources and the salary action is 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. All course work must be at the graduate level and should be in the teacher's teaching area or towards a new licensure endorsement.
- 6.4 *Reserve Pay.* Reserve pay allows a 10- or 11-month employee to receive pay over 12 months. No new enrollments will be accepted after September 1 of each school year.
- 6.5 *Salary.* Teachers will be paid in accordance with the current published *NPS Salary and Wages Book*.
- 6.6 *Part-Time Teachers.* 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 every two years of part-time employment when salary increases are approved by the School Board.
- 6.7 *Direct Deposit.* Direct deposit of net pay is mandatory. However, NPS offers a pay card for individuals who cannot obtain a traditional bank account.
- 6.8 *Tuition Reimbursement.* All full-time, contracted teachers are immediately eligible to request tuition reimbursement upon hire.
1. Teachers will be reimbursed the cost of up to three (3) approved 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 reimbursement 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 division's budget.

2. Praxis II and Reading for Virginia Educators (RVE) test fees will be reimbursed up to the value of one (1) credit hour, not to exceed the tuition rates at Old Dominion University and/or Norfolk State University. This testing option does not apply to individuals who are seeking early/primary Pre-K-3 or elementary education Pre-K-6 endorsements or to those individuals who hold a technical professional license, vocational evaluator license, pupil personnel services license, school manager license, or division superintendent license.
3. Teachers will be given 60 days from the end of the class or test date 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).

## ARTICLE VII

### BENEFITS

#### 7.1 *Employee Benefits.*

- *Health (Medical & Pharmacy) Insurance.* Full-time employees are offered health insurance through the Norfolk Healthcare Consortium, and the School Board will pay a portion of the premiums. Contracted employees working less than a 1.0 full time equivalent (FTE) are eligible for health insurance, and the School Board will pay a partial employer subsidy.
- *Dental Insurance.* A separate dental plan is available at full cost to the employee.
- *Vision Insurance.* A separate vision plan is available at full cost to the employee.
- *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. Long Term Disability Insurance for non-Hybrid Employees. NPS offers Long Term Disability (LTD) through The Hartford to Non-Hybrid employees through payroll deduction at a rate determined by the employee's salary. The LTD benefit provides partial income replacement when the employee is unable to work due to sickness and off-the-job accidents. Evidence of Insurability forms must be completed to determine approval or denial into this benefit.
- *Health Savings Account.* Through the Norfolk Healthcare Consortium, NPS offers a Health Savings Account (HSA) administered by HealthEquity to those employees enrolled in the HSA 1500 health plan. An HSA is a triple tax-advantaged medical savings account that can be used for paying eligible medical, dental and vision expenses.
- *Dependent Care Spending Account.* Through the Norfolk Healthcare Consortium, NPS

offers Dependent Care Flexible Spending Accounts (DCFSA) for eligible employees through Flexible Benefit Administrators.

- *Flexible Spending Accounts.* Through the Norfolk Healthcare Consortium, NPS offers FSA to eligible employees to help you save on eligible important medical, dental, and vision expenses by using pre-tax dollars.
- *Critical Illness.* NPS offers Critical Illness insurance through MetLife. Critical illness insurance provides a lump-sum payment if the employee or a covered family member are diagnosed with one of the following medical conditions: heart attack, stroke, coronary artery bypass graft, kidney failure, Alzheimer's Disease, cancer, or major organ transplant.
- *Employee Group Legal Insurance Plan & Identity Theft Protection.* Norfolk Public Schools offers all full-time employees the option to purchase this insurance through payroll deduction. This plan may covers legal services including but not necessarily limited to wills, consumer matters, real estate transactions, family law, adoptions, civil disputes, and general legal advice. Wellness Program. The wellness program is an employer-sponsored wellness program to improve employee health and prevent disease.
- *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.
- For complete benefits information, visit the Norfolk Healthcare Consortium website at <https://www.norfolkhealthcareconsortium.com>. Click the NPS Icon.

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 established rate. As of July 1, 2023, the rate is \$20/day. This rate is subject to change.. 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 contracts with a private agency to provide an Employee Assistance Plan (EAP) which offers confidential counseling assistance to employee or dependents. The agency will not report to the school division the names or other identifying information of employees seeking assistance

## **ARTICLE VIII**

### **LEAVES**

See City of Norfolk School Board Policy [G CBDZ. Employee Leave](#) for full leave information.

8.1 *Leave for Political Activity.* 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.

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) or more than four (4) years.

In exercising discretion under this section, the superintendent shall act within the confines of the Constitution. The superintendent will grant all requests for such leave unless there are specific business or educational circumstances justifying a denial. The superintendent will under no circumstances deny such a request because of the political party, if any, to which the employee belongs.

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.

8.3 *Leaves of Absence.* 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, parenthood, professional improvement, quarantine, religious holidays, personal business, and death in the family. A military leave of absence without pay will be granted to any regular employee as established by law.

Each leave of absence must be recommended by the building principal or department head, appropriate executive director, chief Human Resources Officer, and superintendent. Such requests must be accompanied by supporting documents.

Should an extension of the leave of absence be required, the request should be submitted at least fourteen (14) calendar days before the expiration of the original leave. A leave of absence expires automatically unless a request for an extension has been received and approved prior to the expiration date.

8.4 *Employment After Leave.* An employee returning from an extended leave of absence will not be guaranteed the former assignment but will be placed in a position for which the employee 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, the employee may be assigned to that vacancy.

8.5 *Sick Leave.* Sick leave will be credited to each employee's account monthly.

Full-time teachers are entitled to full salary for absence because of personal illness as follows:

- 10-month contracts – 10 days per year
- 11-month contracts – 11 days per year
- 12-month contracts – 12 days per year

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. Sick leave will be credited to each employee's account according to regulations of the superintendent.

- 8.6 *Sick Leave - Family Illness.* An employee who is absent because of the disability of an immediate family member 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 for the year, and they do not exceed the employee's sick leave accumulation.

With sufficient evidence from a licensed physician that the spouse, parent, or child has a critical terminal illness or other type of severe illness, the superintendent or designee may approve up to an additional twenty (20) days leave per year. These absences will be charged against the accumulated allowance for personal sick leave. The total absences cannot exceed the total accumulation of sick leave days.

A leave of absence without pay may be granted for illness in the family if the situation requires the employee's presence in the home.

- 8.7 *Death in Family.* An employee who is absent because of the death of an immediate family member (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 full pay for a period not to exceed three (3) days for each death. Death in family leave will include allowing 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 parent, adoptive parent, spouse, or child.

- 8.8 *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 policy. After the first year of employment, Hybrid employees should refer to the [VRS website](#).

- 8.9 *Sick Leave Donation.* Eligible employees can donate and receive sick leave in accordance with the policy.

- 8.10 *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 permitted 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;
- potential contribution (professional, fiscal, etc.) or benefit 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.

8.11 *Personal Leave.* Full-time employees who are not eligible for annual leave are entitled to three (3) days of personal 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.

The employee is not required to give the reason for requesting personal leave.

Requests for personal leave should be filed by means of the appropriate form at least seven (7) calendar days prior to leave time, specifying the date(s). In instances where it is not possible to submit a request in advance, the form 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 converted to sick leave. Alternatively, each June, the employee may choose to convert the unused allotment of personal leave to additional personal leave at the rate of one (1) additional day of personal leave for each two (2) unused personal days. The maximum converted accumulation will not exceed three (3) days. The employee must submit a request in writing by no later than June 15 via the Personal Leave Conversion Request Form. At no time will an employee's personal leave exceed six (6) days, including converted days.

8.12 *Maternity and Paternity Leave.* An eligible employee is entitled to up to twelve (12) weeks of leave. The portion of leave, if any, that may be paid is based upon the availability of the employee's accumulated leave. The appropriate form along with physician certification are to be forwarded to the Department of Human Resources.

8.13 *Religious Holidays.* An employee who is absent because of religious holiday shall be allowed full pay not to exceed three (3) days in any school year. These absences will be charged against the accumulated allowance for sick leave or, as an alternative, the employee 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) workdays after the leave or by the end of the school year if fewer than forty-five (45)

workdays remain.

4. 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.

- 8.14 *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's/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.
- 8.15 *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, and many reported 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 employees who were not able to report.

## ARTICLE IX

### WORKDAY & WORK YEAR

- 9.1 *Duty Day for Teachers.* The standard length of the workday for 10-month classroom teachers during the regular school term is 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; general meetings of faculty members; and supervision of pupils before and after school. Voluntary sponsorship of extracurricular activities will not be charged against the accumulation of hours of extended time.

- 9.2 *Elementary Teacher Planning Time (See Appendix B).* 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.

When resource teachers are used to cover elementary classroom teacher planning or professional development time, a maximum of six (6) 45-minute blocks per day will be scheduled for art, music, and health & PE teachers and assistants. If art or music is not assigned a permanent, physical classroom, classes will be scheduled 10-minutes apart when needed.

- 9.3 *Lunch Periods and Breaks.* Each teacher will be permitted an unencumbered lunch period of not less than thirty (30) minutes free from supervisory duties with students. 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. Principals of schools not meeting full accreditation at the state level and/or those not meeting federal targets may use a total of fifteen (15) hours during the pre-service week for professional development and other principal-organized, in-building activities. Accreditation status is determined by the status of each school for previous school year. All teachers will participate in up to four (4) hours of division-wide professional development during pre-service week.

- 9.5 *Professional 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 an unencumbered lunch, taken at a location of the teacher's choice..

- 9.6 *Release Time Under Adverse Conditions.* When students 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 students. 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 (non-duty) period.
- 9.8 *Extracurricular Activity.* 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. Cafeteria, hall, study hall, and playground duties are not considered extracurricular activities.
- 9.9 *Teaching Load.* 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. 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. The secondary classroom teacher's standard load shall be based on teaching no more than the instructional day minus one planning period per day or the equivalent with no more than 150 students or 25 class periods per week. If a secondary school classroom teacher teaches more than 150 students or 25 class periods per week, an appropriate contractual arrangement and compensation shall be provided.
- 9.10 *Length of School Year.* The traditional classroom teacher contract is a 10-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 an 11- or 12-month contract will have the same holidays specified in the school calendar for other classroom teachers.

## ARTICLE X

### PERSONNEL

#### 10.1 *Employee-Requested Transfers (Voluntary Transfers).*

- A. A teacher or classified employee may request a transfer to another work location through the annual voluntary transfer process. The request must be submitted electronically during the established open application period. Voluntary transfers will be limited to the established voluntary transfer period as outlined in the annual voluntary transfer memorandum from the Chief Human Resources Officer.
- B. It is recommended that probationary teachers on an annual contract remain in the same position for the duration of their probationary period (up to three (3) years)..
- C. In cases where an excessive number of transfers is requested from one work location, the number approved will be determined by the overall needs of the school division.
- D. The Chief Human Resources Officer or designee shall be responsible for reviewing all requests for voluntary transfer. In cases where requests cannot be honored, the employee will be notified.
- E. The principal of the building to which the employee has requested transfer will be notified once the transfer is approved by the Department of Human Resources.
- F. A new voluntary transfer application must be submitted any year the employee desires transfer.
- G. When filling vacancies, first consideration will be given to employees who have requested voluntary transfer, meaning that the principal will review the voluntary transfer list prior to considering an outside candidate.
- H. A voluntary transfer request does not guarantee placement in another building.

#### 10.2 *Transfers Initiated by the Superintendent (Administrative Transfers).*

- A. In collaboration with the Department of Human Resources and through the established process, Executive Directors of Schools may initiate administrative transfers subject to the approval of the Superintendent or designee to best meet the needs of the school division.
- B. When declining enrollment necessitates employee transfer, the employee with least seniority in the division will be transferred. In cases where two employees have identical seniority in the division, seniority in the work location will be considered.
- C. Transfers of employees from one work location to another because of declining student enrollment and/or a reduction in force will have preference over all other transfers.
- D. An administrative transfer will not result in a reduction in total compensation for the duration of the school year to which the transfer applies.

#### 10.3 *Administrative or Supervisory 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 published on the Norfolk Public Schools' website.

- 10.5 *Annual Contract.* When teachers are requested to sign their annual contracts, contracts shall be available at the work location for a period not less than three (3) working days in order to afford each teacher time to review the contents the contract. Per the annual *Signed Employment Contracts – Returning Employees* memorandum, employees must return signed contracts by no later than June 30 of the current contract year. Any employee who has not returned a signed contract to the Department of Human Resources by this date will be prohibited from working.

#### 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 supervisors 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. Formal 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 requirements 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 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 approaching effective or ineffective 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, including support the administration will provide. 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/she/they do(es) not agree with the contents of the evaluation. These comments shall be attached to the evaluation form in the personnel file. Teachers will not be required to sign a report of a formal observation until a conference is held concerning that report.
- I. **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). The severity of the behavior and/or outcome of the investigation shall determine the appropriate disciplinary action/steps which may not follow the order provided below.

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 or letter of concern. 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 "Approaching Effective" on two or more performance standards; or
- c. a rating of "Ineffective" on one or more performance standards or an overall rating of "Ineffective."

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 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 workday 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 workday 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 the 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 of Schools 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 their 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 they 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 because 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, the Superintendent shall require that the employee terminate their outside employment.
- 10.11 *Reduction in the Number of Teachers.* Per Norfolk City School Board Policy GCPAZ. 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 effective 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 approaching effective or ineffective 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.

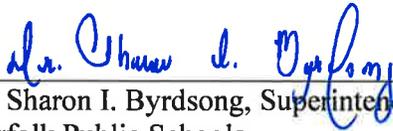
G. Interpretations.

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 season.
- 10.13 *Cooperating Teachers.* No teacher will be required to serve without their consent as a cooperating teacher for 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.

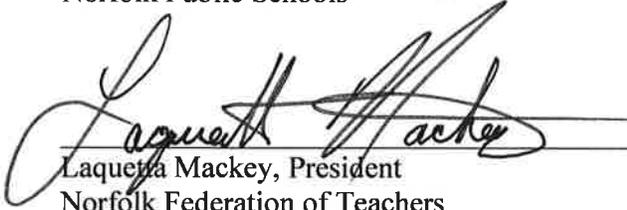
- 10.19 *Lesson Plans.* Teachers shall design lesson plans that indicate objectives, procedures, materials, and evaluation in a format prescribed by division-level leadership and/or building-level leadership.



Dr. Sharon I. Byrdsong, Superintendent of Schools  
Norfolk Public Schools

6.29.23

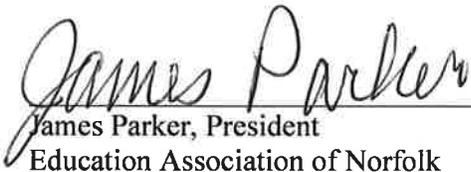
Date



Laquetta Mackey, President  
Norfolk Federation of Teachers

8-25-23

Date



James Parker, President  
Education Association of Norfolk

8-18-2023

Date

## APPENDIX A

### NORFOLK PUBLIC SCHOOLS SICK LEAVE BANK

Pursuant to policy G CBDZ. Employee Leave, 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.

1. Membership in the voluntary sick leave bank will be open to all eligible employees (entitled to sick leave benefit). To enroll in the sick leave bank, an employee must donate one day of sick leave earned during the current school year.
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 between any subsequent September 1 to October 15 period by making application and providing satisfactory evidence of good health to the superintendent or designee.
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 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 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 employees and do 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. Pending cases will not be paid until resolution of such cases. Disallowance of claims will trigger retroactively to the eligibility period.
10. The provisions of the sick leave bank will be administered by the superintendent or designee. Appeals by bank members may be made to the Superintendent of Schools.
11. The maximum paid for benefits under this plan will not exceed an amount set by the administration for each school year.

## APPENDIX B

### 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, and health and physical education teachers and assistants.
- Schedule a minimum of 5 minutes between classes (10 when teachers are not assigned a permanent, physical classroom).
- Daily planning blocks for art, music, and health 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.

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

### SICK LEAVE DONATION

Pursuant to policy G CBDZ. Employee Leave, the donation and transfer of sick leave from one employee to another will be carried out according to the following procedures and conditions.

1. An employee who wants donated leave must submit a written request to the Chief Human Resources Officer. The request must include the reason why donated leave is requested and the approximate duration of the employee's absence. A doctor's certificate verifying this information should accompany the request.
2. An employee to whom sick leave is donated must have used all available leave, including annual or personal leave and leave resulting from membership in the sick leave bank. If the employee is not a member of the sick leave bank or is ineligible to use the sick leave bank, the following provisions of the sick leave bank shall apply.
  - a. Transferred leave may not be used to cover the 30 consecutive calendar days or 20 duty days in a 35 calendar day period as defined in the sick-leave bank.
  - b. Transferred leave may not be used to cover the 45 days per year that would otherwise be available from the sick-leave bank.
  - c. Transferred leave may only be used for personal illness.
3. If the employee's request is approved, the Department of Human Resources will send sick leave donation authorization forms to the employee's principal or supervisor to coordinate the donations. Completed forms must be returned to the Department of Human Resources.
4. No employee may donate more than 5 days of earned sick leave to a single employee during a fiscal year.
5. Once the employee returns to work, unused donated leave will be distributed on a prorated basis among all donors. Employees may not save unused donated leave for follow-up checkups or subsequent absences.
6. Donated days may be used only for contracted workdays.

## **APPENDIX D**

### **LIBERAL LEAVE**

Pursuant to policy G CBDZ. Employee 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, and many reported 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 employees who were not able to report.