

**MEMORANDUM OF UNDERSTANDING BETWEEN N TEACHERS AND
THE SCHOOL ADMINISTRATION OF NORFOLK PUBLIC SCHOOLS FOR
TWO YEARS BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2008**

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A. ARTICLE I

UNDERSTANDINGS

- 1.1 The following understandings were reached during “meet and discuss” sessions between representatives of the superintendent of schools, 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, 2006 and will expire on June 30, 2008. These understandings are contingent upon the appropriation of sufficient funds to implement the understandings by 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 discuss” sessions concerning the various items contained in the understandings.
- 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 discuss” sessions. Neither party shall be required to enter into further discussions relative to items of understanding contained herein nor on any other matters during the terms set forth herein.
- 1.3_ 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 discuss” 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 discuss” 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, librarians, counselors, psychologists, visiting teachers, social work technicians, and teacher specialists, but excluding the following: superintendent, deputy superintendents, assistant superintendents, all administrators and supervisors, all classified personnel including paraprofessional, confidential employees, security personnel, substitute teachers including long-term substitutes, and all personnel employed on a part-time or per diem 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 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 his designated agent.

5.3 *Payroll Deduction.*

Employees may initiate salary deductions to educational related organizations on a quarterly basis. No deductions shall be made from an employee's payroll check except those deductions:

1. required by federal or state law, or by court order, decree or legal process;
2. for programs of general interest made available to all school employees and approved by the school board;
3. for any education-related membership organization; however, employees shall be allowed only one payroll deduction for organizations under this paragraph;¹
4. part-time employees employed for more than one year and whose work day is expected to constitute one-half or more of the equivalent full-time positions shall have the same payroll deduction privileges as full-time employees.

5.4 *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 from time to time. 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.

5.5 *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.

¹Employees may elect to exercise payroll deduction for programs sponsored by a membership organization and for which only members of the organization can participate, provided that all deductions are totaled into a single amount and treated as a single deduction. Employees may cancel payroll deduction at any time.

- 5.6 *School Calendar.* Teachers, including those who have organized into groups to advance their professional interest, 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 retain the right to 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 *Credit for Previous 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 consequently, placed on the next step of the appropriate salary scale for the next school year.
- 6.2 *Twelve Month Pay Option.* Continuing twelve (12) month option pay, including first year teachers, will be made available with the understanding that any teacher placed under contract after September 1 of the school year must wait until the following school year to obtain option pay.
- 6.3 *Full Increment Credit for One Semester.* Teachers employed by Norfolk Public Schools not later than the first day of the second semester, and those returning to the school system who have previously taught a full semester during their last year in service, will receive full increment credit for salary purposes for the one (1) semester's work. A teacher, however, may not receive a full year's increment credit for a semester's work more than once.
- 6.4 *Advanced Degrees.*
- A.** A teacher earning a higher degree or additional college credit required for salary schedule advancement will be placed on the appropriate step of the salary schedule upon presentation of evidence of the completion of the work. College credits presented must be earned from an institution whose credits are accepted by the Division of Teacher Education and Certification of the State Department of Education. The change in salary shall be effective from the date that proper documentation is received. This is applicable to those degrees earned during the school year. Those earned during vacation before effective at the beginning of the following session.
- B.** Differentials for an advanced degree will be authorized only for an earned degree reasonably related to the employee's current duty assignment or to elementary/secondary public education in Virginia. Reasonably related shall mean degrees with courses of study that are expected to improve the employee's performance in their current duty assignment or any other elementary/secondary public education assignment for which the employee might reasonably qualify. The final decision shall rest with the school administration.

Differentials already paid to teachers for an advanced degree earned prior to the 1984-85 school year will not be affected by this agreement.

- 6.5 *Salary.* Salary schedules for teachers for 2006-07 will be increased in accordance with the attached salary schedule. (See Appendix A - Salary Schedule for Teachers 2006-07). Future increases will be subject to provisions in Section 10.7.
- 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. Future increases will be subject to provisions in Section 10.7.
- 6.7 An option of direct deposit of paychecks is available to employees.
- 6.8 *Reimbursement for Tuition Assistance.* Teachers will be reimbursed the full cost of up to six (6) 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 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 commencement of classes. The amount allowed for tuition assistance may also be applied toward the cost of National Board Certification.
- 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 190 assigned working days.

ARTICLE VII

FRINGE BENEFITS

7.1 *Group Health and Hospitalization Benefits.*

A. Each full-time regularly employed teacher shall be entitled to medical insurance plans which will be offered during 2006-07. Subject to budget constraints, the School Board will endeavor to minimize out-of-pocket increases in the employee's share of the monthly premium for the two (2) years of this Memorandum of Understanding.

B. The spouse, including the family, of a deceased employee may elect to remain in the school division group hospitalization insurance plan with all the benefits thereof providing that the spouse of the deceased person is already covered under the family plan and that the full amount of the premium is paid to the school board. The coverage will remain in effect so long as the premium is paid or until the spouse remarries.

C. The school board will make available, upon request, the continuation of the school system's group health and hospitalization insurance benefits to those persons on approved leave, with the

understanding that persons on an approved unsalaried leave must pay the full premium.

D. Teachers on approved unpaid sick leave shall be entitled to retain membership in the school division's group health and hospitalization plan at no cost to the teacher, for as long as the unpaid sick leave is officially approved by the administration.

E. Teachers at the time of retirement have the option of retaining membership in the current health and hospitalization plan provided they pay the full cost of the premium. Norfolk Public Schools will pay a local contribution of \$75 per month toward retiree health insurance in addition to the state health insurance credit.

F. Norfolk Public Schools agrees to pay half the employer portion of health insurance for part-time teachers under contract.

7.2 *Group Life Insurance Premium.* The administration will pay the total cost of the premium for VRS Term Life Insurance for each regularly employed full-time teacher.

7.3 *Virginia State Retirement System.* Effective July 1, 1985, the school board will pay each employee's share of Virginia State Retirement System membership.

7.4 *Payment for Unused Sick Leave.* The school board shall pay employees for unused sick leave at retirement at the rate of \$20 for all days. Such compensation will be paid to the estate of an employee who dies while employed by Norfolk Public Schools.

7.5 *Employee Assistance Plan*

A. 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 administration will attempt to include a program to assist those employees who wish to stop using tobacco products and a program addressing eating disorders.

B. The Employee Assistance Plan will guarantee employee confidentiality when voluntary assistance is sought. The agency shall agree not to report to the school division the name or other identifying information of employees seeking assistance.

C. Employees directed by the administration to receive assistance under the plan when job performance is questioned, will receive confidential assistance after reporting to the agency. The agency shall agree to report only the fact of the employee receiving assistance from the agency.

7.6 *Property Loss Fund.* The administration will establish a property loss fund to pay up to two hundred fifty dollars (\$250) to cover the cost of the individual's insurance deductible or the actual cost of damage to clothing, vehicles, and personal property under specific circumstances when the damage is caused by vandalism, assaults, and other instances related to assigned duties. (See Appendix C.)

ARTICLE VIII

LEAVES

8.1 *Leave for Political Activity.*

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) or more than four (4) years.

8.2 *Military Leave.*

A. Personnel who receive orders for annual active duty for training (specified on orders as ACDUTRA) shall incur no loss of pay during such leaves of absence, except that paid leaves of absence for the purpose of annual active duty for training shall not exceed fifteen (15) days per year.

B. 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 *Approved Leave Without Pay.* Upon approval of the superintendent, an extended leave of absence without pay for 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 human resources department 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. A teacher returning from an extended leave of absence will not be guaranteed his or her former assignment, but will be placed in a position for which he or she is certified and qualified, when such a vacancy exists. It is anticipated that a teacher would return from leave at the beginning of a semester; however, if a stable vacancy arises at some other time during the year, he or she may be assigned to that vacancy.

B. Requests for reinstatement following a leave, for any reason, shall be filed in writing in the superintendent's office on or before December 1, for return at the beginning of the second semester, and on or before April 1, for the ensuing school year.

- 8.5 *Leave for Professional Improvement.* Leave of absence for licensed personnel may be granted for professional experience and improvement, such as an exchange position, a Fulbright Scholarship or a teaching position elsewhere. This leave is granted without pay. In the case of exchanges, however, a teacher on leave from the Norfolk Public Schools will be paid if the replacement is paid by the reciprocating school system. Candidates for this type of leave must have completed at least five (5) years of consecutive employment with the Norfolk Public Schools and must not have had a leave for similar purposes for at least seven (7) years. Time spent on leave of absence will be included in computing eligibility for a salary increment. This provision shall not extend beyond one (1) year. National Board Certification candidates will be granted four (4) professional leave days with pay for preparation of certification.
- 8.6 *Sick Leave - Annual Allowance.* Full-time employees who are not eligible for annual leave are entitled to full salary for absence because of personal disability at the rate of one (1) day for each month employed during the contract year.
- 8.7 *Sick Leave Cumulative.* If an employee is absent fewer than the total number of days sick leave allowed during the contract year, the unused allowance will be accumulated without a limit.
- 8.8 *Sick Leave - Family Illness.* An employee who is absent because of the illness of a member of his immediate family shall be allowed full pay for such absence if the total number of days for such absences for each year does not exceed the number of months contracted for the year and that they do not exceed the accumulation of sick leave days of the employee. Such leave taken in excess of three (3) days may be considered taken under the provisions of the family medical leave act.
- 8.9 *Sick Leave Bank.* Norfolk Public Schools will maintain a sick leave bank to be used by eligible employees (i.e., entitled to sick leave benefit) who are incapacitated by long-term personal illness or injury according to the provisions set forth in the attached agreement (Appendix B).
- 8.10 *Employee Requested Professional Leave.* This type of administrative leave is provided to enable employees to pursue professional growth experiences that they identify as related to job requirements. It may be either with or without pay, as determined by the degree to which the intended activity is job related. (This policy does not apply to situations arising from the fact that the administration assigns an employee to attend a function [not at the employee's normal work site] as part of his or her official duties; in such a situation, the employee is considered to be "on duty.") Approval of this type of leave will be subject to the following considerations:
- 1) availability of a suitable substitute, if applicable; 2) impact of the employee's absence on the program; 3) potential contribution (professional, fiscal, etc.) to the school system; 4) depth of individual participation (program participant or observer); 5) frequency of requests of employees at the work site.

8.11 *Personal Leave.*

A. Teachers are entitled to three (3) days of personal leave per year to be filed on the appropriate form, but shall not be required to submit a reason to obtain such leave. Personal leave may not be used on the last workday before or on the first workday after holidays or vacation periods unless an employee can document the existence of an unforeseen family or personal emergency that qualifies for personal leave. The request should be filed one (1) week prior to the leave time and specify date(s) requested. In instances where it is not possible to submit a request in advance, the form should be submitted immediately upon return to duty.

B. 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. The employee must make the request of the conversion in writing to the Senior Director, Human Resources, no later than June 15.

8.12 *Leave for Adoption.* Under the Family Medical Leave Act, 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 personal leave and up to four (4) days from sick leave. These five (5) days of paid leave are included in the twelve (12) weeks covered under the Family Medical Leave Act.

8.13 *Bereavement Leave.* An employee who is absent because of the death of a member of his immediate family shall be allowed full pay for a period not to exceed three (3) days for each death. Bereavement leave shall 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 (2) days shall be allowed for death involving an employee's parent, spouse or child. This allowance shall not be charged to the accumulated leave for personal disability.

8.14 *Leave for Religious Observances.* An employee may be granted leave for bona fide religious holidays. This leave shall be granted by the program manager/supervisor and may not exceed three (3) days per year. The employee must request the leave in writing at least two (2) 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 (2) of the three (3) days processed as follows.

The leave shall be made up at a time mutually agreed upon by the employee and the program manager/supervisor. A definite schedule for make-up shall be established in accordance with the following guidelines.

A. Make-up duty shall 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.

- B.** The amount of time taken for religious leave shall be made up by working a minimum of an additional one-half hour per day.
- C.** The make-up schedule shall be completed within 45 workdays after the leave or by the end of the school year if fewer than 45 workdays remain. When the hours are made up, a memorandum record shall be completed by the program manager/supervisor, signed by the employee and filed for reference.

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, or forty (40) hours for those schools involved in school accreditation.

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 breakfast, 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. 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, 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 for Guiding Principals for Use of Resource Teachers During Elementary Planning Time.

9.3 *Lunch Periods and Breaks.*

A. Each teacher will be permitted a 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.*

A. 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.

B. 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 may use up to two (2) hours per day during the pre-service week for Principal 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, provided 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.*

A. A substitute shall be provided for a secondary teacher who is taking pupils on a full day's field trip growing out of the instructional program and approved according to established regulations.

B. When more than one (1) substitute is needed, the principal shall exhaust all efforts to arrange classes within a department so that additional substitutes are not needed. If it is absolutely necessary to employ additional substitutes, the principal shall obtain approval from

the appropriate executive director, curriculum, instruction, and assessment, at least one week in advance.

C. 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, secondary teachers, including department chairmen, may be assigned to serve in the capacity of a substitute during their duty bells. Except in cases of general emergency, secondary teachers will not be required to substitute for other teachers during their planning period.

In elementary schools, principals will plan with each elementary teacher a means by which pupils will be supervised when substitutes are unavailable.

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.

B. 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. Teachers of block programs with no more than 120 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:

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

2. 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.
3. 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 local school board.

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

ARTICLE X

PERSONNEL

10.1 *Teacher Assignment and Transfer - Teacher-Requested Transfers.*

A. A teacher may request a transfer to three (3) schools, three (3) geographical regions of the city, or a combination of the two (2). The request shall be made on the date prescribed, on a "Request for Transfer" card, and sent to the human resources department for consideration when a vacancy occurs in the desired building or section of the city. Transfers generally will be limited to the opening of school in the fall.

B. Teachers may request changes in grade or subject assignment within a particular school. Requests are to be in writing and submitted prior to May 15 of each year. Teachers will be notified of the reasons if the request is denied.

C. The human resources department will post vacancies for the following year as early as possible and on a weekly basis through August 1 in each building.

D. All other things being equal, it is advisable for probationary teachers to remain in the same position during the probationary period.² Only in cases where the best interests of the teacher and the school division shall be served will a request for transfer from a probationary teacher be honored.

E. In cases where an excessive number of transfers are 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 involved.

²Virginia State law prescribes that the formal probationary period for teachers is three (3) years.

F. The director of human resources shall be responsible for reviewing all requests for transfer with the concerned instructional supervisor. In cases where requests cannot be honored because of the overall needs and interests of the school division, the teacher shall be notified.

G. 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. If the transfer is not recommended by the receiving principal, he must notify the director of human resources in writing within five (5) days after the interview. The director of human resources shall notify all appropriate persons of the action taken concerning the request of transfer.

H. A new “Request for Transfer” card must be filed each year.

I. In filling vacancies, first consideration shall be given to transfers requested by teachers.

J. All teachers who interview for a particular position will be notified of their status when the position is filled.

10.2 *Transfers Initiated by the Superintendent.*

A. In situations where the best interest of pupils and/or teachers are involved, the human resources department may initiate transfers.

B. A prime consideration in effecting transfers will be to maintain in each building the people qualified and willing to teach the classes to be taught and handle the activities to be handled. Seniority in teaching the classes and sponsoring the extracurricular activities in a building is a paramount consideration in deciding 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. The seniority of an annual sponsor must be considered a decisive factor if there are not other teachers in that building to sponsor the annual.³

C. When declining enrollment necessitates teacher transfer, the teacher in the subject, specialty or grade level endorsement (K-3, 4-7) with least seniority in the division shall be transferred. If two teachers have identical seniority in the division, seniority in the building will be considered. A licensed employee holding the comprehensive elementary endorsement of grades K-7 or grades 1-7 will be listed first in the category that is appropriate to the active assignment of the employee, either K-3 or 4-7.

D. An involuntary transfer will not effect a reduction in total compensation for the duration of the school year to which the transfer applies. Notification to the teacher shall be made in writing as soon as possible.

³This paragraph was not formulated through “Meet and Discuss” activities and is included herein for clarification only, and is not a part of this Memorandum of Understanding.

E. 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.

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

G. The final judgment in all transfers of teachers shall rest with the superintendent of schools.

H. Within ten (10) days of the final judgment in a transfer of an employee, the director of human resources shall be responsible for notifying the employee of the transfer. During the summer months, the notification shall be by certified letter unless the employee has acknowledged the transfer. During the school year, teachers shall be given two (2) working days notice prior to the implementation of a transfer to another school or to another assignment within a school.

Prior to implementation of the transfer, the teacher being transferred shall be provided a two-day period without supervision of pupils or other assigned duties to prepare for the new assignment. At least one day of the two-day period shall be provided in the new classroom after the previous teacher has finished removing personal materials.

10.3 *Vacancies (Administrative or Supervisory).*

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 posted in all schools, will be published in *YOUR WEEK*, and copies of such notices made available to employee organizations.

C. Vacancies which become available in the summer shall be posted in all schools which are open ten (10) days prior to filling that position. A copy of such posting shall be furnished to employee organizations.

D. Teachers who interview for a supervisory or administrative vacancy 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 with a copy of the evaluation procedures being used in the Norfolk Public Schools.

B. Evaluation Reports. Principals and other persons in authority shall take steps to insure 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 Administrative personnel.

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 plan of action. The administrative staff shall make a reasonable number of observations and other contacts with the teacher to be evaluated to insure 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 evaluation no less than once every three (3) years. 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 *Plan of Action.*

A. The content and procedures of any “plan of action” 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 Plan of Action.

B. An employee shall be afforded a three-day period between receipt of a plan of action and discussion of the plan of action 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 plan of action 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 plan of action is presented on or after the final work day of the school year, the teacher will not suffer a loss of salary for the following year.

E. A teacher whose plan of action 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 plan of action 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 plan of action. 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 satisfaction of a plan of action, 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 plan of action. For a plan of action which extends beyond twelve months, placement shall be limited to one step on the scale. However, a teacher completing a plan of action 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.

10.8 *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.

10.9 *Non-School Employment.*

The 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 shall require that the employee terminate his outside employment.

10.10 *Reduction in the Number of Teachers.*

A. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the board, the school division will retain, as nearly as possible, those teachers in the division who have attained continuing contracts. Furthermore, the administration will use its best efforts to assist all teachers whose positions are terminated for reasons of necessary reductions in personnel to secure employment in other school divisions upon terms and conditions as nearly comparable as possible to those contained herein.

Teachers losing their positions because of reduction in personnel shall be eligible to reapply for employment and shall be notified when positions are again available.

B. In the event that it is necessary to make reductions among teachers who have attained continuing contracts, such reductions shall be made on the basis of ***total*** seniority which shall be determined by the total number of years under contract with the Norfolk Public Schools.

Should a tie exist within the same classification of personnel, the tie shall be broken in the sequential order as follows:

- 1) Official beginning date of employment as shown on the employee's contract.
- 2) Date on which the Personnel Action Report was completed.

3) Selection by lot.

C. Seniority for certified employees shall be determined in ascending order of total years of service in the Norfolk Public Schools and shall be comprised of four (4) categories based on endorsement areas as follows:

- 1) Subject area(s) - English, mathematics, history/social studies, etc.
- 2) Primary (pre-kindergarten)
- 3) Elementary 4-7
- 4) Special area - Examples: special education, reading, vocational education.

When more than one endorsement is shown on the Virginia Teacher's License, seniority shall be determined for that employment in each area where actual teaching experience has occurred within the last five (5) years as of the beginning of the following year.

Note: Experience shall be defined as having been assigned and having actually taught the subject, specialty or grade level in question for a period of not less than one (1) full year.

A licensed employee holding the comprehensive elementary endorsement of grades K-7 or grades 1-7 will be listed first in the category that is appropriate to the active assignment of the employee, either K-3 or 4-7.

D. Licensed employees under probationary contracts shall have no recall rights, but will be given consideration for re-employment at the discretion of the school board upon recommendation of the superintendent.

Licensed employees under continuing contracts destaffed pursuant to this policy shall be ranked in order of total length of service in Norfolk Public Schools and by endorsement area. When an opening occurs, the eligible person with the greatest seniority shall be offered the position. If the offer is not accepted, the teacher's name shall be struck from the recall list in that endorsement area. Eligible licensed employees who have not been recalled within one (1) year from the time of notification of destaffing shall have no further recall rights.

When an eligible licensed employee is to be recalled, he or she will be telephoned or notified by letter at his or her last known address. It shall be the responsibility of the employee to maintain an accurate address and phone number with the human resources department. Failure to do so may nullify recall rights.

Upon return to employment from recall, eligible employees will resume an appropriate placement on the salary schedule and will not receive credit for the period of time not under contract.

E. Teachers who have given proper notice of intent to return from an approved leave of absence for reasons of personal illness or disability, and have presented a statement from a licensed physician attesting to their ability to return to duty, shall be accorded the recall status of those teachers who have been terminated because of a reduction in personnel.

- 10.11 *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.
- 10.12 *Cooperating Teachers.* No teacher will be required to serve without his or her consent as a cooperating teacher in the student teacher program.
- 10.13 *Formal Complaints.* When formal 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.
- 10.14 *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 fact-finding panel has predetermined that the employee’s testimony might have a material bearing on the matter before the panel.
- 10.15 *Teacher Allocation for Supplies.* All teachers providing direct instructional services to pupils (this is understood to include classroom and resource teachers) will be allocated \$200 to be used for classroom supplies. This allocation shall not supplant provisions for instructional supplies through special programs (special education, gifted and talented, advanced placement, etc.). This allocation shall not supplant the school’s responsibility to supply basic supplies to teachers.
- 10.16 *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. Such employees shall be offered a plan to avoid lengthy periods without pay where possible and in conformity with law and Norfolk Public Schools Policy.
- 10.17 *Joint Committee on Labor Saving Technology.* A permanent joint committee shall be established to review Apple, DOS and other 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.
- 10.18 *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 her/his supervisor.

Stephen C. Jones, Superintendent
Norfolk Public Schools

Date

Michael C. Spencer, Chief Operations Officer
Norfolk Public Schools

Date

Marian Flickinger
Norfolk Federation of Teachers

Date

Monte Lloyd Mercer
John Medas
Education Association of Norfolk

Date

Norfolk Public Schools
Approved Salary Scales for Teachers
Effective July 1, 2006

10 Month

Step	Munis Contract Steps	No Degree (Grade 01)	Bachelors Degree (Grade 03)	Masters Degree (Grade 05)	Masters plus 30 hours (Grade 06)	Doctoral Degree (Grade 07)
01	00	29450	34680	37610	39160	40860
02	01	30520	35720	38650	40200	41900
03	02	31620	36790	39720	41270	42970
04	03	32760	37890	40820	42370	44070
05	04	33930	39030	41960	43510	45210
06	05	35130	40200	43130	44680	46380
07	06	36370	41400	44330	45880	47580
08	07	37640	42650	45580	47130	48830
09	08	38960	43930	46860	48410	50110
10	09	40310	45240	48170	49720	51420
11	10	41710	46600	49530	51080	52780
12	11	43140	48000	50930	52480	54180
13	12	44620	49440	52370	53920	55620
14	13	46150	50920	53850	55400	57100
15	14	47720	52450	55380	56930	58630
16	15	49330	54020	56950	58500	60200
17	16	51000	55640	58570	60120	61820
18	17	52710	57310	60240	61790	63490
19	18	54291	59029	62047	63644	65395

Advanced Degree Differentials Reflected in Scales:

Masters Degree	2930
Masters + 30 hours	4480

Norfolk Public Schools
Approved Salary Scales for Teachers
Effective July 1, 2006

10.5 Month

Step	Munis Contract Step	No Degree (Grade 01)	Bachelors Degree (Grade 03)	Masters Degree (Grade 05)	Masters plus 30 hours (Grade 06)	Doctoral Degree (Grade 07)
01	00	30923	36414	39491	41118	42903
02	01	32046	37506	40583	42210	43995
03	02	33201	38630	41706	43334	45119
04	03	34398	39785	42861	44489	46274
05	04	35627	40982	44058	45686	47471
06	05	36887	42210	45287	46914	48699
07	06	38189	43470	46547	48174	49959
08	07	39522	44783	47859	49487	51272
09	08	40908	46127	49203	50831	52616
10	09	42326	47502	50579	52206	53991
11	10	43796	48930	52007	53634	55419
12	11	45297	50400	53477	55104	56889
13	12	46851	51912	54989	56616	58401
14	13	48458	53466	56543	58170	59955
15	14	50106	55073	58149	59777	61562
16	15	51797	56721	59798	61425	63210
17	16	53550	58422	61499	63126	64911
18	17	55346	60176	63252	64880	66665
19	18	57006	61981	65150	66826	68664

Norfolk Public Schools
Approved Salary Scales for Teachers
Effective July 1, 2006

11 Month

Step	Munis Contract Steps	No Degree (Grade 01)	Bachelors Degree (Grade 03)	Masters Degree (Grade 05)	Masters plus 30 hours (Grade 06)	Doctoral Degree (Grade 07)
01	00	32395	38148	41371	43076	44946
02	01	33572	39292	42515	44220	46090
03	02	34782	40469	43692	45397	47267
04	03	36036	41679	44902	46607	48477
05	04	37323	42933	46156	47861	49731
06	05	38643	44220	47443	49148	51018
07	06	40007	45540	48763	50468	52338
08	07	41404	46915	50138	51843	53713
09	08	42856	48323	51546	53251	55121
10	09	44341	49764	52987	54692	56562
11	10	45881	51260	54483	56188	58058
12	11	47454	52800	56023	57728	59598
13	12	49082	54384	57607	59312	61182
14	13	50765	56012	59235	60940	62810
15	14	52492	57695	60918	62623	64493
16	15	54263	59422	62645	64350	66220
17	16	56100	61204	64427	66132	68002
18	17	57981	63041	66264	67969	69839
19	18	59720	64932	68252	70008	71934

Norfolk Public Schools
Approved Salary Scales for Teachers
Effective July 1, 2006

12 Month

Step	Munis Contract Step	No Degree (Grade 01)	Bachelors Degree (Grade 03)	Masters Degree (Grade 05)	Masters plus 30 hours (Grade 06)	Doctoral Degree (Grade 07)
01	00	35340	41616	45132	46992	49032
02	01	36624	42864	46380	48240	50280
03	02	37944	44148	47664	49524	51564
04	03	39312	45468	48984	50844	52884
05	04	40716	46836	50352	52212	54252
06	05	42156	48240	51756	53616	55656
07	06	43644	49680	53196	55056	57096
08	07	45168	51180	54696	56556	58596
09	08	46752	52716	56232	58092	60132
10	09	48372	54288	57804	59664	61704
11	10	50052	55920	59436	61296	63336
12	11	51768	57600	61116	62976	65016
13	12	53544	59328	62844	64704	66744
14	13	55380	61104	64620	66480	68520
15	14	57264	62940	66456	68316	70356
16	15	59196	64824	68340	70200	72240
17	16	61200	66768	70284	72144	74184
18	17	63252	68772	72288	74148	76188
19	18	65150	70835	74457	76372	78474

**NORFOLK PUBLIC SCHOOLS
DIFFERENTIALS AND ADDITIONAL DUTIES
EFFECTIVE JULY 1, 2006**

AHRS	MUNIS	DESCRIPTION	AMOUNT
30B10	755	30 Hours Beyond Masters (10 Month)	1435
30B11	755	30 Hours Beyond Masters (11 Month)	1570
30B12	755	30 Hours Beyond Masters (12 Month)	1716
8XD10	767	8 Hour Extended Day (10 Month)	2111
8XD11	767	8 Hour Extended Day (11 Month)	2330
8XD12	767	8 Hour Extended Day (12 Month)	2538
ACADX	790	Academic Advisor	2766
ACHCO	829	Academic Challenge/Scholastic Bowl Coach	1737
ADBDR	783	Additional Duties - Bus Driver (Head)	562
ASEMA	752	Automotive Service Excellence (ASE) - Masters	832
ASECT	751	Automotive Service Excellence (ASE) - Certificate	156
HADIR	788	Athletic Director - High School	5990
Adxxx	789	Athletic Director - Middle School	3026
BFPRV	786	Backflow Prevention Certificate	1217
VCHER	823	Cheerleading - Varsity	1924
JCHER	824	Cheerleading - Junior Varsity	1154
MCHER	825	Cheerleading - Middle School	998
CBA12	758	Classified - Bachelor's Degree (CTD - 12 months)	1082
CLSPO	805	Class Sponsor - Other	770
CLSPS	806	Class Sponsor - Senior	1102
CLLDR	791	Cluster Leader	686

DEANS	792	Dean of Students	1737
DBATE	826	Debate - High School	1269
DCHR1	793	Department Chair - Level 1 (3 - 7 teachers)	1092
DCHR2	794	Department Chair - Level 2 (8 - 12 teachers)	1456
DCHR3	795	Department Chair - Level 3 (13 and above teachers)	1737
DOC10	756	Doctorate (10 Month)	2860
DOC11	756	Doctorate (11 Month)	3141
DOC12	756	Doctorate (12 Month)	3432
HDRAM	807	Drama - High School	1446
MDRAM	808	Drama - Middle School	822
DRMCH	809	Drill and Flag Marching	998
EDUCI	796	Educational Interpreter	1071
EGRCH	797	Elementary Grade Chair	686
ESECH	797	Elementary Special Education Chair	686
ETEST	797	Elementary Test Chair	686
EXD10	768	Extended Day (10 Month)	1778
EX105	627	Extended Day (10 ½ Month)	1872
EXD11	768	Extended Day (11 Month)	1955
EXD12	768	Extended Day (12 Month)	2132
FOREN	827	Forensics - High School	1269
FEDAM	810	Future Educators of America	936
GPxxx	811	Grounds Patrol	1290
ISP10	770	Instructional Specialist (10 Month)	1778
IS105	629	Instructional Specialist (10 ½ Month)	1872
ISP11	770	Instructional Specialist (11 Month)	1955

ISP12	770	Instructional Specialist (12 Month)	2132
INBAC	800	International Baccalaureate	1622
IMXXX	828	Intramural	1206
KECOM	814	Key Communicator	582
LNTRP	680	Lead Educational Interpreter/RID	2600
LDPSL	801	Lead Probation School Liaison	1071
LDSEC	802	Lead Security	447
HLMAG	815	Literary Magazine	822
MJOUR	787	Master Journeyman's License	1217
	677	Meritorious Teacher Certification	624
MISCL	750	Miscellaneous - VRS	various
MISCV	832	Miscellaneous Excluding VRS	various
HNSOR	773	Music - Honors Orchestra	822
BANDX	774	Music - High School Band	2402
HCHOR	775	Music - High School Choral Director	1986
HORCH	773	Music - High School Orchestra	822
MBAND	777	Music - Middle School Band	822
MCHOR	778	Music - Middle School Choral Director	822
MORCH	779	Music - Middle School Orchestra	822
MSCON	780	Music - String Consultant	1102
MSSST	782	Music - Strolling Silver Strings Accompanist	3026
MSSST	782	Music - Strolling Silver Strings Director	3026
NBPTS	757	National Board Certification	1071
HNHS	812	National Honor Society - High School	562
MJNHS	812	National Honor Society - Middle School	562

NLCRP	803	Navy League Cadet Corps.	2569
HNEWS	816	Newspaper - High School	936
MNEWS	817	Newspaper - Middle School	697
PPBA	754	Paraprofessionals - BA Degree	1,040
PLD10	772	Program Leader (10 Month)	1726
PL105	628	Program Leader (10 ½ Month)	1820
PLD11	772	Program Leader (11 Month)	1903
PLD12	772	Program Leader (12 Month)	2080
PA210	759	PSP - Advanced II (10 Month)	790
PA211	759	PSP - Advanced II (11 Month)	863
PA212	759	PSP - Advanced II (12 Month)	946
PA310	760	PSP - Advanced III (10 Month)	842
PA311	760	PSP - Advanced III (11 Month)	926
PA312	760	PSP - Advanced III (12 Month)	1009
PAD10	761	PSP - Advanced (10 Month)	728
PAD11	761	PSP - Advanced (11 Month)	801
PAD12	761	PSP - Advanced (12 Month)	874
PAS10	762	PSP - Associate (10 Month)	676
PAS11	762	PSP - Associate (11 Month)	738
PAS12	762	PSP - Associate (12 Month)	811
PBA10	763	PSP - Bachelors Degree (10 Month)	905
PBA11	763	PSP - Bachelors Degree (11 Month)	988
PBA12	763	PSP - Bachelors Degree (12 Month)	1082
PBC10	764	PSP - Basic (10 Month)	624
PBC11	764	PSP - Basic (11 Month)	676
PBC12	764	PSP - Basic (12 Month)	738
PMA12	765	PSP - Masters Degree (12 Month)	1622
SNA	785	School Nutrition Association - 10 months	426
SNA	785	School Nutrition Association - 12 months	510
ASE10	768	Special Education Extended Day (10 Month)	1778
AS105	627	Special Education Extended Day (10 ½ Month)	1872
ASE11	768	Special Education Extended Day (11 Month)	1955

ASE12	768	Special Education Extended Day (12 Month)	2132
INSLC	784	State Inspection License	1071
HSGOV	818	Student Government - High School	998
MSGOV	819	Student Government - Middle School	822
TADA	753	Teacher Assistant - Difficult Assignment	1,040
STEST	864	Test Chair - Secondary Schools	686
TCC10	766	TCC Certificate (10 Month)*	624
TCC11	766	TCC Certificate (11 Month)*	676
TCC12	766	TCC Certificate (12 Month)*	738
TSP10	770	Teacher Specialist (10 Month)	1778
TS105	629	Teacher Specialist (10 ½ Month)	1872
TSP11	770	Teacher Specialist (11 Month)	1955
TSP12	770	Teacher Specialist (12 Month)	2132
TAXXX	804	Transition Advisor - High School	582
VSOAD	820	Vocational Student Organization Advisor	936
HYRBK	821	Yearbook - High School	1102
MYRBK	822	Yearbook - Middle School	822

**SPORTS DIFFERENTIALS – HIGH SCHOOL
EFFECTIVE JULY 1, 2006**

AHRS CODE	MUNIS PAY TYPE	DESCRIPTION	SEASON AMOUNT	PAY PERIOD AMOUNT	# OF PAYS	SEASON
SAFBX	701	FOOTBALL - ASSISTANT	4,524	565.50	8	FB*
SHFBX	700	FOOTBALL - HEAD	5,845	730.63	8	FB*
SCRCX	727	CROSS COUNTRY	1,924	320.67	6	FALL
SFDHX	724	FIELD HOCKEY	2,538	423.00	6	FALL
SGLFX	729	GOLF	1,716	286.00	6	FALL
SAFHX	728	FIELD HOCKEY - JR VARSITY	1,924	320.67	6	FALL
SBVBX	726	VOLLEYBALL - (BOYS)	2,538	423.00	6	FALL
SGVBX	726	VOLLEYBALL - (GIRLS)	2,538	423.00	6	FALL
SJVBX	708	JR VARSITY BASKETBALL	1,924	240.50	8	WINTER
SHBBX	702	HEAD BASKETBALL	3,640	455.00	8	WINTER
SAWRX	709	ASSISTANT WRESTLING	1,924	240.50	8	WINTER
SWREX	704	WRESTLING	3,203	400.38	8	WINTER
SSWMX	706	SWIMMING	2,538	317.25	8	WINTER
IDTRX	705	INDOOR TRACK, HEAD	2,538	317.25	8	WINTER
ITRAX	710	INDOOR TRACK, ASSISTANT	1,716	214.50	8	WINTER
CRWHX	718	CREW, HEAD	1,924	274.86	7	SPRING
CRWAX	723	CREW, ASSISTANT	1,154	164.86	7	SPRING
SBSBX	711	BASEBALL	2,538	362.57	7	SPRING
SATRX	722	ASSISTANT TRACK	1,716	245.14	7	SPRING
SJSBX	719	JUNIOR VARSITY SOFTBALL	1,924	274.86	7	SPRING
SSOCX	712	SOCCER	2,538	362.57	7	SPRING
SJBBX	717	JUNIOR VARSITY BASEBALL	1,924	274.86	7	SPRING
SSFTX	714	SOFTBALL	2,538	362.57	7	SPRING
SBTEX	720	TENNIS - BOYS	1,716	245.14	7	SPRING
SGTEX	720	TENNIS - GIRLS	1,716	245.14	7	SPRING
STRKX	715	TRACK	2,538	362.57	7	SPRING

SPORTS DIFFERENTIALS – MIDDLE SCHOOL
EFFECTIVE JULY 1, 2006

AHRS CODE	MUNIS PAY TYPE	DESCRIPTION	SEASON AMOUNT	PAY PERIOD AMOUNT	# OF PAYS	SEASON
SSOXX	736	SOC CER (B&G)	998	249.50	4	FALL
STEXX	737	TENNIS (BOYS)	998	249.50	4	FALL
STRXX	740	TRACK (B&G)	998	249.50	4	FALL
DBTXX	732	DEBATE	998	249.50	4	WINTER I
SWRXX	743	WRESTLING (BOYS)	998	249.50	4	WINTER I
FORXX	734	FORENSICS	998	249.50	4	WINTER II
SVBXX	741	VOLLEYBALL (B&G)	998	249.50	4	WINTER II
SBBXX	730	BASKETBALL (B&G)	998	249.50	4	SPRING
SFHXX	733	FIELD HOCKEY (GIRLS)	998	249.50	4	SPRING
STEXX	737	TENNIS - (GIRLS)	998	249.50	4	SPRING

APPENDIX B

NORFOLK PUBLIC SCHOOLS SICK LEAVE BANK

The Norfolk Public Schools will maintain a sick leave bank to be used by eligible employees (entitled to sick leave benefits) who are incapacitated by long-term personal illness or injury. The following criteria must be maintained thereafter:

- A.** Membership in the sick leave bank shall be open to all eligible employees and shall be voluntary.
- B.** 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 his designee.
- C.** A member of the sick leave bank may draw days after being without sick leave for 30 consecutive calendar days or 20 duty days in a 35 calendar day period for the same illness or disability. All other absences must be covered by the member's own accumulated leave or leave without pay. Use of the sick leave bank during the period of childbirth is subject to Norfolk Public Schools Regulation GCBEZ-R.
- D.** 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.
- E.** A maximum of 45 days each school year may be drawn by any one member without regard to the number of instances of eligibility. Sick leave bank benefits are available through the last duty day of the contract year.
- F.** Members of the bank will be assessed additional days of sick leave at such time as the bank is depleted to 400 days, unless a member chooses not to participate further in the bank. Notice of intention to withdraw from the bank must be submitted in writing within five workdays of the notice of assessment. Members who have no sick leave at the time of assessment will be assessed by October 1 of the following year.
- G.** 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.
- H.** 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 a 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 improvements are to be treated as current employment status and not have to rejoin the sick leave bank upon return, unless they actually resign.

I. 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.

J. Withdrawals from the bank may not be used for disabilities which qualify the member for Worker's Compensation benefits, unless the member has exhausted all Worker's 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.)

K. The provisions of the sick leave bank will be administered by the superintendent or his designee. Appeals by bank members may be made to the superintendent of schools.

L. *The cost of the sick leave bank will be fully funded from the Norfolk Public Schools General Fund Budget.* This plan replaced the Long-Term Disability Fund.

APPENDIX C

PERSONAL PROPERTY LOSS

1. **Clothing and Personal Items.** Norfolk Public Schools will establish a self-insured loss fund to provide the cost of replacement or insurance deductible up to a maximum of \$250 reimbursement for damage to clothing or personal items caused by student theft, accidents, vandalism, or other incidents occurring on school grounds and arising out of employment with Norfolk Public Schools. Individuals claiming such a loss must be able to document the loss through a police report, homeowner's insurance loss report, or Norfolk Public Schools incident loss report form (Form A44). Said documentation must attest to the nature of the incident, that it took place on school grounds, that it was beyond the control of the employee to prevent, and that the incident was related to the assigned duties of the employee; said documentation must be endorsed by the principal.

The value of the item for which reimbursement is being sought should be established by either paid receipt or a personal affidavit endorsed by the building principal stating the estimated value of the stolen or damaged article. The fund will respond only when the replacement value exceeds \$25 and will not respond when other insurance is available for the replacement cost. Stolen, damaged, or missing electronic equipment, musical instruments, or other items of personal property will be covered only when it can be established that their use was clearly related to educational activities (and not for personal use or convenience), and that they had been specifically allowed in the building by the principal for use in the instructional program. The value of watches, jewelry, or other adornments will NOT be covered by the fund unless the loss is related to vandalism or assault.

2. **Damage to Automobiles.** The loss fund will reimburse employees for the cost of their insurance deductibles up to a maximum of \$250 for the repair of automobile damage arising out of vandalism or theft while the vehicle was on school grounds. The occurrence of such loss must be documented by a police report and endorsed by the building principal. In addition, employees claiming such loss will be required to submit proof of loss from their insurance carrier prior to seeking reimbursement from Norfolk Public Schools for the amount of the insurance deductible (up to \$250 per incident). Examples of reimbursable losses include broken or cracked windshields and/or side windows as a result of vandalism or forced entry; cut or deflated tires due to vandalism; cut upholstery; body dents, scratches, or chipped paint due to vandalism. In such instances the fund will pay for the cost of road service, repair, or insurance deductible up to a maximum of \$250 per incident. The fund will NOT pay for damage that occurs to automobiles parked away from school grounds or which occurs as a result of accident or collision, regardless of whether said accident or collision occurred on school property.

All claims and requests for reimbursement from the loss fund should be forwarded in writing to the Director of Risk Management for review and settlement. Appeals of denials will be reviewed by the Deputy Superintendent.

APPENDIX D

GUIDING PRINCIPALS FOR USE OF RESOURCE TEACHERS DURING ELEMENTARY PLANNING TIME

Resource teachers will plan before and after school which will necessitate freeing these teachers from having morning and afternoon duty (see chart below).

Subject	Frequency	Length	Grade
Art	Once per week	45 min	all children K-5 th
General Music	Once per week	45 min	all children K-4 th
5 th Grade Strings/Chorus	2 - 3 times per week as scheduled through the Coordinator of Music		
Health & PE	Three days per week	45 min	all children K-5 th

- (6 maximum) 45 minute blocks per day for art, music, health & PE teachers and assistants
- 10 minutes between classes when needed (art on a cart)
- resource planning is before and after school - (no duty)

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 access for circulation and research all day PreK - 5.

