

**Norton School Committee
(Teacher and Paraprofessional Negotiations)
Language Supplement
January 14, 2025**

District #1 – Spring Coaching Positions (Article 5, Section B)

B. ... Applicants will be notified of the status of their applications by June 20, except applicants for Spring coaching positions will be notified by ~~September~~ **October 1**. ...

District #2 – Class Coverage (Article 7, Section C)

C. Class coverage by Teachers

The Superintendent to the extent possible will employ substitute teachers to fill temporary absences of regular teachers and specialists. When an absence occurs and no substitute teacher is readily available, or when in the opinion of the Superintendent or his/her designee the employment of a substitute teacher is not warranted, a Teacher shall during his/her non-teaching time on duty substitute for an absent teacher. A Teacher shall not be paid additional compensation for such substitution, except when they lose a preparation period because of such substitution. In such case, the Teacher shall be compensated for the preparation period lost at **the rate of \$50** ~~one seventh (1/7) of his/her daily rate of pay~~. The assignment Teachers as substitutes shall, to the extent possible, be made on an equitable basis.

District #4 – Paraprofessional Nonrenewal Period (Article 9, Section C)

C. Discharge or Suspension of Non-Probationary Paraprofessionals (including and SLPAs/COTAs)

1. Notice and Hearing. Prior to imposing a suspension or discharge upon an employee for disciplinary reasons, the Principal or supervisor designated by the District shall provide the employee with a written notice of the reasons for such action. Within 10 days of such notice the employee may request a meeting with the Superintendent, at which meeting the employee may be represented by an Association representative or an attorney, and at which the employee or his/her representatives may present evidence or other information relevant to the proposed discipline. The Superintendent shall issue a written determination after such meeting. Failure to request the meeting waives this process.
2. Standard of Review. No non-probationary paraprofessional who has completed three (3) full consecutive years of service to the District shall be dismissed or

suspended without just cause. **Paraprofessionals with less than three years' service shall be considered employees at will.** ~~No non-probationary paraprofessional who has completed at least one (1) but no more than three (3) full consecutive years of service to the District shall be dismissed or suspended without good cause.~~

D. Probationary Employees

The discipline of probationary employees shall be committed to the sole discretion of the District.

E. **Non-Renewal.** Any teacher **or paraprofessional** who has not completed three full consecutive years of service to the District, ~~or a paraprofessional who has not completed one full year of service to the District,~~ may be notified that the District does not intend to appoint them for the following school year; provided, notice is given on or before June 15. Non-renewal is not a dismissal or discharge and is without recourse to the grievance and arbitration provisions of the agreement.

District #5 – Reduction in Staff Clarification (Article 11, Section E)

E. As between teachers with professional status who are properly licensed for a position that remains after a reduction or reorganization, layoff decisions shall be based upon qualifications.

1. Qualifications shall include, primarily, indicators of performance as defined herein, and shall also include, professional training, other active and inactive licenses held, **teaching experience under the relevant license,** other materials in the personnel file, and the anticipated needs of the District. Seniority, as defined below, shall be considered as a tiebreaker among teachers whose qualifications are no different using the criteria in this Article.

2. Indicators of performance shall include: ratings from performance evaluations (except that no distinction shall be made between evaluations that meet or exceed performance standards); **the best interests of the students in the school or district;** and disciplinary history. These are not to be considered as a listing of priorities but are identified to indicate that a judgment will be made if and when reductions become necessary with each of the above factors being given appropriate weight.

District #6 – Recall Period (Article 11, Section H and J)

H. An employee with professional teacher status or paraprofessional or SLPA/COTA who has passed the probationary period who has been laid off shall be entitled to recall rights, in the inverse order of layoff, to a position for which he/she is qualified for a period of

~~twelve (12) eighteen (18)~~ months, except as otherwise provided herein, from the effective date of his/her layoff. During his/her recall period, an employee will be notified by certified mail, addressed to his/her last address of record, of the Superintendent's intent to recall him/her. An employee must notify the Superintendent in writing of his/her acceptance of an offer of recall within fifteen (15) days from the receipt of said certified mail. An employee's failure to notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the **twelve (12) eighteen (18)** month period of recall has not expired. A teacher who accepts a Massachusetts retirement pension, or any contractual retirement benefits after a layoff shall not be subject to recall.

J. An employee who is recalled within said ~~twelve (12) eighteen (18)~~ month period shall have restored to him/her all benefits he/she had accumulated at the time of his/her layoff. An employee who has acquired professional teacher status at the time of his/her layoff and who is recalled within said **twelve (12) eighteen (18)** month period, shall be recalled with said status.

District #7 – Teacher Work Year (Article 12, Section C)

C. Work Year for Teachers

1. The work year shall be one hundred and eighty-~~two~~**three (182 183)** days, including at least ~~two (2)~~ **three (3)** professional development days. The work year shall begin no earlier than the Monday before Labor Day and shall end no later than June 30 in the following calendar year. If the year begins prior to Labor Day, the Friday before Labor Day shall be maintained as a non-school day. The District shall have the right to determine the school calendar, including up to nine (9) early release or late start days for professional development.

District #9 – Sick Leave Changes (Article 14)

~~D. Each Employee will be allowed to take a half day sick leave based on their agreed contractual day. When an Employee must leave the building due to illness prior to the regular half day dismissal time for students, said Employee shall have a full sick day deleted from his/her sick leave. When an Employee leaves the building due to illness after the regular half day dismissal time for students, one half day of sick time will be deducted.~~ **Sick leave will be charged in full day increments for any full or partial day of absence as determined by the District.**

F. Each Employee who, prior to the beginning of his/her work year, has accumulated one hundred sixty-five (165) days of sick leave, **may be entitled to a bonus based on upon use or non-use of sick leave during the current year as follows: \$750 for perfect attendance; and \$500 for use of one day. The bonus will be paid after the end of the school year.** ~~and who did not use more than two (2) days of sick leave during the preceeding work year, shall be entitled to one (1) additional personal leave day in that year to be used according to the same rules pertaining to other personal days. The days of sick leave to which an Employee, who has completed one school year of employment by the District, is entitled as of the first day of his/her work year (15 for teachers and 12 for paraprofessionals) under the provisions of Section B above, shall not be counted in making up said one hundred sixty-five (165) days of accumulated sick leave.~~

The District reserves the right to modify or supplement its proposals and counterproposals at any time. All issue-specific tentative agreements are subject to final agreement on the entire contract. All District proposals are intended to be prospective from the time of ratification of agreement by the parties. No proposal is a concession by the District of any existing limitation on its rights under the collective bargaining agreement or otherwise concerning the subject matter covered by the proposal.